

**The Congressional Hunger Center
Bill Emerson National Hunger Fellows (ENHF) Program
Policy Organization Agreement**

Re: Congressional Hunger Center (“CHC”)

POLICY SITE ORG NAME (“Policy Organization”)

FELLOW NAME (“Fellow”)

Date of Work Plan: **November 2, 2016** (“Work Plan”)

CHC has agreed to place and the Policy Organization has agreed to accept the above referenced Bill Emerson National Hunger Fellow according to the terms set forth in this Agreement.

CHC and the Policy Organization agree as follows:

1. **Purpose of Fellowship Program.** CHC and Policy Organization recognize that this Agreement is being entered into to fulfill the goals of CHC, including the provision of additional capacity to Policy Organization through the selection and placement of Fellows as independent contractors to Policy Organization for a 6 month period. CHC and Policy Organization recognize that the provision of the Fellow’s services through this Agreement is temporary and will cease at the end of the 6 month period. The services provided to Policy Organization by Fellows shall be in the nature of independent contractor consultant services, and Policy Organization shall not treat Fellows as employees at any time during the term of this Agreement.
2. CHC will coordinate the placement of the Fellow with the Policy Organization and provide the Policy Organization and the Fellow support and guidance in accordance with the Emerson Hunger Fellows Program Guide attached hereto and incorporated herein (the “**Guide**”), and receipt of the Guide is hereby acknowledged by the Policy Organization.
3. The Policy Organization has previously submitted the above-referenced “Work Plan” to CHC setting forth the details of the project that the Fellow will complete for the Policy Organization and the experience the Policy Organization has agreed to provide to the Fellow. The Fellow has been matched with the Policy Organization based on the Work Plan approved by CHC. The Policy Organization shall not materially modify the Fellow’s Work Plan, except in accordance with the procedures set forth in the Guide.
4. The Policy Organization agrees that it shall carry out all of its responsibilities and requirements as set forth in the Work Plan and the Guide. It shall be the responsibility of the Policy Organization, and not CHC, to appoint a qualified person to supervise and instruct the Fellow. Supervision and instruction by the Policy Organization, including but not limited to by the Policy Organization supervisor, must comply with all laws and policies governing the Fellow’s status as independent contractor.

5. The Policy Organization will be responsible for supervising the Fellow's day-to-day performance during the term of this Agreement consistent with the Work Plan and the Guide.
6. The Policy Organization certifies the supervisor who will be directly supervising the Fellow is qualified to implement the Work Plan and has read and understood all of the responsibilities and the obligations of the respective parties as set forth in the Guide, including those outlined in Section 6, page 8 of the Guide ("Role of Host Organization Supervisors").
7. The Policy Organization shall provide the Fellow with full-time project-based work in accordance with the Work Plan at the Policy Organization from March 8, 2017 to July 27, 2017.
8. At least 10 days prior to the Fellow's arrival, the Policy Organization shall pay to CHC a \$X,XXX non-refundable cost share in order to help defray CHC's costs of operating the Emerson National Hunger Fellows (ENHF) Program.
9. The Policy Organization at its own cost and expense shall pay for the Fellow's travel expenses for "on-the-job", work-related travel (not personal or home-to-work travel) and shall provide suitable workspace for the Fellow (as per the terms set forth in the Guide) including a desk, a phone, and a computer.
10. CHC does not require Fellows to own a personal vehicle to participate in the Fellowship. If a vehicle is required by the Policy Organization to successfully complete the Work Plan, the Policy Organization agrees to provide transportation for work-related purposes or otherwise arrange transportation for work-related purposes for the Fellow as necessary to implement the Work Plan. The Policy Organization agrees that it will be responsible for and obtain any and all insurance required by law for transportation used by the Fellow under this Agreement.
11. When referring to the Fellow verbally or in print, the Policy Organization agrees to refer to Fellow as "Emerson National Hunger Fellow" or "Emerson Fellow," and never as "Congressional Hunger Fellow" or "Congressional Fellow."
12. Copyright and any other proprietary rights with respect to any materials produced by Fellow under the direction or supervision of or as part of the Fellow's duties with the Policy Organization shall vest in the Policy Organization; provided, however, the Policy Organization upon publication of such materials shall properly credit the Fellow's contribution in whole or in part thereto, and except for confidential material of the Policy Organization authored by the Fellow, CHC and the Fellow may copy and distribute the material to showcase and highlight the work being performed by Fellows at Policy Organizations. The Copyright and any other proprietary rights with respect to any materials produced by Fellow for CHC as a

requirement of the Fellow's participation in the CHC Fellowship program shall be vested in CHC. Any other publications or materials produced by the Fellow independent of her assigned duties with the Policy Organization and not produced under the direction or supervision of the Policy Organization shall be vested in either CHC or the Fellow as determined by the terms of an independent agreement between the Fellow and CHC. This provision shall survive the expiration or termination of this Agreement in perpetuity.

13. **Term.** The term of the Agreement shall commence on March 8, 2017 and shall continue until July 27, 2017. Except as expressed herein, this Agreement shall terminate on July 27, 2017. The Policy Organization agrees that if a Fellow ceases work for any reason from his or her placement at the Policy Organization or is terminated from his or her placement by the Policy Organization or by CHC, CHC is not obligated to place a new Fellow at the Policy Organization and CHC shall not be liable to the Policy Organization for any costs, expenses, or loss incurred by the Policy Organization arising from the placement or termination of the Fellow and shall not be entitled to refund of any sums paid to CHC by the Policy Organization.
14. If CHC determines that the Policy Organization has failed to carry out its obligations as set forth in this Agreement, or for other reasons at CHC's discretion, or if CHC otherwise believes that the Fellow's safety or health is in immediate danger, CHC reserves the right without any further liability to the Policy Organization to terminate this Agreement and withdraw the placement of the Fellow at the Policy Organization
15. **Indemnification.** The Policy Organization shall indemnify CHC and save it harmless from and against any and all claims, loss, actions, damages, liability, and expenses (including attorney fees) (i) arising from or relating to any activities of the Fellow performed on behalf of or, under the direction or supervision of, the Policy Organization, (ii) in any manner arising from or relating to the acts or omissions of the Fellow while acting within the scope or arising out of the course of Fellow's responsibilities or activities with the Policy Organization, and (iii) arising from or relating to a breach of this Agreement. The obligations in this paragraph shall survive the expiration or termination of this Agreement in perpetuity.
16. The Policy Organization agrees to maintain in full force and effect general liability insurance coverage for any claims, loss or damages arising from or relating to the activities and services performed by the Fellow on behalf of or in the course of the Policy Organization placement or under the direction or supervision of the Policy Organization.
17. The Policy Organization agrees it will not engage the Fellow in full-time employment or through a separate consulting agreement on behalf of the Policy Organization, except as provided in this Agreement, until after July 27, 2017.

18. This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto. No provision of this Agreement may be waived except in writing, signed by the party against whom such waiver is sought to be enforced.
19. **No Employment or Joint Employment Relationship**. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between CHC and the Policy Organization, or to create any other relationship between the parties except for the express contractual obligations set forth in this Agreement. No party to this agreement is or shall be the agent of any other party. The parties (and their employees) shall have no right or authority to enter into any contract or undertaking in the name of, or for the account of, any other party, or to assume or create any obligation of any kind, express or implied, on behalf of any other party. Nothing contained in this Agreement shall be construed to imply the existence of a joint venture, joint employer, or principal and agent or employer/employee relationship between CHC and Policy Organization. Additionally, nothing in this Agreement is intended to or shall create or evidence any employment or joint employment relationship between CHC, Policy Organization, and Fellows. It is the parties' understanding that Policy Organization shall have no control over the terms or conditions of CHC's independent contractor agreement with Fellows. In addition, CHC shall not have any right, power or authority to create any liabilities or obligations, expressed or implied, in Policy Organization's name or on Policy Organization's behalf.
20. **No Assignment or Transfer**. This Agreement is personal and may not be assigned or otherwise transferred by the Policy Organization without the express written consent of CHC.
21. **Binding Nature**. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of the other party, nor is this Agreement intended to confer upon any other person, except the parties, any rights or remedies hereunder.
22. **Governing Law**. Any action involving a dispute relating in any manner to or arising from this Agreement or related to or arising from the Fellow's actions or omissions shall be filed and adjudicated solely in the Superior Court of the District of Columbia or the United States District Court for the District of Columbia. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia (excluding conflict of laws provisions).
23. This Agreement shall be binding upon and inure to the benefit of the Policy Organization and CHC, and each of their respective successors and assigns.
24. The undersigned represent that he or she has the full power and authority to enter into this Agreement on behalf of their respective organizations.

25. **Section Headings.** The headings of sections and paragraphs to the extent used herein are used for reference only and in no way, define, limit, or describe the scope of intent of any provisions hereof.
26. **Severability.** In case one or more provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions contained herein shall remain effective and binding and shall not be affected or impaired thereby.
27. **Notices.** Except as otherwise provided in the Guide, all notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, recognized overnight delivery service when mailed by certified mail, or by email with an acknowledged “delivery and read” receipt, to the parties’ respective officer and address designated below.
28. **Entire Agreement.** This Agreement and the Guide set forth the final and entire agreement and understanding of the parties hereto, superseding all prior representations, understandings, and agreements, written or oral, not expressly set forth in this Agreement or in any other documents executed and delivered in connection herewith.

Policy Organization:

Congressional Hunger Center:

By: _____

By: _____

Date

Date

Name (please print)

Shannon Maynard,
Executive Director
Congressional Hunger Center
400 North Capitol Street, NW, Suite G100
Washington, DC 20001

Title (please print)

Address

Email