1) PULLING THE SEAT LANGUAGE

PIJ MEDIA PARTNER AGREEMENT

This PIJ MEDIA PARTNER AGREEMENT dated \_\_\_\_\_\_\_\_\_\_, 2010 (the “Agreement”), is between American Public Media (“APM”), 480 Cedar Street, Saint Paul, MN and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The “Partner”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (each individually a “Party” and collectively, the “Parties”).

RECITALS:

A. APM has developed Public Insight Journalism® (“PIJ”), a method for increasing public participation in newsgathering and for powering collaborative journalism, as well as various tools and processes that implement PIJ. Those tools include the development and use of the Public Insight Network® (“PIN”), a network of news and information sources that (a) strengthens the journalism of a news organization, (b) deepens its connection to the communities it serves, and (c) fuels collaboration with participating newsrooms.

B. APM has entered into relationships with various news organizations and journalism education programs (each and collectively, “PIJ Media Partner(s)”) whereby APM trains and otherwise enables each PIJ Media Partner (a) to adopt PIJ practices, (b) to recruit sources and otherwise build the PIN, and (c) to utilize PIJ in its news reporting.

C. Partner is a news organization that would like to enhance its news and information coverage via the use of PIJ and PIN.

THEREFORE, the Parties agree as follows:

1. PIJ MEDIA PARTNER. Under the terms and conditions of this Agreement, Partner shall become a PIJ Media Partner, and shall have access to the PIN. Specifically:

1. APM (i) shall provide Partner with certain PIJ and PIN-related materials, including but not limited to training, tools, software, and the PIJ database, as more fully described in Section 3 and Exhibit A; (ii) shall develop and monitor PIJ and PIN policies and rules (as more fully described in Section 4 and Exhibit B; and (iii) shall establish PIJ and PIN brand strategy.
2. Partner (i) shall utilize PIJ and PIN in its news operations; (ii) shall adhere to PIJ and PIN policies and rules; (iii) shall promote PIJ and PIN; and (iv) shall utilize and support PIJ and PIN branding strategies provided by APM.

2. PIJ TRAINING

2.1 ON-SITE VISITS TO PARTNER’S OFFICES. APM shall make two visits to Partner’s offices:

1. Prior to the start of the Initial Term of this Agreement, APM’s PIJ representative shall visit the Partner’s offices to present the PIJ concept to Partner’s staff and management, answer PIJ questions, discuss partnership options and funding sources.
2. Shortly after the start of the Initial Term, APM’s PIJ representative(s) shall visit Partner to train Partner staff and create a timeline and strategy for launching, marketing and evaluating the success of PIN. All related travel expenses shall be the sole responsibility of APM.

2.2 TRAINING SESSIONS AT APM-DESIGNATED SITE. During the Initial Term, APM shall provide Partner with one, three-day training session designed to elevate Partner’s use of PIN and spark collaboration with other PIJ Media Partners. Such training shall be held at a location determined by APM. Partner’s PIJ-trained journalists shall attend the PIJ training session, and all related Partner travel expenses shall be the sole responsibility of the Partner unless other arrangements are negotiated. The Parties agree that PIJ training is essential to the effective use of PIJ and PIN, and that PIJ-related tools and access to the PIN will be available only to persons who have successfully completed PIJ training.

2.3 WEEKLY CHECK-INS. During the Initial Term, APM shall provide ongoing advice and regular support for Partner via weekly check-in meetings.

2.4 PIJ MEDIA PARTNER MEETINGS. In its sole discretion, APM may hold PIJ Media Partner meetings. Such meetings may include advanced PIJ training, sharing of PIJ best practices and/or exploration of possible editorial collaboration(s). Partner will be invited participate in such meetings.

3. PIJ TOOLS.

3.1 RESPONSIBLITIES. APM has developed various tools for the implementation and operation of PIJ and PIN (collectively, the “Tools”). At APM’s sole expense, APM shall provide Partner with access to such Tools, and Partner agrees to utilize tools in its news operations.

3.2 CHANGES. The present Tools are described in Exhibit A. In its sole discretion, APM may revise Tools from time to time. APM shall provide Partner with access to any new or revised Tools, and Partner agrees to implement the most recent version of Tools.

3.3 THIRD PARTIES. APM reserves the right to contract with third parties, including but not limited to application service providers or hosting organizations, to obtain various services related to Tools.

4. PIJ AND PIN RULES.

4.1 RESPONSIBLITIES. APM has developed various rules for implementation and ongoing operation of PIJ and PIN, including but not limited to rules for use of the PIN sources (collectively, the “Rules”). APM shall provide Partner with Rules, and Partner agrees to comply with Rules in its news operations.

4.2 CHANGES. The present Rules are described in Exhibit B. In its sole discretion, APM may revise Rules from time to time. APM shall provide Partner with timely notice of any changes to Rules, and Partner agrees to comply with the most recent version of Rules.

5. PIJ BRANDING AND PROMOTION.

5.1 INITIAL LAUNCH AND BRANDING STRATEGY. Using APM-provided PIJ brand and communication tools, Partner shall develop a focused initial launch and branding strategy to ensure initial success in recruiting regional and other relevant sources to the PIN. Partner will develop and implement the launch plan in consultation with APM.

5.2 ONGOING PIJ PROMOTION. Throughout the Term, Partner shall encourage people to join PIN using relevant platforms, including but not limited to (a) on-air and host copy, (b) online on Partner’s website (including homepage) (c) Partner’s social media efforts, (d) Partner’s member mailings, (e) Partner’s events (e.g., creating a brochure for distribution at events, describing the PIN in presentations to the public) or (f) printed publications. In addition, Partner may promote and participate in national outreach activities designed to build the diversity of the PIN.

**5.3 ANNUAL SUPPORT LEVEL. Partner agrees to spend $1,000 to $3,000 annually to promote its PIJ work to the public and to recruit individuals to join the PIN. This annual sum shall be used by Partner to prepare printed materials, advertisements, giveaways, and other reasonable promotional materials, and shall be in addition to the Annual Fee and any Seat Licenses Fees paid to APM.**

NEED TO SPECIFY TMC

**Partner agrees to promote its PIJ partnership to the public and to recruit individuals to join the PIN throughout the term of the Partner Agreement. Promotion includes a one-time announcement about PIJ partnership through web site, e-newsletter, magazine, or similar channel. Partner will include PIJ logo, link to PIJ website and approved quote from PIJ representative in announcement material. Partner agrees to appropriately credit or note the use of PIN anytime Partner publicizes a story or source solicitation that is derived from PIN supported content. Such credit shall include PIN logo, link to PIN or PIJ website, and approved statement of PIN partnership.**

5.4 LIMITED LICENSE. APM hereby grants Partner a nonexclusive, limited license to use (a) the registered marks “Public Insight Journalism®” and “Public Insight Network®” (b) PIJ and PIN brand materials. Such license is granted for the duration of the Term (as described in Section 9 of this Agreement), and shall be used solely in promoting PIN and PIJ. Partner may not adapt the PIJ or PIN logo or marks.

5.5 CREDITS. Partner shall acknowledge the role of PIJ in content development by (a) noting that the content is “informed” or “powered” by the Public Insight Network®, and (b) using the APM logo and PIN word mark provided by APM in its promotional materials and on its website, including but not limited to pages that promote or provide links to PIN sign-up or queries.

6. PIJ STAFFING.

**6.1 STAFFING COMMITTMENT. At its sole expense, Partner shall be responsible for providing all staffing necessary to implement and utilize PIJ, and to assure that:**

1. **Partner actively recruits sources from its community to populate the PIN;**
2. **Information about use and results of PIJ is up-to-date and available in the PIJ systems; and**
3. **A designated news manager is trained and accountable to ensure the integration of PIJ into the Partner’s editorial work, and the continuity of practice.**

**6.2 PIJ JOURNALISTS. Partner agrees (a) to train two or more of its journalists (e.g., employees, independent contractors) (each, a “PIJ Journalist(s)”) in the use of PIJ and PIN, and (b) to obtain the seat license(s) (“Seat License”) necessary for successful deployment of PIJ and use of the PIN. Seat licenses are available only to trained PIJ Journalists, and provide access to Tools and PIN. Seat Licenses may not be shared, but upon reassignment or resignation, are transferrable to Partner’s other PIJ Journalists.**

**6.2 PIJ PARTNER LEADERSHIP. Partner agrees to assign an editor-level staff member to:**

1. **Champion PIJ within and across the Partner’s organization (marketing, new media, etc.);**
2. **Oversee and coordinate PIJ Journalist work within Partner newsroom and ensure benchmarks are met and best practices are followed;**
3. **Ensure Partner complies with all aspects of PIJ Media Partner Contract and Supplemental terms; and**

7. REPORTS AND STUDIES.

7.1 PARTNER’S REPORT. Partner shall track efforts to build and engage the PIN through its newsroom, and shall compile and provide APM with data about the success of its efforts, including but not limited to a list of and links to stories informed by the PIN (the “Partner’s Report”). Partner shall provide Partner’s Report on a timetable and in a format that are determined by mutual agreement.

7.2 EVALUATION STUDIES. Partner may choose to participate in APM’s PIJ evaluation studies (the “Evaluation Studies”) with other PIJ Media Partners. Evaluation Studies measure and improve the impact of PIJ on PIJ Media Partner newsrooms, PIN sources, and the communities they serve.

8. PAYMENT.

8.1 ANNUAL FEE. As payment for use of PIJ as described in this Agreement, Partner agrees to pay APM the following fee(s):

1. an annual fee (“Annual Fee”) at a rate determined by APM. Annual Fee is subject to change from time to time. The annual fee for the Initial Term is $5,000 and includes two (2) software seat licenses (the “Seat Licenses”); and
2. *any additional Seat Licenses fees (“Additional Seat License Fees”) at a rate determined by APM. Seat License Fees are subject to change from time to time. The Seat License Fees for the Initial Term are as follows:*

*Additional seats three through five: $2,000/seat*

*Additional seats six through ten: $1,500/seat*

*Additional seats eleven and up: $500/seat*

8.2 PAYMENT PROCESS. APM shall issue an invoice for the Annual Fee and for any Additional Seat License Fees, and Partner’s payment shall be due net 30 days.

9. TERM

9.1 DURATION. The initial term of this Agreement shall begin on October 15, 2010 and end on October 14, 2011 (“Initial Term**”). This Agreement shall automatically renew for an unlimited number of additional terms (each, a “Renewal Term”), unless one party gives the other party written notice no less than thirty (30) days before the end of the then current term. (Collectively, the Initial Term and any Renewal Terms are the “Term”.)**

9.2 TERMINATION. Either Partner or APM may terminate this Agreement (a) upon sixty (60) days written notice at any time, or (b) upon five (5) days notice of the breach of the Agreement by the other Party, provided that the breaching Party (i) has been given written notice of the breach and (ii) as determined by the nonbreaching Party, has not cured the breach within five (5) business days of receiving such notice.

9.3 EFFECT OF TERMINATION. (a) Upon expiration or other termination of this Agreement, each Party shall return any confidential information provided to the other Party. Further, APM shall provide Partner with CSV computer file containing all data collected by the Partner during the Agreement, and Partner shall return any and all Tools, Rules, and other proprietary material provided by APM. (b) The following sections shall survive the expiration or other termination of this Agreement: Sections 10, 11, and 13.

10. PROPRIETARY AND CONFIDENTIAL INFORMATION

10.1 COPYRIGHT OWNERSHIP.  As between the Parties, APM owns and shall continue to own all intellectual property rights to Tools, Rules, Software, Data, and other proprietary material related to PIN and PIJ, including the copyright and all renewals thereof. Partner agrees to refer any request for use of APM proprietary material to APM.

10.2 CONFIDENTIAL INFORMATION. The Parties acknowledge that data contained in PIN and/or  PIJ is deemed confidential. All such data, as well as any other confidential and proprietary information that a Party (or Party’s employees, agents, or subcontractors) may encounter or develop during the course of this Agreement, including trade secrets and the terms of this Agreement, shall remain confidential, and all such materials shall be delivered to their owner upon the termination of this Agreement. Any and all uses of confidential information by either Party shall be consistent with Exhibit B. The terms of this paragraph shall survive termination of this Agreement.

10.3. REQUESTS FOR USE OF PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.  A Party may, from time to time, be subject to a formal request (e.g., a subpoena, an open meeting request) or an informal request (e.g., a request from a journalist who is not affiliated with a PIN partner) to use proprietary data from PIN or PIJ or other copyrighted material owned by APM. Partner shall immediately refer any such request to APM, and, in consultation with Partner, APM shall determine the appropriate course of action in response to such request.  Any sharing of PIN or PIJ data without the prior consent of APM shall be deemed a breach of this Agreement.

11. NONCOMPETITION. Tools, Rules, Data, Software, and any other PIJ-related materials provided by APM to Partner are intended for use only in conjunction with Partner’s use of PIJ. Partner agrees that it shall use such materials, or any other information obtained under this Agreement, only for PIJ-related purposes and not for any other purposes, including but not limited to the development of its own method for increasing public participation in newsgathering and for encouraging collaborative journalism. APM reserves the right to contract with any other third parties, including but not limited to other media organizations, to build and increase output from the PIN and to promote collaborative journalism. The Parties agree that any such relationships are consistent with the terms of this Agreement.

12. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

12.1 REPRESENTATIONS AND WARRANTIES. Information obtained via PIJ or PIN is provided on an “as is” basis. Neither Party makes any representations regarding the accuracy of information obtained via PIJ or PIN. Each Party has sole responsibility for use of the information gathered through PIJ and PIN, including but not limited to verification of information accuracy. Neither Party shall be liable to the other Party or to any third party for information obtained via PIJ and PIN. Each Party hereby makes the following representations and warranties (only): (a) that it is free to enter into this Agreement and carry out the terms contained herein, (b) that it has not and shall not enter into any agreement that is inconsistent with any of the provisions of this Agreement.

12.2 INDEMNIFICATION. The Parties agree to indemnify, defend and hold each other harmless against any and all damages, suits, losses or expenses (including, but not limited to, reasonable attorney's fees, expenses and costs) or other liability of any nature that the other Party may suffer or incur arising from any breach or alleged breach of any representations, warranties or covenants made in this Agreement, including Contractor’s independent contractor status.

13. NOTICE. All notices, requests, demands, and other communications provided pursuant to this Agreement shall be (i) in writing, (ii) delivered by personal delivery, recognized overnight delivery service, confirmed facsimile, or registered or certified mail, postage prepaid with return receipt requested, (iii) deemed communicated on the date of personal delivery, the date in the records of the delivery service, the date on the facsimile confirmation form, or the date on the return receipt, and (iv) addressed as follows, or to any other address or addressee provided by the Party:

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| --- | --- |
| If to APM:  American Public Media  ATT: Senior Vice President, Digital Innovation  480 Cedar Street  Saint Paul, MN 55101  Phone: 651-290-1121  Fax: 651-290-1295 | With a copy to:  American Public Media  ATT: General Counsel  480 Cedar Street  Saint Paul, MN 55101  Phone: 651-290-1500  Fax: 651-290-1243  Email: [legal@americanpublicmedia.org](mailto:legal@americanpublicmedia.org) |

If to Partner: With a copy to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. OTHER TERMS

14.1 AMENDMENT; ASSIGNMENT. This Agreement, including any and all exhibits, contains the entire understanding of the Parties and no modifications can be made except in writing and signed by both Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned by Partner without the prior written consent of the APM.

14.2. RELATIONSHIP; GOVERNING LAW. This Agreement does not create a Joint Venture or partnership. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

14.3. HEADINGS. Section headings are provided for reference purposes only, and are not to be deemed to constitute part of this Agreement.

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| --- | --- |
| PARTNER | AMERICAN PUBLIC MEDIA |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A:  Tools

1. PIJ HANDBOOK. Two hard copies of the PIJ handbooks for use by the Partner, and links to download the handbook digitally.
2. SIGNUP LINKS. Links for placement on the Partner’s website that allow user sign-up for the PIN.
3. WEB PRODUCTION SUPPORT. Web production advisory support for Partner’s use in customizing PIN-templated pages on Partner’s own website(s) should Partner elect to utilize such PIN-templated pages. Any such customization by Partner shall be subject to the branding framework described in this Agreement.
4. BRAND TOOLS. Access to PIJ brand strategy, and PIJ- and PIN-related graphics, logos and suggested language to assist Partner in promoting its use of PIJ and recruiting PIN sources. APM shall identify any required graphics, logos and language that must be used to maintain brand consistency of messaging across the PIJ system.
5. COMMUNICATION TOOLS. Access to PIJ communication tools that allow APM, Partner, and other Media Partners to regularly share PIJ- and PIN-related ideas, problems, questions and experiences.
6. DATABASE. Secure database storage (“Database”) of all PIN information (“Data”) gathered by Partner and other PIJ partners. This database shall be accessible only to (i) APM and its contractors (e.g., research, database work, technology contractors), provided that any such contractors have signed APM’s usual confidentiality agreement, (ii) PIJ Media Partners, and (iii) others authorized by APM. Only trained journalists and staff authorized by a PIJ director shall have access to PIN database sources.
7. SOFTWARE. Access for the Partner’s PIJ-trained staff to use PIJ software tools (“Software”) in accordance with the terms of this Agreement, such that Partner may (i) modify, search and manage sources recruited to the PIN, (ii) create and target queries to the network, and (iii) distribute such queries using a bulk e-mail service. Partner shall have access to Tools to recruit sources and engage the PIN, but shall not have access to source code as part of this Agreement. APM makes no representations or warranties regarding software. APM is not liable for any loss resulting from defects or lack of access to Software. APM shall maintain, enhance, and support Software for Partner’s use at the same level as it does for its own internal use.

EXHIBIT B: RULES

1. PIJ Media Partners, including Partner, shall collect certain information from persons who wish to be part of PIN (each such person is a “Source”).
2. Personal identifying information gathered from Sources (“Source Information”) is deemed confidential and is subject to certain restrictions regarding its use.
3. Sources recruited by Partner to the PIN and their Source Information shall be included in a national database that is owned and maintained by APM for use by APM, PIJ Media partners, and other parties authorized by APM. Use of Source Information by other parties shall require prior approval by the Source and APM.
4. All collection of Source Information through PIN shall be done in accordance with APM’s practices and procedures and shall be subject to the terms of this agreement.
5. All PIJ Media Partners, including Partner, shall treat individuals in the PIN as Sources, and shall preserve the confidentiality of each Source’s personal information and responses.
6. Sources’ personal information and responses may be used for journalistic purposes, and shall not be used for any non-editorial purpose, including but not limited to marketing, membership, subscription, or promotional purposes. Any such use shall require prior written consent from the Source and APM.
7. Source Information may include sensitive personal stories and information. Partner and APM shall restrict access and circulation of the information and responses to only those editorial staff working on the particular story, segment, blog, online feature or show related to that information.
8. No Source response or comment shall be used on air, online, in print or otherwise distributed without the Source’s prior consent.
9. Source Information shall not be sold, shared, or otherwise made available to parties that are not authorized users of the PIN, without permission from Source and APM.
10. In the event that a PIJ Media Partner is sold, personal information and responses provided by a Source may not be transferred, assigned, or conveyed to a new owner. However, Partner shall have the complete rights to share or otherwise transfer, assign, disclose or convey all source information from sources that Partner has recruited and/or generated directly, subject to the data submission rules in place at the time such data was collected. Partners shall also have complete rights to contact such Sources at the Partner’s discretion.
11. APM agrees to provide Partner with updated versions of software in a timely manner as they are developed and released. APM agrees that Partner may opt in to be included as a beta site in new releases.
12. Partner agrees (a) to identify and participate in collaborative projects with APM and other PIJ Media Partners; (b) to help recruit other media outlets to APM’s Partner Network, especially those whose location or mission aligns with APM’s PIN strategic goals; (c) to develop PIN-specific digital content, and (e) to use PIJ tools and processes to spur digital innovation.