

# LABORWEB PARTICIPATING LOCAL UNION AGREEMENT

## **AFSCME LaborWeb**

### **Program Participation Agreement**

The following is the agreement for participation in the LaborWeb Program through use of LaborWeb online software. Local unions enter into this agreement with their AFSCME council or parent union (“Participating Affiliate”) on behalf of themselves.

#### **1. Purpose**

The AFSCME International Union (“the International Union”) seeks to enhance the technical capacity and overall communications effectiveness of AFSCME affiliates and locals. LaborWeb is an internet based content management system that allows those without technical skills to build and maintain websites. LaborWeb is available through the AFL-CIO, the owner of the LaborWeb system.

#### **2. Services available to Participating Local Unions**

Through this Participation Agreement, Participating Local Unions will be able to conduct the following functions through the LaborWeb tool:

- Create a website using one of several LaborWeb templates created by the AFSCME International Union
- Create web pages within its LaborWeb Websites
- Collect and manage membership and activist e-mail addresses
- Create and add articles to its LaborWeb Websites
- Create page categories for its Labor Web Websites
- Receive syndicated content from the International Union and their participating Participating Affiliate
- Add RSS feeds to and from its LaborWeb Websites
- Use a photo album tool
- Use a calendar of events tool
- The International Union will have the ability to post syndicated content on websites of all Participating Local Union and Participating Affiliates. It will be up to the Participating locals to manage the syndicated content using the “suppression” and “article order” functions in the LaborWeb tool. This syndicated content will include articles and RSS feeds that can be placed in any category including the “home page.” The syndication function currently includes creating categories, articles, RSS feeds, banners/buttons, events and photo albums.
- Technical assistance for Participating Local Unions is provided through their Participating Affiliate with which they are affiliated (see Support section below for details).

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### **3. Fixed Elements of the LaborWeb Tool Templates**

LaborWeb Websites will contain certain non-changeable and non-moveable sections on each website page for content that is provided by the International Union or the AFL-CIO.

- The top two buttons of the right column of each webpage on all LaborWeb websites will be to promote the AFSCME Advantage/Union Privilege membership benefits and credit card program.
- AFSCME Advantage 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 AFSCME Advantage.
- The International Union will have a “category” called AFSCME.org in the upper left-hand column of each webpage that will link to the International Union’s website.
- The International Union will control four standard banners on the bottom portion of each webpage on a LaborWeb Website.
- The International Union will control one or more banners (buttons) in the right column of each webpage on a LaborWeb Website.
- The International Union will also have the option of creating additional “categories” in the upper left-hand column of each webpage that will link to related webpages within a LaborWeb Website that are populated with AFSCME-syndicated content.
- The International Union will include a link on each webpage on a LaborWeb Website to a privacy policy and terms of use. The International Union will control the content of the privacy policy and the AFL-CIO will control the terms of use, both of which may be modified, as needed, from time to time.

For the purpose of communicating necessary systemwide messages to LaborWeb administrators, on a regular basis, the AFL-CIO and the AFSCME International Union will have the right to post system messages on the dashboard of each LaborWeb Hub.

### **4. Responsibilities of Participating Local Unions**

Participating Local Unions agree to the following responsibilities to use the LaborWeb system.

- Before creating and activating a site through LaborWeb, the Participating Local Union must designate an individual LaborWeb Administrator who will serve as the point of contact for the Participating Affiliate
- Before creating and activating a site through LaborWeb, the LaborWeb Administrator must participate in a LaborWeb training, which will be held regularly.

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- The Participating Local Union is responsible for all activity occurring on its LaborWeb Website and those of its local unions, and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Services, including those related to data privacy, international communications and transmission of technical or personal data.
- The Participating Local Union will take reasonable precautions to protect the security of the dashboard through which LaborWeb Websites are administered, including without limitation maintaining the confidentiality of all necessary passwords.
- The Participating Local Union represents and warrants that its use of any information collected through the LaborWeb Website will be used in compliance with the posted privacy policy.
- The Participating Local Union represents and warrants that its use of any information collected through the LaborWeb Website will only be shared with AFSCME entities and AFL-CIO-related organizations. Any third parties that perform services on behalf of the Participating Local Union must sign a non-disclosure agreement with that Participating Local Union.
- The Participating Local Unions, agree to indemnify and hold harmless AFSCME, Participating Affiliate, and the AFL-CIO 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.
- The Participating Local Union is responsible for removing Administrator rights immediately from those who are no longer affiliated with the organization. The Participating Local Union will immediately notify the International Union of any unauthorized use of its account or any other breach of security in relation to the LaborWeb tool.
- Participating Local Unions may designate additional LaborWeb users who have full access to the tool and may create or change content; however, Administrators at Participating Local Unions remain the sole point of contact between the Participating Affiliate and the Participating Local Union.

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### **5. Support**

- LaborWeb Administrators may use the system's web forms to pose questions, make suggestion, and report bugs.
- The International Union, with the AFL-CIO, will host trainings that Administrators from Participating Local Union must participate in to learn to use LaborWeb.
- Participating Local Unions must contact their Participating Affiliate for other technical support questions.

### **6. Content**

Participating Local Unions agree to the following regarding content on LaborWeb Websites:

- Will not to publish or communicate through the 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 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 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 ("Prohibited Content"). The International Union reserves the right to remove any content which it believes, in its sole discretion, to be Prohibited Content.
- Will comply with any guidelines set forth by the International Union and located on the Center Dashboard of each LaborWeb Website regarding political content on public websites.
- Represents and warrants that it will not transmit any junk mail, spam or unsolicited e-mail from the LaborWeb tool.
- Grants to the International Union, 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 Participating Local Unions post on LaborWeb Websites.

### **7. Data collection**

- The AFL-CIO and the AFSCME International Union will have access to the data placed within the system by the Participating Local Unions, or their users, only for the purposes of administration and management of the system, except as otherwise specified in this agreement.
- The International Union will add membership data collected on websites to our Enterprise and GetActive databases where it can be additionally accessed by Participating Affiliates.

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- For Participating Local Unions that do not use the GetActive tool: data collected on the LaborWeb sign-up pages will be available as an exported spreadsheet.

### **8. Security**

The AFL-CIO owns the LaborWeb solution, which the AFL-CIO hosts 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 backend 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.

### **9. Charges to Participating Organization**

Most LaborWeb services will be made available to Participating Local Unions at no cost to the organization.

- The AFL-CIO provides for the server fees
- The International Union will pay the AFL-CIO an annual fee for locals to use LaborWeb
- The AFL-CIO and/or provides for trainings
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### **10. Termination by Participating Local Union**

The Participating Local Union using LaborWeb may terminate this Participation Agreement with 60 days written notice to the International Union. Upon termination of this agreement, the Participating Local Union will cease all use of the Services.

### **11. Termination for breach of Participation Agreement**

The AFL-CIO or AFSCME may terminate this Participation Agreement if the Participating Local Union materially breaches any provision of this Participation Agreement and fails to cure such material breach within 30 days notice from the AFL-CIO or AFSCME to the Participating Local Union of such breach.

### **12. Disclaimer**

Neither AFSCME nor the AFL-CIO warrant or make any representations regarding the accuracy, reliability, or any use of information on the Hub or any LaborWeb Website. AFSCME and AFL-CIO publishes 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, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement of third-party rights. AFSCME and the AFL-CIO do not assume, and expressly disclaims, responsibility for errors, omissions or misrepresentations in any user information submitted by a user of the Services, or other information that is referenced by or linked to any LaborWeb Website.

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AFSCME, Participating Affiliates and the AFL-CIO do not warrant that Participating Affiliate or Local Union's use of the Services, or the operation or function of the Hub or any LaborWeb Website, any component thereof, or any Services offered in connection therewith, will be uninterrupted or error-free.

To the maximum extent permitted by applicable law, AFSCME, Participating Affiliates and/or the AFL-CIO 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.

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.

**Participating Local Union** \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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