

January 16, 2019

Chrissy Godfrey  
Managing Director of Human Resources  
Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806  
510.480.1128  
cgodfrey@mwacademy.org

**Re: Letter of Agreement for Professional Services**

Dear Chrissy,

This letter of agreement will serve as the contract between Interaction Associates, Inc. and **Making Waves Academy** for the professional services described below.

**SERVICES** - The services to be provided by Interaction Associates are the following:

- Delivery of a 2-day “Facilitative Leadership” program
  - Delivery by 1 IA Senior Consultant
  - Participant Materials & IP for up to 8 participants
  - Paper Chart Set + Supply Care Pack

**SERVICE DATE & LOCATION** - The services will be provided by Interaction Associates at:

SERVICE	DATE	LOCATION
Facilitative Leadership	February 25-26, 2019	Richmond, CA

*\*Interaction Associates requests that location be confirmed at least two weeks in advance of domestic sessions and 5 weeks in advance of international sessions.*

**PRICING & INVOICE SCHEDULE**

The Total Cost of These Services is: **\$13,150**. This will be billed as follows:

SERVICE	PRICE	INVOICE SCHEDULE
Facilitative Leadership	\$13,150	Upon Completion, February 2019

*\*Travel and Shipping Expenses are not included and will be billed to the client as a pass-through expense.*

**STANDARD TERMS AND CONDITIONS** - Interaction Associates' delivery of the services and this agreement are subject to Interaction Associates' Standard Terms and Conditions for Consulting Services, a copy of which are attached to this letter and incorporated by reference as part of this contract. Please note that the Standard Terms and Conditions include, among other things, provision for payment of cancellation or postponement fees in the event that Client cancels or postpones an engagement with less than 30 days' notice.

**APPLICABLE TAXES** - Client agrees to pay all sales tax, use tax, value added tax or other governmental impositions assessed on the price of goods or services sold under this contract. The amount of such taxes may be added to Interaction Associates' invoice for fees and costs or may be invoiced separately.

To indicate your acceptance of this contract and receipt of a copy of the Standard Terms and Conditions for Consulting Services please enter your purchase order number in the place indicated above on the enclosed copy of this letter if you require us to have a purchase order number for payment, then sign below. We look forward to working with you on this project.

Very truly yours,

Interaction Associates, Inc.

Signature:	
Name:	Betina Schonberger
Title:	Director, Client Solutions
Date:	January 17, 2019

**ACCEPTANCE:**

On behalf of Making waves Academy, I acknowledge receipt of the Interaction Associates Standard Terms and Conditions and accept this agreement as our contract for the professional services described above.

Signature:	
Name:	
Title:	
Date:	

**PURCHASE ORDER NUMBER** - If Company requires a purchase order as a condition of payment of invoices for services under this Agreement, please initial here: \_\_\_\_\_

## 2019 Standard Terms and Conditions for Interaction Associates Services

These Standard Terms and Conditions apply to Client's purchase of all products and/or consulting services purchased by Client from IA under a contract for consulting services and/or sale of associated learning and development or consulting products.

1. Billing and Payment

Unless otherwise agreed in writing, IA will render invoices for fees, costs and expenses monthly for a project requiring more than one month to complete, or upon completion of the work if the project is to be completed within a single month. Invoices are due and payable upon receipt and will bear interest at the rate of ten per cent (10%) per annum after 30 days from the invoice date. Client agrees that if it has any special requirements concerning payment terms, the form, backup documentation, or manner of presentation of invoices, such requirements will be fully explained in writing to IA at the time of signing the purchase agreement; otherwise, IA's usual form of invoice shall be deemed acceptable to Client. If Client requires that a purchase order number be provided as a condition for payment of invoices, Client shall provide such purchase order number to IA immediately upon the request of IA for commencement of work. If Client fails to provide IA with a purchase order number on a timely basis when requesting IA to commence work, Client shall be deemed to have waived the right to require a purchase order number as condition for payment of IA's invoices. Client will review all invoices received from IA promptly and notify IA in writing within fifteen (15) days of receipt of each invoice if Client questions or disputes any fees, costs or expenses included within the invoice. In the absence of such a timely notice, it shall be presumed that Client approves IA's invoices and agrees to pay the same. IA shall have the right to suspend the delivery of services or products if Client becomes delinquent in payment of IA's fees, costs and expenses.

2. Additional Services

If additional services or materials are requested by Client through the designated Client contact person, in those instances where the original contract specifies the ability to expand the contract, IA may treat such request as an enlargement of the maximum contract price; however, all requests for additional services or materials are subject to IA's consent and scheduling requirements. IA will not bill for additional services without the prior consent of Client.

3. Intellectual Property Rights

All written materials, films and documents in any media created or supplied by IA in the course of its services, whether in printed, film, electronic data or other form, are the intellectual property of IA. IA retains all copyrights and other proprietary rights in all such materials unless a separate license agreement is made in writing between Client and IA authorizing Client to make reproductions or modifications. Nothing in the Agreement grants any license or other right to Client to use any IA written materials, films, data or documents for any purpose except as provided under the Agreement.

4. Standard of Care

IA will perform its services under the Agreement in accordance with the standard of care development profession. IA does not guarantee or warrant the achievement of any particular results or specific improvements in Client's financial or other organizational performance. IA will use reasonable care and diligence to determine the accuracy of information and materials supplied to Client; however, IA does not make any warranty express or implied concerning the completeness or accuracy of such information or materials. It is agreed that IA shall not be subject to liability upon any theory of strict liability or fiduciary duty.

5. Responsibilities of Client

Client agrees to provide reasonable facilities at its site or off-site location selected and paid for by Client for the performance of the services to be provided by IA under the Agreement, to cooperate with IA in scheduling, and to provide IA reasonably complete and accurate information and materials concerning Client's business and organizational activities as requested by IA so that IA can perform its services on the basis of reasonable understanding of Client's needs and objectives.

6. Staffing

IA shall have the complete discretion to determine staffing for the performance of its services under the Agreement. Unless set forth in writing there is no agreement that IA will provide any particular individuals for the job. Client acknowledges and agrees that IA is an equal opportunity employer and will not discriminate on the basis of race, religion, national origin, sex or age in the assignment of IA consultants under its agreements.

7. Arbitration

If there is any dispute or controversy pertaining to the Agreement or IA's performance thereof, such dispute or controversy shall, upon the written request of either party, be submitted to binding arbitration in Boston, Massachusetts with the American Arbitration Association under its rules for Commercial Arbitration. In any arbitration or legal proceeding concerning the Agreement, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorney's fees.

8. Law Governing

The Agreement shall be governed by the laws of the Commonwealth of Massachusetts as a contract which was made and intended to be substantially performed in Massachusetts.

9. Force Majeure

Neither party shall be responsible for costs or damages arising from delay or failure to perform the agreed services if such delay or failure to perform results from travel dislocations, strikes, civil commotion, accident or injury to or illness of consultants, governmental actions, acts of God, severe inclement weather, or other causes beyond the reasonable control of the party who delayed or failed to perform.

10. Cancellation, Postponement, Reduction in Services, etc. Policy

If Client cancels, postpones or re-schedules an event for which IA consultants have been booked for delivery services, the following fees will apply:

- If cancelled, postponed or rescheduled more than two weeks but less than four weeks before the scheduled date, a fee equal to 50% of the contracted fees;
- If cancelled, postponed or rescheduled more than one week but less than two weeks before the scheduled date, a fee equal to 75% of the contracted fees;
- If cancelled, postponed or rescheduled within one week of the scheduled date, 100% of the contracted fees.
- Client acknowledges that when Client cancels, postpones or reschedules an event after IA has booked consultants for delivery, IA will incur significant costs for, among other things, administrative expenses, potential loss of revenue due to inability to place consultants on alternate work on short notice, obligations for compensation to affiliated consultants, and other expenses. The fees payable on postponement, cancellation or rescheduling as listed above are intended to compensate IA for such expenses, the exact amount of which are difficult to determine in advance. The fees listed above are not intended as penalties, but rather as liquidated damages for expenses that are uncertain in amount but certain to occur under the circumstances described.

If Client requests a reduction in size of a scheduled service resulting in a reduced number of IA consultants, the cancellation/postponement fee will be a pro-rata amount based on the reduced number of consultants involved, e.g., reduction in a workshop size from two consultants to one results in a cancellation/postponement fee equal to one half of the cancellation/postponement fee that would otherwise be applicable depending upon the time before the scheduled date in which Client requests the reduction in size.

11. Rescheduling Due to Homeland Security Issues

If as a result of the Department of US Homeland Security alert level increasing to Code Red, (“severe risk of terrorist attacks”) or other national security warning or event that either by law or in the judgment of IA makes air travel unsafe or unduly burdensome on consultants or event participants, then at the request of either Client or IA the event may be re-scheduled to a time when the Code Red has been reduced. If the re-scheduling is done on the Client’s request, IA will reschedule in cooperation with Client without charging any postponement fees to Client under the following conditions: 1) the work is rescheduled no later than thirty (30) days after the time in which the applicable security alert level is reduced or other applicable security event is ended; and 2) the work is scheduled for no later than ninety (90) days from the date of the original event. If either of these conditions is not met, then the cancellation policy above shall apply in the case of a Client initiated-re-scheduling.

12. Travel Expense Policy

IA consultants will use best efforts to follow Client’s travel expense guidelines provided that a copy of such guidelines has been provided to IA by Client in writing. Unless otherwise agreed in writing, IA consultants will travel coach class. Often air travel arrangements must be booked by IA consultants on a non-refundable basis. Should there be any changes or cancellations initiated by Client which require change or cancellation of previously booked consultant travel arrangements, Client agrees to reimburse all such non-refundable expenses upon receipt of an invoice from IA for such expenses.

In addition, consultants will normally attempt to arrange travel so that they can depart on the last day of a contracted event; however, if due to transportation schedules they cannot arrange reasonable travel arrangements for departure on the last day of an event (for example, departure on the last day of an event would require a consultant to travel for a long period at night arriving home in the early hours of the morning or the next day), Client agrees to pay for the overnight lodging and meal expenses of the consultants involved so that they can depart the following day.

For any event which requires IA consultants to travel overseas (e.g. USA to Europe or Asia or vice versa) the Client agrees to pay for one full day of travel time for each consultant in addition to the fees for the event itself. IA consultants will be allowed to travel and be reimbursed for business class airfare on international deliveries (outside the United States), unless specifically prohibited in the clients travel expense guidelines or agreed otherwise.

13. Confidentiality

“Confidential Information” means all data and information relating to the business and management of Client which, if disclosed to IA in writing, is marked as “confidential” or similarly marked and, if disclosed orally or visually, is identified as confidential at the time of disclosure and such is confirmed in writing within fifteen (15) days after the disclosure. Confidential Information does not include data or information which (a) is in IA’s possession at the time of disclosure, (b) is or becomes part of the public knowledge or literature, not as a result of any action or omission of IA, (c) is obtained by IA from another source without a duty of confidentiality, or (d) is independently developed by IA. IA agrees that it will not disclose Confidential Information to any third parties. IA will disclose Confidential Information only to those employees and affiliates of IA who have a need to know such information in order to perform services in fulfillment of IA’s obligations to Client under the Agreement and who are bound to retain the confidentiality under agreements which include provisions similar to this Agreement. IA agrees to keep confidential and maintain Client’s confidential information with at least the same degree of care it uses to protect its own confidential information of a similar nature or sensitivity, but not less than reasonable care under the circumstances.

14. Taxes on Goods and/or Services

Client is responsible to pay all sales, use, value added and other taxes of any kind assessed on the value of goods or services purchased from IA which are levied or charged by any governmental authority having jurisdiction over the transaction. IA will endeavor to determine the amount of all such taxes and include them in IA’s invoice(s) to Client. However, should IA fail to include such taxes in its original invoices due to error or mis-information about the imposition or amount thereof, Client agrees that IA may submit and Client will pay

a separate invoice for such taxes at any time within one year after completion of the contract for such goods or services.

15. Obligations Regarding Customized Design Work

When the services to be provided to Client include agreed upon customized assessment and/or design work (for example, but without limitation, customized design of learning processes or tailored workshop agendas) and Client has retained any right to terminate IA's services for any reason, Client is obligated to pay for the time and expenses incurred in the performance of such assessment, design or other customization work up to the time of notice of termination whether or not a workshop, facilitation or other consulting services deliverables are completed and delivered.

16. Alteration or Amendment

These Standard Terms and Conditions may only be amended by a writing signed by both parties. No oral amendment or alteration based on conduct or course of dealing may be made.