

INDEPENDENT PRACTITIONERS'

TOOLKIT

FOR ORAL HISTORIANS

Assembled by the

***Independent Practitioners' Task Force
of the Oral History Association***

2020-2021

***SARAH DZIEDZIC & JESS LAMAR REECE HOLLER (CO-CHAIRS), ALLISON TRACY-TAYLOR (CONVENER),
KIM HEIKKILA, MAGGIE LEMERE, LIZ STRONG, SADY SULLIVAN, CAMERON VANDERSCOFF,
MICHELLE LITTLE, TERESA BERGEN***

TABLE OF CONTENTS

FOR THE

INDEPENDENT

PRACTITIONERS'

TOOLKIT

<i>I. Statement from the Authors</i>	3
<i>II. Introduction</i>	4
<i>III. Setting Your Fees & Rates</i>	6
<i>IV. Developing Scopes of Work, Contracts, & Work Proposals</i>	21
<i>V. Consent</i>	28
<i>VI. Ownership, Rights, & Intellectual Property</i>	34
<i>VII. Post-Project Considerations: Portfolios, Crediting, Derivative Works, & Rights of First Refusal</i>	46
<i>VIII. Concluding Thoughts on Unpaid Professional Service</i>	53

I. STATEMENT FROM THE AUTHORS

The Independent Practitioners' Task Force Toolkit was written between 2020 and 2021 by what ended up being an all-white, majority female and queer femme group of practitioners, rooted in a variety of practice contexts: working on contract, at, for, and between local history non-profits, university research centers and archives, grassroots community organizations, documentary arts outfits, and for state-funded programs. Though we are also disabled, queer, working-class, and overwhelming come from and practice out of justice movement context, we are all, undeniably, white.

Our whiteness is not incidental; it is baked into the structure of unpaid service work and is itself emblematic of why this toolkit must exist: to recognize, call out, and organize reparatively against the barriers to access that shape our field, and to enact more just, accessible, abundant futures open to a wider range of practitioners. While these issues and charges go beyond this particular task force, we are surfacing them here—and have been asked to do so, thanks to necessary provocations from Dr. Gwendolyn Etter-Lewis of the Oral History Association Council and University of Miami of Ohio—because they matter for how our work should be read and received, and for future speculative visions for how work like this, in spaces like the Oral History Association, might proceed more inclusively in the future. And while the whiteness of our Task Force is a material product of the larger culture of professional service, which expects free labor that only the privileged can afford to provide, that doesn't make our whiteness any less problematic. The Toolkit is shaped by it and suffers because of it: even with consciousness of it, and despite our best efforts to recognize, qualify, and mitigate it.

*We offer the Toolkit—white as it is—as a document of the work undertaken by the 2020–2021 Independent Practitioners' Task Force, and the first resource of its kind created within the structure of oral history's professional association. As we look ahead to how this resource will evolve, we commit to advocating for meaningful compensation and speculating a future in which supported professional service, organizing, and advocacy work that is truly accessible to practitioners of color and from working-class backgrounds will not only be possible, but **designed for from the get-go.***

In solidarity,

Jess, Sarah, & Allison

for the Independent Practitioners' Task Force

II. INTRODUCTION

Welcome to the Independent Practitioner Toolkit, a robust and detailed educational resource intended for use by practitioners who work within the fields of oral history and allied documentary and cultural work as freelancers, independent contractors, consultants, artists, community historians, and small business owners/sole proprietorships. We may work on a contract basis for one or a number of institutions; or may work for ourselves as oral history consultants responding to calls for proposals, taking on clients, or seeking grant funding for our own projects. Across these differences, what unites independent practitioners—for whom this Toolkit of materials is addressed—is that we do not have permanent oral history employment or full time institutional affiliations. Rather, we typically navigate multiple work environments while simultaneously taking steps to secure an assortment of future gigs that can sustain and challenge us.

By focusing on “work,” the Toolkit will be most useful to individuals and collectives that endeavor to integrate the practice of oral history into a viable career path, regardless of academic or professional credentials. Those who conduct oral histories within family and community as a venture separate from their career may also find value in the Toolkit’s guidance on project planning and institutional partnerships. Likewise, those who choose to utilize other means of creating fair exchange outside of the cash economy, such as [timebanking](#), barter/trade, and skill shares—modes that are especially well-suited for peer or intra-community work—will find useful information in the Toolkit about the valuation of oral history labor, as well as rights and ownership.¹ Those who are denied and disqualified from current funding fads, who utilize oral history to build power within their own communities, will find defensive strategies for derivative works that may be useful when foundations shift their priorities.

This resource is a project of the Oral History Association’s Independent Practitioner Task Force, and is based on members’ experiences working in the field coupled with research into guidelines established in adjacent fields of practice. It’s a result of countless hours talking, writing, and translating bad work experiences into reparative practices that we humbly offer to prevent other practitioners and communities from being on the receiving end of unethical treatment or unfair pay while participating in oral history work. So, while the core principles and practices outlined here are speculative—working to enact the

¹ For information on timebanking, see Stephanie Rearick, “Transitioning to a Just Economy with Timebanking,” *Grassroots Economic Organizing*, July 27, 2016, <https://geo.coop/story/diy-system-change>.

future of independent oral history practice and to normalize the reparative ethics that we all desperately want to see—they are also ethnographic: emerging from the actual, real experiences and jobs that have made up our collective lives and livelihoods. As we also strive to make the field more accessible and sustainable to practitioners from marginalized positionalities, we know that this conversation will continue.

The information in the Toolkit is presented in the order of a work development timeline common to many independent practices, from establishing a practice and developing the terms of a project to considering issues that may arise after a project is complete. Of course, not every project or relationship will follow this timeline, and many aspects of oral history work are intertwined and interdependent. Therefore, it's recommended that users of the Toolkit first read through the sections in order, following the narrative thread throughout, before jumping between topics.

COMING SOON! Links to some sample documents will be provided throughout.

Thank you!

The Independent Practitioners' Task Force

Sarah Dziedzic & Jess Lamar Reece Holler, *Co-Chairs*

IPTF Members, 2021

Allison Tracy-Taylor, *Liaison to Council*

Kim Heikkila

Maggie Lemere

Cameron Vanderscoff

Liz Strong

Sady Sullivan

IPTF Members, 2020

Michelle Little

Teresa Bergen

HOW TO USE & CITE THIS WORK

In keeping with our commitment to honoring the labor of cultural workers, please credit content drawn from this resource—whether directly quoted or not—as you would any written, spoken, or visual resource. Recognizing and crediting movement-based praxes and ethics—beyond academic publications—as vibrant forms of intellectual and political production is part of building economic justice and practicing solidarity with independent practitioners. To enact this world, it's important to recognize the labor of multiple forms of authorship and community contexts. Casual, clear forms of crediting (@'s and shoutouts) are welcome and sufficient. For those writing about our work & needing a bibliographic format, use:

Independent Practitioners' Task Force. *Independent Practitioners' Toolkit for Oral Historians.* Various Locations: Oral History Association, 2021.

III. SETTING YOUR FEES & RATES

Disclaimer: Setting Your Fees & Rates was written collectively by members of the Independent Practitioner Task Force and was reviewed and approved by OHA Council, and does not constitute legal advice. Please consult with an attorney when questions of a legal nature arise. These are a set of guidelines regarding how to charge for oral history services as an independent practitioner. These statements are meant to serve as a starting point for equitable and fair negotiations, and to recognize that fees and rates are commensurate with skills, experience, and specialization. Local market rates, cost of living, practitioner experience, and client resources vary, and it's likely your fees and rates will vary too. As this is an educational project, references and citations are provided where appropriate, and the Task Force encourages readers to visit those resources and make use of the information to draw their own conclusions and develop their own divergent guidelines as they see fit.

WHAT IS ORAL HISTORY LABOR?

Oral history performed by an oral historian is specialized and skilled labor, and is often a synthesis of various skills, of which interviewing is only one. Project management, grant writing, consultation, research design, photography, audio/video production, digital archiving, exhibit design, content strategy, relationship management, transcription, translation, indexing, archival research, and historical analysis are just a few distinct skills that many oral historians also perform. Additionally, the [“soft skills”](#) of listening, patience, adaptability, communication, emotional intelligence, cultural and community liaising and translation, developing and sustaining relationships, and the dexterity of balancing multiple projects at once are crucial for interview-based projects to be carried out successfully.² Keep this in mind as you develop your fees and rates.

HOW TO DEVELOP YOUR RATES

For better or worse, oral history isn't one of those professional specializations where someone can easily look up pricing. It's practiced in varied locales and industries, with organizations or individuals who may be well-funded or may have no budget whatsoever. It may include specialized services a la carte, or ongoing consultation, or it may involve producing a full project, start to finish. Moreover, the field has not undertaken an across-the-board survey of fee and salary transparency, as [art museum professionals did in 2019](#), which revealed wildly different rates of pay for the same kinds of work both between and even *within* institutions. While there is no standard rate that works for

² Jacob Share, “The Top 10 Soft Skills in Demand,” *LiveCareer*, <https://www.livecareer.com/resources/jobs/search/soft-skills-in-demand>.

everyone, in every situation, there are many opportunities to build support, sustainability, equity, and solidarity across the field by sharing resources and experiential knowledge.

There are a few things you can do to determine your rate and address the question of whether your rate is adequate to the project at hand. These include: consulting with a peer or a mentor; checking sites like [Glassdoor](#) for salaried positions in your region that are comparable in terms of skills; and looking at freelance rates for content-based services like video production, photo editing, and graphic design, or development-based services such as grant writing and client management. Again, this is just a starting point. What is key is recognizing the high value of your skill set, a process that can be challenging for practitioners accustomed to compensation associated with positions in mission-driven fields.

Keep in mind that when comparing freelance rates to annual salaries there are many complex differences to consider. As an independent contractor, you're simultaneously the head of your business—regardless of whether you operate as a sole proprietor, partnership/cooperative, corporation, or LLC—and will need to pay out of pocket for your overhead and operating costs, which will typically increase incrementally each year and may increase substantially with the growth of your business.³ These expenses typically include devoting adequate time to developing and securing future work, finding and coordinating staff or subcontractors, bookkeeping and basic administrative tasks, paying for legal services or professional accounting, advertising and marketing, and maintaining consistent quality control.⁴ You may also be responsible for paying subcontractors out of your fee, in which case your rate will need to include funds to ensure their timely payment at a fair rate, as well as preparing tax documents for them annually. Also, unlike payrolled employees, you're subject to self employment taxes, and responsible for shouldering the cost of benefits traditionally offered by employers (health insurance, retirement, transportation reimbursement, time off, sick leave, access to computing and recording equipment, etc.). Finally, **oral history work is not easy to find or quick to be funded**

³ The Independent Museum Professional Network of the American Alliance of Museums organized a conversation on this topic in 2019; slides from this presentation can be viewed online. Ginny Cascio Bonifacio and Heather Hope Kuruvilla, "The Business of Becoming an IMP," presentation in conjunction with the American Alliance of Museums Independent Museum Professionals Network, October 24, 2019, <https://drive.google.com/file/d/1u0-Be38mbnoO2i1D1M6aUR0tKT3ElMo/view>.

⁴ Resources that help with calculating these costs take many different approaches; here are some starting points: Katharine Reynolds Lewis, "Handout on Freelance Writing Success," presentation at the National Press Club freelance bootcamp, June, 2014, https://www.slideshare.net/kakki1/krL-handout-for-npc-bootcamp-june-2014?from_action=save; Laura Shin, "Freelancers, Here's How to Set Your Rates," *Forbes*, October 27, 2014, <https://www.forbes.com/sites/laurashin/2014/10/27/freelancers-heres-how-to-set-your-rates/?sh=333adba67c48>; Nathan Grady, "How to Price Your Work as an Independent Contractor," *InvoiceASAP*, June 3, 2019, <https://blog.invoiceasap.com/2019/06/03/how-to-price-your-work-as-an-independent-contractor/>.

and your rates should be adequate to get you and your business through lean times when work or funds don't come through.

In summary, your rate should reflect your full costs of doing business in order to avoid operating at a loss or being forced to shutter your business if a project falls through or a client is slow on payment. For all of the reasons above—as the [American Folklore Society's Position Statement on Compensation for Self-Employed Folklorists](#) describes—your rates may be significantly higher than the hourly rate of a salaried professional in a comparable role.⁵

As another starting point for determining rates, the table below outlines tasks that typically comprise the components of oral history project work. The goal of this table is twofold: to help new practitioners start to formulate their rates by using it as a rough template, and to give some transparency to the tasks and corresponding labor that should be budgeted for to produce oral history projects. Many practitioners have a baseline fee for researching, scheduling, and recording a 90–120-minute audio session. The typical accompanying services of securing or creating narrator consent forms, coordinating transcription, and facilitating narrator review and approval may or may not be included in this fee, depending on the project scope, format, and any project staff that may have been hired to oversee some of these critical tasks. Other factors to consider when determining a fee include your skills and experience, local cost of living, turnaround times, and other variables listed below.

Finally, consider what services you will be providing. Many oral historians are skilled interdisciplinary practitioners—either by choice or necessity—and are capable of carrying out many (if not all) of the below tasks, in various combinations, whereas others may choose to focus on one skill or task area. Thus, the overall fee you charge may reflect taking on some of this labor yourself while contracting others to complete the rest. Additionally, what tasks you decide to take on versus contract out (when needed) may vary project to project. Experienced practitioners, including those with cultural/community membership, may charge higher rates and/or formulate their rates differently (see next section on project, hourly, flat, or day rates).

⁵ See American Folklore Society Executive Board, "AFS Position Statement on Compensation for Self-Employed Folklorists," American Folklore Society, 2001, <https://americanfolkloresociety.org/our-work/position-statement-compensation/>.

TASK	COMMON VARIABLES
Interview	research required; duration of session; standalone interview vs series/project; translation needs; format (audio/video); responsibilities related to narrator correspondence, scheduling, and developing/securing consent
Narrator compensation	needs/requests of narrator community; community/cultural context; ability to distribute cash/checks/gift cards/indirect payment
Interpretation	spoken or signed language; level of difficulty; format of interview/correspondence
Transcription	duration; quality and complexity of recording; specialized formatting; presence of project word list and expectations around confirmation of proper names
Interview indexing	complexity of indexing system; detail required; access to indexing program/software
Interview audit-editing	quality of transcription or audio; specificity of style guide; possibility of narrator review; use of specialized terms or vocabulary
Translation	quality of transcription, audio, or video; use of transcript of captioning
Project design	size and scope of project and budget; amount of discussion and iteration
Project management	size and scope of project and budget; staff/contractor oversight; number of internal and external project partners
Written summaries, histories, reports, or proposal development	degree of depth of work; degree of synthesis or additional research required; length and intensity of report; intended audience
Press releases and media packets	complexity of media packet; number of affiliated documents; whether or not a full marketing-communications plan or branding kit are included; general or tailored audience(s)
Video recording	number/type of cameras, lighting, director of photography's rate; number and type of crew
Documentary production	goals of the edit and how the interview is being used; additional visual materials that may be required;

	producer and/or editor's fee
Clip production	format (audio, video, text); duration; production style or template
Exhibit design	size of exhibition // # of spaces; # of team members; formats and materials requiring design; exhibition budget; whether promotions // marketing is required
Publication design and production	use of templates or design software; creation, editing, proofreading of content; complexity of publication
Public programming	public program format and length; # of other team members or collaborators; degree of curation or subsequent media production required; whether promotions // marketing is required
Social media content development	ease of access to templates, branding, and logos; structure of feedback/approval
Digital archiving	creation of new archival system; ongoing upkeep requirements
Finding aid/cataloging	extent of collection; uniqueness of items; use of existing catalog system/creation of new system
Archival media digitization	obscurity of format; quality of original media; access to equipment/software

WHAT KIND OF RATE TO USE (PROJECT, HOURLY, DAY, FLAT)

The rate you charge for your services can be an hourly rate, day rate, or flat/project rate—or even a combination, for example using a flat fee for each oral history interview, and hourly rates for transcribing and audit-editing. Or you may bundle your rate as a project fee that encompasses all the work the project requires.

Keep in mind that different approaches may create more administrative labor, which can be onerous and especially time-consuming if you need to track an assortment of tasks/hours across multiple projects and clients. Creating an itemization of all the work the project entails is useful when you're deciding what you're going to charge, but it's not necessary to share that itemization with your client. If they ask for a cost breakdown, you can decide how much detail you want to share.

Also, try to remember that proposing your rate is an opportunity to educate a client on the full cost of oral history work and will provide them with critical information on how to prioritize and/or fundraise, both for your particular engagement and in the future. It's normal to worry about sticker shock, but you can't predict what rate a potential client will interpret as high or low. When you share your rate, you can decide if you're amenable to rate negotiation or not.

In general, hourly rates can work well for tasks that tend to take a variable amount of time, while flat rates (or, sometimes, day rates) can be ideal when there's some predictability expected. While there are few predictable tasks involved in oral history interviewing, completing one task quickly and easily can leave room for addressing more complex tasks later in a project. It may be helpful to think about using hourly rates as protection when there are unknowns, such as the quality of audio or first-draft transcription when performing audit-edits. By contrast, flat rates can reflect your experience and efficiency at completing a complex task. Think about how long it might have taken you to compile a project budget for your first client, compared to now. You don't have to charge less because you can now do it faster and better. Day rates come into play when a task requires you to block out a full day to complete it; the task may not take eight hours, but the circumstances surrounding it will prevent you from completing the same task for another client on the same day.

Project fees can be useful to encapsulate an assortment of services, as they can cut down on itemized task-tracking *and* also make it easier for a client to budget for a set cost. If project fees are open-ended, or designed to be revisited at a later date pending project progress, this should be stated, scheduled, and agreed to before beginning work. It can be advantageous to work on a project in clearly defined phases so that you have the opportunity to re-negotiate your rate to reflect the rising cost of living as well as your own increase in skill, expertise, or demand over time.

WHEN TO DISCUSS RATES WITH A POTENTIAL CLIENT

It's typical to ask for details about an oral history service, including the available budget, before providing a rate. After an initial exchange, you can share a rate as a component of your Scope of Work (SOW). The initial proposal and basic revisions to rates and services are typically provided free of charge for good faith inquiries. The SOW often becomes the basis for (or itself serves as) a contract or work agreement.⁶ A contract may be revisited if

⁶ What constitutes a binding contract can vary by state and municipality; consult the laws that apply to the area where work will take place.

the work required differs drastically from the initial SOW, for example if administrative support that was promised is not provided. In cases such as this, requesting additional fees, a higher rate, or the addition of a subcontractor is appropriate.

Advocating for adequate valuation and discussing divergences from agreements is an important skill. Even if the budget can't be amended to accommodate work that differs from the initial SOW, pricing out the full cost of services and delivering a zeroed out invoice for donated "in-kind" services is one additional way to carry out the work in full while also responsibly communicating the value and cost of services in our field.⁷ The work you put into making the full cost of oral history work more transparent will help contribute to the inclusivity of the field and make working in the field more sustainable for everyone—especially for practitioners occupying historically marginalized positionalities. Practitioners in privileged positionalities have a responsibility to understand the importance of this work as a means to lessen the burden of those with less structural power. This is a critical way—despite being freelancers and working for different people and organizations—that we build solidarity, and practice responsibly and compassionately to build a more just and accessible field.

SETTING DIFFERENT RATES FOR DIFFERENT KINDS OF PROJECTS

Ask organizations if they have flexibility with regard to roles that, at first glance, appear fixed. Many organizations request the services of freelance oral historians in a format that closely models part-time or even full-time employee job descriptions. According to the Internal Revenue Service, outlining expected hours of service/week, expecting the work to be performed onsite or during set hours, or overly prescribing how the work will be carried out are often indications that the role is designed for an employee rather than a contractor.⁸ In your initial conversation, remember that it may be the first time the organization is working with a freelancer or independent contractor, and they may benefit from information on the important distinctions between employees and independent

⁷ This practice of pricing out donated or pro bono services is taught by Suzanne Snider at [Oral History Summer School](#) and trains oral history practitioners in the real costs of oral history services. Typically, only the cost of donated tangible goods are tax deductible, but there may be exceptions for some services; [here is one resource on the subject](#). Jonathan Medows, "You Can't Put a Price on Pro Bono Work—But You Can Claim Do-Gooder Deductions," *CPA for Freelancers*, October 7, 2015, <https://www.cpaforfreelancers.com/you-cant-put-a-price-on-pro-bono-work-but-you-can-claim-do-gooder-deductions/>.

⁸ The Internal Revenue Service offers the following guidance on employees and independent contractors: "The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work, not what will be done and how it will be done. Small businesses should consider all evidence of the degree of control and independence in the employer/worker relationship. Whether a worker is an independent contractor or employee depends on the facts in each situation." "Understanding Employee vs. Contractor Designation," IRS Fact Sheet 2017-09, July 20, 2017, <https://www.irs.gov/newsroom/understanding-employee-vs-contractor-designation>

contractors.⁹ Secondly, keep in mind that this may be the first time they are enlisting an oral history professional and that the details listed may be an estimate. Ask for more details about the services the organization needs and you may be able to generate a SOW with obligations and expectations that work better for everyone. Alternately, you might identify a bad fit before you sign a contract! A third option is that the role is reconceived as a term-limited staff position that may carry some favorable terms associated with being on an employer payroll, such as receiving benefits throughout the duration of the position and being eligible for unemployment if fundraising to continue the position is unsuccessful.

10

As freelancers, it's important to recognize how much time is required to get familiar with new project details, specialized vocabulary and topics, unique administrative systems and software programs, and the cultural or historical contexts necessary to carry out the work. To account for these “start up” costs, short-term projects, project consultations, or one-off services often require higher pricing. Short-term projects also take time away from looking for other gigs without providing any long term stability, and this is another factor to consider when deciding your rate. Also, you may be asked to take on and complete short term work quickly amidst an already heavy workload, in which case your rate can reflect the extra rush and exertion required to complete the work within a quick turnaround.

Another source of variation in pricing is the operating budget of the organization seeking your services. While oral history work has increased in popularity over recent years, it's often hard to come by when you're searching for paid work opportunities; the fees charged by independent practitioners often acknowledge the reality that adequately paid work in the field is limited. To that end, practitioners likewise may offer sliding-scale fees. A corporate client or a well-resourced non-profit (like a large museum, archive, or university)—by dint of staff support, operating budgets, financial contributions from their board, or other means—will have a different capacity and budget than a grassroots or all-volunteer organization.¹¹ Many oral historians are ethically invested in doing community-based work—within our own networks or as outsiders—for which there is

⁹ A resource for organizations to weigh the differences between devising a role for an employee or an independent contractor: “Independent Contractor vs. Employee: A Detailed Breakdown of Costs, Facts, and Business Needs,” Pilot, <https://pilot.com/blog/independent-contractor-vs-employee/>

¹⁰ Note that unemployment eligibility also varies by state; consult the requirements of the area where you live for terms of eligibility.

¹¹ You will likely encounter, in your career in independent practice, many well-resourced institutions claiming they cannot afford the full cost of oral history work. It's important to use your discernment and be aware of an organization's budget, staff capacity, and funding structure when assessing these claims. For large, well-funded institutions, money often *does* move easily when there is a priority. Likewise, if many small, relatively underfunded community and movement-based oral history projects and programs can find ways to fully fund oral historians *and* narrator and community member labor, it should be that much easier for large organizations with salaried staff and standing operating budgets.

rarely a budget. Charging *an appropriate rate* for oral history project work when you are able to, can, in turn, open time for *donated* or labor-of-love work for clients and projects with economic hardship and need, building a “pay-it-forward” model that supports the continuance of the field by materially supporting its practitioners.

On the other end of the spectrum, working for a discounted rate when necessary can have positive outcomes, such as engaging in meaningful work, supporting and sustaining your community, establishing new relationships, and building a work portfolio. The value of these experiences—and their potential outcomes—are for you to assess based on your needs and interests. However, you should also keep in mind that individual decisions impact the field as a whole. To protect against deflating the value of oral history labor across the field, be clear about the value of your labor; since much of our work is grant-funded, this can aid organizations in generating more accurate budgets in the future.

Oral historians who conduct interviews within their own families, communities, or peer networks outside of or beyond any institutional relationship may not have, need, or want funding because of the very nature of their projects as recreational, communal, or deliberately insulated. Providing a full accounting of “costs” for projects like this, where there is no institution to present them to, may be worthwhile for those who find value in record-keeping or for advocacy/solidarity purposes in organizing across the field, but it is obviously not essential. It’s also important to note that oral history can be an important tool in sustaining and supporting community, particularly among groups and initiatives that funders ignore or deliberately exclude, or where there is a deliberate and legitimate refusal to interface with foundations, non-profits, universities, or wealthy individuals.¹²

By contrast, those with independent sources of wealth or income—which may include some students, emerging practitioners, or retirees—who take on oral history work independently or in partnership with institutions but don’t ask for or decline payment, should confirm that their volunteering does not displace existing or potential paid workers, and should weigh the ramifications on the larger ecology of who can afford to practice oral history.¹³

¹² In fact, a substantial body of literature has come out of indigenous theory and justice spaces around refusals of collaboration with neoliberal, settler-colonial institutions, much of it constellated in anthropology and science and technology studies conversations around “ethnographic refusal.” For more on theories of refusal, see the work of Eve Tuck, K. Wayne Yang, and Audra Simpson.

¹³ In a non-profit context, “volunteers are those who: (1) work toward public service, religious, or humanitarian objectives; (2) do not expect or receive compensation for services; and (3) do not displace any genuine employees. For more detail, see Melanie Lockwood Herman, “Employee or Volunteer: What’s the Difference?” Nonprofit Risk Management Center, <https://nonprofitrisk.org/resources/articles/employee-or-volunteer-whats-the-difference/>.

Likewise, to ensure the sustainability of the field, individuals and programs that *teach* oral history—including universities, community colleges, community-based oral history training workshops, and K-12 contexts—should make sure to pave the way for students to join the field as emerging professionals by framing oral history work *as* work. Explaining the costs of producing the oral history projects that take place in for-credit classes or internship projects will help students and trainees transfer their skills into a professional context, ensuring the field is a viable career path for emerging practitioners with various financial needs and backgrounds. Furthermore, teaching oral history's economies builds the potential for generative partnerships and felt solidarity between new practitioners and established peers. Building those connections is important for making the field more interconnected, accessible, inclusive, and sustainable for emerging and experienced practitioners alike.

Moreover, wherever possible, oral history schools and classroom programs should endeavor to budget for and find ways to compensate student or trainee work if that work is contributing towards someone else's project, archive, or inquiry. This could include a professor's research or book project, a department-wide research initiative, or an institutional archive—anything that is dependent on student labor but not creatively or intellectually controlled by students—especially where a student's access or use ends after graduation or completion of the course, or where a project has been designed to primarily accrue cachet to another party or to the institution itself.

HOW DO INDEPENDENT ORAL HISTORIANS FIND WORK?

- ❖ Referrals from personal and professional networks
- ❖ Talking with with friends and family about what we do and the type of work we're looking for
- ❖ Raising awareness through formal and informal conversations about the presence of professional oral historians in the cultural workforce
- ❖ Responding to Requests for Proposals (RFPs)
- ❖ Direct pitches or cold calls to organizations
- ❖ Pitching new projects to former clients

- ❖ Building relationships with organizations and community groups, and developing a network of potential project partners
- ❖ Conferences on oral history and adjacent fields of practice
- ❖ Marketing select free resources amidst more specialized and in-depth services on a professional website
- ❖ Grassroots approach to developing projects and securing funds

WHEN SHOULD I INCREASE MY RATES?

Even if a practitioner is newer to their career, oral historians should be paid a professional rate—as opposed to a student rate, an honorarium or other nominal fee, or volunteering in exchange for exposure. As with videographers, photographers, lawyers, and other professionals, it is reasonable to scale up your rates over time to reflect relevant experience, as well as to account for regular cost of living increases. Good times to reassess rates include after completing a project, gaining a new skill, navigating a complex set of client needs, revising your savings needs or professional goals, accruing new expenses or requiring upgraded equipment, or the start of each new year.¹⁴

HOW DO I ACCOUNT FOR SUBCONTRACTORS?

NARRATORS?

As an independent practitioner at the stage of proposing a rate to a potential client, it's important to ask about the services *you* are responsible for managing and encapsulating in your rate, and what services will be provided *separately* by other contractors. You may have full control of a project budget and decisions about the payment of narrators or technical experts; or someone else at your hiring organization may be handling the budget entirely. And, depending on when and how you are hired, the budget may be flexible, or already fixed. These differences will impact the nature of your work—as well as your proposed rates. For example, if a client expects you to administer and pay subcontractor invoices or equity budgeting stipends for narrators out of your rate, propose a fee that is inclusive of those costs.¹⁵ If a client prefers that all labor is contracted directly,

¹⁴ “How to Ask for a Raise,” Glassdoor, <https://www.glassdoor.com/blog/guide/how-to-ask-for-a-raise/>

¹⁵ Equity Budgeting is a “full ecology” model of providing equitable payment for narrators, interviewees, and cultural liaisons and coordinators on your oral history and allied cultural work projects that grows out of the work of the *Marion Voices Folklife + Oral History Program* in Marion County, Ohio, and draws on traditions of Black community organizing

it's not necessary to encapsulate those costs in your fee. Whatever the arrangement, ensure that it's *clearly stated* so that subcontractors get paid quickly, accurately, and from the correct account.

Some projects will benefit from compensating all who participate, including those with *technical expertise*, such as project designers, researchers, interviewers, transcribers, translators, interpreters, editors, archivists, media specialists, exhibit designer, accessibility experts, photographers, filmmakers, and social media managers—alongside those with *cultural expertise*, such as community liaisons, cultural ambassadors, elders, language keepers, and oral history narrators. Independent practitioners should keep in mind that the latter category of cultural experts—who are essential to oral history and allied cultural work (public folklore, public history, documentary arts)—have not, historically, been compensated for their time or labor, which has exacerbated extractive, classist and racist dynamics in the cultural work field. Wherever possible, consider the payment of cultural experts and narrators with the same respect for professional labor, time, and expenditures as we would for the technical experts listed above

Whether or not cultural experts are paid—and whether they are considered contractors, subcontractors, or as recipients of gifts or honoraria—can be determined by a number of factors which may or may not appear to be in your immediate control as a contracted oral historian.¹⁶ Regardless, advocate for this conversation to take place directly with narrators and/or any overarching community group or organization (where relevant) before a project gets underway.¹⁷ Decisions about community compensation must be

for economic justice, alongside specific contributions from Jess Lamar Reece Holler, Johnnie Jackson, Danielle Dulken, Sarah Dziedzic, the Oral History Undercommons group, and this task force. For more on equity budgeting work of the Marion Voices Folklife & Oral History Program, including their *Marion Voices Equity Budgeting Manifesto*. See Jess Lamar Reece Holler, "Equity Budgeting: A Manifesto," Caledonia Northern Folk Studios, November 25, 2020, <https://oldelectricity.medium.com/equity-budgeting-a-manifesto-7ebdfd795159>. Reece Holler, "Equity Budgeting & Ownership: First Principles & Core Praxes," Caledonia Northern Folk Studios, January 8, 2021, <https://oldelectricity.medium.com/equity-budgeting-ownership-first-principles-core-praxes-6d6d531a2cbe>; and Reece Holler, "Owning It: Ethics of Ownership, Rights, & Consent in Community-Collaborative Cultural Work: A Guide to Negotiations & Expectations for Folklife, Oral History, Documentary Arts, & Community-Based Cultural Work for Freelance Practitioners," Caledonia Northern Folk Studios, April 16, 2021, <https://oldelectricity.medium.com/owning-it-ethics-of-ownership-rights-consent-in-cultural-work-2cbbc92ae859>. See also Jess Lamar Reece Holler and Sarah Dziedzic, "The Equity-Budgeting Workbook: A Guide to Budgeting for Justice," 2021, available by contacting authors.

¹⁶ For examples of budgeting for the payment of narrators, community coordinators, community scholars, and cultural liaisons, see the *Marion Voices Folklife + Oral History Program's Equity Budgeting Manifesto* (above). For more on paying narrators, see Danielle Dulken, "Fuck You, Pay Me: An Argument for Payment in Oral History," 2021, <https://www.danielledulken.com/on-payment-in-oral-history>. For more on paying community scholars in community-collaborative cultural work projects, see Jess Lamar Reece Holler, "Rogue Public Folklore: Some Recipes for Community-Collaborative Cultural Organizing as Divestment," Caledonia Northern Folk Studios, October 17, 2020, <https://oldelectricity.medium.com/rogue-public-folklore-some-recipes-for-community-collaborative-cultural-organizing-as-divestment-55f2f790ce0c>.

¹⁷ Brittany Hutson, "Paying Community Members for Their Time," *Shelterforce*, February 26, 2021, <https://shelterforce.org/2021/02/26/paying-community-members-for-their-time/>.

guided by relationships to money, value, and time—relationships that cannot and should not be prescribed by an oral history practitioner, nor by the hiring institution, without entering into good faith dialogue with the to-be-documented community or set of narrators in question. In short, don't assume; ask. These conversations are especially important for oral history and related cultural work where work is planned to be conducted by a community outsider with historically marginalized communities, communities in crisis, or groups that have experienced exploitation by cultural workers, researchers, or journalists in the past. They may be less important for wealthy narrators or those occupying several intersecting dominant positionalities in contemporary U.S. society.

Remember that even if an institution has never considered allotting or approving compensation of cultural experts on an oral history project before, it doesn't mean it's impossible. This can be an opportunity for an institution to model a commitment to more reparative, justice-aligned praxis. Also know that an institution may be more familiar with the cultures of suspicion of payment to narrators in particular—more common in some disciplines, fields, and orientations than in others—than with arguments in favor of narrator compensation.¹⁸ This can be a great moment to educate institutions about arguments that support the compensation of cultural experts, including narrators—both emergent arguments within our field as well as arguments that are already commonplace in allied fields, like public arts practice—and to think creatively alongside project partners and participants to land on the right approach for the project at hand.¹⁹

If you are absolutely unable to arrange for monetary compensation, don't automatically assume that symbolic gifts or inclusion in a "prestigious" collection or institutional archive are adequate substitutes. In cases where compensation truly isn't possible, open conversations about non-monetary resource-sharing: facilitating access to research facilities, computer labs, meeting spaces, or events may be meaningful. Or, when material support is preferred but cash payment is not something an institution is able to or willing to arrange, indirect forms of payment, such as phone cards, gift cards, or local transportation vouchers/tickets, can still provide a form of compensation to narrators. However, bear in mind that "gift" payment may not be as useful to narrators, since the hiring organization—and not the narrator—chooses the form of compensation.²⁰ As with all aspects of our practice, compensation for narrators should be worked out situationally

¹⁸ Be aware that some institutions may more readily compensate certain kinds of cultural experts, such as language keepers or community liaisons, than narrators.

¹⁹ Hutson, "Paying Community Members for Their Time."

²⁰ Two conference panels addressed this issue. One, the Society of California Archivists panel in which computer labs were made available to project participants. The other, an OHA panel on trans oral history, in which a project provided Target gift cards to participants as an investment in the survival of the participant community. Note that gifts or other indirect forms of compensation may be taxable income.

and locally in open conversation with narrators, and with a keen eye to both historic and current power differentials in a project, and between the hiring organization, the oral historian, and the narrator and/or to-be-documented community.

This will be one among many nuanced conversations you will likely facilitate to lay the groundwork for ethical practice (see more on this in **V. Consent** and **VI. Ownership, Rights, & Intellectual Property**). By having these conversations up front, you have the opportunity to ensure that all necessary labor is accounted for and budgeted for fairly, and will avoid having to cannibalize your own wages to pay contractor invoices, narrators, or other cultural experts. We recognize that these conversations may be difficult for freelancers to steward, especially if you have no job security with an institution or have been newly brought on to coordinate a project. That said, it's important to normalize—without adding to the burden of independent practitioners' labor—that we have the space and power to advocate not only for narrator compensation, but for these other sorts of in-kind offerings, because of the fact that hiring organizations often bring us in at the beginning of a project.

HOW DO I ADJUST FOR A PROJECT THAT ALREADY HAS A FIXED BUDGET?

Many organizations seek specialized contractors to carry out cultural work only *after* the work has been funded. Unfortunately, this can mean that the budgets we're given to work with are often "best guesses" of oral history labor and costs, and lack the applied knowledge of the time and funds it takes to produce high quality and ethical work. Reorganizing and retrofitting a budget is often the first order of business when signing on to produce a project, and, ideally, you can view the budget beforehand to assess whether it's appropriate for the prescribed work. Whether a budget reorganization is needed—or welcome—will likely be revealed when developing and discussing a Work Proposal or Scope of Work (see more on this in **IV. Developing Scopes of Work, Contracts, & Proposals**). Sometimes, strategically rearranging some things is all that's needed to make the budget workable and ensure everyone, including yourself, will be paid fairly.

In other cases, you may be walking into a clear budget shortfall, which means the hiring institution will need to undertake additional fundraising, apply general operating funds, or preserve existing project rates by simply scaling back the project to ensure that the work can be completed while everyone is paid ethically for their contributions. While this scenario sounds dire, it can also prompt much-needed reorganization, allowing for good

change and new partnerships. As an outsider to the organization, you are in a good position to brainstorm suggestions that might be out-of-the-box for the institution, but are typical of the creative ingenuity of oral history practitioners. Assessing where a roundtable or story circle would be more dynamic than a one-on-one interview; making a case to substitute plans to record to video for less-expensive formats like audio-only; re-evaluating a travel budget when remote interviews might be more accessible or preferable; pitching a public event to a library that doesn't charge for space rental; partnering with an organization that has capacity to market events; securing empty office space as a one-time or ongoing in-kind donation—all these strategies can have a substantial impact on a budget. And keep in mind that small—and sometimes more nimble—organizations can often become important sites for emergent oral history best practices with regard to budgets, and also to intellectual property ownership and consent models. This is also true of organizations that actively reduce bureaucracy in favor of empowering staff to make quick decisions in response to evolving needs. In short, don't be afraid to ask; you may facilitate a new, better, and heartily welcome solution by workshopping the problem together.

It warrants stating explicitly that ***a budget shortfall doesn't necessarily mean you, or other people working on a project, have to work for less***. Assessing the feasibility of budgets is important to the sustainability of the field as a whole, as is ensuring oral history projects don't rely on exploited labor to be completed. Some catastrophic circumstances—such as a global pandemic, slashed federal funding for cultural work, or extreme state budget shortfalls—may require *temporary* flexibility around rates. But the keyword here is catastrophic, and in these temporary contexts, we should take care not to make far-reaching shifts that can devalue the contributions of cultural work practitioners and narrators, drain talented people from the field, and make it impossible for practitioners from economically disadvantaged backgrounds to sustain work in the field of oral history at all. Moreover, when navigating or attempting to salvage a slashed budget or unexpected project funding shortfall, we should make every attempt to not compromise on fair treatment or compensation of narrators—narrator protections should be the last line, not first line, that gets cut. Projects facing insufficient budgets should consider *doing less*—for example, planning for fewer interviewers, fewer narrators, or fewer subcontractors—while holding the line on fair compensation for everyone.

IV. DEVELOPING SCOPES OF WORK, CONTRACTS, & WORK PROPOSALS

Disclaimer: Developing Scopes of Work, Contracts, & Work Proposals was written collectively by members of the Independent Practitioner Task Force and was reviewed and approved by OHA Council, and does not constitute legal advice. Please consult with an attorney when questions of a legal nature arise. The goal of these guidelines is to outline fair and ethical work practices for independent oral history practitioners, and the reader should be aware that such practices are not always standard. As this is an educational project, references and citations are provided where appropriate, and the Task Force encourages readers to visit those resources and make use of the information to draw their own conclusions and develop their own divergent guidelines as they see fit.

WHAT IS A SCOPE OF WORK?

Practitioners who work as independent contractors will need to come to an agreement with clients before work begins. A draft of this agreement typically follows a conversation in which the work is described in some detail, which can be referred to as a scope of work (SOW), a work proposal, or a draft contract. For one-off service, a simple paragraph in an email message may suffice, while for larger projects, particularly when oral history is a new undertaking by the organization, or when the role includes multiple professional services (such as project management, documentary production, or the development of publications or programming) a detailed scope of work will help make sure that the responsibilities between you and the organization—what’s on you to complete and what’s on them to provide—are understood and accounted for. States and municipalities, likewise, can have quite different definitions of what constitutes a binding agreement, so be sure to research and follow applicable local requirements for where the work will be conducted.

Scopes of work typically contain the following headings: ***Project Description, Services/Deliverables, Timeline, Use Rights, Ownership and Crediting, and Fee and Payment Schedule.***

Note that sometimes a client will have a detailed SOW that they will use as a job description. This can serve as a starting point for discussing and developing a SOW that responds to the additional questions and needs (listed below) that you will bring to the table. Beginning the discussion with a detailed SOW, developed by the client, is more

typical of a situation where a client or hiring organization has contracted oral history practitioners before and has knowledge of how the work will proceed.

DEVELOPING A SCOPE OF WORK

Below are some questions that can help sort out the responsibilities required for the completion of the project, as well as the practical details related to compensation and rights of use. Think of these questions as the critical points around which you will need clarity in order to scope a project rather than as a script for your conversation with a prospective client. If the conversation reveals that the project is a bad fit for you, you may decline to move forward, although refusing work is something we may or may not be able to afford, depending on how necessary a particular contract is to our survival.

INTERVIEW PRODUCTION

- ❖ What are the specific deliverables that the hiring organization needs? Get as specific as possible about file types, documentation, and methods of delivery.
- ❖ Whose responsibility will it be to communicate with potential and confirmed narrators, and what challenges could there be with regard to narrator communication? Will communication need to happen in translation or via interpretation?
- ❖ Is there space onsite that can be booked for meetings or interviews?
- ❖ What equipment, software, or other services will the client be able to provide or share for the project?
- ❖ Does the hiring organization require or expect the use of certain equipment, software or file formats that you are responsible for providing?
- ❖ What is the policy for last-minute interview cancellations and no-shows?

COMMUNICATION

- ❖ Does the hiring organization require periodic status updates? In what form (i.e. bulleted email, written reports, presentations, phone check-in, presence at weekly meetings, *et al.*)?

- ❖ Does the hiring organization prefer someone who works independently or awaits instruction from staff?
- ❖ What is this organization's or project's relationship with the to-be-documented community? What is the power differential? Is there a history of positive collaboration, or extraction?

BUDGET AND PAYMENT

- ❖ Is there funding for this work? A set budget? Possibility for negotiation or additional fundraising?
- ❖ Will narrators be paid on this project? Is there an institutional precedent for paying narrators or will a method of providing payment need to be established in the course of this project?
- ❖ What is the schedule for payment? Can the hiring organization honor your preferred payment schedule?
- ❖ Does the project budget include travel reimbursement?

PROJECT ADMINISTRATION

- ❖ Does this role involve working with a team? Are they independent practitioners or staff? Does the role include managing staff, other contractors, or interns? What is the anticipated division of labor between team members?
- ❖ What plans are in place for onboarding you to the project, organization, etc.? Is there particular staff who will handle this?
- ❖ Is the work onsite or remote?
- ❖ What is the hiring organization's timeline for completion?
- ❖ Does the project require that you have liability insurance? If yes, is that accounted for separately in the budget; or is it something you are expected to furnish out of your wages?

RIGHTS AND CONSENT

- ❖ How will the project address narrator consent? Will an iterative consent model be used, in which narrators are involved in ongoing discussions about the uses of their interviews? Are there any yet-to-be-defined uses of interviews?²¹ Could you be contracted at a later date to be involved with narrator check-ins and refreshing consent?
- ❖ How will authorship and ownership function in the project? What rights will you retain to claim authorship/co-authorship of this work? Will narrators retain joint copyright/co-authorship in the interview? What are the options for authorship for any resulting documentary productions or derivative works?
- ❖ Is there a non-disclosure agreement associated with the work?
- ❖ How will your project work be credited? Can your full contributions—including project design, methods, ethics, praxes, and internal documents—be credited/cited? What happens to materials, project design/ethics/praxes elements or other internal documents you may bring *with* you from your consultancy or practice and apply to this project?
- ❖ Are there any limitations to how you can describe and share your work from this project in your portfolio, website, or professional channels? What rights is the hiring organization requesting for use or ownership of project materials?
- ❖ Can you (or do you want to) request first rights of refusal for future work on this project? Or on any derivative works, public history interpretive projects, etc. stemming from this project? Will someone else be allowed (or even expected) to use your work products, deliverables, or process materials? Does that feel OK for you? And is that appropriate for narrators and the documented community?

WORK MODIFICATION

- ❖ What amount of your time will be compensated if the project is cancelled or paused indefinitely?
- ❖ What is the procedure for when and if the project changes significantly, or fails to move forward? For example, if a project fails to receive adequate funding and/or a significant outcome is added or removed?

²¹ Iterative consent is a mode of non-perpetual consent that views consent as a relational agreement between a narrator and interviewer or narrator and hiring institution, and which can and probably will shift over time as relationships shift.

WORK-FOR-HIRE AGREEMENTS AND SCOPES OF WORK

Thinking long-term about our rights, crediting, and professional and artistic representation is important for building a sustainable career, and thus the specific terms we set with regard to scopes of work are important in work-for-hire arrangements. Often, organizations will have a standard contract that classifies contract labor as work-for-hire, and the scope of work will serve as an addendum containing the details of services and fees.²² It's important to read the contract closely to make sure that agreed-upon terms break from the usual protocols of work-for-hire that some institutions may normally use—such as negotiated payment schedules and arrangements for crediting and/or ownership of your work—are present and accurate in the contract, not just in the Scope of Work.²³ Seeking out a lawyer can be helpful for increasing your understanding of legal terms or assisting you in developing your own standard contract. Other non-standard details to be sure to put in writing, if they apply, include noting that additional fees may be required for working with pre-existing recordings with poor quality audio or creating interpretive materials, specific needs if and when travel is required to conduct interviews, or requests related to disability and access. Discussing these details up front shows your understanding of what's needed for the work to be conducted successfully with the boundaries and support you need.

PROTECTING AND UPDATING YOUR SCOPE OF WORK

Note that the scope of work itself represents a substantial amount of research, creativity, and experiential knowledge that you develop, often for free, as part of being considered as

²² For more information on work-for-hire, see Neuenschwander, John A. *A Guide to Oral History and the Law* (New York: Oxford University Press, 2009) 69-71. The actual legal status of work-for-hire—a special exception to standard U.S. copyright law, in which an employer, effectively, holds the copyright to a work produced by an employee—as “default” has changed with case law over time, but almost always, for independent contractors, is actually determined by a contract. As an independent contractor, you should not assume that the legal default is that all work produced for your hiring organization is work-for-hire; while it is true that many works made by employees of an organization count as work-for-hire, only nine categories of commissioned work automatically default to work-for-hire arrangements for independent practitioners. For more on the history of the “Work-for-Hire” Doctrine and its latest interpretation in the U.S. under *Community for Creative Non-Violence v. Reed* (1989)—including relevance to independent contractors—see the United States Copyright Office’s short circular, “Works Made for Hire.” Accessible at “Works Made for Hire,” United States Copyright Office, September, 2012, <https://www.copyright.gov/circs/circ09.pdf>.

²³ Note that a standard work-for-hire agreement will grant ownership of work to the hiring institution, and requests to own aspects of your work, or to be credited for your work, must be put in writing. Independent practitioners should be advised that some hiring organizations may consider 100% end-pay (i.e. you will not be paid until *after* a project is completed and all deliverables have been handed over) to be standard. This is not necessarily a livable or equitable arrangement for most practitioners; so it's important to negotiate up-front for 50-50, 75-25, 25-25-25-25, or other through-project (biweekly, monthly, quarterly) payment schedules that make project work livable and sustainable for your particular situation.

a contractor to carry out the outlined work.²⁴ Therefore, it can be in a practitioner's best interest to put in writing that the scope of work is not intended to be transferable to another practitioner or to staff, or to be used as a set of free instructions for how to carry out a project. A SOW that you compile or contribute to significantly is intended to be used by an organization if—and only if—you are hired for a project. Depending on the level of detail and personal insight it reflects, it may be considered your intellectual property (see more on this in **VI. Ownership, Rights & Intellectual Property**).

In cases where you have made significant modifications to an organizational SOW, and expect to retain future claims to or use of the piece, you should negotiate a rights and use agreement with the hiring organization so that the SOW can become a collaboratively-owned joint work. Otherwise, the hiring organization may expect that they own the modified SOW and can continue using it—with your contributions and edits—for other projects and hires. Likewise, practitioners are advised to protect SOWs or RFP responses that they submit as part of a job application by stating that, if they are *not* hired to fill the position, such materials not be used by the organization in any way, or handed to the selected candidate.

Revisiting the scope of work as a project develops reinforces its function as a transparent and accurate record of your role and the overall labor required for oral history work. If you find you're being asked to complete substantive work that was not part of the scope discussed at the outset and is not thus not reflected in the scope of work—known as [“scope creep”](#)—it warrants having another discussion about the services you're being asked to provide and the rates those services would typically command.²⁵ Such services may include doing language translation, creating audio clips, planning events around the project, website editing, fundraising activities, project management, or any other major service that wasn't a part of the picture early on.

While it's typical that a project's needs will develop, and even multiply, over its lifecycle, you are not required to complete additional tasks unpaid. In fact, there may already be another contractor or a staff member who is compensated to complete these tasks instead. If you choose to complete them unpaid, it still warrants a conversation with the client so that they can plan and budget for those tasks in the future and you can both adequately account for your donated time to reflect the real costs of the labor. By contrast, if you underestimated or failed to account for the full extent of the tasks you

²⁴ For more on possibilities of “paid scoping” as a distinct service, see the work of Jennifer Duann Fultz, Chief Executive Auntie, <https://www.jenniferduannfultz.com/>

²⁵ Suzanna Haworth, “Project Scope Creep; What It Is and 5 Core Ways to Manage It,” *Digital Project Manager*, September 14, 2021, <https://thedigitalprojectmanager.com/wp-content/uploads/2018/09/10-common-causes-scope-creep-infographic.png>.

agreed to complete, you may be expected to furnish the services required to fill the gap without additional payment.

V. CONSENT

Disclaimer: Consent was written collectively by members of the Independent Practitioner Task Force and was reviewed and approved by OHA Council, and does not constitute legal advice. Please consult with an attorney when questions of a legal nature arise; note that new or modified consent forms and legal agreements require review by a lawyer. The goal of these guidelines is to outline fair and ethical work practices for independent oral history practitioners, and the reader should be aware that such practices are not always standard. As this is an educational project, references and citations are provided where appropriate, and the Task Force encourages readers to visit those resources and make use of the information to draw their own conclusions and develop their own divergent guidelines as they see fit.

THINKING ABOUT CONSENT AS AN INDEPENDENT PRACTITIONER

As independent practitioners hired to conduct oral history work, we are often positioned *between* narrators and collecting institutions and are charged with developing and maintaining resilient, reparative relationships with narrators. Offering informed, modular, and iterative consent models (described below) that prioritize transparency and informed decision-making can play a pivotal, ethical, and practical role in the health of those relationships—and thereby also impact our ability to be hired on and entrusted with new projects within the communities where we practice. Therefore, our consent practices at times depart from those outlined in the OHA’s Principles and Best Practices; these departures reflect the relative freedom independent practitioners sometimes have to adapt protocols or innovate praxes to emergently fit the needs of specific communities and narrators.

A trained oral historian is uniquely qualified to assess, plan, and carry out the specialized work of developing systems for consent, especially when permanent staff are unable to do so, and especially when institutions are committed to establishing reparative practices with vulnerable communities.

When beginning contracted work with an organization, you’ll likely encounter one of three scenarios with regard to consent:

- **When working with an organization familiar with oral history...**

You’ll often inherit a legacy oral history consent form (may also be referred to as a release form, informed consent, or legal agreement), which may or may not have been already modified to fit the circumstances of your particular project. This type

of form or agreement is commonly used by universities and institutional archives.

- ***When working with an organization less familiar with oral history...***
You may receive a consent form not particularly suited to oral history—a photo release, deed of gift form, or other legal document. In these cases, you'll need to modify the form to adapt it to both oral history and your project's particular situation; or write the project a new, bespoke consent form.
- ***When working with an organization new to oral history...***
You'll most likely need to create a project's consent forms from scratch—which gives you the opportunity to design consent forms and processes that meet the specific needs of a project or to develop a more flexible form that could guide a hiring organization for both current and future projects.

ASSESSING THE APPROPRIATENESS OF EXISTING CONSENT FORMS

Some projects, practitioners, and organizations use an all-or-nothing consent form—a form, for example, with a single “check box” for a narrator to give their consent for any and all current and future uses of their original oral history interview and any derivative materials. While this “one and done” consent and release model is efficient for many large collecting institutions like museums and universities—many of which struggle with staff capacity to monitor nuanced permission statuses—it also decidedly limits the role a narrator will play in the use of their interviews, especially in unanticipated future use situations or if their or their communities' relationship with a collecting organization changes in the future. Such “perpetual consent” models—where a narrator's signing of a consent form allows an organization to use their materials into perpetuity—can strain narrator relationships by offering them only two stark choices: consent to everything or withdraw the interview entirely. They also fail to acknowledge the evolving and emergent nature of all relationships, let alone oral history ones.

If collecting institutions are unable to assign staff time to carrying out this important work, consider suggesting that you can conduct periodic work on contract managing or refreshing consent, given your already-existing relationship with project narrators and/or the larger documented community. Managing iterative consent is a critically important but time-consuming task that often requires a good deal of emotional labor to boot. Many independent practitioners are forced to take on this work voluntarily due to projects that didn't account for this ongoing work. Planning for it up-front shows your commitment to

ethical, long-term relationships with your narrators and sets up a schedule that is not dependent on the grant cycles that can leave communities feeling courted and then abandoned. It also demonstrates your understanding of the long-term labor necessary to maintain such relationships.

In cases where organizations or archives will only use release forms that are established at the front end of a project, practitioners should be aware that consent forms are often the place where the *narrator's* intellectual property and any retained or shared rights in the interview and/or to derivative work are usually hashed out (See [Ownership, Rights, and Crediting](#)). Use this as an opportunity to establish any additional rights that can be granted in the consent form, and work to find solutions that respect the concerns of narrators alongside the capacity of the organization or archive. The *interviewer's* rights, by contrast, are often laid out separately in the contract or Scope of Work (See [Developing Scopes of Work, Contracts, and Work Proposals](#)).

INFORMED CONSENT

Informed consent, at its simplest, refers to the basic ethical provision that the narrators *understand* that they're being recorded and understand the nature, extent, purpose, and audience for any potential future work products that may arise from the original oral history recordings—and, with their full, informed understanding, like the term says, give their consent.

Standard consent agreements often use a “one and done approach” that is neither modular or iterative: a narrator signs away their blanket rights to their interview and any derivatives in the moment before or just after the interview, and then the interview effectively belongs to the hiring institutions to do with what they will... into perpetuity. The choice is simply *yes* or *no*? Consent and release or no interview happens. But what happens if a narrator changes their mind? What if a narrator feels comfortable with some but not all, uses of their interview or wants to be consulted about new applications or derivative works? What happens if they want to maintain a living relationship with the hiring organization or institution and that relationship shifts, such that a narrator no longer feels safe having their materials housed by or made accessible via that institution? In many standard archival and institutional arrangements, “take down” is the only option to amend a “one and done” consent and release form—you sign away forever. If you change your mind, the best you can hope for is that your interview will be *made gone*. Thankfully, there are other ways to approach consent—ones that cultural work organizations and practitioners are increasingly modeling and normalizing.

DESIGNING FOR MODULAR CONSENT

Modular consent refers to an alternative philosophy/ethics of consent that most often manifests as a consent form with multiple checkboxes for narrators to customize their consent to various uses—including, in some cases, permitting no use of a project interview at all, should the narrator decide, at any point after or during the interview, that it's no longer appropriate for the interview to be included in a project, archive, collection, or public program. Modular consent approaches and forms offer narrators maximum choice. Separate checkboxes can request consent to recording the oral history interview, to storing it, to sharing it in digital contexts (websites or online repositories), to sharing it in analog contexts (exhibits, performances), to sharing it via broadcast media (TV or radio), and to having it be used or clipped in produced work (documentaries, podcasts), or any other bespoke uses specific to a project's goals and aims. (See Sample Modular Consent Forms.) While modular consent forms generate projects with *more* periodic upkeep and monitoring they also, without a doubt, *more* readily enable collecting institutions to honor narrator preferences and autonomy—not just in the moment of the interview, but, paired with an iterative approach to consent (see below), emergently, across the rest of a narrator's lifetime. This encourages an understanding of oral history narrators as living people instead of seeing the interview as a finished form to be trafficked in. In movement-based or community-based projects, modular consent is often a critical tool in preserving cooperative and mutually respectful relationships, where the oral history practitioner works shoulder to shoulder with those they interview on various community or movement needs.

ESTABLISHING SYSTEMS FOR ITERATIVE (ONGOING) CONSENT

In addition to using a modular format, *iterative* consent enables a narrator to revisit consent throughout the various stages of a project, even (perhaps especially) after the formal “close” of a project's active or funded period. This allows narrators to reconsider *each* potential public use of a project—especially any uses that may exceed the anticipated and declared uses at the time of the interview, which may arise as projects naturally develop and expand. For example, a narrator can provide consent to record the interview but withhold consent for other uses until after the interview is conducted. Likewise, a narrator who consented to all uses at the end of an interview, or before the interview even began, may decide to withdraw their consent for those uses at a later point in the project.

Narrators can also be given a choice to decide, at any point during the interview process and after, to *refuse* to allow their interview to be used for any project purposes and to withdraw their interview from a project entirely. In most cases, the first opportunity to do this is after the interview has ended; a narrator might decide to scratch the interview entirely or might flag certain sections to be deleted or redacted for any archival or derivative project work purposes. This may also happen, in projects that include it, during the transcript review process. Institutions may put interviews online wholesale with a policy of waiting to see if a narrator objects, especially when digitizing legacy analog collections consented-to before the time of the internet, or when past narrators may be difficult to track down. This may be referred to as a “take-down rule” and is typically adhered to by collecting institutions that follow the general best practices for oral history, even when “perpetual consent” models are in use. In other words, a narrator’s request to have their interview removed from a collection should be honored, regardless of any paperwork that was signed.

As collecting institutions vary in terms of whether or not they make this rule explicit, it often falls on the interviewer to be up-to-date on the institution’s policy and to relay and outline this option to the narrator. Iterative consent forms that outline in writing multiple potential future use options—including any and all anticipated future project uses and public-facing derivative works—and encourage the narrator’s explicit modular *choice* of those options take the narrator seriously as a living, evolving person rather than simply treating the interview as an archival object once it is complete.

How the project operates *in practice* as each stage progresses is typically a critical factor in gaining or maintaining consent—and we all want work to progress in ethical and respectful ways. But often, carrying out a project as an independent practitioner makes it *more important* to maintain iterative consent—especially when we work within our own communities, or when we’re outsiders working on projects that engage historically exploited communities with a reparative approach. Both of these scenarios may require that we operate with an openness to creative and responsive approaches that help us develop unique and collaborative solutions. At the same time, iterative consent can be even *more difficult* for independent practitioners to maintain over time given the often temporary nature of our contracts and the timelines and limitations often imposed by project funding. Where possible, work out a schedule for periodic, dedicated discussions about evolving use—with narrators and with institutions—even after the close of a project. These discussions are essential to fostering a field in which we can honor the living, breathing nature of oral history relationships and can continue to practice without reproducing harm.

PRACTICALITY OF MODULAR & ITERATIVE CONSENT

Modular and iterative consent are more common in movement-based and justice aligned oral history and cultural work spaces than in institutions. In spaces in which modular and iterative consent has not been the norm or tradition, shifting to such practices may involve significant re-evaluation of labor needs for a project's maintenance. While some large archives, institutions, and universities—and perhaps also some grassroots ones with smaller operating budgets—may struggle to envision how to practically carry out this practice, independent practitioners can develop ways to facilitate discussions, where needed, about the liberatory potential of this consent model, which frames consent as an ongoing, negotiable process with people who are still alive and accessible.

VI. OWNERSHIP, RIGHTS, & INTELLECTUAL PROPERTY

Disclaimer: Ownership, Rights, & Intellectual Property was written collectively by members of the Independent Practitioner Task Force and was reviewed and approved by OHA Council, and does not constitute legal advice. Please consult with an attorney when questions of a legal nature arise. The goal of these guidelines is to outline fair and ethical work practices for independent oral history practitioners, and the reader should be aware that such practices are not always standard. As this is an educational project, references and citations are provided where appropriate, and the Task Force encourages readers to visit those resources and make use of the information to draw their own conclusions and develop their own divergent guidelines as they see fit.

WHAT IS INTELLECTUAL PROPERTY?

Intellectual property—also known as “IP”—is a legal form of ownership that recognizes and offers ownership rights and benefits to a person who originates an idea, concept, product, or design.

IP rights can also include the separate realms of reproduction rights and use rights and rights to produce “derivative works,” as well as the question of who benefits from value that accrues to an intellectual production. Taken together, intellectual property is an arena of property law that is frequently applied to and relevant for creative producers. While intellectual property was developed to keep the value of a work with its originator, intellectual property is also *transferrable*—a creator of a work can give a collaborator, hiring organization, or middleman firm rights (which may or may not be exclusive) to work products or processes, meaning that nobody else can copy or reuse that creation without the owner's permission.

Intellectual property is an important arena for independent oral history practitioners to understand, since the contracts and consent forms you will be presented will govern *your own* ownership and rights to oral history materials (including, but also beyond, the oral history interview itself) *and* those of narrators and communities you will be working with.

WHAT CONSTITUTES INTELLECTUAL PROPERTY IN ORAL HISTORY WORK?

Intellectual property in oral history can potentially include many things, including and beyond the interview materials, depending on what practitioners and narrators want (or need) to claim and own:

- **Your own core contracting materials** (contract forms and language, SOW scripts)
- **Oral history supporting materials** (consent forms, pre-interview forms, interview guides)
- **Project design and praxis** (ethics statements, core principles, workflows and tracking documents) *when translated into fixed or written form*
- **Grant proposals for an oral history project that you've written** (whether or not the grant was funded)
- **The oral history interview itself** (shared between interviewer and narrator)
- **Photography, video, or supporting media work** you've produced from the interview event
- **Post-production workflows and documents** supporting next steps for the oral history
- **Derivative works** (exhibit copy, media projects, documentary) arising from the oral history

You should keep in mind that U.S. copyright law, however, defines as “intellectual property” only those ideas, practices, and ethics that have been translated into fixed form—so it can be worth putting your praxes, methods, principles, and workflows into writing to establish your rights to intellectual property before bringing those processes to a new project.²⁶

Depending on your project work, what you bring with you into a project, and other factors, you may feel more or less compelled to strongly stake your claim to intellectual property in the project; that said, even if you don't anticipate wanting to own any materials, it's worth thinking ahead to the future of your practice *and* the implications your decisions have for others who practice in the field and do wish to retain their rights, as well as for your narrators. Under a standard, unmodified work-for-hire agreement—without arranging for ownership of your own intellectual property—you may effectively lose any rights to use or adapt *anything* you produce (whether final deliverables *or* constitutive process or workflow pieces) in the course of a contract.²⁷ Be wise about your decisions regarding these elements of your work and know that there may be a middle ground that works well for all parties.

²⁶ Putting praxis into fixed form, such as in a worksheet, handout, or written workflow, at the same time leaves your work more legally protected and also, conversely, more transmissible and circulable—thus, potentially subject to easier institutional absorption and theft.

²⁷ More information about work-for-hire can be found here: LegalZoom, “Work Made for Hire Agreement & Guide,” 2008, <https://www.legalzoom.com/assets/legalforms/LegalZoom%20Work%20Made%20for%20Hire.pdf>

WHAT ARE THE STANDARD FORMATS FOR INTELLECTUAL PROPERTY AT USE IN THE ORAL HISTORY FIELD?

It's commonly agreed that the *initial*, "natural" legal arrangement for an oral history interview—before intervention from a contract, consent form, or other arrangement with a hiring institution—is that oral history interviews are *co-creations*: all intellectual property (including copyright *and* rights to future royalties from production or derivative works stemming from the oral history interview materials) accrues to *and* is shared by *both* the oral historian *and* the narrator.

Legally, the shared ownership status of oral history interviews falls under the heading of what is called *joint works*, a co-ownership and co-copyright model that is somewhat unique to oral history's inherently dialogic process. John Neuenschwander explains this model in *A Guide to Oral History and the Law*, but notes that the "joint works" status of oral history is still tentative—not quite a legal precedent:

Although neither the Copyright Act of 1976 nor a precedential court decision definitively establishes that interviewers have a copyright interest in the works that they conduct, there is considerable body of persuasive evidence that suggests that this is indeed the case. The seedbed for this position is found in joint works doctrine. Copyright law recognizes that there may be more than one author of a work. A joint work, for purposes of copyright ownership, is defined as 'a work prepared by two or more authors with the intention that their contributions be merged into separate or interdependent parts of the unitary whole.' Most authorities are in agreement, however, that the doctrine of joint authorship is one of the more puzzling aspects of copyright law. The most common examples of works with two or more authors are books, musicals, and computer programs. Whether an oral history interview qualifies as a joint work is still not definitively established, but there is substantial evidence that it does...

*...the major litmus test seems to be the original intent of the parties. Did they intend from the outset to inseparably merge their efforts to create a unitary whole? Keeping in mind the typical oral history interview, **the answer would seem to be yes.**²⁸*

Truly embracing oral history interviews as born joint works means acknowledging, fully, the co-claims to rights and intellectual property of both the interviewer and the narrator. While some interviewers may release all rights to the narrator, joint works are rooted in

²⁸ From John A. Neuenschwander, *A Guide to Oral History and the Law* (Oxford: Oxford UP, 2009). 67-68.

the understanding that the interviewer makes a substantial contribution to shaping the conversation and that a narrator's life story, in a particular iteration, is co-created, dialogically, with the person asking the questions.

Often, institutional or organizational contracts you may be asked to sign in oral history work (especially work-for-hire agreements) transfer *all* intellectual property—including future use rights to produce any derivative works—from an interviewer to the hiring institution. Likewise, standard release or “deed of gift” forms used by many institutions transfer (or *release*) all of a narrator's rights inherent in the interview's co-creation to the institution.

However, it's important to acknowledge that these arrangements actually alter the “natural” co-ownership of oral history interviews through *transfer* of ownership from yourself and the narrator to the institution, hence the “release” of rights or reference to the interview as a “gift.” Often, these arrangements are made in a work contract executed between the oral history practitioner and the hiring organization, often without the narrator or community liaison present, and usually before any interview has even taken place. A release form with narrators then “completes” the transfer by asking narrators to sign away their joint portion of these rights. This legal arrangement, requiring the consent of both interviewer and narrator, makes it easier for institutions to use the interview for any and all purposes without obtaining further legal permissions from interviewers or narrators—and regardless of whether the interviewer and narrators remain alive and accessible.

While work-for-hire contract arrangements and “deed of gift” release forms are certainly common in the field, transferring all or any rights to a hiring organization is by no means inevitable. As such, it can often make sense—and be possible—to propose alternative ownership arrangements developed in conversation with *and* on behalf of narrators *and* the documented community when they are determined to be more ethically appropriate for a project or community relationship, for your own stake in the work, or, ideally, both. In short, if you're presented with a standard work-for-hire contract, or a deed of gift form for narrators, be sure to discuss what ownership conditions feel most ethical and appropriate for each particular project's ecology; and remember that you can always make the case for terms of ownership that reflect oral history's *original joint authorship status*. As an independent practitioner, you have the opportunity—or the obligation, if it's the only way towards a rights agreement that works for you *and/or* your narrators—to educate hiring organizations on why wholesale transfer of rights and ownership can undermine both independent oral historians *and* communities, fostering unnecessarily extractive relationships when more reparative alternatives are available.

For example, it's possible for museums, institutions, and community projects that support social justice goals and/or independent artists to take an approach to ownership that *preserves* the ownership rights of interviewers and narrators while granting limited rights of use or reproduction to a repository or cultural institution. Owning an interview is by no means a requirement for a hiring organization to build transformative, ethical programming with it. Rights and use can be disarticulated. Note that while *ownership* typically refers to the full suite of rights to tangible cultural property, you could also arrange a contract that delimits *use* (present or future) or *reproduction rights* to different parties. For example, a hiring organization might retain non-commercial, delimited use rights, while you and a narrator retain *reproduction rights*, i.e., the rights to make and sell copies of your interview. Another important set of rights to consider is the right to produce *derivative works* from your interview such as documentaries, books, or media pieces that edit or “remix” interview materials into a new form. These rights may be more or less valuable to you, narrators, or the documented community depending on the nature of the project and imagined future uses such as producing podcasts, films, or other documentary or art projects.

Retaining ownership in the hands of oral historians *and* narrators, or even *just* in the hands of narrators, may not be the norm in all independent oral history employment situations—such as for interviews with an institution's wealthy benefactors who don't desire shared copyright in their work, for in-house organizational or business oral history projects where narrators' willing and informed participation is a part of their terms of work, or for private family oral history contracts in which an interviewer prefers to release all rights to the family. These kinds of projects constitute much of the paid work that independent oral historians take on. Projects and practitioners that operate in these contexts may sometimes find, likewise, that transferring their ownership to institutions is both suitable and preferable. Ultimate rights agreements, and how agreeable they are to you or narrators, may also be reflected in your project fee.

For projects focused on social justice *and* documenting community groups, individuals, or organizations who have historically had *less* political or economic power than the hiring organization—especially across lines of racial, ethnic, gender, linguistic, or other significant difference—important to, ideally, speak with potential narrators and/or community groups *first* to determine the desired, most-ethical ownership arrangement. When that's not possible—in the case of projects that are designed and staffed before any contact with narrators or the to-be-documented community—aim to start designing collaboratively where possible once you're brought onboard.

WHAT FORMS OF IP MIGHT AN INDEPENDENT ORAL HISTORY PRACTITIONER PRODUCE ON A PROJECT, BEYOND THE ORAL HISTORY INTERVIEW ITSELF?

Oral history project praxis also constitutes intellectual property. “Praxis,” as we define it in this toolkit—with nods to the term’s long history of similar use in Marxist theory and popular education²⁹ and in contemporary justice organizing spaces today—is the *way that oral history theory is formed, on the ground, through experiential action and reflection; and how that reflection, in turn, feeds back into structuring practitioners’ tools, approaches, and methods*. Praxis, for contract, freelance, and independent cultural workers, can include everything “beyond the interview”: what is fundamental to the way you practice and what makes *your* work unique, distinctive, or valuable as a particular oral history practitioner. Your praxis can include everything from the ethics that guide your practice, technical systems for tracking workflows, your ways of developing a project design and the design itself to authored grant proposal narratives and budgets, to toolkits and consent forms; it can include both systems that you bring to a project as well as new ones you develop over the course of the project term. In short, praxis is your artistic signature as an oral historian informed by your history and experiences. It’s why “praxis” may look different for each of us.

Regardless of how you define your praxis, keep in mind that work-for-hire or similar agreements can sometimes subsume ownership of these “soft” project design components—which are often critical for the success and distinctiveness of an oral history project—and that hiring organizations can sometimes continue to use them freely after your contract ends. Even without a work-for-hire agreement, it’s fair to negotiate or assert ownership of those materials—*especially* if they’re an established part of your practice that *you* are bringing to the project and if the subsequent loss of your right to use those materials in future or concurrent contracted work would severely hinder your ability to continue to practice or dull your competitive edge in the field. Knowing your rights and negotiating to protect materials you develop before and on a project can help independent practitioners build toolkits *and* methods you can use, reuse, *and* refine as custom offerings across multiple projects—helping you protect your signature approaches as a practitioner, while still allowing you to apply your practice’s unique offerings on a project you’re hired for.

²⁹ See Paolo Friere’s *Pedagogy of the Oppressed* (1974), one important touchstone for the definition of praxis in liberatory popular education spaces.

Moreover, negotiating your rights to oral history project praxes recognizes praxis as an *intellectual contribution*—for many independent practitioners, who operate outside of academic spaces *and* hierarchies, *this* is the work we contribute to the field.³⁰ Project praxes should be respected, credited, cited, and recognized as the contributions of a freelance practitioner *as much as* an article in a peer-reviewed journal. When independent practitioners hold on to their intellectual property in project praxes, it also makes it easier for these contributions to be respected *and* valued across the wider field—both within academic spaces, *and*, more importantly, beyond, in the communities in which we actually practice.

If you wish to retain your rights to pre-existing consultancy methods, forms, workflows, and materials you bring to a project, *or* to bespoke project design materials you develop over the course of a project, raise your concerns during contract negotiations and put agreed-upon terms for ownership and/or citation ***in writing***. You may also want to separately establish your rights to existing consultancy materials you will bring—listing them by name; as well as establish rights to workflow, process, and design materials and systems you may develop as a part of the project.

Project design materials, processes, praxes, and ethics also require crediting and/or citation, negotiation, and respect in the same way as more “tangible” products of the oral history process (interviews, photographs).

USING COMMONS OR COPYLEFT MODELS IN ORAL HISTORY PROJECTS

Ownership isn't the only option for oral history materials you and your narrators may co-produce on a contract oral history project. Copyleft or commons models—most widely represented by Creative Commons licensing structures but also reflected by, for example, expectations of public source or public domain production for government projects and publications—present another alternative to ownership that may be the most appropriate option for some projects or contracts. These models are often rooted in anticapitalist ideals that cultural work should belong to the commons, and not be privatized for individual monetary benefit, and emerged amongst artists and activists in the 1990s.³¹

³⁰ See Jess Lamar Reece Holler, “Open Letter to a Tenured University Professor Who Wants to Write A Grant to ‘Study’ and ‘Prove’ and Publish On the *Marion Voices* Folklife + Oral History Program Equity Budgeting Model. K,” Caledonia Northern Folk Studios, August 4, 2020, <https://oldelectricity.medium.com/open-letter-to-a-tenured-university-professor-who-wants-to-write-a-grant-to-study-and-prove-7e626965ff4b>.

³¹ See Lawrence Lessig, *Free Culture*. (New York: Vintage, 2004)

Today, Creative Commons—one of the most-used models of commonsing cultural material—offers [a variety of arrangements and expectations](#) around how a work can be used/shared (commercial or non-commercial), whether a work requires attribution/crediting of the creator, whether the work can be used to produce derivative works and, if so, whether derivative works will carry the same commons licensing and expectations as the originals.³² By breaking down the differences between attribution, use, and derivative works, Creative Commons models also help showcase options also available under more standard institutional transfer of copyright arrangements, particularly around rights to future use and derivative works. One of the great advantages of Creative Commons as a model is the modularity built into the design of the licensing structure and its clear communication of creators' choices through its use of icons.

A commons model for oral history materials can sometimes be a good alternative to models in which an institution or archive acquires total ownership and applies institution-wide policies on access and use. Creative Commons arrangement could, for example, be set up to allow free public use (including by the interviewer and narrator/their community) while requiring citation, permitting non-commercial use, and applying similar provisions for any derivative works.³³ At the same time, Creative Commons and other copyleft arrangements may not be appropriate for or desired by narrators—especially historically marginalized narrators who do not wish their interview to be widely remixable and prefer restrictive ownership, or when the content of the interview is self-determined to be sensitive or private. Likewise, Creative Commons can foreclose options that may, down the line, become desirable for creators or collaborators, such as commercial publications, new derivative works, or other uses. While some archives and institutions will not touch Creative Commons materials, others prefer or may mandate them.

Regardless of your hiring institution's preferences for using a commons model, these licensure arrangements—just as any rights agreement—should be fully consensual and explained clearly to you and to your narrators alike. Even if it's true that commons models can sometimes be a more preferable alternative than full institutional control of an interview, they should *not* be used to weaken a practitioner's, narrator's, or community's claims on work they do not wish to have held in common. Whether or not commons models might be appropriate to your particular project is an important option to consider not only with your hiring organization but with the communities/narrators you will be working with as early in the conversation as possible.

³² For the full Creative Commons licensing structure, see "About CC Licenses," Creative Commons, 2019, <https://creativecommons.org/about/ccllicenses/>.

³³ The Creative Commons licensing structure described is a CC BY-NC-SA license: requiring crediting, permitting only noncommercial use, and requiring adaptations be shared under the same terms. Alternatively, the CC BY-NC-ND license requires attribution and allows noncommercial reuse, but does *not* permit derivative works by non-creators.

HOW DOES INTELLECTUAL PROPERTY RELATE TO HOW WE ADVOCATE FOR NARRATORS?

Because the oral history process and its products are, by nature, *co-creations* between oral history practitioners and narrators/communities, questions of the intellectual property status of an oral history project's products is a question that also matters vitally for narrators. Narrators, too, have rights associated with their intellectual and creative labor on an oral history project; openness to sharing intellectual property with narrators can be a critical building block (especially for institutional hiring organizations) towards reparative relationships with narrators and their communities.

Often, an oral historian or cultural worker may be an outsider to the community or group they are documenting; in other cases, community and movement-based oral historians work directly within their own cultural communities or communities of practice. An oral historian's prior relationship with a to-be-documented group or community can shape the ease or difficulty of advocating for narrators before you have started a contract; but the urgency of this work matters in both cases, *especially* when the oral historian and/or hiring organization occupy one or more historically dominant or privileged positionalities.

Even while important work by practitioners from marginalized communities gains wide and well-deserved recognition—or builds deliberate parallel spaces separate from the spaces of white practice—important to recognize the long-standing impact of inequities in oral history and other cultural work fields that have simultaneously made these fields hostile to practitioners from marginalized positionalities. Marginalized communities in the U.S. have long been extracted from by documentary projects and cultural institutions using “collecting” as a way to ostensibly “represent” communities while also dispossessing them of their rights to their own stories, narratives, traditional culture, and images. In our current neoliberal era, oral history interviews and related documentary arts projects with Black, Indigenous, and People of Color communities are especially vulnerable, to being showcased as evidence of an institution's commitment to diversity, equity, and inclusion—whether or not the institution is taking direct and meaningful steps to divest from racism and settler colonial practices. These dynamics can occur even in institutions with BIPOC individuals at the helm of oral history and cultural work projects, and even when those individuals are leading meaningful change wherever possible amidst pushback.

Reparative and decolonial work should be project and community specific, and community members and narrators should be leaders in figuring out what that looks like. Independent oral history practitioners who are outsiders to the community—through race, ethnicity, ability, gender expression, geography, socioeconomic status, or other attributes—are urged to cede space to their narrators and project communities and to follow narrators’ and communities’ leads in calls to own and determine the future of project interviews and other materials. That said, practitioners should also keep in mind the histories of how powerful historically white-led, white-serving institutions and organizations have often intimidated historically-marginalized communities into not even expecting to be able to fight for rights. BIPOC-led grassroots movements, programs and institutions (such as Historically Black College and Universities and tribal colleges) can offer important counterpoints and examples for institutionalizing reparative and decolonial practice.

Where it is desired by narrators, practitioners should be prepared to advocate for community members to own or co-own their own materials. [Post-custodial archives approaches](#)—which view the archive, museum, library, institution or university as a place that *shares* and *stewards* cultural resources, but does not need to or explicitly should *not* own them—offer one increasingly common justice-focused approach hiring organizations can take, one which allows consented-to *uses* of oral history and other documentary arts materials by the hiring organization, *without* requiring ownership.³⁴ Post-custodial and other approaches that focus on a hiring organization’s *stewardship* or *amplification* or project material rather than ownership, recognize the harmful legacies of extraction and, in some cases, flat-out theft in oral history, anthropology, folklore studies, ethnomusicology, and other closely-related cultural work traditions, and respond to urgent calls for transformation of the material systems used by cultural institutions. However, post-custodial archives approaches may or may not always be the approach desired by narrators or documented communities; many other arrangements are possible, and suitable arrangements should be articulated by community members. Practitioners occupying one or more dominant or privileged positionalities should be careful not to make assumptions about what reparative or decolonial processes look like for a given project or community; instead, they should hold space for the community and narrators to

³⁴ The Society of American Archivists dictionary offers the following definition of postcustodial (also styled as post-custodial) archives approaches: “The term *post-custodial* was first conceived by F. Gerald Ham, in hyphenated form, in 1981. Ham devised the term in response to the growing demands of preserving electronic records, which necessitated a shift from the custodial tradition, where records are maintained by archives, to an alternative model where records are retained by their creator with archives providing oversight and support functions. Although postcustodial theory asserts that archivists can no longer hold custody of all records that might come under their care, the theory does not suggest that custody will totally disappear either.” *SAA Dictionary of Archives Terminology*, s.v. “Postcustodial,” <https://dictionary.archivists.org/entry/postcustodial.html>.

work out an approach that feels best for the given situation, while recognizing that power dynamics do often limit free and full consent.

Regardless of what form of consent is elected and who retains the ownership rights to a project, *all oral history projects should explicitly retain a narrator's personal use rights to their own interview materials* for non-commercial purposes. Depending on the project and larger ownership agreements, this may or may not include rights to produce derivative works.

Working collaboratively to establish both your own *and* your narrators' rights to ownership and determination of the futures of your co-produced materials is a critical part of **building solidarities** and standing together towards a **more sustainable, accessible, and diverse field**. While “wins” in all of these arenas may not always be possible— you may have to pick your battles— important to remember that you have options. Each one of us who advocates for more ethical practice—just as many oral history practitioners have always done, from both within, but especially outside of and against the established field—helps reshape norms and has an impact on the future of the field and the terms the next practitioner will encounter in negotiations down the line.

WHY IS INTELLECTUAL PROPERTY IMPORTANT TO SUSTAINING AN INDEPENDENT PRACTICE AND TO THE FIELD OF INDEPENDENT ORAL HISTORY PRACTICE AT LARGE?

Intellectual property negotiations *and* practices matter for independent practitioners for a number of reasons, many of them related to the precarity *and* time-limited nature of many of our work contracts. Perhaps most importantly, however, recognizing *and* negotiating to protect the wide range of forms of intellectual property independent freelancers generate is the first and most important step towards addressing the fact that our work is often “absorbed” by and left uncredited by hiring institutions—even where contracts and SOWs stipulate clear terms of use and crediting. Furthermore, across the cultural work professions, as elsewhere in settler-colonial and white supremacist societies—societies which are structurally and economically built on dispossessions of indigenous peoples and the extraction of labor, wealth, and knowledge of Black people—the work of marginalized practitioners is more liable to be used without consent or metabolized by an organization for future projects. This includes BIPOC,

femme-presenting, queer/trans*, disabled, and working-class practitioners.³⁵ Intellectual property is thus a critical social justice issue for independent practitioners and the to-be-documented narrators—and communities they represent—at the negotiations table.

Even if you do not think it matters for you personally, intellectual property is also an urgent frontier for solidarity in many cultural contexts; willingness to rethink the topic matters for the accessibility and diversity of the field. A transfer of IP to a hiring institution may not be consequential to practitioners who have their *own* projects underway, such as publishing a book, producing a documentary, or curating an exhibit; in these cases, authorship is clear by virtue of a byline on the end product. However, for some freelance cultural workers, projects, and narrators, retaining intellectual property of the interview and some project-related materials—including and sometimes especially those that don't typically include a byline or that are mutually imagined as raw materials for future derivative works—can make a big difference. The option to maintain rights and to feel included in (or at the very least, not alienated from) future directions for the project and future conversations with a documented community helps make freelance cultural work more materially *and* emotionally sustainable. It also helps create a more liveable field.

³⁵ Laura Hurwitz and Shawn Bourque, "Settler Colonialism Primer," *Unsettling America*, June 6, 2014, <https://unsettlingamerica.wordpress.com/2014/06/06/settler-colonialism-primer/>.

VII. POST-PROJECT CONSIDERATIONS: PORTFOLIOS, CREDITING, DERIVATIVE WORKS, & RIGHTS OF FIRST REFUSAL

Disclaimer: Post-Project Considerations: Portfolios, Crediting, Derivative Works, & Rights of First Refusal was written collectively by members of the Independent Practitioner Task Force and was reviewed and approved by OHA Council, and does not constitute legal advice. Please consult with an attorney when questions of a legal nature arise. The goal of these guidelines is to outline fair and ethical work practices for independent oral history practitioners, and the reader should be aware that such practices are not always standard. As this is an educational project, references and citations are provided where appropriate, and the Task Force encourages readers to visit those resources and make use of the information to draw their own conclusions and develop their own divergent guidelines as they see fit.

Being independent practitioners—and **sustaining** that livelihood—means that our work goes on, even after particular project contracts have ended. In many cases, that means finding or continuing work with a number of different hiring organizations and individuals. It can also mean leaving the relationships, skills, institutional or content-specific knowledge, and next steps of a term- or funding- limited project behind, which can be a devastating experience professionally and on an emotional level. In these cases, the ability to create a portfolio that highlights end products or project praxis is essential to the process of finding new clients and work opportunities. Other times, though, there may be opportunities to advocate for *continuing* project work beyond the close of a contract *and* even taking up “next steps” of an oral history project beyond the conclusion of the interview period. Sometimes these opportunities are presented to independent practitioners at hiring; but most times, it’s on us to advocate for opportunities where our diverse skill-sets and established community relationships could benefit a project in the future.

Think about negotiating a project contract as a simultaneous opportunity for negotiating for some sustainability in the form of future work. This is a viable consideration if maintaining access to a project—or to materials you develop over the course of a project—is important to you and/or the communities you are working with. Below are some important arrangements you can make with a hiring organization—and that can be

made explicit in your contract—that can provide potentially productive grounds for staking additional claims to your labor on a project beyond the term of your contract.

It's also important to consider that even if you *desire* to personally steward a project into the future, you may not be the *right* person to do the work. Oral history and allied cultural work fields are inherently dialogic, and the positionalities and backgrounds of practitioners—independently and vis-a-vis narrators and documented communities—matter powerfully for solidarities, access, and justice in the field. When considering your negotiations around post-project considerations and future work, assess the power dynamics at play in a project, such as your own relationship to the to-be-documented community and the hiring institution, and, especially, any significant power differentials at play. If you hold one or more dominant positionalities in these specific relational contexts—for example, if you are an outsider working on a project in another community, are a white practitioner documenting a community of color, or if you hold more financial power than the communities you are documenting—consider mobilizing your privilege to demand a project team that is more representative of the communities in which the project work will take place. You can do this by referring work to a peer practitioner, identifying skilled practitioners *already* working within the community, facilitating training (if needed) of a future practitioner or cohort of practitioners in the community, and hiring local subcontractors who reflect the community being documented.

FIRST RIGHTS OF REFUSAL FOR FUTURE PROJECT WORK

In many states, typical work-for-hire arrangements do not guarantee independent practitioners rights or opportunities to return to contracted project work at later stages. This can be a real loss both to the practitioner, who is denied opportunities to return to a project they've deeply invested in, and to the institution, who would benefit by bringing back someone with intimate knowledge of a project and deep relationships with a project's communities.

To avoid this situation—and to proactively imagine what a sustainable, ongoing relationship with a particular project or its next phases might look like—independent practitioners may suggest or include a clause in their contract for *first rights of refusal* to future project work on the same project. *First rights of refusal* means that before anybody else gets a shot at replacing you to work on any next steps on the project, you get contacted first and get to give it your consideration. This might entail producing

interpretive public history documents, media piecing, or transcription/indexing work wherever the skills and capacities of the contracted oral historian allow.

First rights of refusal clauses for oral history practitioners can prevent unnecessary alienation of labor and is a smart move for institutions anyway, especially when the relationship with a freelancer has been a good one and where familiarity and efficiency with regard to the project's nuances are valued. Moreover, using first rights of refusal clauses are a tangible, positive antidote to the often harmful impacts of the "revolving door" of precarious contract cultural workers, in which a hiring organization passes along one contractor's final work deliverables, systems, and protocols to a new hire.

And perhaps most critically, first rights of refusal agreements maintain consistency in relationships with documented communities and narrators; they can be thought of as a front-line effort to prevent extractive relationships in cultural work. What is good for independent and freelance cultural workers is almost always simultaneously a better praxis for right relationship with communities, too. Note that first rights of refusal are typically contingent on fulfillment of the initial contract to the client's specifications. (See SOW section for sample contract language for First Rights of Refusal.)

DERIVATIVE WORK(S)

Contracted oral historians and allied cultural workers are also often in a position of producing "raw" audio and visual materials that will be used to produce other "final" products and deliverables down the line. We can call those subsequent work products that use raw media, workflows, or other materials you've created/co-created "derivative works."

As an independent oral history/cultural work practitioner, you may run into a variety of expectations about who can produce derivative work from works you create or co-create. Can you? Can the institution? Can members of the wider public? Independent practitioners who produce works are often closest to the project and can often be the *best* positioned workers to produce next-step or final-stage derivative works. There is also satisfaction in such arrangements because you get to see the fruits of initial labor through to completion.

If maintaining rights to or involvement in derivative works matters to you, discuss with the hiring organization during your contract negotiation. As with other agreed-upon terms, make sure you have these established in writing.

CREDITING & CITATION

Crediting *and* citation is another critical “after the interview” arena of intellectual property negotiation for an independent oral history practitioner. It’s also important to note that crediting *and* citation expectations are not *always* coterminous with ownership arrangements. Even if you can’t win a battle for oral historian-narrator ownership of an interview, you can still negotiate to make sure your contributions are appropriately recognized in any future project uses or presentations.

Oral history and related cultural and documentary arts project work—including everything from the art of the interview to elements of the project design to media work we produce—is the mode and form of “authorship” for many practitioners in public-sector humanities, history, and the arts. While peer-reviewed journal publications may be the primary and esteemed channel used by academics to share their work, the work of independent practitioners has numerous public outlets that may be visible only to the communities in which we practice—rather than to peer practitioners, or to the field at large. Cultural workers, moreover, share their work in a variety of modalities and forms—as practice, as praxis, as text, audio/visual work, photography, as reflection—including through the approach and execution of our projects themselves.³⁶

Sadly, this sort of work is chronically under-credited, under-cited, and, as a result, can simply be unknown in broad conversations. Valuing peer-reviewed articles over these other spaces of multi-modal knowledge production leads to cultures of public-sector work being overlooked and devalued, at best. At worst, it is vulnerable to theft and use as mere “content” for “finished” peer-reviewed publications. Because of this reality—and until consideration of intellectual production shifts to include a fuller, wider, and more accessible range of multi-modal productions and forms beyond just peer-review—crediting, citation, and openness to learning about the work we do is especially important for independent practitioners’ projects.

When our work *is* shared more broadly—for example, in a social media post through the marketing staff of an institution with a large following, or in an exhibition at a large museum—this sort of work is chronically under-credited and under-cited. Even where crediting of the oral history practitioner was granted and promised in SOWs and contracts, the practice of honoring it has yet to be normalized.

³⁶ The American Folklife Society’s position statement on promotion and tenure standards and review is an example in an adjacent field of a similar argument for recognition of multi-modal work. “AFS Position Statement on Promotion and Tenure Standards and Review,” American Folklore Society, <https://americanfolkloresociety.org/our-work/position-statement-tenure-and-review/>.

Moreover, crediting and citation is critical for social justice work in oral history. As many of us know or have experienced, BIPOC, femme-presenting, queer/non-binary/gender non-conforming/trans*, working-class, disabled, and other historically marginalized practitioners with less power in white supremacist, hetero-patriarchal, ableist, settler-colonial society are less likely to have their work viewed as deserving of citation or adequate crediting. This practice aggregates to make fields like oral history, public humanities, and the arts extractive, uncomfortable, or flat-out unsafe spaces for practitioners from marginalized positionalities. It is important to work reparatively and speculatively to build a more just field that is accessible to all. Better ethics around crediting and citations is one place to begin.

Crediting and citation, moreover, is an especially important grounds to fight for given the short-term nature of most freelance project cycles. Because independent practitioners are not on payroll after a project is over, it's exhausting—not to mention *not paid*—work to have to hunt down former hiring organizations to ask to be cited or credited in accordance with contract agreements. Ideally, a hiring organization could be trusted with rigorously crediting you and citing your project work in future derivative works, right? Unfortunately, in the real world, this isn't always the case. Developing and sharing clear written guidelines for crediting at the end of a project—such as a project closeout form that includes a list of credits and terms of crediting for different project uses (social media, website or YouTube uploads, exhibitions, radio airplay, events/festivals, etc.)—may assist hiring organizations in properly crediting work across any potential future uses. Whereas a photo credit is standard in photojournalism, or a full credit line and copyright is standard in the art world, there is not a set format for crediting oral history labor. Figure out what works for you and the hiring institution *early and in writing* so you have grounds to enforce them later.

Here are some suggested arenas in which you can request crediting and citation, depending on your involvement in creating project materials:

- ***Alongside any written, aural, or audiovisual display or exhibits***
- ***Within transcripts where transcription or translation was performed***
- ***In documentary works, or subsequent derivative works***, where interviews are used as source material
- ***In photo credit lines*** for any photography you produce on the project
- ***On social media posts*** that feature or include work you produced; *character limits are no excuse to not cite a practitioner and recognize their labor!*

Negotiating and then enforcing crediting and citation of your work after the paid term of a project ends can be frustrating work. However, having formal recognition of your labor matters—not only to establish the significance of oral history as a form of cultural work within the broader field but also as a means to directly sustain your livelihood. In fact, being credited on projects publicly is one of the most powerful aids in landing future work. In this way, it pays to make sure your work will be cited and credited appropriately—even after the paychecks stop coming.

PORTFOLIO PERMISSIONS

Regardless of agreed-upon final ownership and derivative works arrangements, oral historians and cultural workers benefit from retaining the right to use and showcase contracted project work in their personal portfolio, whether that takes the form of a website, presentation at conferences, personal or academic essays, or a more analog collection of work highlights.³⁷ Conditions such as those outlined in a Non-Disclosure Agreement, which are part of some projects, likely limit a practitioner’s ability to include work within their portfolio. Be sure to discuss portfolio or resumé implications before signing such an agreement; it’s important to educate clients about why highlighting your work is critical to sustaining your profession and to find terms that are amenable to you both.

SOLIDARITY AND SHARED RESPONSIBILITY IN BUILDING AN EQUITABLE FIELD

Regardless of your personal feelings about ownership and crediting—and how projects should evolve after they “close”—decisions you will make about these topics impact an oral history project’s alignment with social justice. Ownership, rights of use, and opportunities for future work impacts *your* future as a practitioner, the future livelihoods of your narrators and their communities, and the wider field of freelance cultural work practitioners.

Negotiating rights to project praxes, co-ownership of project materials with narrators, and advocating for proper crediting and citation of your work helps create a more sustainable field in which the work of independent oral historians is taken seriously and treated respectfully; it also helps shift the field towards a culture where we are brought *back* for

³⁷ Before creating public-facing work and presentations, under protocols of iterative and modular consent, narrators may need to be contacted and notified of any new uses: especially if these intended uses by the interviewer were not explicitly disclosed, discussed, and agreed to by the narrator in a consent process.

projects we've invested in and communities we've built close relationships with. On the other hand, *not* negotiating for our or our narrators' intellectual property and future use of interview materials makes it *harder* for those of us who do—including, especially, for the BIPOC, femme-presenting, queer, disabled, working-class and other historically-marginalized practitioners whose intellectual property and contributions are the most often stolen, appropriated, undercited, and unrecognized.

Even if you don't feel passionately about who owns work you co-produce, it is your responsibility to understand the larger politics at play in the fields of community-based cultural work that we are, by definition, embroiled in, and to act in **solidarity** with our narrators and with each other to usher in a more just field of oral history practice, *both* for freelancers *and* for narrators and communities.

VIII. CONCLUDING THOUGHTS ON UNPAID PROFESSIONAL SERVICE

We first acknowledge that **much is missing because Black, Brown, Indigenous, and other Person of Color knowledges and experiences weren't at the table for the collective writing of this toolkit.** We also want to insist—without denying our own culpability in this process—that the structure of unpaid service work is inherently less accessible for BIPOC practitioners because unpaid professional service is more accessible to people with financial privilege, and, in a white supremacist and settler-colonial society, race and ethnicity are significant factors in predicting financial privilege. While the OHA names a need to diversify its membership in its most recent strategic plan, the current structure of the organization—like many professional organizations—relies on volunteer labor. It is the *de facto* reality that who is free and able to say yes to unpaid work will always, overwhelmingly, be those occupying positions of racial or economic privilege (even though poorer people are more likely to donate their “time, labor, money, and resources”).³⁸ Since freelance and independent practitioners rely on individual contracts to survive, it is harder for us to take on unpaid service work—where time or participation is not accounted for or supported within any of our contract positions. It is important to consider how much more inaccessible such unpaid service work frequently is for freelance and independent practitioners of color.

We also acknowledge our own role and complicity in replicating whiteness through Task Force member recruitment. Not having adequate funds to ethically recruit task force members of color is not an excuse for failing to more broadly present the choice to more people than those who respectfully declined. The right course of action may well have been to persist until securing a majority-of-color Task Force and meaningful stipends for those practitioners. As Co-Chairs of the Task Force that did emerge, we own our failure to clearly foreground our pervasive whiteness as a fundamental problem for moving ahead with our work, and to articulate to OHA even more strongly the necessity of robust, substantial stipends to allow us to ethically recruit marginalized independent practitioners. The lack of demographic data about OHA's membership, and the challenge of tracking networks of independent oral history and allied cultural work practitioners operating outside the purview of the OHA (deliberately or otherwise) who would be willing to engage in service work, compounded the problem of our inadequate outreach.

³⁸ Thank you to community organizer and Afro-Futurist educator Johnnie Jackson of Marion, Ohio for this phrase: a reminder that co-oping and building more abundant economic futures is not the sole province of the wealthy.

We support OHA's goal to diversify its membership, and respectfully suggest that truly meaningful stipends for service work are allotted, especially for marginalized and BIPOC practitioners: stipends that go beyond the symbolic honorarium, and which could partially or fully offset the cost of lost paid work, caregiving responsibilities, and the many other duties that working people have to arrange to be able to participate in "professional service."³⁹ We look to the example set by past OHA President Allison Tracy-Taylor, who advocated for a symbolic stipend for all participating members of the Independent Practitioner Task Force—a first for the OHA. We are grateful for this allocation, and for the foresight it showed in supporting independent practitioners, in particular. However, we have to acknowledge that the allotted stipend was inadequate to the two-year project of carrying out the work outlined in our initial charges, and much of the work carried out by task force members was wholly unpaid. We nonetheless commend this effort and encourage more materially supportive models from the OHA for both independent and salaried practitioners as a necessary and too-long overlooked step in working to foster a truly, actively anti-racist field.

It's thus difficult to assess the political or ethical status of this Toolkit. We are proud of it—if only by dint of the amount of knowledge-sharing and strategies it offers to independent practitioners operating in an array of contexts. We also acknowledge the limitations of our knowledge because of the irrevocable fact of our own whiteness. In keeping with our stance on iterative consent within the Toolkit, we envision our work as part of the opening of space for ongoing conversation, revisions, and refusals, especially in conversation with and augmented by the needs and experiences of practitioners of color who are paid to do so. We also recognize that the upkeep of living documents—like the maintenance work necessary for iterative consent—is itself an ethic that requires new economic structures: ones that support the labor of continual revision with sustained, material investment.

*Finally, we respectfully recognize that practitioners of color may not want to and certainly do not need to contribute to or revise this particular document. There have long been and will continue to be important BIPOC-produced toolkits, critiques, manifestos and movement strategies developed both within & far outside of professional organization structures. **We urge readers of this Toolkit to give those extant and future resources your full, urgent, and first consideration.***

³⁹ Caregiving work—whether for children, elders, chosen family, or unrelated community members—has long been under-acknowledged and unaccommodated by professional organizations. The extent to which failures to design for caregiving work have forced an exodus of practitioners from professional organization spaces and unpaid or underpaid service contexts cannot be underestimated. Caregiver-accessible conferences and professional service could include not only universal stipends for service, but additional stipends for arranging alternative care work, as well as the design of flexible virtual conference spaces that allow and expect "camera-off" participation; child-, elder-, and community-friendly meeting spaces; and scheduling that acknowledges the 24/7 nature of many caregiving roles. Thank you to Sady Sullivan for advocating on these issues, and dreaming possibilities for reparative design for liberatory access for caregivers in OHA & other organizational spaces.

CREDITS, THANKS & ACKNOWLEDGEMENTS

OHA INDEPENDENT PRACTITIONERS'
TASK FORCE CREATOR & CONVENER *ALLISON TRACY-TAYLOR*

INDEPENDENT PRACTITIONERS'
TASK FORCE CO-CHAIRS *SARAH DZIEDZIC & JESS LAMAR REECE HOLLER*

INDEPENDENT PRACTITIONERS'
TASK FORCE MEMBERS *KIM HEIKKILA*, MAGGIE LEMERE*, LIZ STRONG, SADY SULLIVAN, ALLISON TRACY-TAYLOR, CAMERON VANDERSCOFF, TERESA BERGEN (2020), MICHELLE LITTLE (2020)*
*** REVIEWING EDITORS**

HEROIC SUPPORT *FAITH BAGLEY, KRIS McCUSKER*

COPYEDITOR *JEFF NAGLE*

GRAPHIC DESIGN *SARAH DZIEDZIC & JESS LAMAR REECE HOLLER*

OHA COUNCIL FEEDBACK *GWEN ETTER-LEWIS, ALEXANDER FREUND, DAN KERR, LOUIS KYRIAKOUCES, SARAH MILLIGAN, AMY STARECHESKI, TOMAS F. SUMMERS SANDOVAL, CYNTHIA TOBAR*

FRIENDS OF THE WORK *DANIELLE DULKEN, JOHNNIE LEWIS JACKSON, MARION VOICES FOLKLIFE + ORAL HISTORY, MUSEUM WORKERS SPEAK, ART + MUSEUM TRANSPARENCY, W.A.G.E., the ORAL HISTORY UNDERCOMMONS, ASSOCIATION OF INDEPENDENTS IN RADIO, NCPH CONSULTANTS COMMITTEE, AAM INDEPENDENT MUSEUM PROFESSIONALS NETWORK*