StoryCorps®

STORYCORPS ONSITE AGREEMENT

THIS AGREEMENT (this "Agreement"), entered as of the 10th day of January, 2017, is made by and between STORYCORPS, INC., a New York not-for-profit corporation with offices at 80 Hanson Place, 2nd floor, Brooklyn, New York 11217 ("StoryCorps"), and Madison Public Library with offices at 201 W. Mifflin Street, Madison, WI 53703 ("Partner") (individually, each is a "party" and collectively, the "parties") on this 10th day of January, 2017 ("Effective Date").

WHEREAS, the Partner understand that StoryCorps is a national organization dedicated to recording and collecting oral history interviews;

WHEREAS, the Partner wishes to host the upcoming visit of the StoryCorps Onsite service;

WHEREAS, the StoryCorps Onsite service includes StoryCorps personnel recording the oral histories of individual participants; and

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

"Collection" means all of the Released Interview Files recorded and produced by StoryCorps pursuant to this Agreement.

"Derivative Works" means any report, presentation, invention, discovery, innovation, enhancement, new use, process, product, computer software, computer program, machine, manufacture or composition of matter, including any improvements thereon or new applications of the foregoing, whether patentable, protectable under Title 17 of the United States Code or otherwise, that are conceived or reduced to practice by the Partner using the Released Interview Files. Derivative Works do not include the textual transcript, or excerpts thereof, of any Released Interview that the Partner provides to StoryCorps under the terms of this Agreement.

"Onsite Interview(s)" refers to the interviews conducted as apart of StoryCorps' Onsite service.

"Person" means any natural person or entity.

"Personally Identifiable Information" means any information contained within any Released Interview File that could potentially be used, directly or indirectly, to uniquely identify, contact, or locate the interviewee or combined with other sources to uniquely identify the interviewee, including proper name, telephone number, mailing address, or e-mail address.

"Release" means the contractual release signed by an interview participant in connection with an interview conducted by StoryCorps, substantially in the form attached hereto as Exhibit C.

"Released Interview" means the audio file of the particular interview for which a participant signs a related Release.

"Released Interview File" means, with respect to each interview participant, a copy of the Release, Released Interview, corresponding participant photograph, if taken, participant data sheet and facilitator log sheet.

"Third Party" means any Person other than the parties.

80 Hanson Place, 2nd Floor | Brooklyn, NY 11217 | 646-723-7020
storycorps.org

II. PROJECT DESCRIPTION AND GENERAL SERVICES

A. StoryCorps will record up to eighteen (18) Onsite Interviews on February 9, 10 and 11, 2017 at Madison Public Library, 201 Mifflin Street, Madison, WI 53703.

B. StoryCorps personnel conducting the Onsite Interviews will work a maximum of nine hours per day. A full nine-hour interview day includes: six 40-minute interview appointments, a one-hour lunch break, and two hours for equipment set-up and break-down. See Exhibit A for an example of a common nine-hour day.

C. At the end of each forty-minute Onsite Interview, the Onsite participants will receive one broadcast quality audio compact disc ("CD") of the Onsite Interview. The Onsite Interview participants will also be asked to sign a Release after the Onsite Interview is finished. If the Release is signed, StoryCorps will retain a copy of the Onsite Interview and a duplicate will be provided to the American Folklife Center at the Library of Congress.

D. A copy of the Onsite Interview materials recorded on February 9, 10 and 11, 2017 may be archived by the Partner and the Institute of Museum and Library Services and used for programmatic purposes in accordance with this Agreement.

E. StoryCorps will identify one (1) Onsite Interview that may be used for production. StoryCorps shall provide professionally edited segment ("Produced Audio Segments") to Partner according to the following terms.)

1. The producer will deliver a rough cut to the Partner for review. Partner may provide minor editorial comments within two weeks of receipt of the Produced Audio Segment, and should confirm that any hard facts mentioned in the story are accurate as set forth in Exhibit B.

2. Upon receiving the final edited segment, Partner is encouraged to share the story with the interview participant(s) before sharing it publicly as a courtesy.

III. STORYCORPS OBLIGATIONS

A. StoryCorps shall provide the following under this Agreement:

1. Two trained and certified StoryCorps interview facilitators ("Facilitators"), who shall handle all technical aspects of the Onsite Interviews; and

2. All audio and photographic equipment necessary to record Onsite Interviews and take photographs of the participants.

B. StoryCorps shall provide the Released Interview Files to Partner on a standard definition digital video disc ("DVD") or a 100 gigabyte hard drive ("Hard Drive"). If the Partner receives a Hard Drive, they must return the Hard Drive in the same condition in which it was received to StoryCorps within one (1) week of receiving the Hard Drive.

IV. PARTNER OBLIGATIONS

A. Partner shall provide a quiet room with at least one table, a minimum of three chairs, and electrical outlets.

B. Partner is responsible for all scheduling and filling of appointment slots consistent with Section II.

C. Partner shall coordinate with StoryCorps personnel.

D. Partner shall provide a clean, safe environment, free from harassment, for the StoryCorps personnel conducting the Onsite Interview to perform their work.

V. LIMITED GRANT

A. StoryCorps grants to the Partner a non-exclusive, royalty-free license to reproduce, display, publicly perform, make derivative works from and distribute the Collection for non-commercial purposes only, which purposes are described on Exhibit D and in accordance with the other terms and conditions of this Agreement. This non-exclusive license does not include the right to sublicense.

B. Unless stated otherwise in this Agreement, Partner must provide StoryCorps with credit using the following language or alternative credit approved by StoryCorps, "Produced by [INSERT NAME OF PRODUCER] with interviews recorded by StoryCorps, a national nonprofit whose mission is to provide Americans of all backgrounds and beliefs with the opportunity to record, share, and preserve the stories of our lives www.storycorps.org."

C. General Restrictions on Use of the Collection.

1. The Partner acknowledges that the Released Interview Files include contact information for interview participants (including, but not limited to, mailing addresses, telephone numbers and e-mail addresses) ("Contact Information"). The Partner (i) shall not share any Contact Information with anyone other than employees of the Partner and StoryCorps staff, in each case as needed to comply with the terms and conditions of this Agreement, or use any Contact Information in derivative works created by the Partner, and (ii) will take all reasonable steps necessary to maintain the confidentiality of Contact Information contained in the Released Interview Files.

2. Full-length Interviews may not be posted or broadcast on the Partner's website or any website maintained by the Partner.

3. Excerpts of Released Interviews, regardless of where distributed, (each an "Edited Segment") must be:

a. accompanied by the following credit language or alternative language approved by StoryCorps, "Produced by [INSERT NAME OF PRODUCER] with interviews recorded by StoryCorps, a national nonprofit whose mission is to provide Americans of all backgrounds and beliefs with the opportunity to record, share, and preserve the stories of our lives www.storycorps.org."

b. if posted on the Internet, in a format that users are unable to download but that permits Internet streaming of the Edited Segment;

c. not to exceed 8 minutes in length. StoryCorps recommends segments of about 3 minutes;

d. cohesive, telling a particular story or sticking to a defined theme;

e. representative of the substance, structure and feel of the Released Interview;

f. presented in a manner that shows care and an intent to honor the source material; and

g. any hard facts mentioned in the Edited Segment should be confirmed as set forth on Exhibit B.

4. StoryCorps may request that the Partner cease using an Edited Segment if

StoryCorps finds that the Edited Segment is substantially factually inaccurate. Upon such request, the Partner must promptly cease all use of the Edited Segments by removing such Edited Segment from any website and archive within five (5) business days of such request.

5. If either the Partner or StoryCorps receives an objection from an interview participant that, irrespective of such participant's execution of a Release, the participant objects to the use of his/her interview or Edited Segment by the Partner, StoryCorps strongly encourages the Partner to cease use of such interview or portion thereof.

VI. CONTACT INFO

A. The primary contact at StoryCorps is Haley Shaffer, who can be reached by phone at (646) 723-7020 Ext. 46, or by e-mail at hshaffer@storycorps.org.

B. The primary contact at the Partner is Tana Elias, who can be reached by phone at 608-266-4953, or by email at telias@madisonpubliclibrary.org.

VII. OWNERSHIP

A. The Partner hereby acknowledges that all title and literary property rights in the Onsite Interviews any Released Interview Files, Produced Audio Segments and any derivative works thereof, remain in their entirety with StoryCorps. Furthermore, the Partner understands that these rights include all rights, title and interest in any copyright, pursuant to United States copyright laws. The Partner acknowledges that any further use of the Released Interview Files, other than as allowed under this Agreement, is entirely contingent upon the permission of StoryCorps, and such permissions and future usage of the Released Interview Files by Partner shall be obtained through a separate letter of Agreement.

B. The Partner hereby acknowledges that: (i) as between StoryCorps and the Partner, StoryCorps' trademarks, StoryCorps' trade secrets and StoryCorps' trade dress are owned solely and exclusively by StoryCorps; (ii) nothing contained in this Agreement shall give to the Partner any right, title or interest in the StoryCorps' trademarks, StoryCorps' trade secrets and/or StoryCorps' trade dress; and (iii) the goodwill associated with any party's use of the StoryCorps' trademarks shall inure solely to the benefit of StoryCorps.

C. StoryCorps hereby acknowledges that: (i) as between StoryCorps and the Partner, the Partner's trademarks, the Partner's trade secrets and the Partner's trade dress are owned solely and exclusively by the Partner; (ii) nothing contained in this Agreement shall give to StoryCorps any right, title or interest in the Partner's trademarks, the Partner's trade secrets and/or the Partner's trade dress; and (iii) the goodwill associated with any party's use of the Partner's trademarks shall inure solely to the benefit of the Partner.

D. If the Partner advertises this relationship with StoryCorps on its website, the Partner must include and prominently display the following link: www.storycorps.org. StoryCorps reserves the right to preview and approve any reference to StoryCorps used on Partner's website.

VIII. RELEASE

The Partner releases StoryCorps and its employees, directors, officers, agents, successors and assigns (including the Library of Congress) (collectively, the "Released Parties") from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including defamation, invasion of privacy, misappropriation of publicity rights, obscenity and copyright infringement, which the Partner now has, has ever had or may hereafter have against the Released Parties relating in any way to the contents of this Agreement, and/or to the use and/or content of the Onsite Interviews.

StoryCorps releases the Partner and its employees, directors, officers, agents, successors and assigns from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including defamation, invasion of privacy, misappropriation of publicity rights, obscenity and copyright infringement, which StoryCorps now has, has ever had or may hereafter have against StoryCorps relating in any way to the contents of this Agreement, and/or to the use and/or content of the Onsite Interviews.

IX. INDEMNIFICATION

The Partner agrees to indemnify, hold harmless, and defend at Partner's expense, StoryCorps and its employees, directors, officers, agents, successors and assigns (including the Library of Congress) from and against all third party claims (including claims for defamation, invasion of privacy, right of publicity, or copyright infringement), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to Partner's use and/or content of the Onsite Interviews.

StoryCorps agrees to indemnify, hold harmless, and defend at StoryCorps' expense, Partner and its employees, directors, officers, agents, successors and assigns from and against all third party claims (including claims for defamation, invasion of privacy, right of publicity, or copyright infringement), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to StoryCorps' use and/or content of the Onsite Interviews.

X. TERMINATION

A. Either party may terminate this Agreement and the license granted herein (reserving all other remedies and rights under this Agreement in law and in equity) in the event of material breach of this Agreement by the other party, by giving the breaching party at least thirty (30) days from receipt of written notice to cure its breach in all material respects. If the breaching party fails to cure the breach within the period provided, the non-breaching party may terminate this Agreement in its entirety. If the breaching party has reasonably and diligently begun to cure its default within the time period provided by the non-breaching party but such default is incapable of being cured within such time period, the non-breaching party shall afford the breaching party such additional time as may be necessary to diligently and with best efforts cure such default.

B. StoryCorps shall have the right, without prejudice to any other rights that it may have, to terminate this Agreement in its entirety or with respect to certain uses of the Partner, effective immediately, upon written notice to the Partner in the event of (a) the Partner's voluntary bankruptcy under the United States Bankruptcy Code or any successor statute, (b) proceedings for bankruptcy or insolvency are instituted against the Partner by anyone in any legal forum which proceedings are not dismissed within sixty (60) days after institution, (c) the assignment of all or substantially all of the Partner's assets for the benefit of creditors, or (d) all or substantially all of the Partner's assets become subject to levy, seizure, assignment or sale for, or by, any creditor or governmental agency, unless released, satisfied or otherwise resolved within sixty (60) days.

C. Upon termination or expiration of this Agreement, other than due to a breach by the Partner of any provision of this Agreement, the provisions of Section V (Limited Grant), Section VII (Ownership), Section VIII (Release), Section IX (Indemnification), Section X (Termination) and Section XII (Severability), shall survive; provided, however, that StoryCorps shall have the right to terminate the license granted to the Partner in Section VI at any time after the expiration or termination of this Agreement if the Partner breaches any of its obligations under Section VI and/or Section VIII. Upon the occurrence of any such breach, StoryCorps shall deliver written notice to the Partner and the Partner shall immediately cease any use of the Collection and promptly return the Collection to StoryCorps.

D. Upon termination or expiration due to a breach of any provisions of this Agreement by the

Partner, all rights and obligations of the parties hereunder shall terminate, except the provisions of Section VIII (Release), Section IX (Indemnification), and Section XII (Severability) shall survive.

XI. MISCELLANEOUS

This Agreement may only be modified by another written agreement executed by both parties. All notices and communications concerning this Agreement should be sent in writing and sent by U.S. mail, electronic facsimile device, e-mail, courier service, overnight delivery service, or personally delivered to the addresses provided on the signature page. As used in this Agreement, the phrase "including" means

XII. SEVERABILITY.

If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

The Partner has read the above Agreement, including the release, prior to its execution, and is fully familiar with its contents. THE PARTNER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE PARTNER AND STORYCORPS AND SIGNS IT OF HIS OR HER OWN FREE WILL.

(Signature Page Follows)

If you are in agreement with the foregoing, please indicate your acceptance of this Agreement by signing in the space set forth below. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

StoryCorps
80 Hanson Place, 2nd Floor
Brooklyn, NY 11217
Phone: (646) 723-7020
Fax: (646) 723-7026

By: _____

Name: Abby Lesnick

Title: Director, Custom Services

Madison Public Library
201 W. Mifflin Street
Madison, WI 53703
Phone:
Fax:

By: _____

Name: _____

Title: _____

EXHIBIT A: EXAMPLE ONSITE INTERVIEW SCHEDULE

Time	Name of Interviewee	Name of Interviewer	Contact information: Interviewee (email and phone)	Contact information: Interviewer (email and phone)	Notes (any special needs, foreign languages spoken, etc)
8:00AM - 9:00AM	Facilitators arrive, set up recording equipment and processing station. **Partner point person must be present during this time!**				
10:00 AM - 11:00 AM					
11:00 AM - 12:00 PM					
12:00 PM - 1:00 PM					
1:00 PM - 2:00 PM	LUNCH BREAK				
2:00 PM - 3:00 PM					
3:00 PM - 4:00 PM					
4:00 PM - 5:00 PM					
5:00 PM - 6:00 PM	Facilitators break down equipment and processing station. **Partner point person must be present during this time!**				

EXHIBIT B CONFIRM ALL HARD FACTS AND DATES

Preparing the Edited Interview for Public Presentation

Before distributing a story, confirm all hard facts and dates in the story and include a brief introduction.

Recommended Steps:

1) Once the segment is edited, please play it for both participants to confirm that their story is correct.

2) Double check names, spellings, and ages with the participants.

3) Confirm all hard facts and dates mentioned in the story.

Many recordings capture intimate family memories or personal tales, which are subjective. However, hard facts might be misrepresented or remembered incorrectly. Please make sure stories are true to the extent that can be confirmed, and that it's being presented in the clearest way possible.

Example:

If a participant remembers hearing Martin Luther King Jr. speak in your city, in 1963, double check to make sure Dr. King spoke in your city then.

Suggested Resources for Fact Checking:

Consult a local librarian to confirm facts about local history and data.

Local historians, museums, colleges, and newspapers are also quick and easy resources to find information about:

--Military history: confirm years a veteran served and medals s/he won.
--Death records: obituaries in local newspapers verify a date of death.
--Diseases and conditions: consult a doctor or researcher at a local university to learn basic facts about any diseases or conditions described.
--Laws: if a law or significant legal case is referenced, please confirm the details with a law school or other reputable source.
--Famous People: The meeting of famous figure may not be able to be confirmed, but ensure that the famous person referenced was alive at the time.

4) Write a two or three-sentence introduction to ensure that people who listen to the edited piece understand the context and relevant details about the participants and their story. We recommend including a brief summary of the story, the relationship between the participants, and their full names.

Example:
Talyor and Bessie Rogers
"He really talked that night."
Retired Memphis sanitation worker Taylor Rogers and his wife, Bessie, remember Martin Luther King Jr.'s final speech.
Recorded in Memphis, TN.

EXHIBIT C: STORYCORPS RELEASE

1. Introduction. I, _____, am a participant in StoryCorps, Inc. ("StoryCorps"). I understand that StoryCorps is a nationwide initiative to record and collect oral history interviews. I understand that one recording of my interview (the "Interview") shall remain with me, and that StoryCorps shall retain a second copy of the Interview, which shall become part of an archive at the American Folklife Center at the Library of Congress that shall evolve into an oral history of America and may provide additional copies to its licensees. I understand that StoryCorps intends to retain the Interview as part of this permanent archive.

2. Transfer of Rights. In consideration of the recording and preservation of the Interview, conducted on or about the date set forth below, I hereby relinquish and transfer to StoryCorps all title and property rights that I have or may be deemed to have in the Interview throughout the world. I understand that these rights include without limitation all rights, title and interest in any copyright, pursuant to United States copyright laws and the laws of any other applicable jurisdiction throughout the world. I understand that my conveyance of copyright encompasses the exclusive rights of reproduction, distribution, and preparation of derivative works, as well as all renewals and extensions. I understand that StoryCorps may assign, license and sublicense these rights to other entities without further approval on my part.

3. Use of Interview. I understand that StoryCorps may, without further approval on my part, exhibit, distribute, edit, reproduce, publish, publicly perform, publicly display and broadcast the Interview, or any portion thereof, **in all media, including but not limited to: radio, television, compact disc, in print, and on the Internet, as well as any successor technologies, whether now existing or hereafter developed.**

4. Use of Likeness, Etc. I agree that StoryCorps and its licensees may use my name, voice, photographic likeness and biographical story in connection with the exhibition, reproduction, distribution, publication, public performance, public display, broadcast, and promotion of StoryCorps, without further approval on my part.

5. Release. Without further approval on my part, I release StoryCorps and its employees, directors, officers, agents, licensees, successors and assigns (including but not limited to the Library of Congress) (the "Released Parties") from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including but not limited to libel, invasion of privacy, obscenity and copyright infringement, which I now have, have ever had or may hereafter have against the Released Parties relating in any way to the use and/or content of the Interview.

6. Indemnification. I agree to indemnify and hold harmless StoryCorps and its employees, directors, officers, agents, licensees, successors and assigns (including but not limited to the Library of Congress) from and against all third party claims (including but not limited to claims for defamation, invasion of privacy, or right of publicity), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to the use and/or content of the Interview.

7. Governing Law. This release shall be governed by, and construed in accordance with, the internal law of the State of New York, without regard to conflicts of laws.

8. Severability. If any provision of this release is determined to be illegal or unenforceable, that provision shall be severed from this release, and such severance shall have no effect upon the enforceability of the remainder of this release.

I understand that StoryCorps intends to rely on this release, and therefore understand that it is permanent and irrevocable. I have read the above release, authorization and agreement, prior to its execution, and am fully familiar with its contents. I am aware that this is a release of liability and a contract between me and StoryCorps and I sign it of my own free will.

AGREED AND ACCEPTED:

Signature _____ Date _____
(month/day/year)

Printed name_____

Address _____

City _____ State _____ Zip_____

Telephone_____ Email _____

IF PARTICIPANT IS A MINOR:

Signature of parent or guardian _____ Date_____
(month/day/year)

Printed name of parent or guardian_____

EXHIBIT D: PERMISSIBLE USES OF THE COLLECTION

Permitted uses of the Collection shall be for:

1. Educational and/or research purposes.

2. Broadcast of Edited Segments and Produced Audio Segment on the Partner's website in a non-downloadable format or as a Podcast.

3. Use in a public listening station operated at any site owned or maintained by the Partner, provided that listeners shall not be permitted to make copies of the interviews or portions of the interviews.

4. Use of the Collection or Edited Segments or Produced Audio Segment in exhibitions displayed at sites owned or maintained by the Partner.

5. Creation of a compilation CD using Edited Segments or Produced Audio Segments provided that:

    a. StoryCorps' name or logo is not used in such a way that it appears the CD was created or endorsed by StoryCorps;

    b. A copy is provided to StoryCorps;

    c. The CD cannot be sold. The CD may however, be distributed as a gift or as a gift/premium for a fundraiser to support the nonprofit mission of the Partner;

    d. If the CD contains Edited Segments or Produced Audio Segment, which make up less than 30% of the material on the CD, the CD may be sold *provided that* the selection of interviews is approved by StoryCorps and that the proceeds from the sale are only used to support the nonprofit mission. CD's may never be sold to support a commercial purpose or a for-profit company; and

    e. Partner credits StoryCorps with the following language or alternative language approved by StoryCorps, "Produced by [INSERT NAME OF PRODUCER] with interviews recorded by StoryCorps, a national nonprofit whose mission is to provide Americans of all backgrounds and beliefs with the opportunity to record, share, and preserve the stories of our lives www.storycorps.org."

6. Creation of a book or other publication using transcripts of Edited Segments or Produced Audio Segment provided that:

    a. StoryCorps' name or logo is not used in such a way that it appears that the publication was created or endorsed by StoryCorps.

    b. The Partner provides StoryCorps with a copy of the publication.

    c. The publication cannot be sold. The publication may however, be distributed as a gift or used as a gift/premium for a fundraiser to support the nonprofit mission of the Partner.

d. If the publication contains transcripts, which make up less than 30% of the publication, the publication may be sold *provided that* the selection of interviews is approved by StoryCorps and the proceeds from the sale are only used to support the nonprofit mission of the Partner. Publications may never be sold to support a commercial purpose or a for-profit company.

7. Partner with public, local radio stations to broadcast Interviews. If the Partner intends to partner with a radio station that has a national audience, the Partner must first obtain written approval from StoryCorps.

8. All other requests for usage by the Partner shall be reviewed by StoryCorps on a case-by-case basis.