



**VOICES OF SEPTEMBER 11, INC. DBA VOICES CENTER FOR RESILIENCE
9/11 LIVING MEMORIAL SUBMISSION AGREEMENT**

Thank you for your interest in submitting material to [Voices of September 11, Inc. \(VOICES\)](#). We greatly appreciate your participation and willingness to contribute. To govern how your contribution will be made, how it will be used by VOICES, and the rules that will apply to it, we have prepared this Submission Agreement for your review. Should you have any questions about it, please let us know.

This Submission Agreement is between you (referred to as "You") and Voices of September 11th, Inc. (referred to as "VOICES", "We" or "Us"). This is a binding legal agreement.

VOICES accepts, at its sole discretion, any form of electronic materials, documents, notes, data, personal information (e.g. the victim's, Your or other identifiable individual's name, likeness, voice, story or biography), photographs, and other submissions related to the events of September 11th and life before or thereafter of family, survivors, rescuers, recovery workers and others directly or indirectly impacted ("Submissions"). VOICES is not obligated to accept or use all or any portion of Your Submissions.

You hereby grant to VOICES, its successors and assigns, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, digitize, store, republish, edit, modify, create derivative works from, distribute, display, perform, sublicense to others and otherwise use the Submissions for any purpose (including but not limited to, educational, historical, fundraising, and informational, purposes), in any medium including, without limitation, print, audio, audio-visual, internet, digital, computer-based, and any other medium now known or hereafter created or developed. VOICES shall own all right, title and interest in any derivative works or any

other compilations it creates or has made containing the Submissions.

You are at least eighteen (18) years of age and represent that you have the legal permissions and right to provide the Submissions to Us.

You warrant all information, including the Submissions, You are providing to Us is, to your knowledge, accurate and true. You shall indemnify, defend and hold VOICES harmless, for any damages caused VOICES arising from a breach of this warranty or any allegation that your Submission infringes Your or any third person's or entity's copyright, right to publicity/privacy or other intellectual property or proprietary rights.

This agreement will be construed in accordance with and governed by the laws of the State of New York. You agree that You will attempt to settle all issues arising under this Agreement with VOICES or any of its successors, assigns or trusted affiliates through good faith negotiations. Should such efforts not be successful, it is understood and agreed that any such dispute concerning this agreement shall be submitted and subject to the jurisdiction of and be venued (located) in the courts of the State of New York.

This agreement contains the entire agreement between You and VOICES and supersedes all prior oral or written agreements between the parties. All modifications to this Agreement shall be in writing and signed by both parties.