CIVICSTORY, INC. South Orange, New Jersey 07079

March 1, 2020

Editor Newsroom

Dear,

As you are aware, the New Jersey Sustainability Reporting project (the "NJSR project") is a statewide collaborative of nonprofit entities formed for the purpose of running a fellowship program to generate news reporting about sustainability activity and issues in New Jersey. CivicStory, Inc. ("CivicStory") is the administrator (as such, the "Administrator") of the fellowship program. CivicStory is a 501(c)(3) nonprofit entity with the purpose of advancing solutions-based news about civics and sustainability in New Jersey.

This letter agreement sets forth an understanding as to the terms under which CivicStory, Inc. has agreed to provide (the "Newsroom") with a stipend to facilitate reporting of news by ("NJSR Fellow") on sustainability activity and issues.

- 1. <u>Amount of Grant</u>. The Administrator will pay the Newsroom a one-time grant of \$4,000 (the "Grant"), in installments as follows: \$1,000 by August 31, 2019; \$1,000 by October 31, 2019; \$1,000 by December 31, 2019, and \$1,000 upon completion of reporting and submission of a brief fellowship survey by January 31, 2020. Checks will be payable to the Newsroom. This Grant may be renewed in the future but a separate letter of agreement will set forth the terms of any future grant and neither the project team nor the Administrator shall be under any obligation to make such a future grant.
- 2. <u>Orientation and Training</u>. The Newsroom's nominated reporter ("NJSR Fellow") will attend three days of orientation, training, and dialogue on environmental sustainability topics and issues provided by NJSR Hub entities, nonprofit affiliates, and guest speakers, tentatively scheduled for August 12, 14, and 19, 2019.
- 3. <u>Content.</u> The NJSR Fellow will produce twelve (10) to (12) short to mid-length print sustainability news stories over the six months ending January 31, 2020. The subject and timing of the release of these stories will be discussed with the NJSR Project Manager to ensure optimal timing with NJSR publications, avoid redundancy, and achieve broadest reach and impact of the content for public benefit.
- 4. <u>Publication and Attribution</u>. Stories will first be published by the Newsroom. Thereafter, the Newsroom will make the story available for distribution by NJSR founding entities, nonprofit affiliates, and other organizations, under the Creative

Commons license. Each report will state that: "This story was produced in collaboration with CivicStory and the New Jersey Sustainability Reporting project.

- 5. Stories will be digitally archived by the Newsroom and the Administrator, tagged with appropriate meta-data, and made accessible to the public.
- 6. The Newsroom shall be responsible for ensuring that all statements in its reports are true and accurate. In preparing its reports, the Newsroom shall not infringe upon, misappropriate or otherwise violate any right of any third party whatsoever (including, without limitation, any copyright, trademark, service mark, or other intellectual property right, literary, dramatic or motion picture right, right of privacy, publicity right, or other personal right, property right or contract right) or violate any applicable law, common law, administrative regulations, rules or applicable industry codes of practice.
- 7. The Newsroom agrees to indemnify, defend and hold CivicStory and NJSR founding entities, the Administrator, and any of their respective affiliates and representatives harmless from and against any and all damages resulting from or arising out of any material breach by the Newsroom of this letter agreement.
- 8. All notices and other communications related to this letter agreement shall be provided in writing or by e-mail as follows:
 - a. If to the Administrator to:

CivicStory Inc. [Address] E-mail: Editors@CivicStory.org

b. If to the Fellow or the Newsroom: Name Address

Notices shall be deemed given when received. The notice information set forth above may be changed at any time by the relevant party.

- 9. This letter agreement may only be amended in writing signed by both parties hereto.
- 10. Neither this letter agreement, nor any right hereunder, may be assigned by any party without the written consent of the other party hereto. Any non-permitted assignment or attempted assignment shall be void.
- 11. This letter agreement may be terminated by either party upon fourteen (14) days' notice.

12. This letter agreement shall be governed by the laws of the State of New Jersey without regard to its conflicts of laws provisions.

If this letter agreement reflects our understanding, please sign the enclosed copy of this letter and return it to us at your earliest convenience.

Very truly yours,

CIVICSTORY, INC.

as Administrator of the New Jersey Sustainability Reporting Hub Fellowship program

By:_____

Date: _____

ACKNOWLEDGED AND AGREED:

By: _____

Date: _____

cc: Project Manager, NJ Sustainability Reporting project Co-Chair, NJSR project advisory board Founder & Creative Director, CivicStory