

SUMMARY: MODEL FREELANCE PUBLISHING AGREEMENT¹

Commissioning Organization: (the "Company")

Contributor: (the "Contributor")

The Company commissions the Contributor to produce a story/image/video suitable for the Company to publish (the "Work") and agrees to pay the Contributor a fee for the Work.

Description of the Work:

Date of Agreement: Date for Submission of the Work:

Fee: **Option A:** The total amount of \$ for the Work.

Option B: The amount equal to the total time spent on producing the Work at a rate of \$ per hour/day/week/month.

If the Company requests the Contributor to modify the Work for more than [drafts/weeks], the Company pays an additional fee of [\$ per [day]] and reimburses additional expenses.

Payment: The Company pays the Contributor within [30 or] days after the Company's receipt of an invoice submitted by the Contributor based on the following:

Option A: Full payment of the Fee after the Contributor submits the Work to the Company.

Option B: [60 or]% payment after the Contributor submits the Work and [40 or]% payment days after the Company publishes the Work.

Option C: The Company pays [80 or]% as a "kill fee" if it does not publish the Work.

Option D: The Company pays the [hourly/daily/weekly/monthly] fee based on the [hours/days] worked as described in the invoice.

[Regarding any of the options above, if the Company is more than [30 or] days late in paying the Fee, it must pay interest at a rate of [1 or]% per month in addition to the Fee.]

Expenses: **Option A:** The Company advances to the Contributor [100 or]% of estimated expenses based on an approved budget and reimburses any additional amount as in Option A

Regarding either of the above options, if the Company is more than [30 or] days late in paying the reimbursement, it must pay an interest at a rate of [1 or]% per month.

Option B: The Contributor presents to the Company proof of expenses within [30 or] days after [incurring such expense/submitting the Work]. The Company reimburses the Contributor within [30 or] days following the presentation of such proof of expenses.

1- Note that this summary was prepared for the sole purposes of assisting parties to understand and negotiate the key terms of the freelance publishing agreement and should not be used as a binding legal document. A full agreement should be executed by the Contributor and the Company. In the event of any conflict between the summary and the agreement, the agreement controls.

Insurance: **Option A:** The Company enrolls the Contributor in its insurance program at its cost or otherwise buys insurance for the Contributor.

Option B: The Contributor buys insurance and the Company reimburses the expense.

Option C: The Contributor buys insurance at his/her own expense.

Rights: **Option A:** The Contributor owns the Work and grants certain rights to the Work to the Company exclusively.

Rights granted: [] language(s); [] medi(um/a); [] use (editorial and/or commercial); [] countr(y/ies)/region(s); [no or only []] transfer to other publishers; and exclusivity for a period of [] days/weeks/months.

Option B: ("Work for Hire"): The Contributor gives all rights and ownership to the Work to the Company.

Termination: [Either the Company or the Contributor may terminate this contract by giving [30 or []] days' notice to the other. Upon termination, the Company will continue to be responsible for the fee and reimbursement of expenses that are payable at the time of such termination. Contributor should return unused advance of expenses to the Company, if any.]

Other: The Company maintains confidentiality of the Contributor's sources to the extent permitted by law.

[The Contributor and the Company retain notes and other records for one year after publication.]

The Company designates [] of (Finance/Legal/Human Resources) to receive inquiries or complaints from the Contributor about payment and other issues.

The Company commits not to judge the Work based on discriminatory grounds. The Contributor may contact [] of (Legal/Human Resources) of the Company in case of suspected discrimination.

The Contributor acknowledges that she/he is an independent contractor, is responsible for paying taxes related to the Work, and is not entitled to employment benefits.

Disputes are resolved in court under New York law.