

# TPT PARTNERSHIPS PRODUCTION SERVICES AGREEMENT

This Production Services Agreement (the "Agreement") is made, as of the Effective Date set forth below, by and between Twin Cities Public Television, a Minnesota non-profit corporation whose address is 172 East Fourth Street, Saint Paul, MN 55101 ("TPT"), and the Non-Profit identified below. TPT and Non-Profit hereby agree as follows:

1. **EFFECTIVE DATE.** The "Effective Date" of the Agreement is as follows: \_\_\_\_\_

2. **NON-PROFIT:** Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone #: \_\_\_\_\_ Federal I.D.#: \_\_\_\_\_  
**(Please Provide)**

3. **PRODUCTION.** \_\_\_\_\_

4. **TERM.** "Start Date": \_\_\_\_\_ "Expiration Date": \_\_\_\_\_  
The term of this Agreement (the "Term") is that period beginning on the Start Date and ending on the Expiration Date, unless the Agreement is sooner terminated in accordance with its terms or extended by way of written amendment.

5. **AGREEMENT TO PERFORM SERVICES.** In exchange for payment of the Fee (as defined in Section 6 below), and subject to the terms of this Agreement TPT agrees to perform the services specified below during the Term, or on the dates specified ("Production Services"). Production Services do not include broadcast.

1. Deliverable 1
2. Deliverable 2
3. Deliverable 3

6. **AGREEMENT TO PAY FEES.** Non-Profit agrees to pay TPT US \$ \_\_\_\_\_ (the "Fee") in accordance with the following payment schedule and terms:

Down Payment (50% of the Fee): \$ \_\_\_\_\_

Completion Payment (50% of the Fee) on or about \_\_\_\_\_, 20\_\_ : \$ \_\_\_\_\_

Each payment shall be due to TPT no later than thirty (30) days after the date of TPT's invoices. TPT's MN Statewide Integrated Financial Tools (SWIFT) Number is 0000197195.

6. **BROADCAST:** Subject to the terms of this Agreement, TPT intends to broadcast the Production over TPT broadcast services, including, but not limited to, The Minnesota Channel which is a broadcast service distributed to the stations of the Minnesota Public Television Association. The Production is expected to be broadcast at least 5 times during the Term.

7. **GENERAL TERMS AND CONDITIONS.** General Terms and Conditions for this Agreement appear on the back of this form and are attached to and made a part of this Agreement. Each party confirms that it has read and agrees to the General Terms and Conditions applicable to this Agreement.

**Twin Cities Public Television**

**Non-Profit**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PRODUCTION SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS**

**A. TERMS AND CONDITIONS:**

- 1) **OWNERSHIP OF THE PRODUCTION:** It is understood and agreed that all right, title, and interest in and to the Production, as well as any ancillary materials and products derived therefrom, shall at all times belong jointly and equally to the Non-Profit and TPT. Such joint copyright rights are, however, subject to the terms of this Agreement.
- 2) **ACCESS TO THE PREMISES:** To the extent Non-Profit designates the premises or locations to be involved in the Production, Non-Profit agrees to provide TPT reasonable access to the premises or locations as TPT deems necessary to prepare for and to carry out the Production.
- 3) **INSURANCE:** Non-Profit agrees that it has or will obtain such insurance as is necessary for the Production. TPT may request proof of such insurance prior to commencing work on the Production and from time to time during the Term of this Agreement.
- 4) **REPRESENTATIONS AND WARRANTIES:** TPT and Non-Profit each represent and warrant to the other that they each have the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms thereof and that they have not entered into, and will not enter into any agreement, which is inconsistent with any of the provisions of this Agreement and that neither party is aware of any litigation, pending or threatened, which would in any manner interfere with the full and complete enjoyment of their rights hereunder. Further, each party represents and warrants to the other that any materials provided by said party shall be provided free and clear and shall not infringe upon the copyright, trademark or other intellectual property rights, or violate the right of privacy, or constitute defamation or any invasion of any other rights of any person, firm or entity and that the Production and all materials shall be free and clear of any and all liens or encumbrances.
- 5) **INDEMNIFICATION:** Each party will indemnify and hold the other harmless as well as their officers, directors, trustees, employees, agents, share holders and partners from and against any and all claims, losses of damages, costs and expenses (including reasonable counsel fees) arising out of any material breach of any representation or warranty made by it hereunder.
- 6) **FORCE MAJEURE:** Neither TPT nor Non-Profit shall be liable to the other for the nonperformance of its obligations hereunder due to an event of "force majeure", which term shall include, without limitation, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, act of terrorism, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of either party.
- 7) **NOTICE.** All notices required by this Agreement shall be in writing, and shall be delivered or mailed to the party at its address indicated in this Agreement (except that either party may change its notice address by written notice to the other party).
- 8) **ASSIGNMENT.** Neither party may assign this Agreement without the other's advance written consent.
- 9) **TERMINATION:** This Agreement may be terminated prior to the completion of the Production upon two weeks written notice by either party. In the event this Agreement is terminated prior to completion of the Production, Non-Profit agrees that it will pay to TPT all fees necessary to cover expenditures made or committed by TPT for the Production including promotion thereof. In the event this Agreement is terminated prior to the completion of production and TPT has received all fees due under this Agreement, then TPT will return any fees paid by Non-profit to TPT in excess of those TPT has either spent or committed for the Production.
- 10) **ENTIRE AGREEMENT; NO MODIFICATION; NO WAIVER:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties on this subject. Except as expressly permitted in this Agreement, no modification or amendment of this Agreement shall be effective unless it is in writing and is signed by both parties. If one party breaches this Agreement and the other party elects not to terminate the Agreement for that breach, that election shall not operate as a waiver of any rights the party may have with respect to that or any other breach.
- 11) **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Each party consents to jurisdiction in Minnesota and agrees that venue of any dispute involving this Agreement is proper in Ramsey County, Minnesota.

**B. BROADCAST PROVISIONS:**

If TPT and Non-Profit intend that the Production will be broadcast by TPT, then the following additional provisions apply:

- 1) **EDITORIAL STANDARDS AND CONTROL OF THE PRODUCTION:** If this Production is intended to be broadcast by TPT or for other non-commercial broadcast, then, Non-Profit agrees to abide by all editorial guidelines applicable to the creation of content for broadcast on public television. In recognition of TPT's responsibilities as a broadcaster subject to Federal Communications Commission ("FCC") regulations and PBS guidelines, TPT shall have final editorial control over the Production and the right to review and approve promotion and advertising of the Production, if any.
- 2) **RIGHTS, CLEARANCES, AND LICENSES:** Non-Profit shall be solely responsible for obtaining all rights, clearances, licenses and permissions necessary, in and to all elements contained in the Production (including, but not limited to all graphic or visual elements, music, and individuals or talent appearing in the Production), for all forms of distribution or uses as specified herein, worldwide in perpetuity, and/or as otherwise contemplated by Non-Profit or TPT.
- 3) **BROADCAST RIGHTS:** The parties agree that TPT and its successors and assigns shall have the exclusive right to broadcast the Production on its broadcast services throughout the world for six months beginning 60 days after completion of the Production.
- 4) **OTHER RIGHTS:** Further, the parties agree that TPT and its successors and assigns shall have the exclusive right to republish, use, broadcast or distribute some or all of the Production on the world wide web, for video-on-demand use, as well as in any media now known or hereafter devised, throughout the world for six months beginning 60 days after completion of the Production. After such exclusive rights referred to in 2 and 3 above have expired, each party shall have the right to distribute the Production as they so desire, provided, however, the parties acknowledge that there may be necessary rights to obtain and payments to be made for such distribution. Each party shall be solely and exclusively responsible for any such clearances and payments for their respective distribution.
- 5) **FUNDING OF PRODUCTION:** To the extent Non-Profit must seek funding for the Production, Non-Profit agrees that it will do so in accordance with all underwriting guidelines and other laws applicable to public broadcasting.
- 6) **PROMOTION OF PRODUCTION:** TPT and Non-Profit shall each have the right to promote the Production and their association with it in a manner appropriate to the Production and the terms of this Agreement. TPT and Non-Profit grant each other permission to use trademarks and logos designated by each for use in connection with the Production.
- 7) **FAILURE TO BROADCAST THE PRODUCTION:** Local and world events and other priorities have an impact on TPT's broadcast schedule. The decision whether to broadcast a Production is solely in the discretion of TPT. In the event a Production is not broadcast as scheduled herein, then TPT, working with the Non-Profit, shall attempt to reschedule the broadcast. If, in the opinion of TPT, the Production cannot be broadcast, then TPT and Non-Profit will work together to resolve any issues between them. In no event will TPT be liable to Non-Profit for failure to broadcast the Production.

Initialed by:	Initialed by:
For Twin Cities Public Television	For Non-Profit

## **Editorial Guidelines**

All of Twin Cities PBS's content is produced with support from its members, funders, non-profit partners, and other public service organizations that share TPT's mission and values. In all cases, TPT is responsible for the content it produces, acquires, and distributes and will always aim to ensure that content it distributes meets high standards for accuracy, fairness, and quality. TPT does this to fulfill its mission of enriching the lives of the communities it serves, and to carefully follow Federal Communications Commission (FCC) laws.

To help us and our partners, we have established the following editorial guidelines to assess potential projects, and to judge quality of our content before it is released.

When creating content distributed on digital and broadcast platforms, TPT will...

1. **Never mislead our audiences**  
All content will be as truthful and complete as possible. We will never deliberately mislead our audiences.
2. **Always provide full disclosure of partners and funders**  
We will always tell viewers which organizations, and major funders have helped support our work financially.
3. **Respect the vital and exclusive role of our TPT co-production partners**  
In the case of TPT Partnership co-productions, we will be very clear who has helped us shape content while TPT retains ultimate editorial control of that content. Co-producers play a vital role in shaping some of our content. But this special relationship is limited to our partners and cannot extend to any other individuals or groups, including the funders of any project.
4. **Not be used for simple self-promotion**  
While **TPT**, its partners, and any funders will receive appropriate and visible credit for producing and presenting content, that content must never be largely self-promotional.
5. **Not be used for advocacy on issues of controversy**  
TPT productions sometimes deal with matters of public controversy, but our content must never be used for one-sided advocacy related to such issues. We will assure that in matters of public controversy, alternative viewpoints are acknowledged and fairly characterized.
6. **Not pay for interviews**  
To avoid any perception of inappropriate influence in shaping the views of interview subjects, we will not pay for interviews. On occasion, we may choose to compensate participants for other roles they may perform to aid in our storytelling, but we will discuss this with all interested parties in advance before making any commitments.
7. **Inclusiveness**  
TPT values diversity and inclusiveness in all aspects of its work. As such, we strive to present content that addresses a broad range of ideas, information and perspectives. This means that whenever possible, our content should reflect views from different backgrounds such as geographic areas, ethnicities, genders, sexual orientations, age groups, religious beliefs, political viewpoints and income levels.

*NOTE: These guidelines may change on occasion. Current events, changes in the law, and other matters may impact content distribution and production. In all cases for broadcast content distribution, The FCC requires that sole authority for approving broadcast of any completed program is held by **TPT**.*