

Dear Opinion Writer,

The following letter sets forth the terms of your agreement (the “Agreement”) with The Washington Times LLC (“TWT”) with respect to all material you submit to the Op-Ed or Commentary pages of TWT from this date forward (with each individual piece of material referred to herein as an “Article” and all materials collectively referred to herein as the “Articles”).

TWT may commission you to write an Article for the Op-Ed or Commentary pages. Upon acceptance of an Article, TWT shall pay you the amount agreed upon by you and TWT. TWT is not obligated to publish what you submit. If TWT does not accept the Article, all rights (including copyright) granted to TWT herein with respect to such Article shall revert to you, at which point you shall have no further obligation to TWT with respect to such Article.

In consideration of the fee paid to you, you hereby agree that any Articles accepted pursuant to the terms of this Agreement shall be considered works made for hire to TWT and TWT shall own the copyright in all such materials and all other intellectual property and proprietary rights vested therein. To the extent that any such Articles do not qualify as works made for hire, you agree to assign to TWT all right, title, and interest in all such Articles, including but not limited to ownership of all copyrights, intellectual property, and proprietary rights. The provisions of this paragraph shall survive termination of this Agreement. Upon request from TWT, you agree to execute all documents necessary to confirm TWT’s complete and full ownership in all Articles TWT has accepted. TWT grants to you a non-exclusive license to use any Articles provided to TWT and accepted by TWT, for \_\_\_\_\_ purposes and for no other purposes whatsoever. Except as expressly set forth above, you also agree never to claim any rights in or to any Articles and you waive any and all rights now or later provided by law related in any way to our revisions, abridgments, translations and other uses of any Articles.

This agreement will continue until terminated in writing by either party. Either party shall have the right, at any time, to terminate this contract. Any termination will not affect the rights granted hereunder in any Articles accepted by TWT.

You will require any republication or rendering of any Article in any other medium authorized by you to contain a credit indicating that such Article was originally published in The Washington Times. Except for the foregoing requirement, TWT must give you prior written approval to use its name in connection with your use or licensing of any Article.

You warrant that any Articles will be original, will not plagiarize another’s work, infringe another’s copyright or violate any person’s rights, including the right of privacy. Any Articles also will not contain libelous or other unlawful or misleading material. You also warrant that any Articles will not have appeared in any other publication, in whole or in

part. You agree to cooperate fully with TWT in responding to and defending against any third party claims relating to any Articles. The provisions set forth in this paragraph shall survive termination of this Agreement.

You agree and acknowledge that you are an independent contractor, and as such you do not receive any rights or benefits available to employees of TWT. You further agree that you shall be solely responsible for all costs and expenses related to any Articles furnished to TWT under this Agreement, including but not limited to, all costs of equipment, materials, licenses, and any other costs you incur in creating the Articles covered by this Agreement. As between you and TWT, you specifically agree that you shall solely be responsible for the following: (i) federal, state, and local taxes, including all taxes of any type related to providing the Articles provided for in this Agreement, any withholdings, and any social security payments, (ii) procurement of workers' compensation and unemployment insurance, or equivalent insurance as required by local law, (iii) procurement of professional errors and omissions insurance coverage, and (iv) procurement of personal and business liability insurance, as well as all other insurance coverage.

TWT will provide you with IRS form 1099 at the end of the year reflecting all amounts paid to you for that year.

This agreement has been made in and shall be construed and enforced in accordance with the laws of the District of Columbia applicable to agreements executed and wholly performed therein. Any action to enforce this Agreement shall be brought in the courts located in the District of Columbia. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and undertakings of every kind and nature between them with respect to the subject matter hereof, and no party hereto shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement. This Agreement shall not be amended except by a written consent signed by both parties.

If the foregoing meets with your approval, please sign and fax one (1) copy of the agreement to (202) 715-0037. You and TWT agree that facsimile and email signatures on a copy of this Agreement shall be enforceable as if they were original signatures.

Sincerely,

RICHARD MINITER  
Editor of Editorial Pages & Vice President of Opinion  
The Washington Times  
3600 New York Avenue, NE  
Washington, D.C. 20002

Signed by Op Ed Contributor: \_\_\_\_\_

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

	Please provide the following information:
Full Name:	
Byline (if different):	
Address:	
Social Security:	
Cell Phone Number:	
Other Phone Number:	
Fax Number:	
Email Address:	
Other Contact Information:	