

American Federation of Musicians of the United States and Canada (AFM)
and
Minnesota Public Radio (MPR)

Memorandum of Understanding – July 14, 2017

In conclusion of the negotiations for a successor agreement to the Collective Bargaining Agreement Between American Public Media (a d/b/a for Minnesota Public Radio) and American Federation of Musicians of the United States and Canada ("Agreement"), effective February 1, 2012, through January 31, 2015, as extended through January 31, 2016, and subject to (1) ratification by AFM, and (2) AFM's simultaneous waiver and release of Minnesota Public Radio ("MPR"), Prairie Grand, LLC., and each of their respective officers, directors, employees, attorneys, agents, successors, parents, subsidiaries and assigns, of all claims of unauthorized uses in New Media that AFM has or may have, the parties have reached the following understandings:

1. **Release and Settlement Payment.** Within thirty (30) days of full execution of this Memorandum of Understanding, MPR will pay to AFM, for distribution to musicians as AFM deems appropriate which is consistent with AFM member agreement, the sum of twenty-five thousand dollars (\$25,000.00) in full and final settlement of all claims AFM and any AFM member has or may have of the date of execution of this MOU by both parties for alleged unauthorized exploitations in New Media of any programs, or portions of programs, produced under and subject to the Agreement. It is expressly understood and agreed that this settlement is without precedent and does not constitute an admission of wrongdoing by any party. This settlement shall not be cited in any forum except to enforce its terms. The parties agree that the Release attached hereto and made a part hereof, will be executed at the same time as this MOU.
2. **Identification of Employer.** The parties agree that MPR is the properly-named Employer party to the new Agreement.
3. **Term.** The term of the new Agreement shall be three years, effective retroactively from February 1, 2016, and continuing through January 31, 2019.
4. **Wages.** All wage items will increase by 2.5% in each of the three years of the Term. For avoidance of ambiguity, contributions for pension and health and welfare will continue to be made at the same percentage of applicable scale wages.
5. **New Media.** A new paragraph shall be added to Article 11, as follows:

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, "New Media"), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be

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allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer's gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.

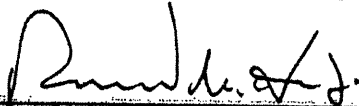
6. Reporting Obligation. MPR shall, on a semi-annual basis commencing upon the date of execution by both parties of this MOU, provide the following information for each program that has been and will be released into new media (the "Information"):

- a) Title of Original Show
- b) Title and Identification of each episode
- c) Recording Date of show and episode
- d) B-10 Report Form Number of each show/episode -- in the absence of a properly completed B-10 form the name of each musician and his/her function and original wages paid.
- e) Name of Guest Artists/Groups/Orchestra
- f) Location of recording
- g) Initial Broadcast Date of show/episode
- h) Name of leader and contractor
- i) Date of first use in New Media
- j) Type of New Media

The Reporting Obligation will include the Information for each program released into new media during each six-month period ending June 30 and December 31, and will be provided to AFM no later than forty-five (45) days after the end of each six-month period.


7. All Other Terms. The parties agree that the terms set forth in this Memorandum of Understanding encompass all conforming changes to the Agreement necessary to give effect to these understandings, and that the parties will jointly draft the successor Agreement. Except as set forth herein, all other terms and conditions of the Agreement shall continue in effect.

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

By: 
Raymond M. Hair, Jr., International President

Date: 10/31/17

MINNESOTA PUBLIC RADIO

By: 
David Kansas, Executive Vice President

Date: 6/21/17