

Charlottesville Tomorrow & Daily Progress News Content Sharing Agreement

GOAL

This News Content Sharing Agreement (this “Agreement”) between the Daily Progress and Charlottesville Tomorrow establishes a mutually beneficial relationship that will strengthen the nuts-and-bolts government coverage of The Progress, while providing exposure and wider distribution for Charlottesville Tomorrow’s site and news content. The relationship will help each partner grow audience across multiple platforms.

NEWS CONTENT SHARING PARTNERSHIP

- The Daily Progress shall receive stories from Charlottesville Tomorrow on land use, transportation, community design and public education issues for publication in print, on website and in mobile applications. The coverage assignments and deadlines of all stories provided pursuant to this Agreement will be scheduled on a weekly basis by editors at each organization. In the event the newspaper does not have room in print for all articles, editors at each organization may decide to publish articles only online.
- Stories written by Charlottesville Tomorrow staff are edited by the organization before being sent to The Progress. Editors at each will discuss target length and other items, such as potential graphics, etc. The Progress will have final edit on any content from Charlottesville Tomorrow that is published in the newspaper. Charlottesville Tomorrow will suggest headlines but final headlines will be produced by Progress page designers once layout configuration has been determined.
- Each article will include a byline with the writer’s name, Charlottesville Tomorrow and contact information, matching the style of The Daily Progress bylines.
- Each article will include a notch Charlottesville Tomorrow logo that includes the site URL embedded.
- Each article appearing on The Daily Progress website and mobile application shall only include content provided in the Charlottesville Tomorrow RSS feed created for use in furtherance of this Agreement, and will include the article’s first 100 words, photos and a link to the full article on Charlottesville Tomorrow’s website. If desired, The Daily Progress may create a landing page within its website and mobile application for each Charlottesville Tomorrow article so long as a link is provided to the full article after the 100-word excerpt.
- Each article will include a tagline: “Charlottesville Tomorrow is a nonprofit, nonpartisan organization covering land use, transportation and K-12 education in Charlottesville and Albemarle County.”
- Any photo by Charlottesville Tomorrow, if used in The Progress, will be credited to photographer, using the photo credit style of The Daily Progress. The same will apply to Daily Progress photos used on Charlottesville Tomorrow’s website.
- Reader questions about accuracy, fairness, balance, ethics or any other such issues about a story in the newspaper will be addressed by the editor of The Progress, in consultation with the executive director of Charlottesville Tomorrow;

provided, however, that in addressing such issues, The Progress shall not assume legal liability for any such issue related to any content provided by Charlottesville Tomorrow, nor in addressing such issues is The Progress undertaking to provide any legal advice to or legal defense of Charlottesville Tomorrow.

- Each party to this Agreement shall retain all right, title and interest in and to all content, including without limitation any stories, graphics, and photographs, provided to and accessed by the other party in furtherance of this Agreement. Each party grants the other party a non-exclusive license to access and use its content provided to the other party in furtherance of this Agreement.
- Each party to this Agreement shall defend, indemnify, and hold the other party and its owners, shareholders, directors, officers, employees, agents, and affiliates harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, interest or losses, (including reasonable attorneys' fees and expenses), together with all other costs and expenses of any kind or nature, caused by or relating to the negligent act or omission of the indemnifying party or its employees, the failure of the indemnifying party to comply with any applicable law, regulation, ordinance or safety requirement, or the infringement or misappropriation of any third party's intellectual property rights, including without limitation any copyright, trade secret, trademark or service mark, except where such infringement or misappropriation arises from the other party's unauthorized alteration or modification of the indemnifying party's content.

ADVERTISING & EVENT MARKETING BENEFITS

- The Daily Progress shall work with Charlottesville Tomorrow on event marketing opportunities (e.g. the Heritage Repertory Theatre).
- Charlottesville Tomorrow shall provide the following email advertising opportunities to The Daily Progress at no cost:
 - Marketing email where full content will highlight benefits of this relationship to community (twice annually).
 - Advertising within Charlottesville Tomorrow's weekly email newsletters equivalent to a 600x90 pixel ad, or whatever is currently being offered as leaderboard size (once per quarter).
- The Daily Progress shall provide the following print, online and email advertising opportunities to Charlottesville Tomorrow at no cost:
 - Marketing email where full content will highlight benefits of this relationship to community (twice annually).
 - ¼ page size display ads in newspaper (three per quarter).
 - Online advertising on Daily Progress website (one leaderboard ad per quarter with minimum 25k impressions).
 - Layout and design for above advertisements.

ANNUAL REPORT PRINTING & DISTRIBUTION

Charlottesville Tomorrow will produce an annual report for its readers and contributors on a schedule agreeable to both organizations.

- The Daily Progress shall print and fold this report as a 4-page tab jacket.
- Charlottesville Tomorrow will mail and distribute up to 5,000 copies of the annual report at its expense.
- The Daily Progress will run additional copies of the annual report and utilize this jacket as an advertisement in two Sunday editions of the newspaper.

LOCAL ELECTION COVERAGE

Beginning in 2015 and each odd-numbered calendar year thereafter (e.g. 2017, 2019, 2021), The Daily Progress and Charlottesville Tomorrow will co-publish two nonpartisan Voter Guides for each local general election, one for the City of Charlottesville and one for Albemarle County, following the model of the jointly produced Voter Guides between 2009-2013. School Board candidates will be added to an expanded voter guide for the 2015 local elections.

- Charlottesville Tomorrow will be responsible for candidate interviews, preparing content (photos and text), arranging mailing, and preparing voter mailing list. Charlottesville Tomorrow may enlist the support of the League of Women Voters of the Charlottesville Area for this work.
- Daily Progress will be responsible for layout and printing of voter guides and delivery to a local mailing vendor.
- Charlottesville Tomorrow may seek underwriting sponsors as required for covering this project's costs incurred by the organization (e.g. postage). The Daily Progress and Charlottesville Tomorrow will jointly agree on specifics of any sponsorship benefits (e.g. company name/logo appearing in publication).
- When Charlottesville Tomorrow hosts local candidate forums, the Daily Progress will have right of first refusal to be the exclusive media partner for the event. As a candidate forum partner, the Daily Progress shall assist with moderation responsibilities and event advertising.

TERM, RENEWAL AND TERMINATION

- The term will commence on December 19, 2014, and will remain in effect for an initial term of one (1) year. After the initial term, the term will automatically renew for successive one (1) year periods, unless either party provides written notice of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term. Either party may terminate the term at any time in the event of a breach by the other party of any material provision of the Agreement that remains uncured thirty (30) days after the breaching party's receipt of written notice of the breach.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein, and supersedes all previous agreements,

communications and negotiations, whether written or oral, including without limitation the 2012 news content sharing agreement executed by the parties.

This Agreement does not include any exchange of payment or funds in return for content or promotional material.

Agreed to by:

Charlottesville Tomorrow

The Daily Progress

By: _____

By: _____

Name: Brian Wheeler

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____