

VIRTUAL WORKSHOP AGREEMENT

This agreement contains contract specifics and terms for Luna Jiménez Institute for Social Transformation (henceforth, LJIST) services with Client(s) named above.

LJIST DELIVERABLES:

- LJIST Team (Lead Trainer, Assistant Trainer, Content Presenter, and Logistics Manager) will deliver a standard Virtual Workshop for up to 32 participants
- LJIST will provide logistical support to the client's planning team members including scheduling, hosting the Zoom meeting, creating the Zoom meeting ID and link, and other coordination
- LJIST will provide participants access to a Participant Orientation & Preparation Site (POPS) with asynchronistic learning resources, resources, and other relevant materials two weeks before the workshop, with access ending 1 week following the workshop
- LJIST will provide and coordinate a Slack workspace for communication and community building before, during, and after the workshop sessions, to be closed 1 week after the session ends
- LJIST will facilitate and provide documentation of a 90-minute Planning and Logistics Call prior to the workshop
- LJIST will design and facilitate a 30-minute Technology Check Call prior to live virtual sessions and will provide technology resources including Zoom Pro-Tips Handout, Tech Lab agenda, and PowerPoint templates
- LJIST will provide Closed Captions during workshop sessions
- LJIST will facilitate and provide documentation of a 60-minute Debrief Call following the workshop
- LJIST will administer an evaluation and provide an evaluation report
- LJIST will consult on key messaging and communication about LJIST sessions
- LJIST will create and collaboratively project manage delivery via a custom "Client Board" in Asana

TECHNOLOGY: Client will ensure all technical equipment be available for testing and AV checks happen during scheduled designated Technology Check Call. Client will designate an Internal Tech Liaison, who will be available to participants in advance of the workshop to ensure inclusive participation during the session, provide a Zoom Tech Lab 30 minutes prior to the start of the first session, when applicable, and support participants with technology needs throughout the workshop. LJIST will provide an agenda and PowerPoint template for the Zoom Tech Lab as well as a Zoom Pro-Tips handout.

RECORDING: LJIST may record the event for internal training and development purposes. If LJIST does record, the recording will not be shared with the Client or any participants. LJIST may share the saved "chat" from the virtual event, if applicable. Participant consent to be recorded is indicated through the Limited Media & Liability & Release form (see below).

CLOSED CAPTIONING: Session(s) include closed captioning through a third party Closed Captioning software. LJIST will not share the transcript of closed captions with the Client or any participants.

INTERPRETATION: Session(s) do not include interpretation. If client would like simultaneous interpretation integrated into the event, Client is responsible for identifying and contracting with interpreter(s). LJIST will bill for an additional \$650 to cover additional planning time and coordination with the interpretation team. LJIST will provide Language Liberation and Interpretation process and support handouts.

MANAGING PARTICIPANTS: Client will invite participants, secure their commitment to participate for full time, manage requests and relationships with participants prior to and after the session (including emergency requests for late arrivals, early departures, etc.), and set tone for event to help ensure success and backing of LJIST leadership and facilitated content. Client will manage registration and provide LJIST with a confirmed, final participant list at least two weeks prior to the session.

FEES: Total fees of \$12,500. Workshops scheduled outside of Monday - Thursday 10 am - 5 pm Pacific will be subject to an "After Hours" fee. Any additional planning calls outside of scoped planning call will be billed at an hourly rate of \$350/hour (Senior Consultant); \$100/hour (Project Management); and \$75/hour (Administrative) and these fees are not included in the total estimated fees. In the event that additional planning calls outside the original scope are needed, the Client will amend the agreement with LJIST.

TERMS: \$6,250 or 50% non-refundable deposit is required to secure workshop dates. (Full payment upfront is also accepted.) The remaining fee (plus additional fees, if applicable) will be invoiced after delivery of services. Make checks payable to "Luna Jiménez Institute for Social Transformation." Payment for remaining fees and expenses is due upon receipt of invoice and no later than 30 days from the invoice date. Payments not received within 30 days will incur a 1.5% monthly interest charge, starting from the invoice date.

LIMITED MEDIA & LIABILITY WAIVER & RELEASE: LJIST strongly encourages clients not make our events mandatory. To indicate voluntary agreement to participate, LJIST asks all participants to either: complete a [LJIST Limited Media & Liability Waiver & Release](#) prior to the start of the session (see provided example language), confirming consent in the Zoom meeting itself, or agreeing to the webinar terms of service. When applicable, the Client planning team is responsible for ensuring that every registered participant completes the waiver. The Client will also designate a Client Liaison to answer general questions and address concerns prior to the event. LJIST also asks for support from and cooperation with the Client planning team to collect any outstanding waivers as needed.

CANCELLATION: If the event is cancelled by the client with less than 60 days to delivery, the entire fee is due. Events can be rescheduled within six (6) months if a mutually agreeable date can be determined by both parties. If the event is rescheduled, LJIST agrees to invoice for the remaining fee after completion of the services. Both parties agree to commit to good faith negotiations to find a mutually agreeable date. The client will only be held responsible for the 50% non-refundable deposit if LJIST does not have availability to reschedule the event within six (6) months. If serious illness, hospitalization or death of a family members impacts the contracted dates and LJIST is unable to perform its duties on the contracted dates, LJIST will work with the client to reschedule the event within six (6) months of the original dates. LJIST is not responsible for any additional fees or expenses incurred due to this unanticipated emergency. If LJIST is required to initiate proceedings to enforce this agreement, the client will be responsible for any collection costs, including attorney fees. If the client is required to initiate proceedings to enforce this agreement, LJIST will be responsible for any collection costs, including attorney fees.

TIME OF ESSENCE: It is understood by and between the parties hereto that time is of the essence of this agreement. Until signed contract is received no additional work (including planning, plane reservations, etc.) will begin.

OWNERSHIP OF WORK PRODUCT: Copyrighted and proprietary materials are the exclusive property of LJIST. Copyrighted materials include laminated charts and models created by Lillian Roybal Rose, PowerPoint slides, and handouts provided by LJIST. Participants will have access to workshop materials for up to two weeks before and one week after virtual workshops.

CHOICE OF LAW: Any disputes to interpret or enforce this agreement will be governed by the laws of the state of Oregon. Any proceedings to interpret or enforce this agreement shall be brought in Multnomah County, Oregon.

INDEMNIFICATION: The Client shall indemnify and hold LJIST harmless from and against all claims and demands for loss or damage, including claims for property damage, personal injury and/or wrongful death, arising out of or in connection with the program. The Client shall reimburse LJIST for all costs and expenses, including reasonable attorney fees, paid or incurred by LJIST in connection with the defense of such claims.

AMENDMENTS: This written agreement will not be modified or amended unless in written form and signed by both parties.

WHOLE AGREEMENT: This agreement is intended to represent the entire agreement between the parties hereto. Any oral agreements or representations entered into or made prior to the execution of this Agreement are considered merged hereunto and made a part hereof.