

WEKU-FM FY 2020 Member Program Purchase Form

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WEKU-FM

Eastern KY University
Richmond, KY

We understand that this formula was used to determine our FY 2020 program fees:

2017 NFFS of \$1,502,051.00 + 2019 CSG of \$170,182.00
= **2020 TSR of \$1,672,233.00**

TOTAL STATION REVENUE = TSR LEVEL 15

WEKU-FM wishes to purchase the NPR programs checked on this electronic form and requests that you invoice us accordingly. The total cost of our programming choices:

This authorization covers the broadcast of the purchased NPR programming via **WEKU-FM**, any other FCC licensed facilities licensed to **Eastern KY University** and identified in NPR's records as authorized to broadcast the NPR Programming and any FM translator or booster stations licensed to **Eastern KY University** during FY 2020

- WEKF-FM
- WEKH-FM
- WEKP-FM

Mike Savage,
Date & Time: 9/18/2019 9:10 AM

Member Broadcast and Digital Platform License Terms and Conditions

The terms and conditions set forth herein (hereafter referred to as the "Agreement") authorize and govern the broadcast and online digital uses of the NPR produced and distributed programming you have selected ("Programming" or "Program") on behalf of your station licensee ("Member") for the term October 1 through September 30, commencing October 1 of the calendar year in which you have selected the Programming, and continuing thereafter for as long as such uses are authorized by NPR or until superseded by a subsequent agreement between the parties governing such uses ("Term").

By clicking on the "Submit" button associated with this Agreement, you represent that you have read and understand this Agreement, agree to its terms on behalf of the Member, and are authorized to do so.

I. Broadcast Use Terms and Conditions

1. **Broadcast Use Program License.** This Agreement grants to Member a non-exclusive, non-transferable license to broadcast each Program in the domestic United States over the Federal Communications Commission ("FCC") authorized radio frequency(s) of the station(s) licensed to Member and approved by NPR ("Station(s)"); provided, the broadcast performance of published non-dramatic musical works is licensed pursuant to the public radio blanket license agreements with ASCAP, BMI, SESAC and The Harry Fox Agency and, to the extent any of the Stations are not covered by any of such agreements, it is Member's obligation to secure appropriate licensing. Member consents to and shall comply with all (a) program-specific terms and conditions, the current version of which is attached as Schedule A of this Agreement ("Program-Specific Terms and Conditions"); (b) NPR policies, including the "Station Use of the NPR Breaking News Channel" policy that is attached as Schedule B of this Agreement; (c) Program use information and format clocks for individual programs (the "Program Information"), which are available as of the effective date of this Agreement at www.nprstations.org/programming; and (c) all other notices specifying conditions for broadcast of the Programming that are provided to Member by NPR.

2. **Technical Quality.** NPR distributes the Programming with an audio signal bandwidth of 15 Hz to 20 kHz, and Member shall maintain the technical quality of the Programming in each Station's broadcasts to no less than the prevailing FCC standards applicable to such Station's broadcast service. Member shall employ or assure the employment of qualified personnel and use or assure the use of adequate equipment and facilities to maintain the highest broadcast quality of the Programming. Member and NPR shall each make a good faith effort to timely notify the other of any significant technical imperfections in the Programming due to production errors, faulty recordings, or interconnection system deficiencies as soon as discovered.

3. **Distribution of Programming.** NPR shall make the Programming available to Member by way of the Public Radio Satellite System ("PRSS") or by such other method adopted by NPR for the distribution of programming to FCC-licensed broadcast stations. If Member acquires Programming by way of the PRSS, Member shall separately arrange and pay for satellite interconnection system services and comply with all applicable PRSS

policies, as they may be adopted or revised them from time to time. If Member acquires Programming by way of another method adopted by NPR for the distribution of programming to FCC-licensed broadcast stations, Member shall comply with all policies applicable to such distribution methodology, as NPR may adopt or revise them from time to time. In all cases, all physical materials containing the Programming constitute and shall remain the property of NPR.

4. **Alteration of Programming.** As a broadcast licensee, Member may decline to broadcast any individual NPR Program in its entirety. If Member elects to broadcast an individual Program, Member must broadcast such Program in its entirety, except in the following circumstances: (1) during scheduled on-air fundraising membership drives; (2) for local coverage of important news events; (3) as required to comply with Emergency Alert System or other FCC mandated broadcast licensee obligations; or (4) as otherwise permitted by the Program-Specific Terms and Conditions. Member may also delete any word or phrase of the Programming if Member reasonably determines that such word or phrase violates Member policy or any Federal or state law or regulation, as long as such deletion does not include underwriting credits or NPR identification and does not alter the meaning or otherwise harm the integrity or balance of the Programming. NPR is not obligated to inform Member that the Programming contains language that may be objectionable or that addresses sensitive or controversial topics; provided, NPR shall make a good faith effort to inform Member in advance when NPR has reason to believe that Programming contains language that may violate Federal or state law or regulation. Except as expressly permitted by this Agreement or otherwise by NPR, Member shall not excerpt from, edit, or otherwise alter the Programming in any way or for any purpose, including for fundraising purposes.

5. **Underwriting Announcements.** Except as permitted by the Program-Specific Terms and Conditions, if Member broadcasts any portion of a Program, Member shall broadcast all underwriting announcements provided with the Programming, including (a) underwriting announcements contained within newscasts supplied with the Program and (b) during on-air fundraising drives. Member shall broadcast all underwriting announcements in accordance with the Program-Specific Terms and Conditions as well as all NPR policies, ContentDepot messages, or other notices specifying conditions for the broadcast of underwriting announcements. Except as expressly permitted by this Agreement or otherwise in writing, Member may not substitute other underwriting announcements or other programming matter for any NPR underwriting announcement, and Member may not edit or otherwise alter any NPR underwriting announcement. In the event Member determines that its responsibilities as a noncommercial educational broadcast licensee under the Communications Act of 1934, as amended, or any other obligations or restrictions, preclude it from broadcasting any underwriting announcement as provided with the Programming, Member's only remedy shall be to not broadcast the entire Program containing such underwriting announcement or any portion of such Program. In such an event, Member shall notify NPR of the fact of and basis for its objection to the underwriting announcement.

6. **NPR Preemption of Programming.** NPR may preempt the Programming or any portion of the Programming, including for extended coverage of important events, and substitute other program material which Member may broadcast in lieu of the Programming.

Neither NPR nor Member shall be liable to the other for a failure to comply with this Agreement by reason of equipment failure, labor dispute, legal action, force majeure or any other reason beyond the non-performing party's reasonable control.

7. **Information Reporting.** Member shall, on request, furnish NPR with reports on Programs carried and Programs rejected and such financial or other information as NPR may reasonably request from time to time. As a function of any music license negotiated by NPR on behalf of noncommercial educational radio broadcast stations, Member shall also, on request, furnish NPR and the designated music rights holder or representative with the specified music use information.

8. **Member Compliance.** Member shall allow inspection of Station facilities upon NPR's reasonable request, provide NPR with reasonable access to all records relating to Member's compliance with this Agreement, and comply with any NPR compliance policy applicable to Member's broadcast use of the Programming. Member shall notify NPR immediately if it no longer complies with any applicable NPR policy. From time to time upon NPR's reasonable request, Member shall provide NPR with copies of the Programming as broadcast by its Station(s).

II. Digital Platform Use Terms and Conditions

1. **Digital Platform Use Program License.** This Agreement grants to Member a limited, non-exclusive, and non-transferable license to make the uses of the Programming set forth in the Program-Specific Terms and Conditions, via a Noncommercial Digital Platform, as defined in Paragraph 2, below:

2. **Definitions:**

- a. For purposes of this Agreement, "Digital Platform" means a website or other digital platform used to offer multimedia content to the public, including by way of a digital device application, that: (a) is associated with Member's radio broadcast service and includes Member's radio broadcast service as a prominent feature of the home page of the Digital Platform; (b) is prominently branded with the Member Mark(s) used by Member to identify its radio broadcast operations; and (c) is owned or controlled by Member, whether it is served or hosted by Member or a Third Party. "Control" means actual control over the Digital Platform, such that Member possesses the right to determine any and all of the content that is presented. Where the Digital Platform is owned by another entity, such control shall be deemed to exist if Member has more than fifty percent (50%) ownership and voting control of that entity.
- b. For purposes of this Agreement, "Noncommercial" means not supported by advertising, such that all banner or other text or graphical sponsor acknowledgments conform to the NPR Digital Sponsor Acknowledgement Guidelines, attached as Schedule C of this Agreement, and all audio and audio-visual sponsor acknowledgments conform, insofar as possible, to the rules of the FCC applicable to public broadcasting on-air underwriting acknowledgments.

- c. For purposes of this Agreement, "Digital Content API" means an application programming interface established by NPR for distributing content through digital media services and networks to NPR Member stations, nonprofit organizations, and the public to copy and display on their own websites or other digital platforms and any successor programming interface or distribution technology specified by NPR.
- d. **Music Licensing.** The online performance of published non-dramatic musical works and sound recordings is licensed pursuant to arrangements made by the Corporation for Public Broadcasting ("CPB"), and Member represents and warrants that it has secured coverage under such licenses and that it will maintain such license coverage throughout the Term of this Agreement.

3. **No Archiving or Downloading.** Member shall not archive any Programming except as otherwise permitted herein, and it shall take all commercially reasonable measures to prevent any Programming from being digitally downloaded by a user from a Member Digital Platform.

4. **Integrity of Programming.** Except for corrections communicated by NPR, Member shall stream the Programs strictly as permissibly broadcast without any content thereof (including national underwriting credits) being replaced or covered up. With respect to the use of the audio of any individual NPR-produced and designated Program story authorized by this Agreement, Member may include local sponsor acknowledgments adjacent to, but not within, such story, and Member may substitute digital sponsor acknowledgments for local broadcast sponsorship acknowledgments occurring in the Program as broadcast by Member via its FCC authorized frequency.

5. **Avoidance of Possible Confusion of Origin of Content or NPR Service Marks; Links To NPR Sites.** Links to or other use of the Programming or Marks, as defined below, on a Member Digital Platform shall be positioned and credited so as to make clear that such Programming is produced or distributed by NPR and not by another source (including Member). Links to or use of content from sources other than NPR on a Member Digital Platform shall be positioned and credited so as to avoid suggesting an association of the content with NPR. Member shall provide on each Member Digital Platform related to or linking the Programming a link to both the npr.org webpage of the Program offered for use under this Agreement and to the NPR website as designated by NPR.

6. **Live Stream Metrics.** Member shall implement and maintain Triton Webcast Metrics service for purposes of measuring, analyzing, and reporting stream use data related to the use of Member's Noncommercial Digital Platform(s) that offer the Programming ("Live Stream Metrics Data"). Member hereby grants to NPR a nonexclusive, perpetual, worldwide, royalty-free right and license to use, copy, modify, transmit, create derivative works of, store, archive, distribute, display, reproduce, host, index, cache, tag, encode and/or adapt the Live Stream Metrics Data, including personally-identifying information, in any and all media formats or channels, whether now known or hereafter devised, in connection with the preparation and generation of reports of third party use of Member's Digital Platform(s) (without being distributed as part of the Live Stream Metrics Data or of such reports) as

permitted by the Program-Specific Terms and Conditions or described in NPR's then-current privacy policy available as of the effective date of this Agreement at <http://www.npr.org/about-npr/179878450/privacy-policy>.

III. General Terms and Conditions

1. **Member Qualifications.** Member meets and shall continue to meet the requirements for NPR membership set forth in the NPR Bylaws, which are available as of the effective date of this Agreement at <https://www.nprstations.org/policies/govbylaws.cfm> ("NPR Bylaws").
2. **License Fee.** Member shall pay NPR the fee associated with the Programming Member has selected for the current Term, as invoiced by NPR and in accordance with the terms, conditions, and instructions contained in such invoices or as otherwise specified in the Program-Specific Terms and Conditions, or by NPR in writing ("License Fee"). For any License Fee past due, Member shall be liable for, and hereby agrees to pay, interest at a rate of the lesser of (1) one (1%) percent per month or (2) the highest rate then permitted by law.
3. **Reservation of Rights.** NPR retains all rights not expressly granted under this Agreement, and Member shall not itself, and shall not authorize or permit any other to, perform, adapt, rebroadcast, reproduce, distribute, transmit, or otherwise offer or use the Programming or any portion thereof for any purpose, including for fundraising purposes, or by way of any media now or hereafter known, unless specifically authorized by this Agreement or by NPR in writing in advance. Member shall promptly notify NPR of any unauthorized use of the Programming of which it becomes aware and cooperate with NPR's efforts to address any such unauthorized use.
4. **Program Attribution; Member Promotion of Programming.** Member shall include NPR attribution in all NPR Programs and Program stories or segments it disseminates and in all promotion, publicity, and advertisements for Programming it disseminates according to NPR's instructions, including the Program-Specific Terms and Conditions. Subject to the fulfillment of the terms and conditions of this Agreement, NPR grants Member a non-transferable, non-exclusive license (a) to use NPR's corporate name (National Public Radio, Inc.), the "NPR" service mark, and the NPR logo (the "NPR Corporate Marks"), solely to the extent necessary for Member to perform its obligations and/or exercise its rights under this Agreement; and (b) to use those registered and unregistered service marks (and designs) owned by NPR or licensed by NPR from a third-party Programming provider that are used to identify Programming that Member is authorized to broadcast (the "Program Marks" and, together with the NPR Corporate Marks, the "Marks"), solely in accordance with the terms of the service mark guidelines, attached hereto as Schedule D ("Service Mark Guidelines").
5. **Notices.** Notices required to be sent to NPR under this Agreement shall be sent to National Public Radio, Inc., 1111 North Capitol Street, NE, Washington, DC 20002, Attn: Senior Vice President, Member Partnership, or the successor thereto designated and communicated to Member by NPR. Notices required to be sent to Member under this Agreement shall be sent to Member's Authorized Representative, as defined in the NPR Bylaws and as reflected in the records of NPR at the time notice is sent. Notice shall be

deemed effective upon the earlier of (a) receipt or (b) two (2) days after transmittal via overnight courier service.

6. **Responsibility for Acts and Omissions.** To the fullest extent permitted by applicable law, each of NPR and Member agrees to be liable for the acts and omissions arising under this Agreement of its respective directors, officers, employees, contractors and agents engaged in the scope of their employment or agency, and further agrees to be responsible for any and all liability to or claims by third parties arising from such acts or omissions. In no event shall either party be liable to the other for indirect, incidental, special, speculative, punitive, or consequential damages, including claims for lost profits, in any way arising out of or related to this Agreement, even if advised of the possibility of such damages. The provisions of this Paragraph 6 will survive the expiration or termination of this Agreement for any reason.

7. **Permissible Changes to Terms and Conditions; Prior Notice of Changes.** NPR and Member acknowledge and agree that (a) NPR may adopt or revise policies affecting Member use of the Programming from time-to-time; (b) NPR may revise the Program-Specific Terms and Conditions, the NPR Bylaws, the NPR Digital Sponsor Acknowledgement Guidelines, the Marks, and the Service Mark Guidelines from time-to-time; and (c) Member agrees to adhere to all such changed terms and conditions; provided that any change to the Program-Specific Terms and Conditions, the NPR Digital Sponsor Acknowledgement Guidelines, the Marks, the Service Mark Guidelines, or NPR policies applicable to this Agreement, the Program Information, and any other change affecting Member use of the Programming or the Marks that NPR is permitted to make, shall take effect only after prior written notice to Member.

8. **Termination.** Member acknowledges and agrees that the specific terms and conditions limiting Station use of the Programming are a material part of this Agreement, the breach of which entitles NPR to terminate this Agreement. If either party breaches a material term of this Agreement, the other party may terminate this Agreement by giving written notice to the breaching party. Such notice of termination shall become effective fifteen (15) business days after receipt unless the breaching party has cured the breach to the reasonable satisfaction of the other party; provided, that if Member is the breaching party and the notice of termination relates to Member's use of the Programming, Member shall cease exercising the rights granted under this Agreement with regard to the Programming that is the subject of the notice of termination or all of the Programming, as determined by NPR, immediately upon receipt of such notice of termination. Otherwise, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party. In the event of termination prior to the end of the Term other than for an uncured breach by Member, NPR shall promptly repay Member the pro rata share of any previously paid License Fee corresponding to the period between the effective date of the termination and the end of the Term.

9. **Entire Agreement; Choice of Law; Forum:** This Agreement represents the entire understanding of the parties regarding the Programming and supersedes any prior agreements or understandings, written or oral, or the terms of any purchase order regarding the Programming. It may not be waived or modified by the parties except in writing signed by authorized representatives of both parties, nor shall the conduct or actions of any party be deemed a modification or waiver. A modification or waiver of a part of this Agreement shall

not constitute a modification or waiver of any other portion of the Agreement. This Agreement and its interpretation, construction and effect shall be governed by the laws of the District of Columbia without regard to its choice of law and forum or venue rules; provided, that, if such choice of law is prohibited by Member's state law, it is the parties' intent for this Agreement to remain silent with respect to the choice of applicable law. Any action arising from this Agreement shall be brought in the local or Federal courts located in the District of Columbia, unless such choice of forum is prohibited by Member's state law.

Schedule A
Program-Specific Terms and Conditions

I. Broadcast Use of Programs

A. General.

1. Broadcast of Underwriting Announcements. Member shall broadcast all underwriting announcements, including the preamble (such as "Support for NPR comes from") as provided by NPR, either (i) live or on a delayed basis as made available by NPR in the form of audio files or (ii) as read by a Member Station announcer in the exact language supplied by NPR and pre-recorded for broadcast. "Underwriting Announcements" and "Funding Credits" are used interchangeably in this Agreement to refer to noncommercial sponsor acknowledgments.
2. Program Identification. Whenever providing on-air identification of an NPR Program Member broadcasts, Member shall identify the Program by its proper program name as specified in the Program Information available as of the effective date of this Agreement at www.nprstations.org/programming/home.cfm and shall not misrepresent the source of the Program.
3. Station Use of NPR Program Excerpts for On-air Promotional Purposes. In any twenty-four (24) hour period, Member is authorized on a non-exclusive, non-transferable basis to use up to ten (10) excerpts, each up to twenty (20) seconds in length, from each of the specified Programs that Member is authorized to broadcast ("Program Excerpt(s)"), solely to promote Member, NPR, or Member's carriage of NPR Programming ("On-air Promotion"). Each Program Excerpt must be used within thirty (30) days of its original distribution by NPR and consist exclusively of broadcast audio of (i) on-air hosts or journalists of NPR produced or acquired programs, a list of which is available as of the effective date of this Agreement at www.npr.org/series/6000/people-at-npr or (ii) public event actualities. No Program Excerpt may be used in conjunction with any excerpt of any programming produced by any person or entity other than Member or NPR. Member may not edit or alter in any way any Program Excerpt that it uses, and Member warrants that its use of any such Excerpt will not alter the material's content or meaning or

harm NPR's reputation. The foregoing authorization is limited to the broadcast use of an On-air Promotion via the FCC authorized frequency of a noncommercial educational radio station licensed to Member.

4. Altering of Newsmagazine Content: The Newsmagazines (as defined below) are designed to give stations maximum flexibility in serving their audiences with local and regional news while preserving the fundamental editorial and brand integrity of the Programs. Member may cover portions of the Newsmagazines as specified in Section I.B.1 below. NPR strongly recommends that as a regular programming practice stations not cover more than the specified Story time as described in the Program Information on nprstations.org. If, on an average weekly basis, Member wishes to cover more than the specified Story time, with "Story" defined by reference to the numerical identification number assigned to it in the program rundown made available through the ContentDepot messaging system for a particular day's edition of a Program ("Program Rundown"), Member will notify NPR (at programservices@npr.org) and enter into a good faith conversation about the need for a waiver. The term "Story" includes any accompanying NPR host introduction.
- B. Broadcast Use of *Morning Edition* and *All Things Considered*. The following terms and conditions, including the individual Program format clocks, which are available as of the effective date of this Agreement at <https://www.nprstations.org/programinfo/clocks.cfm> (collectively, "Format Clocks"), govern the broadcast use of *Morning Edition*, *All Things Considered*, *Weekend Edition Saturday*, *Weekend Edition Sunday* and *Weekend All Things Considered* (collectively, "the Newsmagazines").
1. Altering of Newsmagazine Content. The Program Rundown will always govern the broadcast use of a particular edition of a Newsmagazine or other Program. Absent specific Program Rundown instructions to the contrary, Member may cover or alter portions of a Newsmagazine as follows:
 - i. Except for newscasts specified in Section I.B.3. ("Carriage of Certain Newscasts), below, Member may cover any billboard, newscast/headlines, return, promo, or music bed, as indicated in the relevant Format Clocks;
 - ii. Member may cover an individual Story, including adjacent interstitial material (such as a "music button") within a segment (such as "Segment D," as indicated in the Format Clocks") or move an individual Story within a particular day's edition of a Newsmagazine;

2. Newsmagazine Underwriting Announcements. Member must broadcast all Newsmagazine national funding credits as fed, except as permitted below.
- i. Credit Windows. Member may broadcast the Newsmagazine national funding credits fed as follows during the time periods indicated below and on the relevant Format Clocks:
 - a. The *Morning Edition* national funding credit fed at 5:40 may be broadcast during the window beginning at 4:00 and ending at 7:30.
 - b. The *Morning Edition* national funding credit fed at 45:00 may be broadcast during the window beginning at 42:30 and ending at 49:35.
 - c. The *All Things Considered* national funding credit fed at 5:40 may be broadcast during the window beginning at 4:00 and ending at 6:30.
 - d. The *All Things Considered* national funding credit fed at 58:10 may be broadcast during the window beginning at 58:10 and ending at 60:00.
 - e. The *Weekend Edition Saturday*, *Weekend Edition Sunday* and *Weekend All Things Considered* national funding credit fed at 5:40 may be broadcast during the window beginning at 4:00 and ending at 6:30.
 - f. The *Weekend Edition Saturday*, *Weekend Edition Sunday* and *Weekend All Things Considered* national funding credit fed at 20:00 may be broadcast during the window beginning at 18:00 and ending at 20:35.
 - g. The *Weekend Edition Saturday*, *Weekend Edition Sunday* and *Weekend All Things Considered* national funding credit fed at 41:00 may be broadcast during the period beginning at 35:00 and ending at 41:35.
 - h. During an on-air fundraising pledge drive, the Newsmagazine national funding credits may be broadcast at any time during the hour of the Newsmagazine in which they are fed.
 - ii. Morning Edition Roll-overs. If Member broadcasts *Morning Edition* outside of 6:00 a.m. to 9:00 a.m. local time, Member may cover the national funding credits at 21:00, 34:00 and 45:00 outside those hours. Member may also cover the following national funding credits between 6:00 a.m. to 9:00 a.m. local time:

- a. Eastern time zone: 8:45 a.m.
 - b. Central time zone: 7:45 a.m.
 - c. Mountain time zone: 6:45 a.m.
 - d. Pacific time zone: 8:45 a.m.
 - e. All other time zones: 7:45 a.m. local time.
- iii. All Things Considered Roll-overs. If Member broadcasts *All Things Considered* outside of 4:00 p.m. to 7:00 p.m. local time, Member may cover the national non-newscast funding credits at 20:00, 35:00 and 58:10 outside those hours.
- 3. Carriage of Certain Newscasts. If Member broadcasts *Morning Edition*, *All Things Considered*, *Weekend Edition Saturday*, *Weekend Edition Sunday* or *Weekend All Things Considered*, Member must air the following Newscasts as fed and as indicated in the relevant Format Clocks or notify NPR (at programservices@npr.org) and enter into a good faith conversation about the need for a waiver:
 - i. In *Morning Edition*, Newscast 1 at 1:00, and Newscast 3 at 30:00.
 - ii. In *All Things Considered*, Newscast 1 at 1:00 and Newscast 3 at 30:30.
 - iii. In *Weekend Edition Saturday*, *Weekend Edition Sunday* and *Weekend All Things Considered*, Newscast I at 1:00.
 - 4. Marketplace Morning Report. The *Marketplace Morning Report*, if used, is to be broadcast live during the E segment occurring between 51:30 and 59:00 of *Morning Edition* as indicated on the Format Clock.

C. Here & Now.

- 1. Altering of Here & Now Content. If Member chooses to cover portions of the program, it may do so only if the portion covered occurs between two defined breaks supplied within the body of the program as set forth in the relevant Format Clock.
- 2. Here & Now Underwriting Announcements. Except as follows, Member must broadcast all *Here & Now* national funding credits as fed:
 - i. The national funding credit fed at 5:40 may be broadcast during the window beginning at 4:00 and ending at 6:30 as indicated on the *Here & Now* Format Clock; and
 - ii. The national funding credit fed at 33:00 may be broadcast during the window beginning at 30:00 and ending at 34:30 as indicated on the *Here & Now* Format Clock.

- D. Newscasts. If Member chooses to cover a portion of the program, it may do so only if (i) the portion covered occurs between two defined breaks supplied within the body of the program as set forth in the relevant Format Clocks; and (ii) Member broadcasts the accompanying underwriting announcement.

II. Digital Platform Use of Programs

A. Digital Platform Use License.

1. Live Streaming of Member Station Broadcast Signal. Member may stream the Programming as part of a simultaneous online stream of Member's primary or ancillary over-the-air broadcast service.
2. Audio of Individual NPR-Produced Program Segments. With respect to NPR-produced Programs (a list of which is available as of the effective date of this Agreement at <http://www.nprstations.org/permalink/pla/NPRProducedPrograms.pdf>) that Member actually broadcasts via its FCC authorized frequency(ies) under this Agreement, Member may permit end users of its Digital Platform(s) to stream the audio of individual stories derived from such Programs and retrieved from NPR's computer servers by way of the NPR Digital Content API, as defined below; provided, that, (i) Member shall not assemble or facilitate the assembly of one (1) or more such individual stories, whether alone or in combination with content derived from another source, into a continuous content stream or as a distinct program and (ii) Member's use of audio of individual NPR-produced program segments is subject to the Terms of Use of API for Stations, which are available as of the effective date of this Agreement at http://www.npr.org/buckets/api/api_station_fullterms.html.
3. Delayed Streaming of *Morning Edition* and *All Things Considered*. Member may offer a delayed stream of its own local broadcast of the NPR Newsmagazines, subject to the rights of third party producers of material incorporated into such local broadcasts and provided, that, (i) Member may only offer a delayed stream of its local broadcast of an NPR Newsmagazine until Member broadcasts the next day's edition of the NPR Newsmagazine (e.g., Member's *Weekend Edition Saturday* broadcast stream replaces Member's *Friday Morning Edition* broadcast stream) and not an archive containing multiple editions of an NPR Newsmagazine; (ii) Member must immediately remove from all of its Digital Platforms a delayed stream of an NPR Newsmagazine if so requested by NPR; and (iii) Member may not offer, distribute, or otherwise facilitate a download or other reproduction of any Member local broadcast of an NPR Newsmagazine.

B. Live Stream Metrics.

1. Live Stream Metrics Data is collected by NPR through the Triton Webcast Metrics service, pursuant to the Triton Digital Media Terms of Service. NPR may access Member's Triton Webcast Metrics account only with Member's permission. NPR prepares and makes available to all Members reports containing non-identifying and anonymous data. NPR and Triton Digital Media have access to all aggregate data and all individual station data collected through the Triton Webcast Metrics service.
 2. NPR will not share individual Member data with any other Member or station, except as part of aggregate, anonymous reports that do not identify the station in any way. Notwithstanding the foregoing, a licensee of multiple stations may access individual station data for each of its licensed stations.
- C. Program Identification. Whenever displaying and providing access to NPR content on a Member Digital Platform, Member shall identify the Program by its proper program name as specified in the Program Information and shall not misrepresent the source of the Program.

III. Waivers. Waivers of the Program-Specific Terms and Conditions will be considered in good faith with an eye to helping stations best serve the audience in their market. Requests to waive particular requirements of this Agreement should be submitted in writing to programservices@npr.org, outlining the unique circumstances on which the request is based, how the requested waiver will address Member's specific need and the proposed parameters and duration of the requested waiver.

Schedule B Station Use of the NPR Breaking News Channel

To facilitate the availability of local station coverage of breaking news events, NPR has established this Station Use of the NPR Breaking News Channel Policy (the "Policy") by which NPR may make the NPR Breaking News Channel available to a Member to offer local coverage of a breaking news event (the "Originating Station") and other NPR Members and affiliates to broadcast the Originating Station coverage (the "Broadcasting Stations").

Implementation occurs through two steps: (1) as mutually determined by NPR and an Originating Station, the Originating Station agrees to make its broadcast signal available and (2) stations wishing to receive and broadcast the Originating Station's signal may then do so, in both cases via NPR's Special Events Coverage/Breaking News subscription in ContentDepot (the "Breaking News Channel") or the Originating Station's own ContentDepot subscription, as determined by NPR and the Originating Station.

Participation in the extension of local breaking news coverage under this Policy is with the following understanding:

1. For Federal Communications Commission ("FCC") and other legal purposes, the Originating Station grants consent to all NPR Member and other affiliated stations to rebroadcast the Originating Station's signal until the (a) Originating Station elects to terminate

the consent and NPR has had a reasonable opportunity to notify the Broadcasting Stations or (b) NPR elects to make other use of its Breaking News Channel or otherwise terminates the Originating Station's use of the NPR Breaking News Channel. In terminating a particular carriage arrangement, the intention is to minimize disruption and maximize audience service to all concerned.

2. As this programming is originating from an Originating Station, NPR-generated operational messaging about this programming will be limited, and Broadcasting Stations should regularly identify the coverage on air as programming from the Originating Station. In addition, Members should be mindful of possible issues that may arise when a station rebroadcasts another station's programming, such as ambient local alerting and corresponding tones, indecent or profane language, and Portable People Meter (PPM) encoded programming. Therefore, Broadcasting Stations are advised to have a board operator present during the period of rebroadcasting the Originating Station's signal. In any event, as between the Originating Station and NPR, NPR is responsible for making the Originating Station's programming available to stations via the NPR Breaking News Channel, the Originating Station is responsible for the content of its programming, and the Broadcasting Station is responsible for its broadcast of the Originating Station's programming.

3. Except as otherwise specified by this Policy, the terms of the ContentDepot Distribution System User Agreement apply to this use of the Breaking News Channel.

4. As a process matter, an Originating Station will be asked by NPR to acknowledge its use of the NPR Breaking News Channel and consent to the broadcast of the Originating Station's signal by Broadcasting Stations. NPR will provide notice of the Originating Station's consent to Broadcasting Stations. For purposes of the FCC's rules (47 CFR 73.1207(b)), Broadcasting Stations should retain a copy of the notice of consent in the Broadcasting Station's public inspection file.

Schedule C Digital Sponsor Acknowledgment Guidelines

NPR is unique among media companies.

We put substance *and* style in our reports. We talk *with* our audiences rather than at them. We think of our audiences as intelligent people who are curious about the world, and we treat them that way. We inform and delight our audiences with content that advances our fundamental educational purpose.

We are also a non-profit, tax-exempt organization committed to pursuing an educational purpose. The content we produce or distribute and the events we conduct are intended to advance NPR's educational mission.

NPR is also a membership corporation that exists to advance the collective interests of the educational institutions and organizations that are the foundation of the public radio system.

Whether producing and distributing NPR's signature broadcast content, operating the Public Radio Satellite System, or producing and acquiring digital content and services, NPR exercises leadership on behalf of its Membership and the public radio system as a whole.

These unique features extend to the sponsors who support NPR. NPR sponsor messages are distinctly different from the cluttered and chaotic world of commercial advertising. And our research shows sponsorship on NPR works *because* of those distinctions, not in spite of them.

Here are some key points about NPR sponsorship that differentiate our practices from traditional commercial advertising:

- The best sponsorships are smart, compelling statements that respect our audience and inform them
- We proactively maintain our journalistic firewall and hold ourselves to the highest ethical standards
- Our messages do not shout at consumers or mislead them into action
- They are not loaded with claims that can't be proved
- They avoid distracting mentions of product or service pricing
- Our supporters will not find their messages adjacent to pitches for products or services subject to abuse (such as tobacco, marijuana and gambling). They will not find their messages next to, for example, promotions for quasi-medicines.

The platform-specific sponsor acknowledgment guidelines that follow are intended to further these objectives. These guidelines are in addition to, and are not a substitute for, applicable legal requirements. The digital messages we bring to our audience from sponsors are fundamentally intended to inform and engage them. At the same time, sponsor messaging is always kept distinct from the NPR content itself. Given NPR's public radio leadership role, guidelines for sponsor messaging on all platforms encourage best practices for such messaging throughout public radio.

Digital Sponsor Messaging Guidelines

The guidelines immediately below address sponsor messages that appear on NPR's digital platforms, including audio messages and banners on the website, in mobile apps, in podcasts and wherever NPR content travels in the digital realm. It isn't so much a rigid list of do's and don'ts as an explanation of our approach. They are designed to help sponsors craft messages that connect with people in "the NPR way."

1. *We maintain an open access policy but we reserve the right to reject individual sponsors.* NPR maintains an open access policy based on its independence and lack of bias. That does not mean NPR must accept support from any prospective sponsor. NPR reserves the right to reject support from any particular entity and will do so if accepting the support may call NPR's independence and objectivity into question.
2. *We avoid messages with misleading language and products or services with questionable claims.* NPR reserves the right to reject any banner or audio promotional message at its discretion, including on the grounds that it is false, misleading,

inaccurate, or unsubstantiated; that it makes unfair competitive claims; or that it fails to comply with standards of decency and dignity.

- NPR reserves the right to decline promotional messages regarding cigarettes (including electronic cigarettes or nicotine vapor devices), tobacco, marijuana, gambling and other products subject to abuse. Promotional messages for distilled spirits or other adult beverages are acceptable provided they are tasteful in nature and do not encourage abuse.
- NPR does not accept promotional messages that express views on an issue of public importance or controversy.
- NPR does not accept promotional messages that support or oppose any candidate for political office or a public referendum.
- NPR does not accept promotional messages for prescription drug products, FDA regulated medical devices, or devices or supplements that make claims that only a regulated drug or medical device could make.

3. *We do not blur the line between promotional and editorial content.* Each banner or audio podcast promotional message should be readily identifiable as the promotional message of a sponsor and transparently distinguished from the adjacent editorial content. To maintain the separation between editorial content and promotional messaging content:

- Audio promotional messages should open with language that makes clear that the message comes from the sponsor. Promotional messages in banners or other formats will be readily identified as coming from the sponsor.
- Audio promotional messages may not be read by NPR journalists. Hosts or other contributors to podcasts who are not NPR journalists may read podcast promotional messages, but those hosts/contributors may reject language that they are uncomfortable reading.
- The context should make clear that the substance of the promotional message comes from the sponsor, not from NPR.

NB: Separation between promotional and editorial content should be accomplished through a combination of aural cues and the introduction to the sponsor message:

1. Aural Cues:

- A. Prior to the sponsor message, an announcement of a temporary break by the program host, which will ordinarily include some combination of forward promoting editorial content to follow the break, identifying the program name and NPR as its source, and a beat of silence or a sonic ID.
- B. Following the sponsor message, a beat of silence or a sonic ID, followed by some combination of an announcement by the program host identifying the program by name, NPR as the source, and the topic of the program episode.

2. Sponsor Message Introduction:

Examples of sponsor attribution:

"Support for this podcast and the following message come from [sponsor]"

"This message comes from NPR's sponsor: [sponsor]"

"NPR is supported by [sponsor], who would like to share the idea that . . ."

"[Program] is made possible by [sponsor], who wants you to know that . . ."

"

"This episode's sponsor is [sponsor], which offers the following message . . ."

"

"Support for NPR comes from [sponsor], presenting this message . . ."

4. *We avoid excessive promotion because our audience appreciates the lack of clutter.*

Promotional messages are designed to give sponsors more time or flexibility to describe the features of their products or services than they have in traditional broadcast underwriting. They are intended to be part of a sponsorship environment that is different from a traditional commercial advertising environment. Accordingly:

- NPR does not endorse sponsors or the products or services they offer. Personal endorsements or testimonials from show hosts, other NPR journalists, or other voices associated with NPR are not permitted, nor is such language permitted in banners. Promotional messages should not state or imply that NPR or an NPR employee has used and likes the sponsor's products or services. The message should not include statements in the first-person voice or lines that reasonably could be confused by the audience as a statement reflecting the host's (or other NPR announcer's) opinions, beliefs, findings, or experiences regarding the sponsor or its products.
- Language that describes a quality or feature of a product or service in qualitative terms is permitted, provided it is not overly promotional, is true and accurate, and is not likely to undermine NPR's credibility as a news organization. If the description of a product or service in an audio promotional message could leave the impression that NPR or an NPR representative has first-hand experience with that product or service, the language should be re-phrased to avoid the perception of first-hand use. For example, a description of a product as "simple and easy to use" could be re-phrased as "the product is designed to be simple and easy to use."
- Language that denigrates a sponsor's competitor (or any person or entity) or that expressly compares the sponsor (or its products or services) to a competitor (or its products or services) will not be accepted, but descriptive language that is implicitly comparative may be accepted. For instance, describing the sponsor as a "discount broker" is an implicit comparison to a "full service broker," but such a description would be permitted so long as the comparison is not to a named competitor of the sponsor.
- Promotional messages that make "best" or "better" claims or otherwise convey a claim of general superiority compared to competitors are generally not allowed.

- While specific product or service pricing is not permitted, the availability of a discount or special offer (for example, a special offer for NPR listeners) may be conveyed and described, and a product offering that includes free delivery and/or returns may reference that fact. Referencing free trials or products that are free is permissible. In all cases, all material terms must be disclosed in combination with a "free" offer.
 - A promotional message may direct the listener to the sponsor's website or another source for more information, to redeem a discount or offer, or to purchase an item. The promotional message should not convey urgency or pressure to take immediate action.
 - Clinical test claims (for example, "clinically proven") and similar claims (such as "scientifically proven" or "proven") are not permitted.
 - Health or wellness claims are generally not permitted (for example, "one cup replaces a full meal" or "increases focus and concentration").
5. *We only allow promotional messages that are truthful and not misleading.* The sponsor is responsible for (1) substantiating the substance of all factual claims made in the promotional message; (2) compliance with all applicable laws, regulations, and guidelines; and (3) securing any third-party rights in the content of the message. Language that is reasonably susceptible of being interpreted as false and defamatory, profane or indecent, sacrilegious, a form of hate speech directed at an individual or a group, or otherwise scandal provoking will not be accepted.
 6. *We will avoid promotional messages that sound or look like intrusive forms of commercial advertising.* All digital audio promotional messages will be voiced by NPR talent. In podcasts, some promotional messages formats allow for inclusion of informative audio from a sponsor, but this should not be overtly commercial content or content people associate with commercial advertising, and NPR reserves the right to refuse any content. The promotional messaging cannot sound like journalism for hire.
 7. *We may give users the choice to engage with additional content from our sponsors, but we are unambiguously clear that the engagement is optional and the content is not from NPR.* Some banners or digital audio promotional formats may allow the user to click or tap to hear or view more information about a sponsor or its products and services within the creative. In these cases, the post-click/tap content comes from the sponsor, and the sponsor is solely responsible for such content. In these cases, it will be made clear to the user in visual and audio cues that they are experiencing or about to experience content from the sponsor. NPR reserves the right to reject any provided post click/tap content that is deemed inappropriate for NPR, or which may confuse users about the origin of the content.

Within these guidelines, a number of individual questions of judgment or interpretation may arise, which will be addressed on a case-by-case basis. These guidelines are also expected to evolve over time, as NPR, our sponsors, and our audiences gain experience with promotional messaging.

Schedule D
Service Mark Guidelines

1. With respect to Program Marks, Member is authorized to use, in unaltered form: (a) the word mark identifying the applicable Programming; and (b) any logo(s), podcast tile(s) and other design marks that NPR expressly makes available to Member for use in connection with the Programming.
2. Member is authorized to use the Marks solely in connection with the promotion and advertising of the Programming by way of Station stationary, business cards, program guides, print, digital and broadcast advertising, and other means approved in writing in advance, but specifically not by way of traditional premiums and promotional items (such as tote bags, wearables, coffee mugs, pens, pencils, etc.) that serve a common function independent of any intellectual property that may be imprinted thereon.
3. Member acknowledges that the quality of promotional materials bearing the Marks has an important effect on the goodwill and business reputation of NPR and will use its best efforts to ensure that the production of materials bearing the Marks shall be of high quality, free from defects, and in full compliance with all laws.
4. Member further agrees and warrants that: (i) it will employ an encircled R: ® with all registered Program Marks owned by NPR and the symbol SM with any unregistered Program Marks owned by NPR, unless otherwise authorized or instructed by NPR; (ii) in the case of Program Marks owned by a third party, it will use such Program Marks according to the instructions provided by NPR; (iii) it will comply in all respects with NPR's Brand Guidelines, available as of the effective date of this Agreement at <https://www.npr.org/about-npr/691508833/downloadable-materials>; (iv) it will not at any time represent that it has ownership of the Marks; (v) it will not, during the term of this Agreement or thereafter, attack, or permit or cause others to attack, the title or any rights of a Mark's owner in and to such Mark; (vi) it will not at any time adopt or use any marks confusingly similar to a Mark that Member does not own; (vii) unless required by law, it will not use any other trademark or service mark on or in any materials bearing the Marks without NPR's prior written approval, except that Member may use its name and/or logo on or in any such materials in such a manner as not to cause confusion about the ownership of the Marks or source of the Programming; and (viii) Member shall provide NPR with copies of any promotional materials bearing the Marks upon NPR's reasonable request.
5. If NPR notifies Member that it must not use, or must discontinue any use of, any of the Marks, or that it must revise the manner in which it is using any of the Marks, then Member shall do so immediately. The cost of such discontinuance, including the cost of any materials using such Marks, shall be borne by Member unless the Member's specific use of the Mark was permissible under the Service Mark Guidelines then in place, or was previously approved by NPR in writing.