

CONTRACTUAL AGREEMENT BETWEEN ACLU OF OREGON, INC. AND _____ (THE "AGREEMENT")

1. Parties & Purpose:

ACLU of Oregon, Inc. ("ACLUOR") [and ____] is referred to as "Client." _____ is a _____ firm of which _____ is the principal; _____ has knowledge and experience acting as _____. _____ is referred to as "Consultant." Client and Consultant are altogether referred to herein as the "Parties."

ACLUOR is entering into this Agreement with Consultant for the purpose of retaining _____ services as _____ for _____.

The parties agree that this Agreement may be updated, revised, or change as necessary in the future by agreement of the Parties.

2. Term of Agreement:

This Agreement started on ____ and will continue until November 30, 2024; provided, however, that this Agreement may be terminated earlier than November 30, 2024 subject to the Termination clause in this Agreement.

3. Scope & Services:

Consultant will provide _____ to _____, including but not limited to the following types of services:

[list]

In providing its services, _____ will engage in best efforts so that the services are provided consistent with the following values set out in **ATTACHMENT 1 - ACLU OF OREGON VALUES & POSITIONS**.

To the extent that any prior or current work, actions, or involvements by Consultant materially conflict or appear to materially conflict with the ACLU of Oregon's values and positions in a manner that may negatively impact ACLU of Oregon's work, reputation, or relationships with partners/allies, elected or other government officials, and/or communities (including community members and leaders), Consultant will advise ACLUOR as soon as possible and ACLUOR may exercise the option to terminate any and all agreements with Consultant without any penalties.

4. Pricing:

[insert]

5. Expenses:

The Client will reimburse for any reasonable expenses incurred by Consultant directly attributable to the scope and services and approved by the Client, provided that Consultant will get expenses pre-approved by Client. Consultant will submit itemized invoices as needed on a monthly basis to the Client, including receipts for expenses

6. Billing & Payment:

Consultant will invoice monthly for the previous month's work and _____.

Client may need Consultant's work/time recording, itemized, and categorized to meet reporting requirements related to Client's internal processes, as well as governmental regulations. Consultant will meet Client's requirements as requested. Inability of Consultant to meet these requirements is considered basis for termination by Client of any and all agreements between Client and Consultant.

7. Independent Contractor:

In its capacity as an independent contractor, Consultant agrees and represents¹:

- Consultant has the right to perform services for others during the term of this Agreement, and Consultant has contracted services for two or more different persons/organizations within a 12-month period or Consultant routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- Consultant maintains a business location that is separate from the business or work location of Client or that is in a portion of the residence of the Consultant's principal and that portion is used primarily for the business.
- Consultant bears the risk of loss related to Consultant's business or Consultant's provision of services as shown by factors such as: Consultant has entered into a fixed-price contract; Consultant is required to correct defective work; Consultant warrants the services provided; and Consultant has negotiated indemnification agreements or purchased liability insurance consistent with this Agreement.

¹ More information about legal requirements for independent contractor status are at:

<https://www.oregon.gov/ic/independent/Pages/FAQ.aspx>

<https://www.oregon.gov/boli/employers/Pages/employee-or-independent-contractor.aspx>

- Consultant makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; and/or paying for licenses, certificates or specialized training required to provide the services.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required of Consultant by this Agreement will be performed, Consultant shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;
- Consultant has the authority to hire other persons (as employees, contractors, or vendors) to provide or to assist in providing the services and has the authority to fire those persons or terminate those contracts;
- Neither Consultant or Consultant's employees, contractors, or vendors shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement;
- Neither Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the services required by this Agreement.
- Consultant will at all times be an independent contractor, and not an employee or agent, of Client in connection with the performance of the Services under this Agreement;
- Consultant will not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Client; any such contracts, agreements, commitments, obligations, and liabilities must be entered into directly by Client;
- Consultant will not be entitled to any workers' compensation, pension, retirement, insurance, or other benefits afforded to employees of Client;
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- Consultant shall be responsible for all compensation, benefits, workers' compensation, insurance, taxes, reporting, recordkeeping, management, supervision, and other requirements relating to Consultant, Consultant's employees and consultants, and anyone else that performs any of the services under this Agreement as an employee or contractor of Consultant;
- This Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship between Client and Consultant or any of Consultant's employees or consultants.

8. Changes & Additional Services:

Any changes to this Agreement, including the aforementioned changes to scope of work and pricing initiated by transition to new phases of the campaign, must be approved in writing and signed by the authorized representatives of all the parties to this Agreement.

9. Indemnification and Insurance:

Where the action or inaction of a party or parties to this Agreement results in any claims, suits, actions, liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, a "Claim") and the Claim arises out of or in connection with the Agreement, the party or parties that engaged in the action or inaction will indemnify, defend, and hold harmless each of the other party or parties, and each of its members, directors, officers, employees, agents, and volunteers from and against all such Claims.

Throughout the term of the Agreement and for two (2) years thereafter, each of the Parties will obtain and maintain at its own expense commercial general and professional liability insurance with each occurrence at \$1,000,000 and general aggregate limit of \$2,000,000. Both parties are required to provide each other with documentation of insurance within 10 calendar days of entering into the contract, unless such period is extended by agreement of both parties by email agreement and without requirement of a signature.

10. Confidentiality:

Consultant will not directly or indirectly use or disclose any confidential information, except in the interest and for the benefit of the Client, during or after the termination of Consultant's service to the Client under this Agreement, until such time as the Confidential Information becomes generally available to the public through no fault of Consultant. Consultant will engage in all reasonable efforts to protect the confidentiality of Confidential Information.

The term "Confidential Information" means all information about or related to the Client that is not known generally to the public or the Client's competitors. Nothing in this agreement prevents Consultant from future use of general skills and knowledge gained while providing services to the Client.

11. Proprietary Work Product:

To the extent there is any work product or confidential information that results from work done as part of the services provided under this Agreement, all such work product and confidential information – including any and all copyright, patent, trademark, trade secret, and other intellectual property rights – shall be the property of the Client and not Consultant. Contractor further acknowledges that all original works of authorship that are made by Contractor (solely or jointly with others) within the scope of and during the period of its independent contracting relationship with Client (collectively, the "Deliverables") and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent

that any intellectual property is not deemed to be work made for hire, then Consultant will and hereby does assign and transfer to Client any and all right, title and interest in any intellectual property rights that Consultant may have in or to any of the work product, confidential information and/or Deliverables. Consultant will take such action (including, without limitation, the execution, acknowledgment and delivery of separate assignments and other documents) as Client may reasonably request to effect, perfect or evidence Client's ownership of any work product, confidential information, and/or Deliverables and related intellectual property rights. Client grants Consultant a perpetual worldwide, non-transferable license to use the works resulting from this Agreement in the reasonable course of Contractor's business for its professional portfolio and promotions.

Consultant will continue to own all right, title, and interest in and to any Consultant Tools incorporated in any work product produced for Client. Consultant grants Client a nonexclusive, royalty-free, worldwide license to use, modify, display, and otherwise take full lawful advantage of the Consultant Tools in connection with work product produced under this Agreement. This license is not transferable and may only be sub-licensed to the extent necessary to allow Client to use the work product as intended. "Consultant Tools" means Consultant's intellectual property (including its designs, methods, software, and trade secrets) that either preexist this Agreement or are developed by Consultant other than in providing services for Client under this Agreement.

12. Termination:

Either party may terminate this agreement upon thirty (30) days' prior written notice to the other party. Upon termination, any fees and expenses owed through the effective date of termination will be due and payable within fifteen (15) calendar days thereafter, for those amounts where there are no disputes and any necessary documentation such as invoices or receipts have been provided.

13. No Conflicting Obligations:

Consultant must not disclose to Client any trade secret, confidential, or proprietary information of any third party if and to the extent that such disclosure may cause a breach, default, or violation of any obligation or duty that Consultant owes to such third party (e.g., under any Agreement or applicable law). Consultant represents to Client that the performance of Consultant's obligations under this Agreement will not cause any breach, default, or violation of any other consulting, nondisclosure, confidentiality, or other Agreement to which Consultant is a party. In performance of the services and this Agreement, Consultant must not infringe, misappropriate, or violate any copyright, patent, trademark, trade secret, or other intellectual property of any third party.

14. Business Opportunities:

Consultant will promptly disclose to Client any business opportunity that comes to Client's attention in connection with the services in this Agreement, if any. Consultant will not take

advantage of, or divert, any such opportunity for the benefit of Consultant or anyone else without the prior written consent of Client.

15. Points of Contact & Notice:

Any notice under this Agreement will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient and also emailed as follows:

- The primary point of contact for Consultant is:
- The primary points of contact for Client are:

Sandy Chung, ACLU of Oregon, Inc., chung@aclu-or.org, or Sandy's designee as stated by Sandy or ACLUOR's Board President in writing. Mailing Address: Sandy Chung, ACLU of Oregon, P.O. Box 40585, Portland, OR 97240.

Any of the parties may change its notice contact information specified in this section by giving the other parties notice of such change in accordance with this section.

16. Governing Law:

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oregon without reference to its choice of law principles to the contrary.

17. Assignment:

Consultant will not (by contract, operation of law, or otherwise) assign or transfer this Agreement or any right or interest in this Agreement without the prior written consent of Client. Subject to the foregoing restriction on assignments by Client, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, assigns, and legal representatives.

18. Non Waiver:

The failure of Client to insist upon or enforce strict performance of any provision of this Agreement or to exercise any of its rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment to any extent of Client's rights to assert or rely on any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

19. Attorneys' Fees and Costs:

In any action, suit, or other proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and reasonable attorneys' fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof.

20. Compliance with Law:

Consultant represents and warrants that all of its activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules, ordinances and regulations of the United States and the State of Oregon, and with any other jurisdiction in which Consultant acts. Consultant further represents and warrants that it will comply with all applicable local, state, and federal licensing, permitting, accreditation, and registration requirements and standards, necessary to the performance of this Agreement.

21. Counterparts:

This Agreement may be executed in counterparts (including but not limited to facsimile or PDF copies), each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall constitute one and the same instrument. This Agreement shall not become effective until signed by both parties.

22. Severability & Entire Agreement:

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

This Agreement constitutes the entire Agreement between Consultant and Client with respect to the services performed or to be performed by Consultant hereunder and supersedes any and all prior and contemporaneous oral or written communications, understandings, and agreements with regard to the services.

THESE TERMS ARE AGREED TO BY THE UNDERSIGNED WHO REPRESENT THAT THEY HAVE THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE ORGANIZATIONS:

[PARTY NAME]

Authorized Signer Signature: _____ Date: _____

[Authorized Signer Name & Title]

[PARTY NAME]

Authorized Signer Signature: _____ Date: _____

[Authorized Signer Name & Title]

ATTACHMENT 1 - ACLU OF OREGON VALUES & POSITIONS

The ACLU of Oregon - who are we?

With a membership of more than 28,000 Oregonians, the ACLU of Oregon is a nonprofit, non-partisan organization that works in courts, in the state legislature and local governments, and in communities to defend and advance our civil liberties and civil rights.

The ACLU of Oregon is composed of the ACLU of Oregon Foundation, a 501(c)(3) nonprofit organization and the American Civil Liberties Union of Oregon, a 501(c)(4) nonprofit organization.

The ACLU of Oregon is an affiliate of the national ACLU, which has affiliates in all 50 states, Washington, D.C. and Puerto Rico, and more than 4 million members, activists, and supporters nationwide.

What are civil liberties and civil rights?

These are our rights under the U.S. and Oregon constitutions and other laws that set out our fundamental freedoms – including, but not limited to, free speech and protest rights, religious freedom and separation of church and state, right to privacy, right to equality, and due process rights in criminal proceedings and many other areas. These core rights include our fundamental rights to life, liberty, and the pursuit of happiness regardless of our statuses and identities such as, but not limited to, race, ethnicity, color, national origin, religion, sex, gender, gender identity or expression, sexual orientation, age, immigration status, citizenship, religion, and disability or differing abilities.

We do our work with the following foundational values

We strive to center our work on the individuals and communities in Oregon who are the most marginalized and impacted by systemic inequities of racism, xenophobia, misogyny, ableism, transphobia, homophobia, ableism, socioeconomic injustice, and other types of oppression. These communities include Black, Indigenous, and people of color (BIPOC) communities, immigrants and refugees, people with varying abilities, LGBTQ+ communities, and people experiencing poverty and other socio-economic injustices.

We believe each and every person has inherent dignity and value and that no person is disposable.

We seek to create real – not performative – public and community safety and wellness through democratic values and processes that recognize and value our civil liberties and civil rights.

Organizational positions

The ACLU of Oregon's work focuses on pressing social, political, and justice issues. Our organizational positions on current issue areas are as follows:

- **Democracy.** We believe in fulfilling the founding promise of our country—a democracy of, by, and for the people. We believe that to fulfill the promise of democracy, we must protect and advance our civil liberties and civil rights, including voting rights, for all communities but especially historically disenfranchised communities.
- **Bodily autonomy & abortion.** We support the bodily autonomy of all people. We resist attacks on the bodily autonomy of women and people who can get pregnant, and we strongly support abortion rights.
- **LGBTQ+ & transgender rights.** We support the rights of the LGBTQ+ community, resist attacks on transgender and non-binary people, and support gender-affirming care and marriage equality.
- **Anti-racism.** We are anti-racist and actively work to dismantle anti-Blackness and white supremacy within our organization and in Oregon.
- **The rights of Indigenous people.** We affirm and honor the rights of Indigenous people and their lands, and we support the sovereignty of Indigenous people and their lands.
- **Policing & criminal legal justice.** We believe current policing and criminal legal systems are unjust and ineffective and that these systems must be fundamentally reimagined and changed.
- **Immigrant & refugee rights.** We support the rights of the immigrant and refugee community, and we believe no human being is illegal.
- **Separation of church & state.** We believe in religious freedom and separation of church and state. The Constitution requires that our country respect the right of people of all faiths to practice their religions and beliefs, and in order to achieve this, the government must not favor or endorse the views of any particular religion or religious group.
- **First Amendment.** We firmly believe in and support the freedom of speech, as well as the right to assemble and peaceably protest. However, we are also mindful that “in order to maintain a tolerant society, the society must be intolerant of intolerance” and that hateful speech can infringe the rights, dignity, and safety of people and communities, particularly historically-disenfranchised people and communities.

- **The dignity of all people, including low-income and houseless people.** We believe all human beings should be treated with dignity, including people who are low-income or houseless. We believe that treating low-income and houseless people in harmful ways such as through criminalization and sweeps is inhumane. We also believe that such approaches exacerbate rather than solve the pressing issues of houselessness, socio-economic injustice, substance abuse, and mental health faced by many in our communities.
- **Privacy.** We believe that privacy is a fundamental human right that is critical to human dignity and civil liberties such as freedom of association and freedom of speech. We believe that defending and advancing privacy rights is especially critical in our current times as the digital age has radically affected our ability to maintain our privacy rights.