Contract Review Team Comments

August 4, 2022

**The Agreement**

Overall: The Team liked the “component” approach outlined by the Consultant; i.e., the separate descriptions and pricing provided for each potential phase. It also appreciated the “pause” afforded between phases, during which decisions could be reached about moving forward to the next phase. Many of the below comments address obvious changes – e.g., updates to dates; a few are more substantive.

Title: Include ‘Next Steps Process’, to underscore that the Agreement relates to only that initial phase.

Item #1: Introduction: Date of Agreement will need to be updated to reflect the actual date (once that’s determined).

Item #3: Term: Dates of service provision will need to be updated to reflect the actual dates (once that’s determined).

Item #10: Governing Law: Recommend changing to UUSD’s location, i.e., Delaware.

Item #11: Confidentiality: Note 1: The availability of personally-identifiable financial data (e.g., pledge data) cannot be assumed or guaranteed. UUSD has long committed to holding that information confidential, and its availability likely will depend upon the Expansion Planning Committee (EPC) obtaining individual authorizations to release detail data. Other options include soliciting volunteers to speak with/share information with Consultant, or randomly selecting members/friends to invite to speak with/share information with Consultant.

Note 1: This item currently authorizes Consultant to share information with its “employees or agents,” if their services are required for “…consulting services under this Agreement.” It is unclear what services the Consultant is unable to perform for the next Steps Process; i.e., for what purposes would any confidential data received need to be shared with Consultant’s “employees or agents”? If this phrasing is just an artifact from a more general contract, suggest removing this authorization from Item #11.

Note 2: The item also authorizes Consultant to “…utilize aggregated data…for statistical and analytical purposes in support of strengthening Unitarian Universalism.” This appears to be outside the scope of the work to be performed; i.e., no information – including aggregated data – needs to be shared outside the UUSD/Consultant relationship to accomplish the purposes of the Next Steps Process. Recommend removing this authorization from item #11.

**The Consulting Support Document**

Overall: Again, the Team truly appreciated the detail provided, which greatly helped to inform its understanding of the larger (potential) process and also its read of the Agreement specific to the Next Steps Process. For example, it is in this document that the one-way travel limitation appears; that was a very helpful detail to have. Also, this document contained cost estimates that allowed the Team to estimate costs across potential follow-on work.

Page 3, The Process Design, last sentence: There is reference to “The clergy or executive team are also usually included in that follow-on meeting.” UUSD has both a Board and an Executive Team. To avoid “local” confusion, please revise to “The clergy and Board…..”

Page 4, The Rapid Strategic Planning Process, second sentence: There is again reference to “…clergy or executive team members.” Please revise to “…clergy and Board members.”

Page 6, Scope for a UUSD Financial Feasibility Study, second sentence: This sentence speaks to data that – in the absence of individual authorization – is unlikely to be released. That is, whether or not an individual pledged (at all) is confidential, as is the amount pledged by those who did pledge. It would be possible to prepare a random sample of *all* members/friends, but not of only those who pledged.

Note: Soliciting volunteers to speak with Consultant and/or seeking individual authorizations and/or preparing a random sample of all member/friends are all options open to the Expansion Planning Committee/Consultant.