

MADE HERE FUND Content Support and Award Agreement

This Content Support and Award Agreement is made as of the ____ day of _____, 202_, by and between Vermont Public Co. (“Vermont Public Co.”) and [individual or company name of award recipient] (“You” or “Content Creator”).

Background

Vermont Public Co., as a part of its mission, has formed the Made Here Fund to provide financial support to Vermont content creators working on projects in Vermont. Content Creator has applied for an award from the Made Here Fund and Vermont Public Co. desires to make an award to Content Creator in accordance with the terms and conditions of this Content Support and Award Agreement.

Now, therefore, the parties agree as follows:

1. *Award Amount and Use of Funds.* Vermont Public Co. will pay You a total award amount of [insert award amount] (“Award Funds”) [upon execution of this Agreement/in accordance with the following payment schedule: Half the award at announcement, and the other half at the halfway point of the applicant’s project timeline. Awardee must complete a check-in and progress report before receiving the second payment_____]. You may not use the Award Funds for any purpose other than [describe project] (the “Project”). At Vermont Public Co.’s request, You will repay any portion of Award Funds used or committed in material breach of this Agreement, as determined by Vermont Public Co. in its discretion.

2. *Project Description and Charitable Purpose.* Vermont Public Co. is awarding You this award to carry out the Project to further Vermont Public Co.’s charitable purposes. Vermont Public Co., in its discretion, may approve in writing any request by You to make non-material changes to the Project. Content Creator has reviewed and agrees to this Agreement and to the Vermont Public Co.’s [Code of Integrity](#)

[and Editorial Policy](#). You agree to provide attribution of Vermont Public Co.’s support of the Project in a manner reasonably acceptable to Vermont Public Co..

3. *Reporting.* At the request of Vermont Public Co., You will submit reports using Vermont Public Co.’s templates or forms, which Vermont Public Co. will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify Vermont Public Co.’s Primary Contact if You need to add or modify any targets or milestones.

4. *Subawards and Subcontracts.* You have the exclusive right to select sub-awardees and subcontractors to assist with the Project.

5. *Responsibility for Others.* You are responsible for all acts and omissions of any of Your trustees, directors, officers,

employees, sub-awardees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

6. *Legal Compliance Matters.* You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Vermont Public Co. in its sole discretion. You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone to improperly influence any act or decision relating to Vermont Public Co. or the Project, including by assisting any party to secure an improper advantage. You may not use Award Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that Vermont Public Co. has not earmarked Award Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the public charity lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Award Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project. You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules

applicable to the Project. Vermont Public Co. is not retaining or employing You to engage in lobbying activities.

7. *Distribution Rights.*

a. *First Broadcast / Online Platform Premiere.* Content Creator hereby awards to Vermont Public Co. the right to the first public broadcast or online premiere of the media produced from the Project (the “Content”) on television or via streaming of any kind and in any media.

b. *Content Distribution.* Content Creator hereby awards Vermont Public Co. permission to broadcast, stream, transmit, and distribute the Content by any means of technology to any reception devices, in any manner or media both now known and hereafter developed. Content Creator will cooperate with Vermont Public Co. prior to the completion to reach a distribution timeline and plan when the Project is complete.

c. *Ancillary Rights.* In addition, You give permission for Vermont Public Co. to: (a) promote the Content on air, in print, in hard copy or electronically, on media of its choosing; and change the day and time of broadcast or transmission of the Content; and broadcast the Content during one of its on-air fundraising drives; and solicit broadcast/distribution underwriting support for the Content that will help Vermont Public Co. defray operating and broadcast/distribution costs.

d. *Compliance with Distribution Standards.* Content Creator understands that the Content must comply with broadcast or other distribution standards applicable to length, indecency, profanity, format or other reason as a condition for distribution and must comply with the Vermont Public Co.

Code of Integrity and Editorial Policy.

8. *Representations and Warranties.* Content Creator represents and warrants to Vermont Public Co. that Content Creator owns and holds the copyright to the Content and all permissions for all sound and visual images for the period of this Agreement. Content Creator further represents and warrants to Vermont Public Co. that no third party is entitled to a fee for broadcast or transmission of the Content and that broadcast of the Content will not violate a right of privacy, publicity or similar right. Content Creator agrees to indemnify, defend and hold Vermont Public Co. harmless from and against any and all claims, damages, costs, and expenses arising out of the use or broadcast of the Content and/or any breach of the foregoing representations and warranties.

9. *Publicity.* Either party may publicly disclose information about the award of this award, including the other party's name, the total amount awarded, and a description of the Project, provided that the disclosing party obtains prior written approval before using the other party's name for any purpose. Any public disclosure by You or Your sub-awardees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with Vermont Public Co.'s then-current brand guidelines.

10. *Term.* This Agreement commences on the date it is signed and, unless terminated earlier, continues until Vermont Public Co. no longer has the right to broadcast the Content. Vermont Public Co. may modify, suspend, or discontinue any payment of Award Funds or terminate this Agreement if: (a) Vermont Public Co. is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that Vermont Public Co. reasonably believes may threaten

the Project's success; (c) there is a change in ownership or control of Your Project; or (d) You fail to comply with this Agreement.

11. *Return of Funds.* Any Award Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to Vermont Public Co. or applied to another mutually agreed upon purpose, as directed in writing by Vermont Public Co.

12. *Record Keeping.* You will maintain complete and accurate accounting records and copies of any reports submitted to Vermont Public Co. relating to the Project. You will retain such records and reports for 4 years after Award Funds have been fully spent. At Vermont Public Co.'s request, You will make such records and reports available to enable Vermont Public Co. to monitor and evaluate how Award Funds have been used or committed.

13. *Your Tax Matters.* You will be solely responsible for determining the tax treatment of Your receipt of the Award Funds and You will indemnify, defend and hold Vermont Public Co. harmless from and against any claim from any tax authority that You have not paid any tax applicable to Your receipt of the Award Funds.

14. *Miscellaneous.* The Parties may execute this Agreement in counterparts. Any and all communications or notices required or permitted under this Agreement shall be in writing, shall identify this Agreement, and shall be hand delivered or sent by registered mail, next day service, postage prepaid or by reputable overnight courier and addressed to the last known address of the Party for which the communication is intended. This Agreement is binding on the Parties and their permitted assigns, provided that neither Party may assign this Agreement without the prior

written consent of the other Party except as provided herein. Failure by a Party to enforce noncompliance with any term of this Agreement shall not act as a waiver of any other act of noncompliance of that or any other provision hereof or any right or remedy hereunder. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of the Agreement will not be affected, unless the absence of the invalidated provision adversely affects the substantive rights of the Parties, in which case, the Parties agree to replace any such provision or parts thereof with new provision(s) that closely approximate the results intended by the Parties. This Agreement sets forth the entire understanding between the Parties relating to the subject matter contained herein and may not be modified, amended or discharged except as

expressly stated in this Agreement or by subsequent written agreement signed by the Parties hereto. No contrary terms or conditions of any subsequent course of dealing, trade, custom or usage of trade will vary or contradict the terms of this Agreement, unless expressly agreed to in writing. The following Sections of this Agreement will survive and remain in effect after the termination of this Agreement: Sections 5, 6, 8, 9, 10-14. This Agreement and any and all rights and obligations arising therefrom shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to any conflict of laws provisions which may require the application of the law of another jurisdiction. The Parties expressly object to the separation of any issues arising out of this Agreement and their submission to any law other than the laws of the State of Vermont.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

Vermont Public Co.

[Name]

Dated: _____

Content Creator

[Name]

Dated: _____