

## STORYCORPS @ YOUR LIBRARY ARCHIVE AGREEMENT

THIS AGREEMENT (this "Agreement"), entered as of the 17th day of March, 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 The CITY OF NORTH MIAMI PUBLIC LIBRARY (the "Institution") (individually, each is a "party" and collectively, the "parties") on this 3<sup>rd</sup> day of April, 2015 ("Effective Date").

WHEREAS, the American Library Association ("ALA") and StoryCorps received a grant from the Institute of Museum and Library Sciences ("IMLS") to implement the "StoryCorps @ your library" program (the "Program") in ten (10) libraries in the United States of America;

WHEREAS, the Institution wishes to participate in the Program, and submitted an application (the "Application") to the ALA to participate in the Program;

WHEREAS, the Application provided certain requirements of the Program, including, among other things, that the Institution will expend grant funds received from StoryCorps and/or the IMLS for Program-related expenses, the Institution will guarantee a substantive volunteer or staff corps who will be able to record and process interviews recorded through the Program, and the Institution will record and archive a minimum of forty (40) interviews according to StoryCorps training guidelines and methodology;

WHEREAS, the Institution was selected by StoryCorps as a participant in the Program;

WHEREAS, as a participant in the Program, the Institution will work with StoryCorps to record and archive oral histories that will be accessible to the public;

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties and the mutual covenants and agreements contained herein, and in reliance upon the recitals, 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 the Institution and 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 Institution using the Released Interview Files, but explicitly exclude the textual transcript, or excerpts thereof, of any Released Interview that the Institution provides to StoryCorps under the terms of this Agreement.

"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 be combined with other sources to uniquely identify the interviewee, including proper name, telephone number, mailing address, or e-mail address.

**“Producer”** refers to the authorized employee or agent of the Institution that compiles, edits and/or posts any portion of a Released Interview on a public forum, including the Institution’s website.

**“Release”** means the contractual release signed by an interview participant in connection with an interview conducted by StoryCorps.

**“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.

## **II. LICENSE GRANT AND OWNERSHIP**

- A. StoryCorps grants to the Institution a non-exclusive, royalty-free revocable license to reproduce, display, publicly perform, make derivative works from and distribute the Collection for non-commercial, programmatic purposes only, which programmatic purposes are described on Exhibit A, and in accordance with the other terms and conditions of this Agreement. This non-exclusive license does not include the right to sublicense.
- B. StoryCorps grants to the Institution a non-exclusive, royalty-free revocable license to use, for the sole purpose of producing the Collection, certain guides, materials, and equipment that StoryCorps may from time to time provide to the Institution. For the removal of doubt, this non-exclusive license does not include the right to sublicense.
- C. StoryCorps grants to the Institution access to StoryCorps’ proprietary interview database, the “Interview Information System” (“IIS”), for the limited purposes of: (1) uploading the Collection to the IIS; (2) exporting the following data, and no other data, from the Collection as uploaded to the IIS to the Institution’s catalogue of publicly available materials: Interview ID, Interview Date, Interview Description, Storyteller Name 1, Storyteller Name 2, Interviewer Name 1, Interviewer Name 2, Language(s), Keyword – General, Keyword – People, Keyword – Places. The Institution may not access the IIS for any purpose other than the purposes described in this paragraph without the advance written consent of StoryCorps. The Institution’s access to the IIS may be further limited by StoryCorps upon expiration or termination of this Agreement, or as otherwise provided in this Agreement.

- D. Excerpts of Released Interviews, regardless of where distributed, (each, an "Edited Segment") must be:
1. if posted on the Internet, in a format that users are unable to download but that permits Internet streaming of the Edited Segment;
  2. three (3) to eight (8) minutes in duration;
  3. cohesive, telling a particular story or sticking to a defined theme;
  4. representative of the substance, structure and feel of the Released Interview;
  5. presented in a manner that shows care and an intent to honor the source material; and
  6. subject of a commercially reasonable degree of fact checking by the Producer or Institution.
- E. StoryCorps may request that the Institution cease using an Edited Segment if StoryCorps finds that the Edited Segment is substantially factually inaccurate. Upon such request, the Institution must promptly cease all use of the Edited Segment, including by removing such Edited Segment from any website and archive within five (5) business days of such request.
- F. If either the Institution 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 Institution, the Institution will, upon written request from StoryCorps, cease use of such interview or portion thereof.

### **III. GENERAL RESTRICTIONS ON USE OF THE COLLECTION**

- A. The Institution acknowledges that the Collection includes contact information for interview participants, including full name, age, mailing addresses, telephone numbers and e-mail addresses) ("Personally Identifiable Information"). The Institution (i) shall not share any Personally Identifiable Information with anyone other than employees of the Institution and StoryCorps staff on a need-to-know basis; (ii) shall not use any Personally Identifiable Information in derivative works created by the Institution; and (iii) shall take all steps necessary to maintain the confidentiality of Personally Identifiable Information contained in the Collection. For the avoidance of doubt, a researcher must obtain the prior written consent of StoryCorps to obtain or use Personally Identifiable Information.
- B. The Institution acknowledges that it will be provided with a password and username to StoryCorps' IIS system (the "IIS Login Information") to access the IIS for the purposes described in Section II of this Agreement. The Institution

shall take all steps necessary to maintain as confidential the IIS Login Information.

- C. Full-length Released Interviews may not be posted or broadcasted on the Institution's website, any website maintained by the Institution or any third party website without the prior written consent of StoryCorps, in StoryCorps' sole discretion. Full-length Released Interviews may only be posted or broadcast by the Institution in such a manner that the Released Interviews can only be listened to by persons physically present at the Institution's facility located at 835 NE 132<sup>nd</sup> Street, North Miami, FL 33161.

#### **IV. OWNERSHIP**

- A. The Institution hereby acknowledges and agrees that: (a) the Collection and any derivative works shall be "works made for hire" as defined in the Copyright Act of 1976 (U.S.C. §101) and shall be, at the instant of creation or expression, the sole property of StoryCorps; (b) nothing in this Agreement shall give the Institution any right, title or interest in the Collection or any portion thereof, other than the right to use the Collection in accordance with this Agreement; and (c) its license to use the Collection is entirely contingent upon the permission of StoryCorps and may be revoked at any time for any action not in accordance with this Agreement.
- B. Notwithstanding the foregoing subsection A., to the extent that the Institution nevertheless holds or is deemed to hold any right, title or interest in the Collection and any derivative works, including all rights, title and interest in any copyright pursuant to United States copyright laws, the Institution hereby fully transfers and assigns any such right, title or interest to StoryCorps, and acknowledges and agrees that all such rights shall remain in their entirety in StoryCorps, and waives any and all rights or interest of any kind therein including any moral rights.
- C. The Institution hereby acknowledges that: (i) as between StoryCorps and the Institution, 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 Institution 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.

- D. StoryCorps hereby acknowledges that: (i) as between StoryCorps and the Institution, the Institution's trademarks, the Institution's trade secrets and the Institution's trade dress are owned solely and exclusively by the Institution; (ii) nothing contained in this Agreement shall give to StoryCorps any right, title or interest in the Institution's trademarks, the Institution's trade secrets and/or the Institution's trade dress; and (iii) the goodwill associated with any party's use of the Institution's trademarks shall inure solely to the benefit of the Institution.
- E. Except as otherwise permitted in this Agreement, any use by a party of another party's trademarks for the promotion of the Collection must be approved in writing by such party prior to such use. Acceptance or denial of the request shall be provided within ten (10) business days.
- F. The Institution may utilize the services of a third party for the purpose of producing derivative works from the Collection, provided that the credit described in Section V is displayed prominently in or on the work and provided further that any such third party shall have no further rights to use, reproduce, display or publicly perform the derivative work or any portion of the Released Interview File.

## V. CREDITS

The Institution acknowledges and agrees that each time it displays any Released Interview File or produces any work (including a Derivative Work) that incorporates any portion of the Collection, the Institution shall include and prominently display on any such work the following credit to StoryCorps:

"Produced by [NAME OF PRODUCER] with interviews collected as part of StoryCorps @ your library, a project of the American Library Association and StoryCorps. Funding for StoryCorps @ your library is provided by the Institute of Museum and Library Services."

## VI. WEBSITE LINK

If the Institution uses any portion of the Collection on the Institution's website or advertises its relationship with StoryCorps on its website, the Institution must include and prominently display the following link: [www.storycorps.org](http://www.storycorps.org). StoryCorps reserves the right to preview and approve any reference to the Collection (including any portion thereof) or StoryCorps used on the Institution's website.

## VII. RELEASE

Without further approval on StoryCorps' or the Institution's part, the Institution hereby 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 Institution now has, has ever had or may hereafter have against the Released Parties relating in any way to the use and/or content of the Collection.

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.

AGREED AND ACCEPTED:

StoryCorps

80 Hanson Place, 2nd Floor

Brooklyn, NY 11217

Phone: (646) 723-7020

Fax: (646) 723-7026

By: \_\_\_\_\_

Name: Virginia Millington

Title: Director, Recording and Archive

City of North Miami, Public Library

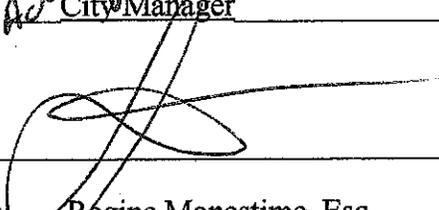
ADDRESS: 835 NE 132<sup>nd</sup> Street, North Miami, FL 33161

PHONE: (305) 891-5535

By:  \_\_\_\_\_

Name: Aleem A. Ghany

Title: City Manager

By:  \_\_\_\_\_

Name: Regine Monestime, Esq.

Title: City Attorney

By:  \_\_\_\_\_

Name: Michael A. Etienne, Esq.

Title: City Clerk

## Exhibit A:

### Permissible Programmatic Uses of the Released Interviews

- A. Permitted uses of the Released Interviews shall be for:
1. Educational and/or research purposes.
  2. Broadcast of Edited Segments of the Released Interviews on the Institution'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 Institution, provided that listeners shall not be permitted to make copies of the interviews or portions of the interviews. If indices of the contents cannot be obtained from StoryCorps, the Institution has permission to create and maintain such indices itself.
  4. Use of the Released Interview, or Edited Segments, in exhibitions displayed at sites owned or maintained by the Institution.
  5. Creation of a compilation CD using Edited 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 Institution.
    - d. If the CD contains Edited Segments, which make up less than 30% of the material on the CD, the CD may be sold *provided that* the proceeds from the sale are only used to support the nonprofit mission of the Institution. CD's may never be sold to support a commercial purpose or a for-profit company.
  6. Creation of a book or other publication using transcripts of Edited Segments 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. StoryCorps approves the interviews that shall be used in the publication.

- c. The Institution provides StoryCorps with a copy of the publication.
  - d. 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 Institution.
  - e. If the publication contains Edited Segments, which make up less than 30% of the publication, the publication may be sold *provided that* the proceeds from the sale are only used to support the nonprofit mission of the Institution. 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 Institution intends to partner with a radio station that has a national audience, the Institution must first obtain written approval from StoryCorps.
8. All other requests for usage by the Institution shall be reviewed by StoryCorps on a case-by-case basis.