

Appendix 5-A. AHRQ Standards for Contractors¹ Developing Multimedia Content

Introduction

These standards outline the requirements for contractors to use when developing multimedia products for AHRQ; Web developers should see Section 2 (Web Product and Web Site Development and Redesign) and its appendixes in the *AHRQ Publishing and Communications Guidelines*.

Multimedia products are works created by combining creative content—such as music, text, video, graphics, illustrations, photographs, source code, and software—that will be distributed and/or exhibited across the Internet, through social media, live events, physical spaces, broadcast or cable television, radio, or platforms yet to be conceived. AHRQ staff should remember that all contracts must include wording that requires contractors to follow these AHRQ multimedia standards when creating these types of deliverables for the Agency.

Note to contractors: It is the sole responsibility of the contractor to furnish this document and the contents contained herein to any and all of their subcontractors who may provide products to or conduct work on behalf of AHRQ.² The contractor may not include any additional language that diminishes AHRQ's stated requirements or rights.

Standards

- **Accessibility:** All publicly available multimedia must comply with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended in 1998.³
- **Coordination with OCKT:** If a multimedia (or Web) product is developed as part of an AHRQ-funded project, the contractor must coordinate with AHRQ's Office of Communications and Knowledge Transfer (OCKT) through their project officer or task order officer upon project initiation and throughout the development process. In addition, AHRQ and HHS must approve new or redesigned multimedia products before they can be distributed to the public.

¹These standards are intended only for contractors and their subcontractors; they do not apply to grantees. The word contractor will refer to both contractors and their subcontractors throughout this document.

²The language provided in this document is not intended to be inclusive and only touches the major issues that contractors may encounter regarding developing multimedia content. One source for additional legal information is *Media Law for Producers*, 4th Edition, by Philip H. Miller. Exact and complete legal guidance should be obtained from AHRQ's legal advisors.

³For more information, please select a link below:

- Section 508 Law and Standards (<http://www.section508.gov/section508-laws>)
- Making Files Accessible (<http://www.hhs.gov/web/508/accessiblefiles/index.html>)
- Myths and Facts About 508 (<http://www.hhs.gov/web/508/508myths.html>)

- **Property:** All multimedia contract deliverables and project resources developed with Federal Government resources are the sole and exclusive property of the Federal Government.
- **Deliverables:** Contractors must provide OCKT with a project archive on physical media that allows OCKT to create (or re-create) the entirety of the multimedia content. This archive must contain all project files and components, including, but not limited to:
 - Documentation
 - Source code
 - Project files
 - Configuration files
 - Build files
 - Database files
 - Source media
 - Images
 - Audio files
 - Source video files
 - Exports
 - High-quality master files
 - Contractors should refer to Section 5 and Appendix 5-B of the *AHRQ Publishing and Communications Guidelines*⁴ for the exact technical specifications when submitting final deliverables for AV-based multimedia products. Contractors creating multimedia products designed for final distribution on YouTube also should refer to Appendixes 4-B and 4-C.
 - **The project archive also must include a readme.txt file** that provides a project summary, deployment instructions and scripts, technical application requirements, and, if applicable, the default application passwords. For additional detail regarding delivery, please contact MultimediaSupport@ahrq.hhs.gov.

⁴The *AHRQ Publishing and Communications Guidelines* provide guidance on editorial style and technical requirements for delivery. Appendixes 4-B, 4-C, and 5-B are specific to multimedia products. Section 2 and its appendixes are about the Web.

- **Third-party components:** All open-source and commercially licensed third-party components must either be purchased or approved by AHRQ/OCKT.
- **Production and licensing agreements:** Contractors must provide OCKT with the documents, contracts, releases, permissions, licenses, and other materials associated with the production and creation of their multimedia product at the time of delivery of the product, including, but not limited to, the following:
 - **Talent agreements and releases** for contractor-hired onscreen and voiceover talent (such as narrators, actors, or other performers who may or may not be subject to rules of an organized performers' union): these must be obtained from each performer and must provide AHRQ with worldwide rights in perpetuity to use their voice, image, likeness, or name in connection with the project to be distributed by any means, across any distribution platform (existing or to be conceived) as AHRQ sees fit. Please refer to Appendix 5-D for examples of these forms.
 - **Location agreements, location releases, and/or production permits.** Please refer to Appendix 5-D for examples of these forms.
 - **Third-party licensing agreements** (including, but not limited to, stock footage (still and video), music, and graphics): these must provide AHRQ with worldwide rights in perpetuity to be distributed by any means and across any distribution platform (existing or to be conceived) as AHRQ sees fit.
- **Work created on a speculative basis (“spec work”):** There are times when a contractor may need to subcontract for original artwork, designs, logos, music, and similar work that the contractor cannot produce itself. The contractor may ask several individuals or companies to provide concepts for review, from which one will be chosen by AHRQ (not the contractor) for the project. In every case, the contractor **must** pay for the spec work, and shall create a business contract with each entity that provides such work for review that spells out how much each entity will be paid for their speculative work **AND** how much the entity will be paid in the case that AHRQ chooses their work for the project.
- **Licensing agreements for use of copyrighted creative content:**^{5,6} If the sole purpose for the existence of the creative content is due to a contract with AHRQ, then AHRQ is the owner of the creative content. However, existing individual creative content (such as music or photographs, whether or not it is published) is considered the property of the developer/artist (or his/her heirs),

⁵Copyrighted creative content can include, but is not limited to, music, text, video, graphics, illustrations, photographs, source code, and software.

⁶More specific information about contracting and copyright can be found in Federal Acquisition Regulation 52.227 Paragraphs 14-18, Rights in Data (https://acquisition.gov/far/current/html/52_227.html). Paragraph 17, Rights in Data-Special Works (Dec 2007), is written into Section H of every contract with AHRQ.

who retains the copyright. If there is specific creative content that AHRQ or the contractor wishes to use for a multimedia or Web product, the contractor must secure permission from the copyright owner before using the creative content. The licensing agreement must provide AHRQ with a paid-up, nonexclusive, irrevocable, worldwide license in perpetuity to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of AHRQ. This license(s) shall be turned over to AHRQ with the final deliverable.

Questions about Appendix 5-A (AHRQ's Standards for Contractors Developing Multimedia Content) should be sent to MultimediaSupport@ahrq.hhs.gov.