



## STORYCORPS RECORDING SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), entered into as of the date of last signature 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 Texas A&M University ("University") (individually, each is a "Party" and collectively, the "Parties") on this 25th day of September, 2017 ("Effective Date").

WHEREAS, University understands that StoryCorps is a national organization dedicated to recording and collecting oral history interviews;

WHEREAS, University wishes to host StoryCorps MobileBooth and Onsite Recording service, as defined herein;

WHEREAS, StoryCorps will provide University with custom recording and production services, and a speaking presentation in accordance to the terms set forth under this Agreement; and

WHEREAS, University shall pay StoryCorps for such services.

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 University using the Released Interview Files. Derivative Works do not include the textual transcript, or excerpts thereof, of any Released Interview that University provides to StoryCorps under the terms of this Agreement.

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

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

"Onsite Recording" means the service provided by StoryCorps personnel recording the interviews of individual participants at a location other than StoryCorps MobileBooth.

"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 B.

"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.

"StoryCorps MobileBooth" means a sound-proof, mobile recording studio housed in a trailer of the type depicted on Exhibit E attached hereto.

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

## II. PROJECT DESCRIPTION AND GENERAL SERVICES

- A. StoryCorps staff member(s) will visit University's campus located at 400 Bizzell Street, College Station, TX 77843 on September 25, 26, and 27, 2017 to meet with key University stakeholders for the purposes of planning and scheduling the services under this Agreement.
- B. On September, 26, 2017, StoryCorps staff member(s), as designated by StoryCorps, will deliver one (1) in-person presentation for a maximum of up to 300 persons on StoryCorps' mission and interview model and techniques (the "StoryCorps Presentation").
- C. The StoryCorps MobileBooth will be parked in a space agreed upon by both Parties, and in accordance with Section V (University Obligations) near the campus located at 400 Bizzell Street, College Station, TX 77843 (the "Site"), starting on November 1<sup>st</sup> through November 5<sup>th</sup> 2017 (the "MobileBooth Recording Dates").
- D. Facilitators trained and certified by StoryCorps ("Facilitators") will collect up to a total of twenty-five (25) Interviews during the MobileBooth Recording Dates in the StoryCorps MobileBooth at the Site.
- E. StoryCorps will record up to twenty (20) Onsite Interviews over the course of four (4) consecutive recording dates during the period between December 2017 through April 2018 (the "Onsite Interview Dates"), on dates mutually determined by both Parties. University agrees to provide StoryCorps at least sixty (60) days advance notice and approval prior to scheduling the Onsite Interview Dates.
- F. StoryCorps personnel conducting the Interviews will work a maximum of eight hours per day. A full eight-hour interview day includes: five 40-minute interview appointments, a one-hour lunch break, and one hour each for set-up and closure.
- G. The participants will be asked to sign a Release after the Interview is finished. If the Release is signed, StoryCorps will retain a copy of the 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 Interviews in the following ways, including without limitation, broadcast clips of that participant's Interview on public radio, produce StoryCorps animations, and use in StoryCorps public archive and programming.
- H. StoryCorps will provide each participant with a digital file of their Interview, or another delivery method specified by StoryCorps. A copy of the Released Interview materials recorded during the MobileBooth Recording Dates and Onsite Interview Dates, may be archived by University and used for programmatic purposes in accordance with this Agreement.
- I. University and StoryCorps will mutually identify fifteen (15) Released Interviews for production. StoryCorps shall provide one (1) professionally edited segment ("Produced Audio Segment") from each designated Released Interview to University according to the following terms, and in accordance with Section VIII hereunder.

1. University 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 each of the fifteen (15) Produced Audio Segments to University for review within six (6) weeks of designation of an applicable Released Interview for production.
3. StoryCorps will provide University the option to exercise a maximum of up to three (3) rounds of editing for each Produced Audio Segment. Each round of editing will be limited to minor editorial changes requested by University. Any additional round of editing will be charged at an hourly fee of one hundred dollars (\$100). Any substantive editorial change and/or revision requested by University, including without limitation significant changes to a storyline or changing the Released Interview selected for production of a Produced Audio Segment, will be charged at an additional fee that will be mutually agreed upon by both parties. The fees and amounts set forth in this Section II.1.3. shall be incurred and calculated separately from the Fee set forth in Section III (Fees and Expenses).
4. University should confirm that any hard facts mentioned in the story are accurate as set forth in Exhibit A.
5. Upon receiving the final Produced Audio Segment, University is encouraged to share the Produced Audio Segment with the Released Interview participant(s) before sharing it publicly as a courtesy.
6. University will include the credit to StoryCorps set forth in Section VI.B. for any use of the Produced Audio Segment as described in this Agreement.

### III. FEES AND EXPENSES

University shall pay all of the fees and amounts according to the fee schedule set forth in Exhibit C. If University terminates this Agreement for any reason after execution, University shall still be obligated to pay the Initial Payment amount specified in Exhibit C.

### IV. STORYCORPS OBLIGATIONS

- A. StoryCorps shall provide the following under this Agreement:
  1. Two (2) Facilitators, who shall handle all recording aspects of the Interviews.
  2. All audio and photographic equipment necessary to record Interviews and take photographs of the participants.
  3. The StoryCorps MobileBooth and all related equipment, in good, clean, and safe working order sufficient to make broadcast-quality recordings.
  4. Customized signage on the MobileBooth with logo provided by University on both sides and the back of the MobileBooth during the MobileBooth Recording Dates at the Site. Attached hereto as Exhibit E is a depiction of the StoryCorps MobileBooth with signage set forth substantially in the manner that the StoryCorps MobileBooth will display University's signage.
- B. StoryCorps will digitally deliver the Released Interview Files to University.

## V. UNIVERSITY OBLIGATIONS

In addition to any other obligation of University set forth in this Agreement:

- A. University shall be responsible for parking permits, related to StoryCorps travel under this Agreement, and shall be responsible for securing any locations for meetings at University's campus set forth in Section II. All other travel costs and expenses incurred by StoryCorps are included in the Fee set forth in Exhibit C.
- B. University shall provide the following for the StoryCorps Presentation: (i) presentation location, parking and permits for StoryCorps staff member(s), (ii) a projector, microphone and adequate sound system to play audio files, and other technical needs that may be requested by StoryCorps, and (iii) access to the presentation location at least one (1) hour in advance of StoryCorps Presentation time to test the sound and any audio visual system(s), and University shall be responsible for any costs and expenses associated, with such fees being included in the Fee set forth in Exhibit C.
- C. University agrees that no portion of the StoryCorps Presentation, including any materials provided to attendees, is to be reproduced, including though not limited to the reproduction by broadcasting, videotaping, photographing or tape-recording without the written permission of the StoryCorps.
- D. University shall provide the following for the MobileBooth Recording Dates:
  - 1. Registration, permits, and all fees associated with parking the StoryCorps MobileBooth at the Site.
  - 2. Power supply for the MobileBooth, which requires two (2) separate, dedicated 110V, 30-amp circuits with nothing else drawing on them.
  - 3. A location at the Site that can accommodate the StoryCorps MobileBooth in accordance with the following specifications: (i) height: nine (9) feet and seven (7) inches; (ii) width: eight (8) feet and five (5) inches; (iii) length: twenty-six (26) feet and one (1) inch; and weight of approximately six thousand (6,000) pounds.
- E. University shall provide a quiet room with at least one (1) table, a minimum of three (3) chairs, and electrical outlets for the Onsite Interview Recordings.
- F. University shall be responsible for all scheduling and filling of appointment slots consistent with Section II for all Interviews recorded under this Agreement.
- G. University shall provide a point person to liaise with StoryCorps leading up to and during the MobileBooth Service and Onsite Interview Recording Service.
- H. University shall provide a clean, safe environment, free from harassment, for the StoryCorps personnel to perform their work.

## VI. LIMITED GRANT

- A. StoryCorps grants to University a non-exclusive, non-transferrable, 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, University 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 to 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. University 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"). University (i) shall not share any Contact Information with anyone other than employees of University 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 University 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 be posted on University's website or any website owned, operated or maintained by University in a non-downloadable, stream-only format.
3. Excerpts of Released Interviews, regardless of where distributed, (each an "Edited Segment") must be:
  - a. accompanied by credit language set forth under VI.B. or alternative language approved by StoryCorps, "Produced by StoryCorps. [www.storycorps.org](http://www.storycorps.org)"
  - b. if posted on the Internet, in a non-downloadable, stream-only format;
  - 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 A.
4. StoryCorps may request that University cease using an Edited Segment if StoryCorps finds that the Edited Segment is substantially factually inaccurate. Upon such request, University 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 University 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 University, StoryCorps strongly encourages University to cease use of such interview or portion thereof.

University shall not use any of the Produced Audio Segments, the Released Interviews or any corresponding participant photographs, in whole or in part, in a manner that would imply any endorsement, advertisement, or sponsorship of any University or third party product or service. The Produced Audio Segments are being

provided "as is" and University will not edit or modify any Produced Audio Segment, in any manner, without prior approval from University.

6. University may not use the Produced Audio Segments, Released Interviews or any corresponding participant photographs, in whole or in part, for any commercial purpose, including but not limited to sublicensing to third parties for direct financial consideration or selling copies of the Produced Audio Segments, Released Interviews or any portion thereof, to third parties.

## VII. CONTACT INFO

- A. The primary contact at StoryCorps is Michelle Bova, Associate Director of Custom Services who can be reached by phone at (646) 723-7020 Ext. 12 or by email at [mbova@storycorps.org](mailto:mbova@storycorps.org).
- B. The primary contact at University is Amy B. Smith, Senior Vice President, Chief Marketing and Communications Officer who can be reached by phone at (979) 458-1729 or by email at [amy.b.smith@tamu.edu](mailto:amy.b.smith@tamu.edu).

## VIII. OWNERSHIP

- A. University hereby acknowledges that all title and literary property rights in the Interviews, any Released Interview Files, Produced Audio Segments, and any Derivative Works thereof, remain in their entirety with StoryCorps. Furthermore, University understands that these rights include all rights, title and interest in any copyright, pursuant to United States copyright laws. University 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 University shall be obtained through a separate letter of agreement.
- B. University hereby acknowledges that: (i) as between StoryCorps and University, 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 University 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 University University's trademarks, University's trade secrets and University's trade dress are owned solely and exclusively by University; (ii) nothing contained in this Agreement shall give to StoryCorps any right, title or interest in University's trademarks, University's trade secrets and/or University's trade dress; and (iii) the goodwill associated with any party's use of University's trademarks shall inure solely to the benefit of University.
- D. If University promotes this relationship with StoryCorps on its website, University 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 University's website.

## IX. INTENTIONALLY OMITTED.

## X. INDEMNIFICATION

To the extent permitted by the Constitution and laws of the State of Texas, University agrees to indemnify, hold harmless, and defend at University'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 University's use and/or content of the Interviews.

## **XI. 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 University, effective immediately, upon written notice to University in the event of (a) University's voluntary bankruptcy under the United States Bankruptcy Code or any successor statute, (b) proceedings for bankruptcy or insolvency are instituted against University 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 University's assets for the benefit of creditors, or (d) all or substantially all of University'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 University of any provision of this Agreement, the provisions of Section VI (Limited Grant), Section VIII (Ownership), Section IX (Release), Section X (Indemnification), Section XI (Termination), Section XIII (Governing Law) and Section XIV (Severability), shall survive; provided, however, that StoryCorps shall have the right to terminate the license granted to University in Section VI at any time after the expiration or termination of this Agreement if University 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 University and University 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 University, all rights and obligations of the parties hereunder shall terminate, except the provisions of Section IX (Release), Section X (Indemnification), Section XIII (Governing Law) and Section XIV (Severability) shall survive.

## **XII. 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."

## **XIII. INTENTIONALLY OMITTED**

## **XIV. 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.

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

**XV. DELINQUENT CHILD SUPPORT OBLIGATIONS.**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement be included in this Contract, which is certified by the signatory of the vendor hereto: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**XVI. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE.**

Pursuant to Section 2252.903, *Texas Government Code*, StoryCorps agrees that any payments owing to StoryCorps under this Agreement may be applied directly toward certain debts or delinquencies that StoryCorps owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**XVII. FRANCHISE TAX CERTIFICATION.**

If StoryCorps is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then StoryCorps certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that StoryCorps is exempt from the payment of franchise (margin) taxes.

**XVIII. TAX EXEMPT STATUS:**

As an agency of the State of Texas, TAMU is tax exempt. Tax exemption certification will be furnished upon request.

**XIX. PUBLIC INFORMATION.**

(a) StoryCorps acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon University's written request, StoryCorps will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access.

(c) StoryCorps acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

**XX. LOSS OF FUNDING.**

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, University will issue written notice to StoryCorps and University may terminate this Agreement without further duty or obligation hereunder. StoryCorps acknowledges that appropriation of funds is beyond the control of University.

**XXI. STATE AUDITOR'S OFFICE.**

StoryCorps understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. StoryCorps agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. StoryCorps will include this provision in all contracts with permitted subcontractors.

**XXII. NON-WAIVER.**

StoryCorps expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**XXIII. DISPUTE RESOLUTION.**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and StoryCorps to attempt to resolve any claim for breach of contract made by StoryCorps that cannot be resolved in the ordinary course of business. StoryCorps shall submit written notice of a claim of breach of contract under this Chapter to University Contracts Officer of Texas A&M University, who shall examine StoryCorps's claim and any counterclaim and negotiate with StoryCorps in an effort to resolve the claim.

**XXIV. CONFLICT OF INTEREST.**

By executing this Agreement, STORYCORPS and each person signing on behalf of STORYCORPS certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**XXV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.**

By executing this Agreement, the STORYCORPS certifies it does not and will not, during the performance of this contract, boycott Israel. STORYCORPS acknowledges this Agreement may be terminated if this certification is inaccurate.

**XXVI. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS.**

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, STORYCORPS certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. STORYCORPS acknowledges this Agreement may be terminated if this certification is inaccurate.

**XXVII. INSURANCE**

Insurance shall be provided by StoryCorps as described in Exhibit F, attached hereto.

*(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 of the last party to sign below.

**StoryCorps, Inc.**

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

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

Name: Sharyanne McSwain

Title: Chief Financial and Administrative Officer

Date: 9/22/2017

**Texas A&M University**

400 Bizzell Street  
College Station, TX 77843  
(979) 845-3211

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

Name: **ROBERT C. BOUNDS**  
**DIRECTOR, PROCUREMENT SERVICES**

Title: \_\_\_\_\_

Date: 9.22.2017

## EXHIBIT A: 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 B: 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") 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 C: FEES**

University shall pay all of the following fees and amounts within ten business (10) days of receipt of an invoice from StoryCorps:

**Flat Fee.** In connection with all associated work for recording up to forty-five (45) Interviews over the course of nine (9) days and for delivering fifteen (15) Produced Audio Segments, and for delivering a presentation to a group of communicators University shall pay a flat fee (the "Fee") to StoryCorps of one hundred and twenty thousand dollars (\$120,000) **according to the following schedule:**

- 25% (\$30,000) to be paid upon execution of this Agreement (the "Initial Payment").
- 25% (\$30,000) to be paid by November 30, 2017.
- 50% (\$60,000) to be paid upon receipt of all materials related to the Agreement on a date no later than May 30, 2017.

**If University terminates this Agreement for any reason after execution, University shall still be obligated to pay the Initial Payment (\$30,000).**

## EXHIBIT D: PERMISSIBLE USES OF THE COLLECTION

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

1. Educational and/or research purposes, including in internal and external seminars, conferences and presentations delivered by the University at third party location(s).
2. Use on University's website and social media sites owned, operated and maintained by University in a non-downloadable, stream-only format.
3. Use in a public listening station or exhibitions at any site owned, operated or maintained by University, provided that listeners shall not be permitted to make copies of the Collection, Edited Segments or Produced Audio Segments, or any portions thereof.
4. Use in conjunction with a special event or presentation on University grounds by University in accordance to the terms and conditions set forth under this Agreement.
5. All other requests for usage by University shall be reviewed by StoryCorps on a case-by-case basis.

**EXHIBIT E: MOBILEBOOTH PICTURE**

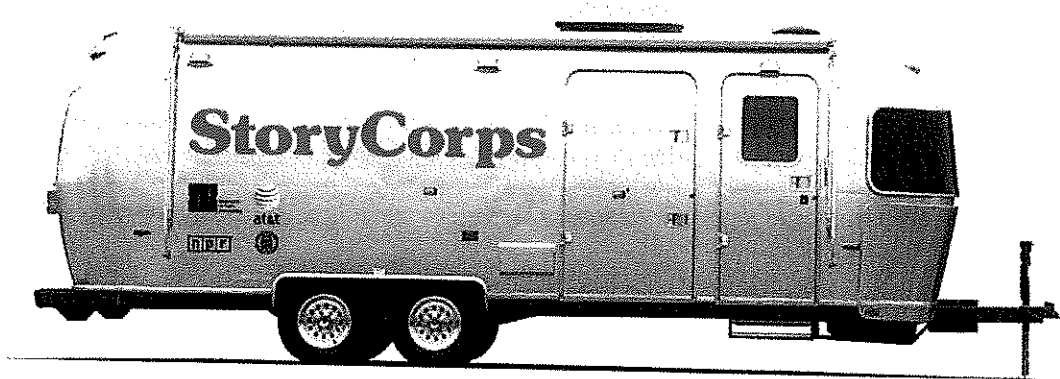
**Dimensions:**

**Height: 9'7"**

**Width: 8'5"**

**Length: 26'1"**

**Weight: 6,000 lbs.**



## EXHIBIT F – INSURANCE

STORYCORPS shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to UNIVERSITY. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to STORYCORPS under this Agreement. STORYCORPS shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. STORYCORPS is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to UNIVERSITY at least ten days before the effective date of the cancellation.

### Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for UNIVERSITY. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

### B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

### Additional Endorsements

The Auto and Commercial General Liability Policies shall name The Board of Regents of The Texas A&M University System and Texas A&M University as additional insured's.

### C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures STORYCORPS's or its subcontractors' liability for bodily injury (including death), property

damage, personal and advertising injury assumed under the terms of this Agreement

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of STORYCORPS and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, STORYCORPS agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. STORYCORPS will deliver to UNIVERSITY:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by STORYCORPS under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by STORYCORPS. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to UNIVERSITY at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to UNIVERSITY ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit F.

Any deductible or self-insured retention must be declared to and approved by UNIVERSITY prior to the performance of any services by STORYCORPS under this Agreement. STORYCORPS is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following UNIVERSITY contact in Section 7.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by UNIVERSITY in writing, except as may be noted.