SIERRA CLUB

VOLUNTEER & CHAPTER COMMUNICATIONS HANDBOOK

Your How-To Guide to Working with the Press, Social Media, and More.
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INTRODUCTION

The Sierra Club’s strength lies in our grassroots. Our chapters, groups, and grassroots campaigns across the country are often the face of our organization. As volunteers and staff with the Sierra Club, often with a leadership title, you are seen as reputable sources on environmental issues in your community. That’s why a good understanding of media and communications by volunteers, chapters, and groups is key to the Sierra Club’s continued success.

While every chapter, group, and grassroots campaign has a different level of knowledge, expertise, and time to devote to communications, it cannot be overlooked.

Luckily, the Sierra Club has a robust Communications Department devoted to crafting strong messages, using channels effectively, training good spokespeople, and more—and your team can too.

Your chapter, group, or campaign is always welcome to look to the Club’s Communications Department for guidance while recruiting, developing, and using good, local talent. This is a great way to reach new audiences as the Sierra Club as a whole strives to be more diverse, inclusive, and equitable.

This handbook is designed to help Sierra Club volunteers and leaders at all levels of communications experience know about available resources, become better communicators, and comfortably represent the Sierra Club.

As you read and refer to this handbook, don’t hesitate to reach out to (a) the Sierra Club’s media team with questions about other communications tactics, and (b) the Club’s chapter support team with questions about how best to build your team to include an emphasis on communications.

We’ve updated this handbook for 2017 to include more media and communications tactics, more resources, and an appendix full of templates and samples for you to have at your fingertips.
You might think that the Communications Department tweets all day and sends out press releases. You’re right! But we also do so much more, and we have tons of experience and expertise that can serve as an example for your chapter, group, or campaign.

MEDIA RELATIONS
The Sierra Club’s media team supports national campaigns, chapters, volunteers, and the broader Sierra Club with media relations, content development, entertainment relations, and more.

Based in Oakland, Washington, D.C., and throughout the field, media team staff build relations with reporters, bloggers, editors, and other members of the press to make sure the Sierra Club’s stories are accurately reported in the media. Our polling and research team analyzes the most recent public opinion data to make sure we’re using the best messages to reach our audiences. The Sierra Club’s entertainment partnerships staff builds relationships with celebrities and other influencers to expand our reach, while our Latino media/engagement staff helps ensure that Sierra Club materials are translated into Spanish and stories are told through the lens of Latino values. The media team also supports chapters and volunteers with communications skills through trainings and discussions.

CONTENT DEVELOPMENT
The Sierra Club’s Communications Department also includes writers and content producers. They write and edit blog posts, social media content, newsletters, and other communications materials.

Your chapter, group, or campaign probably already distributes newsletters and should continue to do so. The Sierra Club’s national newsletters, which are all electronic,
can serve as examples of how to bring good content together to a specific audience that will take specific action. We encourage you to consider using some of the content from our external newsletters in your own.

Here are a few national Sierra Club newsletters you should sign up to receive:

- **The Insider** is the Sierra Club’s flagship newsletter. Every two weeks, the communications team distributes this newsletter to all members, with the inside scoop on the latest environmental news, urgent action alerts, and more.

- **Currents** is distributed weekly to a list of the Sierra Club’s most active members and supporters, those who are most likely to take action. It focuses on the most urgent action alerts and recent examples of grassroots activism.

- **Hitched** is a weekly internal newsletter sent to Sierra Club staff and active volunteers, highlighting successes from the field, staff and organizational updates, and the Sierra Club’s upcoming priorities for the week.

The Sierra Club has a number of national blogs, authored by national campaign directors, partner organization leads, grassroots activists, and everyone in between. We promote these voices on social and traditional media. We encourage you to cross-post our blog posts on your own blog, and send us story ideas based on your local initiatives!

Here are a few national Sierra Club blogs you can follow:

- **Coming Clean** is the blog of the Sierra Club’s Executive Director ([http://www.sierraclub.org/michael-brune](http://www.sierraclub.org/michael-brune))

- **Compass** is the main national Sierra Club blog for energy-related news. The blog’s tagline is “Pointing the way to a clean energy future.” ([http://www.sierraclub.org/compass](http://www.sierraclub.org/compass))

- **The Planet** highlights Sierra Club stories from the front lines, including many chapters and volunteers. ([http://www.sierraclub.org/planet](http://www.sierraclub.org/planet))

- **Power to Change** is the blog of the current Sierra Club president. ([http://www.sierraclub.org/change](http://www.sierraclub.org/change))


- **Sierra Club Outdoors** covers the Sierra Club’s outdoor activities. ([http://www.sierraclub.org/outdoors](http://www.sierraclub.org/outdoors))

- **EcoCentro** is a Spanish-language blog on energy and environment issues relating to Latinos. ([http://www.sierraclub.org/ecocentro/blog](http://www.sierraclub.org/ecocentro/blog))

The Sierra Club’s national social media accounts have an enormous reach and highlight everything from national campaigns to geo-targeted grassroots stories.

- **Facebook**: [facebook.com/SierraClub](http://facebook.com/SierraClub)

- **Twitter**: [twitter.com/SierraClub](http://twitter.com/SierraClub) and [twitter.com/SierraClubLive](http://twitter.com/SierraClubLive)

- **Instagram**: [instagram.com/SierraClub](http://instagram.com/SierraClub)

- **YouTube**: [youtube.com/NationalSierraClub](http://youtube.com/NationalSierraClub)

**DESIGN**

The Sierra Club also has an in-house design shop. The staff designs materials such as advertisements, fact sheets, reports, infographics, websites, and more for national Sierra Club campaigns, and in some instances, can help chapters and volunteers.

Check out the design archive ([sc.org/carchive](http://sc.org/carchive)) for a nonexhaustive repository of the Sierra Club design team’s recent projects. It was created to inform staff and volunteers of past and present work, educate about the Sierra Club’s design aesthetic, and inspire those who are in need of new creative materials. Check out the “Print materials” section in this handbook for more information.

**SIERRA CLUB PRODUCTIONS**

The Sierra Club has in-house production staff responsible for video content. Sierra Club Productions helps staff and volunteers determine when the use of video is likely to be effective and to produce or offer guidance in crafting the finest-quality videos at the lowest possible price while adhering to our best practices. In some instances, we can meet your needs by identifying a video that already exists. Sierra Club Productions can also help suggest and/or secure film rights for event screenings. In addition, we are frequently releasing new videos that you can include in newsletters, on your webpage or social channels. We
suggest you subscribe to our YouTube Channel (https://www.youtube.com/user/NationalSierraClub) to never miss a release.

**SIERRA MAGAZINE**

SIERRA is the storytelling arm of the Sierra Club. Our award-winning print magazine, website, digital edition, and videos use narrative journalism to inspire, inform, entertain, and engage our 2.4 million members and supporters, as well those just becoming interested in environmental protection.

We employ the best journalistic practices—accuracy, thoroughness, and intellectual fairness—to enlist people in the movement to protect our shared environment. SIERRA represents advocacy journalism at its best. We use sparkling writing and stunning photography and video to communicate the ideals at the heart of the Sierra Club’s mission. We marshal the facts to make an argument: That everyone, regardless of race or income, should have the same access to clean air, clean water, a stable climate, and entry points to explore and enjoy wild nature.

SIERRA is the modern version of the original Sierra Club Bulletin founded in 1893, one year after the establishment of the Sierra Club. Today, the magazine publishes bimonthly in print and every day online. We reach one million readers across North America with every print edition, and hundreds of thousands more online.

The magazine’s editors are always on the lookout for local or regional stories that are emblematic of larger environmental challenges. We welcome story tips and suggestions from Sierra Club chapters, members, and volunteers. For the most part, we try to avoid campaign overviews, updates on Sierra Club work, and explicit messaging (with a few exceptions); these are the purview of other Sierra Club departments. Our job is to stimulate a different part of our members’ brains and hearts. We want members to lose themselves in beautiful images and find themselves wrapped up in stories they can’t put down.

For a more complete description of the kinds of stories we are looking for, please visit this page, http://www.sierraclub.org/sierra/submit-story-idea, where you can also fill out a form to submit a story idea.

You can receive your stories direct to your inbox daily by subscribing to our email newsletter, *The Green Life*. Subscribe here: http://www.sierraclub.org/sierra-club-email/green-life

**AND MORE!**

This is by no means an exhaustive list of the services that the Sierra Club’s Communications Department offers. This is in addition to the skills and services that the Club’s Digital Strategies Department covers, including social media, emails, list-building, and more. Please don’t hesitate to reach out to the Club’s media team if you have a question about whom you should ask about a certain topic.
KEY MEDIA-RELATIONS SKILLS

Now that you have an understanding of how the Sierra Club’s national communications department functions, it’s time to focus on building your team’s key communications skills. You’re on the right path if you can identify one or more staff members or volunteers as your team’s communications specialists. The people who know the most about an issue are not always the best spokespersons, authors, or tweeters.

COMMUNICATIONS PLANNING

Creating a comprehensive and detailed campaign communications plan at the beginning of the process will help you hone your message, plan your timeline of events, identify key spokespeople, map out upcoming news hooks, determine press materials you may need, and prevent surprises from popping up down the road.

But what makes a communications plan effective? First, you need to develop your message. An effective message should try to communicate why your campaign or project is important and timely in a clear, concise, and relatively simple way. This message should be consistent across the board—from your press release, to your social media posts, to your printed materials, to anything public-facing, such as your chapter or group webpage. If you need to update your Sierra Club webpage, please email Drupal.Help@sierraclub.org.

In addition to effectively communicating your main points, your message should also align with the Sierra Club’s Diversity, Equity, and Inclusion (DEI) goals to embrace, value, and respect a variety of social and cultural characteristics including, but not limited to race, class, ethnicity, sexual orientation, gender identity, mental/physical ability, religion, and age. This is important at all levels of communication, from planning your message, to identifying spokespeople, to pitching outlets. For a list of helpful resources from the Sierra Club’s DEI team, visit https://sites.google.com/site/sierraclubdei/.

Communications planning is best handled by a staff member, but volunteers are often responsible for some
elements of communications. If you have to hire an outside consultant, independent contractor, or vendor, be sure to check with Human Resources (hrd@sierraclub.org) for the Sierra Club’s guidelines for hiring and payment.

A communications plan can help you determine the length of your campaign, hone your message, identify a timeline and key media moments, and brand your campaign, among other things. A successful communications plan should cover:

- **Communications Infrastructure**—What communications capacity do you have—do you have staff and time to devote to this plan? Who will do the work? What budget do you have to do this work?
- **Overview**—What is the status of the campaign for which you will be drafting the communications plan? How has it performed historically, and where do you see it going?
- **Goals**—Why are you launching communications efforts in the first place? What do you want? What would it take for you to consider the campaign successful? What do you wish to accomplish within the next six months? The next year?
- **Target/Target Audience**—Who can give you what you want? Can you directly influence this individual’s decision making? If not, who is your target audience? Whom do you need on your side to get what you want?
- **Research**—What do you need to know about your target audience? How will you get the information?
- **Frame the Issue**—What is this issue really about? Who is affected? What values does your audience share? Can you brand your campaign with a catchy or pithy name or a hashtag?
- **Message (Message Box)**—Message boxes make us more nimble, succinct, and able to respond to reporters' questions while staying on message. More information on how to create an effective message box can be found in the “Nailing press interviews” section of this handbook.
- **Spokespeople**—Who are the best messengers to reach your target audience? Is there diversity among your spokespeople? Are the people/communities most affected by the issue/your campaign represented among your spokespeople?
- **Tactics**—Are there particular tactics you plan to undertake (house parties, press conferences, road shows, non-English media, videos)? These can be listed as bullets in the overall campaign communications plan, but please note that most tactics, such as targeted video releases or events, may require their own in-depth communications plan and individual measures of success. Please include a timeline.

- **News Hooks**—What news hooks or upcoming media moments might be used to amplify your issue? Will your tactics provide additional earned-media opportunities?
- **Communications Channels and Outlets**—How will you reach your target audience, e.g., print media, online media, door-knocking, newsletters, email blasts, PSAs, etc.?
- **News Media**—If you’ve selected traditional and online media as primary vehicles to reach your target audiences, then you should begin to figure out which outlets would be most appropriate in any given situation. Some ways to receive coverage:
  - News Article
  - Op Ed
  - Radio News/Talk
  - Television News/Talk
  - Podcasts
  - Blogs
  - Facebook/Twitter
  - Video production/posting
- **Reporters/Media Database**—Depending on which type of print and online media you’ve chosen to pitch, you’ll need to decide which specific outlets you want coverage in. In many cases, these will be locally based and locally focused outlets, but where relevant and applicable make sure to consider opportunities to amplify your news or event in the national press.
- **Metrics/Measures of Success**—How do you measure the success of your communications activities? Is it by number or type of media, a specific action that target audiences undertake, or a combination of many factors? What are the desired outcomes of your various tactics?
- **Tactics and Timeline**—Insert your campaign’s tactics into a timeline, from beginning to end and follow-up.

You can find a template communications plan in the Appendix.
PITCHING TO THE MEDIA

One of the biggest ways we can make a difference through our campaigns is to generate media coverage and shape the conversation around our issues. We organize earned-media events in order to influence public opinion, to move policy makers to support our cause, and to win our campaigns that save the planet and protect our communities. But if the press doesn’t show up to cover the events, it’s much harder to accomplish these goals.

The first thing to do before you begin pitching it to assess the newsworthiness of the event or topic. Each news story should cover the primary factors that determine its newsworthiness—impact, timeliness, prominence, proximity, bizarreness, conflict, and currency.

- **Impact**: The number of people whose lives will be influenced in some way by the subject of the story.
- **Timeliness**: Recent events have higher news value. Of particular value are stories brought to the public ahead of the competition. These are known as scoops.
- **Prominence**: For the same occurrence, people in the public eye have higher news value than obscure people.
- **Proximity**: Stories about events and situations in one’s home community are more newsworthy than events that take place far away.
- **Bizarreness**: A classic example of this is dog-bites-man vs. man-bites-dog. Man-bites-dog is more bizarre. Dog-bites-man usually is not news.
- **Conflict**: Strife, anger, and disagreement are newsworthy.
- **Currency**: More value is attributed to stories about issues or topics of public concern than to issues or topics about which people care less.

When in doubt about a story’s newsworthiness, refer to this graphic in the Appendix.

Now that you’ve determined whether your story is newsworthy, you can maximize your chances of success by following the five tips below to pitch events to the press:

- **Be confident**. You have an important story to tell. Speak clearly and wear your passion for the campaign on your sleeve. It also helps to practice before you make the call. Here are some key phrases to use:
  - “Are you on deadline, or do you have a quick second?” Say this in the very beginning after you introduce yourself. It shows them that you are considerate of their timeline and that you can make it quick.
  - “I saw that great article you did on…” Reporters are people too! They’ll appreciate that you are familiar with their work. Plus, who doesn’t like a nice compliment now and then, right?
  - “I wanted to give you a heads up on an interesting story idea…it seemed like it would be right up your alley.” This shows that you are doing them a favor, not begging them to help you.
  - “Does this sound like the kind of thing you’d be interested in covering?” At the end of your pitch, this is a good way to end the conversation. If the reporter says no, that is a great opportunity for you to ask, “Well, what kinds of stories are you interested in covering?” and then to figure out whether there’s a different angle to your story that might work.

- **Use your hooks**. A hook is an angle that shows the reporter that your event is worth covering. It’s not enough just to say you’re hosting an event, even if you know the event will be interesting. Before you start pitching, you should have an idea of what your hook is.

- **Do your homework**. Before you start pitching, do some research to figure out who are the best local reporters to reach out to, and how. Look for reporters whose beat, or issue area, is aligned with your event, such as political editors or environmental reporters. You can get a good sense of this by looking up past coverage to see what a particular reporter usually reports on. If you haven’t already, don’t hesitate to ask, “Generally, how do you decide what you are going to
write about? What kinds of stories are you and/or your editors looking for?”

• **Make it easy.** When you pitch reporters by phone, you have about 15 seconds to knock their socks off with your story idea. Have your pitch prepared in advance, and stick to the most exciting elements of the story, the things that will pique the reporter’s interest the most. That includes VIP speakers, great visuals, or an unusual coalition working together. Make sure the reporters have access to all the background information they need. Provide them with well-prepared Sierra Club representatives whom they can interview and get quotes from. And make sure they have your email and phone number so that they can follow up with you if they have questions. If you have a scoop or a juicy story, think about giving a single reporter an “exclusive.” Keep in mind, if they take it, you cannot give this story to another reporter, or you risk ruining the relationship.

• **Follow up.** If they say they’re interested in an event, follow up a few days out and remind them. If they can’t commit to the event when you pitch them, follow up later and ask again—with as fresh a hook as you can provide. And if a reporter does show up to cover your event, take the opportunity to build a relationship with them.

### REPORTER MEETINGS

If you already have a relationship with a local reporter or would like to learn more about how you can help a local reporter, feel free to set up a brief meeting with them. Face time can be very valuable for relationship-building.

• **Talking to reporters** The same principles of pitching a reporter apply when the meeting is in person—do your research beforehand, offer to help, and follow up afterward. If you are scheduling a reporter meeting, be prepared to make it short (20 to 30 minutes) and try to find a meeting spot that is not your office or home, or the reporter’s office. Coffee shops and lunch spots are good options. Bring materials to give to the reporter, such as fact sheets and business cards of relevant sources.

• **Ed board meetings** Periodic meetings with newspaper editorial boards are an important way to present your case to some of your region’s most important voices and build relationships with those with regular opinion columns. It’s important to come prepared with ideas to pitch and tough arguments to defend your position, but annual meetings can pay off in the form of friendly editorials. Bring relevant materials, top line talking points for your presentation, and an idea of which writers typically cover your issues.
PREPARING AND DISTRIBUTING PRESS MATERIALS

In addition to pitching to the media and meeting with reporters, your team should be able to produce, edit, and distribute good press materials in case you can’t get through to a person.

PRESS LISTS

Before you write a press release or media advisory, you need a good, current list of reporter contacts who will receive the press materials. The Sierra Club uses Cision (formerly Vocus) public relations software to find reporter contacts and make press lists.

We have established a “field login” that is available for staff, chapter staff, and volunteers who need to research contact information for media outlets and journalists. Contact the media team for this information.

You can also normally find contact information for reporters on the source’s website or by calling the newspaper, radio station, or other source.

PRESS RELEASES

A press release is the standard communication for carrying a message about your campaign or your issue to the outside world. Press releases should be saved for a newsworthy event or story.

Here are some tips for writing a press release:

- **Make it timely**—We strive to send out press releases within three hours of the breaking news and, when possible, we draft press releases ahead of time if we know that events are going to happen or that news is going to break. Timely releases are more likely to get picked up by the press.

- **Keep it short and simple**—Long releases are less likely to be read or taken seriously. Limit the release to six
paragraphs (roughly one page in Microsoft Word). Keep it simple, clear, and direct. Leave out superfluous information that could be explained in an interview or on background. Do feel free to include visual aids, such as photos and videos.

- **Write in inverted pyramid style**—Your press release should read like a news story. We do this by writing in the inverted pyramid format, where the order of the information is based on its importance. Say the most important things first, and use a catchy lead sentence to engage your reader. A limited amount of background information and supporting quotes should be put in the following paragraphs. The first time you use an acronym, make sure it appears in parentheses after the full name of whatever it represents. End your press release with your chapter’s boilerplate.

**THE INVERTED PYRAMID STYLE OF WRITING**

Most important information: Who, what, where, when, why

Less important information: Additional facts, details, & quotes

Least important information: Background

- **Include at least one quote**—Reporters are always looking for colorful quotes to include in their stories. To go through all the work of getting them a press release that actually is breaking news, catches their attention, is nice and succinct, but doesn’t include a quote—that would be a terrible waste of time and effort. So make sure you have approval from a spokesperson to use a snappy quote in the release that reporters can use. At the same time, though, be careful not to include too many quotes.

- **Think like a journalist**—A reporter won’t cover something just because you wrote a well-structured press release. Journalists look for particular things when they receive a press release. They look for something that matches their beat, or issue area, something they can sell to their editors, something that’s front page-worthy, and something they think readers will likely be interested in, click on, react to, and share. They’re also going to be looking for names of prominent people who might be affected, because that adds another hook to their story. It all comes down to newsworthiness, and you want to make sure your press release highlights the things reporters will find most newsworthy.

Once your press release is written, the hardest work is done. But before you email your press release to reporters, keep these tips in mind to make sure your email is professional and more likely to be opened and read:

- Paste the press release into the body of the email. Don’t attach it. This saves the recipient a step and avoids spam filters.

- Use a clean and simple subject line following sentence case. Avoid ALL CAPS.

- Put recipients’ email addresses in the BCC line. This allows people to focus on the content of your press release rather than the list of other reporters you sent it to.

Follow up the release with a phone call to the top news outlets to make sure they received the release and to urge them to cover the story. Try to reach a live person with your phone call. If you must leave a message, keep it as brief as possible but give the top reason for why the release is newsworthy. If an outlet did not receive it, check their email address and offer to send it again.

You can use the Sierra Club’s press release template (see [Appendix](#)) as a style guide for proper formatting, or you can contact the Sierra Club’s media team for examples of press releases. You can see the Sierra Club’s boilerplate and an example of a chapter boilerplate in the [Appendix](#).

You can also see the Sierra Club’s national press releases online for inspiration: [content.sierraclub.org/press-releases](http://content.sierraclub.org/press-releases)

**PRESS STATEMENTS**

An alternative to a press release is a press statement. Use a press statement when rapidly responding to an event or statement that doesn’t need much explaining. It includes one quote from an individual responding to a singular event or statement.

As with press releases, distribute press statements in the body of an email (not an attachment) and BCC your list of reporter contacts.
Here are some tips for writing a press statement:

- **Choose the appropriate spokesperson**—Since this is the only quote that you will initially supply to the press, it needs to come from the right person. If the issue is high-profile, attribute the quote to a high-level representative. If the issue is specific to a campaign or topic that one of your spokespeople specializes in, attribute the quote to that person.

- **Keep it short and simple**—The statement can be as short as one sentence, but should not be longer than two paragraphs.

You can use the Sierra Club’s press statement template as a style guide for proper formatting (see Appendix), or you can contact the Sierra Club’s media team for examples of press statements.

**MEDIA ADVISORIES**

Similar to a press release, a media advisory is the standard communication for carrying a message about an event or media availability to the outside world before the event. Media advisories should also be saved for a newsworthy event.

Here are some tips for writing a media advisory:

- **Send it early**—Reporters typically need at least 24 hours notice of an event so they can check with their editors to cover the event. You should plan to send out your advisory at least the day before the event, but no earlier than a week before the event, otherwise your event might be forgotten. In any case, you should resend the advisory the morning of the event and bring attention any new information.

- **Answer the five Ws**—The advisory should include the Who, What, Where, When, and Why of the event—who will be present (highlighting VIPs), what the event is, where the event is (including directions), when the event starts and ends, and why this is news.

As with press releases, distribute media advisories in the body of an email (not an attachment) and BCC your list of reporter contacts.

Your event should include strong visuals, so be sure to add photo desk contacts to your list of reporter contacts for your media advisories.

Follow up the advisory with a phone call to the top news outlets to make sure they received the advisory and to urge them to attend the event.

You can use the Sierra Club’s media advisory template as a style guide for proper formatting (see Appendix), or you can contact the Sierra Club’s media team for examples of media advisories.

**BOOKING MEMOS**

When planning your campaign or event, if you have a notable spokesperson available to talk to the press about your issue (such as a celebrity or a scholar who typically has a limited schedule or is in town visiting), one way to secure press interviews is by providing reporters with a booking memo.

A booking memo should be used only when you have a notable expert available for an interview on a specific topic. The memo should be fairly concise, with key background information on the issue or event at the top and a list of the pertinent information for the reporter and audience below: the name(s) and title(s) of the experts, the experts’ availability on specific dates and at specific times, and the contact information for the person coordinating the interviews.

Using the appropriate press list and completed memo, distribute your booking memo in the body of an email (not an attachment) and BCC your list of reporter contacts. Follow up the memo with a phone call to the reporters to make sure they received the memo and to see if they would like to set up an interview.

You can use the Sierra Club’s booking memo template as a style guide for proper formatting (see Appendix), or you can contact the Sierra Club’s media team for examples of booking memos.

**ED BOARD MEMOS**

When your campaign’s goals would benefit from an endorsement by a local newspaper, sending a memo to local editorial boards is a good approach. The purpose is to urge the paper’s editorial staff to write in support (or opposition) to a specific topic. It includes relevant background information and citations, as well as persuasive arguments for endorsement.

Ed board memos should be saved for rare instances. They can be a bit longer than a press release since these memos contain background information and will not be published word-for-word. Try to limit an ed board memo to two typed pages.
Once you have created a list of ed board contacts in your region and completed your memo, distribute it in the body of an email (not an attachment) and BCC your list of ed board contacts.

Follow up the memo with a phone call to the editorial boards to make sure they received the memo and to urge them to editorialize.

You can see the Appendix for an example of an ed board memo to use as a style guide for proper formatting.

**LETTERS TO THE EDITOR**

Newspaper letters to the editor (LTEs) are an important way to inform the public, policymakers, and press about an issue and how the public views it. LTEs are an excellent media tactic for “rapid-response” situations and campaigns where we need to demonstrate public support or opposition, or where we wish to pressure a decisionmaker. LTEs are especially effective for campaigns related to politics and legislation, because congressional staff closely monitor the opinion pages of newspapers in their districts.

Some best practices for writing LTEs:

- **Find opportunities to write LTEs**—Scan media coverage and identify LTE-writing opportunities. How can you link your issue to something that’s already in the news? Where is the news coverage lacking balance?

- **Identify good writers and signers**—Try to find individuals who are influential in their community to submit LTEs. One way to motivate people to write LTEs is to ask them to “fight back against media misinformation or bias” on a given topic. Follow up with people who signed an online petition and added their own comments—an indication that they like to write! This is even more successful if you reference their comments specifically, and ask them to expand on them into a LTE.

- **Provide volunteer writers with the right tools**—These include:
  - a message box or very short list of talking points on the topic,
  - links to background info or news coverage to respond to,
  - links or specific instructions on how to submit an LTE to specific targeted media outlets,
  - tips for writing LTEs.

- **General letter-writing tips**
  - Pay attention to a newspaper’s specific LTE guidelines. Save time by checking these guidelines before you start writing. You can usually find the guidelines on the opinion section of the paper’s website. This will include the email address to send the letter to and required information such as name, email address, hometown, and phone number.
  - Know and stick to the word limit (often under 200 words).
  - Reference a recent event, local development, or news coverage.
  - Add some personal values/beliefs/emotions to demonstrate your connection to issue (if relevant).
  - Keep the tone civil.
  - Point out a novel or different (and still important) part of the story that is being missed.

You can see the Appendix for an example of a good LTE.

**OP-ED COLUMNS**

An op-ed appears in a newspaper’s print edition and/or online, often opposite the editorial page, and always in the opinion section—which is a heavily read part of a newspaper! Like publishing LTEs, publishing an op-ed is a great way for you to inform the public, policymakers, and the press about your issues. In general, op-eds are longer than LTEs and should be saved for the strongest submissions.

Here are some best practices for writing op-ed columns:

- **Keep the topic relevant.** The topic should be related to a current news story or event. It should be relevant to folks in your community. Even if your topic is focused on a national or international issue, it’s important to make a local connection to get your readers invested in the issue.

- **Identify good writers and signers.** Try to find individuals who are influential in their community to submit op-ed columns. Think about doing a joint op-ed with (no more than) two people who might not ordinarily share the same opinion.

- **Use personal opinion.** This is an opinion piece, after all. You are trying to persuade and educate your readers. Make your case in a rational manner. Use credible sources if needed, but don’t go overboard with them.

- **Feel free to use emotion, but in a limited manner.** While the proposed construction of a new coal power
plant may make you angry, expressing that anger in an opinion piece may inhibit your ability to persuade readers. The key is to draw readers in, not turn them away.

- **Use persuasive language.** Use clear, strong language to convey your message. You may have a lot to get off your chest, but remember that your goal is to persuade readers. A focused narrative will help readers follow your thoughts.

- **Get your facts straight.** While there is limited protection afforded to opinion pieces, you still want to avoid any chance of your piece being construed as libel. Be sure that all facts are correct and are attributed. Never call names, and be deliberate when you choose your words.

- **Be entertaining.** Keeping in mind all of the above, there is still room to write in an entertaining and creative manner. Readers usually expect to get more out of an opinion piece than simple facts or a list of talking points, so don’t disappoint. Use humor, a story, or another unique method to illustrate your thoughts if appropriate.

- **Prepare for feedback.** Sometimes newspapers will publish email contact information for opinion submitters, so prepare to receive both positive and negative feedback. Readers might also respond with published opinion columns or LTEs themselves. This isn’t a bad thing; it means you have started a conversation and gotten people engaged!

You can see the Appendix for examples of good op-eds

### PRESS CONFERENCES

Sometimes events and decisions rise to a level of importance where a press conference is the best media tactic. Press conferences can be done in person or over the phone through a telepresser. When identifying whether or not to have a press conference, consider the VIPs who will attend, the visuals, and the newsworthiness of the event.

Send a media advisory (see best practices above) before your press conference, and send a press release as soon as the press conference has wrapped up. Bring copies of the press release to the press conference to hand out to reporters who attend.

Follow up with your attendees with thank-you emails, and offer your help with anything they need.

Here are some best practices for in-person press conferences:

- **Give yourself time**—Press conferences can include many moving pieces, and thus can take a lot of time to plan. Start early and have a checklist of tasks to accomplish before the event.

- **Pick your location wisely**—The location of the press conference is key. It should be visually pleasing and relevant to the topic. For example, if you are announcing that a coal plant is set to retire, consider having the press conference in front of that coal plant, if appropriate.

- **Pick your speakers wisely**—If you are partnering with other organizations for your press conference, you should limit each organization to one speaker. Choose the speaker with the best public-speaking skills. Consider diversifying your speaker lineup so it doesn’t sound like the same type of person is saying the same thing over and over.

- **Keep it brief and uniform**—Each speaker should have the same amount of time to speak, and each should keep his or her speech short (maximum of five minutes long). Choose a moderator who can keep
these speakers on schedule and is not afraid to cut them off.

- **Always use visuals**—Think about the photos that will accompany the story that you want the news to write. Are there signs or banners you can place in front of or behind your speakers? Are there costumes or outfits activists or speakers can wear? Strategically crowd your volunteers around the speakers or main focal point to show large turnout. If chairs are set up for attendees, make sure your volunteers fill in the front rows with their on-message campaign t-shirts and signs.

- **Consider actions**—While visuals are great, actions can be even better, especially if camera crews are present. Consider asking volunteers to participate in an action that is within reason and could visually represent the message you are trying to send.

- **Consider hiring a photographer or videographer**—if you’re able to, consider hiring a photographer or videographer, or see if one of your volunteers is a skilled photographer or videographer and can shoot your event. That way, you can send out photos or video clips with your press release, tweets, and/or blog posts. This is particularly helpful if news photo and video desks are unable to cover your press conference. There’s more information on this below.

- **Consider a call-in option**—Most reporters, unless they are pitched early and often, will not be willing to travel to your press conference, so consider having a call-in option available. This is an easy option for indoor press conferences but will probably not work for outdoor press conferences.

- **Prepare for questions**—Leave ample time for questions, and identify beforehand which speakers will take which type of question. Also prepare to have no questions, and consider having a volunteer ask a question to get the ball rolling.

Here are some best practices for telepressers:

- **Give yourself time**—Just like press conferences, telepressers take much coordination. Start early and have a checklist of tasks to accomplish before the event.

- **Consider paying for audio conferencing**—While you can use your existing conference lines or even free conference lines, professional audio conferencing services can offer recordings of your teleprescer, a readout of the attendees, and more. These can come in handy for the follow-up.

- **Keep it brief and uniform**—Telepressers should be even shorter than press conferences, because reporters can hang up the phone easier than leave an event. Each speaker should have the same amount of time to speak, and each should keep his or her speech short (maximum of three minutes long). Choose a moderator who can keep these speakers on schedule and is not afraid to cut them off.

- **Prepare for questions**—Leave ample time for questions, and identify beforehand which speaker will take which type of question. Also prepare to have no questions, and consider having a volunteer ask a question to get the ball rolling.

**PHOTOGRAPHY AND VIDEOGRAPHY**

One tactic you might consider when planning your campaign or event is the use of photography and videography. Planning ahead to capture photos and videos of your work can be an invaluable asset down the line, whether it be for a blog, to send pictures to reporters, or to post on social media.

All professional photographers and videographers need to be on contract with Sierra Club prior to any work being done. It takes us about a week to get Independent Contractor Agreements reviewed and approved by the Human Resources Department and Operations team, so please try to give us at least 1-2 weeks to finalize. Please contact the Operations team by emailing operations@sierraclub.org.

Our contract templates include unlimited licensing of images/work produced or full ownership (see Appendix for forms). This should be discussed with the photographer/videographer, and all parties must agree. Flat fees should also be discussed and agreed upon prior to contracting.

Volunteer photographers and videographers can be used, but understand that the quality of work may vary. If you have a volunteer who wishes to donate his or her work to the Sierra Club, that can be done using the Content Submission Form available from the Operations team (see Appendix for sample form).

Once you have the availability and terms of working with a photographer or videographer confirmed, fill in the required fields of the appropriate contract template. You’ll need the following information ready to fill in the template:
• The start and end date of the contract (can not be longer than 1-year)

• A description of the services to be performed, including
  o Date and times of event
  o Location of event
  o Any required credit/copyright notice

• The fee agreed upon

Once the template is filled out send the draft contract, along with the following documents (which can be found on the Human Resources webpage) to the Operations team (operations@sierraclub.org) so they can review and approve the contract:

• IC Questionnaire

• Form DE542

• A copy of the Independent Contractor’s W-9 form

You’ll also want to make sure that you have provided the photographer or videographer with a clear plan for the day of the shoot: time and place to meet, event rundown, assigned point person on the ground, key images needed, expected deliverables (e.g. all raw photo files, or asking for some to be made into a highlight group and/or retouched), and expected deadline.

• Video Guidelines—When a videographer is required, please reach out to Adrienne Bramhall, executive producer for Sierra Club Productions (adrienne.bramhall@sierraclub.org), and let her know the details of the event so she can help source and contract someone. Adrienne manages all of the Sierra Club’s video production and should be looped in as early as possible—it will take several days to find a contractor and will likely take additional contracting time. An average guide is $800/day for a contractor to film, and additional budget will need to be set aside for editing.

Sierra Club Productions can also provide advice if you are planning a video, including understanding the process. Sierra Club Productions can advise on budgeting and contracting from conception and development, pre-production planning, physical production, post-production, and related issues like ensuring Compliance review (compliance.review@sierraclub.org), proper licensing of footage and third-party assets (e.g. music, photos), and planning for distribution and marketing.
Currently, the most effective distribution method is through social media, with videos less than two-minutes long that tell an engaging story and provide a call to action.

For staff or volunteers who are filming, we have created a less-than-five-minute video that talks about some of the key elements to consider like lighting, framing, audio, and getting enough coverage. That can be viewed here: https://youtu.be/o47KFUMN6oI. If you want your video to look worthy of Sierra Club branding, we do suggest hiring a professional.

- **Drones**—If you are hoping to use a drone for any event, please follow the Sierra Club’s Drone Policy (http://clubhouse.sierraclub.org/conservation/programs-safety/drone-policy.aspx) and fill out the Sierra Club Drone UAV Application Form (see Appendix for form). Please make sure you start this process early and provide the necessary instructions during each step. There is a stringent Drone Policy that requires pilots to be FAA-certified and drones to be registered and in compliance with all FAA regulations.

- **Photo and Video Releases**—Regardless of whether a staff person, volunteer, or professional is capturing images, a Photo/Video Release is required (see Appendix for release). All individuals must sign this form prior to any photos or video being taken.

- **Photography Guidelines**—Creative and Technical

These are technical guidelines, suggestions, and tips to help freelance and other photographers capture photographs that will be most compatible with the needs of the Sierra Club.

  - **Framing**—While vertical portrait shots are definitely needed, they also conflict with the 16x9 frame used in videos. So in addition to shooting portrait shots, always try and grab some horizontal shots as well.

  - **Content**—Although photography tasks and assignments vary, there is one constant need from all photographs taken that is often neglected. That need consists of close-ups depicting human emotion.

For example, if you are shooting a protest rally, your instinct may be to focus primarily on the vast scope of the protest and to capture as many wide shots as possible. This tends to be a trend among photographers when shooting rallies. Although wide shots are certainly needed, more often than not they vastly outnumber the amount of photographic close-ups of people.

Try and focus on capturing the heart of your assignment by concentrating on close-ups of human beings in action. Find subjects that will fill your frame and tell a vivid story. Look for shots that move you.

Always try and capture images that have a strong presence and evoke sincere human emotion. Do not be afraid to ask people to pose or to repeat something you missed. Be an active photographer and not a passive observer. Engage!

  - **Diversity**—Diversity, Equity, and Inclusion is a top priority for the Sierra Club. Do your best to authentically capture a wide variety of people during your assignment, including people of all age ranges, without tokenizing. Shots of children are always powerful, though somewhat difficult to capture (and especially require photo releases). And don’t be afraid to throw a dog or something quirky into the mix every now and then!

  - **Delivery and final file**—It is important that you provide high-resolution photographs. Here are some tips on how to ensure the highest quality photos:

    + An 8-megapixel camera (as seen in the iPhone 5 or higher) shoots at 3264x2468 pixels. That is more than enough resolution for a photograph.

    + A current 1080p High Definition video frame is 1920x1080 pixels, and the best is for photos to be uncompressed and as large as possible.

    + JPEG, TIFF, and PNG are acceptable formats.

    + Please provide images free of watermarks or heavy visual FX.
Operating for more than 50 years, E.D. Edwards is an outdated power plant that lies on the banks of the Illinois River. It burns coal and pollutes central Illinois communities—including Peoria, Bartonville, Pekin and East Peoria. This contributes to dangerous levels of air pollution in the area.

**HEALTH IMPACTS AND COSTS OF POLLUTION**

Central Illinois residents pay the price for coal pollution through their respiratory illnesses: Asthma from coal plant exhaust leads to increased visits to the doctor and higher health care costs. Excessive exposure to pollution can cause respiratory and heart disease, cancer, and contribute to higher levels of morbidity and mortality. The cardiovascular effects of pollution can cause serious, even fatal, airway disease in children and adults. The health effects of pollution are linked to shorter lifespans and a higher rate of premature deaths.

**CAUSE OF AIR POLLUTION**

Coal power plants are the second largest source of air pollution in the United States. They release 1,100 pounds of sulfur dioxide, 220 pounds of nitrogen oxides, and 20 pounds of mercury into the air each day. These pollutants can irritate the lungs and can cause damage to the nervous system and organs, especially in children. These pollutants also contaminate both surface and groundwater resources. The Illinois River, the largest river in Illinois, is contaminated by these pollutants. The Illinois River has been designated by the EPA as a Superfund site.

**IMPACT OF POLLUTION**

The health effects of air pollution can cause short and long-term health issues, including respiratory and heart disease, cancer, and other serious health conditions. These health effects can lead to a decrease in quality of life and an increase in health care costs. The Illinois River is contaminated by these pollutants, which can cause serious health issues for residents of the surrounding area.

**BENEFITS OF POLLUTION REDUCTION**

Reducing pollution from coal power plants can have significant benefits for the health and well-being of residents. It can reduce the number of hospital visits and emergency room visits, improve air quality, and reduce the risk of developing serious health conditions. This can lead to a decrease in health care costs and an increase in quality of life.

**RECOMMENDATIONS**

To reduce pollution from coal power plants, it is recommended that they switch to cleaner fuels such as natural gas or renewable energy sources. This can be achieved through regulatory, financial, and technological means to reduce emissions and improve air quality.
members to read and they help advance the goals of your chapter, group, or campaign.

Here are a few simple tools to help make your newsletter shine:

- **Make it positive**—It’s easy to get caught up in sharing stories of our opponents and the great environmental challenges that we’re up against, but that can quickly get someone down in the dumps. Be sure to add some uplifting stories. Showcase the good work that people are doing in your community. Solutions-oriented content will draw in solutions-oriented volunteers.

- **Make it personal**—Everyone has a story, and a newsletter is a great opportunity to share it. Introduce yourself and your chapter leaders, highlight the good work of key volunteers, and whenever possible, use names and leadership titles. Making it personal adds names, faces, and voices to your chapter, group, or campaign. Volunteers are more likely to be active in your campaigns if they feel connected to you.

- **Make it visually appealing**—It’s easy to make a drab, word-heavy newsletter, but it’s liable to make your readers’ eyes glaze over. You want to include photos and color, if possible, to catch your reader’s attention. If you’re planning to write about an event, take photos at that event and make sure to get subjects to sign photo release forms. We have more resources on this in our Volunteer and Chapter Communications Handbook. Generally, close-up photos of people that showcase human emotion are the best kind. Try to keep your articles short and engaging, but if you’re including a long article or post, try using bullet points or highlighted sections to help break up the text. Pull quotes, text boxes, actions, graphics, graphs, and other images can also make your newsletter more visually appealing. You’ll be surprised by how well people react to small changes like these.

- **Make it interactive**—Your newsletter should be a two-way street. Include ways for your reader to follow up for more information, ways to get involved, and ways for them to share your content. You might consider soliciting reader feedback or opening up a space for letters to the editor or op-eds to be placed in your newsletter. Why not include a donations appeal?

- **Make it compliant**—Simple changes and up-front planning will help your chapter or group access more of your 501(c)(3) funds to pay for eligible newsletter content. It is perfectly acceptable to write lobbying articles in newsletters. It is accepted that there will always be a mix of 501(c)(3) and 501(c)(4) articles, and legislative campaigns are an important part of the Sierra Club’s work. However, if you are going to write articles about legislation and want to get a message out about it and get people to act on it—don’t walk the line between 501(c)(3) and 501(c)(4) obscurity. Go for it! Include a call to action—just understand that it will not be reimbursable with charitable funds. Here are some easy tips to ensure 501(c)(3) use for printed newsletters:
  - Group educational articles together to make reviewing easier.
  - Develop a coding system for outings, or emphasize the educational content of the outing in the write-up.
  - Send a separate mailing with endorsement information.
  - Remove any 501(c)(4) sections that are not necessary (such as meeting minutes, other Sierra Club business) and place them on your website. Include a reference to the site in the newsletter—this will be considered 501(c)(4).
  - Note of caution: In some cases, electioneering will disqualify the entire newsletter from 501(c)(3) funding.
  - Include more 501(c)(4) articles and fewer 501(c)(3) articles in the electioneering issue of your newsletter because it may not be eligible for any reimbursement.
  - Do not include a legislative call to action or a legislative contact list.
  - Legislative alerts are not eligible for 501(c)(3) funds and are often out-of-date by newsletter delivery. Create an email list, a separate mailing, or a post on website for up-to-date info.
  - Create regular 501(c)(3) features: litigation update corner, information on an administrative advocacy campaign, regular EPEC feature, book reviews, etc.
  - If you have more questions about what does and does not qualify as 501(c)(3) content, or have other questions about reimbursement or compliance, contact chapter.funding@sierraclub.org.
NAILING PRESS INTERVIEWS

Press interviews are the best opportunity for sharing a message on a local level. They may seem daunting, but when you are using the right skills and tips, they can be a breeze and help boost your credibility in the community.

USING THE MESSAGE BOX METHOD

Message boxes are simple visual tools defining strategic messages that will be presented to public audiences through the media. Message boxes make us more nimble, succinct, and able to respond to reporters’ questions while staying on message. They are much easier to use than long lists of talking points. The Sierra Club has adopted one standard format for message boxes, with four sections of the box defining one main message. Together, the four components of the message box tell a persuasive and comprehensive story.

You should create a message box before you are interviewed, and then try to visually memorize the four components. Be prepared to bridge from one section of the message box to another, so even if you are only asked about the problem, you can also talk about the solution (and the call to action, and the benefit) in your answer. The goal is to get a soundbite that addresses as many of these four components as possible.

• **Problem:** Starting at the top-left corner of the box is the message related to the “problem”—a lot of Sierra Club issues relate to threats to health, the environment, and/or the climate. When we are delivering a strategic message, we have an opportunity to define the problem as we see it—and set the stage for proposing a solution or change.

• **Solution:** Moving clockwise, the top-right corner of the box is the “solution” to the “problem” we’ve defined.
Communicating compelling solutions is key to political communication—research shows that simply “raising awareness” or getting people upset by defining problems does not motivate them to join a cause or see things from a given perspective. We must also present solutions and show people that they can take action to make a difference.

- **Call to action:** The bottom-right corner of the box is the “call to action”—where we explain how our target audiences and targets can work together to implement the solutions we’ve defined.

- **Benefit:** The lower left corner of the box is the “benefit”—how we as a group, a community, and a nation will benefit if we solve this problem and act together. Clearly communicating the benefits to a given political issue is essential—we must make explicit why the target audience should care.

You can use the Sierra Club’s message box template (see Appendix) and contact the Sierra Club’s media team for examples of effective message boxes.

For any type of interview, remember that nothing is ever truly “off the record.” Assume that anything you say or give them—in a conversation before or after an interview, in an email, or while on hold—could end up in the news.

**INTERVIEWING FOR PRINT OR ONLINE**

Now that you have prepared and reviewed your message box and practiced bridging from one component to the next, you are ready to take media inquiries. Never feel like you need to take an inquiry right when it comes in. Feel empowered to ask the reporter if you can call them back before their deadline so you can do your research and be ready for the interview.

Here are some best practices for interviewing for a print or online article:

- **Prepare your message and yourself**—Preparation also means knowing whom you’re talking to and how much time you have, so that you can prepare accordingly. Research reporters—check out bios on the newspaper’s website, LinkedIn profiles, and Twitter pages—to get a sense of personalities and reporting styles. Ask them what kind of story they are doing, how much information they need, and make their job as easy as possible. Perhaps the most important element of preparation is just getting into a confident mindset. Remember that you are the one who gets to determine what you talk about in the interview. You get to drive the conversation—not the reporter. You know what you came prepared to say—and in this interview, you’re going to say it!

- **Keep it simple, and repeat**—As a spokesperson, your job is to make the key points in your message box, and to come back to these key points often. So don’t be afraid to make one point several times in an interview. That just maximizes the chances that your message will survive the cutting-room floor and come across in the final story. Be calm. Listen carefully to the question. Take a breath, speak slowly, and when you’ve made your point, you’re done. Avoid jargon. Speak with confidence and enthusiasm.

- **You don’t have to answer every question**—If a reporter asks you something you’re not equipped to answer or don’t want to answer, it’s okay to say “I don’t know,” or “I’m not the best person to talk to about that.” The important thing is to then move on to the key points you came to make.

- **Use bridge phrases**—A bridge phrase is a way to transition from the question you’re asked to the message you want to convey. You can find a list of commonly used bridge phrases in the appendix.

**INTERVIEWING FOR TELEVISION**

Television interviews are for the more experienced interviewees. The best way to prepare for these is to practice with another person, have them record you on camera, watch it back, and critique yourself. Whether you are on a live talk show or being taped for the local evening news, the following tips will help you make the most of a TV interview.
The same best practices apply from interviewing for a print or online article. Here are some additional best practices for interviewing on television:

- **Pick the right spokesperson**—Your spokesperson must first and foremost be somebody who knows the angles of your campaign and issue well, and has had some experience talking about and debating the topic.

- **Master the sound bite**—A sound bite is a quote or succinct one-liner that summarizes an opinion in a colorful but simple manner. Since there is a lot of competition for airtime, it is essential that you keep sound bites to 15 seconds. As with quotes in press releases, lead with the conclusion since that’s the bite you want them to take. The less editing that must be done by the TV producer, the better. Avoid jargon, use analogies, and be personal by explaining how the issue affects this particular audience. Be brief and direct.

- **Know your message**—Since this interview is taped, the spokesperson will likely not be able to have notes in front of them. If they can, use a small notecard with the four components of your message box that they can quickly see at a glance. Anticipate questions, but do not over-rehearse—you want to sound natural. Steer the interview toward the points you want to make before time runs out.

- **Repetition is key**—Make an effort to repeat your major points over and over, especially in taped interviews. Remember that portions of the interview may be edited, and you want your soundbite to make it into the final program. You have a right to complete your
answers, so if you are interrupted, politely and firmly insist on finishing your answer. Request clarification if you are asked a question you do not understand, use facts and figures only if you know they are correct.

- **Pay attention to body language**—Avoid exaggerated hand movements, tapping your foot, saying phrases like “well” and “uh,” and clearing your throat. If you are sitting, sit upright, lean slightly forward and never cross your legs. Look at the interviewer, not the camera. Use only moderate hand gestures, smile, and nod. Remember that everything you do will be magnified.

- **Assume you are always on camera**—Even if you think the camera is focusing on someone else, act like you are on camera at all times. Do not say anything, even jokingly, that could be taken out of context or picked up and used out of context. When you are in the studio, assume the cameras are always rolling.

- **Dress carefully**—You should dress in solid-colored, simple clothing. Avoid light colors, busy patterns, sparkling or noisy jewelry and heavy makeup. Otherwise, dress accordingly: Look professional but don’t overdress. Ties should not have wild colors. Avoid clothes that are uncomfortable or that rustle and make noise against a microphone. Contact lenses are preferred over glasses.

### Interviewing for Radio

Radio interviews are closer in similarity to television interviews than to print or online interviews, since your recording is what will be published. While television interviews depend on soundbites, radio interviews depend on “radio actualities,” prerecorded, brief statements or full interviews for radio stations to use during their news broadcasts.

Many of the same best practices from above apply for radio interviews. Here are some additional best practices for interviewing on radio:

- **Find a quiet place**—Most of the time you will be interviewed over the phone. Most radio stations prefer that you call from a landline and use a headset with a working microphone to avoid outside noises that sometimes are apparent with telephone interviews. If you are unable to use a headset, make sure your surroundings are quiet and that there are no distractions. Have your message box and relevant materials in front of you, but clear the rest of your work space to avoid distractions.

- **Pretend you’re interviewing for television**—Sit up straight, wear appropriate clothing, and pretend you are in the television studio so you are in the right mindset for the interview. Your listeners will be able to hear the difference if you are prepared!

- **Sound engaged**—Your voice should never sound monotonous. Stress the interesting and important facts and figures. The station will usually edit the interview, so keep your answers brief and to the point, and state the most relevant and important facts first. Be assertive with your points, but not aggressive.

- **Repetition is key**—This is particularly important for radio, where new listeners might be tuning in or tuning out at any moment. Make sure your main points come across early and often, so it makes the radio actuality.
USING SOCIAL MEDIA EFFECTIVELY

The Internet has changed how people interact. Think about it: How many letters have you mailed in comparison with emails you’ve sent? It’s become second nature for many to use the Internet as their primary source of communication—and social media is the next stage in this media revolution. It has moved us from the one-way communication of the past to an instant, interactive conversation for the future.

Here are a few important things to keep in mind while considering the role social media will play in your campaign or chapter strategy:

- Social media channels are all about having a conversation.
  - Imagine a cocktail party. You want to have a good experience and great conversations, right? You probably aren’t looking for someone to stuff their agenda down your throat. That analogy works pretty well to describe the world of social media. It’s about discussing back and forth with people that care about the same things you do. Make sure to use it that way. This is the golden rule online: “Post unto others as you would have them post unto you.”

- If you have an account for your chapter, group, or campaign, make sure it’s set to public. If your content is private, you’re limiting your ability to engage with a broad audience.

- Social media is one creative way you can engage with members of the press. Many reporters are very active on social media, particularly Twitter, so reaching out to them by these means creates a new space for dialogue. For example, once you’ve emailed out your press release or statement, you might consider tweeting a message with a link to the press release at one or two of those same reporters as a follow-up.

- Every channel is different. Understand which ones are right for you and how to use them.
There are many social media channels, each with different-sized user bases and unique user demographics. To decide how to invest your time, first understand what sites or apps the people you want to reach are using. After you’ve determined those outlets, make sure to understand what it’s like to be a user on those outlets. Create an account and figure out what feels right as a general user before trying to use that medium as an entity. What do you like to see or interact with? What feels like good content to you? What features do you like or not like? Use this experience to help guide your usage as a chapter, group, or campaign.

- Understand the sensitivities of your audience.
  - You are building a long-term online relationship with each person you converse with online. As you post, reply, like, comment, etc., you will learn more about what your new online friends like to see and discuss and what they definitely do not want to see or chat about. Use this knowledge to better understand how you can introduce different topics to the conversation.

**FIVE TIPS FOR GETTING STARTED**

1. It is better to do one channel well then to do two or three poorly. If you are short on time, this is key. If you have to manage more than one channel, try a social media management tool like HootSuite or Buffer.

2. New is not better. A single post that takes advantage of existing pages or accounts to reach an existing community is often easier and more effective than starting from scratch.

3. Remember the three Ss. Each post should be:
   - Scannable: Do I know what it’s about with just a quick three-second scan?
   - Scalable: Does this image/text/content display properly when it’s super small on a mobile device or tablet? How about when it’s larger on a laptop or desktop?
   - Shareable: Is this something I would repost if it weren’t mine? Is the content compelling to me as a general user?

4. Sometimes the best way to illustrate your point is to have others do it for you. Consider using a news story or video clip from an outside party versus using your own words. This also plays to “joining a conversation” versus starting your own.

5. Social media posts still have to be compliant. It might seem like the Wild West on the Internet, but all Sierra Club-related posts have to play by Sierra Club rules.

By following best practices, social media can strengthen your campaign or chapter strategy. At the moment, the most popular social media channels are Facebook, Twitter, and Instagram. Contact the Sierra Club’s social media team if you want additional information on how to use other channels effectively.

**BLOGGING**

Blogging has revolutionized journalism. With blogs, anyone can be a journalist. Have you joined the conversation?

Here are some best practices for blogging:

- **Don't reinvent the wheel**—If your chapter or campaign has an existing blog, use and update that for your immediate purposes. This blog might already have a readership, and you don’t want to start from scratch.

- **Keep it short and simple**—Blogging is your opportunity to frame a story your way, but it should be easily digestible and shareable. Keep your posts short (200 to 500 words) and include images, graphics, and photos to keep it interesting and visually appealing. Be sure to include links to your data/stats or to places where people can go if they want more information or if they want to take action.

- **Blog consistently but don’t overdo it**—You should not create a blog if you only plan to update it once or twice. Try to update your blog at a consistent pace—once a month, once a week—but don’t post constantly. Only blog if the topic is relevant and newsworthy.

- **Crosspost blogs when appropriate**—Have you posted your blog on the Sierra Club website, but you’re hoping to get more exposure? Consider crossposting your blog on another platform, such as Medium or the Huffington Post. This can be a great way to amplify your message and reach out to new audiences. Make sure that you have the proper permissions to crosspost if you need them. For example, if you have a blog posted on a different organization’s website, be sure to check with them first before posting the blog on another website, even if it’s the Sierra Club’s.
FACEBOOK
Facebook is the largest social network in the world, claiming over 1 billion active users. Chances are your local Sierra Club chapter, group, or campaign has a Facebook page. Managing a Facebook page with fresh content and engaging with followers is a lot of work, but it will help expand your brand, increase connections and dialogue, and motivate supporters to take action.

Here are some best practices for Facebook:

- **Keep your copy short**—You can say what you need to in two or three sentences followed by a link, video, or photo. Use tight, punchy language. Almost all Facebook users will skip over your post if it’s longer than one paragraph. Facebook will initially display only the first 400 characters (not words) of a post. Don’t use political or insider jargon, and shorten very long URLs when possible by using tools like Bitly.com

- **Use visual storytelling**—People on social media love pictures and graphics. Post a single great photo on your timeline, upload photo albums of local events, and use photos to promote events. Share others’ pictures. “A picture is worth a thousand ‘likes.’” Look to the Sierra Club’s design archive for examples of quality graphics and infographics.

- **Diversify your content**—Post photos, graphics, news stories, live video, blog posts, events, announcements, video, etc., but remember that posts with a visual element typically perform better than those without.

- **Post consistently but don’t overdo it**—Keep your content fresh, but don’t bog down your followers with information overload. Twice a day is a good maximum to stick to while getting familiar with the platform.

- **Engage your followers**—Answer questions, “like” favorable comments, and tag peoples’ names when responding. Do not delete critical or antagonistic comments unless they harass or include profanity or spam. Make sure to answer Facebook messages promptly to build better relationships with those who are trying to contact you directly. Follow other Sierra Club chapters and other nonprofits to get ideas for content and to engage in online conversation with them.

Check out the Sierra Club’s national Facebook page for inspiration, reposting opportunities, and ideas: [https://www.facebook.com/SierraClub](https://www.facebook.com/SierraClub).

TWITTER
Twitter is a powerful and flexible social media tool that can allow you to reach audiences in ways that blogs and Facebook cannot. Although you are limited to 140 characters per tweet, you are more likely to create an engaging dialogue with influential users on Twitter.
Here are some best practices for Twitter:

- **Use visual storytelling**—Tweeting high-quality photos, videos, and infographics has a ripple effect because people are more likely to click on the preceding tweets.

- **Shorter is better**—While you have 140 characters to get your message across, shorter and pithier is better. Avoid using abbreviations to save space unless necessary, and be sure to shorten long URLs when possible by using tools like Bitly.com.

- **Use hashtags wisely**—Hashtags are words or acronyms with # in front of them, which hyperlink the word or acronym, making it searchable across Twitter. Hashtags are used to enter a conversation on Twitter, but should not be used to artificially insert an account into something irrelevant. You don’t have to use hashtags, but if you do, avoid acronyms when possible, and don’t overdo it with more than two hashtags per tweet.

- **Join the community**—Follow local journalists, elected officials, other influencers, and your campaign’s strategic targets, and consider including their Twitter handles in your tweets announcing news. Retweet relevant content to diversify your history of tweets to a mixture of original content and shared content. You can even use Twitter to reach out to reporters by tweeting your press release or information at them. Many reporters are very active on Twitter, so this is just another way to engage outside of a standard email.

Check out the Sierra Club’s national Twitter page for inspiration, retweeting opportunities, and ideas: [https://www.twitter.com/SierraClub](https://www.twitter.com/SierraClub).

**INSTAGRAM**

Instagram is a great channel for eye-catching visual content. This can be anything from natural landscapes to your lunch. The audience is on the younger side, and there are no clickable links from the site, so clicks off-site are impossible. That being said, Instagram is still a great way to spread awareness and share moments. Typically, organic pictures and videos do better than assembled graphics and produced clips, but that is not a rule by any means.

A few more important tips for Instagram:

- **Download the app**—Although you can access Instagram on an web browser, Instagram is mobile–application based, so you will need to install it on a smartphone to get the full experience and to post.

- **Images do better when square**—If possible, try to take the picture this way. This saves the headache of having to crop out your friend or your dog from the picture. You can share images that are portrait or landscape but these run the risk of being scaled differently on different devices.

- **The minimum resolution is 640x640**—If you make it any smaller, the site will “upscale” your image (or sometimes not let you post), and it will look pixelated and grainy, which ruins its visual appeal.

- **Use filters!** These are a great way to make your photo pop. They also allow the image to fit in line with the others that are posted and create a native experience for your potential followers.

- **Use hashtags!** This channel loves hashtags. Similar to Twitter, hashtags insert your images into a larger pool of images and conversation that are easily searchable. Tag it with relevant hashtags. #HowTo #Instagram #relevant #help #tips #usehashtags
APPENDIX

SIERRA CLUB BOILERPLATE

About the Sierra Club

The Sierra Club is America’s largest and most influential grassroots environmental organization, with more than 2.4 million members and supporters. In addition to helping people from all backgrounds explore nature and our outdoor heritage, the Sierra Club works to promote clean energy, safeguard the health of our communities, protect wildlife, and preserve our remaining wild places through grassroots activism, public education, lobbying, and legal action. For more information, visit www.sierraclub.org.

EXAMPLE CHAPTER BOILERPLATE

About the Sierra Club–John Muir Chapter

Founded in 1892 by John Muir, the Sierra Club is America’s oldest, largest, and most influential grassroots environmental organization. The Sierra Club’s mission is to explore, enjoy, and protect the wild places of the earth. The Sierra Club—John Muir Chapter is made up of 15,000 members and supporters working to promote clean energy and protect water resources in Wisconsin.

RESOURCES

- How to make the news infographic
- Bilingual glossary of environmental terms
- Commonly used bridge phrases

EXAMPLES

- Example ed board memo
- Example LTE
- Example op-ed (1)
- Example op-ed (2)

TEMPLATES

- Template booking memo
- Template communications plan
- Template press release
- Template press statement
- Template media advisory
- Template message box

FORMS

- Sierra Club Independent Contractor Agreement (Full ownership)
- Sierra Club Independent Contractor Agreement (Unlimited licensing of images/work produced)
- Operations Content Submission Form
- Photo/Video Release (English)
- Photo/Video Release (Spanish)
- Sierra Club Drone (UAV) Application Form (Clubhouse)
HOW TO MAKE THE NEWS

THE NEWS STORY

What makes something newsworthy?

1. Is this new?
2. Is this happening right now?
3. Is it about to happen?
4. Who does it affect?
5. How much does it cost?
6. What are the consequences?

Timeliness + Impact = News

NEWS HOOKS

• Local interest
• Unique, unusual, strange
• New, timely, current event
• Conflict, drama, controversy
• Human, personal, emotional
• Holiday or anniversary

• Report, poll or study
• Bill, law, vote, case, decision, ruling
• Sheer size (ex. “thousands rally” or “hundreds protest”)
• Superlatives (ex. “the most”, “the worst”, “the dirtiest” or “the cleanest”)
• Human interest

NON-NEWS HOOKS

• Event
• Panel
• Booth
• Meeting

EXAMPLES

Use News Hooks

YES:
A new study shows the Ohio River is sickening Kentucky residents by the hundreds.

NO:
The Sierra Club is holding an expert panel on clean energy.

Use More Than One Hook

YES:
Today the Sierra Club launched an aggressive advertising campaign against one of the nation’s worst environmental offenders.

Reframe in Time to Make Old News New Again

YES:
This month the Sierra Club released a new study.

NO:
Two weeks ago, the Sierra Club released a study.

MEDIUM MATTERS: TV

TV stories must have strong visuals.

• “Speaking out,” “reacting” and “coming together” are useful, TV storytelling crutches
• Stories featuring kids, animals, money, pregnant mothers, health, safety or conventional wisdom debunked are TV-friendly
PITCHING

Pitching is a crucial skill to help us spread our message, influence public opinion, persuade policymakers, and win on our issues. At its core, pitches are stories that you’re telling a reporter.

HOW TO PITCH

1. Be confident.
   - Speak clearly
   - Show passion
   - Practice beforehand

2. Use your hooks.
   Local interest, unique, unusual, strange, new, timely, current event, conflict, drama, controversy, personal, emotional, holiday or anniversary, report, poll or study, bill, law, vote, case, decision, ruling, sheer size, superlatives, human interest

3. Do your homework.
   - Past coverage
   - Balance
   - Target reporters

4. Make it easy.
   - Background info
   - Primary sources
   - Quote-givers/interviews
   - Phone numbers
   - Email addresses

5. Follow up.
   - Be persistent
   - Show relevance
   - Ask what they are interested in covering

HELPFUL PHRASES FOR PITCHING

“Are you on deadline, or do you have a minute to talk?”
“I wanted to give you the heads up on…”
“Does this sound like the kind of thing you’d be interested in covering?”
“What kinds of stories are you interested in covering?”

WHOM/WHEN TO PITCH

Whom
- Targeted reporters
- Assignment desks (assignment editor)
- Producers (highly visual features, interview segments)
- News directors (TV), managing editors (print)—if you need to make your case beyond the story, i.e. why the outlet should be covering that type of story, what’s missing from the outlet’s coverage, etc.

When
- If no advisory, any time that allows enough time to execute the story.
- If advisory, right after to ensure it was received.
- If TV, don’t call during the news show.
- If late in the day, don’t contact reporters. They’re on deadline or have already filed.
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<td>Snowfall</td>
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<td>Solar energy</td>
<td>Energía solar</td>
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<td>Solar panel</td>
<td>Panel solar</td>
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<td>Solar power plant</td>
<td>Planta de energía solar</td>
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<td>Solar thermal power station</td>
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<td>Specie</td>
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<td>Steam turbine</td>
<td>Turbina de vapor</td>
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<td>Sulfur oxide</td>
<td>Oxido (óxido) de azufre It takes an accent when it's lowercase</td>
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<td>Surface ozone or smog</td>
<td>Ozono de superficie o smog</td>
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<td>T</td>
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<td>Tar sand</td>
<td>Arena bituminosa</td>
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<td>Thermal pollution</td>
<td>Contaminación termal</td>
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<td>Thermoelectric system</td>
<td>Sistema termoeléctrico</td>
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<td>United Nations Intergovernmental Panel on Climate Change (IPCC)</td>
<td>Panel Intergubernamental sobre Cambio Climático de las Naciones Unidas (PICC)</td>
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<td>Uranium</td>
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<td>Urban runoff</td>
<td>Escorrentía urbana</td>
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<td>US Environmental Protection Agency (EPA)</td>
<td>Agencia Federal de Protección Medioambiental (EPA)</td>
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<td>US Bureau of Land Management</td>
<td>Oficina Federal de Gestión de Terrenos</td>
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<td>Volatile organic compounds</td>
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<td>Wilderness</td>
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<td>Wind farm</td>
<td>Bosque eólico</td>
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<td>Wind power</td>
<td>Energía eólica</td>
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<tr>
<td>Wind turbine</td>
<td>Turbina eólica</td>
</tr>
<tr>
<td>Wind turbine blade</td>
<td>Pala de turbina eólica</td>
</tr>
</tbody>
</table>
COMMONLY USED BRIDGE PHRASES

- Well, I don't know about that but...
- Maybe, but...
- But the real point is...
- The only important issue is...
- A more useful way to look at it is...
- That's not the issue, the issue is...
- I'm not sure I know where you're going with that, but I am sure that...
- I don't know where you're going with that, but...
- What's important to remember, however...
- What that means is...
- That's a point of view, but ...
- Let me put that in perspective...
- Let's keep some perspective...
- Here's what the issue is...
- Here's what I think the question should be...
- Here's what I think is really important...
- I don't know...but I happen to believe...
- That's because...
- As you know...
- But perhaps an equally important issue here is...
- What I think you're getting at is...
- That's not in my field, but what I can say is...
- Let me add...
- It is important to emphasize...
- It is important not to overlook...
- Along those lines, another question I'm often asked is...
- That deals with one aspect of a larger issue...
- Yes, and in addition to that...
- No, let me clarify...
- It's a bit too early to talk about that until all the facts are in, but I can tell you...
- I'm not sure about that, but what I do know is...
- Let me put this into perspective...
- That reminds me of...
- Let me emphasize that...
- I'm glad you asked me that. People may have that misconception, but the truth is...
- Yes, No, or Too soon to tell...
- That in the future. What I want to talk about now is...
- What I think you want to know is...
- Those were important factors, but...
Memorandum  
September 15, 2016

To: Reporters, Columnists, and Editorial Boards  
From: Sierra Club, Oil Change International, 350.org, Indigenous Environmental Network, Honor the Earth, Bold Alliance  
Re: Peaceful Dakota Access Pipeline Opposition Continues to Grow

In recent weeks, opposition to the controversial Dakota Access pipeline has grown exponentially, drawing the attention of the national media and activists across the country.

The Dakota Access pipeline, which would extend 1,168 miles – just seven fewer than the now rejected Keystone XL pipeline – across North Dakota, South Dakota, Iowa, and Illinois, would threaten communities, farms, Tribal land, sensitive natural areas, and wildlife habitat. It would pass within just half a mile of the Standing Rock Sioux reservation, putting sacred sites, burials, and culturally important landscapes at risk and posing a devastating public health threat to the Tribe’s drinking water in the case of a spill. It would also cross directly through lands in North Dakota reserved for the Standing Rock Sioux Tribe, the Yankton Sioux Tribe, the Cheyenne River Sioux Tribe, and others by the 1851 Fort Laramie Treaty, as well as the Yankton Sioux Tribe’s aboriginal title lands in South Dakota.

In addition to its potential impacts on land and water, new analysis shows that building the pipeline would also be inconsistent with the United States’ climate goals. According to a new analysis by Oil Change International (OCI), the pipeline would lock in greenhouse gas emissions in an amount equivalent to the emissions of 30 coal plants. By reducing shipping costs for large amounts of dirty oil, particularly with current oil prices so low, building this pipeline would significantly increase the amount of crude oil getting to market. OCI calculated that, at typical utilization rates of 95% of capacity, total lifecycle emissions from producing, transporting, processing, and burning the products derived from the oil would amount to 101.4 million metric tons of CO2e per year. Given this estimated impact and the White House’s recent guidance on how federal agencies should assess climate impact, it is only logical that a climate test be applied to this project, but thus far none has been conducted by the Administration.

Tribal and farming communities have been engaged in resisting Dakota Access for years, and as legal proceedings continue, resistance has continued to grow, both on the ground and across the country.

Since April 1, members of the Standing Rock Sioux Tribe and other Indigenous Nations have occupied a spirit camp, the Camp of the Sacred Stones, located between the pipeline’s proposed crossing of the Missouri River and the water intake valves for the Tribe. The camp is a center of spiritual and cultural opposition to the pipeline, with the goal of stopping construction through prayer and nonviolent direct action. Action at the camp intensified in August when construction was set to begin along the Missouri River crossing. Members of the Standing Rock Sioux Tribe have been joined by thousands of Native and non-Native people from across the continent, including representatives from over 250 tribes and First Nations. New camps have been placed on both sides
of the Cannonball River, which forms the northern border of the Standing Rock Sioux Tribe and flows into the Missouri River, with participants risking arrest. So far, 68 people have been arrested as part of the protests in North Dakota, including the Tribe’s chair, Dave Archambault Jr. Contrary to inaccurate claims by local police and media, the camp has been entirely peaceful and nonviolent.

In Iowa, landowners and farmers are resisting handing over their land to Dakota Access with a lawsuit defending their property rights from eminent domain abuse. Environmental and Native allies are working shoulder to shoulder with landowners engaging in civil disobedience and formal proceedings at the Iowa Utilities Board. Over 51 people have been arrested, and over 2,000 have signed a pledge of resistance to get arrested, for peacefully protesting. Planned actions over the next several months include a massive rally in Des Moines on Oct. 30, 2016. Additionally, Dakota Access is suing Bold Iowa and Iowa CCI to prevent both nonprofits from exercising their right to assemble and freedom of speech.

As local communities continue to stand against the pipeline in North Dakota and Iowa, opposition has reached all the way to Washington, D.C. On August 24th, hundreds of activists, joined by high-profile allies like Shailene Woodley, Josh Fox and Susan Sarandon, rallied outside the U.S. District Court in support of the Standing Rock Sioux Tribe. On Tuesday, September 13th, more than nearly ten thousand people joined over 100 solidarity rallies across the country to call on President Obama to halt construction of the full Dakota Access pipeline and conduct a full environmental analysis including tribal consultation. The rallies were organized by indigenous groups such as Honor the Earth and the Indigenous Environmental Network as well as the Sierra Club, CREDO Action, 350.org, Bold Alliance and dozens of other organizations.

Tribal and local governments from across the government have also stood with protesters. An unprecedented 188 tribal resolutions have been issued in support of Standing Rock, as well as city council resolutions from Seattle, WA; St. Paul, MN; Minneapolis, MN; Portland, OR; Bellingham, WA; St. Louis, MO; and Lawrence, KS.

The Tribe has also gained the support of Members of Congress, including Sen. Bernie Sanders and Rep. Raul Grijalva, as well as 31 leading national and local environmental, tribal, and landowners’ rights organizations, who recently sent a letter to President Obama urging him to direct the Army Corps of Engineers to repeal the pipeline’s permits.

**What’s next for the Dakota Access pipeline**

On July 27th, the Standing Rock Tribe filed a lawsuit and a request for a preliminary injunction to block construction of the pipeline. The complaint, filed in federal court in Washington D.C. by Earthjustice, argued that the Army Corps of Engineers violated the National Historic Preservation Act by failing to address the Tribe’s concerns about the pipeline’s impact to sacred sites and culturally important landscapes, and that the river-crossing permits must be subject to review under the National Environmental Policy Act. Standing Rock has since been joined in its suit against the Corps by the Cheyenne River Sioux Tribe, and the Yankton Sioux Tribe has also filed a complaint against the Corps and the U.S. Fish and Wildlife Service. Both the Yankton and Cheyenne River Sioux Tribes are being represented by Fredericks Peebles & Morgan LLP.
Since filing the lawsuit, Standing Rock submitted detailed findings of its archeologist to the court, which described human burial sites, stone prayer rings, and other sacred artifacts directly in the path of the proposed pipeline. As LaDonna Brave Bull Allard of the Camp of Sacred Stones noted in a recent Yes Magazine article, "Of the 380 archeological sites that face desecration along the entire pipeline route, from North Dakota to Illinois, 26 of them are right here at the confluence of these two rivers. It is a historic trading ground, a place held sacred not only by the Sioux Nations, but also the Arikara, the Mandan, and the Northern Cheyenne." It is clear that construction should not be allowed to proceed without further consultation with the tribes and analysis of environmental and cultural or historical impacts along the route are conducted, but the day after the discovery of these sacred sites, the pipeline company intentionally bulldozed the sites before they could be inspected, as well as ramping up their violent confrontations of peaceful protesters.

On Friday, September 9th, the Washington, DC District Court denied Standing Rock’s motion for preliminary injunction, meaning that the court allowed construction to proceed while the Tribe’s lawsuit goes forward. This decision is currently being appealed.

Shortly thereafter, the Departments of Justice, Army, and the Interior announced that the agencies would not issue the remaining permits for the pipeline to cross Corps land bordering or under Lake Oahe until it determines whether further environmental review is warranted. The Army Corps has not yet sent over the land easements to Congress which has authority to review the federal land crossings. This is a necessary step in the permitting process.

We applaud the Obama administration for taking action, but this temporary halt to construction does not resolve the issue. We call on the administration to suspend pipeline construction in all areas of federal jurisdiction until the agencies can determine the scope of further consultation and review under the National Environmental Policy Act (NEPA) for the entire proposed route.

For additional information about the Dakota Access pipeline and the ongoing campaign to stop it, contact:

Name, email, number.
Problems with trade deal outweigh its promises

Aug 16, 2016

A commentary Aug. 11 claims that the Trans-Pacific Partnership would benefit rural Illinois. But overall, this corporate trade deal is a dud.

The U.S. International Trade Commission is required under U.S. law to assess the likely outcomes of trade deals, and it typically has provided rosy outlooks. But the ITC computational model estimates that in 2032, real gross domestic product would be only 0.15 percent higher than it would be without passage of the TPP, and employment would be only 0.07 percent higher.

The ITC report's fine print shows that the U.S. trade deficit would increase significantly in five of Missouri's top six export sectors (in transportation equipment, chemicals, machinery, electronic equipment and metals), with declines in output and jobs. Under the TPP, the U.S. annual trade deficits would be $446 million higher in soybeans and $34 million higher in corn grain — Missouri's top two agricultural exports.

Like the North American Free Trade Agreement, the TPP would cause job losses, and it would enable many more foreign corporations to file lost-profit claims, in tribunals outside our court systems, when they feel impeded by our laws protecting labor and the environment. TransCanada has already filed such a claim under NAFTA for $15 billion over the rejection of the Keystone XL pipeline.

Also, the TPP would facilitate increased gas exports, encouraging more fracking, which already is causing earthquakes and endangering our water supplies. These TPP threats outweigh its puny promises. Congress should reject this raw deal.

Jim Turner • Kansas City
Oregonians must oppose the toxic Trans-Pacific trade deal (Opinion)

By Erica Stock

With the climate crisis worsening in Oregon and across the country, it’s critical that we work together to ensure we continue on the path toward a 100 percent clean energy economy. While we’ve made monumental progress in recent months and years -- from defeating the Keystone XL pipeline to signing the Paris Agreement -- that progress could be severely undermined if the Trans-Pacific Partnership becomes a reality.

The partnership, a proposed trade deal between the United States and 11 other governments, could go before Congress as soon as the end of this year. If it passes, it would ship jobs overseas and increase threats to our air, water and climate.

We’ve already seen how trade deals hurt our jobs and our wages. Over 20 years ago, the U.S. was promised economic prosperity from the North American Free Trade Agreement (NAFTA). Instead, the deal has led to job displacement in all 50 states, including a net loss of 8,700 jobs in Oregon -- a loss that has hurt our economy and wages.

The trade partnership would exacerbate the problem. We’ll be competing with corporations relocating to countries such as Vietnam, where the average minimum wage is a meager 70 cents per hour. At a time when we’re fighting for fair, livable wages, this is beyond unacceptable.

It’s not just jobs that are at stake; the health of our environment hangs in the balance, too. The partnership tilts the playing field in favor of multinational fossil fuel corporations, with an “investor-state dispute settlement” system allowing multinational corporations to sue governments in private trade tribunals, where they can demand our taxpayer dollars for environmental protections meant to keep us safe.
We saw this threat laid bare just recently when TransCanada, the company behind the destructive and unnecessary Keystone XL pipeline, announced its plans to use investor-state provisions in NAFTA to sue the U.S. government for $15 billion in foregone revenues from the blocked pipeline. That’s the equivalent of about $100 from each individual income tax return.

It's not just jobs that are at stake: The health of our environment hangs in the balance, too.

Oregon’s taxpayers shouldn’t have to pay multinational corporations for American laws that protect the air we breathe, the water we drink and the food on our dinner tables. Yet corporations have launched hundreds of these lawsuits under similar trade deals, increasingly focusing their attacks on fossil fuel restrictions.

A recent decision by the Federal Energy Regulatory Commission to reject the application of Canadian firm Veresen to build a liquefied natural gas export terminal in Coos Bay, Oregon, represents a major victory for local campaigners, communities and landowners. But this is just the type of decision that multinational fossil fuel corporations can challenge in private, unaccountable tribunals under trade deals like the partnership.

The trade partnership’s corporate tribunals could also give a lifeline to explosive oil trains across Oregon and the United States at a time when many Oregonians push to restrict oil trains to protect our air, water and health. Following the explosive oil train derailment in June in the Columbia River Gorge, the Portland City Council unanimously passed a resolution to oppose oil trains in the Portland area. That action has been amplified to a call for a statewide moratorium on oil trains by the Oregon Department of Transportation and Oregon leaders, including, Reps. Suzanne Bonamici and Earl Blumenauer. But if the partnership comes to pass, multinational corporations would be able to challenge these resolutions and moratoriums using tribunal provisions.

In 2015, hundreds of thousands of activists fought against a bill in Congress to fast-track this trade deal. Ultimately, it squeaked by, and Congress lost its ability to have meaningful input in deals like the partnership. Instead, if the trade partnership bill comes to Congress, our representatives will only be able to vote yes or no.

We need Bonamici and Blumenauer to stand with our families, our jobs and our access to clean water and clean air by saying no to the toxic trade partnership.

As workers and environmentalists, we’ve stood up to big polluters before -- and won. As we face off against this polluter-friendly trade deal, we must stand strong and united to win again.

* 

_Erica Stock is the Oregon chapter director of the Sierra Club._
Voting rights vital to environment

By Colleen Kiernan

On Friday, I marched 20 miles from Lilburn to Auburn as part of the NAACP America’s Journey for Justice. It’s an 864-mile march from Selma, Ala. to Washington, D.C., that began Aug. 1 and will enter the nation’s capital on Sept. 16.

The Sierra Club supports the effort because we know it takes everyone participating in our democracy to make sure our elected officials are making decisions in the best interest of us all. I was heartened by the support we received — honking, waving, fist-pumping — even as we slowed traffic on a busy Friday afternoon.

The march and its teach-ins, rallies and other events along the way aim to raise awareness of the injustices Americans still face in the 21st century, from environmental injustice to racial injustice. Marchers are calling on decision-makers for an improved national agenda that protects the right of every American to a fair criminal justice system, sustainable jobs with a living wage, equitable public education, and uncorrupted and unfettered access to the ballot box.

That last part — access to voting — is particularly significant, as August marks the 50th anniversary of President Lyndon Johnson’s signing into law of the Voting Rights Act. The act prohibits racial discrimination in voting.

In the last couple of years, that monumental law has come under attack. Some states have passed laws that prevent minority communities from voting.

When all Georgians have equal access to the ballot box, we have a much better chance at electing officials who care about cleaning up our state, protecting our families from pollution, and standing up and fighting against environmental threats like climate disruption. We must be able to elect people who truly value our health, jobs and communities, not just politicians who can buy elections with funds often coming from the big polluters that are also taking away our clean air and water.

The Georgia Sierra Club is focused on three priorities: clean energy, expanding transportation and protecting our national forests. Protecting our democracy is vital to achieve all of these.

If we are successful transitioning to a clean-energy economy based on solar, wind and energy efficiency, Georgians will spend a lot less of every paycheck on their power bills, and we will exponentially grow the state’s jobs in the clean-energy sector — jobs that already number 20,000, according to Southface’s Clean Energy Census report. If we are successful at expanding our transit network in metro Atlanta, more people will have more options and access to jobs, doctors, schools and shopping. And if we successfully protect our national forests, Georgians will be sure they have a place to recharge.

If any of our voices are silenced and our access to voting is interrupted, we don’t stand a chance to protect the environment for all Georgians.

Unfortunately in Georgia, access to the ballot box is not as easy and universal as it should be. In 2011, the state Legislature cut early voting days from 45 to 21 and eliminated voting the weekend before the election, preventing participation by voters who can’t easily access a polling location on Election Day. In 2014, nearly 40,000 new voters mysteriously vanished from the rolls and turnout was only 34 percent, down six points from 2010.

The Sierra Club will continue to support the NAACP this summer and beyond in its journey for justice, and we will act to protect and expand access to the ballot box and for a fair and equitable society for everyone. As Sierra Club founder John Muir said, “When we try to pick out anything by itself, we find it hitched to everything else in the universe.”

Colleen Kiernan is the Sierra Club’s Georgia chapter director.
FOR PLANNING PURPOSES:
Tuesday, May 7, 2017

Contact: Your Name (###) ###-#### or your.email@sierraclub.org

View as webpage

***Experts Available for Interview***

DATE: Title Should Not Be Longer Than Fifteen Words
Subtitle Should Not Be Longer Than Fifteen Words

WASHINGTON, D.C. -- Background of the issue and synopsis of the event with media availability. Should be no longer than two paragraphs.

Experts available for interview on DATE between TIMES:

- John Muir, Sierra Club Sample Chapter Director
- Ansel Adams, Sierra Club Sample Chapter Chair

To arrange an interview, please contact Your Name at (###) ###-#### or your.email@sierraclub.org

###

More about the experts:

John Muir bio.

Ansel Adams bio.
Communications Plan: [Chapter Name]
Date Range:

Communications Infrastructure
What communications capacity do you have – staff and time? Who will do the work? What budget do you have to do this work?

Overview
What is the status of the campaign for which you will be drafting the communications plan? How has it performed historically, and where do you see it going?

Goals
Why are you launching communications efforts in the first place? What do you want? What would it take for you to consider the campaign successful? What do you wish to accomplish within the next 6 months? The next year?

Target / Target Audience
Who can give you what you want? Can you directly influence this individual’s decision making? If not, who is your target audience? Who do you need on your side to get what you want?

Research
What do you need to know about your target audience? How will you get the information?

Frame the Issue
What is this issue really about? Who is affected? What values does your audience share?

Message (message box)
Problem:
Solution:
Call to Action:
Benefit:

Spokespeople
Who are the best messengers to reach your target audience? Is there diversity among your spokespeople? Are the people/communities most affected by the issue/your campaign the ones represented among your spokespeople?

Tactics
Are there any particular tactics you plan to undertake (house parties, press conferences, road shows, non-English media, videos)? These can be listed as bullets in overall campaign communications plan, but please note that most tactics, like a targeted video release or event may require its own in-depth communications plan and individual measures of success. Please include a timeline.
**Newshooks**
What are newshooks for the issue. Do your tactics provide additional earned media opportunities?

**Communications Channels and Outlets**
How will you reach your target audience, e.g., print media, online media, door-knocking, newsletters, email blasts, PSAs, etc.?

**News Media**
The remainder of the template assumes you’ve selected traditional and online media as primary vehicles to reach your target audiences. The following are general ways in which to receive coverage, and there are many more that may apply to your campaign. Check the ones that will reach your target audience:

- News Article
- Op Ed
- Radio News/Talk
- Television News/Talk
- Podcasts
- Blogs
- Facebook/Twitter
- Video production/posting
- Other

**Reporters / Media Database**
Based on what you’ve checked above, rank the top 10 (or more) outlets in which you want coverage:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

**Metrics/Measures of Success**
How do you measure the success of your communications activities? Is it by number or type of media, a specific action that target audiences undertake, or a combination of many factors? What are the desired outcomes of your various tactics?

**Tactics and Timeline**
Insert your campaign’s tactics into a timeline, from beginning to end and follow-up.
FOR IMMEDIATE RELEASE:
Tuesday, May 7, 2017

Contact: Your name (###) ###-#### or your.email@sierraclub.org

View as webpage

Title Should Not Be Longer Than Ten Words
Subtitle Should Not Be Longer Than Ten Words

WASHINGTON, D.C. -- Body of the press release. Should be no longer than one page total. The first paragraph of a press release needs to tell the complete story. You should be able to do away with all of the subsequent paragraphs and still have a cogent, if terse, message. After all, the reporter might not make it any further.


###

About the Sierra Club
The Sierra Club is America’s largest and most influential grassroots environmental organization, with more than 2.4 million members and supporters. In addition to helping people from all backgrounds explore nature and our outdoor heritage, the Sierra Club works to promote clean energy, safeguard the health of our communities, protect wildlife, and preserve our remaining wild places through grassroots activism, public education, lobbying, and legal action. For more information, visit www.sierraclub.org.
FOR IMMEDIATE RELEASE:
Tuesday, May 7, 2017

Contact: Your Name (###) ###-#### or your.name@sierraclub.org

Title Should Not Be Longer Than Ten Words
Subtitle Should Not Be Longer Than Ten Words

WASHINGTON, D.C. -- Description of the event that prompted the statement. Should be no longer than two paragraphs.

In response, Sierra Club Sample Chapter Director John Muir released the following statement:

"Begin each paragraph with quotation marks.

"Do not close every paragraph with quotation marks.

"The only paragraph which should have both open and close quotes is the final paragraph being quoted."

###

About the Sierra Club
The Sierra Club is America’s largest and most influential grassroots environmental organization, with more than 2.4 million members and supporters. In addition to helping people from all backgrounds explore nature and our outdoor heritage, the Sierra Club works to promote clean energy, safeguard the health of our communities, protect wildlife, and preserve our remaining wild places through grassroots activism, public education, lobbying, and legal action. For more information, visit www.sierraclub.org.
FOR PLANNING PURPOSES:
Tuesday, May 7, 2017

Contact: Your Name (###) ###-#### or your.email@sierraclub.org

View as webpage

***MEDIA ADVISORY***
Today: Title Should Not Be Longer Than Ten Words
Subtitle Should Not Be Longer Than Ten Words

WASHINGTON, D.C. -- Background of the issue and synopsis of the event. Should be no longer than two paragraphs.

What: One-line description of the event.

When: Date and time.

Where: Location. If this is a telepresser, put call-in information here or ask press to RSVP to receive call-in information.

Who: Speakers include:
Sen. Ed Markey (D-MA), @SenMarkey
Sierra Club Sample Chapter Director John Muir, @twitterhandle

Follow along online using #hashtag.

RSVP to your.email@sierraclub.org

###
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made this __ day of____________, 20__, between Sierra Club (“SC”), having its principal place of business at 2101 Webster St., Suite 1300, Oakland CA 94612, and ________________________________ (“Contractor”), having its principal place of business at ______________________________________________________.

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on ________________ , 20__ and will continue in effect through ________________ , 20__ (the “Termination Date”), unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of SC. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor agrees he/she is not covered by SC’s Worker’s Compensation Insurance Policy, liability insurance policies, personnel policies, performance evaluation and compensation systems or any employee group benefits program. Contractor shall retain the right to perform services for the general public during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Contractor agrees to perform the following services (the “Services”):

To the extent that any material written, produced or furnished by Contractor hereunder is neither original nor in the public domain, Contractor shall acquire the right to use such material for all purposes contemplated by this Agreement, worldwide, in perpetuity, in any medium or format now known or hereafter discovered.

Section 3.02. Contractor will determine the method, details, and means of performing the Services. SC shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services.

Section 3.03. Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. SC may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the performance of the Services.

This is about 50 words. 14 point text. Space after paragraph. Don’t use bullets, they take up tons of room, use a symbol if you need a visual to denote a point. Keep message points very SHORT and CONCISE.

> Fact/figure to support main problem

> Fact/figure to support main solution

This Is Twelve Words for the Title and Date of Message Box

CALL TO ACTION

This is about 50 words. 14 point text. Space after paragraph. Don’t use bullets, they take up tons of room, use a symbol if you need a visual to denote a point. Keep message points very SHORT and CONCISE.

BENEFIT

This is about 50 words. 14 point text. Space after paragraph. Don’t use bullets, they take up tons of room, use a symbol if you need a visual to denote a point. Keep message points very SHORT and CONCISE.
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Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of SC. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor agrees he/she is not covered by SC’s Worker’s Compensation Insurance Policy, liability insurance policies, personnel policies, performance evaluation and compensation systems or any employee group benefits program. Contractor shall retain the right to perform services for the general public during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Contractor agrees to perform the following services (the “Services”):

To the extent that any material written, produced or furnished by Contractor hereunder is neither original nor in the public domain, Contractor shall acquire the right to use such material for all purposes contemplated by this Agreement, worldwide, in perpetuity, in any medium or format now known or hereafter discovered.

Section 3.02. Contractor will determine the method, details, and means of performing the Services. SC shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services.

Section 3.03. Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. SC may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the
payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, workers’ compensation insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

**Section 4.01.** In consideration for the services to be performed by Contractor, SC agrees to pay Contractor a fee of ____________. SC shall be under no obligation to pay for any activities over and above the scope of the engagement or incremental cost not initially estimated which are required for completion of these services, unless Contractor has obtained SC’s prior written approval for such additional hours.

**Section 4.02.** Contractor shall submit invoices for all services rendered to:

____________________________________________________________________

**Section 4.03.** Contractor shall be paid after final delivery of the production within 30 days after invoice is submitted to SC except as otherwise stated herein.

**Section 4.04.** Contractor shall be responsible for all costs and expenses incident to the performance of services for SC including, but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. SC shall not be responsible for any expenses incurred by Contractor in performing services for SC.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

**Section 5.01.** Contractor will supply all equipment and instrumentalities required to perform the Services under this agreement.

**Non-Disclosure of Confidential Information**

**Section 5.02.** (a) "Confidential Information" means any SC proprietary information, technical data, trade secrets, copyrightable material or know-how, including, but not limited to, research, product plans, products, services, member and donor lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by SC either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include information which (i) is known to Contractor at the time of disclosure to Contractor by SC as evidenced by written records of Contractor, (ii) has become publicly known and made generally available through no wrongful act of Contractor, or (iii) has been rightfully received by Contractor from a third party who is authorized to make such disclosure.

(b) Contractor will not, during or subsequent to the term of this agreement, use SC's Confidential Information for any purpose other than the performance of
the Services on behalf of SC, nor will Contractor disclose SC's Confidential Information to any third party. It is understood that said Confidential Information shall remain the sole property of SC.

(c) Contractor agrees that Contractor will not, during the term of this agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any, and that Contractor will not bring onto the premises of SC any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.

(d) Contractor recognizes that SC has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on SC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes SC and such third parties, during the term of this agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for SC consistent with SC's agreement with such third party.

(e) Upon the termination of this agreement, or upon SC's earlier request, Contractor will deliver to SC all of SC's property or Confidential Information that Contractor may have in Contractor's possession or control.

**Ownership of Intellectual Property**

Section 5.03. (a) Contractor agrees that all copyrightable material, notes, records, drawings, designs, creations, improvements, developments, discoveries and trade secrets (collectively, "Work Product") conceived, made or discovered by Contractor, solely or in collaboration with others, during the period of this agreement which relate in any manner to the business of SC that Contractor may be directed to undertake, investigate or experiment with, or which Contractor may become associated with in work, investigation or experimentation in the line of business of SC in performing the Services hereunder, are the sole property of SC. Contractor further agrees to assign (or cause to be assigned) and does hereby assign fully to SC all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

(b) Contractor agrees to assist SC, or its designee, at SC's expense, in every proper way to secure SC's rights in the Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to SC of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which SC shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SC, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Work Product, and any copyrights, patents, mask work rights
or other intellectual property rights relating thereto. Contractor further agrees that Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue after the termination of this agreement.

(c) Contractor agrees that if in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any creation, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest, (i) Contractor shall inform SC, in writing, before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Work Product; and (ii) SC is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, copy, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such item as part of or in connection with such Work Product. Contractor shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Work Product without SC's prior written permission. If Contractor fails to inform the Club, in writing, that he has incorporated any invention, improvement, development, concept, discovery or other proprietary information into any Work Product, he shall forfeit all rights to said invention.

(d) Contractor agrees that if SC is unable because of Contractor's unavailability, mental or physical incapacity, or for any other reason, to secure Contractor's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Work Product assigned to SC above, then Contractor hereby irrevocably designates and appoints SC and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and in Contractor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Contractor.

(e) Contractor hereby represents and warrants that (i) all Work Product will be the original work of Contractor and (ii) the Work Product will not infringe the copyright, patent, trade secret, or any other intellectual property right of any third party.

Representations and Warranties
Section 5.04. Contractor represents, warrants and covenants that:

(a) Contractor has the right, power and authority to make and enter into and fully perform its obligations pursuant to this Agreement and to grant to SC all of the rights herein granted to SC;

(b) Any and all material written, produced or furnished by Contractor hereunder is or will be (i) the original work of Contractor, which shall not have been exploited in any manner or medium, (ii) shall be in the public domain, or, (iii) to the extent such material is neither original nor in the public domain, Contractor shall acquire the right to use such material for all purposes contemplated by this Agreement, and such material shall
not infringe upon or violate any law, agreement or other rights of any kind, of any person or entity including, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy and/or publicity;

(c) Neither the Services or the production, nor the exercise by SC or its designees of the rights granted in the Agreement shall violate or infringe upon the rights of any person or entity whatsoever, or create any liability of any kind;

(d) There are (and will be) no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or SC's exercise of any rights granted herein. Contractor is not subject to any obligation or disability which will or might prevent him from fully keeping and performing all of their services, obligations, covenants and conditions to be kept or performed by them hereunder, and Contractor has not made nor will make any grant, assignment, commitment or do or permit any act which will or might interfere with or impair the full and complete performance of Contractor's services and obligations hereunder or SC's full and complete enjoyment and exercise of the rights and privileges granted herein; and

(e) Any third party engaged by Contractor to fulfill any of Contractor’s obligations will be bound by the obligations of Contractor set forth herein.

(f) The information and answers provided by Contractor on SC’s Independent Contractor Questionnaire (the “Questionnaire”) are true, correct and complete, and Contractor acknowledges that SC will utilize the information and answers on the Questionnaire in connection with SC’s tax and other regulatory compliance. Contractor shall notify SC’s Human Resources Department promptly in writing of any changes to Contractor’s information or answers on the Questionnaire.

**Indemnification**

Section 5.05. Contractor on behalf of itself and its employees, agents, contractors, subcontractors and other personnel (collectively, the “Contractor Parties”) will defend, indemnify and hold SC, its affiliated and related entities, licensees, successors and assigns, and their respective officers, directors, agents, representatives, contractors and employees (collectively, the “SC Parties”) harmless from and against any and all claims, losses, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, “Claims”) directly or indirectly arising out of or resulting from (i) a breach or alleged breach by any of the Contractor Parties of their obligations, representations, warranties, covenants or undertakings under this Agreement, or (ii) the development, production, distribution, advertising, promotion or use of the Work Product, production or Services performed or provided hereunder, including any Claim that any license, Work Product or service provided to the SC Parties or otherwise produced hereunder infringes, violates or misappropriates any rights of any third party (including copyright, patent, trademark, trade secret, license, or other proprietary rights or any right of privacy or publicity) or defames, libels or slanders any third party. Contractor shall also indemnify and hold the SC Parties harmless against any and all liability imposed or claimed, including
attorney’s fees and other legal expense, arising directly or indirectly from any act or failure of any of the Contractor Parties, including all Claims relating to the injury or death of any person or damage to any property, or statutory or common law claims relating to employment discrimination or sexual harassment.

**Insurance**

Section 5.06. Contractor agrees to acquire and maintain workers’ compensation insurance for Contractor and for Contractor’s employees as prescribed by state law. Contractor also agrees to acquire and maintain commercial general liability insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 in aggregate, and customary Producer’s Errors & Omissions insurance for the production with single incident/aggregate limits of no less than $1,000,000/$3,000,000, for the term of this agreement. These insurance policies shall name the SC as additional insured. Contractor shall provide SC with a certificate of Producer’s Errors & Omissions insurance prior to delivery of the production and final payment to Contractor.

**Additional Documents**

Section 5.07. Contractor shall execute, verify, acknowledge and deliver any and all instruments or other documents which may at any time be deemed necessary or advisable to evidence, establish, maintain or protect any rights granted by or obligations of Contractor under this Agreement. These other documents include, but are not limited to, delivery by Contractor of a written summary of any and all material written, produced, or furnished by Contractor hereunder along with copies of all licenses obtained from third parties in a form acceptable to SC (often referred to as the “rights bible”) prior to delivery of the production and final payment to Contractor. Contractor hereby irrevocably appoints SC the true and lawful attorney-in-fact of Contractor to execute, acknowledge and deliver any such assignment or instrument if Contractor shall fail or refuse to execute, acknowledge or deliver the same, in which event Contractor will promptly be furnished with copies of any and all such signed documents.

**Assignment**

Section 5.08. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of SC.

**Taxes**

Section 5.09. As Contractor is not an employee of SC, Contractor is responsible for paying all required state and federal taxes. In particular:

- SC will not withhold FICA (Social Security) from Contractor’s payments;
- SC will not make state or federal unemployment insurance contributions on Contractor’s behalf;
- SC will not withhold (except as specified below) state or federal income tax from payment to Contractor;
● SC will not make disability insurance contributions on behalf of Contractor;
● SC will not obtain workers’ compensation insurance on behalf of Contractor.

Notwithstanding the foregoing, Contractor acknowledges that SC may be required by California law to make withholdings on payments made to Contractor under this Agreement, and Contractor hereby consents to any such withholding. In the event that any such withholding is required by California law, SC will notify Contractor of the withholding requirements and will supply Contractor with any reports of such withholding as are required by law.

ARTICLE 6. OBLIGATIONS OF SC

Section 6.01. SC agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor’s duties under this agreement.

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by SC without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This agreement shall terminate automatically on the termination date (as stated in section 1.01) or on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death or disability of Contractor. “Disability” means any mental or physical incapacity of Contractor which prevents Contractor from performing the duties specified in this agreement or ninety (90) days, whether or not consecutive, out of the term of this agreement;
4. Theft, fraud embezzlement, dishonesty or other similar behavior by Contractor; or
5. Any habitual neglect of duty of Contractor in discharging any of Contractor’s duties under this agreement.

Upon termination of this Agreement pursuant to the occurrence any of the above stated events prior to the completion of the project contemplated by this Agreement, Contractor shall return to SC any advance payments or deposits no later than 10 days after such termination.

Termination by SC for Default of Contractor

Section 7.02. Should Contractor default in the performance of this agreement or materially breach any of its provisions, SC, at its option, may terminate this agreement by giving five (5) days written notice to Contractor. Upon termination of this Agreement pursuant to this
paragraph prior to the completion of the project contemplated by this Agreement, Contractor shall return to SC any advance payments or deposits no later than 10 days after such termination.

**Termination by Contractor for Default of SC**

Section 7.03. Should SC default in the performance of this agreement or materially breach any of its provisions, Contractor, at its option, may terminate this agreement by giving five (5) days written notice to SC.

**Termination for Failure to Make Agreed-Upon Payments**

Section 7.04. Should SC fail to pay Contractor all or any part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor’s option, may terminate this agreement if the failure is not remedied by SC within thirty (30) days from the date payment is due.

**Termination on Ten Days Notice**

Section 7.05. Either party may terminate this agreement by providing ten (10) days written notice to the other party.

**ARTICLE 8. ARBITRATION PROVISIONS**

Section 8.01. Except as provided in 8.04 below, SC and Contractor agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this agreement shall be settled by binding arbitration to be held in San Francisco County, California, in accordance with the Commercial Arbitration Rules, supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

Section 8.02. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. Contractor hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this agreement or relating to any arbitration in which the parties are participants.

Section 8.03. SC and Contractor shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses unless otherwise required by law.

Section 8.04. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.
Section 8.05. By signing this agreement, Contractor agrees to submit any claims arising out of, relating to, or in connection with this agreement, or the interpretation, validity, construction, performance, breach or termination thereof, to binding arbitration, except as provided in section 8.04, and that this arbitration clause constitutes a waiver of Contractor’s right to a jury trial.

ARTICLE 9. GENERAL PROVISIONS

Section 9.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by overnight express courier. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Section 9.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for SC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Section 9.03. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
Section 9.04. This agreement will be governed by and construed in accordance with the laws of the State of California.

Section 9.05. The provisions of the sections captioned “Non-Disclosure of Confidential Information,” “Ownership of Intellectual Property,” “Indemnification” and “Arbitration Provisions” and those with respect to choice of laws shall survive any expiration or termination of this Agreement.

Executed at , California.

CONTRACTOR: SC: SIERRA CLUB

____________________________________  ______________________________________

Taxpayer Identification Number:

____________________________________

Dated: ______________________, 20___ Dated: ______________________, 20___
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made this __ day of ____________, 20__, between Sierra Club (“SC”), having its principal place of business at 2101 Webster St., Suite 1300, Oakland CA 94612, and ______________________________ (“Contractor”), having its principal place of business at ____________________________________________________.

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on ____________, 20__ and will continue in effect through ____________, 20__ (the “Termination Date”), unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of SC. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor agrees he/she is not covered by SC’s Worker’s Compensation Insurance Policy, liability insurance policies, personnel policies, performance evaluation and compensation systems or any employee group benefits program. Contractor shall retain the right to perform services for the general public during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Contractor agrees to perform the following services (the “Services”):

To the extent that any material written, produced or furnished by Contractor hereunder is neither original nor in the public domain, Contractor shall acquire the right to use such material for all purposes contemplated by this Agreement, worldwide, in perpetuity, in any medium or format now known or hereafter discovered.

Section 3.02. Contractor will determine the method, details, and means of performing the Services. SC shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services.

Section 3.03. Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. SC may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the
payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, workers’ compensation insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

**Section 4.01.** In consideration for the services to be performed by Contractor, SC agrees to pay Contractor a fee of _________________. SC shall be under no obligation to pay for any activities over and above the scope of the engagement or incremental cost not initially estimated which are required for completion of these services, unless Contractor has obtained SC’s prior written approval for such additional hours.

**Section 4.02.** Contractor shall submit invoices for all services rendered to:

____________________________________________________________________

**Section 4.03.** Contractor shall be paid after final delivery of the production within 30 days after invoice is submitted to SC except as otherwise stated herein.

**Section 4.04.** Contractor shall be responsible for all costs and expenses incident to the performance of services for SC including, but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all of Contractor’s costs of doing business. SC shall not be responsible for any expenses incurred by Contractor in performing services for SC.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

**Section 5.01.** Contractor will supply all equipment and instrumentalities required to perform the Services under this agreement.

**Non-Disclosure of Confidential Information**

**Section 5.02.** (a) "Confidential Information" means any SC proprietary information, technical data, trade secrets, copyrightable material or know-how, including, but not limited to, research, product plans, products, services, member and donor lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by SC either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include information which (i) is known to Contractor at the time of disclosure to Contractor by SC as evidenced by written records of Contractor, (ii) has become publicly known and made generally available through no wrongful act of Contractor, or (iii) has been rightfully received by Contractor from a third party who is authorized to make such disclosure.

(b) Contractor will not, during or subsequent to the term of this agreement, use SC’s Confidential Information for any purpose other than the performance of the Services on behalf of SC, nor will Contractor disclose SC's Confidential Information to
any third party. It is understood that said Confidential Information shall remain the sole property of SC.

(c) Contractor agrees that Contractor will not, during the term of this agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any, and that Contractor will not bring onto the premises of SC any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.

(d) Contractor recognizes that SC has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on SC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes SC and such third parties, during the term of this agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for SC consistent with SC's agreement with such third party.

(e) Upon the termination of this agreement, or upon SC's earlier request, Contractor will deliver to SC all of SC's property or Confidential Information that Contractor may have in Contractor's possession or control.

**Licensing of Intellectual Property**

**Section 5.03.** (a) Contractor shall retain all of the ownership and other intellectual property rights (including any copyrights therein) that Contractor has in all copyrightable material, content, notes, records, drawings, designs, improvements, developments, discoveries and trade secrets that Contractor develops for or delivers to SC in connection with this Agreement (the “Work Product”). For the avoidance of confusion, SC and Contractor expressly acknowledge that SC shall retain all ownership and other rights (including the copyrights therein) in all copyrightable material, content, notes, records, drawings, designs, improvements, developments, discoveries and trade secrets that are provided or delivered by SC under this Agreement.

(b) Contractor hereby grants to SC, its affiliated and related entities, licensees, successor and assigns, and their respective officers, directors, agents, representatives, contractors and employees an exclusive, royalty-free, perpetual, irrevocable, worldwide, paid-up license to use, copy, reproduce, distribute, perform, display, make, have made, sell, export, prepare derivative works of or otherwise exploit the Work Product (together with any material, improvement, development, concept, discovery or other proprietary information that is incorporated into the Work Product and that is owned by Contractor or in which Contractor has an interest) in all media now known or hereafter developed, including all text and images.
(c) Contractor hereby represents and warrants that (i) all Work Product will be the original work of Contractor and (ii) the Work Product will not infringe the copyright, patent, trade secret, or any other intellectual property right of any third party.

**Representations and Warranties**

**Section 5.04.** Contractor represents, warrants and covenants that:

(a) Contractor has the right, power and authority to make and enter into and fully perform its obligations pursuant to this Agreement and to grant to SC all of the rights herein granted to SC;

(b) Any and all material written, produced or furnished by Contractor hereunder is or will be (i) the original work of Contractor, which shall not have been exploited in any manner or medium, (ii) shall be in the public domain, or (iii) to the extent such material is neither original nor in the public domain, Contractor shall acquire the right to use such material for all purposes contemplated by this Agreement, and such material shall not infringe upon or violate any law, agreement or other rights of any kind, of any person or entity including, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy and/or publicity;

(c) Neither the Services or the production, nor the exercise by SC or its designees of the rights granted in the Agreement shall violate or infringe upon the rights of any person or entity whatsoever, or create any liability of any kind;

(d) There are (and will be) no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or SC’s exercise of any rights granted herein. Contractor is not subject to any obligation or disability which will or might prevent him from fully keeping and performing all of their services, obligations, covenants and conditions to be kept or performed by them hereunder, and Contractor has not made nor will make any grant, assignment, commitment or do or permit any act which will or might interfere with or impair the full and complete performance of Contractor's services and obligations hereunder or SC’s full and complete enjoyment and exercise of the rights and privileges granted herein; and

(e) Any third party engaged by Contractor to fulfill any of Contractor’s obligations will be bound by the obligations of Contractor set forth herein.

(f) The information and answers provided by Contractor on SC’s Independent Contractor Questionnaire (the “Questionnaire”) are true, correct and complete, and Contractor acknowledges that SC will utilize the information and answers on the Questionnaire in connection with SC’s tax and other regulatory compliance. Contractor shall notify SC’s Human Resources Department promptly in writing of any changes to Contractor’s information or answers on the Questionnaire.
**Indemnification**

**Section 5.05.** Contractor on behalf of itself and its employees, agents, contractors, subcontractors and other personnel (collectively, the “Contractor Parties”) will defend, indemnify and hold SC, its affiliated and related entities, licensees, successors and assigns, and their respective officers, directors, agents, representatives, contractors and employees (collectively, the “SC Parties”) harmless from and against any and all claims, losses, damages and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) (collectively, “Claims”) directly or indirectly arising out of or resulting from (i) a breach or alleged breach by any of the Contractor Parties of their obligations, representations, warranties, covenants or undertakings under this Agreement, or (ii) the development, production, distribution, advertising, promotion or use of the Work Product, production, or Services performed or provided hereunder, including any Claim that any license, Work Product or service provided to the SC Parties or otherwise produced hereunder infringes, violates or misappropriates any rights of any third party (including copyright, patent, trademark, trade secret, license, or other proprietary rights or any right of privacy or publicity) or defames, libels or slanders any third party. Contractor shall also indemnify and hold the SC Parties harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expense, arising directly or indirectly from any act or failure of any of the Contractor Parties, including all Claims relating to the injury or death of any person or damage to any property, or statutory or common law claims relating to employment discrimination or sexual harassment.

**Insurance**

**Section 5.06.** Contractor agrees to acquire and maintain workers’ compensation insurance for Contractor and for Contractor’s employees as prescribed by state law. Contractor also agrees to acquire and maintain commercial general liability insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 in aggregate, and customary Producer’s Errors & Omissions insurance for the production with single incident/aggregate limits of no less than $1,000,000/$3,000,000, for the term of this agreement. These insurance policies shall name the SC as additional insured. Contractor shall provide SC with a certificate of Producer’s Errors & Omissions insurance prior to delivery of the production and final payment to Contractor.

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**Section 5.07.** Contractor shall execute, verify, acknowledge and deliver any and all instruments or other documents which may at any time be deemed necessary or advisable to evidence, establish, maintain or protect any rights granted by or obligations of Contractor under this Agreement. These other documents include, but are not limited to, delivery by Contractor of a written summary of any and all material written, produced, or furnished by Contractor hereunder along with copies of all licenses obtained from third parties in a form acceptable to SC (often referred to as the “rights bible”) prior to delivery of the production and final payment to Contractor. Contractor hereby irrevocably appoints SC the true and lawful attorney-in-fact of Contractor to execute, acknowledge and deliver any such assignment or instrument if Contractor shall fail or refuse to execute, acknowledge or deliver
the same, in which event Contractor will promptly be furnished with copies of any and all such signed documents.

Assignment

Section 5.08. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of SC.

Taxes

Section 5.09. As Contractor is not an employee of SC, Contractor is responsible for paying all required state and federal taxes. In particular:

- SC will not withhold FICA (Social Security) from Contractor’s payments;
- SC will not make state or federal unemployment insurance contributions on Contractor’s behalf;
- SC will not withhold (except as specified below) state or federal income tax from payment to Contractor;
- SC will not make disability insurance contributions on behalf of Contractor;
- SC will not obtain workers’ compensation insurance on behalf of Contractor.

Notwithstanding the foregoing, Contractor acknowledges that SC may be required by California law to make withholdings on payments made to Contractor under this Agreement, and Contractor hereby consents to any such withholding. In the event that any such withholding is required by California law, SC will notify Contractor of the withholding requirements and will supply Contractor with any reports of such withholding as are required by law.

ARTICLE 6. OBLIGATIONS OF SC

Section 6.01. SC agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor’s duties under this agreement.

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by SC without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This agreement shall terminate automatically on the Termination Date (stated in section 1.01) or on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death or disability of Contractor. “Disability” means any mental or physical incapacity of Contractor which prevents Contractor from performing the duties specified in this agreement or ninety (90) days, whether or not consecutive, out of the term of this agreement;

4. Theft, fraud, embezzlement, dishonesty or other similar behavior by Contractor; and

5. Any habitual neglect of duty of Contractor in discharging any of Contractor’s duties under this agreement.

Upon termination of this Agreement pursuant to the occurrence any of the above stated events prior to the completion of the project contemplated by this Agreement, Contractor shall return to SC any advance payments or deposits no later than 10 days after such termination.

**Termination by SC for Default of Contractor**

**Section 7.02.** Should Contractor default in the performance of this agreement or materially breach any of its provisions, SC, at its option, may terminate this agreement by giving five (5) days written notice to Contractor. Upon termination of this Agreement pursuant to this paragraph prior to the completion of the project contemplated by this Agreement, Contractor shall return to SC any advance payments or deposits no later than 10 days after such termination.

**Termination by Contractor for Default of SC**

**Section 7.03.** Should SC default in the performance of this agreement or materially breach any of its provisions, Contractor, at its option, may terminate this agreement by giving five (5) days written notice to SC.

**Termination for Failure to Make Agreed-Upon Payments**

**Section 7.04.** Should SC fail to pay Contractor all or any part of the compensation set forth in Article 4 of this agreement on the date due, Contractor, at the Contractor’s option, may terminate this agreement if the failure is not remedied by SC within thirty (30) days from the date payment is due.

**Termination on Ten Days Notice**

**Section 7.05.** Either party may terminate this agreement by providing ten (10) days written notice to the other party.

**ARTICLE 8. ARBITRATION PROVISIONS**

**Section 8.01.** Except as provided in 8.04 below, SC and Contractor agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this agreement shall be settled by binding arbitration to be held in San Francisco County, California, in accordance with the Commercial Arbitration Rules, supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect. The arbitrator
may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

Section 8.02. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. Contractor hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this agreement or relating to any arbitration in which the parties are participants.

Section 8.03. SC and Contractor shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses unless otherwise required by law.

Section 8.04. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

Section 8.05. By signing this agreement, Contractor agrees to submit any claims arising out of, relating to, or in connection with this agreement, or the interpretation, validity, construction, performance, breach or termination thereof, to binding arbitration, except as provided in section 8.04, and that this arbitration clause constitutes a waiver of Contractor’s right to a jury trial.

ARTICLE 9. GENERAL PROVISIONS

Section 9.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by overnight express courier. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Section 9.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for SC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.
Section 9.03. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 9.04. This agreement will be governed by and construed in accordance with the laws of the State of California.

Section 9.05. The provisions of the sections captioned “Non-Disclosure of Confidential Information,” “Licensing of Intellectual Property,” “Indemnification” and “Arbitration Provisions” and those with respect to choice of laws shall survive any expiration or termination of this Agreement.

Executed at , California.

CONTRACTOR: SC: SIERRA CLUB

____________________________________

Taxpayer Identification Number:

____________________________________

Dated: ______________________, 20__ Dated: ________________________, 20__
Sierra Club Content Submission Form

The Sierra Club, a California nonprofit corporation (the “Club”), hereby solicits Content from individuals 18 years of age or older, for use in support of its mission to promote enjoyment and protection of the wild places of the earth, to practice and promote the responsible use of the earth’s ecosystems and resources, to educate and enlist humanity to protect and restore the quality of the natural and human environment, and to use all lawful means to carry out these objectives. Contributions, gifts, and dues to the Sierra Club are not tax deductible. “Content” as used in this document means any and all text, computer code, pictures, sounds, graphics, video, audio or other data in any format whatsoever supplied by you for uses contemplated herein, including, but not limited to, images, photographs, illustrations, graphics, audio clips, video clips, or text. Because of the volume of materials sent to us, we cannot arrange for the return of any Content submitted to us by you. Therefore, we strongly encourage you to submit a copy of your Content to us in digital form. We are not responsible for loss or damage to original or copied versions of Content submitted to us.

NOTE: We cannot accept Content that includes recognizable children under the age of 18 unless you are the parent or legal guardian of the child(ren).

A. License of Rights

1. If you submit Content to the Club in response to the foregoing solicitation, the Club may select some or all of it to use in support of its mission. The Club acknowledges that you will remain the owner of the copyright in the Content, and the Club will include your requested form of copyright notice when your Content is used, to the best of its ability. You must indicate such notice on the Submission Form. The Club cannot be held responsible for incorrect credits.

2. You grant to the Sierra Club (select one):

☐ The right to use this Content in any way that supports the Sierra Club’s mission.

That is, the non-exclusive, royalty-free right to reproduce, use, copy, sell, distribute, create derivative works from, publicly display, or publicly perform this Content throughout the world, in perpetuity for the purpose of, but not limited to, public education, advocacy, advertising, publicity, business, or any other lawful purpose whatsoever, in any of the Club’s internal and external Web sites, electronic publications and mailings, and chapter and group newsletters. The Club may sublicense or otherwise transfer the rights granted herein.

or

☐ The right to use this Content in Sierra Club’s Web sites, electronic publications, electronic mailings, and chapter and group newsletters.

That is, the non-exclusive, royalty-free right to reproduce, use, copy, distribute, create derivative works from, publicly display, or publicly perform this Content throughout the world, in perpetuity for the purpose of, but not limited to, public education, advocacy, advertising, publicity, business, or any other lawful purpose whatsoever, in any media now known or hereafter developed. The Club may sublicense or otherwise transfer the rights granted herein.

B. Terms & Conditions

1. Terms of Agreement. Because the Club receives submissions from many sources, it is not able or willing to accept different terms and conditions proposed by different individuals. Therefore, if you decide to submit Content to the Club, you will thereby agree, with respect to the Content, if any, selected by the Club from such submissions, to the terms and conditions set forth in Parts A (License of Rights) and B (Terms & Conditions) hereof. No different or additional terms set forth in any invoice or other document submitted by you, previously or hereafter, will affect our agreement, which will be only as set forth herein. THIS OFFER IS MADE EXPRESSLY CONDITIONAL ON THESE TERMS.

2. Warranty and Indemnification The Club cannot accept Content from anyone but the owner. By submitting Content, you represent and warrant that you are 18 years of age or older, that the this Content is your original work, that your agreement hereto does not violate any agreement between you and a third party, and that the Club’s use of this Content shall not infringe upon or violate any law, agreement or other rights of any kind, of any third party, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy or publicity. You agree that you will, at your own expense, defend, indemnify, and hold harmless the Club and its
affiliated and related entities, licensees, successors and assigns, employees, officers and directors, representatives, contractors and agents from all claims, losses, damages and expenses of any kind (including, without limitation, attorneys’ fees and disbursements) arising out of or in connection with a breach or alleged breach by you of your obligations or warranties under this agreement.

3. **Governing Law.** This offer, and the agreement that will be formed if you submit Content to the Club, will be interpreted under the laws of the State of California without regard to conflict of law principles, and any disputes or litigation arising in connection with such agreement shall be venued only in San Francisco, California. You hereby waive any defense or lack of personal jurisdiction or forum non conveniens.

4. **No Obligation to Use Rights.** Nothing herein will constitute any obligation by the Club to make use of any of the rights herein or any of the Content.

5. **General Provisions.** This agreement supersedes any and all agreements, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to the subject matter hereof. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by both parties. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No waiver or any breach of any provision of this agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The parties to this agreement are independent contractors. Neither party is the agent, representative, or partner of the other party, and neither has any right, power, or authority to enter into any agreement or other commitment for, or incur any liability or obligation on behalf of, or otherwise bind, the other party.

The undersigned hereby represents that it has read the foregoing and fully and completely understands the contents hereof.

BY: ___________________________                        DATE: ___________________________

Copyright notice that should appear with this content:

Copyright [year] by [author/owner]

Description of content (for example, ten images of Mammoth Mountain and environs shot in the month of December 2007; five images of renewable energy activists in front of the state capitol 8/8/08 in Sacramento; 25 images of animals in the Idaho wilderness on 8/8/08). Provide names of pictured individuals, if possible:
I hereby irrevocably grant the Sierra Club (the “Club”) and its assigns, licensees and successors, the royalty-free right to use my image, name, likeness, and voice throughout the world, in perpetuity for the purpose of, but not limited to, public education, advocacy, advertising, publicity, business, or any other lawful purpose whatsoever, in any media now known or hereafter developed, and I waive any right to inspect or approve such use.

I release the Club and its assigns, licensees and successors from any and all liability that may arise in connection with the use of my image, name, likeness, or voice including, but not limited to, any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. The Club is not obligated to utilize any of the rights granted in this Agreement.

I have read and understood this Agreement, and I am over the age of eighteen (18). This Agreement expresses the complete understanding of the parties and may not be amended unless mutually agreed to by the parties in writing.

Name: __________________________________________
(Please Print)
Signature: __________________________________________ Date: _________________
Address: __________________________________________
Email Address (optional): __________________________________________

Parent/Guardian Consent [use if the person is under 18]:

I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name and Age of Minor: ____________________________________________ (Age)
(Please Print)
Parent/Guardian Name: ____________________________________________
(Please Print)
Parent/Guardian Signature: __________________________________________ Date: _________________
Parent/Guardian Address: __________________________________________
Parent/Guardian Email Address (optional): __________________________________________
FORMULARIO DE ACUERDO DE USO DE FOTOS Y VIDEO DEL SIERRA CLUB

Por la presente yo, irrevocablemente, otorgo al Sierra Club (el “Club”) y sus asignados, concesionarios y sucesores, el derecho libre de royalties de usar mi imagen, nombre, semejanza y voz por todo el mundo, en perpetuidad con el propósito, pero no limitado a ello, de educación pública, abogacía, publicidad, comercio o cualquier otro propósito legal, en cualquier medio conocido o más adelante desarrollado, y renuncio a cualquier derecho a inspeccionar o aprobar tal uso.

Libero al Club y sus asignados, concesionarios y sucesores de cualquier y toda responsabilidad que pueda surgir en conexión con el uso de mi imagen, nombre, semejanza y voz, incluyendo, pero no limitado a ello, cualquier demanda de difamación, invasión de la privacidad, o la infracción de derechos morales, derechos de publicidad o copyright. El Club no está obligado a usar cualquiera de los derechos garantizados en este Acuerdo.

He leído y comprendido esta Acuerdo, y tengo más de dieciocho (18) años. Este Acuerdo expresa el entendimiento completo de las partes y no se puede enmendar a no ser que sea acordado mutuamente por las partes y por escrito.

Nombre: __________________________________________
Firma: ___________________ _____________________________  Fecha: _______________
Domicilio: __________________________________________
Email (opcional): _____________________________________

Consentimiento del Padre/Tutor (si la persona tiene menos de 18 años):

Por la presente concuerdo y consiento este Acuerdo en nombre del menor abajo identificado.

Nombre y Edad del Menor: ______________________________  Edad: _________________
Nombre del Padre/Tutor: ________________________________
Firma del Padre/Tutor: ___________________ _______________ Fecha:_________________
Domicilio del Padre/Tutor: ________________________________
Email del Padre/Tutor (opcional): ___________________________.

Revised:  August 2012