

O'Reilly Media, Inc.

MAKE: Technology on your time

Freelance Agreement

Jan 12, 06

Dear Tom,

This letter agreement covers the commission by O'Reilly Media, Inc. ("O'Reilly") of an article from you that it is intended to appear in the O'Reilly print publication *MAKE: Technology on your time* and/or in a special O'Reilly MAKE crafting issue and/or on a related website.

You agree to provide a Writing (specifically, an article on **Etched Metal**, consisting of approximately **750-1000** words, and complying with O'Reilly's editorial guidelines) no later than **Jan 20, 06**. For the purposes of this agreement, "Writing" also refers to all images you submit to O'Reilly in connection with the article. In consideration for the Writing, including rewrites deemed necessary by the editor, O'Reilly will pay you: **\$500**.

If the material has been previously published in another magazine, book or website, you agree to inform O'Reilly and to provide the information required in the space for such information that appears at the end of this letter agreement. As soon as you have completed this letter agreement, please sign it indicating your acceptance of these terms and conditions, and return it to O'Reilly, together with your invoice for the specified fee.

Provided that O'Reilly has received the signed letter agreement and your invoice, O'Reilly will pay you the specified fee upon the editor's approval of the Writing in final form, or in the alternative, if the editor decides against publishing the Writing, you will be a paid a "kill fee" equal to one-third of the specified fee. The kill fee will be paid regardless of the basis for the editor's decision.

You retain copyright in the Writing, and you hereby grant to O'Reilly an irrevocable, fully-transferable, nonexclusive license, in perpetuity and throughout the world, and in any format (including but not limited to print, electronic, CD-ROM, Internet, or dedicated eBook device formats), to publish the Writing, and to make and publish derivative works based on the Writing. In addition, if the Writing has not previously been published, you grant O'Reilly the exclusive right of first publication for 30 days, commencing as of the date of O'Reilly's publication.

You agree not to disclose to any third party confidential or proprietary information about O'Reilly or its products that you may obtain while providing services to O'Reilly.

You warrant the originality of the Writing, that you have the right and authority to make and perform this agreement, and that use by O'Reilly or its licensees of the Writing in accordance with this agreement will not violate the rights of others. You agree that you are an independent contractor and not an agent or employee of O'Reilly. You also agree that you are responsible for the payment of all costs and expenses incident to performing services for O'Reilly, including equipment costs and all federal, state and local taxes or fees and any payments for unemployment, workmen's compensation, disability or other insurance. Either party may terminate this agreement by giving the other party 5 days notice, provided that all rights granted to O'Reilly under this agreement shall survive the termination of this agreement.

This agreement contains the full agreement of the parties, and supersedes any prior agreement or understanding regarding the Writing, and any modification must be made in writing and signed by both parties. This agreement will be governed and interpreted in accordance with California law applied to agreements made and performed in California by California residents.

Please return one copy of this agreement signed by you. We look forward to working with you.

Sincerely,

O'Reilly Media, Inc.

Make: Technology on your time

By

Shawn Connally

Managing Editor

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Email: shawn@oreilly.com

Please check one:

The material in the Writing has not been published.

The material in the Writing has been published previously, as follows: (title, date, publication, publisher, etc.) _____

ACCEPTED AND AGREED TO:

Signature: _____

Name: _____

Address: _____

City/State/Postal Code: _____

Country: _____

Phone: _____

Fax: _____

Email Address: _____

Social Security No.: _____

(or Federal taxpayer ID, or if not in US, other taxpayer I.D.)

Date: _____