



1313 East 60<sup>th</sup> Street  
Chicago, IL 60637  
[chapinhall.org](http://chapinhall.org)

**SERVICES AGREEMENT**  
**YOUTH DATA COLLABORATIVE PROJECT**

[CHA Contract No. 12873]

This Services Agreement (this “Agreement”) is dated as of January 1, 2023 (the “Effective Date”) by and between **CHICAGO HOUSING AUTHORITY**, with its principal office located at 60 East Van Buren Street, Chicago, Illinois 60605 (“Participant”) and **CHAPIN HALL CENTER FOR CHILDREN D/B/A CHAPIN HALL AT THE UNIVERSITY OF CHICAGO** (“Chapin Hall”), with offices located at 1313 East 60<sup>th</sup> Street, Chicago Illinois 60637, each individually referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Chapin Hall is an independent policy research center at the University of Chicago that provides public and private decision-makers with rigorous research and achievable solutions to support them in improving the lives of children, families and communities; and

**WHEREAS**, Chapin Hall partners with policymakers, practitioners, and philanthropists at the forefront of applied research and policy development by applying a unique blend of scientific research, real-world experience, and policy expertise to construct actionable information, practical tools, and, ultimately, positive change for children and families; and

**WHEREAS**, Chapin Hall has developed a project known as the Youth Data Collaborative Project (referred to herein as the “Project” or the “Collaborative”) wherein Chapin Hall collaborates with Chicago organizations (individually, a “Partner Agency” and collectively, “Partner Agencies”) to use mixed research methods to evaluate program impacts on youth academic and related outcomes, connect impacts to best practices, design an evaluation system that can scale to cover all Chicago programs, and form partnerships between organizations for sharing approaches and collaboration; and

**WHEREAS**, Participant is a municipal corporation that provides supportive services to youth and desires to participate in the Project.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. **SCOPE OF WORK.**

- a. During the term of this Agreement as set forth in Section 3 below, Chapin Hall will perform the research activities as initialed by the Participant in Exhibit A, incorporated herein by this reference. Exhibit B, Exhibit C, and Exhibit D each describe a Scope of Work that can be selected by the Participant and are attached hereto and incorporated herein as Exhibit B, C, and D (“Scope of Work”). Chapin Hall will determine the nature and priority of research activities in conversation with the Participant and Partner Agencies but will use its discretion and

independent judgment as to the method and means of performing the Scope of Work.

- b. Should Participant seek additional services beyond the Scope of Work selected upon execution of this agreement and wish to amend this Agreement to select a higher Service Tier Level, they may do so no later than thirty (30) calendar days prior to the quarterly invoicing dates outlined in Section 4 (d), which shall be reduced to writing and signed by both Parties. However, the Participant may not elect to switch Service Tier Levels in the last quarter of each calendar year.

2. PERSONNEL.

- a. Chapin Hall's principal investigator ("PI") for the Project is Nicholas Mader, Ph.D. Chapin Hall shall give the Participant written notice of any change to its PI.
- b. Participant's principal contact with respect to the Project is Ebony Campbell. Participant shall give Chapin Hall written notice of any change to its principal contact.

3. TERM.

This Agreement is effective for the period from January 1, 2023 through December 31, 2023 (the "Term"), unless terminated sooner in accordance with Section 8 of this Agreement. Chapin Hall is not obligated to perform any work beyond the termination date of this Agreement. The Parties may extend this Agreement for four (4) additional one-year option terms. Any option term shall only be exercised at the time of the expiration of the prior contract term and may only be exercised individually. Any extension shall be under the same terms and conditions as this original Agreement; however, the Parties may agree on modified terms and conditions by written agreement signed by both Parties.

4. PARTICIPATION FEE & PAYMENT.

- a. If the participant selects the Scope of Work outlined in Exhibit B, there will be an annual Service Tier Level I fee in an amount not to exceed TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) (the "Service Tier Level I Fee").
- b. If the participant selects the Scope of Work outlined in Exhibits C, there will be an annual Service Tier Level II Fee in an amount not to exceed TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) (the "Service Tier Level II Fee").
- c. If Participant selects services outlined in Exhibit D, there will be an annual baseline Service Tier Level III Fee of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000) (the "Service Level III Fee"), and an additional fee that Chapin Hall and Participant shall negotiate reflective of the customized scope of work requested by the Participant. This customized scope of work and additional fee will be reduced to writing and signed by both Parties and attached to this agreement as Exhibit E.

- d. Invoicing. Chapin Hall shall submit to Participant quarterly invoices for the Participation Fees, divided evenly across the quarters (\$6,250/quarter) on January 1, 2023; April 1, 2023; July 1, 2023; October 1, 2023 (collectively, the “Project Quarters”).
- e. If during the previous quarter, the Participant elects a higher Service Tier Level, the updated fee amount will appear on the subsequent quarterly invoice.
- f. Payment. Participant shall pay Chapin Hall within 30 days of receiving the invoice from Chapin Hall.

5. INTELLECTUAL PROPERTY.

- a. Any and all tangible materials, analysis and reports, regardless of format, developed or created under this Agreement shall belong to Chapin Hall (“Work Product”). Chapin Hall shall grant to Participant a perpetual, non-royalty-bearing, world-wide license to use, reproduce, publish and distribute Work Product in accordance with this Agreement. Participant agrees to recognize its use of Chapin Hall’s Work Product by including an attribution in a prominent location within publications, reports or other materials that acknowledges the contribution of Chapin Hall.
- b. To the extent pre-existing intellectual property owned by a Party is incorporated into the Work Product, the Party shall retain ownership over their own intellectual property. Each Party shall grant to the other Party a perpetual, non-royalty-bearing, world-wide license to use the other Party’s pre-existing intellectual property when included in the Work Product developed pursuant to this Agreement.
- c. To the extent intellectual property owned by a third party is incorporated into the Work Product, either Party will obtain the necessary permissions and/or licenses to use such materials.

6. CONFIDENTIALITY.

- a. In performance of this Agreement the Parties may disclose to each other information pertaining to proprietary financial and strategic information and personally identifiable information relating to Participant’s service population, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (hereinafter, “Confidential Information”). Confidential Information shall consist of (i) written information clearly marked as “proprietary” or “confidential” and (ii) oral information reduced to writing within thirty (30) days of oral disclosure and clearly marked as “proprietary” or “confidential.” Each Party shall maintain the confidentiality of any information delivered to it (the “Receiving Party”) by the other (the “Disclosing Party”). The Receiving Party shall use Confidential Information solely for the purposes of this Agreement, unless otherwise authorized in writing by the Disclosing Party. Each

Party shall protect the other Party's Confidential Information from disclosure using at least the same degree of care as it uses to protect its own Confidential Information. The disclosure of Confidential Information to the Receiving Party shall not of itself be construed as a grant of any right or license with respect to the information and any such license or right shall only be authorized in writing by the Disclosing Party. In the event the Receiving Party is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing, if permitted by law, prior to making any such disclosure in order to facilitate the Disclosing Party's seeking a protective order or other appropriate remedy from the appropriate body.

- b. Confidential Information does not include information which Receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from Disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of Receiving Party; (iii) is or has been properly provided to Receiving Party by an independent third party who has no obligation of confidentiality to Disclosing Party; or (iv) is thereafter independently developed by Receiving Party without reference to the information from Disclosing Party.
- c. Notwithstanding the foregoing, as part of the Project the Parties acknowledge and agree it is necessary to share information such as preliminary research results and certain data among the Partner Agencies. The Participant authorizes Chapin Hall to share among the Partner Agencies preliminary research results and aggregate-level data relating to the Participant's service population in any format or medium, so long as such data is shared pursuant to the terms of subsection a of this Section. Partner Agencies may share Confidential Information, including data, with other Partner Agencies in accordance with Section 6.a.

7. PUBLICATION.

Chapin Hall may publish use or display materials resulting from the Scope of Work. Prior to publishing any materials, Chapin Hall agrees to provide Participant thirty (30) calendar days to review the publication to ensure there is no disclosure of Confidential Information in accordance with Section 6. If there is no response by Participant, Chapin Hall may proceed with publishing after the thirty calendar days.

8. TERMINATION.

- a. Either Party may terminate this Agreement by giving the other Party no fewer than thirty (30) calendar days written notice prior to the end of a Project Quarter as referenced in Section 4(d). In the event of termination, Chapin Hall will be entitled to payment for services rendered through the close of the quarter in which the termination notice was given. If, through activation of this clause, the number of

Partner Agencies decreases to two, this Agreement may terminate immediately at the discretion of Chapin Hall by written notice to the remaining Partner Agencies.

- b. Upon the termination of this Agreement, Chapin Hall and Participant will work together to determine when and how all Confidential Information distributed between the Parties will be returned and/or destroyed.

9. NOTICES.

Any notices to be given under this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service; or (iii) three business days after the date of deposit in the United States mail, sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For Participant:

Lucas Fopma  
Senior Director, Resident Services Operations  
Chicago Housing Authority  
60 East Van Buren Street  
Chicago, Illinois 60605  
Email: [lfopma@thecha.org](mailto:lfopma@thecha.org)

With a copy to:

Office of General Counsel  
Chicago Housing Authority  
60 East Van Buren Street, 12<sup>th</sup> Floor  
Chicago, Illinois 60605

For Chapin Hall:

Nicholas Mader, Ph.D.  
Senior Researcher  
Chapin Hall at the University of Chicago  
1313 East 60<sup>th</sup> Street  
Chicago, Illinois 60637  
Phone: 773-256-5195  
Fax: 773-256-5395  
Email: [nmader@chapinhall.org](mailto:nmader@chapinhall.org)

With a copy to:

Lisa K. Williams  
Counsel, Contracts and Compliance  
Chapin Hall at the University of Chicago

1313 East 60th Street  
Chicago, Illinois 60637  
Phone: 423-914-2973  
Email: lwilliams@chapinhall.org

10. PUBLICITY. Neither Party shall make reference to the other Party in a press release or any other written statement in connection with the Scope of Work and the Project without the other Party's prior written approval. However, Chapin Hall may use and incorporate Participant's logo (in the form provided by Participant), together with the logos of the other approved Partner Agencies, in its communication materials which includes but is not limited to handouts and paper reports distributed in electronic and paper format as well as inclusion on Project's website during the term of this Agreement. The Project shall adhere to the Participant's current brand standards.
11. INDEMNIFICATION. Each party shall be responsible for its negligent and willful acts or omissions and the negligent and willful acts or omissions of its employees, officers or directors, to the extent allowed by law and will indemnify, defend and hold harmless the other for such acts.
12. LIMITATION OF LIABILITY. Neither party shall be liable for indirect, special, consequential, punitive or exemplary damages of the other party. Neither party shall be liable exceeding the amount of this Agreement.
13. DEFAULT. Any failure by either Party to comply with the terms and conditions of this Agreement shall constitute an act of default under this Agreement ("Default"). Upon occurrence of a Default, the non-defaulting Party shall provide the defaulting Party with written notice of the Default and shall give the defaulting Party at least fifteen (15) calendar days to cure such Default. If a Default is not cured within fifteen (15) calendar days, or such additional time as the non-defaulting Party may allow, the non-defaulting Party may terminate this Agreement and exercise any other remedies available at law or in equity.
14. FORCE MAJEURE. The Parties shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond the Parties' reasonable control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotion's, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
15. ELECTRONIC SIGNATURES. Each Party acknowledges and agrees that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digitally created and digitized versions of signatures affixed to this Agreement or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

16. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
17. ENTIRE AGREEMENT. This Agreement with its incorporated exhibits, if any, constitutes the entire services agreement between the Parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.
18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois as adjudicated by a court of competent jurisdiction.
19. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, and such counterparts, when taken together, shall constitute one and the same agreement.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**CHICAGO HOUSING AUTHORITY  
("PARTICIPANT")**

**CHAPIN HALL CENTER FOR  
CHILDREN D/B/A CHAPIN HALL AT  
THE UNIVERSITY OF CHICAGO**

Signature: 

Signature: *Lisa K. Williams*

Name: Sheila Johnson

Name: Lisa K. Williams

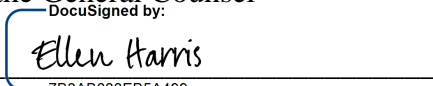
Title: Deputy Chief Procurement

Title: Counsel, Contracts & Compliance

Date: 1/4/2023

Date: January 3, 2023

Approved as to Form and Legality  
Chicago Housing Authority  
Office of the General Counsel

By:   
Ellen Harris  
Chief Legal Officer