

INDEPENDENT PRODUCER  
CONTENT ACQUISITION AGREEMENT



[NAME]  
[ADDRESS]

Dear :

We are delighted that you will be providing NPR with content. When signed on behalf of you and by NPR's authorized signatory, this letter, including the terms in the attachment, will be our complete agreement covering acquisition and distribution of the content described in the attachment. This agreement applies to all materials you provide us (which we will refer to in this letter as "work") for a one- year period beginning on the date this agreement is signed by both parties.

The work will be subject to editing and acceptance according to usual NPR editorial processes and policies. NPR shall have final editorial control over the work we broadcast. You personally will be in ultimate charge of all work and when the work is used you will get the credits set out in the attachment. The work must be completed to NPR's satisfaction.

We will, within 30 days after we accept your work in recorded form for broadcast, pay you the compensation set out in the attachment. This payment will cover all of the rights to use the work as permitted in the next paragraph, and no other payments will be due for any uses of the work as so allowed. No payment will be made unless you have signed this agreement by the time the work is distributed. If your work is not accepted for broadcast, no payment shall be made.

By signing this agreement you are granting NPR a nonexclusive, assignable, perpetual, worldwide, permanent license to duplicate, display, distribute or transmit the work in all media, known or hereafter known. You further agree that NPR shall have first right to distribute the Work, unless NPR waives that right in writing. You retain the copyright and all other rights in the work. You also promise us that (a) the work will be original to you, or (b) you will have acquired all of the rights in the work that are necessary for our uses, except for rights for performance of music or digital performance rights in sound recordings (NPR will be responsible for acquiring these). You also promise that the use of this work by NPR and its sublicensees will not defame any person or violate or infringe any copyright, trademark, privacy, reputation or other rights of any other person or entity.

NPR will indemnify you against claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) that result from any unauthorized use of the work by NPR. You will indemnify NPR and NPR's stations and other sublicensees or assignees against claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) that result from any breach by you of your promises in this letter. If a claim is made by someone else against either of us in connection with NPR's use of the work, we each

agree to cooperate fully with the other to defend against that claim and provide to the other immediate notice of such claim.

NPR expects you to be free of conflicts of interest on content you submit, to be fair and accurate in creating that material, and to pursue coverage in a manner consistent with the ethical principles stated in the NPR News Code of Ethics and Practices <http://www.npr.org/about/ethics/#conflicts>.

You have the responsibility to disclose potential conflicts of interest at the time you are first assigned to cover or work on a matter, or any time thereafter a conflict arises. Conflicts include any business, commercial, financial or personal interests where such interests might reasonably be construed as being in actual, apparent or potential conflict with your assignment.

If working outside the United States, you are expected to obtain and maintain any required credentials from the country in which you are working and to inform NPR if you are working without credentials at the time you are first assigned to cover or work on a matter or if you lose credentials at any time you may work for NPR.

This agreement supersedes any discussions we may have had, can only be changed in writing signed by the parties and is not assignable by you to anyone else. It does not license to you the right to use any NPR service marks. All disputes relating to this agreement shall be resolved in courts in the District of Columbia and under its law and the parties hereby consent to the forum and jurisdiction of such courts.

Please sign the enclosed copies of this letter and return them to me, and I will get them signed on behalf of NPR and send you a copy.

Again, we are genuinely happy to be working with you, and look forward eagerly to receiving your material.

Very truly yours,

*[Your Name]*  
*[Your Title]*  
*[Name of Show]*

Agreed to by: *[Name]*

NATIONAL PUBLIC RADIO, INC.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Social Sec. No: \_\_\_\_\_

By: \_\_\_\_\_  
James B. Elder  
Vice President for Finance and  
Administration and Chief Financial Officer

Attachment To  
Letter Agreement

[Name]

[Date]

Nature of the Work – You will provide *[insert number]* pieces about *[fill-in details of what you are requesting]* which will be distributed on *[insert name of show]*. The tentative run date is: *[fill-in]*.

Length of the Work – *[Fill-in]*.

Rate of payment – As full compensation for the rights granted under this agreement, NPR shall pay you *[fill-in]* US dollars per minute for the work as accepted. No other compensation shall be paid.

Incidental costs - You will assume all incidental costs for the production of the piece -- for studio time, overnight mail, couriers, tape duplication, etc.

Deadline(s) - You agree to deliver a script and rough cut of each piece to NPR by no later than two week in advance of air date or as otherwise agreed to by NPR. NPR will provide feedback on the piece within 48 hours, so that changes can be incorporated in a timely manner. You will feed (or deliver) a final mix of each report -- including its component parts (acts, tracks, music, ambi) one week before its scheduled air date.

On-air credits – *[Fill-in]*.

Funding credits - You cannot make a commitment to an outside party for on-air funding credits without the express prior permission of NPR. Any agreement between us to broadcast a special funding announcement must be made at least three weeks before the schedule air date.

Technical quality - You are responsible for ensuring the highest technical quality of the piece – i.e., that it be free of stereo phase cancellation, over modulation, peak distortion, wind distortion, dropouts, buzz, hum, hiss, clicks, or pops. Exceptions may be made for the use of archival audio, which nonetheless must be auditioned by NPR to determine its airworthiness.