

UAW International Union and UAW Local Website Program Participation Agreement

THIS PARTICIPATION AGREEMENT ("UAW Participation Agreement") is entered into this day of ____ 2017 between the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("UAW International") and UAW Local ____ ("Participating Organization").

Purpose

The UAW International has entered an agreement with the AFL-CIO to participate in a program intended to enhance the labor movement's capacity to communicate with union members and their families on labor related matters through the use of an application developed by the AFL-CIO for the collective use by its affiliated organizations to easily establish quality websites for locals and subsidiary bodies (the "LaborWeb tool"). The UAW International seeks to participate in this program and to provide access to UAW affiliated local unions.

In consideration of the foregoing and of the mutual promises set forth in this UAW Participation Agreement, the parties agree as follows:

Participation

Effective as of the date of this UAW Participation Agreement, Participating Organization is entitled to access and utilize the LaborWeb services to establish and maintain a LaborWeb Website. The services provided include, but are not necessarily limited to, the following functions:

- Maintain a website;
- Choose from a selection of templates created by the UAW International;
- Create and add articles to its website;
- Create and use a photo album tool.

Fixed Elements of the Labor Web Tool Templates

Consistent with the UAW International's agreement with the AFL-CIO, Participating Organization agrees and acknowledges certain fixed elements to all LaborWeb Websites. Specifically, Participating Organization's LaborWeb Website will contain certain non-changeable and non-moveable sections for content that is provided by the AFL-CIO and Union Privilege. Specifically, each LaborWeb Website will have the following:

- The AFL-CIO will control two banners (buttons) in the right column, first and second slot, of each webpage on a Tier 2 or Tier 3 Labor Web Website. The buttons will relate to Union Privilege membership benefits and credit card program. The AFL-CIO will designate the URL.
- Union Privilege will have a “category” called Membership Benefits in the upper left-hand column of each webpage that will link to a Membership Benefits webpage (the “Benefits Page”). The Benefits Page will contain content provided by Union Privilege.
- The AFL-CIO will include a link on each webpage in a LaborWeb Website to a privacy policy and user agreement.

The International UAW and the AFL-CIO will have the right to post system messages.

Responsibility for Use of Services

Participating Organization is responsible for the design of logos and templates to use within its LaborWeb Website, provided, however, that such logos and templates shall follow the basic LaborWeb guidelines provided by the AFL-CIO.

The Participating Organization is responsible for all content it posts within the UAW International’s Hub and agrees to indemnify and hold harmless the AFL-CIO and the UAW International for all activity occurring within its respective tier and agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of Services, including those related to data privacy, international communications and the transmission of technical or personal data. The Participating Organization will take reasonable precautions to protect the security of its LaborWeb Website. The Participating Organization will immediately notify the AFL-CIO (at laborweb@aflcio.org) and the UAW International of any unauthorized use of its account or any other breach of security in relation to the LaborWeb tool.

The Participating Organization represent and warrants that its use of any information collected through its LaborWeb Websites will be used in compliance with the posted privacy policy attached as Exhibit A.

The Participating Organization agrees to indemnify and hold harmless the AFL-CIO and the UAW International and their respective officers, directors, employees, successors and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses (including reasonable attorney fees and costs) arising out of or related to (i) any use of the Services by the Participating Organization; or (ii) its breach of any term of this Agreement.

The AFL-CIO and UAW International do not warrant or make any representations regarding the accuracy, reliability, or any use of information on the Hub or any

LaborWeb Website. The AFL-CIO and UAW International publish the contents and any other information on this site on an “as-is” and “where-is” basis, without warranty of any kind, either express, implied, statutory or otherwise without limitation. The AFL-CIO and International UAW do not assume, and expressly disclaim, responsibility for errors, omissions or misrepresentation in any user information submitted by a user of the Services, or other information that is referenced by or linked to any LaborWeb Website.

The AFL-CIO and UAW International do not warrant that the Participating Organization’s use of the Services, or the operation or function of any LaborWeb Website, any component thereof, or any Services offered in connection therewith, will be uninterrupted or error-free.

Content

The Participating Organization agrees not to publish or communicate through the Hub or any LaborWeb Website the following types of content: (a) illegal or unlawful content; (b) invasions of personal privacy; (c) pornography or obscenity, or content which would generally be considered primarily of an “adult nature; (d) promotions of hate or incitement of violence; (e) violations of copyright, trademark, patent, or any other personal, intellectual property; or (f) violations of privacy rights, or content which constitutes defamation, libel, or slander. (Collectively referred to as “Prohibited Content.”). The AFL-CIO and International UAW reserve the right to remove any content which it believes, in its sole discretion, to be Prohibited Content.

The Participating Organization will comply with applicable law regarding political content on public websites.

The Participating Organization represents and warrants that it will not transmit any junk mail, spam, or unsolicited e-mail from any LaborWeb Website.

The Participating Organization grants to the AFL-CIO and UAW International, for the duration of its use of the Services and for the purposes of maintaining and operating the LaborWeb tool, a non-exclusive, worldwide, royalty-free, license to use, reproduce, adapt, publish, distribute, and display any information and material that the Participating Organization posts on any LaborWeb Website.

To the maximum extent permitted by applicable law, neither the AFL-CIO nor the UAW International shall be liable to the Participating Organization, or any third party claiming through you, for any damages suffered as a result of the use of the Services.

Data Collection and Reporting

As the LaborWeb tool administrator, the AFL-CIO will have access (through a super-administrative privilege) to the data placed within the system by the Participating

Organization, or its users, only for the purposes of administration, reporting, and management of the system, except as otherwise specified in this agreement.

For the purpose of providing for and predicting future hosting and server needs, as well as the overall ongoing success of the program, the AFL-CIO will have access to Hub reports that show total number of Tier 2 and Tier 3 centers and web traffic reports that show click-through data, page views, etc. In addition, the AFL-CIO will share reports with Union Privilege. On a quarterly basis, commencing with respect to the month concluding six (6) months after the effective date of this agreement, or such later date as the LaborWeb tool becomes capable of providing such reports, the AFL-CIO shall provide LaborWeb site statistics to HSBC showing traffic volume in aggregate for all LaborWeb websites.

Using an Application Programming Interface (“API”), the data collected on the LaborWeb sign-up pages will be added directly to the UAW International’s GetActive database.

Custom LaborWeb Setup

Where a Participating Organization chooses customized options, the additional setup and consulting fees will apply at the rates shown below:

- Additional professional services consulting to facilitate web services development, and custom data and systems integration (billed at \$125 an hour).
- Development of custom features* (billed at \$125 an hour).

Security

The LaborWeb solution is hosted in a secure Tier 1 data center with biometric security. The system is hosted in its own isolated network behind redundant industry standard firewalls. The websites generated by the system are delivered through a layer7 application switch to ensure redundancy at the server level with a back-end database server in case the primary fails. The data is backed up nightly, and the tapes are secured in an off-site fireproof facility. The entire solution is monitored 24 hours a day.

Termination by Participating Organization

The Participating Organization may terminate this Agreement with 60 days notice to the UAW International. Upon termination of this agreement, the Participating Organization will cease all use of the Services.

Termination for Breach of Participation Agreement

The UAW International may terminate this Participation Agreement immediately with notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives and attested by their duly authorized officers, all as of the day and year first above written.

UAW International Union

By: 

UAW Local

By: _____

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