

REPORTING PARTNER AGREEMENT

BY AND BETWEEN

RESOLVE PHILADELPHIA

AND

FOR

BROKE IN PHILLY: A COLLABORATIVE REPORTING PROJECT ON ECONOMIC JUSTICE

A PROJECT OF RESOLVE PHILADELPHIA

THIS REPORTING PARTNER AGREEMENT (hereinafter referred to as the "Agreement"), effective as of _____, by and between Resolve Philadelphia, D/B/A Resolve Philly ("Resolve"), a Pennsylvania nonprofit corporation with a business address at 699 Ranstead Street, 3rd Floor, Philadelphia, Pennsylvania 19106, and _____ ("Partner"), a Pennsylvania _____ with a business address at _____ (each a "Party"; collectively, the "Parties").

WITNESSETH:

WHEREAS, Resolve is a nonprofit corporation organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and specifically for purposes of developing and advancing journalism rooted in equity, collaboration, and the elevation of community voices and solutions;

WHEREAS, *Broke in Philly* is a city-wide collaborative reporting project sponsored by Resolve that provides news and media coverage on issues of economic mobility, homelessness and housing insecurity, and Philadelphia's notorious struggle with deep poverty and racial inequity;

WHEREAS, Resolve provides direct project support and funding for *Broke in Philly*, in addition to facilitating communication and collaboration among a network of media outlets and reporting partners that provide in-depth, nuanced, and solutions-oriented reporting on the issues of poverty in Philadelphia;

WHEREAS, Resolve's goals in supporting, funding, and promoting *Broke in Philly* are to educate the public, effect policy change, and shift the public's understanding of the importance of, and knowledge about, solutions to the deep economic inequity and wealth disparity in Philadelphia and to foster community engagement in Philadelphia's urgent social challenges;

WHEREAS, Partner desires to promote *Broke in Philly*, collaborate with other media outlets and reporting partners, and provide in-depth, nuanced, and solutions-oriented reporting on the issues of poverty in Philadelphia; and

WHEREAS, the Parties desire to enter into this Agreement, whereby Resolve will provide services and funding to Partner, and Partner will promote *Broke in Philly*, collaborate with other media

outlets and reporting partners, and provide in-depth, nuanced, and solutions-oriented reporting on the issues of poverty in Philadelphia, and the Parties intend that this Agreement will be applicable to, and govern the relationship of, the Parties.

NOW, THEREFORE, the Parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

Article 1. Definitions

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Activities” is defined in Section 4.1 of this Agreement.

1.1.2 “Advisory Board” means the Resolve Reporting Collaborative Advisory Board, described in Section 3.3 of this Agreement.

1.1.3 “Affiliate” means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, such first person or entity. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, whether through the ownership of voting securities or by agreement or otherwise.

1.1.4 “Applicable Law” means all applicable federal, state, and local laws, rules, regulations, and guidelines relating to the conduct of the Parties’ activities and the performance by the Parties of their respective obligations under this Agreement.

1.1.5 “*Broke in Philly*” is a city-wide collaborative reporting project sponsored by Resolve that provides coverage on issues of economic mobility, homelessness and housing insecurity, and Philadelphia’s notorious struggle with deep poverty and racial inequity. *Broke in Philly* is also referred to in this Agreement as the “Project.”

1.1.6 “Claims” is defined in Section 8.1 of this Agreement.

1.1.7 “Collaborative” means Resolve (as a voting member), the Partner (as a voting member), the Reporting Partners (each a voting member), and the Freelance Partners (each a non-voting member), all of which comprise the *Broke in Philly* reporting collaborative that works together in order to carry out the reporting and related activities of *Broke in Philly*. The Collaborative is not an “other body” as that term is defined in section 5103 of the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

1.1.8 “Freelance Partners” means independent journalists who contribute individually or as a sole proprietor, rather than as a Representative of a particular Reporting Partner. Freelance Partners may volunteer to participate on the Advisory Board, and may be invited to attend meetings of the

Collaborative as non-voting members of the Collaborative, whose presence shall not count toward satisfying quorum at any duly convened meeting of the Collaborative.

1.1.9 “Losses” is defined in Section 8.1 of this Agreement.

1.1.10 “Philadelphia” means the City of Philadelphia, Pennsylvania and the surrounding region.

1.1.11 “Partner” means the Reporting Partner that is a Party to this Agreement, as identified in the prefatory paragraph of this Agreement.

1.1.12 “Project” means the *Broke in Philly* collaborative reporting project defined in Section 1.1.5 of this Agreement.

1.1.13 “Qualified Expenses” is defined in Section 4.6 of this Agreement.

1.1.14 “Reporting Partners” means the media outlets and news organizations, appointed by Resolve to serve as members of the Collaborative, and that are actively involved in supporting, promoting, and generating original content for, *Broke in Philly*. See Schedule B for the names of the Reporting Partners participating in *Broke in Philly* as of the effective date of this Agreement. See Section 1.1.11 of this Agreement for the definition of “Partner,” one of the Reporting Partners.

1.1.15 “Representative” means the individual appointed by Partner to serve as the primary point of contact in connection with Partner’s participation in *Broke in Philly*, which individual shall serve as a steward, messenger, and champion of *Broke in Philly*’s mission.

1.2 Schedules. The Schedules attached hereto are incorporated in, and are deemed to be an integral part of, this Agreement.

Article 2. Editorial Scope

2.1 Mission. The editorial mission of *Broke in Philly* is to provide in-depth, nuanced, and solutions-oriented reporting on the issues of poverty and economic justice in Philadelphia. The Project takes a clear, hard look at what works to help ensure greater economic security for residents of Philadelphia. *Broke in Philly* aims to shift the dominant narrative on poverty by examining its complex causes and by highlighting creative approaches—both at home and from around the country—that show promise in its alleviation.

2.2 Project Term. *Broke in Philly* will continue to carry out activities to fulfill its editorial mission through 2023; activities that extend beyond 2023 are based on available funding, and Reporting Partners’ continued interest, involvement, and participation in the Project.

2.3 Community Engagement. Innovative community engagement is central to *Broke in Philly*’s mission. The Collaborative will convene activities that not only complement the Project’s reporting, but also elevate the voices of those with lived experiences and allow Philadelphians to feel more confident in their own, as well as their community’s, ability to be agents for change. This includes, but

is not limited to, conducting the following activities:

- i. Providing targeted solutions journalism using policies and programs that aim to alleviate poverty and mitigate its impact, and that aim to support local programs and approaches aimed at economic justice for those in Philadelphia;
- ii. Applying an economic equity lens to other major stories in Philadelphia;
- iii. Providing concerted, in-depth reporting on the issue of poverty and the wealth gap in Philadelphia;
- iv. Exploring the agency that exists within low-income communities to bring about change in their own lives;
- v. Focusing on what can be done on a local level — *i.e.* city government policy, city-based private and public partnerships, grassroots efforts, etc. — to move the needle on poverty;
- vi. Reporting on national best practices on how other cities are creating more inclusive and equitable environments for all, bringing reporting home on successful models, programs, and policies that could be implemented locally;
- vii. Conducting special series and producing audience-generated story ideas (via SMS line, Hearken, or a similar model); and
- viii. Organizing and hosting at least three innovative community engagement events.

Broke in Philly seeks to impact its audience so that its audience will emerge civically engaged, with more people encouraged and empowered to work to address challenges or otherwise be involved in their communities. At the end of the Project, *Broke in Philly's* audience will be better informed about these pressing social problems and who or what is working effectively to address the challenges of advancing the goal of economic justice in Philadelphia.

Article 3. Composition, Structure, and Management Procedures of the Collaborative

3.1 Resolve. Although Resolve will seek the input and approval from all of the members of the Collaborative and the Advisory Board, Resolve maintains the ultimate authority with respect to each of the following:

- i. Appointing and removing members of the Collaborative;
- ii. Appointing and removing members of the Advisory Board; and
- iii. Approving funding decisions recommended to Resolve by the Collaborative.

3.2 Reporting Partners. Reporting Partners generate original content for, and collaborate to advance the mission of, *Broke in Philly*. Reporting Partners commit to reporting on issues identified by

the Collaborative and may submit proposals to receive support from Resolve as they work together to advance projects and create original content. Reporting Partners may provide feedback, make recommendations to, and even serve on, the Advisory Board.

3.3 Resolve Reporting Collaborative Advisory Board. The Advisory Board serves as a liaison between Resolve and the Reporting Partners in order to:

- i. Disseminate information, updates, and requests from Resolve's Board of Directors to the Reporting Partners;
- ii. Organize, synthesize, and deliver feedback, recommendations, and funding requests from the Reporting Partners to Resolve's Board of Directors; and
- iii. Propose and develop strategic planning initiatives for *Broke in Philly* under the supervision and control of Resolve's Board of Directors.

The Advisory Board is authorized by, and its members serve at the pleasure of, Resolve's Board of Directors in accordance with the Advisory Board Charter. Reporting Partners and Freelance Partners may volunteer to participate on the Advisory Board. In deciding whether to appoint a Reporting Partner or Freelance Partner to the Advisory Board, Resolve's Board of Directors may consider whether the Reporting Partner or Freelance Partner has been, or will be, regularly and significantly involved in generating original content for *Broke in Philly* and advancing the goals of *Broke in Philly*.

3.4 Collaborative Meetings. The Collaborative shall convene regular meetings, including monthly funding allocation conference calls. Unless otherwise provided in this Agreement, one-third (1/3) of all of the voting members of the Collaborative (as defined in Section 1.1.7) shall constitute a quorum. Unless otherwise provided in this Agreement, approvals of the Collaborative require a vote of a majority of the voting members of the Collaborative (as defined in Section 1.1.7) present at a meeting at which quorum is satisfied.

3.5 Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the members of the Collaborative by means of conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other.

3.6 Decision-making. Decisions that Resolve's Board of Directors identifies as significantly impacting the purpose, direction, or operations of *Broke in Philly* will be made via vote of at least three-fourths (3/4) of all voting members of the Collaborative (as defined in Section 1.1.7). Decisions dealing with the day-to-day work of the Reporting Partners will be decided between the Reporting Partners involved, with input from Resolve to the extent requested by such Reporting Partners. For all other day-to-day operations, Resolve is entrusted to make decisions and carryout leadership functions, always with the interest of the Project and the Reporting Partners at heart.

Article 4. Funding Allocations

4.1 Funding Allocation Requests. In accordance with the terms of this Agreement and the

Applicable Law, Resolve will make funding available to the Partner for reporting, travel, engagement, or other opportunities related to advancing the mission of *Broke in Philly*. Partner must submit any and all requests for funding allocations to Resolve no less than two (2) days prior to a meeting or monthly funding allocation conference call of the Collaborative. Partner's requests for funding allocations shall include: (i) a description of the activities to be undertaken by Partner (the "Activities"), (ii) a description of the work product that Partner will generate from the Activities, and (iii) an estimate of the expenses and costs involved for Partner to complete the Activities. See Schedule C, attached hereto for a Partner Funding Allocation Request Form.

4.2 Funding Allocation Recommendations. The Collaborative shall review and consider each funding allocation request and vote to make recommendations to Resolve as to whether to approve or deny such request. Allocation recommendations will be based on an affirmative vote of a majority of the voting members of the Collaborative (as defined in Section 1.1.7), excluding the vote of the interested Partner, at a meeting or conference call where quorum is present. A quorum of one-third (1/3) of the voting members of the Collaborative (as defined in Section 1.1.7) is required for voting on funding allocation requests of \$5,000 and under. A quorum of one-half (1/2) of the voting members of the Collaborative (as defined in Section 1.1.7) is required for voting on funding allocation requests exceeding \$5,000. The Collaborative shall communicate all affirmative votes with respect to funding allocation requests to the Chair of the Advisory Board in writing.

4.3 Funding Allocation Approval. The Advisory Board shall present to Resolve the Collaborative's funding allocation recommendation(s), and Resolve's Board of Directors shall vote to either approve or deny each recommended funding allocation.

4.4 Funding Payment Terms. If Resolve approves Partner's funding allocation request, Resolve will administer funds to Partner on a reimbursement basis unless otherwise stipulated. In consideration for the satisfactory performance of the Activities by Partner in accordance with this Agreement, subject to the provisions of this Section 4, Resolve shall, within thirty (30) days of receipt of an invoice and any and all supporting documentation in accordance with Section 4.9, pay to Partner the amounts for the invoiced incurred expenses. All payments hereunder shall be made in U.S. dollars, by check.

4.5. Funding Restrictions.

4.5.1 Partner shall not use Project funds to influence legislation within the meaning of Code Section 4911(d). No agreement, oral or written, will be made between Resolve and Partner to earmark Project funds for this purpose, and thus, any use of Project funds by Partner for such activities constitutes a decision solely of Partner, wholly independent of Resolve.

4.5.2 Partner shall not use Project funds in any manner to enable Partner to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with the restrictions set forth in Code Section 501(c)(3) and its accompanying regulations. No agreement, oral or written, will be made between Resolve and Partner for these purposes, and thus, any use of Project funds by Partner for such activities constitutes a decision solely of Partner, wholly independent of Resolve.

4.5.3 Partner will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs and services on the basis of any characteristic or class that is protected by law. Throughout the term of this Agreement, Partner must comply with all Applicable Laws, regulations, rules, decrees and orders, whether federal, state, local, or foreign, including but not limited to the anti-terrorism rules of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and the Internal Revenue Service's rules and regulations relating to tax withholding and reporting.

4.6 Reimbursement of Expenses. Resolve shall reimburse Partner for actual expenses incurred by Partner for reasonable, necessary, and verifiable:

4.6.1 Expenses to acquire the materials and services necessary to perform the Activities, which materials and services Resolve does not provide to Partner;

4.6.2 Travel expenses incurred while performing the Activities; and

4.6.3 Other expenses expressly approved in advance in writing by Resolve, including, but not limited to, expenses incurred by Partner to perform work in accordance with the Statement of Responsibilities attached hereto as Schedule A.

Collectively, the expenses referred to in Sections 4.6.1 through 4.6.3, are referred to herein as the "Qualified Expenses." Partner acknowledges and agrees that Resolve shall not pay or reimburse Partner for any Qualified Expenses incurred by, or purchases made by or on behalf of, Partner other than those set forth in this Section 4.6.

4.7 Total Funding Obligation. Unless otherwise agreed in writing by the Parties, the Qualified Expenses represent Resolve's total obligation for any and all Activities and any and all expenses incurred by or on behalf of Partner.

4.8 Qualified Expense Changes. The Qualified Expenses are based on the scope of work and assumptions stated in the Partner Funding Allocation Request Form and the Activities described therein, and the Partner's responsibilities described in the Statement of Responsibilities (attached hereto as Schedule A). If Resolve requests a change in the Activities which the Parties agree, in good faith, would result in an increase to Partner of its cost of conducting the Activities, the Parties shall, in good faith, evaluate, and discuss revised Qualified Expenses. Based on this evaluation and discussion, the Parties may agree to amend the Activities by written agreement. In the event the Parties cannot agree on a price change after thirty (30) days of good faith discussions, either Party may request that the matter be submitted to the Collaborative for a binding decision, and the decision of the Collaborative shall be final and conclusive, absent manifest error.

4.9 Invoicing and Progress Reports.

4.9.1 Partner shall invoice Resolve on a monthly basis for reimbursement of Qualified Expenses. Each invoice shall be accompanied by a brief, written progress report, which shall describe the Activities that Partner has performed since the date of the last invoice and provide such other information as may be required by this Agreement or reasonably requested by Resolve. For Qualified

Expenses to be reimbursed pursuant to this Section 4.9, Partner shall include in the monthly invoice a summary report of the Qualified Expenses incurred since the date of the last invoice.

4.9.2 If Resolve disputes any portion of an invoice, it shall pay the undisputed portion and shall provide Partner with written notice of the disputed portion and its reasons therefor, and Resolve shall not be obligated to pay interest on such disputed portion. In the event the Parties cannot agree on an invoice after thirty (30) days of good faith discussions, either Party may request that the matter be submitted to the Collaborative for a binding decision, and the decision of the Collaborative shall be final and conclusive, absent manifest error.

4.10 Records Retention and Audit.

4.10.1 *Records Retention.* Partner shall keep or cause to be kept accurate records or books of account in accordance with applicable generally accepted accounting principles that, in reasonable detail, fairly reflect the invoiced fees and Qualified Expenses. Such books and records shall be maintained by Partner for at least three (3) years following the end of the calendar year to which they pertain.

4.10.2 *Audit.* Upon the written request of Resolve, Partner shall permit a certified public accountant or a person possessing similar professional status and associated with an independent accounting firm reasonably acceptable to the Parties, to inspect during regular business hours all or any part of Partner's records and books necessary to verify invoices related to Qualified Expenses.

Article 5. Partner's Responsibilities

5.1 General Requirements. Partner must participate in *Broke in Philly* on a consistent basis. Baseline expectations for participation in *Broke in Philly* applicable to all Reporting Partners, including Partner, are as follows:

- i. Assign one person to serve as a Representative to the Collaborative and deliver the Representative's name and contact information (identifying the Reporting Partner represented, and Representative's mailing address, phone number, and email address) to the Advisory Board Chair. The Representative shall:
 - a. Participate in Collaborative conference calls, in-person meetings, and other Collaborative events and gatherings as scheduled from time to time, and
 - b. Have a presence on the Collaborative's Slack channel, Google listserv and/or any other group means of communication and coordination.
- ii. Make every reasonable attempt to produce 10 *Broke in Philly*-related story each year .
- iii. Include the *Broke in Philly* logo on all print, web, broadcast TV presence as appropriate on all content relating to *Broke in Philly* in accordance with the terms and requirements of Section 5.2 of this Agreement.

- iv. Provide advance notice to *Broke in Philly's* project editor about publication/broadcast timing.
- v. After a story is live, send shareable link in a timely fashion to *Broke in Philly's* project editor.
- vi. Adopt a technology tool that facilitates community engagement and back-end analytics, when appropriate.
- vii. Provide to Resolve metrics and analytics reports regarding *Broke in Philly*-related stories in accordance with Section 5.3 of this Agreement.
- viii. Commit Partner's leadership to attending at least two meetings per year with Resolve.
- ix. Maintain an openness to cross-newsroom reporting with respect to *Broke in Philly*.
- x. Promote *Broke in Philly* articles and events on their platforms via their organizational social media, newsletters, etc.
- xi. Newsrooms with such capacity are encouraged to add a subsection or special page on their own website that will be a dedicated home for content related to *Broke in Philly*.
- xii. Ensure that each of Partner's reporters producing content for *Broke in Philly* have attended a solutions journalism training session to build awareness about, and encourage the practice of, rigorous, evidence-based reporting on the responses to social problems.
- xiii. Host at least one reporter and editor orientation sessions per year for Partner's reporters and newsroom to build awareness about, and support for, *Broke in Philly*.
- xiv. Make a commitment to equity with respect to enhancing *Broke in Philly's* resources by considering and proposing ways that Partner can best support the work of the Collaborative and advance *Broke in Philly's* goals by offering Partner's skills and strengths to group events and initiatives.

5.2 Publication and Branding. Partner is expected to publish the *Broke in Philly* logo on all Collaborative-related stories and/or, when possible, give on-air mention of *Broke in Philly*. The logo will include the Project tagline and will link out to the shared website.

5.2.1 *Publication.* All stories produced for *Broke in Philly* by Partner are, in theory, available for publication/broadcast by any of the other Reporting Partners, but will *always* give credit to where the reporting originated. The most advantageous cross-posting strategy will be for each site to run headlines, deks and/or short summaries of Project pieces on their sites with links back to the originating outlet(s). If desired, Partners can request to Resolve that the originating outlet be given initial temporary exclusivity before any content be made available for publication on other websites.

5.2.2 *Branding.* *Broke in Philly* should be referred to publicly as follows:

“Broke in Philly: a collaborative reporting project on economic mobility,”
a project of Resolve Philly.

5.2.3 *Logo.* Broke in Philly’s logo is as follows:



5.3 Statement of Responsibilities. In addition to the requirements set forth in Section 5.1 and Section 5.2, above, Partner shall undertake and perform work in accordance with the Statement of Responsibilities attached hereto as Schedule A, as the same may be amended from time to time in accordance with the terms hereof (Partner’s responsibilities as set out in the Statement of Responsibilities is also referred to as the “Partner’s Responsibilities”). The specific objectives, scope, deliverables, and estimated schedule for the Partner’s Responsibilities are set forth in the Statement of Responsibilities. Partner agrees that it shall implement changes to the Statement of Responsibilities that are reasonably requested in writing by Resolve subject, if applicable, to Resolve’s payment of any reasonable additional fees and/or expenses incurred by Partner as determined in accordance with Section 4.8 that arise solely from such changes to the Partner’s Responsibilities. Any material change in the Partner’s Responsibilities shall be evidenced in a written amendment of Schedule A.

Article 6. Resolve’s Requirements

6.1 Requirements. As the convener and sponsor of *Broke in Philly*, Resolve agrees to:

- i. Commit the time and efforts of its Executive Directors and staff to carry out the mission and activities of *Broke in Philly*.
- ii. Serve as project manager for the broader vision of *Broke in Philly* reporting and community engagement.
- iii. Identify potential story angles related to current topic of focus, and offer editorial guidance and feedback to Partner upon request.
- iv. Ensure that reporting, materials, and other work product are uploaded onto the central website in a timely manner, promoted via social media, and included in weekly email newsletters.
- v. Coordinate event and reporting calendars with Partner and the Collaborative.
- vi. Be transparent in its processes, and responsive to the needs and feedback of Partner.
- vii. Manage internal communications via Email, Slack, and conference calls.
- viii. Manage and promote the Project’s brand.

- ix. Reinforce and provide support to bolster the solutions approach.
- x. Coordinate collective engagement strategies
- xi. Lead fundraising efforts to sustain the Collaborative.
- xii. Act as a spokesperson for the Project.

Article 7. Term and Termination

7.1 Term. The term of this Agreement shall begin on the date hereof and shall continue until April 20, 2023 (the “Term”). Subject to termination in accordance with Section 7.2, the Parties agree to discuss in good faith, prior to the end of the Term, amending this Agreement (including this Section 7.1 and Schedule A), or entering into a separate agreement governing the Parties’ relationship with respect to the general substance of this Agreement, subject to mutual agreement, for one or more years following the end of the Term.

7.2 Termination.

7.2.1 Either Party shall have the right to terminate this Agreement, by giving written notice to the other Party, upon material breach by the other Party of any material provision of this Agreement, including any covenant, representation, or warranty contained in this Agreement or failure to perform any material portion of the activities or responsibilities set forth under this Agreement, provided that such breach shall have continued for a period of thirty (30) days after the non-breaching Party has delivered written notice of said breach to the breaching Party.

7.2.2 This Agreement may be terminated at any time by written agreement of the Parties.

7.2.3 Notwithstanding Section 7.2.1, Resolve shall have the right to terminate this Agreement for any or no reason upon thirty (30) days prior written notice to Partner.

7.2.4 Partner shall have the right to terminate this Agreement upon thirty (30) days written notice if circumstances beyond its reasonable control preclude continuation of Partner’s Responsibilities described herein.

7.3 Rights and Duties upon Termination or Expiration. Upon termination or expiration (without a further agreement related to the substance hereof entered into as contemplated in Section 7.1) of this Agreement, (i) Partner shall cease all work on the Activities and turn over to Resolve all documentation (whether in written or electronic form) prepared by (or on behalf of, as the case may be) Partner for Resolve in relation to any Activities that Partner is conducting using Project funds at the time of such termination or expiration, and (ii) Resolve shall, in accordance with Article 4, pay Partner for Qualified Expenses incurred in connection with such Activities. Termination or expiration of this Agreement shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination or expiration.

7.4 Survival. The respective rights and obligations set forth in this Agreement, and any other provisions required to interpret and enforce the Parties' rights and obligations under this Agreement, shall indefinitely survive the expiration or termination of this Agreement to the extent expressly set forth therein, or if no survival term is expressly set forth therein, to the extent necessary to preserve these rights and obligations.

Article 8. Indemnification and Insurance

8.1 Indemnification by Partner. Partner agrees to defend, indemnify, and hold harmless Resolve and its Affiliates and their respective directors, officers, employees, and agents from and against any and all costs (including reasonable legal fees), damages, expenses, and losses (collectively, "Losses") arising from any third-party suit, claim, demand, assessment, action, or proceeding (collectively, "Claims"), in any manner caused by, resulting from or arising out of any misrepresentation, negligence, or breach of this Agreement on the part of Partner or any of Partner's Affiliates, or any of Partner's or its Affiliates' directors, officers, employees, or agents, including Losses arising out of the breach or inaccuracy of any of Partner's warranties or covenants under Section 9.1 of this Agreement, except to the extent any such Loss is attributable to any breach by Resolve of this Agreement, or any negligence, willful misconduct, or unreasonable inaction by Resolve, any of Resolve's Affiliates, or any or Resolve's or its Affiliates' directors, officers, employees, or agents.

8.2 Indemnification by Resolve. Resolve agrees to defend, indemnify, and hold harmless Partner and its Affiliates and their respective directors, officers, employees, and agents from and against any and all Losses arising from any third-party Claims, in any manner caused by, resulting from, or arising out of any misrepresentation, negligence, or breach of this Agreement on the part of Resolve, or any of Resolve's directors, officers, employees, or agents, including any Losses arising out of any breach or misrepresentation made by Resolve under Section 9.1, except to the extent any such Loss is attributable to any breach by Partner of this Agreement, or any negligence, willful misconduct or inaction by Partner or any of Partner's Affiliates, or any of Partner's or its Affiliates' directors, officers, employees, or agents.

8.3 Indemnification Procedures. In the event that either Party (an "Indemnified Party") seeks indemnification from the other Party (the "Indemnifying Party") under the terms of this Article 8 with respect to any claim made by a third party, it shall inform the Indemnifying Party of the claim as soon as reasonably practicable after it receives notice thereof, shall permit the Indemnifying Party, at the Indemnifying Party's cost, to assume direction and control of the defense of the claim, and shall cooperate as requested (at the expense of the Indemnifying Party), in the defense of the claim. After notice to the Indemnified Party of the Indemnifying Party's election to assume the defense of such claim, the Indemnifying Party shall be liable to the Indemnified Party only for such legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof at the request of the Indemnifying Party. The Indemnifying Party shall not settle or otherwise compromise any claim or suit without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld. As to those third-party claims with respect to which the Indemnifying Party does not elect to assume control of the defense, the Indemnified Party will afford the Indemnifying Party an opportunity to participate in such defense, at the Indemnifying Party's own cost and expense, and will not consent to the entry of any judgment, settle, or otherwise dispose of any of the same without the consent of the Indemnifying Party, which shall not be unreasonably withheld.

8.4 Limitation of Liability and Claims. Resolve shall not be liable to Partner hereunder for any indirect, incidental, special, punitive, or consequential damages of any kind, including lost profits or loss of goodwill or otherwise; and in no event shall the collective, aggregate liability of Resolve and its Affiliates and its and their respective directors, officers, employees, and agents under this Agreement exceed the amount of funding actually received by Partner from Resolve pursuant to this Agreement. No action, regardless of form, arising out of or in any way connected with this Agreement, may be brought by Partner more than one (1) year after the cause of action accrued.

Article 9. Miscellaneous

9.1 Warranties and Covenants. Each Party represents and warrants to, and covenants with, the other Party that:

9.1.1 It has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and all third-party approvals necessary for it to enter into and perform its obligations under this Agreement have been obtained, are in full force and effect, and are final and non-appealable.

9.1.2 This Agreement is its legal, valid, and binding obligation, enforceable in accordance with its terms and conditions.

9.1.3 The execution and delivery of this Agreement and the transactions contemplated in it do not violate, conflict with, or constitute a default under the terms or provisions of any agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment, or decree to which it is a party or by which it is bound.

9.1.4 It is in compliance with all Applicable Law and it will comply with all Applicable Law during the Term.

A Party shall immediately notify the other Party if any of the foregoing in this Section 9.1 with respect to such first Party ceases to be true or correct.

9.2 Confidentiality. In the normal and routine completion of the activities contemplated under this Agreement, there may be some occasions where one Party discloses information that is proprietary and confidential to the disclosing Party ("Proprietary Information"). All such information which a disclosing Party believes to be proprietary, confidential, trade secret or the like undisclosed information shall be provided in writing or other permanent visual form (such as, for example, a physical prototype, physical sample, photograph, video, or sound recording on any type of recording media) and designated as proprietary with an appropriate restrictive legend stamped or marked thereon at the time disclosure. Proprietary Information disclosed orally, must be identified as proprietary at the time of disclosure and summarized in writing as being proprietary within thirty (30) days of such disclosure. The receiving Party agrees to exercise the same care and safeguards with respect to Proprietary Information disclosed by the disclosing Party as used to maintain the confidentiality of its own information of like character, but in no event less than a reasonable degree of care. The obligations of confidentiality and non-disclosure set forth in this Section 9.2 shall continue for a period of five (5) years from the termination or expiration of this Agreement or until the information ceases to fall under the definition of Proprietary

Information.

9.3 No Commercialization. Except as expressly permitted under the terms of this Agreement, Partner agrees that it shall not commercialize or otherwise make, have made, import, use, sell, offer for sale, or otherwise dispose of any materials, information, or inventions owned by or licensed to Resolve, including, but not limited to, any Proprietary Information, discoveries, improvements, processes, formulas, inventions, know-how, trade secrets, procedures, devices, or other intellectual property, whether or not patentable.

9.4 Equitable Relief. Partner acknowledges and agrees that the restrictions set forth in Section 8.1, Section 8.2, Section 8.4, and Section 9.2 of this Agreement are reasonable and necessary to protect the legitimate interests of Resolve and that Resolve would not have entered into this Agreement in the absence of such restrictions, and that any violation or threatened violation of any provision Section 8.1, Section 8.2, Section 8.4, and Section 9.2 will result in irreparable injury to Resolve. Partner also acknowledges and agrees that in the event of a violation or threatened violation of any provision of Section 8.1, Section 8.2, Section 8.4, and Section 9.2, Resolve shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving irreparable injury or actual damages and without the necessity of having to post a bond. The rights provided in the immediately preceding sentence shall be cumulative and in addition to any other rights or remedies that may be available to Resolve. Nothing in this Section 9.4 is intended, or should be construed, to limit Resolve's right to preliminary and permanent injunctive relief or any other remedy for a breach of any other provision of this Agreement.

9.5 Publication. Except as provided under this Agreement and as expressly consented to in writing by Resolve, Partner has no right to publish the Resolve name or logo.

9.6 Waiver. The failure of a Party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such Party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either Party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach. To be effective any waiver must be in writing.

9.7 Assignment. Partner shall not sell, transfer, assign, pledge, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, this Agreement or any of its rights or obligations hereunder without the prior written consent of Resolve, provided that in the event such consent and approvals, if applicable, are granted, the proposed assignee shall agree in writing, in a form reasonably satisfactory to Resolve, to perform all of Partner's obligations hereunder. Any attempt to assign, transfer, subcontract, or delegate any portion of this Agreement or Partner's rights or obligations hereunder in violation of this Section 9.7 shall be null and void. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties hereto.

9.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had

never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and reasonably acceptable to the Parties.

9.9 **Notices.** Any notice, request, or other communication required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to be given when delivered in person, by email (acknowledgment of receipt by recipient requested), by courier (return receipt requested), or five (5) days after being deposited in the United States mail, postage prepaid, certified, return receipt requested to the Parties addressed as follows:

If to Resolve:	If to Partner:
<i>Name of Organization:</i> Resolve Philadelphia	<i>Name of Organization:</i>
<i>Names of Representatives:</i> Cassie Haynes & Jean Friedman-Rudovsky, Co-Executive Directors	<i>Name of Representative:</i>
<i>Address:</i> 699 Ranstead Street, 3rd Floor Philadelphia, PA 19106	<i>Address:</i>
<i>Tel:</i> 734-646-9581	<i>Tel:</i>
<i>Email:</i> cassie@resolvephilly.org jean@resolvephilly.org	<i>Email:</i>

Either Party may change its contact person, address, or telephone number, or email address by giving the other Party written notice, delivered in accordance with this Section 9.9.

9.10 **Construction.** Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular. When this Agreement refers to a number of days, unless otherwise specified as business days, that reference is to calendar days. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term “including” as used herein shall mean including, without limiting the generality of any description preceding such term. A reference to a Schedule, Article, Section, or clause is a reference to a Schedule, Article, Section, or clause of this Agreement, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including any attachments hereto. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied in favor of or against either Party hereto.

9.11 **Governing Law.** This Agreement and the rights and obligations of the Parties shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this

Agreement to the substantive law of another jurisdiction.

9.12 Parties Independent. Except as expressly provided herein, at no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party. In making and performing this Agreement, the Parties act and shall act at all times as independent entities and nothing contained in this Agreement shall be construed or implied to create an agency or employer and employee relationship between Resolve and Partner. Because Partner is not an employees of Resolve, Partner is not eligible to participate in, nor receive any employee benefits of any kind from Resolve, including but not limited to social security payments, health insurance, and workers compensation, retirement, disability, education savings, transportation subsidies or benefits, unemployment, etc.

9.13 Reporting Income. To the extent required by the Applicable Law, Resolve shall report all funds paid to Partner on IRS Form 1099-MISC and provide Partner with a copy of all such informational returns filed in relation to Partner. Partner is solely responsible for reporting payments from Resolve as income and paying any federal, state, and local taxes arising in relation thereto, regardless of whether Resolve reports such payments as income to the applicable taxing authorities, and regardless of whether Resolve provides Partner with copies of informational returns (e.g., IRS Form 1099-MISC).

9.14 Conflicts. Except as otherwise required by Applicable Law, to the extent that any provision of this Agreement conflicts with a provision of a Schedule, the provision of this Agreement shall govern.

9.15 Cumulative Remedies. Unless expressly set forth herein to the contrary, all remedies set forth herein are cumulative and are in addition to any and all remedies provided either Party at law or in equity.

9.16 Entire Agreement; Amendment. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. Any amendment or supplement to this Agreement shall be effective only if in writing signed by each Party.

9.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

RESOLVE PHILADELPHIA

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed Name)

Name: _____
(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

Statement of Responsibilities

- 1. Reporting Baselines**
- 2. Co-Reporting**
- 3. Republishing**
- 4. Coordinated Series Work**

Schedule B

Reporting Partners

Reporting partners as of March 2022

AL DÍA News

Billy Penn

Chalkbeat Philadelphia

DosPuntos

ecoWURD

Friends, Peace, and Sanctuary Journal

FunTimes

Generocity

Germantown Info Hub (part of Resolve)

Green Philly

Kensington Voice

Klein College of Media and Communication

Kouvenda Media

Love Now Media

Metro Philadelphia

NBC10/Telemundo62

Next City

The Philadelphia Citizen

The Philadelphia Inquirer

Philadelphia Gay News

Philadelphia Magazine

Philatinos Radio

PhillyCAM

PlanPhilly

Technical.ly

WURD Radio

WHYY

Schedule C

Partner Funding Allocation Request Form

This rider is attached to and made part of the Agreement dated _____ between Resolve Philly (“Resolve”) and _____ (“Partner”).

- _____ will act as the representative to the Broke in Philly Collaborative on behalf of Partner. In the event that _____ is no longer able to fulfill their duties as the representative to the collaborative, for whatever reason, Partner agrees to appoint an appropriate representative to take their place.
- Partner will use its best efforts to produce a minimum of 5 pieces of journalism under the Broke in Philly banner per year for the duration of the project (through April 2023).
- Partner will use its best efforts to collaborate* with at least 2 other partner(s) per year on journalism under the Broke in Philly Banner for the duration of the project (through April 2023).
- The partnership between Resolve and Partner is not exclusive. Partner is free to engage in other collaboratives and Resolve is free to contract with other news organizations, without limitation.

*Collaborate: Co-author, co-report, cross-publish, co-produce a story, an event, or another act of journalism