

**KNIGHT RIDDER TRIBUNE INFORMATION SERVICES
FREELANCE AGREEMENT**

This agreement ("Agreement") is made, on _____, 2004 (the "Effective Date"), by and between _____ ("Photographer") a(n) **[individual/corporation]** having an address at _____ and Knight Ridder/Tribune Information Services, having an address at 790 National Press Building, 529 14th Street NW, Washington, D.C. 20045 ("KRT")

WORK ("Work") Brief Description of Work: _____

- One-time Work
- Recurring Work Frequency: (i.e., weekly) _____

DEADLINE: _____

BACKGROUND

The Photographer has created or will create the Work. KRT desires to distribute the Work on, among other things, the KRT Photo Service. The Photographer is willing to grant such rights to KRT, subject to the terms and conditions of this Agreement.

To ensure that the Publisher will enjoy all "publication rights" in your works submitted to it, now and in the future, regardless of the form in which your works are published, you agree that your works are "works for hire," and you hereby assign and transfer to the Publisher an undivided, one-half ownership interest to your works that you submit to the Publisher from time to time, including without limitation an undivided, one-half ownership interest in and to any and all copyrights and other rights of authorship therein, which assignment and transfer shall be effective upon publication of the work in question by the Publisher. The Publisher will not be obligated in any way to pay or otherwise account to you for any royalties, fees or other payments received by the Publisher in connection with the Publisher's use, sale, license, distribution or other transfer of the works covered by this letter. Similarly, you will not be obligated in any way to pay or otherwise account to the Publisher for any royalties, fees or other payments received by you in connection with your use, sale, license, distribution or other transfer of the works covered by this letter that are permitted by the terms of this letter.

You agree not to assert any "moral rights" or similar rights against the Publisher with respect to such works. The Newspaper will provide appropriate attribution to you in connection with the publication of such works consistent with its then current attribution policies.

NOW, THEREFORE, the parties agree as follows:

1. PROVISION AND PUBLICATION OF THE WORK. The Photographer shall provide the Work to KRT via email, FTP, or any agreed-upon electronic method by the deadline set forth above. Subject to KRT's approval of the Work, KRT will distribute the Work to customers of KRT.

2. GRANT OF LICENSE. To ensure that the Publisher will enjoy all "publication rights" in your works submitted to it, now and in the future, regardless of the form in which your works are published, you agree that your works are "works for hire," and you hereby assign and transfer to the Publisher an undivided, one-half ownership interest to your works that you submit to the Publisher from time to time, including

without limitation an undivided, one-half ownership interest in and to any and all copyrights and other rights of authorship therein, which assignment and transfer shall be effective upon publication of the work in question by the Publisher. The Publisher will not be obligated in any way to pay or otherwise account to you for any royalties, fees or other payments received by the Publisher in connection with the Publisher's use, sale, license, distribution or other transfer of the works covered by this letter. Similarly, you will not be obligated in any way to pay or otherwise account to the Publisher for any royalties, fees or other payments received by you in connection with your use, sale, license, distribution or other transfer of the works covered by this letter that are permitted by the terms of this letter.

You agree not to assert any "moral rights" or similar rights against the Publisher with respect to such works. The Newspaper will provide appropriate attribution to you in connection with the publication of such works consistent with its then current attribution policies. The Photographer grants KRT a worldwide non-exclusive, perpetual, royalty-free license to (i) reproduce, distribute, publicly perform and publicly display the Work, in any media, whether now known or hereafter created (including, without limitation, electronic distribution and inclusion in archival databases); (ii) modify the Work for publication; (iii) crop or delete portions of the Work in order to accommodate space allotment in the anticipated publication; and (iv) transfer or sublicense any the foregoing rights to any entity. Photographer shall use its best effort to cooperate with KRT in making any modifications to the Work as permitted by this section 2. Nothing in this section 2 shall be construed in any way to limit the right of the Photographer to publish or resell the Work.

The Photographer grants KRT a worldwide non-exclusive, perpetual, royalty-free license to (i) reproduce, distribute, publicly perform and publicly display the Work, in any media, whether now known or hereafter created (including, without limitation, electronic distribution and inclusion in archival databases); (ii) modify the Work for publication; (iii) crop or delete portions of the Work in order to accommodate space allotment in the anticipated publication; and (iv) transfer or sublicense any the foregoing rights to any entity. Photographer shall use its best effort to cooperate with KRT in making any modifications to the Work as permitted by this section 2. Nothing in this section 2 shall be construed in any way to limit the right of the Photographer to publish or resell the Work.

3. OBLIGATIONS REGARDING USE OF THE WORK. KRT shall not use the Work in any manner or context that will be in any way derogatory to the Photographer or in any way so as to constitute an express or implied endorsement of any product or service of KRT by anyone associated with the Photographer. In every copy of the Work, KRT agrees to give credit to the Photographer, in the same manner as it accords credit to all other artists and copyright owners whose works are included in KRT services. KRT will not knowingly publish the material on the same page as any obscene or illegal material.

4. PHOTOGRAPHER'S REPRESENTATIONS AND WARRANTIES. The Photographer represents and warrants that: (i) he or she has the right and authority to enter into this Agreement and to grant to KRT the rights to the Work that are granted in this Agreement; (ii) incorporation of the Work in any publication or service, and the reproduction and distribution of the Work as so incorporated, will not infringe upon or misappropriate the intellectual property or other proprietary rights of any third party; (iii) the Work does not contain any matter that is defamatory or that otherwise violates the privacy or publicity rights of any person; (iv) the Photographer will use his or her best efforts to ensure that the Work is true and accurate; and (iv) the Photographer is not now, nor will he or she be during the term of this Agreement, under any obligation to a third party that prohibits, limits or otherwise adversely affects his or her ability to perform his or her obligations under this Agreement.

5. INDEMNITY. Each party will defend, at each party's expense, any claim, suit, or proceeding brought against the other based on a claim that arises out of or is related to its breach of any warranty or representation under this Agreement, and will pay all damages, costs, and expenses incurred by the other party in connection with such claim. To qualify for such defense and payment, the party sued must (i) give the indemnifying party prompt written notice of such claim, and (ii) allow the indemnifying party to control the defense and/or settlement of such claim. The party seeking indemnification shall have the right to participate in any such claim, suit or proceeding with counsel of its own choosing. If the Photographer complies with the terms of this Agreement, he or she will be entitled to any applicable coverage arising from any applicable KRT insurance policies respecting the Work.

6. PAYMENT TO PHOTOGRAPHER AND EXPENSES. In full and final consideration of the rights granted to KRT in this Agreement, KRT will pay the Photographer the fees, if any, set forth in Exhibit A on the terms set forth therein. Unless otherwise specified in Exhibit A, the Photographer will bear its own expenses related to performance of this Agreement.

7. TERM AND TERMINATION. This Agreement shall remain in effect for one year from the effective date, and shall renew for additional one-year periods, unless terminated by either party upon 30 days written notice prior to the end of the then-current term. Either party may terminate this Agreement with or without cause, upon 30 days prior written notice. Upon termination for any reason, KRT shall have the right to continue to exploit the Work in accordance with section 2.

8. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and the State of California, without regard to or application of California's conflicts of law principles. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous statements, understandings or agreements, written or oral, regarding such subject matter. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification or supplementation of any provision of this Agreement shall be effective only if in writing and signed by both parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties and each party is an independent contractor. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that Photographer may not assign any of its rights, obligations, or privileges under this Agreement without the prior written consent of KRT. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue unmodified except as necessary to avoid unfairness.

KRT

Photographer

By: _____

By: _____

Name: Harry E. Walker

Print Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

E-Mail: hwalker@krtinfo.com

Tax ID #: _____

E:mail: _____

Phone: _____

Address: _____

EXHIBIT A
FEES, EXPENSES AND PAYMENT TERMS