

AGENDA
WATERTOWN REGIONAL LIBRARY BOARD OF TRUSTEES
EMAIL MEETING
160 6th Street NE
September 23, 2019 5:15 p.m.

1. Roll call

- a) Authorization for Director to sign the Letter of Agreement with the American Library Association
for the Americans and the Holocaust Traveling Exhibition

2. Adjournment

Next regular meeting: October 1, 2019 at 4:15pm

American Library Association
Public Programs Office
50 East Huron Street
Chicago, Illinois 60611-2795
USA

TDD 312 944 7298
<http://www.ala.org/publicprograms/>

Telephone 312-280-5045
Fax 312-280-5759
E-mail publicprograms@ala.org

ALA American Library Association

Letter of Agreement

This is an agreement between Host site ("Host") of the *Americans and the Holocaust* ("Traveling Exhibition") traveling exhibition and the American Library Association ("ALA").

To confirm your library's participation in the *Americans and the Holocaust* project, and receive the \$2,000 programming stipend, **a signed copy of this Letter of Agreement must be received by ALA by September 25, 2019.** Email and fax information for submitting this form are listed on the final page of this agreement.

The

Institution Name

agrees to serve as a host for the national tour of the traveling exhibition *Americans and the Holocaust*. The United States Holocaust Memorial Museum (USHMM) and the ALA Public Programs Office (PPO) developed and produced *Americans and the Holocaust*. The ALA PPO, in partnership with the USHMM, is touring the exhibition to selected sites. The USHMM is a third-party beneficiary of this agreement.

Failure to comply with the conditions described below may result in Host being removed from the tour and will affect Host's opportunities to take part in other exhibition tours and programs offered through the ALA Public Programs Office.

Display

- Host agrees to display the full exhibition as provided during the dates provided in the forthcoming itinerary prepared by ALA.
- Host must display the Traveling Exhibition in its entirety. No additions or deletions can be made to the Traveling Exhibition nor can the Traveling Exhibition be combined with the presentation of any venue or third party-supplied content or materials without prior written approval from the Museum. Libraries may create a separate display on relevant Exhibition themes utilizing their own collections.

Programming requirements

- Host agrees to present a minimum of four public programs, events or activities related to the themes explored in the exhibition. These may include programs with scholars, community or civic organizations, family programs and other public events.

- Host agrees to host at least one program for high school or university students as part of their minimum of four public programs.
- Host agrees to provide the ALA Public Programs Office with titles, presenters, and times of all exhibition public programs at least one month before the exhibition opens at the site via the pre-exhibition form.

Local project administration

- Host agrees to appoint one staff member as the Project Director (local coordinator) of the exhibition. The Project Director is responsible for attending the 2-day orientation workshop January 16-17, 2020 at the USHMM in Washington, DC, overseeing programming and marketing of the exhibition, and assuring that the exhibition is set up, displayed and taken down according to the project guidelines.
- Host agrees to use the \$2,000 programming stipend to support *Americans and the Holocaust* programming-related expenses.
- Host agrees to charge no fees for viewing the exhibition or attending related programs.
- Fundraising programs to benefit the library are allowed, as long as the four required programs are free and open to the public, subject to provisions herein regarding approvals and use of the Museum's name. No other outside organization or institution may use *Americans and the Holocaust* for fundraising purposes at the exhibition host venue. There may be an opportunity for the Museum to partner with host libraries on fundraising events on a case by case basis, but it is not required.
- Public access may not be denied to anyone on the basis of race, color, creed, national origin, disability, sex, age, sexual identity, or any other basis prohibited by applicable law.
- The Exhibition shall be used for educational purposes only and shall not be used to endorse or promote, or to imply endorsement or promotion of a particular organization, religion, or cause. No commercial or political use may be made of the Exhibition or any Museum content or materials. The Museum logo and the names of *Americans and the Holocaust* and the Museum shall not be used in conjunction or connection with any political event or for any other purpose not specified in this contract without prior written approval from the Museum.

Security and Handling

- Host agrees that the Project Director will supervise the unpacking and setting-up, and the taking down and repacking of the exhibition, following the instructions given to Host by ALA. Host will display the exhibition according to the guidelines provided by ALA.
- Host will carefully follow all instructions provided by ALA for setting up, operating and taking down and packing all exhibition components.
- Host agrees to display the exhibition in an appropriate and safe environment. An appropriate environment means that the exhibition is not displayed outdoors, in a tent area, or in a temporary building, but in an open area or gallery inside a permanent building. The exhibition should be monitored by staff every 30 minutes during peak periods of use, and every hour during off-peak times. Host should examine the exhibition at the end of each day to determine that all components are in working order and undamaged. Host will report any damage or other important information about the exhibition to ALA as soon as possible after it is observed.

Intellectual property rights

- Host recognizes that portions of the exhibition and accompanying marketing materials and publicity images may use trademarks, logos, artwork, photographs, renderings, props and other property

(together, the "Intellectual Property") belonging to or licensed to the USHMM and ALA and other institutions or individuals who contributed to the exhibition. All rights in and to the Intellectual Property are hereby expressly reserved to the USHMM and ALA. Host site shall not modify, delete, obliterate or otherwise alter the use or appearance of any such item or of the exhibition narrative or design. In the event of the violation of Intellectual Property Rights, the American Library Association reserves the right to terminate Host's use of the exhibition.

- Host shall not use the Museum's name(s), trademarks, or any other language, pictures, or symbols that could, in the Museum's sole judgment, imply the Museum's identity or endorsement by the Museum or any of its employees in any 1) written, electronic, or oral advertising or presentation or b) brochure, newsletter, promotional materials, electronic database, or other written material or whatever nature, without the Museum's prior consent.

Advertising and publicity

- Host agrees to promote exhibition-related programs to the widest possible public audience.
- Host agrees to follow the guidelines provided in the exhibition press kit for use of the USHMM and ALA names and logos, and to use the official exhibition credit language in all publicity to ensure that all parties are properly credited in all publicity and communications relating to the exhibition. Should a host Library wish to develop additional exhibition branded educational or other printed materials, the materials must be approved in advance by the Museum.
- Host agrees to the following provisions regarding photography or filming of the exhibition: 1) Photography of the exhibition by Host, media and the public is permitted; 2) Filming of the exhibition may be done by the media and Host for publicity purposes, but any other filming must be approved in advance in writing by the Museum; 3) Filming of the exhibition by the public for personal use is permitted. No content may be posted on digital platforms or shared via social media by Host outside of the materials provided for publicity, unless approved in advance by the Museum.
- Host agrees to use provided press and marketing templates when generating publicity materials.
- Use of the Museum's name or logo by any Host for any purposes other than support of this exhibition require the Museum's permission.

Damages and insurance

- Host agrees to indemnify and to hold harmless the USHMM and ALA against all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper operation or display of the exhibition by Host, or violation of third party rights resulting from any unauthorized creation, use, display, or modification of the exhibition or advertising or publicity materials relating to the exhibition.
- Host agrees to maintain responsibility for the condition of the exhibition. Sites will be held responsible for damage to or loss of the exhibition when it is under their control. Neither ALA nor the USHMM is responsible for personal injury or property damage arising from the installation, use, or defective nature of the traveling display.
- Host agrees to add an insurance rider in the value of \$75,000 on their insurance policy for the time the exhibition is at Host site or arrange to have the exhibition insured under Host site's comprehensive insurance for \$75,000, and to provide a certificate of insurance or letter from an authorized insurance agent to the ALA Public Programs Office no later than 45 days prior to the exhibition opening day at Host site. ALA and the USHMM must be named as additional insureds. Sites should insure the exhibition for 10 days prior to and 10 days following the exhibition display dates.

Reporting

- Host agrees to complete three online reports throughout the project period:
 - a pre-program form, where programming details and insurance certificate are provided by Host (due at least 45 days prior to the exhibition opens at Host site)
 - an exhibition condition form, where Host reports on condition of exhibition copy when it is received (due within 5 business days of the exhibition being unpacked at Host site); and,
 - a final programming report to the exhibition sponsors, where Host provides information on program and exhibition attendance as well as outcomes, marketing efforts, and other details on the exhibition hosting experience (due within 30 days of the exhibition closing date).
- ALA agrees to provide access to the necessary online forms, and to send periodic reporting deadline reminders.

Shipping

- ALA will make reasonable efforts to assure prompt delivery of the exhibition. However, ALA cannot be responsible for damages, financial or otherwise, incurred by Host site as a result of delay in delivery or failure to deliver the exhibition due to circumstances beyond its control.
- ALA reserves the right to cancel the exhibition tour at any time.

Payment of Programming Stipend

ALA and USHMM agree to distribute the \$2,000 programming stipend to the Host, payable to the Institution Name and mailed to the Address as listed below. Funds maybe be paid to the Host, or to the Host library's Foundation or Friends' Group, if desired.

Host or Other Payee Name:

Care of/Attention To:

Address:

Additional Address (if applicable):

City:

State:

Zip Code:

Please complete and sign this Letter of Agreement and return to ALA by September 25, 2019.

Signature of Host Site Director or other Certifying Official

Date

Name (Please print or type)

Title, Institution (Please print or type)

A handwritten signature in black ink, appearing to read "Melanie Welch". The signature is fluid and cursive, written on a light-colored rectangular background.

September 20, 2019

Melanie Welch, Project Director, Public Programs Office

Date

Please scan and return a signed copy of this document (keep a copy for your records) to: cbarbus@ala.org.

You may also fax to (312) 280-5759.