



Memorandum of Understanding

To: _____

From: Richard Minter/American Media Institute

This Memorandum of Understanding (“MOU”) is made and entered into on _____, 2014, by and between American Media Institute (“AMI”), a non-profit, investigative news service, organized under the laws of the District of Columbia, and tax-exempt under Section 501(c)3 of the Internal Revenue Code, and The _____, a for-profit corporation, organized under the laws of _____

WHEREAS, AMI desires to research, produce and deliver complete news stories to _____ and, once a story is published by _____, use AMI’s own resources to promote such story to radio, television, online outlets and social media to drive readers to the _____; and,

WHEREAS, _____, at its option, desires to publish AMI’s news stories in exchange for presenting the AMI byline and affiliation of AMI’s reporter with each story and providing certain metrics from _____’s web site and content management system.

NOW, THEREFORE, AMI and _____ each agree as follows:

1. **Term.** The term of this agreement shall be one year, commencing on April 1, 2014. The agreement shall be automatically renewed annually, unless either party gives written notice of termination. The agreement may be terminated by either party at any time provided the other party is notified in writing 30 days in advance of termination.

2. **Consideration.** AMI will supply news stories to _____ for \$1.00 per year and under the following terms in consideration of _____’s provision of certain benefits to AMI, as set forth below.

(a) **Completeness.** AMI will supply a complete news story, which has been fact-checked by AMI’s independent editors and conforms to Associated Press style. It is understood and agreed that the AMI

news story will go through the same editorial process at _____ as wire copy and other news copy.

(b) **Uniqueness.** AMI will offer a news story that is unique to _____ and not offered to any other newspaper or other news outlet anywhere on Earth prior to _____'s publication or rejection of the same.

(c) **Promotion.** AMI will use its own resources to promote any AMI news story published by _____ on radio, television, as well as online and social media. AMI will direct all web and media traffic to a link at _____'s website, and AMI's own website will link to its story on _____'s website. In addition, all radio and television appearances will credit _____ as the place of publication and, where possible, the broadcast outlets' website will direct traffic to the _____'s website.

3. **Editorial integrity.** _____ retains an absolute right to reject any AMI story for publication or to edit it to conform with _____'s editorial standards. In the event that editorial changes are substantial, _____ will provide AMI with an opportunity to review the edited copy for factual and related errors.

4. _____'s **Benefits to AMI.** _____ agrees to provide the following benefits to AMI.

(a) **Credit.** AMI will be credited by _____ in the same manner wire copy is credited by _____, i.e., in the byline of the story that AMI provides. The byline shall read: "By [author's name], AMI" or, in the alternative: "By [author's name], American Media Institute." Either style of credit fully satisfies this provision.

(b) **Placement.** The AMI story shall appear in _____s newspaper, in both its print and online editions, and shall appear in a news section and never, under any circumstances, in an opinion section.

(c) **Point of contact.** _____ shall appoint one editor as a point of contact for AMI. This editor shall be empowered to accept or reject AMI's stories for publication and to speak on behalf of _____ in all matters related to this agreement. It is understood that the editor, who is the point of contact, may assign the story to another editor or editors for editing or preparation for publication. SDUT shall provide the point of contact's direct-dial phone number, cell phone number and email address.

(d) **Permanent link.** _____ shall provide and maintain a permanent link, on its website, to each and every AMI story that it publishes, in a similar manner to the way it archives other content that it publishes.

(e) **Metrics.** _____ shall share information from its website and contact management system regarding the traffic and demographics that AMI stories receive in order that AMI can analyze and evaluate the impact of the stories that it produces and supplies to the newspaper. AMI shall treat this data as confidential and proprietary to _____ and shall not, under any circumstances, disclose it to any outside party. AMI will use data from the website and content management system to evaluate the type and timing of its stories in order to deliver more impact.

5. **Copyright.** AMI will grant _____ Serial Rights to _____ for each and every AMI story that _____ publishes for a period of 48 hours from the moment of first online or print publication, whichever comes first, and AMI thereafter expressly maintains any and all other rights to sell or transmit the AMI story to any other entity, in any format whatsoever, throughout the universe. The rights that AMI reserves include, but are not limited to, the right to television, films, plays, radio, online dramatizations or serializations.

6. **Story Ideas.** Either _____ or AMI may originate ideas for AMI news stories. The resulting AMI news story remains the sole property of AMI. No shared property interest is created by _____ providing AMI, or any of its employees, contractors or other personal, with any tip, lead, suggestion or any other form of story idea.

7. **Additional reporting.** _____, at its sole discretion, may add additional reporting to any AMI news story and may credit, according to its usual business practices, the work of its employees, stringers or other contractors, in that news story, provided that AMI is credited in accordance with section 4(a) of this agreement.

8. **Miscellaneous.** Nothing contained herein shall be interpreted to create an agency, partnership or joint venture between the parties.

9. **Notices.** Notices required under this MOU shall be sent to the following addresses:

American Media Institute
P.O. Box 2847

Potomac Station,
Alexandria, VA 22301

The _____

In WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on March_____, 2014.

American Media Institute

Richard Minter
Chief Executive Officer

Chief Executive Officer