

## Motion on restricted underwriting

Be it resolved that a pilot program be established for a restricted form of underwriting to proceed at all Pacifica stations wishing to opt into the program for a 12 month trial. Stations participating are required to adhere to the national policies and procedures for this program. A review of progress in implementing the program and its effectiveness shall be undertaken by the Pacifica National Board together with Pacifica management after 6 months and after 12 months. This resolution will expire unless renewed after the trial period has ended. At the end of the 12 month review, the Pacifica National Board shall decide to either terminate the pilot program, modify it, or develop a different approach to underwriting.

Pacifica stations are an integral part of the communities they serve and will strengthen those bonds by partnering with other community based businesses and organizations. Our partners in underwriting, will be non-profit organizations whose Missions are aligned with ours, local businesses, public interest and cultural institutions.

For those stations opting into the program, all programs, *dayparts or portions of our Web site* may be considered for underwriting.

Pacifica considers its values, programming, history, traditions, audiences and reputation priceless. Our listeners and supporters expect us and organizations with whom we associate to uphold the highest levels of ethics in internal and external policies and practices.

Stations in the program will accept underwriting based on the needs of the station, availability of airtime, *Web site availability* and compatibility with our programming and Mission. As a basic matter of policy, the station will not accept financial support from any entity whose business practices conflict with our Mission Statement and programming. For example, no agreement shall be entered into with any entity that has a record of being anti-labor, anti-environment, support for fossil fuels, supports Wall Street, supports nuclear technology, supports Big Tech's invasion of our privacy promotes racism or sexism, militarism, nationalism and xenophobia or supports the abridgement of the rights of women to control their own bodies or the rights of the LGBTQ community for full equality or the rights of immigrants

It is the responsibility of each station participating in the pilot program to present a detailed plan for implementation and oversight of the underwriting program at their stations. The plan must include realistic estimates of administrative costs for marketing,

increased responsibilities for engineers, etc. as well as a realistic estimate of expected revenue. The detailed plans must be submitted to the National Finance Committee as part of their budget review within 30 days of the time they announce their intention to opt into the pilot program.

To ensure editorial objectivity, the station in the program shall exercise considerable care to maintain a barrier between all programming and fundraising efforts. While this distinction holds for both music and news/public affairs productions, it is especially critical for the latter. Consequently, we expect funders of news and public affairs programs to refrain from any attempts to influence editorial content. All editorial decisions are based on the judgment of local management of what is good journalism, and not based on suggestions and agendas that further the interests of the funders, however legitimate those interests may be.

The station in the program shall discourage direct contact between funders and programming staff and volunteers. Contacts by funders must be made through the personnel delegated by local management to handle those affairs.

Each grant is subject to an evaluation period, at the end of which either party may decide to terminate the grant agreement.

A template for an underwriting contract is hereby provided.

All underwriting agreements must use this template. (See Appendix A)

Each underwriting contract shall be individually negotiated by the management of the local station. A schedule of fees shall be written into the contract. Premium rates will apply during drive time. Sponsors may select either a 10 second spot or a 20 second spot. No underwriting statement will be more than 20 seconds. All underwriting spots must be in compliance with FCC, CPB and IRS regulations and the programming requirements of the station. (See Appendix B for FCC and IRS compliance guidelines. ) Station management is responsible for maintaining records of all underwriting spots.

An underwriter may not dictate the content of programs.

An underwriter may support an individual program or a category of programs (for instance, music and arts.)

Every underwriting agreement must be submitted to the Executive Director of Pacifica for review.

## Appendix A

Underwriting agreement template:

### **WXYZ Underwriting Agreement**

Underwriter:

Billing Address:

City, State and Zip:

Contact Person:

Telephone:

Fax:

Email:

Start Date:

Stop Date:

Copy:

Special Instructions:

Dates	Daypart	Units per Week	Unit Rate	Weekly Total	Total Week	Total Units	Total Investme
00/00/00 – 00/00/00			\$	\$			\$
00/00/00 – 00/00/00			\$	\$			\$
00/00/00 – 00/00/00			\$	\$			\$
00/00/00 – 00/00/00			\$	\$			\$
00/00/00 – 00/00/00			\$	\$			\$

**Total Units:**

**Total Investment:\$ (Net)**

**Billing Terms:** Monthly, for previous month's run of announcements.

Annual

Other \_\_\_\_\_

**Payment Due:** 30 days from date of invoice. Remit payment to:

WXYZ Accounts Receivable

Street/PO Box Address

City/State/Zip

**NOTE:** All elements of Underwriter's credit will be subject to WXYZ's final approval in order to ensure compliance with FCC, CPB, NPR and WXYZ guidelines for underwriter credits. WXYZ has discretion to refuse any copy. Underwriter is responsible for providing final approved copy which must be submitted at least seven (7) business days prior to the start of contract. Any delay may result in missed underwriting credits. Missed credits may be made up within contract dates, at the discretion of WXYZ. \*\*\*Please note that copy approval takes time. The Underwriter is responsible for submitting requested copy early enough to allow for approval process.

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

WXYZ Representative: \_\_\_\_\_ DATE: \_\_\_\_\_

## Appendix B

### Guidelines for underwriting compliance with FCC and IRS regulations:

Underwriting credits acknowledge organizations which fund public radio programming. Federal law mandates this identification and further allows for the non promotional description of the sponsors products and services. The following guidelines assist NPR and its underwriters in developing credit language that complies with FCC and IRS regulations for non-commercial broadcasters.

**Pacifica underwriting credits must contain:**

- The legal name of the underwriter, to be read immediately after the standard opening phrase, "Support for Pacifica comes from member station KXXX and..."

**Credits may also include the following:**

- Non-promotional, value-neutral, descriptions of organization, products and services.
- Names of operating divisions and subsidiaries.
- Organization mission language that identifies and does not promote or state an opinion.
- Establish slogans (verbatim) that identify and do not promote.
- Non-promotional location information (e.g., phone number, website address).
- Duration of time and business.
- Mention of particular Pacifica programming supported.

**Credits may not contain promotional language, including:**

- Qualitative language (favorable qualities, benefits and claims).
- Calls to action.
- Comparative language (e.g., "leader," "largest," "the only," "exclusively," "ranked number one").
- Price and value information.
- Inducement language (e.g., rewards programs, warranties, portions of purchase donated to charity, vehicle donation programs, holiday mentions related to sales of products).
- Language that expresses a view about a matter of public importance or interest.
- Awards, favorable reviews, endorsements, testimonials.

- Health claims.

**Credit instructions:**

- Underwriting copy length is 20 seconds maximum (not including standard opening phrase).

- Copy may be faxed or emailed to your station representative.

- Written copy is due three weeks before air date (no pre-produced tapes)