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JUN 30 2000  
FCC MAIL ROOM

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President

Philip Mattera  
External Organizing VP

Amy Rothman  
Internal Organizing VP

Bruce Hartford  
Secretary-Treasurer

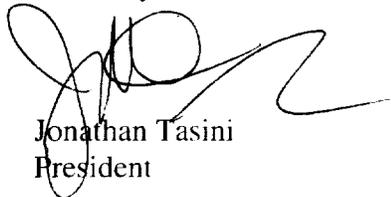
June 29, 2000

Magalie Roman-Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> St., S.W.  
Washington, D.C. 20554

Dear Magalie Roman-Salas:

Enclosed is a letter we have sent to the Federal Trade Commission regarding the proposed merger between Time Warner and AOL (FCC Docket # CS-00-30). We would appreciate it if this letter would be made part of the record in your agency's review of the matter.

Sincerely,

  
Jonathan Tasini  
President

No. of Copies rec'd 0  
List A B C D E

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**national  
WRITERS  
union**

UAW LOCAL 1981/AFL-CIO

East Coast Office  
113 University Place, 6th Floor  
New York, NY 10003-4527  
Tel 212.254.0279  
Fax 212.254.0673  
nwu@nwu.org  
www.nwu.org/nwu

West Coast Office  
337 - 17th Street, Suite 101  
Oakland, CA 94612-3351  
Tel 510.839.0110  
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Milton Viorst  
Dan Wakefield

June 28, 2000

RECEIVED  
JUN 30 2000  
FCC MAIL ROOM

Honorable Robert Pitofsky  
Chairman  
Federal Trade Commission  
6th & Pennsylvania Avenue, N.W.  
Washington, D.C. 20580

Dear Chairman Pitofsky:

The National Writers Union (UAW Local 1981) writes to express our opposition to the proposed merger between Time Warner, Inc. and America Online. If this merger is permitted in its present form, AOL-Time Warner, Inc. would have undue power in the market for the purchase of freelance writing, especially freelance writing about serious political, economic, and business matters of national concern. The merger would have the effect of harming innovation and competition among writers, harming competition among those firms who compete for the services of writers, and would create a bottleneck on content that would severely hurt consumer choice.

We ask that the Federal Trade Commission oppose this merger or, at the very least, impose conditions that would safeguard diversity of content and a dynamic marketplace of ideas. Specifically, we ask that the FTC require that, as a condition for the merger to proceed, the merged company agree not to impose "all-rights" or "work-for-hire" contracts on its freelance contributors because such contracts do not normally reflect or permit free market negotiations.

The AOL-Time Warner merger would introduce a dangerous development in the drive by vertically integrated firms to control all copyrighted content. The proposed vertical integration will foster their incentive and ability to leverage dominance over Internet access to increase market power over Internet content. Specifically, Time Warner is seeking to monopsonize content by systematically imposing contracts of adhesion on the original creators. The result of such actions will damage consumers' interests in having a wide variety of sources of information, restrict innovation by driving writers and other creators from the business of content creation, and threaten the diversity of the marketplace of ideas.

**national  
WRITERS  
UNION**  
UAW LOCAL 1981/AFL-CIO

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113 University Place, 6th Floor  
New York, NY 10003-4527  
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www.nwu.org/nwu



In addition, this merger could create a monopolized bottleneck concerning access to the content-based portions of the Internet. AOL could bias its system in favor of Time Warner publications. This will harm writers who choose not to sign Time Warner's draconian contracts, and would deprive approximately 20 million captive AOL consumers of significant writing diversity.

We believe that, if it is permitted, this merger will spark a number of additional, similar mergers. The time to stop this dangerous merger trend is at its beginning.

Time Warner, Inc. has substantial market power in the traditional media market with respect to the purchase and production of this content, especially at the national level. The company currently produces thirty-six magazines, which together have a circulation of more than 31,000,000. Since the filing of the landmark electronic rights lawsuit, *Tasini, et al. v. The New York Times, et al.* in December 1993 (the case, alleging that media companies were systematically stealing authors' work, was decided in the 2nd Circuit Court of Appeals in favor of the freelance writers<sup>1</sup>), Time Warner has been using its market power to impose adhesion contracts (contracts where negotiation is not permitted) on freelance writers to avoid having to compensate writers for additional uses of their works in electronic formats. This abuse of market power will intensify if Time Warner (whose subsidiary, Time Inc., is a defendant in the *Tasini* case) is permitted to merge with America Online, which is the largest internet service provider with almost twenty million subscribers and an increasingly large purchaser of the services and products of writers.

During the past six years there has been a growing movement by media companies to demand from writers an ever-expanding menu of rights for no additional compensation. With the advent of the digital era, virtually all contracts now demand a broad license to use a first-time print publication work in a wide array of electronic formats. The most onerous of the new contracts have been all-rights and work-for-hire contracts.

There is a subtle legal distinction between those two versions; an "all-rights" contract implicitly argues that the writer owned the copyright when the work was created and is now licensing its entire use away. On the other hand, a "work-for-hire" contract indicates that the employer, from a legal standpoint, is considered the original creator of the work.

However, from an economic standpoint, the difference is effectively irrelevant. Individual creators cannot profit from the work. After being paid once for initial use, they no longer have any control over their work because it is then completely owned and controlled by the media company.

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<sup>1</sup> Nos. 97-9181, 97-9650, 2<sup>nd</sup> Cir. Sep. 24, 1999

The history of these practices is instructive. The New York Times, for example, issued a work-for-hire agreement in the summer of 1995, which decreed that all articles purchased in the future could only be “works made for hire and that The New York Times shall own all rights, including copyright, in your articles.” As a work made for hire, an article may be reused by The New York Times with no extra payment made to the original creator. Though there had been a smattering of all-rights and work-for-hire contracts in the past, the trend picked up steam in 1995, partly as a result of the *Tasini* case.

Indeed, the response of many publishers, including Time Warner, to the 1999 Appeals Court decision, was that since writers, or any creators, may attempt to control their work, license it, and ask for additional payments for new uses, particularly in the digital area, the publishers would forestall this possibility by seizing all rights to any use of the work from the beginning. These contracts are imposed on a “take-it-or-leave-it” basis. Examples of Time Warner adhesion contracts are enclosed with this letter.

These adhesion contracts, which are likely to be even more commonly imposed on freelance writers after the AOL-Time Warner merger, and to increasingly apply to AOL-purchased material as well, will restrict innovation by driving creators from the business of content creation. The merger will also damage consumers’ interests by limiting the options of consumers to only gain access to content produced by writers willing to comply with all-rights and work-for-hire contracts.

Writers cannot reasonably avoid injury in these situations because of a market failure due to imperfect information, high search and negotiation costs, and the possession of superior information by publishers concerning the likely future uses of this material, possible current and future markets for its sale and its value in those markets, and its likely future value in an ever-changing digital environment. For these reasons writers will not gain higher prices for the sales of their future rights that truly reflect the value of the products that they are selling.

Instead, the publishers will take advantage of writers’ relative inability to calculate the future fair market value of their writing, and will sign writers to sub-competitive contracts. Purchasers might also be able to take advantage of writers’ relative inability to shop for better terms—the writers’ search, negotiation, and legal drafting costs are simply too high compared to the incremental rewards that the writers could expect, especially since most publishers will offer the same package of rights to prospective authors. For all these reasons free market forces cannot adequately protect writers from exploitation.

If the printed and electronic rights were negotiated for separately, writers would be better able to receive the fair market value of their stories. The approach we are advocating is analogous to some of the reasoning behind the disclosure provisions in the FTC’s Funeral Rule, which required that directors of funeral homes itemize prices. The underlying theory in that rule was that free market negotiation occurs when people understand better and more specifically what they are negotiating.

Moreover, the proposed merger will unfairly deny writers significant options. If, as we believe, the result of this merger would be less innovation and competition between writers and between purchasers of writers' services, authors will be less able to secure competitive terms for their work.

The result of restricted competition and innovation from the AOL-Time Warner merger would also be an infringement upon the First Amendment and its goal of a diversity of ideas. We fear this merger will infringe upon the freedom of expression and, by extension, limit consumers' access to a broad set of ideas and products. The consolidation of enormous power that the proposed merger embodies unfairly threatens authors and the right of the public to access a broad and diverse array of information, especially serious political, economic and/or business information with a national dimension from freelance sources. It will allow a handful of companies, who may work together or in a parallel fashion, to decide what is published.

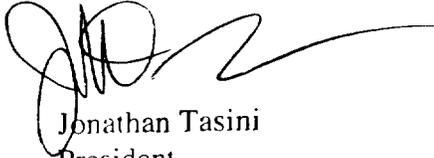
Additionally, all-rights contracts violate the spirit, if not the letter, of the U.S. Constitution. Article I, Section 8 of the Constitution empowers Congress to "promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors exclusive Rights to their respective Writings and Discoveries." The point of copyright is to provide an equitable framework in which many different interests can exist. This includes both the needs of an author to receive a competitive level of compensation for work, as well as the needs of the public to have access to and use information. In Federalist Paper No. 43, James Madison stated that "the public good fully coincides with the claims of the individual" who is a copyright holder. The notion that copyright was part of the public good sprung from the hope that, by allowing individuals to hold copyrights, the government would find it harder to control information and individual expression.

It is our view that defending such principles falls squarely into the enforcement authority of the Federal Trade Commission for two reasons. First, the antitrust mission of the Commission includes a concern with more than price. A core value of antitrust is a concern with consumer choice as an end in itself. Consumers desire much more than low prices—they also desire innovation, product variety and new options. If, as we believe, this merger will lead to significantly diminished consumer choice, then this merger is an antitrust violation even if product prices will not increase.

Second, we believe that this merger will make consumer protection violations more likely. Section 5(a) of the Federal Trade Commission Act provides that "unfair or deceptive acts or practices in or affecting commerce are declared unlawful." We believe that the use, and also the increase in the use, of the above-described adhesion contracts by AOL/Time Warner, would be an "unfair or deceptive act or practice" that would unfairly and detrimentally affect writers' sales and consumer choice.

For these reasons, we believe that the Commission should block the proposed merger. As an alternative, if the Commission allows the merger to proceed, it should require as a condition of merger that the parties agree to ban the use of all-rights and work-for-hire contracts in these circumstances, for the market-failure induced reasons given above.

Respectfully submitted,



Jonathan Tasini  
President  
National Writers Union  
UAW Local 1981

Enclosures

cc: Commissioner Sheila Anthony  
Commissioner Thomas Leary  
Commissioner Orson Swindle  
Commissioner Mozelle Thompson  
Richard Parker, Director, Bureau of Competition  
Phillip Broyles, Assistant Director, Bureau of Competition

# FORTUNE

Time Inc.  
Time & Life Building  
Rockefeller Center  
New York, NY 10020-1393

212-522-1212

Dear \_\_\_\_\_

This letter will confirm your agreement with FORTUNE Magazine, a division of Time Inc. ("FORTUNE") whereby you will write an article for possible publication in FORTUNE Magazine (the "Magazine").

It is understood and agreed as follows:

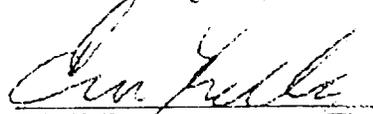
1. FORTUNE hereby commissions you to write an article (the "Article") of approximately \_\_\_\_\_ in length on the subject of \_\_\_\_\_ suitable for publication in the Magazine. You will submit the first draft of the Article to FORTUNE no later than December 29, 1999. Upon FORTUNE's request and within a reasonable time thereafter, you will submit a revised draft of the Article incorporating any revisions, changes or alterations requested. Upon FORTUNE's request, you will also submit all research materials, including notes and tapes, used in preparation of the Article. The Article shall be subject to FORTUNE's acceptance, in its sole discretion.
2. FORTUNE shall have the right, and you shall cooperate with FORTUNE fully, to revise, alter, adapt, condense, edit, check for accuracy and otherwise prepare the Article for publication in accordance with FORTUNE's customary editorial standards and procedures. Following acceptance and after the Article is scheduled for publication, you shall, upon FORTUNE's request, review the Article and make any changes necessary to ensure that it is accurate and up-to-date.
3. In full consideration for your services hereunder, FORTUNE will pay you fourteen hundred dollars (\$1,400.00), payable upon publication or six weeks after FORTUNE's acceptance of the final draft of the Article, whichever is sooner. If FORTUNE does not accept the Article, it shall pay you a "kill fee" equal to four hundred and seventy-five dollars (\$475.00), and FORTUNE shall return the Article and assign all of FORTUNE's rights in it to you. Nothing herein shall obligate FORTUNE to publish the Article, notwithstanding its acceptance.
4. FORTUNE will reimburse you for reasonable expenses approved in advance by FORTUNE, provided you submit documentation of the expenses in a form acceptable to FORTUNE.
5. FORTUNE will have the right to utilize your name, biography and likeness in connection with the Article and in advertising and promotion of the Magazine.
- \* [ 6. You hereby acknowledge that the Article shall be FORTUNE's sole and exclusive property as a work made for hire within the meaning of the United States copyright laws and that you convey and assign to FORTUNE all rights, including copyright, in and to the Article, and that FORTUNE may deal with it as FORTUNE sees fit in its sole discretion.
7. You represent and warrant that the Article will be wholly original material not published elsewhere (except for material in the public domain or used with permission of its owner), will not infringe any copyright, and will not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind, of any third party.

- 8 You shall indemnify and hold FORTUNE harmless from and against any and all claims, damages, liabilities and expenses, including reasonable counsel fees, arising out of a breach, or allegation which if true would constitute a breach, of any warranty or representation made by you hereunder.
- 9 You agree that you are an independent contractor and that you are not entitled to and shall not claim any of the rights, privileges and benefits of an employee of Time or any of its subsidiaries (collectively, the "Company"). You understand that you will not receive any of the rights, privileges and benefits that the Company extends to its employees, including, but not limited to, pension, welfare benefits, vacation, termination or severance pay or other perquisites by virtue of this Agreement or by virtue of your provision of services to the Company. You hereby release any and all right, claim, or interest to any privileges or to any benefit, welfare plan or other employee plans or perquisites, including but not limited to pension, welfare benefits, vacation or termination pay, provided by, or on behalf of, the Company to its employees. (The foregoing shall not affect any benefits that may have become vested while you were classified by the Company on its regular employee payroll as an employee during any period of former employment by the Company.) You will be solely responsible for payment and withholding of all income, employment and other taxes.
10. If this agreement is executed by any agent on your behalf, your agent warrants that he or she has full authority from you to grant the rights and to make the representations set forth herein.
11. You warrant that you have informed FORTUNE of any financial or other interests you have in companies or ventures discussed in the Article.
- 12 You agree not to publish or cooperate in the publishing of any article on the same or similar subject as the Article for or in any periodical that FORTUNE reasonably deems to be a competitor without FORTUNE's consent, for a period beginning on the date of this agreement and ending sixty (60) days after the publication date of the Article or upon the payment to you of a "kill fee," whichever is sooner.
- 13 You assume the risk for personal injury or property damage which you incur while researching and writing the Article, and you release FORTUNE and its employees from any claim that may arise therefrom.
- 14 This agreement represents the entire understanding of the parties and may not be modified in any way without the written consent of both parties. This agreement shall be governed by and interpreted under the laws of the State of New York, without regard to its conflict of laws rules.

If the foregoing accurately sets forth our agreement, please sign the attached copy of this letter and return it to the undersigned.

Very truly yours,

FORTUNE Magazine, a division of Time Inc.

  
Erin Kelly  
Editor

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Date

# money

Time Inc.

Money  
Time & Life Building  
Rockefeller Center  
New York, NY 10020-1393

212-522-1212

June 24, 1999

This will confirm the independent contractor agreement (the "Agreement") between you and MONEY Magazine, a division of Time Inc. ("MONEY"), for certain articles (the "Articles"), which you will write for MONEY during the term of, and in accordance with, this Agreement.

1. MONEY hereby commissions you to write Articles as assigned to you by the editors. MONEY shall make best efforts to assign you 12 articles of approximately 1,000 words each, in return for which you guarantee your availability to write such Articles. The Articles shall cover such topics as shall be agreed upon by you and the editors.

2. MONEY shall pay you a fixed fee of \$2,400 for each assigned Article that you submit. Payment shall be made within 30 days of acceptance. If MONEY rejects the Article, MONEY will pay you a "kill fee" of \$600.

3. You hereby acknowledge that the Article shall be MONEY's sole and exclusive property as a work made for hire within the meaning of the United States copyright laws, and that you convey and assign all rights, including copyright, in and to the Article, to MONEY, which may deal with them as MONEY sees fit in its sole discretion. You will have the nonexclusive right to republish the Article in a book collection of your material, and/or your self-published fanzine, *Beer Frame: The Journal of Inconspicuous Consumption*. Nothing in this Agreement shall obligate MONEY to publish the Article, although it shall be obligated, in any event, to pay you pursuant to Paragraph 2 above.

4. You represent and warrant that the Article shall be wholly original material not published elsewhere (except for material in the public domain or used with permission of its owner), will not infringe any copyright, and will not constitute defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind, of any third party.

5. You agree that you are an independent contractor and that you are not entitled to and shall not claim any of the rights, privileges or benefits of an employee of MONEY or Time Inc. or any of its subsidiaries (collectively, the "Company"). You understand that you will not receive any of the rights, privileges and benefits that the Company extends to its employees, including, but not limited to, pension, welfare benefits, vacation, termination or severance pay or other perquisites by virtue of this Agreement or by virtue of your provision of services to the Company. You hereby release any and all right, claim, or interest to any privileges or to any benefit, welfare plan or other employee plans or perquisites, including, but not limited to, pension, welfare benefits, vacation or termination pay, provided by, or on behalf of, the Company to its employees. (The foregoing shall not affect any benefits that may have become vested while you were classified by the Company on its regular employee payroll as an employee during any period of former employment by the

Company.) You will be solely responsible for payment and withholding of all income, employment and other taxes.

6. This Agreement shall commence on July 1, 1999, and shall continue until June 30, 2000.

7. You are free to contract to provide services to other persons and businesses. The only restriction on these rights is that for a period beginning on the date on which MONEY gives you an assignment and ending sixty days following the publication of any Article in MONEY, you shall not write or publish any articles on the same or a similar subject. In addition, you will not write or participate in the publishing of any articles for the following direct competitors of MONEY: *SmartMoney, Kiplinger's Bloomberg Personal, Worth, Forbes and The Wall Street Journal.*

8. MONEY shall have the right to utilize your name and pre-approved biography and likeness in connection with the Article and in advertising and promoting MONEY.

9. You shall be solely responsible for your business expenses, except that MONEY may reimburse you for travel, lodging, meals, and any other expenses necessarily incurred directly in the course of carrying out the services provided for in this Agreement, upon your submission of a written accounting of such expenses in a form acceptable to MONEY, and upon MONEY's determination that those expenses are reasonable.

10. This Agreement represents the entire understanding of the parties and may not be modified in any way without the consent of both parties.

If the foregoing accurately represents our entire agreement, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

  
Denise Martin  
Executive Editor  
MONEY Magazine, a division of Time Inc.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Date



Time Inc  
 Sports Illustrated For Kids  
 Time & Life Building  
 Rockefeller Center  
 New York, NY 10020-1393  
 212-522-1212  
 212-522-0120 fax

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Re: SPORTS ILLUSTRATED FOR KIDS - Single Article Freelance Writer Agreement

TO: \_\_\_\_\_

This will confirm the independent contractor agreement (the "Agreement") between you and SPORTS ILLUSTRATED FOR KIDS magazine, a division of Time Inc. ("SIFK"), for an article that you will write for SIFK in accordance with this Agreement.

1. SIFK hereby commissions you to write an article (the "Article") of approximately \_\_\_\_\_ words in length and on the topic of \_\_\_\_\_ for expected publication in the \_\_\_\_\_ issue.

2. You will submit the Article to SPORTS ILLUSTRATED FOR KIDS no later than \_\_\_\_\_. The Article may be revised, edited, checked for accuracy and otherwise prepared for publication.

3. SIFK will pay you a fee of \$\_\_\_\_\_ for the Article. Payment shall be made within 30 days of publication. If SIFK rejects the Article, which it shall have the right to do in its sole discretion, SIFK will pay you a "kill fee" \_\_\_\_\_.

4. You hereby acknowledge that the Article shall be SIFK's sole and exclusive property as a work made for hire within the meaning of the United States copyright laws, and that you convey and assign all rights, including copyright, in and to the Article to SIFK, which may deal with it as SIFK sees fit in its sole discretion. Nothing in this Agreement shall obligate SIFK to publish the Article, although it shall be obligated, in any event, to pay you pursuant to Paragraph 2 above.

5. You represent and warrant that the Article shall be wholly original material not published elsewhere (except for material in the public domain or used with permission of its owner), will not infringe any copyright, and will not constitute defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind, of any third party.

6. Independent Contractor Status. You agree that you are an independent contractor and that you are not entitled to and shall not claim any of the rights, privileges or benefits of an employee of Time or any of its subsidiaries (collectively, the "Company"). You understand that you will not receive any of the rights, privileges and benefits that the Company extends to its employees, including, but not limited to, pension, welfare benefits, vacation, termination or severance pay or other perquisites by virtue of this Agreement or by virtue of your provision of services to the Company. You hereby release any and all right, claim, or interest to any privileges or to any benefit, welfare plan or other employee plans or perquisites, including but not limited to pension, welfare benefits, vacation or termination pay, provided by, or on behalf of, the Company to its employees. (The foregoing shall not affect any benefits that may have become vested while you were classified by the Company on its regular employee payroll as an employee during any period of former employment by the Company.) You will be solely responsible for payment and withholding of all income, employment and other taxes

7. You are free to advertise, to solicit business, and to contract to provide services to other persons and businesses. The only restriction on these rights is that for the period beginning on the date on which SIFK gives you the assignment for the Article and ending sixty days after the publication of the Article in SIFK, you shall not, without SIFK's prior consent, write or publish, or cooperate in the writing or publishing of, any article on the same or a similar subject as the Article.

8. SIFK shall have the right to utilize your name, biography, and likeness in connection with the Articles and in advertising and promoting SIFK.

9. You shall be solely responsible for your business expenses, except that SIFK may reimburse you for travel, lodging, meals, and any other pre-approved expenses necessarily incurred directly in the course of carrying out the services provided for in this Agreement, upon your submission of a written accounting of such expenses in a form acceptable to SIFK, and upon SIFK's determination that those expenses are reasonable

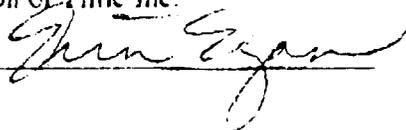
10. This Agreement represents the entire understanding of the parties and supersedes any prior agreements between the parties and may not be modified in any way without the consent of both parties.

If the foregoing accurately represents our entire agreement, please sign the enclosed copy of this letter and return it to me.

Very truly yours,

SPORTS ILLUSTRATED FOR KIDS,  
a division of Time Inc.

EDITOR'S NAME: \_\_\_\_\_



ACCEPTED AND AGREED:

\_\_\_\_\_  
Writer's Signature Required

Social Security #: \_\_\_\_\_

November 1999



Time Inc.

Sports Illustrated For Women  
Time & Life Building  
Rockefeller Center  
New York, NY 10020-1399

212.522.1212

Re: Execlance Writer Agreement

Dear

This will confirm the independent contractor agreement (the "Agreement") between you and SPORTS ILLUSTRATED for WOMEN Magazine, a division of Time Inc. ("SI"), for certain article (the "Article"), which you will write for SI during the term of, and in accordance with, this Agreement.

1. SI hereby commissions you to write the Article as assigned to you by the editor(s). The Article shall be of such length and on such topics, as shall be agreed upon by you and SI.
2. SI shall pay you a fixed fee of \$700 for the Article that you submit. Payment shall be made as follows: Forty Percent (40%) upon delivery of the Article and the remaining Sixty Percent (60%) upon acceptance of the Article by SI. In the event SI does not accept the Article, you shall be entitled to retain the payment received by you upon delivery of the Article and no further payment shall be due to you by SI.
3. You hereby acknowledge that the Article shall be SI's sole and exclusive property as a work made for hire within the meaning of the United States copyright laws, and that you convey and assign all rights, including copyright, in and to the Article, to SI, which may deal with them as SI sees fit in its sole discretion. Nothing in this Agreement shall obligate SI to publish any Article, although it shall be obligated, in any event, to pay you pursuant to paragraph 2 above.
4. You represent and warrant that the Article shall be wholly original material not published elsewhere (except for material in the public domain or used with permission of its owner), will not infringe any copyright, and will not constitute defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind, of any third party.
5. You agree that you are an independent contractor and that you are not entitled to and shall not claim any of the rights, privileges or benefits of an employee of SI or Time or any of its subsidiaries (collectively, the "Company"). You understand that you will not receive any of the rights, privileges and benefits that the Company extends to its employees, including, but not limited to, pension, welfare benefits, vacation, termination or severance pay or other perquisites by virtue of this Agreement or by virtue of your provision of services to the Company. You hereby release any and all right, claim, or interest to any privileges or to any benefit, welfare plan or other employee

938292

A Time Warner Company

plans or perquisites, including but not limited to pension, welfare benefits, vacation or termination pay, provided by, or on behalf of, the Company to its employees. (The foregoing shall not affect any benefits that may have become vested while you were classified by the Company on its regular employee payroll as an employee during any period of former employment by the Company.) You will be solely responsible for payment and withholding of all income, employment and other taxes.

6. This Agreement shall commence upon execution, and shall continue until one year from the date of execution.

7. You are free to advertise, to solicit business, and to contract to provide services to other persons and businesses. The only restriction on these rights is that for a period beginning on the date on which SI gives you an assignment and ending sixty days after the publication of any Article in SI, you shall not write or publish, or cooperate in the writing or publishing of, any articles on the same or similar subjects, without SI's consent, for the following direct competitors of SI: ESPN Magazine, The Sporting News, SPORT, Inside Sports and Women's Sports and Fitness, Amy Love's Real Sports, Self, Shape, Jump, Fit, Fitness, Oxygen.com, Phys.com, WSPN.net, sportsforwomen.com.

8. SI shall have the right to utilize your name, biography, and likeness in connection with the Articles and in advertising and promoting SI.

9. You shall be solely responsible for your business expenses, except that SI may reimburse you for travel, lodging, meals, and any other pre-approved expenses necessarily incurred directly in the course of carrying out the services provided for in this Agreement, upon your submission of a written accounting of such expenses in a form acceptable to SI, and upon SI's determination that those expenses are reasonable.

10. This Agreement represents the entire understanding of the parties and may not be modified in any way without the consent of both parties.



# Money

This will confirm our arrangement whereby you shall write for MONEY magazine an original unpublished \_\_\_\_\_ word article about \_\_\_\_\_, which we presently intend to publish in the \_\_\_\_\_ issue of \_\_\_\_\_. You agree not to write or publish or cooperate in the writing or publishing of any article on the same subject in any periodical which MONEY reasonably deems to be a competitor for a period beginning on the date of this agreement and ending 60 days after the planned publication date of your article in MONEY.

For all rights of whatever sort including copyright throughout the world to the manuscript and supporting material, which shall be delivered by \_\_\_\_\_, MONEY will pay you \$\_\_\_\_\_. In the event that your contribution is set in type for publication, MONEY shall pay you the additional sum of \$\_\_\_\_\_. In addition, we will reimburse you for reasonable expenses incurred in preparing the article; receipts for items of \$25 or more should be sent along with your expense account.

In the event that the manuscript is not set in type for publication, it is expressly acknowledged that, nevertheless, MONEY shall be the sole proprietor of all rights to all material created by you under this agreement, and shall have the right to utilize it as source or reference material as it may determine.

It is expressly acknowledged that you shall render your services to MONEY hereunder as an independent contractor.

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Social Sec.# \_\_\_\_\_