

## CONTENT CONTRIBUTION AGREEMENT

This Content Contribution Agreement ("**Agreement**"), dated effective as of the undersigned date, is made by and between \_\_\_\_\_ ("**Company**") and \_\_\_\_\_, an individual, ("**Contributor**").

### RECITALS

WHEREAS, Company is in engaged in the creation and publication of content relating to Company's business through various outlets including the Internet;

WHEREAS, Company desires to receive content for dissemination and use from Contributor;

WHEREAS, Contributor seeks to submit content ("**Contribution**") for review and possible publication in accordance with Company's practice of content creation and publication;

WHEREAS, in mutual consideration of the provisions contained herein, Company and Contributor wish to enter into a contract setting forth the terms and conditions of this Agreement.

### AGREEMENT

#### I. Contributor Representations.

I.1 Age. Contributor is at least eighteen (18) years of age or older;

I.2 GPA. Contributor has at least a cumulative grade point average ("**GPA**") of 2.5 or higher;

I.3 Original Work. Contributor has drafted Contribution in accordance with generally accepted standards of production for citing content from others and represents that the compilation contained in Contribution is original work that does not violate the copyright, patent, trademark or other intellectual property of any third party.

I.4 Personal Attention. Contributor represents that Contributor has personally drafted, crafted or produced the Contribution and that the Contribution is a truthful representation of Contributors beliefs, opinions, experiences or other ideas.

I.5 Personally Identifiable Information. Contributor represents that all personally identifiable information ("**PII**") of Contributor or of any third party has been removed from the content of the Contribution and that such information, if necessary to the completion of the Contribution, has been anonymized to de-identify any such PII.

#### 2. Submissions to Company.

2.1 Assignment of Contribution. All comments, concepts, feedback, graphics, ideas, illustrations, remarks and suggestions will forever be the property of Company and Contributor waives all rights in connection to the Contribution. Contributor assigns to Company all of Contributor's rights, title and interest in the Contribution to Company whether now known or hereafter existing. Company and its assigns, employees, representative and any other person, entity, corporation, subsidiary or affiliate acting under Company authority shall have a perpetual, irrevocable right to publish, reproduce, distribute or otherwise use the contribution, including but not limited to, still or moving photographic images, sound recordings, statements, testimonials, ideas and/or feedback contained in the Contribution.

2.1 Company's Discretion. Company may, in its sole discretion decide to register the copyright of the Contribution. Should Company elect to register a copyright on the Contribution it will do so at its own expense.

2.3 Remuneration. Contributor is not entitled to nor shall Contributor receive financial remuneration from Company for the Contribution should Company elect to use, edit, modify, publish, distribute or otherwise make available the Contribution, including but not limited to registering Copyright or taking other actions to protect Company's interest in the Contribution. Without limitation, Company will be entitled to use for any commercial or other purpose whatsoever without compensation to Contributor.

2.4 Contribution Confidentiality. Company will not be required to treat any Contribution as confidential, and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Company operations.

3. Scholarships.

3.1 Schedule and Selection. Company may, in its discretion, set the timing, amount and criterion for awarding scholarships or other recognition for Contributions received. As there are numerous applications received each scholarship cycle, Company assess each contribution based upon various factors for completeness, excellence and merit. Where Contributions received do not meet Company's internal criterion for award, Company may elect to not award any Scholarship funds.

4. General Agreements.

4.1 Indemnification. Contribution, including PII if included, is voluntary. Contributor is responsible for the content of the Contribution and agrees to defend (at Company's option and at Contributors sole expense), indemnify and hold Company harmless from any damages, losses, costs, or expenses, including attorneys' fees, which Company may incur as a result of Contribution.

4.2 Choice of law. Utah state law shall govern the validity or other interpretation of this agreement.

4.3 Waiver. Should one party waive any provision of this agreement, it shall not be construed as a continuing waiver or waiver of the entire agreement.

4.4 Assignment. Contributor may not assign any of his rights under this agreement or delegate any performance to any other party with the prior written consent of Company.

4.5 Modification or amendment in writing. Any and all modifications or agreements to modify this engagement shall be conducted in writing.

4.6 Entire Understanding. This document constitutes the entirety of this agreement. Any and all discussions prior to this document, entered into agreements are terminated and cancelled in their entirety have no force or effect in law.

4.7 Unenforceable provisions and severability: Any of the provisions in this agreement that are found to be unenforceable or invalid, the remainder of the agreement shall remain in full force.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the following date.

<b>COMPANY</b>	<b>CONTRIBUTOR</b>
SIGNED:	SIGNED:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: