

**The Daily Caller**  
**1050 17<sup>th</sup> St. NW, Suite 900**  
**Washington, DC 20036**

**Writing and Video Agreement**

This agreement (the "Agreement") is entered into by \_\_\_\_\_ ("Writer"), and The Daily Caller ("TheDC").

In consideration of the mutual covenants made herein, the parties agree as follows:

**Parties.** Writer is a Daily Caller employee, intern or independent contractor who writes and/or creates video, photo or other content for TheDC as part of his or her employment. TheDC is engaged in the business of online publication, news reporting, video production and commentary.

**Services to be Provided by Writer.** Writer may submit written, photographic or video news pieces to TheDC (the "Articles").

**Changes to Material Submitted by Writer.** Writer agrees that TheDC may make any changes or additions to the Article(s) prepared by Writer, which TheDC in its sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to Writer.

**Representations and Warranties of Writer.** For each and every Article Writer submits to TheDC, Writer represents and warrants that he or she is the sole author of the Article and the Article: 1) is Writer's original work; 2) is not in the public domain; 3) is not owned in whole or in part by any third party; 4) is accurate and truthful; 5) has not been obtained by unlawful means; 6) has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means; 7) that publication of the article by TheDC will not violate any copyright or other right of any third party, including the right of privacy or publicity; and 8) does not contain material that is either obscene, libelous or otherwise contrary to the law.

**Indemnification.** Writer will indemnify and hold TheDC harmless for any claims, matters, complaints, liabilities and actions arising out of TheDC's engagement of Writer, including but not limited to Writer's failure to comply with applicable laws, rules and regulations concerning the withholding and payment of taxes in connection with services rendered to TheDC pursuant to this Agreement.

**Assignment and Ownership of Intellectual Property.** Writer expressly acknowledges that the Article(s) contributed by Writer, and Writer's services hereunder, are being specially ordered and commissioned by TheDC. The parties acknowledge that any Article(s) contributed by Writer hereunder shall be considered "works made for hire" under U.S. copyright law (17 U.S.C. § 101). TheDC shall be the sole and exclusive

owner of all rights and title in and to the results and proceeds of Writer's contributions hereunder, at whatever stage of completion. TheDC shall have the right to copyright the Article(s) in its own name as author and proprietor thereof, to publish the Article, and all previously submitted articles of Writer, in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including without limitation the rights to archive, republish, edit, repackage or revise any Article in any manner as TheDC sees fit. The rights conferred upon TheDC by this agreement shall be exclusive to TheDC.

If, for any reason, the results and proceeds of Writer's services hereunder are determined at any time by a court of competent jurisdiction not to be "works made for hire," Writer hereby irrevocably transfers and assigns to TheDC all right, title and interest therein, including all copyrights and other rights and protections, as well as all renewals and extensions.

**Political Activities.** Writer agrees not to partake in any partisan political activity or other issue advocacy during the term of this Agreement. Writer understands that any such political activity or advocacy could cause others to question their independence as a reporter.

**Governing Law.** This agreement shall be governed by the laws of the state of Delaware.

**Miscellaneous.** This Agreement shall not be amended, modified or changed in any respect except by written agreement of the parties. No trade, custom or usage shall affect this Agreement or the terms and conditions thereof. This Agreement incorporates the entire understanding of the parties and supersedes any and all prior agreements, oral or written, relating to Writer's relationship with TheDC and is intended as a complete and exclusive statement of the terms of the arrangement between the parties.

The terms and provisions of this agreement shall be binding on the parties and their heirs, legal representatives, successors and assigns.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Writer:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

**The Daily Caller Inc.:**

Name/Title \_\_\_\_\_

Signature\_\_\_\_\_