

Contributor's Agreement

Date: _____

Dear Contributor: The Boy Scouts of America (referred to in this document as "we," "us" or "our") is specially ordering the article, illustration, photographs or other work described below (the "Work"), and through this Contributor's Agreement (the "Agreement") the individual named below (referred to in this document as "you" or "your") is agreeing to produce the Work for us and deliver it according to the Agreement's terms. This Agreement is between you and us and is effective as of the date written above (the "Effective Date").

Part I – Work Order

Name: _____

Address: _____

City, State, Zip: _____

Primary Telephone No.: _____

Email Address: _____

Description of the Work: _____

Delivery Date: _____

Compensation: _____

ADDITIONAL TERMS: In addition to the terms on this page, you agree to the additional terms and conditions that are listed in Part II of this Agreement. Please read Part II carefully. Part II must be initialed by you for this Agreement to be valid.

PROPRIETARY RIGHTS: The Work and any other results of the services performed by you under this Agreement are deemed "works made for hire" for us, and we are the "author" and owner thereof within the meaning of the U.S. Copyright Act. Part II of this Agreement contains important provisions regarding proprietary rights in the work. Please read Part II carefully and initial where indicated.

AGREED AND ACCEPTED, as of the date first written above:

Independent Contractor ("you"):

Boy Scouts of America ("us" or "we")

[←Signature]

By: _____

Print Name:

Print Name: _____

Date:

Title: _____

Date: _____

Part II – Terms and Conditions _____ Your initials

1. Term. This Agreement begins as of the Effective Date and ends upon completion of the Work, but either you or we may end this Agreement at any time upon 10 days' written notice.

2. Independent Contractor. You agree to produce the Work solely as an independent contractor and not as our employee. Neither you nor we will be considered agents, partners or legal representatives of each other and will not have power or authority to bind each other. We will not exercise immediate control over the means or manner of your performance under this Agreement, except to the extent that we expect the satisfactory completion of the Work.

3. Sole Compensation. Your sole compensation under this Agreement is the fee set forth under Part I (the "Work Order") of this Agreement. You are not entitled to participate in any of our employee benefits (e.g., medical, dental and life insurance coverage). You will not be reimbursed for travel or other expenses incurred by you in connection with the performance under this Agreement unless expressly authorized in advance by us. You will not be entitled to any remuneration, benefits or expenses other than as is specifically provided for in this Agreement.

4. Taxes and/or Withholding. We are not liable for workers' compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax or other taxes or withholding (collectively, "Taxes and/or Withholding") for or on behalf of you or any other person, persons, firms or corporations consulted or employed by you in producing the Work. If we are found liable for any Taxes and/or Withholding, We will have the right to recover an equivalent amount, including any interest or penalties paid in connection therewith, from you. You are solely responsible for the payment of all federal, state and local taxes on payments received from us. You will provide to us appropriate tax forms (e.g., IRS W-9 or the equivalent form applicable in a foreign jurisdiction).

5. Work for Hire; Copyright. The Work and all other results of the services performed by you under this Agreement is a "work made for hire" for us, and we are the "author" and owner thereof within the meaning of the U.S. Copyright Act. If a court of competent jurisdiction finds the Work to not be a "work made for hire", then you irrevocably assign your entire title, right and interest in and to the Work to us without additional charge. You hereby waive your rights to assert any moral rights in the Work and assign all such rights to us. You will execute any such further documents as requested by us to give effect to such assignment and to vest in us all rights in and to the Work. For clarity, we are the sole owner of all rights in the Work, including all copyrights and all extensions thereof. We may use, reproduce, distribute, transmit, perform, display, modify, adapt, license and/or assign the Work in any manner, whether in whole or in part, in any media, whether now existing or later developed, anywhere in the world for any purpose (e.g., copying and distributing the Work in any and all electronic formats, reprinting, modifying, creating derivative works, revising the Work, serializing the Work, compiling the Work with other works).

6. Warranties and Indemnification. You represent and warrant that (a) the Work as a whole is your own original work; (b) to the extent any portion of the Work was created by or sourced from another person ("Third-Party Contribution"), you have obtained, in writing, all necessary licenses, consents and permissions to use the Third-Party Contribution in the Work; (c) other than Third-Party Contributions, if any, no other person assisted you in the creation of any of the Work; (d) you have full authority to enter into this Agreement; and (e) neither the Work as a whole nor any portion of it violates the trademark, copyright, trade secret, publicity, privacy or other intellectual property rights of any third party or contains libelous matter. You will indemnify, defend and hold harmless us, including our directors, officers, employees, contractors, agents and volunteers, against any losses, liabilities, damages judgments, fines and expenses (including reasonable attorneys' fees) arising from any third-party claim alleging (i) that the Work infringes upon the trademark, copyright, trade secret, publicity, privacy or other intellectual property rights of any third party or is defamatory; (ii) personal injury or death or damage to property caused by the negligence or intentional

acts of you or anyone action on your behalf; or (iii) your noncompliance with any federal, state or local law or regulation applicable to the Work or your creation of it.

7. Standard of Performance; Acceptance of Work. You will perform all of your duties hereunder diligently and in a professional manner. All work is subject to our approval, and we will not be liable for any payment to you until you have delivered the Work to us in satisfactory form. No additional payment will be made for changes required to conform to the original assignment description. If our production schedule permits, we will offer you the first opportunity to make any necessary changes to the Work; however, if you do not make such changes within a reasonable time, we will make such changes. For changes requested by us that substantially differ from the original assignment description, we will make additional payment as you and we may mutually agree. If we conclude in good faith, in our sole discretion, that the Work is not satisfactory with respect to style or tone, even after revision by you, then we may pay you a "Kill Fee" equal to twenty-five percent (25%) of the Compensation amount stated in the Work Order. In any event, our maximum total liability to you for any claims arising under this Agreement, whether in contract, tort or other legal theory, is the Kill Fee.

8. Credit. We use reasonable efforts to give you a credit line in the publication in which the Work appears. You hereby grant to us a royalty-free, perpetual, worldwide license and right to use your name, likeness and image in connection with our use of the Work.

9. Artwork and Illustrations. The size, placement and appearance of the Work within our publications and other media platforms will be at our sole discretion. All physical copies of the Work will be our personal property unless we receive from you, within 3 months of the date we publish the Work, a written request to return such physical copies to you. We will not return any physical copies of works used on the cover of any of our publications. If we return the physical copies to you, the intellectual property rights in the Work will remain ours. As such, you may use the physical copies of your Work for your own personal or professional use (e.g., in your design portfolio), but you may not make or distribute copies of the Work in any form without our prior written consent. We will not be liable for loss or damage to the Work either during the production process or in transit.

10. Confidentiality. During the course of this assignment, you might receive or have access to information that relates to our future products and services, vendor lists, subscriber data, unpublished works, marketing strategies, pending projects and proposals, and other nonpublic and/or proprietary information, including the terms and conditions of this Agreement ("Confidential Information"). You agree to not disclose, whether orally or in writing, to any third party any Confidential Information, regardless of whether you received such information orally or in writing. You will not discuss us or the Work with any representative of the press or media, either directly or indirectly, without our prior written approval.

11. General Provisions. This Agreement may be modified only in writing signed by you and us. This Agreement is governed by and will be interpreted according to the laws of the State of Texas, regardless of its conflicts of law principles. If a dispute arises from this Agreement, you and we agree to first confer in good faith in an effort to resolve the dispute privately. In the event of litigation arising from this Agreement, you and we consent to the exclusive jurisdiction of and venue in the state and federal courts located in Dallas County, Texas. This Agreement will be binding upon your heirs, executors, administrators and legal administrators and upon our successors and assigns. Sections 2, 3, 4, 5, 6 and 10 shall survive the termination of this Agreement.

12. Release from Liability. By accepting this Agreement, you hereby release us and our affiliates and representatives from any liability, including claims for injury or death, arising out of your performance of the work except as a result of intentional acts. You agree to make preparations and to provide the equipment to perform the work in a safe and workmanlike manner.