

CONTRACTOR AGREEMENT

This Contractor Agreement (“Agreement”) is entered into as of the date signed below (“Effective Date”) by and between:

- **Global Coalition for Human Capacity Inc., d/b/a Center for Cultural Humility (“CHUM”)**, a nonprofit entity with its principal office located at **2121 Berkeley Way, Berkeley, California 94704**, and
- The undersigned independent contractor (“Training Site Manager” or “TSM”).

Together referred to as the “Parties” and individually as a “Party.”

1. DEFINITIONS

1.1. **“CHUM”** refers to the Center for Cultural Humility, its directors, officers, employees, agents, successors, and assigns.

1.2. **“TSM”** refers to the Training Site Manager, an independent contractor providing services under this Agreement.

1.3. **“Services”** refers to the duties, responsibilities, and deliverables described herein.

2. NATURE OF ENGAGEMENT

2.1. Independent Contractor. The TSM is engaged as an independent contractor and shall not be deemed an employee, partner, or agent of CHUM.

2.2. Term. This Agreement shall commence on the Effective Date and remain in effect for an initial period of **three (3) months**, subject to extension at CHUM’s sole discretion.

2.3. At-Will Status. Either Party may terminate this Agreement at any time, with or without cause, in accordance with Section 11.

3. COMPENSATION

3.1. Rate. The TSM shall be compensated at a rate of **forty-five U.S. dollars (\$45.00 USD) per hour**.

3.2. Workload. The TSM is expected to work approximately **five (5) to ten (10) hours per week**, unless otherwise agreed in writing.

3.3. Payment. Payments will be made **monthly**, based on submitted and approved timesheets, via ACH, PayPal, or Venmo.

3.4. Benefits. The TSM acknowledges that no health, retirement, or other benefits are provided. The TSM shall be solely responsible for all applicable taxes.

4. QUALIFICATIONS (Preferred)

4.1. Strong public speaking and engagement abilities.

4.2. Residency or professional experience (minimum ten years) in the target country/city.

4.3. Direct lived experience with or exposure to discrimination or marginalization.

4.4. Professional background in corporate, governmental, educational, healthcare, human services, or nonprofit/NGO leadership.

4.5. Language fluency in the target country's primary language(s) and basic proficiency in English.

5. SERVICES AND RESPONSIBILITIES

5.1. Complete a **30-hour Train-the-Trainer Program**.

5.2. Assist with the **cultural tailoring** of CHUM materials.

- 5.3. Collaborate with CHUM staff to **schedule and deliver trainings**.
 - 5.4. Conduct **needs assessments** and prepare written reports.
 - 5.5. Provide **monthly written updates** on local DEI-related trends.
 - 5.6. Attend **bi-weekly meetings** and **quarterly booster sessions**.
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6. PERFORMANCE EXPECTATIONS

- 6.1. Average five (5) to ten (10) hours per week.
 - 6.2. Maintain punctuality, preparedness, and professionalism.
 - 6.3. Adhere to CHUM's values of ethics, transparency, and cultural humility.
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7. CONFIDENTIALITY

- 7.1. The TSM shall not disclose confidential information belonging to CHUM during or after the term of this Agreement.
 - 7.2. Confidentiality obligations shall **survive termination** of this Agreement.
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8. INTELLECTUAL PROPERTY

- 8.1. All materials, curricula, reports, or other deliverables created under this Agreement shall be deemed "**work made for hire**" and remain the exclusive property of CHUM.
 - 8.2. The TSM assigns all intellectual property rights in such materials to CHUM.
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9. NON-SOLICITATION

9.1. The TSM shall not, during the term of this Agreement and for a period of **six (6) months thereafter**, solicit or engage CHUM's clients, staff, or affiliates for competing services without CHUM's written consent.

10. INDEMNIFICATION

10.1. The TSM shall indemnify and hold harmless CHUM and its officers, directors, and employees against any claims, losses, or damages arising out of the TSM's performance or breach of this Agreement.

11. TERMINATION

11.1. Either Party may terminate this Agreement with written notice.

11.2. Upon termination, the TSM shall return all CHUM materials, including confidential or proprietary information.

12. COMPLIANCE WITH LAWS

12.1. The TSM agrees to comply with all applicable **federal, state, and local laws**, including nondiscrimination and workplace safety regulations.

13. DISPUTE RESOLUTION

13.1. The Parties agree first to attempt resolution through **good-faith negotiation and mediation**.

13.2. If mediation fails, the matter shall be resolved by **binding arbitration in Alameda County, California.**

14. GOVERNING LAW

14.1. This Agreement shall be governed by and construed in accordance with the **laws of the State of California.**

15. ENTIRE AGREEMENT

15.1. This Agreement contains the entire understanding between the Parties.

15.2. Amendments must be in writing and signed by both Parties.

16. SEVERABILITY

16.1. If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

17. NOTICES

17.1. All notices shall be sent to the Parties' last known addresses in writing, via email or certified mail.

SIGNATURES

For The Center for Cultural Humility (CHUM)

Name: Dr. Jerel Ezell, PhD, MPH

Title: Executive Director

Signature: _____

Date: _____

Training Site Manager (TSM)

Name: _____

Signature: _____

Date: _____