

Safe Shelter Collaborative

Safe Shelter Collaborative Terms of Use

The Safe Shelter Collaborative addresses a critical need cited by shelter and shelter referral agencies: quick identification of immediately available and survivor-appropriate shelter. Designed in close coordination with shelter agencies that support survivors of domestic violence, human trafficking, and sexual assault, the Safe Shelter Collaborative is a technology service developed by two national nonprofits—Polaris and Caravan Studios (a division of TechSoup).

These Terms of Use (the "Agreement") describe the expectations and parameters for participating in the Safe Shelter Collaborative (the "Program") as a shelter or shelter referral agency ("Agency", "you", or "your"), and is a legally binding agreement between you and Caravan Studios, a division of TechSoup Global, a California nonprofit public benefit corporation ("Caravan Studios", "we", "our", or "us").

1. Program Description.

1.1. *Program Goal.* The Safe Shelter Collaborative helps participating Agencies to more quickly place survivors of domestic violence, human trafficking, or sexual assault (collectively, "Survivors") in safe, survivor-appropriate shelter. In the future, the Program also may support other client populations after assessing the suitability of the Program for those populations and the priorities and capacity of participating Agencies. (For more detailed information, please visit www.safesheltercollaborative.org.)

1.2. *Program eligibility and approval for participation.* US-based 501(c)(3) public charities, tribal organizations, and certain social benefit organizations or government agencies (e.g., law enforcement or healthcare agencies that offer victim assistance services) are eligible to participate in the Program. Approval to participate in the Program is determined by Caravan Studios based on a review of an Agency's organizational eligibility and documented shelter or shelter referral services. (For information regarding this application and review process, contact support@safesheltercollaborative.org.)

1.3. *Features.* The Program offers two technology-enabled features to help participating Agencies quickly place Survivors in survivor-appropriate shelter:

1.3(a). *Locate available, survivor-appropriate shelter beds.* Through this feature, agencies in a geographic area work together to connect Survivors with available, survivor-appropriate shelter. This feature allows participating agencies to send a shelter request that will reach all participating agencies in a geographic area at the same time, thereby greatly reducing the need for multiple phone calls, emails, or repetition of a survivor's story. This shelter request is based on a short online intake form completed by the requesting agency that summarizes non-identifying information about a survivor in need of shelter.

1.4. *Statements of Use.* If you choose to use either or both of the features, you will sign a separate Statement of Use ("SOU") for each feature. Each SOU shall be subject to all the terms and conditions contained in this Agreement and, upon execution, is hereby incorporated into this Agreement by reference. The terms of this Agreement will govern all Statements of Use entered into by your Agency as a participant in the Program; in the event of any conflict between this Agreement and a Statement of Use, the terms of the Statement of Use shall govern, but only with respect to the terms set forth therein.

2. Participating in program promotion and content creation.

2.1. *Content Contribution and Usage.* At your Agency's sole discretion and as reasonably requested by Caravan

Studios, your Agency may provide content relevant to survivor support to help inform content that Caravan Studios creates for the Safe Shelter Collaborative. With final approval from your Agency, Caravan Studios may edit and modify the content to adhere to the tone and technical level of the Safe Shelter Collaborative's audiences. Caravan Studios will attribute the content's original authors as appropriate, and copyrights will be retained as needed and agreed upon.

3. Confidential Information.

3.1. Definition. Caravan Studios takes privacy seriously and is committed to protecting your Agency's confidential information and that of all participants in the Program. Any breach of this section may result in immediate termination of the Agreement by either party. Caravan Studios does not receive personally identifiable information about the Survivor(s) and expects that Agency will not attempt to provide that information to Caravan Studios.

3.2. Sharing Confidential Information and marking it as "confidential" to protect all parties. To support ongoing functioning of the Program, both Caravan Studios and your Agency may on occasion need to share information regarding business activities and products, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). Examples may include, but are not limited to, a new shelter address for your Agency or contact information for a new point of contact at your Agency.

Confidential Information is to be communicated and protected by both the discloser (the "Disclosing Party") and the recipient (the "Receiving Party") as follows:

4.2(a). For Confidential Information shared in tangible form, such as email, postal mail, or hardcopies: the Disclosing Party will mark all such information as "confidential" or "proprietary" (e.g., label all written confidential communications as "Confidential" so that the Receiving Party knows that the information is confidential.)

4.2(b). For Confidential Information shared orally: the Disclosing Party will identify all such information as confidential at the time of disclosure.

4.2(c). Except as noted in section 4.2(e), the Receiving Party will only use Confidential Information of the Disclosing Party for purposes expressly permitted by this Agreement, and will disclose Disclosing Party's Confidential Information only to its employees and/or contractors who have a need to know and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty.

4.2(d). The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

4.2(e). The Receiving Party's obligations under this section shall not apply to any portion of the Disclosing Party's Confidential Information if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, through no fault of the Receiving Party, already generally available to the public. In addition, the Receiving Party may disclose Disclosing Party's Confidential Information if such disclosure is required by law, including, but not limited to, the Tennessee Public Records Act, Section 10-7-503, *et seq.*, or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

4.2(f). The Receiving Party will return to the Disclosing Party all Confidential Information in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first.

4.2(g). At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this section.

4.2(h). In addition, your Agency may not share Confidential Information about another participating Agency without express written consent of that Agency

4. Representations and Warranties; Disclaimer.

4.1. In addition to warranties described in SOUs as applicable to the features used by your Agency, you represent, warrant, and covenant to us that:

5.1(a). You are and will remain a US-based 501(c)(3) public charity, tribal organization, social benefit organization, or government agency serving Survivors.

5.1(b). You meet the program requirements for participation in the Safe Shelter Collaborative.

5.1(c). You will maintain the privacy standards of the Violence Against Women Act of 1994 ("VAWA") and the Family Violence Prevention and Services Act ("FVPSA")

5.1(d). Your performance of your obligations under this Agreement will not breach any agreement between you and a third party, and you have not and will not enter into any agreement that is inconsistent with this Agreement.

5.1(e). You will not make any representation, warranty, or guarantor, whether written or oral, to any third party regarding or with respect to Caravan Studios, TechSoup Global, or the Program.

5.1(g). You have obtained all licenses, authorizations, approvals, consents or permits required by applicable laws to perform its obligations under this Agreement.

4.2. **Audit.** We reserve the right to audit these provisions at any time throughout the term of this Agreement and failure to comply with any of the terms of this section will be grounds for immediate termination of participation in the Program. Whenever requested by Caravan Studios, you will provide documentation verifying Section 4.1 above, which includes documentation that shows funding of support services for Survivors in the preceding 12 months (e.g., grant award letter or financial statement that indicates related feature support). You further agree that you will notify Caravan Studios immediately should you fail to qualify under Section 5.1 (e.g., a change in tax exempt status).

4.3. **Waiver.** Caravan Studios will use reasonable best efforts to ensure that the aspects of the Program described in this Agreement will be provided, and we encourage active user feedback. We are not liable for unanticipated technical or other unforeseen issues and will notify you promptly should such issues arise.

We will not make any representation, warranty, or guarantee, whether written or oral, to any third party regarding or with respect to you. We make no representations or warranties with respect to any tax or legal consequences to you of any activities to be conducted under this Agreement, and you agree that you are solely responsible for conferring with tax or legal counsel to determine any liabilities accruing to you in connection with your participation in the Safe Shelter Collaborative.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SAFE SHELTER COLLABORATIVE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND TS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

5. Termination.

Either party may terminate this Agreement effective immediately upon written notice to the other party if such

party materially breaches any of its duties or obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, without cause.

6. General Terms.

6.1. Independence. You acknowledge that Caravan Studios operates independently from your Agency, has no relationship with your clients, and neither receives personally identifiable information about the Survivor(s) nor has any material input into your operations, placement decisions, or clients. You further acknowledge that Caravan Studios has no discretion or control in the placement of Survivors and therefore makes no guarantee that any Survivor will be placed and/or about the conditions or safety of the placement.

6.2. Independent Contractors. With respect to each other, the parties are and at all times will be independent contractors in all matters relating to this Agreement. Caravan Studios is not your agent for any purpose and has no power or authority to bind or commit you to any obligation in any way. Caravan Studios is not and will not act as your employee for any purpose within the meaning or application of any federal, state, or local employment laws, unemployment insurance laws, social security laws, workers' compensation laws, or industrial accident laws, or under any other laws or regulations that impute any obligation or liability you by reason of any employment relationship.

6.3. Assignment. Caravan Studios may freely assign this Agreement in whole or in part to an affiliate. Any such assignments would be for operational purposes and would not change the goals of the Program (Section 1). Caravan Studios shall provide no less than forty-five (45) days' written notice to Agency prior to such assignment.

6.4. Responsiveness. Each party will use commercially reasonable efforts to respond to inquiries from the other parties as soon as commercially practicable, but in any event within three (3) Business Days after the inquiry is first made. As used herein, a "Business Day" means a day that falls on a Monday through Friday but excluding national public holidays, in the country in which the responding party is located.

6.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, by courier, by electronic facsimile (fax), or by certified or registered airmail, (postage prepaid and return receipt requested) to the other party and will be effective upon actual receipt if within normal business hours at the place of receipt, otherwise at 09:00 am on the next business day in the place of receipt, or five (5) business days after being deposited in the mail as required above, whichever occurs sooner. For Caravan Studios, notice should be delivered to Caravan Studios, a division of TechSoup, 435 Brannan St., Suite 100, San Francisco, CA 94107. You will provide TS with an address within five (5) business days of executing this agreement. If you fail to provide an address, we will use reasonable efforts to locate an address that is publicly available but will presume no risk associated with you not receiving notice for failure to provide an actual and updated address. Either party may change its address by giving notice of the new address to the other party.

6.6. Waiver; Severability. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted, by mutual agreement of the parties, to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

6.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both Parties.

6.8. Construction; Counterparts. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." This Agreement may be executed in counterparts, each of which will be considered an original, but all

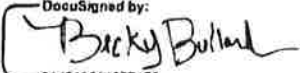

of which together will constitute the same instrument.

6.9. *Term; Effective Date.* This Agreement shall commence upon execution by the involved parties and approval by the Metropolitan Council ("Effective Date"). This Agreement term will automatically renew annually. However, in no event shall the term of this Agreement exceed sixty (60) months from the Effective Date.

7. Usage: features and survivor populations

I understand and acknowledge that the terms of this Agreement only apply to the Program features used by our Agency, and that our Agency will participate in the Program as indicated in the SOUs agreed to by both our Agency and Caravan Studios. Further, I understand that the SOUs can be updated as needed in coordination with Caravan Studios by contacting support@safesheltercollaborative.org.

I agree to the terms as stipulated in this Agreement.

<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE OFFICE OF FAMILY SAFETY</p> <p>DocuSigned by:  814848214677478</p> <p>By: Becky Bullard</p> <p>NAME: Becky Bullard</p> <p>TITLE: Senior Director of Programs, OFS</p> <p>DATE: 5/6/2023</p>	<p>CARAVAN STUDIOS, A DIVISION OF TECHSOUP GLOBAL</p> <p>By: </p> <p>NAME: Catherine Johnson</p> <p>TITLE: COO, Caravan Studios, a division of TechSoup Global</p> <p>DATE: 4/18/2023</p>
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Safe Shelter Collaborative

STATEMENT OF USE: LOCATE AVAILABLE SHELTER BEDS

This Statement of Use is entered into as of the Effective Date as defined in the Agreement by and between The Metropolitan Government of Nashville and Davidson County acting by and through the Office of Family Safety, a participating Agency (“Agency”) in the Safe Shelter Collaborative, and Caravan Studios, a division of TechSoup Global, a California nonprofit public benefit corporation with offices at 435 Brannan Street, Suite 100, San Francisco, CA 94107 (“Caravan Studios”), pursuant to the Safe Shelter Collaborative Participation Agreement (the “Agreement”). Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

1. Client populations to be supported by Agency via the Safe Shelter Collaborative.

Based on the credential review process completed by Caravan Studios and per terms of the Agreement, Agency is approved to use the Safe Shelter Collaborative for the following client populations:

- Domestic violence survivors
- Human Trafficking survivors

2. Terms and conditions applicable to this feature.

2.1. *Applicability.* Section 2 applies to Agencies using the Safe Shelter Collaborative to locate available and survivor-appropriate shelter beds in participating geographic regions. (For a short description of this feature, see Section 1.3(a) of the Agreement.)

2.2. *Shelter requests vs placements.* To find available, survivor-appropriate shelter space, participating Agencies send shelter requests to other participating agencies in a geographic area. A shelter request is an alert of shelter need only; your Agency is not obligated to place Survivors in response to shelter requests received via the program.

2.3. *Timeframe to respond to shelter requests.* You acknowledge that the feature to locate available, survivor-appropriate shelter beds entails a collaborative effort of Agencies who work together in good faith to effectively serve Survivors by providing them with urgent and survivor-appropriate shelter. Collaboration between participating Agencies is critical to the success of the Safe Shelter Collaborative and, during your Agency’s regular operating hours, you agree to make reasonable efforts to respond to all shelter requests within 30 minutes.

2.3(a). If your Agency has limited operating hours or other operational elements that restrict responsiveness to shelter requests, Caravan Studios can coordinate with your Agency—upon your Agency’s request—to document revised expectations related to your Agency’s responsiveness. This information will be noted for other participating agencies in the participating geographic area. For example: some agencies are not staffed overnight and, therefore, are not able to respond to nighttime shelter requests within 30 minutes. By noting exceptions, we aim to make the Program as widely available as possible while still setting clear expectations and fostering overall program responsiveness.

2.3(b). Within any given month, if your Agency is unable to respond to 75% of received requests in a timely manner [within 30 minutes during the Agency’s regular service hours, unless otherwise noted per Section 2.3(a)], Caravan Studios may place your Agency on “inactive status” for up to six (6) months or terminate this Agreement. During the “inactive status” period, Caravan Studios may communicate with your Agency to more clearly define participation expectations to meet the needs of your Agency and other participating Agencies in the region. We hope that all Agencies participating in the Program can do so in way that augments their

service capacity, and we offer support and resources to help your Agency implement and continue using the program in a way that is consistent with your Agency's capacity and mission.

2.4. *Warranted internal processes.* To the extent permitted by applicable law, you represent, warrant, and covenant to us that you have and will maintain a process to safely, securely, and appropriately place clients in shelters.


2.5. *Aggregated usage data.* Your Agency acknowledges and agrees that non-identifying, aggregated information regarding shelter requests, referrals, or placements does not constitute Confidential Information under this Agreement (see Agreement Section 5.1) and may be used by Caravan Studios for proposals, collateral, and other marketing and communications materials.

AGREED AND ACCEPTED:

<p>THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE OFFICE OF FAMILY SAFETY</p> <p>By: <i>Becky Owens Bullard</i></p> <p>NAME: Becky Owens Bullard</p> <p>TITLE: Senior Director of Programs</p> <p>DATE: 5/8/23</p>	<p>CARAVAN STUDIOS, A DIVISION OF TECHSOUP GLOBAL</p> <p>By: <i>Catherine Johnson</i></p> <p>NAME: Catherine Johnson</p> <p>TITLE: COO, Caravan Studios, a division of TechSoup Global</p> <p>DATE: 4/18/2023</p>
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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:



Kelly Flannery, Director
Department of Finance

Date 05/24/2023

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

Date 5/8/2023

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

Date 5/8/2023

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date