

WORK MADE FOR HIRE AGREEMENT

DATE:

PARTIES:

("Newspaper")

("Contact")

("Freelancer")

RECITALS:

A. Newspaper publishes a newspaper containing news and feature articles, editorials, advertising and other content which is available by subscription and single copy sale and via the World Wide Web;

B. Freelancer represents that Freelancer is an independent journalist, photographer or graphic artist who desires to accept commissions from Newspaper and submit original works to Newspaper for publication (the "Works");

C. Newspaper desires to receive on approval and publish Works prepared by Freelancer from time to time.

AGREEMENT:

NOW, THEREFORE, intending to be mutually bound, the parties agree as follows:

1. Commissions. At its sole discretion, Newspaper may commission Works from Freelancer. Newspaper's commissions shall be set forth in writing and signed by both parties on Exhibit A to this Agreement, each of which shall thereafter be incorporated herein by reference. Newspaper is under no obligation to accept for publication any Work prepared by Freelancer pursuant to a commission, and Newspaper shall compensate Freelancer only for accepted Works. If Freelancer accepts a commission, Freelancer shall prepare the Work and submit it to the Newspaper's Contact designated above for approval in accordance with the deadline specified on Exhibit A. Freelancer understands and agrees that Newspaper may revise, edit, change and use any Work submitted hereunder alone or in combination with other written or graphic content obtained by Newspaper from other sources.

2. Grant of Rights. The parties agree that any Work prepared by Freelancer pursuant to this Agreement is a "work made for hire" under U.S. copyright laws, and that, accordingly, Newspaper owns all right, title and interest in and to such Work, including the copyright thereto. In the event this Agreement is determined to be other than an agreement for a work made for hire, and in the alternative, Freelancer hereby assigns to Newspaper all right, title and interest in and to any Work prepared hereunder, including without limitation the copyright thereto. Newspaper may, without any notice or obligation of further compensation to Freelancer, publish, re-publish, anthologize, use, disseminate, license or sell Work in any format or medium now known or hereafter invented or devised. Newspaper's rights under this section shall include, without limitation, the rights to publish or re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web

or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation, anthology or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

3. Compensation. For each accepted Work, Newspaper shall pay Freelancer as set forth on Exhibit A hereto. Freelancer understands and expressly agrees that such payment shall be full and final compensation for all right, title and interest in and to the Works commissioned hereunder.

4. Independent Contractor. Freelancer's relationship to Newspaper shall be that of a self-employed, independent contractor. No contract for employment is created hereby, and Freelancer shall not be entitled to any of the rights and benefits accruing to Newspaper's employees. Freelancer shall be free to exercise Freelancer's own discretion and judgment in the preparation of Works hereunder and shall be responsible for complying with any and all laws, regulations and standards of professional conduct. Freelancer shall determine Freelancer's own work hours and procedures and shall not be required to keep any records on account of an assignment except notes directly related to the reporting of Works submitted for publication. Freelancer shall bear all costs of operation of Freelancer's business, including, without limitation, work, materials and transportation. Newspaper shall provide Freelancer with an annual Internal Revenue Service Form 1099 as necessary.

5. No Binding Authority. Freelancer shall have no authority to act on behalf of Newspaper or to represent Freelancer to be Newspaper's agent. Freelancer shall not bind Newspaper to any legal obligation(s) by statement, promise or representation, and may not waive Newspaper's rights, remedies or obligations.

6. Freelancer's Representations and Warranties. Freelancer represents and warrants that all Works submitted to Newspaper hereunder shall be Freelancer's own original works of authorship based on accurate reporting of information obtained by Freelancer him or herself. Freelancer further represents and warrants that such Works have not been licensed to, assigned to or used by third parties and that the Works shall not infringe upon any proprietary rights (including copyrights) of third parties. Freelancer shall indemnify and hold Newspaper harmless from and against any and all suits, claims, actions, damages (including reasonable attorneys' fees) or injuries to any person or property that are caused by or result from Freelancer's breach of the representations and warranties made hereunder, or Freelancer's performance of services in connection with this Agreement or the publication or use by Newspaper of any Work provided by Freelancer.

7. Survival of Grant of Rights and Indemnifications. All rights granted by Freelancer to Newspaper hereunder shall survive termination of this Agreement for any reason. Similarly, the indemnifications made by Freelancer hereunder shall survive termination of this Agreement for any reason.

8. General. The parties agree that this Agreement constitutes their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral. This Agreement may not be amended except in a writing signed by both parties. Pennsylvania law shall govern the interpretation and implementation of the Agreement and the resolution of any dispute between the parties regarding the effect of the Agreement. The parties agree to submit any disputes arising out of or relating to this Agreement, including the formation hereof, to binding arbitration pursuant to the rules of the American Arbitration Association to be conducted in the city or locality where Newspaper's offices are located or as otherwise agreed to by the parties. Freelancer acknowledges that Freelancer has read the Agreement, had the opportunity to discuss it with counsel, and is executing it with an understanding of its provisions. Any successor publisher of Newspaper shall assume

Newspaper's rights and obligations under this Agreement.

[Newspaper] [Freelancer]

By:
Print Name: Print Name:
Taxpayer ID:

EXHIBIT A
Commissioned Work

Date:

Newspaper hereby commissions the following Work from Freelancer, pursuant to the terms and conditions of that Work Made for Hire Agreement dated to which this is Exhibit A and the terms and conditions of which are hereby incorporated by reference:

1. Commissioned Work:

[Describe commissioned work.]

2. Fees: [Describe a rate of payment based on production, not time expended; for example, \$X per column inch, \$X per article, or \$X per article up to Y column inches, plus \$Z per column inch thereafter.]

3. Terms:

Newspaper shall make payment to Freelancer as follows:

[Describe method of payment; for example, by check issued on the first day of each calendar month for all Works accepted during the preceding month].

[Newspaper] [Freelancer]

By:
Print Name: Print Name:
Taxpayer ID: