



FREELANCE AGREEMENT

This Agreement defines the terms of the agreement between you (“Freelancer”) and National Public Radio, Inc., (“NPR”) concerning any creative material, including but not limited to stories, articles, columns, commentary, news reports, podcasts, photographs, recordings, videos, film, recipes, instructions, graphics, design elements, games, puzzles, illustrations, web pages, page designs, original musical compositions, or any other type of editorial material or content created by Freelancer and submitted to NPR from time to time during the term of this Agreement (the “Works,” or individually, a “Work”).

1. Term: This Agreement is effective as of the execution date and terminates five years from that date. Either party may terminate this agreement at any time upon written notice to the other party. If, after five years, the parties wish to continue assigning/submitting freelance projects, a new agreement shall be signed; but if the parties fail to do so by error or oversight, the terms of this Agreement shall be presumed to be binding until or unless a newer agreement is signed.

2. Acceptance of Works: Each Work created by Freelancer and submitted to NPR must be acceptable to NPR in terms of quality, length, style, technical aspects, timeliness, and subject matter, and be created in accordance with typical professional and ethical standards appropriate to the type of Work it is. (For example, freelance journalists are expected to adhere to generally accepted standards of journalism ethics; NPR’s ethics handbook is available online as a reference.) Freelancer must also be free from any actual or perceived conflicts of interests. Once a Work is accepted, NPR shall have the right to edit the Work and determine whether or how to publish, air or otherwise disseminate it. Freelancer will provide NPR with any background information it needs, including fact-checking materials, data, technical information, information about subjects or any other materials or information that NPR reasonably requests. Freelancer warrants that the information she/he provides is accurate and complete. If for any reason NPR chooses not to use the Work, it shall notify Freelancer, and all rights in the Work revert back to Freelancer. Freelancer is entitled to request payment from NPR upon acceptance, even if the Work is not used.

3. Fee: NPR will compensate Freelancer per Work at a rate mutually agreed upon prior to the acceptance of the Work. In instances where Freelancer will be creating several Works in a short time or a package of Works, NPR and Freelancer may agree upon a “package” rate for the whole set of Works. Once NPR accepts a Work (or a package of Works), Freelancer shall submit an invoice stating (1) the Freelancer’s name and/or the name of the entity that should be paid, (2) the address to which payment should be sent, (3) the Work(s) accepted, and (4) the agreed upon rate. NPR shall pay Freelancer the fee due within 30 days following receipt of the invoice. If Freelancer receives a grant or

other funding from any third party for any reporting or work prepared for NPR, such payment must be disclosed to NPR prior to publication of the Work; and if Freelancer signs any agreement with any third party to obtain such grant or funding, Freelancer must include NPR in the negotiation of the terms of any such agreement, understanding that NPR may refuse to adhere to any terms that would create any legal or ethical issues for NPR.

4. Grant of Rights: Freelancer retains copyright in the Works and grants to NPR the following rights. For all Works submitted to NPR, Freelancer grants NPR a perpetual, royalty-free, worldwide license to publish, reproduce, distribute, display, transcribe, perform, edit, transmit or disseminate the Works in all formats, media or platforms whether now known or hereafter invented, and to use the works or any portions thereof for all purposes, including but not limited to editorial uses, compilations, retrospectives, merchandise and promotional materials. The rights granted to NPR shall be exclusive for a period of seven days, and thereafter, all rights shall be non-exclusive. If for any reason, Freelancer submits to NPR a Work to which Freelancer cannot grant exclusive rights because it has been published elsewhere or for any other reason, then Freelancer must notify NPR of such condition, and NPR may agree to waive the exclusivity requirement for that Work. It is agreed that these rights granted to NPR are assignable to the extent that NPR makes content available through NPR-branded platforms (including social media, apps, or other media that may require a license to display or otherwise use the Work), NPR's API or subsequent conceptually similar or related technologies, any collective projects or platforms in which NPR participates, or other method of distribution controlled or branded by NPR that allows member stations and/or other authorized users to access, use, or display the Work. Freelancer waives any and all moral rights in the Works with respect to any use by NPR, its members, sublicensees, or assigns.

5. Agency: NPR occasionally receives requests from other media outlets or other entities to use, republish, repurpose or otherwise disseminate content that has appeared on or through NPR's media platforms. In the event one of Freelancer's Works is the subject of such a request, Freelancer grants to NPR the right to act as Freelancer's agent; NPR may, in its sole discretion, grant or deny the request and charge a fee to the requester. If NPR receives compensation for the requested use up to \$50,000, NPR and Freelancer shall each receive a portion of the proceeds, with 70% to Freelancer and 30% to NPR. In the event the compensation exceeds or is expected to exceed \$50,000, NPR and Freelancer shall negotiate how the fee shall be split between the parties. Freelancer's compensation shall be mailed to whichever address NPR has on file for Freelancer at the time the compensation is distributed.

6. Name and likeness: Freelancer agrees that NPR may use his or her name, likeness and biography for all editorial, publicity and promotional purposes in connection with the Works or NPR in general, in any manner or media whether now known or hereafter developed.

7. Freelancer's warranties: Freelancer represents and warrants that all Works are original to Freelancer, that any Work, in whole or in part, has not been previously published in any form. If any individual Work or any portion thereof has been previously published or used in another way, Freelancer must disclose that fact to NPR prior to NPR's acceptance of the Work, and NPR may determine in its sole discretion whether to waive the requirement that the Work not be previously published in any form. Freelancer also represents and warrants that neither the creation nor ordinary use of the Work violates the rights of others (including any intellectual property, privacy, or publicity rights) or any criminal law, and that Freelancer has the knowledge and authority to enter into this Agreement. If the Work includes any material that is not original to Freelancer, it is the obligation of Freelancer to notify NPR; to obtain any necessary clearances, rights, licenses or releases; and to provide documentation thereof to NPR.

8. Mutual indemnification: NPR shall indemnify Freelancer against claims, damages, liabilities, costs and expenses (including reasonable attorneys fees) that result from any unauthorized use of the Work by NPR. Freelancer shall indemnify NPR and its members, sublicensees, or assignees against claims, damages, liabilities, costs and expenses (including reasonable attorneys fees) that result from any breach of Freelancer's representations, warranties or obligations. If a claim is made against NPR arising out of the use of the work, Freelancer agrees to cooperate fully, as needed, to defend against it.

9. Credit: Freelancer shall be credited as the creator of the Work in all circumstances where customary and reasonably possible.

10. Awards: If Freelancer wishes to submit any Work for a contest or award, Freelancer shall notify NPR, and NPR and Freelancer will coordinate to ensure that the parties each receive appropriate credit.

11. Use of NPR trademarks: If Freelancer maintains a professional portfolio that exhibits his/her work for NPR, Freelancer may reference the name of NPR for use in the truthful context of explaining where Freelancer's work has appeared, but may not use the NPR logo or other trademarked design elements. Permission for Freelancer's use of any other NPR materials or logos must be obtained from NPR through its Rights and Permissions department (permissions@npr.org). NPR may grant or deny such permission in its sole discretion.

12. Independent Contractor: It is expressly acknowledged by the parties that Freelancer is an independent contractor and not an employee of NPR. Nothing in this agreement or the parties' conduct should be construed as creating an employer-employee relationship, joint venture, partnership or any other kind of arrangement other than that of an independent contractor. Freelancer shall have total control over the manner, means, and methods of his/her work, shall use his/her own equipment, and shall set his/her own schedule. If Freelancer seeks the assistance of third parties, he/she may do so at Freelancer's own discretion and Freelancer is solely responsible for the supervision and payment of such persons and for obtaining from any such persons the rights necessary to grant the rights granted to NPR herein. NPR shall not provide Freelancer with office

space, tools, equipment, assistance, training or any other support (with the exception that NPR may provide information, training or special equipment to the extent necessary for Freelancer to comply with NPR's unique policies, procedures or systems). NPR shall not withhold any sums for income tax, social security, unemployment insurance, disability insurance, workers compensation insurance or any other withholding applicable to employees, nor shall Freelancer be eligible for any employee benefits. Freelancer is solely responsible for all taxes, insurance or other costs and agrees to hold NPR harmless from any liability with respect thereto. Freelancer may not represent him/herself as an employee of NPR.

13. Entire agreement: This Agreement overrides any previous agreements and constitutes the entire agreement between the parties. No modifications or waivers can be made to this Agreement unless in a writing signed by both parties. A modification or waiver of a part of this Agreement shall not constitute a waiver or modification of any other part. Freelancer may not assign any part of this Agreement. Nothing in this Agreement creates any enforceable rights in any person that is not a party to the Agreement.

14. Choice of law and forum: This Agreement is governed by and construed in accordance with the laws of the District of Columbia, without regard to its choice of law rules. All disputes arising from this Agreement must be brought in courts within the District of Columbia.

15. Survival: Any provisions which by their terms survive the expiration or termination of this Agreement shall bind the parties, and their legal representatives, successors and permitted assigns, as set forth herein.

Agreed:

Freelancer

NPR

Printed Name

Printed Name

Date

Date