



CONTRACT FOR SERVICES

This Agreement made this September 15, 2023 between:

Consultant: **PB Work Solutions, LLC (PBWS)** (d/b/a **Accountability Ignited**), by **Paula Brantner**
8720 Georgia Ave, Suite 302, Silver Spring, MD 20910

and

Client: **Animal Behavior Society**, by Vanessa Ezenwa and Scott MacDougall-Shackleton
ABS Central Office, 2111 Chestnut Ave., Ste 145, Glenview, IL 60025

Article 1. Term of Contract

Section 1.01 This Agreement will become effective upon the date of signatures below and will remain in effect until October 15, 2024, or until the submission of the final report deliverable.

Article 2. Independent Consultant Status

Section 2.01 It is the express intention of the parties that Consultant is an independent consultant and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. Consultant will work remotely, and will provide their own office space, computer and wi-fi access and other tools necessary to successfully complete the assignment.

Article 3. Services To Be Performed By Consultant

Section 3.01 Specific Services: The Client wishes to engage Consultant, and Consultant wishes to be engaged, to provide harassment reporting and investigation services to the Client, and such other services as both shall agree during the duration of this Agreement in Addendum A below.

Section 3.02 Materials: All materials, including handouts and slideshows, created and/or produced under this Agreement are the exclusive property of PBWS to use at their discretion. PBWS owns all of the rights contained in the copyright of such items. Client may not use any documents, supporting work papers or other materials created or produced by Consultant under this Agreement for any purpose without express written consent of PBWS; and Client shall have no rights in any such materials without the express written consent of PBWS. If the Client wishes to distribute copies of the handouts to anyone beyond training participants and/or campaign employees and volunteers, they must receive permission from PBWS and separately negotiate additional compensation.

Section 3.03 Confidentiality: Consultant recognizes and acknowledges the confidential and sensitive nature of the project for which this Agreement is entered into. Consultant acknowledges that in providing services and deliverables to Client under this Agreement, Consultant will have access to information that is highly sensitive and confidential, including personal information of and regarding Client members as well as confidential business information regarding Client constituting valuable, special and unique property of Client. The parties agree that Client has a legitimate interest in protecting such Confidential Information, that Client is entitled to protection of its interests in such Confidential Information, and that Consultant's satisfactory performance of this Agreement includes maintaining the confidentiality of such Confidential Information. Consultant shall not at any time, during or after the term of this Agreement, disclose to others, use, copy or permit to be copied (except in carrying out their duties for and on behalf of Client under this Agreement) any Confidential Information without the prior written consent of Client, except that Consultant or the Client may make brief public mention of the engagement with the permission of the other party or include a generic description of the training in marketing materials and websites. The parties may agree to waive confidentiality in the provision of services for accountability considerations, but agree to negotiate the scope of such waiver when relevant to the services provided.

Section 3.04 Compliance: In conducting activities on behalf of the Client, Consultant will comply with all applicable Federal, state and local requirements. Consultant will further promptly provide to the Client any information available to PBWS requested by the Client that it deems necessary to the Client's compliance with reporting and recordkeeping requirements. Notwithstanding, compliance with all legal requirements is the sole responsibility of the Client.

Section 3.05 Non-Legal Services: It is understood and agreed between the parties that Consultant is not providing legal services nor representing Client on an attorney-client basis. Although Consultant is a licensed attorney, with an active bar license as a member of the State Bar of California, and will use Consultant's professional expertise and best practices gained as a member of the legal profession, no attorney-client relationship is created through this engagement, and no attorney-client privilege will attach to Consultant's work with client.

Consultant may, under certain circumstances, recommend that Client consult with its own counsel to obtain independent legal advice to best protect its own interests. Client agrees that if Client has questions about its legal liability, it will be Client's responsibility to consult its own counsel, at Client's own expense, and understands that any consequences from either failing to do so or from acting upon the legal advice rendered by Client's attorney shall be the sole responsibility of Client. It is understood and agreed between the parties that if Client fails to obtain independent counsel when so recommended by Consultant, Consultant may be impeded from continuing with the scope of work contemplated by this agreement, and that Consultant may find it necessary to terminate the contract should Consultant be unable to complete the scope of work without Client receiving independent legal advice. It is also understood and agreed that it may be necessary to consult independent legal counsel in order for Consultant to comply with legally-related requests received from outside counsel or other individuals.

Article 4. Compensation

Section 4.01 As full consideration for the provision of the services listed in Addendum A, the Client agrees to pay Consultant compensation of the following fees, upon initiation of the investigation against the named party:

- **\$25,000 for Annual Contract as ABS Accountability Officer**

No additional expenses are anticipated.

Section 4.02 Payment: Consultant shall be paid upon receipt of invoice, to secure Consultant's time and to begin time-sensitive work on the project. A late payment penalty fee of 2.5% will be charged when full payment is not made within five days of the agreed-upon dates.

Section 4.03 Cancellation: While we never anticipate this being necessary, in the case that our work does not meet Client's needs for any reason, the full negotiated fee will remain due and payable, and if appropriate, PBWS will provide alternative vendors to the best of our ability within the following 90 days for the Client's consideration.

Article 5. Expenses

Section 5.01 At this time, the parties anticipate that most services will be provided remotely, with in-person attendance at the ABS Annual Meeting. For essential travel, the parties will negotiate travel expenses separately according to the Consultant's travel reimbursements schedule currently in effect. Consultant will make all necessary travel arrangements and agrees not to bill Client for any additional travel-related expenses above the agreed-upon amount.

Article 6. Obligations of Consultant

Section 6.01 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client.

Section 6.02 State and Federal Taxes: As Consultant is not Client's employee, Consultant is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Consultant's payment;
- Client will not make state or federal unemployment insurance contributions on behalf of Consultant;
- Client will not withhold state or federal income tax from payment to Consultant;
- Client will not make disability insurance contributions on behalf of Consultant;
- Client will not obtain workers compensation insurance on behalf of Consultant.

Article 7. Termination of Agreement

Section 7.01 This Agreement can be terminated by either party's discretion upon seven (14) days written notice. The parties shall deal with each other in good faith during the 14-day period after notice of intent to terminate has been given. In the event of termination, Client shall be liable for those unpaid fees on a prorata basis incurred up until the date of termination. In the event of such early termination Consultant will deliver all work partial or completed to Client.

Article 8. General Provisions

Section 8.01 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise,

have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

Section 8.02 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.03 Indemnification: Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Section 8.04 Dispute Resolution: In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

In the event that the parties cannot resolve the dispute by exercise of their best efforts, they shall submit the dispute to Mediation. The invoking party shall give the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 30 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

If the parties are unable to resolve the dispute in Mediation, the parties may cancel the contract, following the provisions in section 7 for Termination.

Section 8.05 Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.

Executed at Silver Spring, MD, on the date and year first above written.

Client:
Animal Behavior Society

Consultant:
PB Work Solutions, LLC



Vanessa Ezenwa

Signature

Title

Paula Brantner, Principal

Date

Scott MacDougall-Shackleton

Title

Date



PB Work Solutions

Addendum A: Services to be Provided and Terms and Conditions of Service Delivery:

PB Work Solutions/Paula Brantner will provide one year of services (October 15, 2023 to October 15, 2024) to the Animal Behavior Society as the **Safe ABS Officer** as follows, for the fee of **\$25,000**.

Code of Conduct Integration and Survivor Support

Following the recent ratification of the new conduct policy, this work will include a review of all ABS conduct policies and integrating the Code with other existing policies, including the Code of Ethics, policies for honors and awards, policies for journal authors, and other similar policies. This package will include investigation support for reported Code of Conduct violations and support for the survivors who have come forward to report.

Services to be provided by PBWS:

- Work with Safe Behavior Committee to determine the scope of work and support needs and regularly attend SBC meetings.
- Make recommendations about any remaining improvements to the Code of Conduct and integrations with all relevant conduct codes to ensure a comprehensive approach to prevention and accountability for prohibited behavior.
- Analyze Code of Conduct and Procedures for Reviewing Cases of Alleged Misconduct to ensure survivor-centered practices and procedural fairness
- Provide non-legal advice about investigation best practices and public statements, and advising when a legal review is recommended
- Make recommendations about additional improvements to the Code of Conduct and reporting and investigation processes in light of investigation needs
- Communicate with reporting survivors and witnesses as requested, and share information with Safe Behavior Committee respecting agreed-upon confidentiality/anonymity
- Develop confidentiality protocols with the Safe Behavior Committee and SPLTrak to protect the identity of reporting parties while ensuring future accountability and institutional memory
- (On an as-needed basis) Conversations with reporting survivors to determine support needs through investigation and beyond.
- (On an as-needed basis) Facilitating survivor support circles with interested participants.

Meeting Safety: Reporting, Investigations, and Allies Program

PBWS will provide in-person meeting safety services, plus a one-year subscription to PBWS reporting and investigation systems and services, with ongoing support for the development and amplification of the ABS reporting and investigation protocols, and investigations of reported potential conduct violations. This package supports the continued development of the ABS Allies conduct monitoring/grievance program, to support the work of ABS officers and stakeholders, and to involve interested members in transforming ABS' culture.

Services to be provided by PBWS:

- Based upon recommendations following the review of existing policies, continuing the buildout and implementation of ABS's Code of Conduct reporting and investigation process throughout 2023-2024
- Maintaining the investigation protocol in accord with industry best practices
- Actively monitor the anonymous reporting system to report Code of Conduct violations
- Serve as the first point of contact for members to report potential code violations
- Refer reporting parties to survivor support resources, as appropriate
- Identify opportunities to publicize the reporting process for CoC violations through ongoing consultation with ABS officers and leaders.
- Prepare ABS Meeting Safety Protocols for the 2024 ABS Annual Meeting
- Determine the appropriate scope of ABS Allies conduct monitor work by consulting with ABS Officers and key stakeholders
- Set up 2024 ABS Allies program and vetting process for membership
- Prepare written materials/handbook for ABS Allies about their role and how the reporting and accountability process will work
- Prepare information and training for meeting staff, ABS Allies, and other key personnel in advance of the 2024 ABS Annual Meeting.
- Be available for rapid response for meeting reporting, to permit on-site investigation and resolution, if appropriate
- Receive and respond to reports submitted through the reporting system during and after the 2024 ABS Annual Meeting
- Be available for consultation with meeting staff and officers, to permit delegation of investigation, response, and resolution as appropriate and agreed upon
- Interview reporting parties to determine whether an investigation is requested/needed
- Prepare investigation reports and make recommendations to ABS officers to resolve reported violations
- Communicate the outcome to the parties following the final organizational determination
- Conduct up to three full investigations (either independently or in conjunction with the Safe Behavior Committee) by interviewing parties and witnesses and reviewing relevant documents (or work with organization investigators as desired) (This does not include two pending investigations as of the contract signing date, but would include three new investigations.)
- Produce post-meeting annual transparency report with analysis of meeting climate and recommendations for future improvements

Terms and Conditions:

- **\$25,000** retainer to cover one year Accountability Officer contract (Oct 2023-Oct. 2024).
- \$15,000 payable upon signing, with final payment of \$10,000 payable December 15, 2023.
- Includes 15 check-ins with designated staff/stakeholders to support policy development with stakeholders during the contract period.
- Includes one allies training during the 2024 ABS Annual Meeting
- Includes three full investigations of reported ABS Code violations; additional investigation support to be separately negotiated based upon the scope of services provided
- Includes final report due one month after the expiration of contract period, or as agreed by the parties, but no later than December 15, 2024
- Onsite dates to be confirmed ASAP
- Includes airfare and travel expenses related to reaching the conference location
- Hotel and other onsite expenses to be separately negotiated, depending on what is included within conference registration/attendance