

The Management Center Training Services Agreement Making Waves Academy

This document outlines an agreement between The Management Center (TMC), a non-profit corporation based in Washington, DC, and Making Waves Academy to provide a 2-day in-house management training, with Day 1 occurring on February 25, 2020 and Day 2 occurring on March 13, 2020.

Scope of Work

Through the 2-day training session, TMC will tentatively cover the following topics:

- Delegating Effectively
- Managing Broad Responsibilities through Powerful Roles
- Setting and Using SMART Goals
- Hiring and Developing Your People
- Giving and Receiving Feedback
- Managing Up
- Time & Systems
- Your Job as a Manager

The training will consist of PowerPoint presentation, individual and group work, and audience participation. Prior to the training, both parties will work together to finalize the agenda for the session and to distribute materials to participants.

Costs

The cost of the 2-day training is \$18,000 (the "Training Fee"). TMC will also charge a \$800 travel stipend per TMC trainer. The total cost for the 2-day training will be \$18,800.

The optimal number of training participants is 25-35. If the group is larger than 40 people in size, additional fees may be applied based on negotiations between TMC and Making Waves Academy.

The Training Fee assumes limited tailoring of the training curriculum, includes 1-2 preparatory meetings to assure the training is adapted to the needs of the organization, and covers workbooks for all training participants.

Making Waves Academy may additionally choose to purchase copies of TMC's book for training participants at the client rate of \$15 per copy. TMC will pay for shipping if Making Waves Academy confirms the number of books requested by no later than 1 week prior to the training start date.

TMC will invoice Making Waves Academy after the training is completed.

Some notes from our lawyers:

Date Changes and/or Cancellations

If Making Waves Academy desires to cancel the training or change its date, for reasons other than an act of God such as weather, it must notify TMC in writing. TMC will make its best efforts to minimize additional travel expenses from the change or cancellation, but Making Waves Academy will pay any such expenses. In addition, if the training is cancelled, instead of the Training Fee, Making Waves Academy will pay a cancellation fee. If the training date is changed but not cancelled, Making Waves Academy will pay a change fee in addition to the Training Fee.

The cancellation fee and change fee are calculated as follows:

- More than 30 days prior to the training: No additional fee
- Between 30 days and 15 days prior to the training: 25% of the Training Fee
- Less than 15 days prior to the training: 50% of the Training Fee

Copyright

Because we have seen that our concepts and materials produce significantly more buy-in and impact when taught by carefully vetted and trained presenters, we prohibit the reproduction and re-use of our materials. Our materials are protected by copyright law and may not be reproduced, re-used, displayed or modified without express authorization, nor may derivative works be created, although fair use of these materials is permitted.

Funding

TMC receives support from a variety of sources to subsidize our work. Making Waves Academy understands that TMC is an independent organization, that TMC does not make funding recommendations to any funders, and that receipt of services from TMC does not indicate a commitment on the part of any of our funders to provide funding to Making Waves Academy. All requests for funding and updates on your work should go directly to your funders.

Indemnification

Making Waves Academy will indemnify and hold harmless TMC, including current and former trustees, staff members and agents, from and against any losses, costs, expenses, judgments, settlements, and damages resulting from any third-party claim or action arising out of TMC's service provision.

Harassment prevention

TMC is an equal opportunity employer committed to complying with all applicable federal, state and local nondiscrimination, harassment, retaliation and/or bullying laws. Making Waves Academy agrees that it and its employees and representatives interacting with TMC's employees and other workers will not engage in any discriminatory, harassing, bullying or retaliatory conduct towards such individuals.

Entire agreement and modification

This document constitutes the entire agreement between TMC and Making Waves Academy. Changes and/or waivers are not binding unless put in writing, either electronically or by hand, by both parties.

Making Waves Academy and TMC agree to the terms above:

Name: _____

Name: _____

Organization: _____

Organization: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____