

Independent Contractor Freelancer Agreement

This Independent Contractor Freelancer Agreement is entered into by and between _____, (“Contractor”), and **The News & Observer** (“Company”). The parties agree as follows:

1. **Definitions.** The following definitions shall apply to this Agreement:

a. “Work” shall mean any article, photograph, column, review, graphic, illustration, or other editorial material submitted by Contractor to the Company for publication pursuant to this Agreement.

b. “Publication” shall mean communication, by writing, broadcast, electronic, digital or telephonic transmission or in any other way distributed.

2. **Independent Contractor Relationship.**

a. Contractor will perform all services and provide all Work pursuant to this Agreement as an independent contractor and not as an employee of the Company. Contractor is responsible for filing all tax returns and paying all taxes, contributions and losses, if any, pertaining to Contractor’s business. The Company will not deduct, withhold, or pay any taxes of any kind on the payments made to Contractor. The Company will treat Contractor as an independent contractor and not as an employee for all federal, state and local tax purposes. Contractor acknowledges and agrees that he/she will not receive any employee benefits of any type from the Company, and by his/her signature below voluntarily declines and waives any and all rights, if any, to such benefits, including but not limited to: health, sickness, accident, dental, life, disability and accidental death and dismemberment coverage, severance, vacation and other paid time off, expenses, profit sharing, cafeteria plans, pension, 401(k), all other types of retirement plans or programs, and incentive or bonus compensation plans or programs.

b. As an independent contractor, only Contractor retains the right to control the manner and means by which Contractor produces work or performs services pursuant to this Agreement, including, when, where, and how Contractor does so, provided Contractor meets the agreed upon submission deadlines. Contractor sets Contractor’s own schedule. Contractor is not required to appear at the Company’s offices, and Company will not provide Contractor with office space, equipment, supplies or reimbursement for any expenses. Contractor is not obligated to accept any opportunity or offer provided by the Company. With respect to services performed pursuant to this Agreement, Contractor will describe himself/herself as an “independent contractor,” “freelancer,” “stringer,” or “special correspondent” of the Company, and not as an employee, staff writer or other legal agent of the Company.

c. Contractor may retain such employees or subcontractors as may be necessary to assist Contractor in the performance of Contractor’s obligations pursuant to this Agreement; provided, however, that all Works submitted to the Company pursuant to this Agreement shall be original works of Contractor and Contractor shall ensure that no

employee, or subcontractor has any rights to or claim of ownership with respect to any Works submitted to the Company pursuant to this Agreement. Contractor shall be solely responsible for hiring, firing, managing and controlling all employees or subcontractors, which Contractor hires or retains. Contractor agrees that Contractor and Contractor's employees and subcontractors, if any, will produce works and perform all services required by this Agreement in compliance with all laws, including but not limited to, maintaining automobile and other insurance as may be required by law.

3. Representations and Warranties--Original Works.

a. The Company shall have the complete discretion to select for publication or reject any Work submitted by Contractor pursuant to this Agreement, for any reason or no reason. All works submitted by Contractor pursuant to this Agreement shall be original works by Contractor. The Company has the right to edit, revise, adapt and make all final judgments on headlines, editing and visual treatment of the Works. Work published will include Contractor's byline.

b. Effective at the time of submission, Company shall have an irrevocable, paid up, world-wide, transferable license, in perpetuity, to edit and create derivative works of the Work, and to copy, distribute, display, publicly perform, broadcast, transmit, and/or adapt the Work or any derivative works based on the Work, including a license to redistribute, reproduce, republish, and to authorize republication, and reproduction of all or part of the Work in print, video, and/or audio, in any microform media, in any database, in any other media or platform or by any other method (computer, electronic, magnetic, online, optical, video, CD-ROM or otherwise), now or hereafter invented. Contractor further grants to the Company all of the rights set forth in the immediately preceding sentence with respect to any and all editorial material previously submitted by Contractor to the Company and published by the Company (the "previous editorial material"). Nothing in this Agreement shall require the Company to accept Works provided by Contractor to Company. The rights granted herein regarding previous editorial material shall not limit in any way any greater rights previously granted with respect to such material.

c. Contractor agrees that by submitting any Work to the Company pursuant to this Agreement, Contractor represents, warrants and agrees: that Contractor has the exclusive right to license the Work to the Company as contemplated herein; that the Work does not violate any copyright or proprietary or contract or personal right of others; and that the Work contains nothing which invades the privacy of another, and does not present a conflict of interest. Contractor further warrants and represents that the Work is accurate and the details have been (or will be) checked or verified close enough prior to the proposed publication date to insure that the Work is current and accurate; that Contractor has not and will not receive any compensation or remuneration of any kind from any person, business or subject referenced in the Work. Contractor further warrants and represents that the Works contain nothing which is libelous, unlawful or obscene, and that all recipes, formulas, or instructions contained in the Works are not injurious to the user if used or followed as recommended.

d. Contractor agrees to provide the Company with legible, proofed copy adhering to the AP Stylebook, and conforming to the generally accepted journalistic standards for grammatical and stylistic content. Contractor may, in Contractor's sole discretion, provide film in a developed or undeveloped condition for further processing by the Company. Contractor further agrees to cooperate with the Company in a timely manner to answer questions and obtain information necessary to check and verify information relevant to the Work (including but not limited to: sources, citations, records, names and addresses).

4. **Indemnification.** Contractor shall indemnify and hold the Company, and anyone acting on its behalf (including its employees, directors, parent company and licensees) harmless from any liability or expenses, including the payment of all attorneys' fees for counsel selected by Company, resulting from Contractor's breach or violation of the representations, warranties or agreements set forth in Paragraph 3 above, or from claims resulting from the Company's publication of any Work, including but not limited to, claims of plagiarism, defamation, invasion of privacy, or copyright, patent or trademark infringement. Contractor further agrees to indemnify and hold the Company harmless from any and all claims brought by third parties as a result of all conduct (including but not limited to tortious conduct), statements or omissions of Contractor, Contractor's employees or subcontractors in the course of producing Works or performing services pursuant to this Agreement. Contractor shall notify the Company immediately of any claims threatened or asserted for which Contractor has agreed to indemnify Company pursuant to this Agreement and shall cooperate in the defense of any such claim.

5. **Use of Contractor's Name.** The Company shall have the right to use Contractor's and the author or creator of the Work's name, photograph, identity, biographical information, and likeness in any form in advertisements or promotions for the Company or other publications or services that include at least one Work produced by Contractor. The Company also has the right to use, restrict, modify, and edit the Works.

6. **Company Contact Person.** Contractor's contact person for the Works is Wendy Holmes. The Contact person can be reached at the following telephone number: (919) 836-5605. Contractor agrees to accept the Works pursuant to mutually agreed upon deadlines.

7. **Term and Termination.** This Agreement is effective from March 1, 2008 to March 1, 2009. It can be terminated by one party prior to its expiration only if: the other party has materially breached this Agreement, or one party gives the other party not less than 30 days' written notice of termination, for any reason, or no reason at all.

8. **General.** This Agreement will be interpreted under and governed by the laws of the State of North Carolina, or federal laws as applicable. This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes any prior or concurrent written or oral agreements or representations with regard to its subject matter. This Agreement can be amended only by a writing signed by both parties.

By Contractor's signature below, Contractor represents that Contractor has read this Agreement and has had an opportunity to consult with counsel of Contractor's choice prior to signing. This Agreement is not binding on the Company unless it is signed by an authorized representative of the Company.

9. **Severability.** If any portion of this Agreement is found to be unenforceable, the remainder of the Agreement will be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Contractor

Company

Printed Name

Name and Title

Signature

Date

Company Name

56-0338580

Telephone Number

EIN

Address

City/State/Zip

Date

Taxpayer I.D.