



34819

## STORYCORPS ONSITE SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), entered as of the 25<sup>th</sup> day of October 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 the Long Beach Public Library ("Partner") (individually, each is a "party" and collectively, the "parties") on this 25<sup>th</sup> day of October, 2017 ("Effective Date").

WHEREAS, the Partner understands 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" means onsite recording service.

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

"Participant" means any person that records an Onsite Interview under this Agreement.

"Person" means any natural person or entity.

"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, Released Interview, and corresponding participant photograph, if taken.

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

## II. PROJECT DESCRIPTION AND GENERAL SERVICES

- A. StoryCorps will record up to fifteen (15) Onsite Interviews on November 16, 17, 18, 2017 at the Michelle Obama Neighborhood Library, located at 5870 Atlantic Avenue, Long Beach, CA 90805.
- B. StoryCorps personnel conducting the Onsite Interviews will work a maximum of eight (8) hours per day. A full eight-hour interview day includes: five (5) 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 eight-hour day.
- C. The 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. The Release also gives StoryCorps permission to use the Onsite Interviews in the following ways, including without limitation, broadcast clips of that participant's Onsite Interview on public radio, produce StoryCorps animations, and use in StoryCorps' public archive and programming.
- D. StoryCorps will provide each participant with a digital file of their Onsite Interview, or another delivery method specified by StoryCorps. A copy of the Released Interview materials recorded under this Agreement 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. Partner and StoryCorps will mutually identify one (1) Released Interview for production. StoryCorps shall provide one (1) professionally edited segment ("Produced Audio Segment") from each designated Released Interview to the Partner according to the following terms, and in accordance with Section VII hereunder.
  1. Partner and StoryCorps will have an initial phone consultation to determine the themes and storyline for each Produced Audio Segment.
  2. StoryCorps will electronically deliver a rough cut of the one (1) Produced Audio Segments to the Partner for review within six (6) weeks of designation of an applicable Released Interview for production.
  3. Partner should confirm that any hard facts mentioned in the story are accurate as set forth in Exhibit B.
  4. Upon receiving the final Produced Audio Segment, the Partner is encouraged to share the Produced Audio Segment with the Released Interview participant before sharing it publicly as a courtesy.
  5. Partner will include the credit to StoryCorps set forth in Section V.B. for any use of the Produced Audio Segment as described in this Agreement.

## 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 will digitally deliver the Released Interview Files to the Partner.

#### 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, "These interviews are provided courtesy of StoryCorps, a national nonprofit whose mission is preserve and share humanity's stories in order to build connections between people and create a more just and compassionate world. [www.storycorps.org](http://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 set forth under Section V.B or alternative language approved by StoryCorps;
    - 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 Emily Hsiao, Manager, Custom Services, who can be reached by phone at (646) 723-7020 Ext. 206, or by e-mail at [ehsiao@storycorps.org](mailto:ehsiao@storycorps.org).
- B. The primary contact at the Partner is Jennifer Songster, Branch Librarian, Mark Twain Neighborhood Library, who can be reached by phone at (562) 570-1046, or by email at [jennfer.songster@lbpl.org](mailto:jennfer.songster@lbpl.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](http://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.

## 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), Section XII (Governing Law) and Section XIII (Severability), shall survive; provided, however, that StoryCorps shall have the right to terminate the license granted to the Partner in Section V at any time after the expiration or termination of this Agreement if the Partner breaches any of its obligations under Section V and/or Section VII. 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), Section XII (Governing Law) and Section XIII (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 “including, but not limited to.”

## **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.

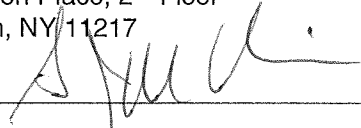
*(Signature Page Follows)*

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, 2<sup>nd</sup> Floor  
Brooklyn, NY 11217

By: 

Name: Sharyanne McSwain

Title: Chief Financial and Administrative Officer

*City of Long Beach, a municipal corporation*  
**Long Beach Public Library**  
101 Pacific Avenue  
Long Beach, CA 90822

By: 

Name: Patrick H. West

Title: City Manager

*Tom Modica*  
**Assistant City Manager**

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

11-6, 2017

CHARLES PARKIN City Attorney

By:   
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

**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. <b>Partner point person must be present during this time!</b>				
9:00 AM - 10:00AM					
10:00 AM - 11:00 AM					
11:00 AM - 12:00 PM					
12:00 PM - 1:00 PM	LUNCH BREAK				
1:00 PM - 2:00 PM					
2:00 PM - 3:00 PM					
3:00 PM - 4:00 PM	Facilitators break down equipment and processing station. <b>Partner point person must be present during this time!</b>				



## **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 they can be confirmed, and that they are 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 at that time.

#### 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 the 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: it may not be possible to confirm the meeting of a famous figure, but please ensure 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:

Taylor 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



STORYCORPS GENERAL RELEASE FORM

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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") will remain with me, and that StoryCorps will retain a second copy of the Interview, which will become part of an archive at the American Folklife Center at the Library of Congress that will 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 provision to me of a copy 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 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 will 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.**

ACCEPTED AND AGREED:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

IF PARTICIPANT IS A MINOR

I understand that my child or ward has engaged or will engage in an Interview, as defined above, with StoryCorps. I accept and agree to the terms of this release on my own behalf, and on behalf of my child or ward.

Signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_

Printed name of parent or guardian \_\_\_\_\_

## **EXHIBIT D: PERMISSIBLE USES OF THE COLLECTION**

Permitted uses of the Collection, Edited Segments, and Produced Audio Segment shall be for:

1. Educational and/or research purposes.
2. Use Edited Segments on the Partner's website in a non-downloadable, stream-only format.
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 download or make copies of the Released Interviews or portions of the Released Interviews.
4. Use of the Collection, Edited Segments, or Produced Audio Segments in exhibitions or displayed at sites owned or maintained by the Partner.
5. 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.
6. All other requests for usage by the Partner shall be reviewed by StoryCorps on a case-by-case basis.