



AGREEMENT BETWEEN VOLUNTEER WRITER, DESIGNER AND/OR
PHOTOGRAPHER
AND
STARS AND STRIPES PMD (Publishing and Media Design Department)

1. This Agreement between _____ (the writer/designer/photographer/content producer) and STARS AND STRIPES (S&S) is made and entered into on the last date signed below. Its purpose is to establish the terms of an agreement between the parties regarding reprinting, publication and marketing rights of volunteer work created for and printed by S&S PMD.
2. S&S agrees to accept from time to time certain works created by the writer/designer/photographer/content producer that meet S&S PMD's requirements. All such works shall be produced in accordance with S&S specifications and shall be created as a "volunteer." S&S shall have the right to secure copyright registration of the work in its own name. If the work is copyrighted in the writer/designer/photographer's/content producer's name, then the writer/designer/photographer/content producer agrees to assign such copyright(s) to S&S upon request.
3. Writer/designer/photographer/content producer understands that by signing this Agreement, he/she is granting S&S the right to modify, edit, reproduce the work itself, to sell copies of the work or to license others to reproduce and sell copies of the work in any manner that is in conformity with then current policies of S&S and the Department of Defense. This authorization includes, but is not limited to, the republishing of the article on the newspaper's websites and to any reprinting in special media for the purpose of archiving, and reprinting in special editions such as those that recap S&S articles for the decade or other time frame. The writer/designer/photographer agrees that S&S has these rights by virtue of this signed agreement; and that no additional fees will be paid for such reprinting or republishing by S&S or its licensees.
4. The writer/designer/photographer/content producer warrants that all works covered by this Agreement were his or her original creation and do not violate any copyright or any other rights of any third party.
5. The writer/designer/photographer/content producer acknowledges that as an S&S PMD volunteer or intern, he or she has not received nor will receive compensation from S&S in exchange for entering into this Agreement. All works submitted by the writer/designer/photographer/content producer shall be covered by this Agreement unless otherwise agreed to in a separate written agreement.
6. This Agreement shall be Effective seven days after the date of whichever of the following occurs first: the signature of this agreement by the

writer/designer/photographer/content producer, the date of initial publication of the first article, design, content or photograph provided to and accepted by S&S by this writer/designer/photographer. The writer/designer/photographer/content producer may rescind this Agreement at any time prior to the Effective Date. However, such rescission shall not affect S&S right to publish the work, if when the notice of the rescission is received there is insufficient time in S&S's opinion to delete the work from its publication without undue cost or disruption to the publication itself.

7. Writer/designer/photographer/content producer may request from S&S the right to republish any work that is covered by this Agreement in a book or other work created by the writer/designer/photographer or to license others to use the work on a non-exclusive basis. Such permission shall not be unreasonably withheld by S&S.

8. The writer/designer/photographer/content producer is advised that he or she may wish to consult with an attorney before executing this Agreement. By signing this Agreement the writer/designer/photographer/content producer stipulates that he or she has received all legal advice from his or her chosen attorney that he or she deems necessary and he or she understands and agrees to the terms of this Agreement.

9. I understand that IAW with DoD Instruction 1100.21 all volunteers for nonappropriated fund activities are required to complete and sign DD Form 2793, "Volunteer Agreement for Appropriated Activities or Nonappropriated Fund Instrumentalities."

10. This Agreement contains the full, complete, and final agreement of the parties. This agreement is applicable for all material submitted by the writer/designer/photographer/content producer unless another written agreement is entered into. No other obligations or terms, oral or written, expressed or implied, currently exist. No alteration or amendment of this Agreement is valid unless made in writing and signed by both parties.

WRITER/DESIGNER/PHOTOGRAPHER
/CONTENT PRODUCER

STARS AND STRIPES

Writer/designer/photographer/content producer

By: _____
S&S PMD Manager's signature

Writer/designer/photographer/ content producer
printed name

S&S PMD Manager's printed name/title

Date signed: _____

Date signed: _____