



Local Union New Media/Digital Tools Agreement

Web sites, text messaging, e-mail, social media and other digital tools have become a good way to reach the membership and general public. As a result, the USW International is offering many digital tools as solutions for local unions to be able to text, e-mail, have a Web site and a variety of other online services that will facilitate near real-time communication with membership. These tools have a reasonable cost to the local for the operation of the system and come with the support of International New Media, Information Technology, Communications, Legal and other professional support. Locals may choose to use one or more of the available services, which may change at the discretion of the International.

1. Services offered by the International:

- UnionHall local union Web site tool – one site per local plus sites for SOAR chapters in good standing
 - UnionHall Web site set up, including help with obtaining custom URLs
 - A minimum of two (2) hours of basic training for local union editors
 - Information Technology (IT) and New Media support for basic trouble-shooting
 - Subscription to an email list of web editors to send updates, training opportunities and content ideas
- Mass texting tool: either ProTexting or Mobile Commons
 - One (1) editor accounts for each local union
 - Local Union account set up, including one keyword per unit
 - Two (2) hours of basic training for the local union editors
 - Information Technology (IT) and New Media support for basic trouble-shooting
 - Subscription to an email list of text message editors to send updates, training opportunities and content ideas
- Mass e-mail and online activism tool, Action Network
 - One Action Network account per local union with two (2) or more member administrators
 - Basic training for local union editors
 - Information Technology (IT) and New Media support for basic trouble-shooting
 - Subscription to an email list of Action Network editors to send updates, training opportunities and content ideas
- Social Media support and training

- Help by New Media staff to strategize and properly set up official local union social media accounts that must include a minimum of two (2) local union administrators and be accessible by the International
- Basic training for local union editors
- Information Technology (IT) and New Media support for basic trouble-shooting
- Subscription to an email list of social media editors to send updates, training opportunities and content ideas

2. To participate Local Unions must:

- Choose a minimum of two (2) editors per account, except for Pro-Texting in which case one (1) username is used per local. They will be the people empowered to send texts to your local union membership and will be the International's point of contact.
- Editors must participate in two (2) hours of basic training hosted by the New Media department. Further training is available but not mandatory.
- Editors must subscribe to the International's e-mail lists for important information regarding the tools, content sharing and best practices.
- Locals must agree to allow the International to have access to each tool for emergency and/or support purposes.
- Review this document and agree to abide by the U.S. anti-spam laws known as Can-Spam. You can review the laws here: <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business> and here: <https://www.consumer.ftc.gov/articles/0350-text-message-spam>
- Review and abide by the International's content rules and rules and regulations regarding the confidentiality and use of members' and others' data
- Immediately notify the New Media department of any unauthorized use of the systems, breaches of security or privacy, content rule violations or if the Local Union's Editor rights need changed.
- Agree that the account and all data belongs to the International Union and must be relinquished upon request, or when local editors no longer hold their position for any reason.

3. Content rules and standards:

Participating Local Unions agree to the following regarding content:

- Will not to publish or communicate through the Local Union lists or use the tools to share the following types of content:
 - a. illegal or unlawful content;
 - b. content that invades personal privacy;
 - c. pornography or obscenity, or content which would generally considered to be primarily of an "adult" nature (i.e., content that, if displayed in a movie theater, would be expected to receive an "X" rating);
 - d. promotions of hate, discrimination or incitement of violence;

- e. content that infringes on copyright, trademark or patent or which improperly appropriates other personal, intellectual property; or
 - f. content that violates privacy rights, or that constitutes defamation or libel slander. The I.T. and New Media department at the International has the right to remove any content which it believes, in its sole discretion, to violate our rules and standards.
- Will comply with any guidelines set forth by the International Union regarding internal and external political content using the tools directly or linking to Web sites.
 - Will not transmit any junk mail, spam or unsolicited texts from the tools.
 - Grants to the International Union and the New Media Department the right to reuse and share any content or images that the Local Union publishes using the tools.
 - Grants the International Union and the New Media Department rights to flow through to Local Union accounts content as necessary and to periodically offer opt-ins to International and New Media lists
 - Will not transmit paid advertising or business texts or personal affairs from the mobile text system.
 - Failure to comply could result in a revocation of access to the texting system.

5. Costs and other charges

During the beta testing phase the services will be made available to Participating Local Unions at no cost to the organization. In such time as the beta period is deemed completed a decision will be made as to whether this will be a general offering. In the case where the service is allowed to continue after the Beta testing phase, monthly charges will apply. The Local Union will be notified of any fees and will have opportunity to continue or cease use of the service.

6. Termination of agreement

- The United Steelworkers is a client of Action Network, UnionHall, ProTexting and Mobile Commons and our contracts stipulate how and why the company can terminate the agreement with notice. If these firms cease operations, terminate our agreements or if our contracts are not renewed, we will be unable to extend the service to Local Unions.
- The Local Union may terminate this Participation Agreement with 30 days written notice to the International Union. Upon termination of this agreement, the Participating Local Union will cease all use of the services and turn over all data to the International.
- The United Steelworkers may terminate this Participation Agreement if the Local Union materially breaches any provision of this Participation Agreement and fails to cure such material breach within 30 days notice from the providers or the United Steelworkers to the Local Union of such breach.

3. Legal Indemnification of the United Steelworkers

The Participating Local Unions, agree to indemnify and hold harmless the United Steelworkers, and their officers, directors, employees, successors and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses arising out of or related to (i) any use of the Services by Participating Local Unions; (ii) its breach of any term of this Agreement; or (iii) its violation of any applicable law, regulation or right of any third party in any jurisdiction.

United Steelworkers Local Union Digital Services Participating Agreement
(Scan and email this page to cmabin@usw.org)

The United Steelworkers does not warrant that Local Union’s use of the Service, any component thereof, or any services offered in connection therewith, will be uninterrupted or error-free.

To the maximum extent permitted by applicable law, the United Steelworkers shall not be liable to Participating Local Union, or any third party claiming through you, for any damages suffered as a result of the use of the services consisting of six (6) pages.

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.

Participating Local Union: _____ **Date:** _____

Please mark an X next to the services chosen:

- Text _____
- Action Network _____
- Website _____
- Social Media support _____

Local Union Officer

By (Signature): _____

Print Name: _____

Title: _____

Witness

By (Signature): _____

Print Name: _____

Title: _____

Communication Coordinator 1:

Print Name: _____

Email: _____

Cell phone: _____

Communication Coordinator 2:

Print Name: _____

Email: _____

Cell phone: _____