

Local, Community Owned Supply Chains Collaborative

Our goal is to nurture robust, sustainable, equitable, and community-controlled value chains in the Northeast.



Plain Language Summary of This Agreement:

This agreement explains how purchasing information shared by organizations in the COWOP Local Community Owned Supply Chains Collaborative will be used and protected as part of a collaborative research project. The goal is to help participating organizations—and the broader community—better understand how much of their spending supports the local solidarity economy.

The COWOP Local Community Owned Supply Chains Collaborative is a group of organizations that voluntarily agree to share information about their purchasing expenses. This shared data helps everyone get a clearer picture of how much money is going to local, cooperatives, and women- and minority-owned businesses—key parts of a values-aligned solidarity economy.

There are two types of participants:

- **Contributors:** These members share reports about who they buy from (vendor reports).
- **Recipients:** A small group of members from the Local Community Owned Supply Chains Working Group who review and analyze those reports.

The Recipients compare each Contributor's spending to a list of values-aligned businesses and then prepare a summary for each Contributor showing how much of their spending goes toward solidarity economy businesses.

To protect Contributors:

- All vendor report data will be kept private and only used for this project.
- Reports will be anonymized before analysis—analysts won't know whose data they're reviewing.
- Each Contributor will get their own personalized analysis, identified only by a code.
- Any public reports from this project will only share aggregated data and will not reveal specific vendors or Contributors.

This agreement works alongside a separate COWOP Local Community Owned Supply Chains Collaborative Working Group Collaboration and Data Use and Handling Agreement that lays out in more detail how data will be managed and used.

COWOP Local Community Owned Supply Chains Collaborative Information Sharing and Use Agreement

This Information Sharing Agreement (“Agreement”) effective _____, 2025 (“the Effective Date”), is entered into between [____], a Massachusetts [limited liability company] [cooperative corporation] [corporation] [other?] (“Contributor”), and a group of tax-exempt organizations that make up the COWOP Local Community Owned Supply Chains Collaborative Working Group (“Recipient”); Contributor and Recipient may be referred to herein each individually as a “Party” and together the “Parties”.

WHEREAS, Recipient consists solely of the group of tax-exempt organizations that have signed the COWOP Local Community Owned Supply Chains Collaborative Working Group Collaboration and Data Use and Handling Agreement, a current list of which appears in Exhibit A that seek to foster wealth creation and resilience in the communities in which they operate;

WHEREAS, it is anticipated that other nonprofit organizations with tax-exempt status may sign the COWOP Local Community Owned Supply Chains Collaborative Working Group Collaboration and Data Use and Handling Agreement and thus become Recipients;

WHEREAS, Recipient desires to gather data to develop socially-responsible cooperative supply chains to promote growing resilience in stable locally controlled value chains (the “Project”);

WHEREAS, the Project is intended to allow Recipient to provide tailored consultation to Project participants like Contributor, including sharing information that may become available on vendor patterns in the Contributor’s sector, and opportunities for developing synergies with other solidarity economy systems in the region;

WHEREAS, Contributor is willing to share data arising from its operations in furtherance of the Project; and

WHEREAS, in connection with this data collection, Contributor may make available to Recipient certain proprietary or confidential information (Contributor’s data to be referred to herein as “Data”) for use for the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreements hereinafter set forth, the parties hereby agree as follows.

1. Confidentiality

1.1 Confidential Information

“Confidential Information” means all information, in any form, relating to Contributor and furnished to or obtained by Recipient during the term of this Agreement, including, without limitation, budget and other financial data, vendor information, spending categories and classifications, and services and goods provided by vendors and others. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient; (b) was known by Recipient prior to its being furnished by Contributor; (c) is or becomes available to Recipient on a non-confidential basis from a source other than Contributor; or (d) is independently developed by Recipient.

1.2 Use and Confidentiality

Recipient will use Data only in connection with the Project and will keep it confidential, using the same degree of care used to protect its own confidential information, and no less than commercially reasonable care. Recipient may disclose Data only to the other Recipient Parties and their respective officers, directors, employees, agents, consultants, and affiliates, if any, who

need access to the information for the purposes contemplated by this Agreement (“Recipient Authorized Persons”). Recipient Authorized Persons will be subject to, and Recipient will be responsible for ensuring that they comply with, the terms of this Agreement. Recipient will promptly notify Contributor upon discovery of any loss or unauthorized disclosure of Data.

Notwithstanding the foregoing, Recipient may disclose Data on an anonymized and non-identifiable basis in connection with the Project, including, without limitation, in any reports, publications, grant requests, and marketing materials.

The Parties agree that there will be no charge or payment due associated with Data collection services provided by Recipient under this Agreement.

1.3 Required Disclosure

If Recipient or any Recipient Authorized Person is required or receives a request to disclose any Data by reason of legal requirements or legal proceedings of any nature, Recipient or such Recipient Authorized Person will, to the extent it is permitted to do so, promptly provide Contributor and other Recipients with written notice of the requirement or request so that Contributor may seek a protective order or other remedy or waive compliance with this Section 1.3. If, in the absence of a protective order or other remedy or the receipt of a waiver by Contributor, Recipient is nonetheless legally compelled to disclose Data, Recipient may disclose only that portion of Data which counsel advises is legally required to be disclosed.

2. Relationship

2.1 Access to Systems

In providing Data, Contributor may permit access, on a limited basis, to its systems. Recipient will comply with Contributor’s facility, system, and other access and security requirements.

2.2 Representations and Warranties; Authority

AS BETWEEN RECIPIENT AND CONTRIBUTOR: RECIPIENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PURPOSE AND RESEARCH RESULTS AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Contributor, to the best of its knowledge and belief, is: (i) providing accurate Data, and (ii) has the right and authority to provide Data to Recipient for use in the Project. Contributor warrants that the provision of Data to Recipient does not violate the rights of any third party.

2.3 Ownership; License

Contributor retains all rights, title, and interest in and to all of its Data, including intellectual property rights. All Data furnished under this Agreement is and will remain the property of Contributor. Notwithstanding any provision herein to the contrary, and subject to the terms and conditions of this Agreement, Contributor hereby grants to Recipient and Recipient Authorized Persons the non-exclusive, irrevocable, royalty-free rights to: (i) use Data and research results derived therefrom for purposes of furthering the Project and Recipient’s nonprofit missions and programs; (ii) use Data in raw and aggregated form, as well as in combination with other data sets; and (iii) publish, reproduce, or otherwise publicly disclose the Project research results and other product of the research, subject to the terms of Section 1.2 herein.. Recipient and Recipient Authorized Persons, as the case may be, shall own the entire right, title, and interest, including

all patents, copyrights, and other intellectual property rights, in and to (i) all research results they have developed based on, derived from, or using Data, and (ii) all tangible materials, inventions, discoveries, works of authorship, software, information, and data that they have conceived or developed in the performance of the Project.

It is recognized and understood that certain existing inventions and intellectual property, including such inventions and intellectual property that are outside the scope of this Agreement, are the separate property of each Party; that no existing intellectual property right of either Party shall be affected by this Agreement except as set forth herein; and that each Party retains sole ownership of all rights and title to its pre-existing, separately developed, or independently developed intellectual property except as set forth herein.

2.4 Data Sharing, Transfer and Protection

Contributor shall share with Recipient its vendor report with vendor name, category and expense amount up to twice annually, in accordance with instructions provided in Exhibit B. **Contributor shall not share or provide access to “personal information,” “personally protected information,” or other sensitive information as those terms are defined under applicable law: Any disclosure by Contributor of such information is outside the scope of this Project and done so at Contributor’s sole risk.** Contributor’s reports shall be stored in a restricted Google Drive that only Recipient retains access to.

Recipient shall not use Data except as authorized under this Agreement. Data will be used solely to conduct the Project and solely by Recipient Authorized Persons that have a need to use, or provide a service in respect of, Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement.

Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to Data to any third party, except Recipient Authorized Persons, without the prior written consent of Contributor. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Exhibit B.

Recipient agrees to use Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

2.5. Deliverable of the Project

Recipient shall share with Contributor an analysis of Contributor’s private vendor report, indicating how much spending the Contributor is making to local businesses as defined as registered in the Northeastern states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont, democratically owned businesses, and women and minority owned businesses.

2.6 Publicly Shared Information

Recipient may from time to time publicly share aggregated and anonymized information. Aggregate anonymized information will generally only show purchasing practices of Contributor and other participants in the Project into or out of the solidarity economy by three (3) categories (local to the Northeast USA, women and minority owned business, and

democratically owned business). Except as the Parties may otherwise agree, these reports will not show any other individual spending details of Contributor or others.

2.7 Recognition and Prior Written Approval

Upon Contributor's prior written consent to use its name, logo, or other identifying marks in accordance with this Section 2.7, Recipient will give appropriate recognition to Contributor's participation in the Project in written, visual, or oral public disclosures concerning the Project, including, for example, identifying the Contributor by name in one or more reports published by Recipient; provided that Contributor may reserve its right to be recognized by name or logo as a member of the COWOP Local Community Owned Supply Chains Collaborative.

Neither Party shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the Project that is the subject of this Agreement for other purposes with written permission from the other Party provided that any such statement shall accurately and appropriately describe the relationship of the Parties.

2.8 Limitations of Liability

Contributor will not be liable to Recipient for any loss, claim, or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of Data by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Contributor. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

2.9 Termination

This Agreement will terminate on delivery of written notice of termination by one Party to the other under this Section 2.9, with termination to be effective on receipt of such notice. Recipient will follow the offboarding procedure set forth at the link provided in Exhibit B and will take such actions as may be requested by Contributor with respect to the treatment of Data after termination and in compliance with applicable law. Notwithstanding termination of this Agreement, Recipient's obligations under Section 1 will continue in effect for two (2) years after the Effective Date of this Agreement.

3. General Provisions

3.1 Injunctive Relief

Contributor and Recipient each recognize that a breach of this Agreement may cause irreparable harm to Contributor and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, Contributor and Recipient agree that in the event of such a breach, Contributor may be entitled to injunctive relief in addition to such other legal or equitable remedies as may be available.

3.2 Entire Agreement

This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

3.3 Amendment

This Agreement may only be amended by written agreement of all the Parties hereto.

3.4 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

3.5 Waiver

Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

3.6 Assignment

Neither Recipient nor Contributor may assign its rights or duties under this Agreement to anyone else without the prior written consent of the other Party, and any such assignment without such consent shall be null and void.

3.7 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, or e-mail to the addresses set out in the signature section below. These addresses may be changed by written notice to the other Party.

3.8 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

3.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by PDF of executed counterparts will constitute effective delivery.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Contributor and Recipient have executed this Agreement as of the Effective Date.

[Contributor]

By: _____

Name:

Title:

Duly Authorized

Email: _____

Address: _____

Center for Economic Democracy Inc.

By: **Sarah Assefa**

Name: Sarah Assefa

Title: Cooperative Ownership Organizing Director

Duly Authorized

Email: _____

Address: _____

OneProject Org.

By: _____

Name:

Title:

Duly Authorized

Email: _____

Address: _____

Boston Center for Community Ownership, Inc.

By: _____

Name: Stacey Cordiero

Title:

Duly Authorized

Email: _____

Address: _____

Exhibit A

Current List of Entities That Are Parties to the COWOP Local Community Owned Supply Chains Collaborative Working Group Data Use and Handling Agreement

1. Center for Economic Democracy Inc., a Massachusetts nonprofit corporation
2. Boston Center for Community Ownership, Inc., a Massachusetts nonprofit corporation
3. OneProject.Org, a California nonprofit public benefit corporation

Exhibit B

Procedural Information for Participants in the COWOP Local Community Owned Supply

Chains Collaborative Project

- 1.) Instructions for extracting a vendor report are available at this link:

<https://docs.google.com/document/d/1U0uflfEbWuCQfdHZQ7eG5MmzdMaj3o7akzGRrQQpbD4/edit?tab=t.0>

If Contributor is not using QuickBooks, instructions and support in selecting and arranging the necessary information shall be provided by Recipient.

- 2.) COWOP Local Community Owned Supply Chains Collaborative Project Data Security

Onboarding & Offboarding Policy and Procedures is available at this

link: <https://docs.google.com/document/d/1OaJLXa8eE1MKdggr-Uig5KkzMFHaXbVPvRYG3nT-2FY/edit?usp=sharing>