



THIS STUDIOS AGREEMENT (together with all Schedules and Exhibits hereto, the “**Agreement**”) is made by and between **StoryCorps Studios**, a division of StoryCorps, Inc., a New York not-for-profit corporation with offices at 80 Hanson Place, Brooklyn, New York 11217 (“**StoryCorps**”), and **The City of San Carlos**, California a city with offices at 600 Elm Street, San Carlos CA 94070 (the “**Client**”) effective as July 23rd, 2024 (“**Effective Date**”). StoryCorps and Client may be referred to each as a “**Party**” and collectively the “**Parties**” to the Agreement.

WHEREAS, StoryCorps is a national organization dedicated to recording, collecting and preserving interviews;

WHEREAS, the Client wishes to engage StoryCorps to provide the content and deliverables set forth in Schedule I (the “**StoryCorps Deliverables**”) and to perform the services set forth herein (collectively, the “**Services**”), subject to the terms and conditions of this Agreement;

WHEREAS, capitalized terms used herein shall have the meanings set forth in Article I, unless otherwise defined.

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

Article I

DEFINITIONS

“**Audio Card**” means an audio-visual card that includes: (i) a photograph or illustration created by StoryCorps of the Participant(s) taken by StoryCorps; (ii) the Audio Story; (iii) a scrolling transcript of the Audio Story; and (iv) StoryCorps’ IP (as defined in Section VI.3).

“**Audio Story**” means a professionally edited segment from a designated Released Interview that is produced by StoryCorps.

“**COPPA Consent Form**” means a parental release form, substantially in the form of Exhibit H (“**Exhibit H**” or “**COPPA Consent Form**”) that provides permission for minors under thirteen (13) years old to participate in the StoryCorps Virtual Signature Interview and for StoryCorps to collect data from such Participant.

“**Interview**” refers to any interview(s) conducted as a part of the Services.

“**Minor**” refers to any Participants under 18 years old.

“**Participant**” means any Person that records an Interview under this Agreement.

“**Person**” means any natural person or entity.

“**Presentation**” means a live presentation provided by StoryCorps personnel for Client participants as a means to engage community members.

“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, and corresponding Interview Metadata (as defined in Section 6.2), as provided at the discretion of StoryCorps.

“StoryKit” means the equipment provided by StoryCorps to record Interviews and take photographs of the Participant, as applicable.

“StoryCorps Connect” means the StoryCorps operated website platform at the following url: storycorpsconnect.org and any successor sites and mobile applications, and voice-over IP phone technology, that provides Participants the opportunity to record and upload user-generated content subject to StoryCorps’ terms of use and privacy policy.

“StoryCorps Recruitment Resources” means the resources provided by StoryCorps in order to allow the Client to recruit for and promote the projects contemplated hereunder, including the deliverables and services in Exhibit D (as defined in Section III.4) and the StoryCorps Connect tool-kit (if applicable).

“StoryCorps Virtual Signature Interviews” refers to the Interview(s) recorded and facilitated by StoryCorps, or a Third Party authorized by StoryCorps to record such Interviews, via StoryCorps website and any successor sites and mobile applications, and voice-over IP phone technology, as applicable.

“Third Party” means any Person other than the Parties.

Article II

FEES AND EXPENSES

II.1 The Client shall pay all of the fees and amounts according to the fee schedule set forth in Exhibit A (**“Fees”** or **“Exhibit A”**) in accordance with the payment terms specified by StoryCorps. If the Client terminates this Agreement for any reason after execution, the Client shall still be obligated to pay the Initial Payment, if any, set forth in Exhibit A.

Article III

SCOPE OF WORK SUMMARY

The Parties undertake to perform the following obligations, in accordance with the Agreement and Exhibits hereto:

III.1 The Client will abide by any permissible use guidelines set forth herein, and will comply with all applicable United States and foreign laws and regulations including data privacy rules and regulations.

III.2 StoryCorps will record Interviews as outlined in Interview Collections attached hereto as Exhibit B (**“Interview Collections”** or **“Exhibit B”**).

III.3 StoryCorps personnel conducting the Interviews will follow a work day schedule substantially as outlined in the form attached hereto as Exhibit C (**“Recording Day Schedule”** or **“Exhibit C”**).

III.4 Client and StoryCorps have mutually identified and agreed upon the Additional Services to be provided under this Agreement (**“Additional Services”** or **“Exhibit D”**). These Additional

Services may include but are not limited to: Audio Stories, Audio Cards, Animation, Presentations, Workshops, Mobile Booth, and such other services as StoryCorps may add from time to time.

III.5 The Client must obtain prior written approval, which may be withheld or conditioned in the sole discretion of StoryCorps, before using the StoryCorps logo, name or branding (“**StoryCorps IP**”) in any capacity. The Client will include all required crediting language with respect to the StoryCorps Deliverables, and abide by any applicable restrictions on logo use, in each case set forth in Exhibit E (“**Crediting Language and Logo Use**” or “**Exhibit E**”).

III.6 The Client will confirm that any hard facts mentioned in the story are accurate as set forth in Exhibit F (“**Confirm All Hard Facts and Dates**” or “**Exhibit F**”).

III.7 If applicable, StoryCorps grants to the Client a non-exclusive, non-transferrable, royalty-free, fully-paid, worldwide, revocable, limited license to reproduce, display, use and distribute the StoryCorps Recruitment Resources.

III.8 The Client grants to StoryCorps a nonexclusive, non-transferable, royalty free, fully-paid, worldwide, revocable, non-assignable, limited license to use, reproduce and display the Client’s logo, name and website (the “**Client Branding**”) solely in connection with the Services as outlined in this Agreement, including but not limited to StoryCorps’ permission to use Client Branding in promotional activities in print and digital form.

III.9 Upon request from StoryCorps, the Client will provide StoryCorps metrics and data related to the use and distribution of the Released Interviews and/or StoryCorps Deliverables by the Client, including, without limitation, museum exhibitions and visitors, historical data and statistics regarding the number of page visits, unique visits, shares, plays, views, and any available audience insights and reports, in accordance with the license granted hereunder, including any links to such content shared on distribution channels and social media, as applicable and available, within fourteen (14) days of such request. For the avoidance of doubt, the Client shall remain the owner of any such information and/or data generated from such Client sites and distributions as applicable; and the Client hereby grants StoryCorps the right to use such information and/or data generated for reporting and other purposes.

III.10 The Client hereby acknowledges and agrees to comply with any StoryCorps recommended policies in maintaining the StoryKit and in performing the Services, as provided from time to time, including the following:

(a) The Client will provide a clean, safe, respectful environment, free from harassment, for the StoryCorps personnel (as applicable) and Client staff conducting the Interviews to perform their work and participants to record their Interviews. The Client agrees that it will adhere to any applicable public health state and federal regulations and policies in place at the time of recording; and that it will also follow any StoryCorps’ policies relating to public health concerns as provided to Client in advance of the recording.

(b) The Parties acknowledge and agree that firearms or any other type of weapon will not be permitted in the recording area.

III.11 In addition to any other obligations of StoryCorps as set forth in this Agreement, StoryCorps shall provide the following services, as applicable:

(c) Up to two (2) trained and certified StoryCorps Interview Facilitators (“**Facilitators**”), who shall handle all technical aspects of the Interviews, selected at StoryCorps’ discretion.

(d) All audio and photographic equipment or digital platform or phone application necessary to record Interviews and take photographs of the Participants, unless such photographs are otherwise provided by the Participant or a Third Party authorized by StoryCorps.

(e) Any deliverables provided by StoryCorps under this Agreement shall be delivered by electronic means.

III.12 In addition to any other obligations of the Client as set forth in this Agreement, the Client shall provide the following services, as applicable:

(a) For Interviews conducted in-person, the Client shall provide a quiet room with at least one (1) table, a minimum of three (3) chairs, and electrical outlets.

(b) For StoryCorps Virtual Signature Interviews, the Client will collaborate with StoryCorps to distribute any links, emails, phone numbers (as applicable) and interview materials to Participants prior to the Interview recording date.

(c) For all Interviews, the Client is responsible for all scheduling and filling of appointment slots consistent with Exhibit C.

(d) The Client shall coordinate with StoryCorps personnel leading up to and during the StoryCorps Services.

(e) The Client shall provide a clean, safe environment, free from harassment, for the StoryCorps personnel conducting the Interviews to perform their work.

Article IV GRANT OF RIGHTS

IV.1 During the Term, StoryCorps grants to the Client a nonexclusive, non-sublicensable, non-transferrable, royalty-free, fully-paid, worldwide, revocable, limited license to reproduce, display, publicly perform and distribute the StoryCorps Deliverables in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Client may not use the StoryCorps Deliverables for any commercial purpose, including but not limited to sublicensing to Third Parties for direct financial consideration, sponsorship and underwriting spots, or selling or licensing copies of any portion of the content.

IV.2 The Client's enumerated grant of ownership and usage rights with respect to the StoryCorps Deliverables, as well as certain limitations thereto, are set forth in the Schedules hereto. Without limiting the generality of the foregoing, the Client agrees to the following restrictions regarding the StoryCorps Deliverables and the Services:

(a) Unless expressly provided in this Agreement, the Client shall not use any Third-Party intellectual property ("**Third Party IP**") in connection with the StoryCorps Deliverables, including without limitation, logos, names, music and other trademarks or copyright, without requisite permission from such Third-Party owner. Any use of Third-Party IP in connection with the StoryCorps Deliverables shall be subject to separate permission from the Third-Party owner and prior written approval by StoryCorps (email sufficing). StoryCorps shall not be liable in any way for Client's use of Third-Party IP.

(b) The Client shall ensure that any use of the StoryCorps Deliverables by the Client is not edited, produced or used (as applicable) in such a manner that could reasonably be construed as portraying the statements or opinions of a Participant to be inconsistent with those the Participant set forth in the Interview as a whole (such as, for example, by omitting key statements, using

statements out of context, or inappropriately combining statements), or as disparaging to any Participant.

(c) StoryCorps may request that the Client cease using the StoryCorps Deliverables, in whole or in part, if StoryCorps finds that any component of the StoryCorps Deliverables is substantially factually inaccurate. Upon such request, the Client must promptly cease use of such StoryCorps Deliverables by removing it from any website, physical site and/or archive within five (5) business days of such request.

(d) The Client shall use reasonable best efforts to receive permission from the Participant(s) before sharing, distributing, posting, or using any Released Interview, in whole or in part, or the StoryCorps Deliverables publicly or with any Third Party in accordance with this Agreement. If either the Client 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 the Participant's Released Interview or the StoryCorps Deliverables by the Client, the Client shall immediately cease use of such Released Interview or StoryCorps Deliverables, or a portion thereof.

(e) The Client may not edit, modify or alter in any manner the substance of any content that is delivered by StoryCorps under this Agreement, and any such editing shall constitute a material breach by the Client.

(f) If applicable, the Client will provide StoryCorps any transcripts of the StoryCorps Deliverables developed by Client (or a Third Party at the direction of the Client) under this Agreement and in accordance with a mutually agreed upon delivery schedule and format.

(g) The Client may not use the StoryCorps name or brand in connection with Client's fundraising efforts without prior written approval from StoryCorps. StoryCorps reserves the right to review all funding partnership requests or grant submittals that include StoryCorps content, services, events or anything related thereto, and the Parties agree to work together in good faith to ensure that there are no conflicts of interest with respect to each Party's grantors as it relates to StoryCorps programming. For the avoidance of doubt, StoryCorps reserves the right of final approval for all sponsors, underwriters, funders or other organizations providing financial support for StoryCorps programming that is brought in by the Client.

Article V NOTICES

V.1 All notices and communications concerning this Agreement should be sent in writing and by U.S. mail, e-mail, courier service, overnight delivery service, or personally delivered to the addresses provided in the preamble or as otherwise shared in writing. Respective contact information for the Parties may be updated from time to time as necessary.

Article VI OWNERSHIP

VI.1 The Client hereby acknowledges that StoryCorps is and shall remain the sole and exclusive owner in and to all right, title and interest and literary property rights in the StoryCorps Deliverables and the StoryCorps Recruitment Resources. Furthermore, the Client understands that these rights include all right, title and interest in any copyright, pursuant to United States copyright laws. Subject to Client's rights in any underlying Client IP, to the extent that Client acquires any rights to the StoryCorps Deliverables (including any transcripts) and StoryCorps Recruitment Resources, Client hereby assigns to StoryCorps all of its rights, title and interest in and to such StoryCorps Deliverables (including any transcripts) and StoryCorps Recruitment Resources.

VI.2 StoryCorps shall own all right title and interest in data derived under this Agreement, that describes and gives information about other data, or any contextual, processing, and use information which identifies and/or certifies the scope, authenticity and integrity of active and archival electronic information or records including but not limited to file names, file location, file format, file type, creating date, date of last data modification and file permissions (“**Metadata**”). For the avoidance of doubt, Metadata includes any and all Metadata derived from any StoryCorps data. Client may use certain Metadata, including file names for example, to contact interviewees and for broadcasting and interviewing purposes only, subject to the requirements set forth in the Schedules hereto. Any other use of Metadata requires the prior written consent of StoryCorps.

VI.3 The Client hereby acknowledges that: (i) as between StoryCorps and the Client, StoryCorps’ trademarks, StoryCorps’ trade secrets and StoryCorps’ trade dress (“**StoryCorps’ IP**”) are owned solely and exclusively by StoryCorps; (ii) nothing contained in this Agreement shall give to Client any right, title or interest in the StoryCorps’ IP and (iii) the goodwill associated with either Party’s use of the StoryCorps’ IP shall inure solely to the benefit of StoryCorps.

VI.4 StoryCorps hereby acknowledges that: (i) as between StoryCorps and the Client, the Client’s trademarks, the Client’s trade secrets and the Client’s trade dress (“**Client IP**”) are owned solely and exclusively by the Client; (ii) nothing contained in this Agreement shall give to StoryCorps any right, title or interest in the Client IP; and (iii) the goodwill associated with either Party’s use of Client IP shall inure solely to the benefit of the Client.

VI.5 If the Client promotes this relationship with StoryCorps on its website, the Client 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 the Client’s website.

VI.6 StoryCorps may ask for the Client’s input and feedback regarding the Collection, Services, and license set forth under this Agreement, including but not limited to StoryCorps evaluation and surveys, or the Client may otherwise offer certain feedback or suggestions. Any such input, feedback or information provided by the Client will be the property of StoryCorps and the Client hereby assigns all rights in such, input, feedback and information to StoryCorps, and the Client agrees that StoryCorps will be able to freely use such information for business and other purposes.

Article VII RELEASE AND DISCLAIMER

VII.1 The Client releases StoryCorps and its affiliates, 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 Client 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 or contents of the StoryCorps Deliverables and the StoryCorps Recruitment Resources.

VII.2 All content and deliverables provided by StoryCorps is provided “AS IS”. Other than as provided in this agreement, StoryCorps makes no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.

Article VIII INDEMNIFICATION

VIII.1 The Client agrees to indemnify, hold harmless, and defend at the Client’s sole expense, StoryCorps and its affiliates, 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 the Client's use of the StoryCorps Deliverables and the StoryCorps Recruitment Resources.

Article IX

TERM AND TERMINATION

IX.1 The term of this Agreement shall commence on the Effective Date and end five (5) years from the Effective Date (the "**Term**"). Either Party may terminate this Agreement and the license granted in this Agreement (reserving all other remedies and rights under this Agreement in law and in equity) in the event of a 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.

IX.2 StoryCorps shall have the right, without prejudice to any other rights that it may have, to terminate this Agreement in whole or in part, effective immediately upon written notice to the Client, in the event of (a) the Client's voluntary bankruptcy under the United States Bankruptcy Code or any successor statute, (b) proceedings for bankruptcy or insolvency are instituted against the Client 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 Client's assets for the benefit of creditors, or (d) all or substantially all of the Client'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.

IX.3 Upon termination or expiration of this Agreement, the provisions of Article VI (Ownership), Article VII (Release and Disclaimer), Article VIII (Indemnification), Article IX (Term and Termination) and Article X (Miscellaneous) shall survive; provided, however, that StoryCorps shall have the right to rescind or terminate any and all rights granted to the Client under Article IV (Grant of Rights) at any time after the expiration or termination of this Agreement if the Client breaches any of its obligations under this Agreement. Upon the occurrence of any such breach, StoryCorps shall deliver written notice to the Client and the Client shall immediately cease any use of the StoryCorps Deliverables and StoryCorps Recruitment Resources, and promptly return all such materials to StoryCorps.

Article X

MISCELLANEOUS

X.1 **Amendments.** This Agreement may only be modified by another written agreement executed by both Parties.

X.2 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

X.3 **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.

X.4 **Force Majeure.** Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay: (i) is due to acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer

facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, disease, epidemic, pandemic, quarantine, acts of government, or civil unrest and any similar events, including emergencies or non-emergencies; (ii) materially affects the performance of any of a Party's obligations under this Agreement, and (iii) is beyond the reasonable control of a Party and could not reasonably have been foreseen or provided against. Client shall still be obligated to pay the Initial Payment specified in Exhibit A and any pro-rata Fees for Services provided prior to such Force Majeure.

X.5 Assignment. This Agreement may not be assigned by Client without the prior written consent of StoryCorps.

X.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of the Party executing the same and all of which, when taken together, will be deemed to constitute one and the same agreement. The Parties consent to the use of electronic signatures and electronic transmission of this Agreement.

Remainder of Page Intentionally Left Blank. Signature Pages Follow.



IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

StoryCorps, Inc.

By: _____
Name: Lisa Stein
Title: Chief Financial & Administrative Officer

City of San Carlos

By: _____
Name: Amy Newby
Title: Director, Parks & Recreation

Schedule I

StoryCorps Deliverables

For purposes of this Agreement, the StoryCorps Deliverables consist of the following:

“*Editable Collection*” means all of the Released Interview Files recorded and produced by StoryCorps or otherwise provided by StoryCorps pursuant to this Agreement, subject to the permissible uses set forth in Schedule X and the restrictions and use of the collection set forth in Schedule Y.

“*Derivative Works*” means any expressive creation, including but not limited to a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted, whether patentable, protectable under Title 17 of the United States Code or otherwise, that is conceived or reduced to practice by the Client using the Released Interview Files, subject to the requirements set forth in Schedule Z.

“*StoryCorps Edited Content*” means, collectively, Produced Audio Segments, Animation and Audio Cards, subject to the permissible uses set forth in Schedule X.

“*Visual Works*” means any visual element created by the Client, integrated to accompany StoryCorps Edited Content.

Schedule X

Permissible Uses of StoryCorps Edited Content

1. The Client is permitted to use the StoryCorps Edited Content solely in connection with any of the following:

(a) Use on the Client's website, owned social media channels (including Facebook, Instagram and YouTube) and email/newsletters, in each case in a non-downloadable, stream-only format.

(b) Use in earned and paid media opportunities, provided that Client shares proposed promotional language and publicity/advertising plans with StoryCorps for review and approval.

(c) Use in a listening station, exhibitions or displayed at sites owned or maintained by the Client, provided that listeners shall not be permitted to download or make copies of any part of the StoryCorps Deliverables.

(d) Educational, archival and/or internal research purposes.

2. All other requests for usage by the Client may be submitted to StoryCorps (email sufficing), and shall be reviewed and approved by StoryCorps on a case-by-case basis.

Schedule Y

Restrictions and Use of the Collection

1. The Client shall use appropriate safeguards to prevent any use or disclosure of the applicable collection other than as provided for by this Agreement. The Client acknowledges that the Released Interview Files may include contact information for Interview Participants (including, but not limited to, mailing addresses, telephone numbers and e-mail addresses, as available and provided at StoryCorps' discretion) ("**Contact Information**"). The Client (i) shall not share any Contact Information with anyone other than employees of the Client and StoryCorps staff, in each case as needed to comply with the terms and conditions of this Agreement and (ii) will take all steps necessary in compliance with applicable privacy and data protection rules and regulations to maintain the confidentiality of Contact Information contained in the Released Interview Files.

2. Full-length Interviews may be posted, displayed, or otherwise used in their entirety in a non-downloadable, stream-only format on the Client's website or any website maintained, controlled and operated by the Client, subject to the terms and conditions under this Agreement.

3. The Client is permitted to use the applicable collection solely in connection with educational, archival and/or internal research purposes.

Schedule Z

Derivative Works

1. All Derivative Works must be submitted to StoryCorps for review to ensure compliance with this Agreement and the crediting language required hereunder. Client shall submit Derivative Works to StoryCorps for review at least ten (10) business days prior to Client's intended usage of the Derivative Works. StoryCorps reserves the right to request any amendments to the Derivative Works to ensure such compliance. Without limiting the foregoing, StoryCorps will not approve Derivative Works that resemble the look or style of StoryCorps IP, and any such requests from Client will require changes prior to approval.

2. In all instances where Client is permitted to create Derivative Works, Client must take reasonable efforts to ensure that accurate context and relevant details are provided in conjunction with the Derivative Works. Without limiting the generality of the foregoing, Client agrees to write a two or three-sentence introduction to ensure that people who listen to or access the edited piece understand the context and relevant details about the Participants and their story. StoryCorps recommends including a brief summary of the story, the relationship between the Participants, and their full names.

3. The following Derivative Works shall only be permitted on a case-by-case basis, after obtaining prior written approval (email sufficing) by StoryCorps:

(a) Any audio-visual production or Derivative Work based on and incorporating the Released Interview and/or any photograph of a Participant *that is more than ten (10) minutes in length*;

(b) Any animation, illustration, film, theatrical presentation, or Derivative Work using a photograph of a Participant or depicting a Participant's likeness, including without limitation using drawn, painted, illustrated or computer techniques, *that is more than five (5) minutes in length*;

(c) Podcasts consisting substantively of the Collection and any Derivative Work thereof; and

(d) Any print, textual, or written publications that are published or otherwise available to third parties consisting substantively of the Collection and any Derivative Works thereof.

EXHIBIT A: FEES

Fees. In connection with all associated work in conjunction with the provision of Services under this Agreement, the Client shall pay a flat fee to StoryCorps of \$110,000 (the “***Fees***”), with 50% of the Fee due at signing (the “***Initial Payment***”) and the remaining 50% of the Fee due at completion of the Services.

EXHIBIT B: INTERVIEW COLLECTION

- A. StoryCorps will record up to 25 Interviews to be conducted in-person on dates to be mutually determined, or as otherwise agreed upon in writing (email sufficing), provided that any in-person Interviews will be scheduled and recorded on consecutive calendar dates. The Interviews are currently scheduled for the fall of 2024, unless otherwise mutually agreed upon in writing.
- B. StoryCorps requires advance written notice of Client's recording engagements. Client acknowledges and agrees that Client will confirm in writing, by responsive email to StoryCorps, the dates and locations of recording engagements with a minimum eight (8) of weeks' advance notice. For on-site recording engagements, recording date changes requested with less than eight (8) weeks' advance notice may be subject to a rebooking fee of \$1,000 per recording day. For virtual recording engagements, recording date changes requested with less than eight (8) weeks' advance notice may be subject to a rebooking fee of \$500 per half-recording day (1-3 interviews). StoryCorps can accommodate up to two (2) re-bookings of the engagement, so long as Client uses the rescheduled recording dates within six (6) months of Client's original confirmed dates. Re-bookings that do not comply with the previous sentence may be forfeited. Any additional recording engagement dates added to the Services on an a la carte basis will be subject to the same required policies provided herein.
- C. StoryCorps personnel conducting the Interviews will work a maximum of eight (8) hours per day. A full eight-hour interview day includes: up to three (3) to five (5) interview appointments (ranging between sixty (60) minutes to ninety (90) minutes), a one-hour lunch break, and two to two and a half (2-2.5) hours for equipment set-up, break-down, and databasing substantially according to the schedule as outlined in the Recording Day Schedule on Exhibit C, which may be subject to change at the discretion of StoryCorps.
- D. 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 Interview as part of StoryCorps' programming, including without limitation, to broadcast clips of that Participant's Interview on public radio, to produce StoryCorps Animation for use on public television and other StoryCorps distribution channels.
- E. Minor Participants who are under the age of thirteen (13) are required to have their parent or legal guardian sign a COPPA Consent Form prior to the Interview. For any Minors participating in an Interview, parents should be present during the time of the Interview to review any Release forms and other interview documents.
- F. StoryCorps will provide each Participant with a copy of their Interview via a digital file, or another delivery method specified by StoryCorps.

EXHIBIT C: RECORDING DAY SCHEDULE

The Parties may mutually agree to adjust the schedule and times set forth in the Recording Day Schedule.

Recording Day Schedule for In-Person Interviews:

Time (all Eastern Standard Time, unless otherwise agreed upon)	Name of Interviewee	Contact Information (email and phone)	Name of Interviewer	Contact Information (email and phone)	Notes (any special needs, foreign languages spoken, etc.)
10:00AM – 11:00AM	Facilitators arrive, set up recording equipment and processing station. Client point person must be present during this time!				
11:00AM – 12:00PM					
12:00PM – 1:00PM					
1:00PM – 2:00PM					
2:00PM – 3:00PM	Lunch Break				
3:00PM – 4:00PM					
4:00PM – 5:00PM					
5:00PM – 6:00PM	Facilitators break down equipment and processing station. Client point person must be present during this time!				

Recording Day Schedule for StoryCorps Virtual Signature Interviews:

Time (all Eastern Standard Time, unless otherwise agreed upon)	Participant #1 Name	Contact Information (email and phone)	Participant #2 Name	Contact Information (email and phone)	Technology concerns
All Day	<i>Client “point person” must be available in case of missed appointments</i>				
10:00AM - 11:30AM					
11:30AM - 1:00PM					
1:00PM – 2:30PM					
2:30PM – 4:00PM					
4:00PM – 5:30PM					

EXHIBIT D: ADDITIONAL SERVICES

- A. **Visioning Session:** StoryCorps will provide a two to three (2-3) hour structured strategy session, including a presentation for the managers of the project, prepared and led by StoryCorps employees which will include a Dedicated Account Manager (subject to change from time-to-time), whose main responsibility will be working on the project until substantially completed (the “*Visioning Session*”). The session will help plan the goals of the project and the roadmap to get there. The date and time, logistics and topics for the Visioning Session may be mutually determined by both Parties.
- B. **Participant Recruitment Resources:** StoryCorps will curate StoryCorps recruitment and participant resources for Client’s use including informational materials co-branded with the Client’s logo (with Client’s approval), sample email to share with the Client’s network, and sample social media posts. For the avoidance of doubt, any use of either Party’s name or logos in an email or social media post will be subject to the other Party’s prior written approval (email sufficing).
- C. **Audio Story Production and Delivery:** The Client and StoryCorps will mutually identify five (5) Released Interviews, for production as professionally edited segments. StoryCorps shall provide professionally edited segments (“*Audio Story*”) from designated Released Interviews to the Client according to the following terms, and in accordance with the Agreement.
1. The Client and StoryCorps will have an initial consultation (prior to or at the start of the Term) to determine the themes and storyline for each Audio Story. Interview selection will be recommended by StoryCorps, with priority consideration given to Interviews that reflect the interests identified by the Client. If the Client does not respond to Interview recommendations by StoryCorps or fails to identify any Interviews for production by the date set forth in the Production Schedule, the Client acknowledges and agrees that StoryCorps shall have final approval with regard to the Interviews selected for production. StoryCorps will deliver the Released Interviews electronically for the Client to review.
 2. Production will occur on the timeline noted in the Production Schedule. StoryCorps will electronically deliver a rough cut of the Audio Stories to Client for review within six (6) weeks of designation of an applicable Released Interview for production.
 3. StoryCorps will provide the Client the option to exercise a maximum of up to two (2) rounds of editing for each Audio Story. The deadlines for review and approval by Client are specified in the schedule below. Client understands that requests for additional changes or edits will delay the Production Schedule and any additional round of editing will be charged at an hourly fee of three hundred and fifty hundred dollars (\$350). The fees and amounts set forth in this Exhibit D shall be incurred and calculated separately from the Fees set forth in Article II.
 4. The Client should confirm that any hard facts mentioned in the story are accurate as set forth in Exhibit F.
 5. Upon receiving the final Audio Story, the Client is encouraged to share the Audio Story with the Released Interview Participant(s) before sharing it publicly as a courtesy.
 6. The Client will include the credit to StoryCorps, in accordance with the provisions as set forth in Exhibit E, for any use of the Audio Story as described in this Agreement.

7. Subject to reasonable change by StoryCorps, StoryCorps and Client agree to the following Production Schedule:

Description	Date To Be Completed
StoryCorps electronically delivers the Released Interview descriptions and production notes/recommendations for Client review (if applicable).	To be mutually determined.
Client selects Interviews for production and provides StoryCorps with the rationale behind each selection. Client is encouraged to tell the corresponding Interview Participant(s) that their Interview has been chosen for production.	To be mutually determined.
StoryCorps delivers rough versions of Produced Audio Segments.	To be mutually determined.
Feedback round 1: Macro-edits - Client will review the factual accuracy of content, and provide macro-feedback for the rough cuts of Produced Audio Segments. Macro-feedback includes notes on any factual corrections to content, as well as requested editorial changes to anything that the Client felt was e.g. confusing, didn't belong, or was missing from the story.	To be mutually determined.
StoryCorps will deliver the second cuts of the Produced Audio Segments, incorporating Client macro-feedback as appropriate.	To be mutually determined.
Feedback round 2: Micro-edits - Client will provide final micro-feedback for the rough cuts of Produced Audio Segments. Micro-feedback includes conducting a final proofreading of the transcript and flagging any necessary corrections to the intro/outro/story, as well as requesting minor editorial changes, such as cutting out unnecessary parts of the story and reordering/clarifying words or phrases.	To be mutually determined.
StoryCorps completes and delivers final versions of Produced Audio Segments.	To be mutually determined.

8. If the Client does not adhere to the Production Schedule and the production of the final versions of Audio Stories is not complete within one hundred (100) days of delivery of Production Notes/Recommendations to the Client for review, StoryCorps shall have the sole right to edit and finalize the Audio Stories. Notwithstanding the foregoing, and anything to the contrary, the Client shall still be obligated to review the final Audio Stories for factual accuracy as set forth in Exhibit F and subject to the other terms and conditions set forth under this Agreement.

D. Audio Card Production and Delivery

1. StoryCorps shall provide one professionally produced Audio Card from each designated Produced Audio Segment to Client Five (5) total in accordance with the below Production Schedule. Client is encouraged to share each Audio Card with the corresponding Participants as a courtesy.

2. Client will include the credit to StoryCorps set forth in Exhibit E for any use of the Audio Cards as described in this Agreement.
3. Subject to reasonable change by StoryCorps, StoryCorps and Client agree to the following Production Schedule:

Description	Date To Be Completed
Client selects Audio Card style and provides all necessary branding assets, and if relevant, participant photos, to include.	To be mutually determined.
StoryCorps provides a static mockup of the Audio Card to Client for review.	To be mutually determined.
Client provides micro-feedback on the mock up.	To be mutually determined.
StoryCorps delivers final Audio Card.	To be mutually determined.

4. If Client does not adhere to the Production Schedule and the production of the final versions of the Audio Cards is not complete within one hundred and twenty (120) days of delivery of rough Audio Cards to Client for review, StoryCorps shall have the sole right to edit and finalize the Audio Cards.

E. Listening Event

1. StoryCorps will collaborate with The City of San Carlos to co-host one (1) Listening Event to be held on agreed-upon dates and location.
2. StoryCorps team will work with the City of San Carlos to customize the StoryCorps event program per the themes agreed upon in the Visioning Session. StoryCorps will identify stories from the collection to share and provide opportunities for audience engagement. If possible, StoryCorps will work with The City of San Carlos to invite a local community member or representative from a partner organization to make a guest appearance. StoryCorps will highlight ways for audience members to participate in a StoryCorps conversation via our digital platforms as a way to continue and deepen their engagement following the event.
3. StoryCorps will rely on City of San Carlos to manage the event logistics and cover event expenses related to the event space, promotion, attendee outreach, tech requirements, and an ASL interpreter. A City of San Carlos representative is welcome to co-host the events and/or provide opening and closing remarks on behalf of the City.

EXHIBIT E: CREDITING LANGUAGE & LOGO USE

1. For any Derivative Works created by the Client from full Interviews, the Client is required to include the following crediting language in or alongside the work:

“Produced by [CLIENT], using interviews recorded by StoryCorps, a national nonprofit whose mission is to illuminate the humanity and possibility in us all — one story at a time.”

2. No StoryCorps logo may be used in connection with the Derivative Works.
3. When sharing any StoryCorps Audio Story, the Client is required to include the following crediting language alongside the work (on the webpage, within the social post, etc.):

“Audio produced by StoryCorps Studios in partnership with [CLIENT]. Interviews recorded by StoryCorps, a national nonprofit whose mission is to illuminate the humanity and possibility in us all — one story at a time. Learn more about StoryCorps Studios at www.storycorps.org/studios.”

4. For StoryCorps Audio Cards and Animations, StoryCorps will include the following crediting language within the work, which must be maintained by the Client.

“Produced by StoryCorps Studios in partnership with [CLIENT]. Interviews recorded by StoryCorps, a national nonprofit whose mission is to illuminate the humanity and possibility in us all — one story at a time.”

EXHIBIT F: CONFIRM ALL HARD FACTS AND DATES

- A. This Exhibit F shall be used when preparing to publicly display or distribute any content that has been edited by either Party.
- B. Before distributing a story, Client must confirm all hard facts and dates in the story and include a brief introduction.
- C. Recommended steps:
 - 1. Once the segment is edited, play it for 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 contain 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.
 - a. 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.
 - 4. Suggested resources for fact checking:
 - a. 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:
 - i. Military history: Confirm the years a veteran served and medals s/he won.
 - ii. Death records: Obituaries in local newspapers verify a date of death.
 - iii. Diseases and conditions: Consult a doctor or researcher at a local university to learn basic facts about any diseases or conditions described.
 - iv. Laws: If a law or significant legal case is referenced, please confirm the details with a law school or other reputable source.
 - v. 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.

EXHIBIT G: GENERAL RELEASE



STORYCORPS GENERAL RELEASE FORM

1. **Introduction.** I, _____, am a participant in StoryCorps, Inc. ("StoryCorps"). I understand that StoryCorps is a nationwide initiative to record and collect oral and audiovisual 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 and audiovisual 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. **Photo; Use of Likeness, Etc.** If I provide any information or materials to StoryCorps, including photographs of myself (collectively, the "Materials"), I hereby assign and transfer to StoryCorps all right, title and interest in and to all Materials, including (without limitation) any and all copyrights therein. I waive any moral rights I may have to the Materials. I agree that StoryCorps and its licensees may use, exhibit, reproduce, distribute, publish, publicly perform or display, broadcast, edit, modify, animate, or make derivative works (including, without limitation, watercolor images or other artistic depictions, interpretations or renderings) from my name, voice, image (photograph and video), likeness, biographical story and the Materials, in connection with the exhibition, reproduction, distribution, publication, public performance, public display, broadcast, and promotion of StoryCorps and the Interview, and may provide interview metrics and information about me to funders of StoryCorps and other third parties for educational and research purposes, 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. I consent to electronic signature and transmission of this release by facsimile, email, scanning, portable document format (.pdf), or by any other electronic means, which shall be deemed to have the same legal effect, validity or enforceability as delivery of an original executed copy of this release.

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 _____

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EXHIBIT H: COPPA CONSENT FORM



CHILDREN'S PRIVACY NOTICE

Dear Parent or Guardian:

Your child would like to participate in a StoryCorps interview using our video conference technology (the "Service"). StoryCorps is a non-profit organization 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. We do this to remind one another of our shared humanity, to strengthen and build the connections between people, to teach the value of listening, and to weave into the fabric of our culture the understanding that everyone's story matters. At the same time, we are creating an invaluable archive for future generations. Your child's interview will become part of StoryCorps' archive and will be preserved at the American Folklife Center at the Library of Congress, and may be shared with our community partners and licensees.

- In order for your child to participate in a StoryCorps interview, we will need to collect the following personal information from or about your child: first and last name, age and date of birth, and audio recording of the interview.
- We will also collect the parent or guardian's first and last name, primary phone number, address and email address, if the parent or guardian chooses to provide it.
- During the interview, our facilitators (including third parties authorized and trained to facilitate interviews), will be taking log notes and capturing meta-data from your child's interview.
- The personal information provided by your child will be used for the purposes of recording and archiving the interview, communicating with you about our service and programs, and other purposes.
- Your child's personal information will be disclosed to third parties in the following circumstances:
 - We will share your child's personal information with entities providing services to StoryCorps. These entities are prohibited from using or disclosing your child's information except as necessary to provide services to StoryCorps.
 - We will share your child's personal information with the American Folklife Center at the Library of Congress for archiving, research and educational purposes. The information we share includes the audio recording of the interview, your child's name, and your child's photograph, corresponding interview meta-data and other information you may share on the interview materials, only if you provide us permission under a separate release.
 - We will share your child's personal information, including the audio recording of the interview, with our licensees, including community organizations, public radio and television stations, and other media distribution platforms, for use in any media, only if you provide us permission under a separate release.

If you wish to consent to your child participating in a StoryCorps interview and allow StoryCorps to collect your child's personal information as described in this notice, please sign the accompanying consent form. If you wish to learn more about the information we collect and how we use it, you may visit our **Privacy Policy**.

CONTACT US: For any inquiries regarding the program, please contact scvirtual@storycorps.org.

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PARENT/GUARDIAN CONSENT FORM

STORYCORPS INTERVIEW & DATA COLLECTION FOR MINORS

I, _____ (*print parent/guardian name*), the parent or legal guardian of _____ (*print child's name*), have had the opportunity to review the StoryCorps Children's Privacy Notice. By signing below, I authorize my child to provide personal information in a StoryCorps.

I understand that, in consenting to my child's participation in a StoryCorps interview, I am enabling my child to record an interview remotely using video conference technology and agreeing to allow StoryCorps to collect, archive, and share personal information about my child.

☐ Yes, my child's first and last name and other personal information may be used in recording an interview remotely using video conference technology and StoryCorps may collect, archive and share personal information about my child.

☐ No, my child's first and last name and other personal information may not be used in recording an interview remotely using video conference technology and StoryCorps may not collect and archive personal information about my child.

I also understand that it is important to provide accurate information in this consent form so that StoryCorps may contact me.

Parent/Guardian Signature _____ Dated: _____

Parent/Guardian Email Address: _____

Parent/Guardian Primary Phone Number: _____

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