

SB 686-A9
(LC 1981)
6/10/25 (CPA/ps)

Requested by Senator PHAM K

**PROPOSED AMENDMENTS TO
A-ENGROSSED SENATE BILL 686**

1 On page 1 of the printed A-engrossed bill, after line 2, insert:

2 “Whereas a free and diverse fourth estate was critical in the founding of
3 American democracy and continues to be the lifeblood of a functional dem-
4 ocratic society, and communities without local news lose touch with gov-
5 ernment, business, education and neighbors; and

6 “Whereas everyday journalism plays an essential role in Oregon life, and
7 supporting the ability of local news organizations to continue to provide the
8 public with critical information about their communities and enabling pub-
9 lishers to receive fair market value for their content that is monetized by
10 platforms will preserve and ensure the sustainability of local and diverse
11 news outlets; and

12 “Whereas two major technology platform companies, Google and Meta,
13 currently crawl Oregon publishers’ news content and are being prosecuted
14 by the federal government on allegations of operating as anticompetitive
15 monopolies in violation of the federal Sherman Act, and Oregon has a com-
16 pelling interest in protecting businesses that report and distribute news from
17 unfair business practices; and

18 “Whereas in April 2025, U.S. District Judge Leonie M. Brinkema found
19 that ‘Google has willfully engaged in a series of anticompetitive acts to ac-
20 quire and maintain monopoly power’ in digital advertising markets and
21 ‘substantially harmed Google’s publisher customers, the competitive process,

1 and, ultimately, consumers of information on the open web’ and, in August
2 2024, U.S. District Judge Amit Mehta found that in the markets for general
3 search services and general search ads, ‘Google is a monopolist, and it has
4 acted as one to maintain its monopoly’ and ‘earn monopoly profits’; and

5 “Whereas an antitrust complaint filed against Meta by the Federal Trade
6 Commission in January 2021 charged that ‘Facebook holds monopoly power
7 in the market for personal social networking services . . . in the United
8 States, which it enjoys primarily through its control of the largest and most
9 profitable social network in the world’; and

10 “Whereas the bulk of advertising budgets are now going to platforms like
11 Google and Meta, in what has been described as a duopoly, which, coupled
12 with the monopolization of the Internet search market, has directly caused
13 harm to news outlets, as demonstrated and documented in numerous studies,
14 including the United States House of Representatives Committee on the Ju-
15 diciary, Subcommittee on Antitrust, Commercial and Administrative Law
16 Majority Staff Report and Recommendations on Investigation of Competition
17 in Digital Markets; ‘Addressing the Power Imbalance Between News Pub-
18 lishers and Digital Platforms: A Legislative Proposal for Effectuating Com-
19 petitive Payments to Newspapers,’ Hal J. Singer, Managing Director of Econ
20 One and Adjunct Professor of Georgetown’s McDonough School of Business,
21 Written Comments in Response to U.S. Copyright Office’s Publishers’ Pro-
22 tection Study; and ‘Paying for News: What Google and Meta Owe US Pub-
23 lishers,’ Initiative for Policy Dialogue, Columbia University, the final of
24 which provides a basis for calculating the quantification of this harm to
25 publishers and broadcasters serving an Oregon audience; and

26 “Whereas according to a report by the University of Oregon School of
27 Journalism and Communication’s Agora Journalism Center, 18 Oregon news
28 outlets closed or went out of business between the years 2022 and 2025, and
29 other Oregon news outlets have undergone corporate mergers, budget cuts
30 and layoffs in newsrooms, and local news outlets have been destabilized both

1 by the loss of advertising and by the way those platforms draw audiences
2 away into other online content while algorithmically altering how readily
3 local news appears in peoples' web searches and social media feeds; and

4 "Whereas Google agreed to a \$391.5 million settlement with the State of
5 Oregon in 2022 over the platform's deceptive practices of tracking user lo-
6 cation data, even when a user turned a tracking setting off, and in 2025
7 Google will pay a \$1.4 billion settlement with the state of Texas based on
8 allegations that Google misled consumers about its data practices continuing
9 to collect and use sensitive information even when users believed they had
10 opted out, and making misleading claims and misrepresentations about its
11 practices, which follows previous settlements for \$700 million and \$8 million
12 for anticompetitive and deceptive trade practices; and

13 "Whereas in 2023 the State of Oregon sued Meta for knowingly designing
14 and deploying harmful features on its platforms that purposefully addict
15 children and teens while falsely assuring the public that these features are
16 safe and suitable for young users, and in 2025 Meta will pay a \$1.4 billion
17 settlement to the state of Texas for unlawfully collecting and using facial
18 recognition data, the largest settlement ever obtained from an action brought
19 by a single state; and

20 "Whereas in 2015 and 2016 Google created 'AMP' as a competitor to
21 Facebook Instant Articles, and Google placed itself in the middle of the re-
22 lationship between the news organization and its user by marketing the
23 benefits of AMP adoption to news organizations, resulting in the user no
24 longer visiting the news organizations' websites directly, but instead viewing
25 a copy of the article hosted on Google's servers inside its 'walled garden';
26 and

27 "Whereas many United States news publishers adopted AMP because
28 Google locked non-AMP pages out of features like the 'Top Stories' carousel
29 and Google News, and following adoption some publishers reported that
30 AMP pages generated less advertising revenue per page than non-AMP

1 pages; and

2 “Whereas AMP preferential rankings have now been discontinued by the
3 platform; now, therefore,”.

4 Delete lines 4 through 20 and delete pages 2 through 12 and insert:

5 **“SECTION 1. As used in sections 1 to 9 of this 2025 Act:**

6 **“(1) ‘Access’ means to acquire, crawl or index online content.**

7 **“(2) ‘Access for an Oregon audience’ means to access online content
8 for the purposes of monetizing the online content by aggregating,
9 distributing, rendering or displaying the online content for an end user
10 located in this state.**

11 **“(3) ‘Advertising revenue’ means revenue generated through the
12 sale of digital advertising impressions that are served to end users in
13 this state through an online platform.**

14 **“(4) ‘Broadcaster’ means a person that:**

15 **“(a) Holds or operates under a license issued by the Federal Com-
16 munications Commission under subchapter III, chapter 5, Title 47 of
17 the United States Code, and has held or operated under the license for
18 the previous two years;**

19 **“(b) Engages professionals to create, edit, produce and distribute
20 original content concerning local, regional, national or international
21 matters of public interest through activities, including conducting
22 interviews, observing current events, analyzing documents and other
23 information or fact-checking through multiple firsthand or second-
24 hand news sources;**

25 **“(c) Provides information to an Oregon audience and has provided
26 information to an Oregon audience for the previous two years;**

27 **“(d) Updates its content on at least a weekly basis; and**

28 **“(e) Uses an editorial process for error correction and clarification,
29 including a transparent process for reporting errors or complaints to
30 the broadcaster.**

1 **“(5) ‘Covered platform’ means a business that:**

2 **“(a) Operates one or more online platforms;**

3 **“(b) Accesses online content;**

4 **“(c) Aggregates, distributes, renders or displays online content that**
5 **the covered platform accesses; and**

6 **“(d) At any point during the last 12-month period:**

7 **“(A) Had at least 50 million monthly active users or subscribers in**
8 **the United States across the covered platform’s online platforms; and**

9 **“(B) Had or is owned or controlled by a parent corporation with:**

10 **“(i) Annual revenues or a market capitalization in the United States**
11 **that is greater than \$550 billion, adjusted annually for inflation since**
12 **2025 based on the Consumer Price Index for All Urban Consumers,**
13 **West Region (All Items), as published by the Bureau of Labor Statis-**
14 **tics of the United States Department of Labor; or**

15 **“(ii) At least one billion worldwide monthly active users across the**
16 **covered platform’s or parent corporation’s online platforms.**

17 **“(6) ‘Digital journalism provider’ means a publisher or broadcaster**
18 **that discloses its ownership to the public.**

19 **“(7) ‘Freelancer’ means an individual, or an organization composed**
20 **of no more than one individual, hired or retained as a bona fide inde-**
21 **pendent contractor by a digital journalism provider to perform the**
22 **functions described in subsection (8)(b) of this section for the primary**
23 **purpose of producing content for an Oregon audience.**

24 **“(8) ‘News journalist’ means an individual who is:**

25 **“(a) Employed for an average of at least 30 hours per week during**
26 **a calendar quarter as an employee of a digital journalism provider; and**

27 **“(b) Responsible for gathering, developing, preparing, directing the**
28 **recording of, producing, collecting, photographing, recording, writing,**
29 **editing, reporting, designing, presenting or publishing original news**
30 **or information that concerns local, regional, national or international**

1 matters of public interest.

2 “(9) ‘Online platform’ includes an Internet website, online service,
3 online application, mobile application or digital assistant.

4 “(10) ‘Publisher’ means a person that publishes an Internet website,
5 online or mobile application or other digital service that:

6 “(a) Provides information to an Oregon audience and has provided
7 information to an Oregon audience for the previous two years;

8 “(b) Performs a public information function comparable to that
9 traditionally served by newspapers and other periodical news publica-
10 tions;

11 “(c) Engages professionals to create, edit, produce and distribute
12 original content or original content for which a valid license has been
13 obtained concerning local, regional, national or international matters
14 of public interest through activities, including conducting interviews,
15 observing current events, analyzing documents and other information
16 or fact-checking through multiple firsthand or secondhand news
17 sources;

18 “(d) Updates its content on at least a weekly basis;

19 “(e) Has an editorial process for error correction and clarification,
20 including a transparent process for reporting errors or complaints to
21 the publication;

22 “(f) Meets one of the following criteria:

23 “(A) Has generated at least \$100,000 in annual revenue from its
24 content in the previous calendar year;

25 “(B) Had an International Standard Serial Number assigned to an
26 affiliated periodical before January 1, 2025; or

27 “(C) Is owned or controlled by an organization exempt from federal
28 income taxation under section 501(c)(3) of the Internal Revenue Code,
29 as amended;

30 “(g) Has at least 51 percent of its content consisting of information

1 about topics of current local, regional, national or international public
2 interest; and

3 “(h) Is not controlled or wholly or partially owned by one of the
4 following:

5 “(A) An entity that is a foreign power or an agent of a foreign
6 power, as defined in 50 U.S.C. 1801;

7 “(B) An entity that is designated as a foreign terrorist organization
8 pursuant to 8 U.S.C. 1189;

9 “(C) An entity that is a terrorist organization, as defined in 8 U.S.C.
10 1182;

11 “(D) An entity that is designated as a specially designated global
12 terrorist organization under federal Executive Order 13224;

13 “(E) An entity that is an affiliate of an entity described in subpar-
14 agraph (A), (B), (C) or (D) of this paragraph; or

15 “(F) An entity that has been convicted of violating, or attempting
16 to violate, 18 U.S.C. 2332b or 2339A.

17 “(11) ‘Qualified arbitrator’ means an arbitration organization that
18 has arbitration rules and procedures established for at least one year
19 prior to the initiation of the arbitration.

20 “(12) ‘Representative’ means a labor organization designated as the
21 exclusive bargaining representative of news journalists or support staff
22 for the purposes of collective bargaining in accordance with applicable
23 state or federal law.

24 “(13) ‘Support staff’ means an individual who performs nonexecu-
25 tive functions, such as payroll, human resources, fundraising and
26 grant support, advertising and sales, community events and partner-
27 ships, technical support, sanitation or security.

28 **“SECTION 2. (1) A covered platform may not access for an Oregon**
29 **audience the online content of a digital journalism provider unless the**
30 **covered platform and digital journalism provider have an agreement**

1 that meets the requirements under subsection (2) of this section and
2 the covered platform is in compliance with the agreement.

3 “(2) An agreement between a covered platform and a digital
4 journalism provider that allows for the covered platform to access for
5 an Oregon audience the online content of the digital journalism pro-
6 vider must meet the following requirements:

7 “(a) Be in writing;

8 “(b) Be a standalone agreement that covers the compensation to
9 be paid by the covered platform in exchange for accessing for an
10 Oregon audience the online content of the digital journalism provider;

11 “(c) Require the covered platform to compensate the digital
12 journalism provider for accessing for an Oregon audience the online
13 content of the digital journalism provider and specify the amount or
14 rate of the compensation;

15 “(d) May not permit the covered platform to provide a service or
16 added value in lieu of paying compensation for accessing for an Oregon
17 audience the online content of the digital journalism provider;

18 “(e) May not be conditioned on or tied to any other products or
19 services;

20 “(f) Provide for an audit of the covered platform’s access of the
21 online content of the digital journalism provider; and

22 “(g) Prohibit the covered platform from selling or licensing to a
23 third party:

24 “(A) The online content of the digital journalism provider that the
25 covered platform accesses; or

26 “(B) Any data the covered platform collects or maintains in ac-
27 cessing the online content of the digital journalism provider.

28 “SECTION 2a. (1) A digital journalism provider may bring a civil
29 action against a covered platform if:

30 “(a) The covered platform accesses for an Oregon audience the on-

1 line content of a digital journalism provider without an agreement
2 between the covered platform and digital journalism provider that
3 meets the requirements under section 2 of this 2025 Act; or

4 “(b) The covered platform is not in compliance with an agreement
5 between the covered platform and digital journalism provider that
6 meets the requirements under section 2 of this 2025 Act.

7 “(2) The digital journalism provider may recover actual damages
8 or statutory damages of \$1,000 per access that the covered platform
9 carried out in violation of section 2 of this 2025 Act, whichever is
10 greater. The court or the jury may award punitive damages. The court
11 may provide any equitable relief the court considers necessary or
12 proper.

13 “(3) The court may award reasonable attorney fees and costs at trial
14 and on appeal to a prevailing plaintiff in an action under this section.
15 The court may award reasonable attorney fees and costs at trial and
16 on appeal to a prevailing defendant only if the court finds that an
17 objectively reasonable basis for bringing the action or asserting the
18 ground for appeal did not exist.

19 “(4) The court may not award attorney fees to a prevailing defend-
20 ant under the provisions of subsection (3) of this section if the action
21 under this section is maintained as a class action pursuant to ORCP
22 32.

23 “(5) An action under this section must be commenced within one
24 year from the discovery of the access that gave rise to the claim for
25 relief.

26 “(6) The remedy provided under this section is in addition to, and
27 not in lieu of, any other claim for relief that may be available at law.

28 “(7) Notwithstanding subsection (1) of this section, a digital
29 journalism provider may not bring an action against a covered plat-
30 form for accessing for an Oregon audience the online content of the

1 digital journalism provider if the covered platform, on the date the
2 access occurs, was:

3 “(a) Participating in an arbitration under section 5 of this 2025 Act;
4 or

5 “(b) In compliance with:

6 “(A) A final arbitration order issued under section 5 of this 2025 Act;

7 “(B) A judgment in an appeal of an arbitration award issued under
8 section 5 of this 2025 Act; or

9 “(C) A settlement agreement that is approved by an arbitrator un-
10 der section 5 of this 2025 Act.

11 “SECTION 2b. (1) Notwithstanding section 2a of this 2025 Act, a
12 digital journalism provider may not bring an action under section 2a
13 of this 2025 Act against a covered platform for accessing for an Oregon
14 audience the online content of the digital journalism provider if the
15 access occurs between January 1, 2026, and December 31, 2027, and the
16 covered platform elects to carry out one of the following:

17 “(a) For a covered platform with six billion or more worldwide
18 monthly active users, the covered platform pays a total of at least \$104
19 million each year to the digital journalism providers that produce on-
20 line content that the covered platform accesses for an Oregon audi-
21 ence between January 1, 2026, and December 31, 2027; or

22 “(b) For a covered platform with less than six billion worldwide
23 monthly active users, the covered platform pays a total of at least \$18
24 million each year to the digital journalism providers that produce on-
25 line content that the covered platform accesses for an Oregon audi-
26 ence between January 1, 2026, and December 31, 2027.

27 “(2) A covered platform that pays an amount under this section
28 shall distribute 10 percent of the amount the covered platform pays to
29 the Oregon Civic Information Consortium established under section
30 10 of this 2025 Act. The covered platform shall distribute the remaining

1 90 percent of the amount the covered platform pays to the digital
2 journalism providers as follows:

3 “(a) No less than one percent of the amount shall be paid to digital
4 journalism providers that would receive less than \$25,000 under para-
5 graph (b) of this subsection to be distributed annually proportionally
6 by the number of news journalists and, subject to section 6 (1)(b)(B)
7 of this 2025 Act, freelancers who, in the previous calendar year, were
8 employed by each digital journalism provider for the primary purpose
9 of producing content for an Oregon audience among those digital
10 journalism providers, in addition to the amount those providers would
11 receive pursuant to paragraph (b) of this subsection; and

12 “(b) The amount remaining after payment under paragraph (a) of
13 this subsection shall be distributed proportionally by the number of
14 news journalists who, in the previous calendar year, were employed
15 by each digital journalism provider for the primary purpose of
16 producing content for an Oregon audience.

17 “(3) A covered platform shall distribute amounts under this section
18 in the manner provided under section 3 of this 2025 Act.

19 “(4)(a) A digital journalism provider that wishes to receive an an-
20 nual payment under this section shall provide the covered platform a
21 notice. The notice must include, at a minimum:

22 “(A) The name of the digital journalism provider;

23 “(B) The number of news journalists and freelancers employed or
24 claimed under section 6 of this 2025 Act; and

25 “(C) A contact person for the digital journalism provider.

26 “(b) A covered platform may establish reasonable measures to ver-
27 ify that a notice is from a genuine digital journalism provider.

28 “SECTION 3. (1)(a) A covered platform shall engage an approved
29 claims administrator to distribute annual payments to digital
30 journalism providers in compliance with any of the following:

1 “(A) A final arbitration order issued under section 5 of this 2025 Act;

2 “(B) A judgment in an appeal of an arbitration award issued under
3 section 5 of this 2025 Act; or

4 “(C) A settlement agreement that is approved by an arbitrator un-
5 der section 5 of this 2025 Act.

6 “(b) In selecting an approved claims administrator, the covered
7 platform shall ensure that the administrator is well qualified to per-
8 form the distribution and has administered multiple settlements in
9 this state that comply with complex civil litigation class action
10 settlement guidelines in at least three state or federal courts in this
11 state.

12 “(c) The covered platform shall be responsible for covering the costs
13 of the claims administrator.

14 “(2) An administrator distributing payments under this section
15 shall:

16 “(a) Prepare an annual statement of account related to the distrib-
17 ution activities, that is certified by a certified public accountant;

18 “(b) Provide a point of contact that a digital journalism provider
19 may use to submit inquiries with timely redress;

20 “(c) Establish policies to resolve disputes, guard against fraud and
21 abuse and ensure that any indistributable funds are reallocated among
22 participating digital journalism providers after a reasonable holding
23 period; and

24 “(d) Publish on the administrator’s website an annual report de-
25 tailing nonconfidential operations of the distribution activities, in-
26 cluding the digital journalism providers that received compensation
27 and the amounts paid. The administrator shall provide the report to
28 the covered platform and the covered platform shall also publish the
29 report on the covered platform’s website.

30 “(3) A covered platform shall identify a point of contact for email

1 or other electronically communicated digital journalism provider in-
2 quiries.

3 “(4) A final arbitration award under section 5 of this 2025 Act to a
4 jointly participating group of digital journalism providers shall be
5 distributed proportionally by the number of news journalists and,
6 subject to section 6 (1)(b)(B) of this 2025 Act, freelancers, who, in the
7 previous calendar year, were employed by each participating provider
8 for the primary purpose of producing content for an Oregon audience.

9 “(5)(a) The amount of any compensation received by a digital
10 journalism provider through a commercial agreement for access to
11 content by the covered platform that was offset pursuant to section 5
12 (8)(c)(C) of this 2025 Act shall be deducted from its allocation accord-
13 ingly.

14 “(b) A digital journalism provider may request payment under this
15 section, or a grant under section 12 of this 2025 Act, but not both.

16 “(6)(a) A digital journalism provider that disagrees with the deter-
17 mination of its eligibility or the amount of compensation awarded may
18 seek a review of the determination as follows:

19 “(A) The digital journalism provider shall seek redress through the
20 dispute resolution process established pursuant to subsection (2)(c) of
21 this section.

22 “(B) If the digital journalism provider disagrees with the result of
23 the dispute resolution process, the digital journalism provider may
24 initiate an arbitration of the dispute by a qualified arbitrator.

25 “(b) Any request for arbitration pursuant to paragraph (a) of this
26 subsection shall be made within 10 days of receiving notice of the el-
27 igibility decision or compensation determination to be challenged.

28 “(c) In an arbitration pursuant to paragraph (a) of this subsection,
29 the claims administrator shall pay the costs of the qualified arbitrator.

30 “(7) A digital journalism provider may not be denied compensation

1 under this section on the basis that the provider publishes or broad-
2 casts, in whole or in part, in a language other than English.

3 **“SECTION 4.** (1) No later than March 1 of each even-numbered
4 year, a covered platform shall compile and make public on the covered
5 platform’s website a list of digital journalism providers that produced
6 online content that the covered platform accessed for an Oregon au-
7 dience during the prior two calendar years.

8 **“(2) A covered platform shall:**

9 **“(a) Establish and maintain an email address that a digital**
10 **journalism provider may use to submit a request to the covered plat-**
11 **form to provide a copy of the list of digital journalism providers de-**
12 **scribed under subsection (1) of this section; and**

13 **“(b) Upon request by a digital journalism provider, provide a copy**
14 **of the list to the digital journalism provider within three days of the**
15 **request.**

16 **“(3) A covered platform may not exclude a digital journalism pro-**
17 **vider from a list described under subsection (1) of this section on the**
18 **basis that the digital journalism provider publishes or broadcasts, in**
19 **whole or in part, in a language other than English.**

20 **“SECTION 5.** (1)(a) A covered platform or group of digital
21 journalism providers organized under subsection (3) of this section
22 may initiate an arbitration under this section to determine a percent-
23 age of the covered platform’s advertising revenue that the covered
24 platform shall be required to remit on an annual basis for a two-year
25 period to the digital journalism providers that participate in the arbi-
26 tration.

27 **“(b) The arbitration must be in the form of final offer arbitration.**

28 **“(c)(A) The covered platform shall participate in the arbitration as**
29 **a single party and no other covered platform may participate in the**
30 **arbitration.**

1 “(B) The group of digital journalism providers shall participate
2 jointly as a single party. However, each digital journalism provider
3 may be individually represented during the arbitration or any appeal
4 of the final arbitration order or settlement.

5 “(C) Only one group of digital journalism providers may initiate or
6 participate in an arbitration under this section with a covered plat-
7 form.

8 “(d) The parties shall engage a qualified arbitrator to carry out the
9 arbitration. A panel of three arbitrators affiliated with the qualified
10 arbitrator shall determine the arbitration procedures under the rules
11 of the arbitrators. The arbitration procedures must be consistent with
12 the provisions of this section.

13 “(2) Arbitration under this section may be initiated in the following
14 manner:

15 “(a) A covered platform may initiate an arbitration under this sec-
16 tion within the 30-day period immediately following the date the cov-
17 ered platform makes public on the covered platform’s website the list
18 of digital journalism providers described under section 4 (1) of this 2025
19 Act.

20 “(b) A group of digital journalism providers organized under sub-
21 section (3) of this section may initiate an arbitration under this sec-
22 tion within the 30-day period immediately following the date the group
23 adopts rules and procedures to govern how the group shall make de-
24 cisions.

25 “(3)(a) Digital journalism providers may organize as a group under
26 this subsection by adopting rules and procedures to govern how the
27 group of digital journalism providers shall make decisions regarding
28 the arbitration or any appeal of the final arbitration order or settle-
29 ment.

30 “(b) Digital journalism providers may organize as a group under

1 this subsection within the 30-day period immediately following the date
2 that:

3 “(A) A covered platform makes public on the covered platform’s
4 website the list of digital journalism providers described under section
5 4 (1) of this 2025 Act; or

6 “(B) A covered platform initiates an arbitration under this section.

7 “(c) Any official decision or action by the group of participating
8 digital journalism providers requires a majority vote. Each digital
9 journalism provider that is a member of the group is entitled to one
10 vote.

11 “(4)(a) Within 10 days from the date that both parties have filed an
12 appearance in an arbitration initiated under this section and prior to
13 commencing the arbitration, the covered platform and group of digital
14 journalism providers shall engage in mediation for a period of 60 days
15 to attempt to reach a settlement on a percentage of the covered
16 platform’s advertising revenue that the covered platform shall be re-
17 quired to remit on an annual basis for a two-year period to the digital
18 journalism providers.

19 “(b) If the parties reach a settlement, the arbitrator may approve
20 the settlement and the arbitration will conclude. Any proposed settle-
21 ment may not seek to waive a digital journalism provider’s obligations
22 under section 6 of this 2025 Act.

23 “(c) If the parties do not reach a settlement within 60 days, the
24 parties shall commence with the arbitration within 10 days from the
25 last day of the mediation period.

26 “(5) Each party shall pay one half of the costs of the arbitration.
27 The one half of the costs that the group of digital journalism providers
28 are required to pay shall be deducted from any amount awarded under
29 this section and shall be deducted prior to any calculation under sec-
30 tion 3 (4) of this 2025 Act.

1 **“(6) The following procedures shall apply to the arbitration:**

2 **“(a)(A) Each party may request the production of business records**
3 **that are relevant to the single percentage of the covered platform’s**
4 **advertising revenue to be awarded to the participating digital**
5 **journalism providers and that are nonprivileged, reasonably necessary**
6 **and reasonably accessible without undue expense. A party that re-**
7 **ceives a request for the production of business records shall provide**
8 **the business records within 30 days from the date of the request.**

9 **“(B) The covered platform is limited to one request for the pro-**
10 **duction of business records for each participating digital journalism**
11 **provider. Within 10 days after receiving a request for reimbursement**
12 **from a digital journalism provider, the covered platform shall reim-**
13 **burse the digital journalism provider for the digital journalism**
14 **provider’s reasonable costs of production, including attorney fees.**

15 **“(b) Each party shall each submit a final offer proposal on the**
16 **amount the covered platform shall be required to remit to the digital**
17 **journalism providers on an annual basis for a two-year period for ac-**
18 **cessing for an Oregon audience the online content of the digital**
19 **journalism providers. The amount must be based on the value that the**
20 **covered platform receives for accessing for an Oregon audience the**
21 **online content of the digital journalism providers. The final offer pro-**
22 **posals must include backup materials sufficient to permit the other**
23 **party to replicate the proffered valuation.**

24 **“(c) A party’s final offer proposal may not address whether or how**
25 **the covered platform or any digital journalism provider ranks, dis-**
26 **tributes, suppresses, promotes, throttles, labels, filters or curates the**
27 **online content of the digital journalism providers or any other person.**

28 **“(7) Not later than 60 days from the date arbitration commences,**
29 **the arbitration panel shall accept without modification one of the**
30 **parties’ final offer proposals. In making its determination on which**

1 final offer proposal to accept, the arbitration panel:

2 “(a) May not take into consideration any value that the covered
3 platform confers upon any of the digital journalism providers for ag-
4 gregating, distributing, rendering or displaying the online content of
5 the digital journalism providers, unless the covered platform does not
6 automatically access the online content of the digital journalism pro-
7 vider; and

8 “(b) Shall:

9 “(A) If a commercial agreement exists between the covered plat-
10 form and any of the digital journalism providers, consider the mone-
11 tary compensation that the covered platform pays the digital
12 journalism provider under the commercial agreement for the purpose
13 of offsetting the value created by a digital journalism provider;

14 “(B) Consider past incremental revenue contributions as a guide to
15 the future incremental revenue contribution by any of the digital
16 journalism providers;

17 “(C) Consider the pricing, terms and conditions of any available or
18 comparable commercial agreements between a covered platform and
19 digital journalism provider that grants the covered platform access to
20 the online content of the digital journalism provider, including pricing,
21 terms and conditions relating to price, duration, territory and the
22 value of data generated directly or indirectly by the online content,
23 taking into consideration any material disparities in the negotiating
24 power between the parties to those commercial agreements; and

25 “(D) If submitted with a final offer proposal, consider a digital
26 journalism provider’s previous compliance with section 6 of this 2025
27 Act to the extent applicable.

28 “(8)(a) Within 15 days of accepting a final offer proposal, the arbi-
29 tration panel shall issue an arbitration award and final arbitration
30 order.

1 “(b) The arbitration award must set out the percentage of the cov-
2 ered platform’s advertising revenue that the covered platform shall
3 be required to remit on an annual basis for a two-year period to the
4 digital journalism providers that participate in the arbitration.

5 “(c) The final arbitration order must:

6 “(A) Set forth the amount of the final offer proposal accepted by
7 the arbitration panel;

8 “(B) Require the covered platform to pay the final offer amount on
9 an annual basis over a two-year period;

10 “(C) Authorize the covered platform to reduce the total amount the
11 covered platform is obligated to pay under the arbitration award by
12 the total amount the covered platform is obligated to pay under any
13 commercial agreements the covered platform has with digital
14 journalism providers that participated in the arbitration. To receive
15 an offset under this subparagraph, the covered platform shall provide
16 the arbitration panel a copy of each commercial agreement for which
17 the covered platform seeks an offset. The covered platform may offset
18 only the amount that the covered platform actually pays under a
19 commercial agreement;

20 “(D) Include the date of the order;

21 “(E) State the date that the order expires; and

22 “(F) Set forth the process by which the parties may jointly request
23 that the arbitration award be renewed by the arbitration panel.

24 “(9)(a) Any party to the arbitration proceeding may appeal the de-
25 cision of the arbitration panel to a circuit court of competent juris-
26 diction for a trial de novo.

27 “(b) Notwithstanding ORCP 36, in a trial de novo under this sub-
28 section:

29 “(A) Production of documents or things is limited to any business
30 records produced during the arbitration proceeding; and

1 “(B) Depositions of persons are limited to persons that a party
2 designates as a trial witness. A person that a party does not designate
3 as a trial witness by pretrial court order may not provide testimony
4 at trial.

5 “(c) In a trial de novo under this subsection, the circuit court shall
6 review de novo the choice of the arbitration panel between the parties’
7 final offer proposals under subsection (7) of this section, using the
8 standards set forth in subsections (6) and (7) of this section and ap-
9 plying the provisions of subsection (8)(c)(C) of this section.

10 “(10) No less than one percent of each arbitration award shall be
11 paid to digital journalism providers that would receive less than \$25,000
12 under the arbitration award, to be distributed annually proportionally
13 by the number of news journalists and, subject to section 6 (1)(b)(B)
14 of this 2025 Act, freelancers who, in the previous calendar year, were
15 employed by each digital journalism provider for the primary purpose
16 of producing content for an Oregon audience among those digital
17 journalism providers, in addition to the amount those digital
18 journalism providers would receive under an arbitration award.

19 “(11) An arbitration award and final arbitration order issued under
20 this section expires within two years after an arbitration panel issues
21 the order unless the arbitration panel renews the award and order.

22 “(12) Within 90 days prior to the expiration of an arbitration award
23 and final arbitration order, the parties may jointly request that the
24 arbitration panel renew the award and order for an additional two
25 years. The parties shall make the request in writing pursuant to the
26 procedures set forth in the order. The award and order may be re-
27 newed as often as the parties request the award and order be renewed.

28 “SECTION 6. (1)(a) Except as provided in paragraph (b) of this
29 subsection, a digital journalism provider shall spend at least 70 percent
30 of funds received under sections 1 to 7 of this 2025 Act on news jour-

1 nalists and support staff employed by the digital journalism provider.

2 “(b)(A) A digital journalism provider with five or fewer employees
3 shall spend at least 50 percent of funds received pursuant to sections
4 1 to 7 of this 2025 Act on news journalists and support staff employed
5 by the digital journalism provider.

6 “(B) For the purpose of calculating an allocation from a covered
7 platform made pursuant to section 3 (4) of this 2025 Act, or for estab-
8 lishing a digital journalism provider’s minimum allocation to news
9 journalists and support staff pursuant to this section, a digital
10 journalism provider with five or fewer employees may elect to count
11 dollars spent on the equivalent functions performed by news journal-
12 ists as follows:

13 “(i) The digital journalism provider shall employ at least one news
14 journalist for the primary purpose of producing content for an Oregon
15 audience.

16 “(ii) A digital journalism provider may elect to count each \$40,000
17 spent by the provider in the previous calendar year to compensate
18 freelancers performing the functions described in section 1 (8)(b) of
19 this 2025 Act as employing the equivalent of one news journalist, up
20 to a maximum of \$160,000 or the equivalent of four news journalists,
21 with those amounts adjusted annually for inflation since 2025 based
22 on the Consumer Price Index for All Urban Consumers, West Region
23 (All Items), as published by the Bureau of Labor Statistics of the
24 United States Department of Labor. In no instance may the total
25 number of news journalists and freelancers claimed pursuant to this
26 subparagraph exceed the number of individuals compensated by the
27 digital journalism provider.

28 “(2) No later than 30 days after the entry of an arbitration award
29 or judgment in an appeal of an arbitration award under section 5 of
30 this 2025 Act or reaching a settlement in lieu of an arbitration pro-

ceeding, the digital journalism provider shall provide notification in writing of its plan to comply with subsection (1) of this section to the news journalists and support staff employed by the digital journalism provider and any representatives of those news journalists or support staff.

“(3) The digital journalism provider’s plan to comply with subsection (1) of this section shall include a good faith estimate of the number of news journalists and support staff, respectively, if any, expected to be hired, details regarding proposed compensation adjustments, if any, and a disclosure if either hiring or compensation adjustments are not expected.

“SECTION 7. (1) No later than one year after the entry of an arbitration award or judgment in an appeal of an arbitration award under section 5 of this 2025 Act or reaching a settlement of claims under sections 1 to 7 of this 2025 Act, and each year thereafter, a digital journalism provider shall compile a report that includes the following:

“(a) An attestation as to whether the digital journalism provider has complied with section 6 (1) of this 2025 Act;

“(b) The text of the digital journalism provider’s plan to comply with section 6 (1) of this 2025 Act;

“(c) The total number of payments received from covered platforms under sections 1 to 7 of this 2025 Act;

“(d) The name of each covered platform paying the digital journalism provider a payment under sections 1 to 7 of this 2025 Act and a description of how the digital journalism provider spent the payment, including any amount of payments under sections 1 to 7 of this 2025 Act remaining unspent; and

“(e) The total number of news journalists and support staff, respectively, employed by the digital journalism provider, including the number of news journalists and support staff hired or terminated, re-

1 spectively, during the previous year.

2 “(2) No later than one year after the end of an arbitration pro-
3 ceeding described in section 5 of this 2025 Act or reaching a settlement
4 of claims under sections 1 to 7 of this 2025 Act, and each year there-
5 after, the digital journalism provider shall publish a copy of the report
6 described in subsection (1) of this section online in a text-searchable
7 format and provide a copy to the news journalists and support staff
8 employed by the digital journalism provider, to any representatives of
9 those news journalists or support staff and to the covered platforms
10 making payments under sections 1 to 7 of this 2025 Act to the digital
11 journalism provider.

12 “(3) If a digital journalism provider fails to comply with this sec-
13 tion, a covered platform may withhold payments under sections 1 to
14 7 of this 2025 Act until the digital journalism provider has provided a
15 copy of the report to the covered platform and has published a copy
16 of the report online pursuant to subsection (2) of this section.

17 **“SECTION 8. (1) Nothing in sections 1 to 7 of this 2025 Act shall be**
18 **construed as amending or repealing the ability of a digital journalism**
19 **provider or a covered platform to avail itself of an existing remedy**
20 **available at law.**

21 “(2) A digital journalism provider may seek and obtain injunctive
22 relief to compel compliance with sections 3 to 5 of this 2025 Act, and
23 court costs and reasonable attorney fees shall be awarded to a pre-
24 vailing provider.

25 **“SECTION 9. Sections 1 to 7 of this 2025 Act do not:**

26 “(1) Modify, impair, expand or in any way alter rights pertaining
27 to Title 17 of the United States Code or the Lanham Act (15 U.S.C. 1051
28 et seq.); or

29 “(2) Abridge or impair rights otherwise reserved by news journal-
30 ists, support staff or their representatives according to applicable law

1 or existing collective bargaining agreements.

2 **“SECTION 10. (1)(a) There is established as a nonprofit corporation**
3 **the Oregon Civic Information Consortium. The purpose of the con-**
4 **sortium is to provide grants to support Oregon news content providers,**
5 **journalism, news, public information projects and public interest ini-**
6 **tiatives that address Oregonians’ civic information needs.**

7 **“(b) The University of Oregon shall house and provide back-office**
8 **support to the consortium. The consortium shall be a collaborative**
9 **effort among Oregon journalistic publications, news outlets, member**
10 **universities and nonprofit and community organizations related to the**
11 **purposes of sections 1 to 7 of this 2025 Act.**

12 **“(2) The consortium shall have a board of directors. The board shall**
13 **set strategic priorities and metrics to guide the consortium’s grant**
14 **programs and other initiatives. The board shall consist of 13 members**
15 **appointed by the Governor and subject to confirmation by the Senate**
16 **in the manner prescribed in ORS 171.562 and 171.565, as follows:**

17 **“(a) Five members employed in the news media industry or Oregon**
18 **journalistic publications;**

19 **“(b) Three members representing nonprofit or community organ-**
20 **izations;**

21 **“(c) One member representing a labor union for working journal-**
22 **ists;**

23 **“(d) One member from a society of professional journalism;**

24 **“(e) One member representing the digital technology sector;**

25 **“(f) One member representing the University of Oregon; and**

26 **“(g) One member representing another public university listed in**
27 **ORS 352.002.**

28 **“(3) The term of office of each member described in subsection (2)**
29 **of this section is four years. Before the expiration of the term of a**
30 **member, the Governor shall appoint a successor whose term begins**

1 on January 1 of the following year. A member may be reappointed. If
2 there is a vacancy for any cause, the Governor shall make an ap-
3 pointment to become immediately effective for the unexpired term.

4 “(4) The board shall select one of its members as chairperson and
5 another as vice chairperson for such terms and with such duties and
6 powers as the board considers necessary for performance of the func-
7 tions of those offices.

8 “(5) A majority of members of the board constitutes a quorum for
9 the transaction of business.

10 “(6) The board shall meet at times and places specified by the
11 chairperson or by a majority of the members of the board.

12 “(7) The board shall hold public hearings annually in different ge-
13 ographical regions of this state. The public hearings shall provide a
14 forum for the board to report on how the public funds that the con-
15 sortium receives are spent and to gather public input on what the
16 consortium’s mission should be and whether the consortium is meet-
17 ing its mission. Public input shall be used to assess whether the
18 consortium’s grant-making metrics or process for issuing grants needs
19 to be changed.

20 “(8) Members of the board are not entitled to compensation, but
21 may be reimbursed for actual and necessary travel and other expenses
22 incurred by them in the performance of their official duties in the
23 manner and amounts provided for in ORS 292.495. Claims for expenses
24 shall be paid out of such funds as may be available to the board.

25 “(9) On or before September 1 of each year, the board shall submit
26 a report on the activities of the consortium in the manner provided
27 by ORS 192.245, and may include recommendations for legislation,
28 regulations or policies, to the Governor and the interim committees
29 of the Legislative Assembly related to higher education. The report
30 must include, at a minimum:

1 “(a) A list of all grant applicants and approved grant applicants;

2 “(b) The grant amounts of approved grant applicants;

3 “(c) The amount of matching funds and types of in-kind contribu-
4 tions provided to approved grant applicants; and

5 “(d) The status of the activities funded by an approved grant ap-
6 plicant.

7 “SECTION 11. (1) The Oregon Civic Information Consortium board
8 of directors described under section 10 of this 2025 Act shall appoint
9 and employ an executive director and fix the executive director’s
10 compensation and conditions of employment. The executive director
11 shall be the chief executive, administrative and operational officer of
12 the consortium and shall direct and supervise the administrative af-
13 fairs and the general management of the consortium. The executive
14 director shall oversee the consortium’s day-to-day operations, which
15 includes working with the board to meet the consortium’s goals and
16 grant-making requirements, hiring and managing program officers
17 and administrative staff pursuant to subsection (2) of this section,
18 acting as a spokesperson for the consortium’s work and raising funds
19 from external sources. The executive director shall attend all meetings
20 of the board.

21 “(2)(a) The executive director shall employ one or more program
22 officers who are experienced practitioners with a strong understanding
23 of the local journalism field, community-based organizations and fiscal
24 and grant management. The executive director shall strive to appoint
25 program officers that represent this state’s racial, ethnic, gender and
26 geographic diversity within any limits allowed under law. The program
27 officers shall manage the grant-making process, in accordance with
28 the consortium’s goals. The grant-making process shall include solici-
29 ting, recommending and processing grant proposals, working with
30 grantees to ensure work on grant project ideas and directing public

1 engagement and evaluation efforts.

2 “(b) The executive director shall employ administrative staff to
3 provide operational support for the consortium, including office man-
4 agement, support for the executive director and program officers, co-
5 ordination among member universities, payment to grantees, human
6 resources and logistics.

7 **“SECTION 12. (1) The Oregon Civic Information Consortium estab-**
8 **lished under section 10 of this 2025 Act shall establish criteria for**
9 **making grants. The consortium shall make available on the**
10 **consortium’s website the grant-making criteria and other relevant**
11 **documents.**

12 **“(2) The consortium shall provide grants for projects that achieve**
13 **the following goals:**

14 **“(a) Serve the public interest, improve civic information and in-**
15 **crease availability of local news content in this state.**

16 **“(b) Enhance the quality and availability of timely, reliable local**
17 **news supporting local reporting and investigative journalism, with at-**
18 **tention to underserved areas and meeting the information needs of**
19 **low-income and racial and ethnic communities, through culturally**
20 **specific and multilingual content and other means.**

21 **“(c) Develop stronger journalism networks through shared practices**
22 **and partnerships, support training of journalism students and working**
23 **professionals and support job creation and career advancement op-**
24 **portunities related to local journalism.**

25 **“(d) Other related goals to be determined by the consortium’s board**
26 **of directors.**

27 **“(3) A grant issued by the consortium shall be in the form of a**
28 **grant agreement. A grant agreement shall include a provision estab-**
29 **lishing a set of metrics for assessing the goals contained in the**
30 **agreement to ensure evaluation of a grantee project on how well those**

goals are being met and any other relevant accountability measures. The set of metrics shall be established by the consortium’s board of directors in coordination with the consortium’s executive director and program officers. The agreement shall include the expectations stated between the consortium and the grantee, which shall include, but not be limited to, a statement that:

“(a) The grantee shall be independent from the influence of the state, a member university, an outside source and any other grantor or contributor of funds; and

“(b) Any grantor or other contributor of funds to the grantee shall acknowledge in writing the grantor’s or contributor’s understanding that the grant or donation does not entitle the grantor or contributor to dictate or influence the content of any work the grantee produces or may produce.

“SECTION 13. A covered platform shall compile and make public the first list required under section 4 (1) of this 2025 Act no later than March 1, 2026.”.
