

## **Draft Rights Clarification Provision**

### **DEFINITIONS**

For purposes of this Rights Clarification Provision (the “RCP”), each of the following terms will have the definition ascribed to it below:

- “Agreement” means an agreement entered into between the Company and a third party with respect to a Production.
- “Author” means, with respect to a Work, any individual who: (i) for written Works is recognized in the byline for such Work; (ii) for original podcast journalism (not derivatives of other Works), is identified as an ‘Author’ in the Company’s discretion; and (iii) for original video journalism (not derivatives of other Works) is identified as an ‘Author’ in the Company’s discretion.
- “Employee” means a bargaining unit employee.
- “Rights Fee Compensation” means Net Compensation including in the form of option and extension payments; advances; pilot, presentation and episode fees; bonuses, passive payments for derivatives, and royalties; purchase prices and any other form of contingent compensation actually received from third party licensees by the Company for licensing rights to a Work to a Production pursuant to an Agreement; provided that Rights Fee Compensation shall not include any payments for the Company, the Author, or any other individual’s services (e.g., executive producer services) in connection with a Production.
- “Net Compensation” means the Rights Fee Compensation actually received from third party licensees less (a) attorneys’ fees and expenses incurred by or on behalf of the Company in connection with the negotiation of the applicable Agreement, (b) all fees and commissions paid by or on behalf of the Company to any agents in connection with the applicable Agreement, (c) any other direct costs incurred by the Company with respect to the Production.
- “Company Property/ies” means the Company’s (a) various digital and print publications and their mobile application equivalents.
- “Production” means an audio or audiovisual production based upon a Work which has been licensed for the creation of such audiovisual production.
- “RCP Effective Date” means the date of the ratification of this Contract.
- “Work” means a written, podcast, or video work initially published in or on a Company Property on or after the RCP Effective Date.

### **APPLICATION OF THIS RCP**

a. The Company shall continue to own the copyright and all other rights to “work for hire” exclusively in all Works created by Employees for the Company while employed at the Company.

b. This RCP does not apply to (a) any content that does not constitute a Work, or (b) any contributors to a Work who are not Employees.

c. The Company acknowledges that it does not control any Employee's "life rights" as that term is commonly understood under law.

## **OFFERS**

a. As the owner of the copyright in the Work, the Company has the exclusive right (itself or through an agent) to solicit, engage with and accept offers from third parties for the commercial exploitation of Works.

b. The Company will make reasonable efforts to keep the bargaining unit Author of the Work informed of any offer for a Production for which a bargaining unit Author is eligible for Net Compensation, if it is engaged in negotiations on material terms after receiving such offer.

c. Any Employee that receives a solicitation or offer from a third party, or other inquiry regarding the right to use any Work, must immediately contact [contact information for WSJ standards & ethics?] or such other designee established by the Company in the future, consistent with the terms of the Ethical Journalism Handbook.

## **PAYMENTS**

### **a. Payment Pool**

With respect to any Agreement for a Production, there shall be a Payments Pool equal to 50% of any Net Compensation received by the Company under the terms of any Agreement for a Production of the Work.

b. Distribution of the Payment Pool. If there is a single bargaining unit Author, then the Author shall receive the full payment pool. If there are multiple Authors to a Work, the Payment Pool will be divided equally among such Authors (including non-bargaining unit Authors) irrespective of each Author's actual contribution to the Work, (for example, if Author A wrote 34% of a Work and Author B wrote 66% of that Work, each Author will be entitled to receive 50% of the Payment Pool. Where a Production licenses multiple Works, the Company shall have the discretion to allocate the Payment Pool among the Authors of the multiple Works.

### **c. Timing of Payments**

The Company will pay the Author's from the Payment Pool within ninety (90) days of the Company's receipt of any Rights Fee Compensation to which the Payment Pool relates. In addition, the Company may withhold from any payments such amounts as are required to be withheld pursuant to applicable law, rule or regulation, including federal, state or local taxes. Payments hereunder shall be accompanied by supporting documentation evidencing the

calculation of the Net Compensation, and, upon request, the bargaining unit Author will be provided copies of relevant portions of applicable Agreements to confirm the same.

### **OTHER NON-COMMERCIAL USES**

Subject to all other Company policies, bargaining unit Authors retain the rights to reuse their own original work created for the Company for non-commercial teaching purposes, professional lectures, and conference presentations. The Company shall grant bargaining unit Authors a gratis license for such use upon request. Nothing in this section shall limit Authors' rights under the law.

### **PAYMENT FOR SERVICES RELATED TO THE CREATION OF A PRODUCTION**

Work related to the creation of a Production may be considered part of an Employee's regular job duties, and no additional compensation shall be required to be paid for such work performed during the regular work week. The Company, however, shall retain the sole discretion to provide additional compensation based on the specific circumstances of the specific Production.