



## **PUBLICATION AGREEMENT**

This PUBLICATION AGREEMENT (this “Agreement”) is made this \_\_ day of \_\_\_\_, 2016 (the “Effective Date”) between The Food and Environment Reporting Network (“FERN”) and \_\_\_\_ (“Publisher”), concerning the work “\_\_\_\_” created by \_\_\_\_ (“Author”) for publication by Publisher in \_\_\_\_ (collectively, the “Work”).

For good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows.

**ESTIMATED LENGTH OR SIZE OF WORK:** \_\_\_\_ words      **DUE DATE:** \_\_\_\_, 2016

**WORK FEE:** \_\_\_\_

**FERN CONTACT:** Sam Fromartz,  
[sam@thefern.org](mailto:sam@thefern.org),

**AUTHOR CONTACT:**

### **1. LICENSED RIGHTS**

- (a) Subject to Section 3 of this Agreement, the Publisher shall have the right and license to use and sublicense the Work, in English and in other languages, in all media or expression, digital and print, now known or later developed, worldwide, including, but not limited to, the rights: i) to reproduce the Work or portions thereof in all forms, works and derivative works; ii) to edit, abridge, adapt, translate, or modify or alter the Work; and iii) to publish or authorize publication of the Work in any media now known or hereafter developed, throughout the World. The Publisher’s rights shall be exclusive for a period of 30 days from the first date of publication (the “Exclusivity Period”), with the sole exception that FERN shall retain the right to publish the

Work online at its web site during the Exclusivity Period; thereafter the Publisher's rights shall be nonexclusive.

- (b) Publisher acknowledges that Author retains copyright to the Work.
- (c) Publisher shall cause the following attribution to appear on or in connection with each publication of the Work by Publisher, which attribution in any print form shall appear on the first page of the article and in digital publication shall include a link, near the top of the work, wherever technically feasible, to <http://www.thefern.org>: "This article was produced in collaboration with the Food & Environment Reporting Network, an independent, non-profit news organization."
- (d) Publisher shall also ensure that the attribution and copyright information embedded in any infographic or video supplied to Publisher by FERN in connection with the Work shall (i) remain visible and (ii) not be removed or altered by Publisher without express written consent of FERN.
- (e) FERN shall cause the following attribution to appear on or in connection with each publication of the Work by FERN, which attribution in any digital publication shall include a link near the top of the work, wherever technically feasible, to [http://\\_\\_\\_\\_\\_](http://_____): "This article first appeared in \_\_\_\_\_."
- (f) Publisher will notify FERN of any media appearances performed by Author in connection with the Work, as well as any evidence of its impact (testimony before Congress, investigations, media coverage, etc.). Publisher will instruct its promotional staff and/or contractors and make best efforts to ensure that FERN is properly credited during any such media appearances. Conversely, FERN shall notify Publisher of media appearances by Author in connection with the Work and shall make best efforts to ensure Publisher receives proper credit during any such media appearances.
- (g) Publisher and FERN will collaborate on social media promotion of the Work and each party will ensure that the other party's social media identifiers (including but not limited to Twitter handle and Facebook page address) are included in its social media campaigns in relation to the work.
- (h) All rights to the Work not specifically granted to each party by the other party in this Agreement are reserved by the other party and nothing contained in this Agreement shall be construed as limiting,

modifying or otherwise affecting any of the reserved rights of the parties.

## **2. PAYMENTS**

- (a) Publisher agrees to pay FERN the sum of \$ \_\_\_\_\_ for a story of \_\_\_\_\_ words (“Work Fee”).
- (b) Publisher agrees to pay FERN \$ \_\_\_\_\_ for any travel or other expenses incurred by Author in connection with the Work.

## **3. EDITORIAL CHANGES AND PROOFS**

- (a) Publisher may make reasonable changes to the Work in consultation or collaboration with FERN. Publisher shall send the final edited version of the Work to FERN, who shall make any proposed revisions and corrections and return it within a reasonable period of time to Publisher. Publisher and FERN acknowledge and agree that time is of the essence with regard to the editing, proofing, fact checking and finalization of the Work for publication.
- (b) In the event that Publisher desires to make changes or modifications to the Work that are not acceptable to FERN or Author, FERN may terminate this Agreement immediately upon written notice to Publisher.
- (c) In the event that the Publisher decides not to publish (“kill”) the Work, the Publisher shall pay FERN 25% of the work fee.

## **3. WARRANTY AND INDEMNITY**

- (a) Each party warrants to the other that (i) such party is the sole owner of the rights granted in this Agreement, has not assigned, pledged or otherwise encumbered them in conflict with this Agreement and has the right to enter this Agreement and can convey the rights granted to the other party; and (ii) such party shall comply with all applicable law and the highest standards of professional conduct in connection with its obligations under this Agreement.
- (b) FERN warrants to Publisher that (i) the Work contains no material, including but not limited to art, illustrations, and quotes, from other copyrighted works without a written consent of the copyright holder;

and (ii) to the best of its knowledge, the Work contains no material that is libelous or in violation of any right of privacy or publicity.

- (c) Each party (an “Indemnifying Party”) shall indemnify and hold the other (an “Indemnified Party”) harmless against all liability, including expenses and reasonable attorneys’ fees, from any claim resulting in a final judgment provided that such liability is finally established by a court of competent jurisdiction against such Indemnified Party resulting solely from a breach by an Indemnifying Party of the foregoing warranties. Each party will give prompt notice to the other if any claim is made and an Indemnifying Party will cooperate with an Indemnified Party, who will direct the defense thereof. Pending any settlement, final resolution or clear abandonment of the claim, an Indemnified Party may engage counsel of its choice. The provisions of this paragraph shall survive termination of this Agreement.
- (d) The provisions of this paragraph 4 shall survive termination of this Agreement.

#### **4. TERMINATION**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

#### **5. GENERAL PROVISIONS**

- (a) This Agreement shall be binding upon and inure to the benefit of successors and assigns of FERN and the successors and assigns of the Publisher and may not be assigned by either party without the written consent of other party.
- (b) This Agreement contains the entire understanding of FERN and the Publisher with reference to the Work; there are no warranties other than those expressly stated in this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.
- (c) Regardless of its place of physical execution or performance, the provisions of this Agreement shall in all respects be construed

according to, and the rights and liabilities of the parties hereto shall in all respects be governed by the laws of the State of New York.

The parties have agreed to and signed this Agreement as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

**[PUBLISHER]:**

**FERN:**

Signature:

Signature:

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Name:

Name:

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Title:

Title:

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Date:

Date:

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