

# Rules and Guidelines for Participation: Spotlight Documentary Residency

With the Spotlight Documentary Residency (“SPOTLIGHT DOC”), the Smithsonian American Women’s History Museum (the “Museum” or the “Smithsonian”) seeks to support four teams in creating a short-form, limited documentary “Video Series” that chronicles a history of American women and/or girls who are well known among specific communities but have not been widely recognized or celebrated in mainstream narratives of American history. During the six-month residency, beginning around August 19, 2024, and ending around February 14, 2025, each of the four teams must finish an original series of three to five videos, each 3-5 minutes long, created specifically for SPOTLIGHT DOC, while living and working in place. To support the creation of these works, each team will receive \$50,000 in production funding and guidance from mentors and advisors, alongside a regular cadence of required work-in-progress reviews.

By submitting an application to SPOTLIGHT DOC, you agree to be bound to the following Participation Rules and Guidelines, in addition to the requirements outlined on the program page.

## I. Eligibility

SPOTLIGHT DOC is **open** to the following participants:

- Individuals must be U.S. citizens or permanent residents of the United States, and 18 years of age or older.
- Private entities must be incorporated in and maintain a primary place of business in the United States with majority domestic ownership and control.
- Each applying team must be comprised of otherwise eligible individuals or entities. The application must specify the individual or entity that shall serve as the team’s sole legal representative in SPOTLIGHT DOC.
  - The individual or entity serving as the team’s sole legal representative will be required to enter into a contract with the Smithsonian for the team to be eligible to participate in the residency.

The following individuals and entities are **not eligible** to participate:

- Smithsonian employees and contractors, and members of their immediate families (spouses, children, siblings, and parents);
- Other Federal Government employees, acting within the scope of their employment;
- Anyone involved with the production or execution of SPOTLIGHT DOC, employees of such entities, and members of their immediate families;
- Application reviewers and program mentors, as well as individuals with a familial or financial relationship with an application reviewer or program mentor; and
- Entities and individuals publicly banned from doing business with the U.S. government, such as entities and individuals debarred, suspended, or otherwise excluded from or ineligible for participating in federal programs, are not eligible.

## II. Submission of Applications

All applications must be submitted electronically via email by 11:59 p.m. Hawaii-Aleutian Daylight Time on May 31st, 2024. Applications received after that time will be late and will not be considered for participation in the program.

By applying for SPOTLIGHT DOC, participants agree to comply with all SPOTLIGHT DOC Participation Rules and Guidelines. Each applying team must identify one member who will be the team's designated legal representative in SPOTLIGHT DOC, and each applicant may be attached to only one applying team.

Applicants are solely responsible for all costs associated with the preparation of an entry.

### **III. Application Review**

A significant intention for this inaugural open call is to inspire and support new and existing collaborations between professional filmmakers and experienced community builders. To be considered, each application must name at least two team leads. To ensure community perspectives are emphasized and respected, at least one of the team leads must have a personal connection to the person or community featured in the proposed story, which must be described in the application. Team leads must have 5+ years of non-fiction film production experience, and 3+ years of community engagement experience between them.

The application review process consists of three rounds. Prior to beginning formal review, applications will be assessed to ensure that teams meet requirements outlined on the program page (content, format, and experience) and that the application includes all necessary components. This assessment will happen on a rolling basis, with the selection process beginning in earnest after the submission window closes.

Applications that pass these three checks will advance to round one – independent scoring by two Smithsonian reviewers. In the case of a significant difference between the two scores, that application will be evaluated by a third reviewer, and the scores will be averaged. Top scoring applications (semifinalists) will then be advanced to round two – this time assessed by external industry peers following the same format as round one. Of the highest scoring round two applications, finalists will be invited to an online interview that will further explore the proposed story idea as well as the applying team's ability to complete the proposed Video Series during the six-month residency. Final selection will be made by museum leadership, taking into account input provided through the review process and consistency with the purposes of the museum's mission and programs.

Of all applications received, no more than four teams will be selected to participate in the 2024 residency. Should the Smithsonian determine that no applications meet the requirements or satisfy the criteria, the Smithsonian may reduce the number of teams participating in the residency or cancel SPOTLIGHT DOC entirely.

Applications will be evaluated against the following criteria.

#### **Does the story have historical significance? Is it underrepresented or absent from mainstream narratives of American history?**

The ambition of this program is to facilitate the telling of stories that should be included in the historical record. Is it clear from your application why this story should be included? Does the story and/or the way you plan to tell it demonstrate meaningful historical impact of the people or events you're going to highlight? Is the story you are proposing underrepresented or absent from mainstream history texts?

#### **Is the proposed story clear, compelling, and well-suited for short format?**

Is the structure and content of the story clearly articulated in the application? Is the story itself compelling? Is it detailed enough to be interesting and focused enough to be well-told in a short format?

#### **Can this story appeal to a wide audience?**

Is the story highlighting relatable and/or universal themes, such that it has the potential to be appealing to a wide variety of people? Does the application evidence thoughtful consideration of what audiences the story might appeal to and why? Will the series be appropriate for audiences of all ages?

**Based on the contents of the application, is this project feasible within the time allotted for completion? Are the team's spending priorities in line with the stated ambitions of the program (community-engaged, people-focused storytelling creatively presented, in a digestible format)?**

When taken together, do your proposed story, creative intention, budget, budget narrative, and skill level present a project that seems achievable at a high quality in 6 months? Creativity and ambition are fantastic, but we encourage teams to do your best in proposing something that you can achieve without rushing your way through it. That means prioritizing the most important and impactful parts of the story and assembling the right team with the right skills to bring it to life.

**Does the team have sufficient experience creating high quality non-fiction films and working with communities/community members? What is the connection between team members and the story they wish to tell?**

Does the application clearly articulate your team's experience in non-fiction filmmaking, and community engagement? Does your team possess the necessary personal or community relationships to tell the story with respect and care? Is there a plan in place for working with community members equitably? Does your application effectively demonstrate this experience and planning?

#### **IV. Selection Notification, Offer Acceptance, and Contracting**

During the selection process, the Museum will reach out via email to notify finalists' and selected teams' Administrative Leads, as named in that team's application. If the team (through the Administrative Lead) does not respond to an interview invitation or offer notification within four business days, another team may be chosen. If, during the selection process, your team needs to change your team's Administrative Lead, please notify us in writing at [spotlightwomenshistory@si.edu](mailto:spotlightwomenshistory@si.edu).

Members of selected teams must refrain from publicly discussing their selection until after the Museum has made the official public announcement on its website [womenshistory.si.edu](http://womenshistory.si.edu) (anticipated to be no later than July 26, 2024, subject to change at the Smithsonian's discretion). Those not selected will **not** be notified.

To confirm participation in the residency, the Museum will issue a purchase order to each selected team's legal representative. Teams must agree to the terms and conditions of such purchase order for their selection to be confirmed.

To enter into a purchase order, the participant submitting the application (the "Lead Participant") must have an active registration (for "All Awards") in the federal government's System for Award Management (SAM.gov). The Lead Participant does not need an active SAM.gov registration at the time the SPOTLIGHT DOC application is submitted, but an active registration will be necessary for the award to be finalized. Please note that this registration process can take time. For this reason, we recommend beginning the registration process when submitting your application, if not before. In addition to the SAM registration, the Lead Participant will also need to provide information and complete forms necessary to be enrolled in Smithsonian's payment system.

#### **V. Program Requirements**

The purchase order will include the Smithsonian's standard terms and conditions and include the below listed requirements, in addition to those outlined on our [program page](#). Once the purchase order has been finalized, issued, and agreed to by the participating team, the team will create their Video Series and receive their \$50,000 payment in pieces alongside key program milestones, as such payment terms are set forth in the purchase order. The purchase order will be issued and payment made to the person or entity specified as the Lead Participant in

the team's application. That person or entity shall be solely responsible for allocation of payment to members of the team.

If for any reason a selected team fails to enter into a purchase order with the Smithsonian, the Smithsonian reserves the right to commence negotiation with the next-ranked team or move forward with fewer teams.

1. Teams must **complete** an original documentary Video Series of 3-5 videos of no more than 3-5 minutes each. For the purposes of this program, "complete" means shot, edited, and completed post-production activities, including closed captioning, and audio description, such that the final version is polished and ready for public screening.
  - a. Video content **must** chronicle a history of American women and/or girls who are well known among specific communities but have not been widely recognized or celebrated in mainstream narratives of American history as was outlined in the application and approved by the Smithsonian.
  - b. The subjects of these short films can be 1) people who are living or dead, individuals or collectives, or 2) an event, movement, or "happening" of some kind. When documenting events or movements, we encourage you to present a perspective that focuses on the people who made it all happen and the community or communities closest to the story. Ideally, in addition to telling the story, the proposed series will investigate the protagonists' or movement's impact on the lives of others.
  - c. Supporting research must cite primary and secondary source materials sufficiently to demonstrate the accuracy of the proposed story and to support other elements of the narrative wherever possible.
  - d. If, during the residency program, the Smithsonian determines that a Participating Team is intending to make substantive departures in form, content, or deliverables from the project outlined in their application, such changes must be approved in writing by the Smithsonian. Process for this will include submitting a Change Request that discusses the impact of the proposed change on the final Video Series and execution of a Change Order to the PO. An example of such a change might be adding or reducing the number of videos and/or significantly deviating from the proposed topic.
2. Each Participating Team will receive payments totaling \$50,000 provided they deliver a completed Video Series before February 28, 2025. Any additional costs above and beyond \$50,000 will be the responsibility of the Participating Team. Additional funding sources are not allowed during the residency program but may be secured to continue developing the work beyond the program's completion.
  - a. Payments will be attached to production milestones, including but not limited to: script, detailed production plan including budget and schedule, rough cut, final cut. In the unlikely event that the contract is terminated, payment will only be made for deliverables accepted up to the date of termination.
3. Teams must own or obtain appropriate rights needed for the creation and distribution of the Video Series as required under these Participation Rules and Guidelines. No additional expenses will be covered in this area beyond the \$50,000 production funding.
4. Agree to provide the Smithsonian with a perpetual license as described in [Section VIII – Use of Participant Information and Media Rights](#). Participating Teams may license content from the Smithsonian to include in the Video Series in accordance with standard Smithsonian license terms.
5. In the closing credits of the completed Video Series, as well as future works expanding on the Video Series, the following language must appear "supported by the Smithsonian American Women's History

Museum“ in perpetuity, regardless of future distribution, funding, and ownership transfers that may occur, unless the Smithsonian Institution requests its removal.

6. Participate in all residency events, noting that logistical details are subject to change, but will not incur expenses for participants beyond what is indicated below.
  - a. Two (2) in-person gatherings in Washington DC (one for program kickoff and one at the residency close)
  - b. Regular cadence of online check-ins, and feedback sessions not to exceed 4 per month in the first two months and 3 per month afterwards. Reasonable exceptions may be made in cases of emergency or illness.
  - c. Two (2) premiere events in-person, one in your team’s home city, and one in Washington DC.
  - d. Up to 3 online programs for SI staff and partners.
  - e. The Museum will pay expenses for 3 of 4 required in-person gatherings (kickoff, close, DC premiere), including airfare, lodging, and meals, in accordance with Smithsonian policies. Any expenses associated with the team’s cost of attendance for their home city premiere will be the responsibility of the team.
7. Support the documentation of the residency program and your team’s work process and resulting Video Series, including capturing and sharing images and assets, video and text description of the work in progress; participating in interviews and cooperating with content creators from the Smithsonian or partners to create materials to be used for promotional, educational and other standard museum purposes.
8. Consent to the Smithsonian’s use of participants’ first and last name, and city and state of residence, likeness, voice, company name and logo (if applicable) in documentation for the Purpose (as defined in Section VIII below).
9. Support and collaborate with residency evaluation activities.
10. Agree that the completed Video Series will be displayed exclusively on the Museum’s YouTube page, and no other YouTube accounts. Participating Teams retain the right to utilize any other platform(s) to display the finished work.

## **VI. Ownership, Use, and Retention of Applications**

SPOTLIGHT DOC entries and presentation materials are collectively referred to as the “Applications”. The product generated under the purchase order entered into between the Smithsonian and a Participating Team is referred to as the “Video Series.”

If not selected, teams will retain all rights related to their Application except as otherwise set forth in these rules.

Should a team be selected and contracted to create a Video Series, they must consent to having their Application retained as part of documentation related to SPOTLIGHT DOC. The Smithsonian, and those authorized by the Smithsonian, may use this Application in whole or in part for the Purpose (as defined in Section VIII below).

Any additional materials generated in support of the original Application during the review process will be considered part of the Application and governed by the foregoing clauses.

The Smithsonian will not be accessioning any Applications or Video Series into its collections. Moreover, the Smithsonian is under no obligation to use or retain any Applications and likely will not retain copies after SPOTLIGHT DOC concludes.

## VII. Intellectual Property

Lead Participant represents and warrants (1) that the Lead Participant is authorized to submit this Application on behalf of the Participating Team; (2) that the Lead Participant has the full authority to act on behalf of the Participating Team and to bind its members to the Participation Rules and Guidelines, (3) that there are no contractual or other obligations (including applicable obligations associated with Lead Participant's employment or associated with the employment of any other team members) that would prevent submission of the Application and any licenses granted under the SPOTLIGHT DOC Participation Rules and Guidelines; and (5) that Applications and Video Series shall comply with these Participation Rules and Guidelines, contain the team's own original material and material for which the team has secured the proper rights, be lawful, true, and accurate, and not violate the rights of any third party.

The Smithsonian, its regents, officers, agents, employees, fellows, interns, research associates, and volunteers, currently and in the future, may be developing content, ideas, products, or services that may be similar to Applications, Video Series and other materials, works of authorship, concepts or ideas (collectively, the "Shared Materials") created or shared by applicants in connection with SPOTLIGHT DOC. The Smithsonian reserves the right to develop future content, experiences, products, or services that addresses the same topics as submitted Applications and completed Video Series. Applicants and Participating teams agree that all Shared Materials are submitted on a non-confidential basis, and that the Smithsonian shall have no obligation to not disclose or otherwise treat as confidential such Shared Materials.

The use of artificial intelligence, and/or generative algorithmic tools to create any part of your Application and Video Series is **not allowed for any purpose**. This includes but is not limited to assembling or creating visual references, research, script writing, editing, revising or refining written pieces, and visual effects.

## VIII. Use of Participant Information and Media Rights

Should a Participating Team be contracted, through the Lead Participant, to participate in SPOLIGHT DOC, and enter into a purchase order with the Smithsonian:

- The first and last name, and city and state of each individual member of the Participating Team may be publicly announced on Smithsonian websites and those websites authorized by the Smithsonian, in promotional materials related to SPOTLIGHT DOC, and on social media.
- The Smithsonian may photograph, video, and otherwise document the entire Participating Team in any and all SPOTLIGHT DOC programs and activities, and use any such documentation (which may include all participants' likeness, statements, name, or actions) for the Purpose (as defined below).
- The Smithsonian and those authorized by the Smithsonian, may publish, distribute, display, and otherwise use the Video Series, as well as images, descriptive text, video, audio, and any other means of documentation of in progress or finished work developed for SPOTLIGHT DOC for any educational, promotional, or other standard museum purpose, in any media now known or later developed, without compensation. This includes, but is not limited to, archives, educational programs, exhibitions, fundraising, promotions (including on social media), research, and publications, and the right to publish, display, and promote the finished work on ad-bearing and/or subscriber-only web properties of the Smithsonian, such as but not limited to [www.smithsonianmag.com](http://www.smithsonianmag.com) (collectively, the "Purpose"). This permission is irrevocable and perpetual. Any commercial use beyond the aforementioned requires additional permissions.

## **IX. Disclaimers**

The Smithsonian is not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond its control.

Nothing in SPOTLIGHT DOC commits the Smithsonian to enter into a contract with any individual or team or for any services related to SPOTLIGHT DOC.

The Smithsonian reserves the right to cancel SPOTLIGHT DOC or modify these Rules at any time for any reason at its discretion.

## **X. Release**

All participants hold the Smithsonian, its regents, officers, agents, employees, fellows, interns, research associates, and volunteers harmless from and against all claims of any nature arising in connection with participation in SPOTLIGHT DOC. The Smithsonian and its regents, officers, agents, employees, fellows, interns, research associates, and volunteers are not liable for any costs, damages, injuries, or other claims incurred as a result of anyone's participation in SPOTLIGHT DOC.

## **XI. Privacy**

Any data that the Museum receives is subject to the Smithsonian Institution's Terms of Use and Privacy Statement, which can be found at <https://www.si.edu/termsfuse> and <https://www.si.edu/privacy>.

## **XII. Use of Smithsonian Name**

The name and logo of the Smithsonian Institution are registered trademarks, and the names of Smithsonian museums and centers are common law trademarks, and none of these may be used without the prior written consent of the Smithsonian, except to include language prescribed under Section V of this document and for purposes of professional identification (resume/C.V.) such as a listing of all other similar programs in which participants have participated or won recognition. Except as otherwise provided herein or as permitted under the Smithsonian's Terms of Use, participants shall not use or refer to the names or logos of the Smithsonian or any of its museums, centers, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity or on any letterhead or website by any company.

## **XIII. Important Additional Participation Conditions**

Smithsonian decisions are final and binding.

Applications and Video Series must not include anything off-topic, partisan-political, containing advertising or promoting of products or services, commercial messages, personal attacks, or is otherwise abusive, threatening, unlawful, harassing, or that infringes on the rights of any third party. The Smithsonian reserves the right in its sole discretion to reject any video content, request revisions of the Video Series made by any Participating Team, and disqualify any participant whose entry or conduct appears in any way to violate these Participation Rules and Guidelines.