

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

This **Organizational Change Management Services Agreement** is effective on the date of signing by both Parties, together with any and all Exhibits that may be attached hereto and incorporated herein which may be added hereto from time to time by mutual agreement of the Parties, (collectively, the "Agreement") by and between Public School Teachers' Pension and Retirement Fund of Chicago, having an office and place of business at 425 South Financial Pl., Suite 1400, Chicago, Illinois ("CTPF") and **NAME OF FIRM**, having an office and place of business at ("CONSULTANT") **ADDRESS STATE OF FIRM** (hereinafter collectively referred to as "the Parties," or individually as a "Party").

WHEREAS, Consultant represents that it possesses expertise in Organizational Change Management consulting services; and

WHEREAS, CTPF wishes to obtain through Consultant, and Consultant wishes to provide to CTPF such Services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

Section 1 SCOPE OF WORK AND DELIVERABLES

CONSULTANT proposes to provide Organizational Change Management consulting services to the CTPF. The Agreement includes certain projects, as set forth below.

- Describe Service One
- Describe Service Two
- Describe Service Three, etc.

Section 2 CTPF RESPONSIBILITIES

- CTPF will provide timely feedback of concerns or issues related to Consultant performance to Consultant Account Manager.
- CTPF may if necessary provide ability to work either in-office or remotely. A CTPF laptop and VPN access will be provided for remote work. It will be configured with all necessary software needed to support the duties of a programmer analyst.
- On days when in-office work is required, CTPF will provide access to the CTPF building and work areas during the business hours of **a.m.** through **p.m.**, Monday through Friday.

Section 3 PROJECT STAFFING

Consultant will staff projects with resources on an as-needed basis. The consultants proposed by Consultant with their hourly rates are:

1. Name – Title - \$XX/hour
2. Name – Title - \$XX/hour

Section 4 TERM OF AGREEMENT

This Agreement shall be effective on the date of signing by both Parties and continue in effect for 3 (three) year(s) thereafter, unless otherwise mutually extended by the Parties for an additional 2 (two) years, or if terminated in accordance with this Agreement. In no circumstance shall the Agreement be effective for more than 5 years.

Section 5 PROJECT COSTS

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

For the avoidance of doubt, and notwithstanding any agreement to the contrary, the fees for all consulting services rendered in accordance with this Statement of Work shall not exceed \$. On or before the 15th day of every month, CTPF shall receive a detailed invoice for all consulting services performed in the prior month.

Section 6 EXPENSES

CTPF will not reimburse Consultant for any expenses incurred in connection with this Agreement. In the event that the CTPF's Executive Director or designee determines, in their sole discretion, that it is necessary and reasonable for Consultant to incur a CTPF-related expense, CTPF must approve such expense, in writing, prior to the consultant incurring such expense.

Section 7 ILLINOIS FREEDOM OF INFORMATION ACT

Consultant hereby acknowledges that CTPF is an Illinois public body subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/. Consultant hereby acknowledges that any information in the possession or control of a public body may be subject to public disclosure under FOIA.

For the avoidance of doubt, Consultant staff are employees of Consultant, and any oversight or direction by CTPF of Consultant staff or provision of workspace or other resources shall in no way be construed as creating an employer-employee relationship.

Section 8 INSURANCE

Consultant represents that it now carries, and agrees it will continue during the term of this Agreement to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	500,000
2. Employers' Liability	500,000
3. Commercial General Liability including:	
• Damage to Rented Premises	1,000,000
• Medical Expenses	5,000
• Personal & ADV Injury	1,000,000
• General Aggregate	2,000,000
• Products/Completed Operations Aggregate	2,000,000
4. Automobile Liability Insurance (owned, hired, and non-owned)	1,000,000
5. Excess/Umbrella Liability	5,000,000
6. Commercial Crime Policy	1,000,000
7. Errors & Omissions	1,000,000 / 2,000,000 Aggregate
8. Cyber Security/Data Breach Liability	1,000,000

Section 9 LIABILITY

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

Agency will be liable for any special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages caused by Agency, its officers, directors, agents, employees, subcontractors, affiliates, or their suppliers.

Section 10 CONFIDENTIAL INFORMATION

Consultant hereby acknowledges that it may have access to confidential information, including but not limited to, member data, CTPF intellectual property, CTPF processes, privileged information, and personal health information. Consultant hereby agrees that the consultants will treat such information as strictly confidential and shall not disclose such information in any manner or form, directly or indirectly, to any person or entity under any circumstances

1. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; and (4) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information). The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties.
2. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined above) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
 - i. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
 - ii. The Receiving Party is hereby granted a limited, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the Disclosing Party's Confidential Information according to the terms of this Agreement and for performance of this Agreement only.
 - iii. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information.
 - iv. The Receiving Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, Affiliates or investors, or in any other manner to compete against the Disclosing Party.

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

- v. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except as required by law and to an Affiliate, consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement.
- vi. The Agency acknowledges that CTPF is a public body subject to the Illinois Freedom of Information Act ("FOIA"). Confidential Information may be disclosed by CTPF without notice to Agency in accordance with FOIA if requested under FOIA.
- vii. Each Party shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other upon which restrictions are imposed.
- viii. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:
 - 1. Was previously rightfully known by the Receiving Party free of any obligation to keep it confidential;
 - 2. Is or becomes publicly known through no wrongful act of the Receiving Party; or
 - 3. Is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.

Section 11 PUBLICITY AND TRADEMARKS

During or after the term of this Agreement, the Consultant shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to CTPF, its Affiliates, or this Agreement, without CTPF's prior written approval and compliance with any terms and conditions related to such use which CTPF provides. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, unless by prior written approval of the other Party.

Section 12 REPRESENTATIONS AND WARRANTIES

Agency hereby represents and warrants to CTPF that for the term of this Agreement:

- b. Agency shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
 - i. Agency will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product and Deliverables described in the Order(s). Agency understands and acknowledges that Agency is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Services associated with this Agreement and associated Order(s).
 - ii. Agency has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Deliverables.
 - iii. Agency is authorized to execute this Agreement, is qualified to perform the Services.

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

Section 13 ASSIGNMENT AND SUBCONTRACTING

Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets. Consultant shall remain responsible for all subcontracted Services and the payment therefore, and Consultant shall be liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

Section 14 AUTHORIZED REPRESENTATIVES AND NOTICES

Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.

The Contract Representatives are designated as follows:

CTPF	Consultant
CTPF Executive Director (or authorized representative acting in his/her place) Public School Teachers' Pension and Retirement Fund of Chicago 425 S. Financial Pl, Suite 1400 Chicago, Illinois 60606	

The Contract Representatives shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof

Section 15 FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting CTPF, Consultant or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Consultant shall notify CTPF promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

- c. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' written notice to the other Party.

Section 16 TERMINATION

Termination for Convenience: Either Party may terminate this Agreement, without cause and for its own convenience, by giving the other Party a written "Notice of Termination for Convenience," specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty days' written notification before the termination is effective.

- i. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by CTPF's Contract or Account Representative, Consultant shall:
 - 1. Stop the Services on the date and to the extent specified in the termination notice; and
- ii. CTPF's payment obligations shall be limited to the amounts owed up to the termination date.

Termination for Default: Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default," specifying one or more of the following causes or circumstances:

- iii. If a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
 - 1. If a petition under the Bankruptcy Code is filed by or against a Party; or
 - 2. If material and adverse developments affecting a Party's business come to the attention of the non-defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
 - 3. If Party becomes involved in legal proceedings that in the non-defaulting Party's reasonable opinion materially interferes or will materially interfere with the defaulting Party's obligations under this Agreement; or
 - 4. If the defaulting Party fails to perform any of the other material provisions of this Agreement and the Party in default does not cure such failure or substantially commence cure of such failure within ten business days (or such longer period as the non-defaulting Party may authorize in writing) after receipt of notice from the non-defaulting Party specifying such failure.
 - 5. For any other reason allowed by law.

Section 17 WAIVERS AND SEVERANCE

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing," waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

ORGANIZATIONAL CHANGE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement.

Section 18 CLAIMS/DISPUTES/GOVERNING LAW

3. This Agreement and any claims or disputes arising out of or relating thereto shall be governed by the laws of Illinois, without regard to conflicts of law principles. The Parties hereby consent to the exclusive jurisdiction and venue in the federal, state courts, and county courts of the State of Illinois, County of Cook in connection with any dispute or other matter arising out of this Agreement.
4. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

Section 19 SURVIVAL

5. The obligations of the Parties in the following Sections herein shall survive termination, cancellation or expiration of this Agreement:
 - a. Section 1 - Scope of Work and Deliverables
 - b. Section 9 - Liability
 - c. Section 10 – Confidential Information
 - d. Section 12 – Representations and Warranties
 - e. Section 18 - Claims/Disputes/Governing Law

Section 20 EXECUTION/COUNTERPARTS/ELECTRONIC TRANSMISSION

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile or other electronic transmission. Each Party acknowledges that the delivery hereof by facsimile or other electronic transmission will have the same force and effect as delivery of original signatures.

Section 21 ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement shall not be modified or rescinded, except by a writing signed by the Parties. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

**ORGANIZATIONAL CHANGE MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized Contract Representatives, effective as of the date signed by both parties.

*Public School Teachers'
Pension and Retirement Fund
of Chicago*

Consultant

By:

By:

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

**ORGANIZATIONAL CHANGE MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT**

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