

Sample Newspaper Staff Copyright Agreement

In exchange for the education and training provided by participation as a contributor to/staff member, _____ (The Publication) and _____ (the Staff Member) hereby agree to the following terms for any and all submissions by the Staff Member (the Work):

1. **License and Rights.** The Staff Member grants all licenses necessary to the Publication for the purpose of the Publication's inclusion of the Work in its print and electronic media publishing efforts, including without limitation the right to reproduce, distribute, display, perform, and electronically transmit the Work in connection with the Publication.
2. **Grant of Rights.** By contributing the Works to the Publication, the Staff Member grants a time-limited exclusive license to the Publication to reproduce, display and distribute copies of the Work as part of any edition of the Publication, in any format, in any medium now known or hereafter discovered.
 - a. **Duration.** Any license granted under this agreement shall be exclusive for a period of four months after the date of first publication of the applicable Work; at which point, it shall revert to a non-exclusive, perpetual, royalty-free license. If, after eighteen (18) months from the end of the semester in which it was originally submitted, the Work is not published, the license reverts to a non-exclusive, perpetual, royalty-free license immediately, with no exclusivity period.
 - b. **Irrevocability.** At no time shall the license be unilaterally revocable. Except by operation of law, any license termination must be in writing and executed by both parties.
 - c. **Exception to exclusivity.** Notwithstanding the foregoing, the Staff Member has the right to share, for noncommercial, non-profit reasons, the Works, including without limitation in portfolios for educational, employment, or artistic purposes; and in contest entries.
3. **Term.** The Staff Member agrees that the licenses granted under this agreement shall exist as long as the intellectual property is entitled to protection under the laws of the United States.
4. **Territory and Media.** The Publication shall have the right to reproduce, publish, and distribute the Works in any format now known or later discovered, anywhere in the world; subject to the exclusivity/non-exclusivity durations described above.
5. **Warranty and indemnification.** The Staff Member represents and warrants that any Work submitted as original is accurately described and agrees to indemnify the publication for any damages created by a misrepresentation of a work's originality.

Staff member: _____
Name (print): _____
Date: _____

Editor: _____
Name (print): _____
Date: _____