



**The Framework for  
an Equitable COVID-19  
Homelessness Response**  
#HousingEquity

# Integrating Lived Experience into the Framework for an Equitable COVID-19 Homelessness Response

The Framework for an Equitable COVID-19 Homelessness Response project is being collaboratively guided by the following partners:

Center on Budget and Policy Priorities • National Alliance to End Homelessness  
National Innovation Service • National Healthcare for the Homeless Council  
National Low Income Housing Coalition • Urban Institute  
Barbara Poppe and associates • Matthew Doherty Consulting

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# Phase I of Framework Guidance

Early in the nation's response to COVID-19, several things were happening at once in the homelessness response sector. Most relevant here is that local systems and community organizations were adapting to significant shifts needed to combat the public health crisis, while national organizations and the federal government were developing planning and implementation resources and guides to adapt quickly to a new environment and with new resources. The [Framework for an Equitable COVID-19 Homelessness Response](#) was developed in this context. NIS (National Innovation Service) was asked to help with bringing ideas from people with lived experience into the Framework guidance during this phase. The team implemented [an idea-generation process](#) to bring in these ideas from people representing ten historically-marginalized population groups from across the country. This process resulted in a [set of resources](#) that describe what we heard about COVID-19, homelessness, housing, and services from people with lived experience.

# Phase II of Framework Guidance

In the second phase, a goal was to incorporate lived-experience into the deliverables associated with the Framework itself. Instead of building an advisory board that functionally would only review products after they are drafted and finalized, the NIS Center for Housing Justice (CHJ) formed a staff support team, and set out to experiment with a more authentic and participatory process from the beginning of a Framework assistance or guidance-creating effort to its completion.

The support team honed-in on three specific projects to provide lived-experience support in the full arc of a product creation process that seemed most likely to be impactful. The project started with one advisory structure in mind that would be applicable to tasks across each of the three tasks in the Framework project's current, collaborative scope of work. Two of those tasks proved to be too inflexible, or too uncertain or unpredictable at the outset to be able to align with the values for advisory work and support that the support team wanted to maintain. Rather than moving forward with all three, the team decided to move forward with the one task the team felt they could reliably stay consistent with the values.

The support team was also responsible for providing equity-based decision making and housing justice assistance in several communities. One of those communities was the Twin Cities region of Minnesota, and an advisory team emerged as part of another effort CHJ supported there. In order to try to create the kind of process and structure/container that builds from the expertise of the advisors themselves instead of fitting into a pre-ascribed mode, the support team was creative about how it would recruit, compensate, and provide structure. The support team also defined clear roles for both the advisory members and the consultant support teams co-designing the products for both efforts.

In the end, two separate advisory opportunities were created through this phase of the project. The first opportunity was to participate as members of a team working to produce guidance on reimagining family shelter, which is called the family advisory team. The second opportunity was to tell the story of what it means to advise on housing justice work locally, and the group of advisors in this opportunity all came from the Twin Cities region, which is called the Twin Cities advisory team. Below are the shared values the support team held for the container and the work with both advisory opportunities, and specific information about the two bodies of work that emerged.

## Support Team Aspirational Values

- We wanted to avoid creating an advisory group that would simply sign-off or edit/respond to another person or team's ideas or thoughts, therefore only built on opportunities that allowed for co-designing from the beginning of the process.
- We wanted to promote flexibility in scheduling and timekeeping, while maintaining a reliable income source for project work that would span several months.
- We wanted to make compensation decisions that promoted an understanding of the emotional labor and complexity of the work we were asking of advisors.
- We wanted to create an environment of psychological safety and minimize harm for advisors while building work together that can be incredibly vulnerable and can quickly become tokenizing if not held with care and attention.
- We wanted to be flexible enough to make adjustments if something was not working as we intended, or was not working for the advisors as designed in the original plan for the tasks.

## Advisor Teams: Key Design Elements

The following chart describes key design elements and results of the advisory teams that were created as a result of the decisions and values described above.

	Family Advisory Team	Twin Cities Advisory Team
<b>Recruitment</b>	Two people with lived experience of navigating shelter as a family were asked to advise this task of the project. They had both worked with CHJ as advisors or focus group participants previously, and met first with the support team and the project lead to talk through the project before signing an agreement.	The 8 members of the advisory team were selected through an application process that was open to the 18 existing members of the advisory body CHJ works with on a related contract, the Twin Cities Regionalization Project. As a part of the application, advisors were asked to answer questions on the importance of lived experience storytelling, collaboration, and equity and resilience in the Twin Cities.
<b>Length of Advisory Engagement</b>	6 months	7 weeks
<b>Compensation</b>	<ul style="list-style-type: none"> <li>The support team created a subcontractor agreement (Attachment 1) with each advisor.</li> <li>In the agreement the support team set the scope of the services to be provided by the advisor, the type and number of hours expected per week, and a total compensation amount.</li> <li>CHJ paid advisors <b>in advance</b> of the work to be completed in a given month, to function similar to a retainer, as an attempt to ensure reliability of income over the duration of the project for the advisor.</li> <li>The support team included a termination clause that provided an option to terminate should an advisor need to terminate, or should an advisor be inexplicably absent from team meetings for more than 2 consecutive weeks.</li> <li>The support team communicated with advisors about our legal obligation to submit taxable income information to the IRS, and required a W-9.</li> <li>Given the nature of the work, the skills required, and the need for the flexibility of the advisors to be responsive to back and forth demands, CHJ compensated the advisors at \$60/hr.</li> </ul>	<ul style="list-style-type: none"> <li>The support team created a subcontractor agreement (Attachment 2) with each advisor.</li> <li>In the agreement we set the scope of the services to be provided by the advisor, the type and number of hours expected per week, and a total compensation amount.</li> <li>CHJ paid advisors weekly on the Friday after the week's hours were completed.</li> <li>The support team included a termination clause that provided an option to terminate should an advisor need to terminate, or should an advisor be inexplicably absent from team meetings for more than 2 consecutive weeks.</li> <li>The support team communicated with advisors about our legal obligation to submit taxable income information to the IRS, and required a W-9.</li> <li>Given the nature of the work, the skills required, and rapid pace of the project, CHJ compensated the advisors at \$60/hr.</li> </ul>

<p><b>Structure</b></p>	<ul style="list-style-type: none"> <li>• Advisors met with the support team on a bi-weekly basis for support and check-ins.</li> <li>• Advisors conducted general project tasks to support the project, up to 5.5 hours a month</li> <li>• Advisors participated in monthly family project team meetings for 1.5 hours each month.</li> <li>• The full project team consisted of 5 members, 2 of which were advisors.</li> </ul>	<ul style="list-style-type: none"> <li>• Advisors met in teams of two for an hour weekly to build content together.</li> <li>• The support team held a weekly task coordination meeting to generate ideas, create content, review progress, edit, and conduct other tasks as a team as needed.</li> <li>• Advisors were allotted an additional hour of time each week to work independently.</li> <li>• The full project team consisted of 11 members, 8 of which were advisors.</li> </ul>
<p><b>Roles</b></p>	<p>Advisors</p> <ul style="list-style-type: none"> <li>• Participate in team meetings.</li> <li>• Co-design, from start to finish, a product that reimagines the crisis response system for families with children through their own experiences navigating shelter systems with their families.</li> </ul> <p>Support Team: CHJ</p> <ul style="list-style-type: none"> <li>• Recruit advisors</li> <li>• Liaison between advisors and project lead</li> <li>• Providing support and processing opportunities for advisors</li> </ul> <p>Project Lead: Barbara Poppe and Associates</p> <ul style="list-style-type: none"> <li>• Develop product(s) for dissemination that describe ways to reimagine the shelter/crisis response system for families with children that leverages lessons learned and being learned through the COVID-19 pandemic using a racial justice and equity focus.</li> </ul>	<p>Advisors</p> <ul style="list-style-type: none"> <li>• Telling the story of what it means to lead homelessness and housing system transformation the the Twin Cities as a person with lived experience</li> <li>• Telling the story of how to make change through centering equity on a local level - demonstrating what the TC advisory body has been capable of achieving together.</li> </ul> <p>Support Team and Project Lead: CHJ</p> <ul style="list-style-type: none"> <li>• Shepherding a process toward a deliverable in a short time frame, using meetings and reliable communication.</li> <li>• Holding the vision for the project throughout the process- especially when it is in the middle and feels messy.</li> </ul>

<p><b>Responsibilities</b></p>	<p>Advisor</p> <ul style="list-style-type: none"> <li>• Participate on a planning team (meets monthly) which makes decisions on what to produce, how to frame, who to involve, communications, etc.</li> <li>• Review project interview notes to prepare for meetings</li> <li>• Assist with follow-up interviews to develop content as interested and available</li> <li>• Participate in focus group with program providers</li> <li>• Review and comment on draft documents for publication</li> <li>• Assist with dissemination (e.g. participate in videos, social media, webinars)</li> </ul> <p>Support Team: CHJ</p> <ul style="list-style-type: none"> <li>• Administrative lead for subcontractor payment and contracting</li> <li>• Supporting both advisors and project leads on collaboration</li> </ul> <p>Project Lead: Barbara Poppe and Associates</p> <ul style="list-style-type: none"> <li>• Identify models and promote practices to reimagine the shelter/ crisis response system for families with children that leverages lessons learned and being learned through the COVID-19 pandemic, using a racial justice and equity focus.</li> <li>• Lead drafting products</li> <li>• Logistics and facilitation of meetings</li> </ul>	<p>Advisor</p> <ul style="list-style-type: none"> <li>• Creating a video product that tells that story - can be multimedia, will be posted on <a href="https://housingequityframework.org">housingequityframework.org</a> to live alongside the other resources</li> <li>• Conducted interviews with each other on their experiences and perspectives on multiple systems, including housing and addiction</li> <li>• Recorded audio and b-roll for video product</li> <li>• Submitted art pieces in multiple mediums on their life experiences - poems, short stories, and songs to be presented alongside the video product</li> </ul> <p>Support Team and Project Lead: CHJ</p> <ul style="list-style-type: none"> <li>• Facilitating the above processes</li> <li>• Administrative lead for subcontractor payment and contracting</li> <li>• Organizing and editing audio and video footage for final product</li> </ul>
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# Lessons Learned and Tips

- The support team had to be willing to adjust the design of the advisory team from initial projections, in order to stay consistent with our values. In practice, these tend to be difficult decisions, because it can mean changing course or delivering something different than what is initially proposed in a contract. This was a learning process for us, we experienced some discomfort doing so, and moved forward with a new design. Because of those shifts, it created the opportunity for what became the Twin Cities Advisory team. Upon reflection, the Twin Cities team process promoted unexpected growth for both the support team and the advisors.
- The support team intentionally constructed one of the compensation structures used through this project to be paid in advance of the work completed, because team members had experienced other efforts where long-term challenges had arisen for the subcontractors when there was not a reliable demand for hours consistently over a long period of time. So here, the support team made the compensation predictable, reliable and intentional in a way so as to establish mutual trust and expectations for the work.
- In the future as agreed to with advisors, it may be helpful to build language into the subcontractor agreements that grants the opportunity to add hours and compensation up to an agreed upon amount, should ad hoc opportunities arise such as speaking engagements, media events, or other times when advisors may want to participate in communications that arose as involvement or interest deepens.
- Even in this project, there is still a gap between the origination of projects and authentic co-design with lived experience roles. Given the values and the set of activities the support team designed, the team was successful at orienting ourselves and the work toward greater trust, flexibility and recognition of the value of advisory roles. At the same time, given the way this funding flowed (and how funding typically flows), it did not move the co-design of advisory work any closer to the genesis of the work itself. That is a standing tension between an aspirational value this support team holds for lived experience work broadly, and the way it gets operationalized, and this project did not resolve that tension.



# Attachment A: Example Subcontractor Agreement

## EXAMPLE SUBCONTRACTOR AGREEMENT

**I. The Parties.** This Subcontractor Agreement (“Agreement”) made on [DATE] between a business entity known as National Innovation Service (“Contractor”) and \_\_\_\_\_ (“Subcontractor”) both of whom agree as follows:

The Subcontractor acknowledges that any work performed under this Agreement must be in accordance with the latest version agreement(s) (“Prime Contract”) made between the Contractor and a business entity known as the Center for Budget and Policy Priorities (“Client”).

**II. Services Provided.** The subcontractor agrees to furnish all labor, materials, equipment, and any other facilities required to complete the following items, hereinafter known as the “Services”.

**Overview:**

NIS is facilitating an advisory group to support a broad technical assistance effort that is meant to support communities in responding to COVID-19. The advisory group is part of the broader effort; and the group will be advising particular elements of the broader technical assistance effort.

**The Advisory Group**

**Overview**

The advisory group will partner with the NIS team and with other consultants to design products that help communities respond to COVID-19 by centering racial equity and the power of people with lived experience. The group will also meet as a body to learn about and from one another, and build capacity to support similar efforts in the future.

The group is proposed to be 8 people closest to the issues of homelessness and housing insecurity (those with lived experiences, doing organizing work, and on the front lines of services). Ideally there will be 2 advisors supporting prevention and diversion products, 2 advisors supporting shelter redesign efforts, 2 supporting family shelter redesign, and 2 supporting in-depth technical assistance in Twin Cities and San Francisco.

**The Work (Activities, Timeline, Commitment and Compensation)**

Group members will be invited to work with the NIS team from April - August 2021 on these technical assistance advisory efforts. Compensation is set at \$60/hour.

Specifically members will be invited to collaborate in the following ways:

Meeting/ Activity	Timeline	Description	Hours	Frequency
Advisory Meetings	Through September	Meetings with group of other project advisors	1 hr/meeting	Bi-weekly

<b>General Project Tasks</b>	Through September	Coordination, facilitation, document editing/ reviewing, email, and other tasks as needed	Up to 5.5 hr/month	Monthly
<b>Full-team project meetings</b>	Through September	Meeting with external project coordinators	1.5 hrs/meeting	Monthly
		<b>Total:</b>	<b>9 hours</b>	<b>Monthly</b>

**III. Responsibilities.** Costs and responsibility related to the Services shall be as follows:

Labor, including, but not limited to, employees and any other individuals or agents shall be the responsibility of the Subcontractor;

Equipment, including, but not limited to, computers, technology, or devices needed in order to complete the Services shall be the responsibility of the Subcontractor;

Travel, including but not limited to, train, bus, or car fare. Services are intended to be executed remotely and any travel undertaken by the Subcontractor is at the Subcontractor's expense;

Subcontractor shall not be liable for any other costs in connection to the Services ("Responsibilities").

**IV. Commencement Date.** The Subcontractor shall be permitted to begin the Services on [DATE], 2021 ("Commencement Date").

**V. Payment.** For satisfactory execution and delivery of the above Services, the Subcontractor shall be paid at an hourly rate of \$60.00 ("Payment"), for a maximum of 9 hours per month, for a total of \$3240 on the following schedule:

Contract signing: \$810 [This amount is because we started middle of March- so it was 1 ½ months pay at outset.]

- April 30 for services rendered in May: \$540
- May 31 for services rendered in June: \$540
- June 30 for services rendered in July: \$540
- July 31 for services rendered in August: \$540
- August 31 for services rendered in September: \$270

Payment will be completed on the last day of the month for services to be provided the following month. Satisfactory execution includes attendance in and participation in the

required meetings/activities outlined under The Work (Activities, Timeline, Commitment and Compensation) section above. If for some reason you cannot make one of the events, please let us know.

**VI. No Right to Subcontracting.** Subcontractor may not subcontract, either part or in whole, the Services authorized under this Agreement.

**VII. Assignment.** Subcontractor shall not have the right to assign any rights under this Agreement or any part of the Services issued herein. Subject to the foregoing, this Agreement shall be binding upon the Parties' heirs, executors, successors and assigns.

**VIII. Termination.** Contractor or Subcontractor may, at any time and for any reason, terminate this Agreement for convenience with at least 5 business day(s) notice. In the event of termination for convenience, Subcontractor shall recover only the actual cost of eligible work completed to the date of termination in approved units of work. In the event that the subcontractor is unable to attend meetings without reasonable cause for more than two consecutive weeks, the contractor is entitled to pursue termination of the subcontractor agreement.

**IX. Amendments.** Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as an Amendment ("Amendments").

**X. Entire Agreement.** This Agreement represents the entire agreement between the Contractor and Subcontractor. This Agreement supersedes any prior written or oral representations. Subcontractor is bound to the Contractor by the prime contract and any contract documents incorporated therein to the same extent as Contractor is bound to the Client insofar as they related in any way, directly or indirectly, to the Services provided and covered in this Agreement.

**XI. Indemnification.** Each party will hold the other harmless from damages, costs or liabilities caused by their own actions, omissions or negligence. Each party is responsible to comply with any laws or regulations which govern the performance of their services or other duties.

## **XII. Intellectual Property**

**Preexisting Intellectual Property.** Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this project.

**Independently Developed Intellectual Property.** Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.

**Jointly Developed Intellectual Property.** In the event that the parties jointly develop Intellectual Property, the parties shall engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights

in such intellectual property, without further obligation and without duty to account to the other party.

**Data Rights.** All data collected by Subcontractor under this agreement will be shared with and by both parties, but owned by Contractor. Both raw data and transcripts will be made available to Subcontractor for internal review purposes, only. If and when the Subcontractor wants and intends to use data for externally-facing publications they give notice and must secure clearance via written email or conference from Contractor. This notification ensures that Contractor and Subcontractor are in alignment about the shared meaning of the data and all data within a publication or distribution represents participants' intent. Contractor will also share an analysis with Subcontractor of data from both the Subcontractor sessions as well as other relevant sessions across the study.

**XIII. Independent Contractor.** No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between Subcontractor and/or any of the Subcontractor's employees and the Contractor or Client. All parties to this Agreement attest that the relationship between the Contractor and Subcontractor shall be recognized as the Subcontractor acting as an independent contractor.

**XIV. Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period in excess of thirty (30) days, the Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.

**XV. Governing Law.** This Agreement shall be governed under the laws in the State where the Services are being provided.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: [NAME]

Company Name: [BUSINESS NAME]

Subcontractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

## Attachment B: Example Subcontractor Agreement

## EXAMPLE SUBCONTRACTOR AGREEMENT

**I. The Parties.** This Subcontractor Agreement (“Agreement”) made on DATE between a business entity known as National Innovation Service (“Contractor”) and \_\_\_\_\_ (“Subcontractor”) both of whom agree as follows:

The Subcontractor acknowledges that any work performed under this Agreement must be in accordance with the latest version agreement(s) (“Prime Contract”) made between the Contractor and a business entity known as The Center for Budget and Policy Priorities (“Client”).

**II. Services Provided.** The subcontractor agrees to furnish all labor, materials, equipment, and any other facilities required to complete the following items, hereinafter known as the “Services”.

**Overview:**

NIS is facilitating an advisory group to support a broad technical assistance effort that is meant to support communities in creating an equitable response to COVID-19. The cohort is part of the broader technical assistance and guidance-making effort; and the group will be advising and providing expertise on particular elements of the broader effort, including creating product(s) on people with lived experiences leading system transformation and strategic planning time.

**The Cohort**

**Overview:**

The cohort of advisors in this effort will partner with the NIS team and with other consultants to design products that help communities respond to COVID-19 by centering racial equity and the power of people with lived experience. The cohort will be supervised by [STAFF NAME]. The group will also meet as a body to learn about and from one another, and build capacity to support similar efforts in the future.

The group is to be comprised of 8 people closest to the issues of homelessness and housing insecurity, paid to create product(s) that tell the story of what it means to lead system transformation in the Twin Cities as a person with lived experience. The subcontractor will participate as part of this cohort.

**The Work (Activities, Timeline, Commitment and Compensation)**

Subcontractors will be invited to work with the NIS team from July - August 2021 on these technical assistance advisory efforts. Compensation is set at \$60/hour.

Specifically members will be invited to collaborate in the following ways:

Meeting/ Activity	Timeline	Description	Hours	Frequency
Independent Advisory Meetings	July 12th–August 27th	Meetings independently with teammates of the storytelling project	1 hr/meeting	Weekly

<b>General Project Tasks</b>	July 12th–August 27th	Coordination, content creation, document editing/ reviewing, email, and other tasks as needed	Up to 1 hr	Weekly
<b>Full-team project meetings</b>	July 12th–August 27th	Meeting with NIS and storytelling project teammates	1 hr/meeting	Weekly
		<b>Total:</b>	<b>3 hours</b>	<b>Weekly</b>

The cohort will run for 7 total weeks for a total of 21 hours per subcontractor.

**III. Responsibilities.** Costs and responsibility related to the Services shall be as follows:

**Labor**, including, but not limited to, employees and any other individuals or agents shall be the responsibility of the Subcontractor;

**Equipment**, including, but not limited to, computers, technology, or devices needed in order to complete the Services shall be the responsibility of the Subcontractor;

**Travel**, including but not limited to, train, bus, or car fare. Services are intended to be executed remotely and any travel undertaken by the Subcontractor is at the Subcontractor’s expense;

Subcontractor shall not be liable for any other costs in connection to the Services (“Responsibilities”).

**IV. Commencement Date.** The Subcontractor shall be permitted to begin the Services on July 12th, 2021 (“Commencement Date”).

**V. Payment.** For satisfactory execution and delivery of the above Services, the Subcontractor shall be paid at an hourly rate of \$60.00 (“Payment”), for 3 hours per week, for seven weeks, for a total of \$1260 on the following schedule:

- July 16th for services rendered the week of July 12th: \$180
- July 23rd for services rendered the week of July 16th: \$180
- July 30th for services rendered the week of July 26th: \$180
- August 6th for services rendered the week of August 2nd: \$180
- August 13th for services rendered the week of August 9th: \$180
- August 20th for services rendered the week of August 16th: \$180
- August 27th for services rendered the week of August 23rd: \$180



Payment will be completed as indicated above. Satisfactory execution includes attendance in and participation in the required meetings/activities outlined under **The Work (Activities, Timeline, Commitment and Compensation)** section above. If for some reason you cannot make one of the events, please let us know.

**VI. No Right to Subcontracting.** Subcontractor may not subcontract, either part or in whole, the Services authorized under this Agreement.

**VII. Assignment.** Subcontractor shall not have the right to assign any rights under this Agreement or any part of the Services issued herein. Subject to the foregoing, this Agreement shall be binding upon the Parties' heirs, executors, successors and assigns.

**VIII. Termination.** Contractor or Subcontractor may, at any time and for any reason, terminate this Agreement for convenience with at least 5 business day(s) notice. In the event of termination for convenience, Subcontractor shall recover only the actual cost of eligible work completed to the date of termination in approved units of work. In the event that the subcontractor is unable to attend meetings without reasonable cause for more than two consecutive weeks without prior notification, the contractor is entitled to pursue termination of the subcontractor agreement.

**IX. Amendments.** Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as an Amendment ("Amendments").

**X. Entire Agreement.** This Agreement represents the entire agreement between the Contractor and Subcontractor. This Agreement supersedes any prior written or oral representations. Subcontractor is bound to the Contractor by the prime contract and any contract documents incorporated therein to the same extent as Contractor is bound to the Client insofar as they related in any way, directly or indirectly, to the Services provided and covered in this Agreement.

**XI. Indemnification.** Each party will hold the other harmless from damages, costs or liabilities caused by their own actions, omissions or negligence. Each party is responsible to comply with any laws or regulations which govern the performance of their services or other duties.

## **XII. Intellectual Property**

**Preexisting Intellectual Property.** Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this project.

**Independently Developed Intellectual Property.** Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.

**Jointly Developed Intellectual Property.** In the event that the parties jointly develop Intellectual Property, the parties shall engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard

to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without duty to account to the other party.

**Data Rights.** All data collected by Subcontractor under this agreement will be shared with and by both parties, but owned by Contractor. Both raw data and transcripts will be made available to Subcontractor for internal review purposes, only. If and when the Subcontractor wants and intends to use data for externally-facing publications they give notice and must secure clearance via written email or conference from Contractor. This notification ensures that Contractor and Subcontractor are in alignment about the shared meaning of the data and all data within a publication or distribution represents participants' intent. Contractor will also share an analysis with Subcontractor of data from both the Subcontractor sessions as well as other relevant sessions across the study.

**XIII. Independent Contractor.** No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between Subcontractor and/or any of the Subcontractor's employees and the Contractor or Client. All parties to this Agreement attest that the relationship between the Contractor and Subcontractor shall be recognized as the Subcontractor acting as an independent contractor.

**XIV. Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period in excess of thirty (30) days, the Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.

**XV. Governing Law.** This Agreement shall be governed under the laws in the State where the Services are being provided.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: [NAME]

Company Name: [BUSINESS NAME]

Subcontractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_