

MEMORANDUM OF AGREEMENT



This Consulting Agreement (the "Agreement") is made and effective September 9 2019
BETWEEN: Spark Consulting Group (the "Consultant"), a company organized and existing under the laws
of the State of Indiana, with its head office located at:
1802 Robin Hood Blvd.,
Scherverville, IN 46375

and ECIER Foundation (the "Company"),
a company organized and existing under the laws of the State of Indiana, with its head office located at:
303 West 80th Place #14075
Merrillville, IN 46411

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in
this Agreement, the provisions of such attachments shall govern.
In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally
bound, the parties hereto agree as follows:

ENGAGEMENT AND SERVICES

- (a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.



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CONSULTANCY PERIOD

(a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2019 or the earlier termination of this Agreement.

(b) Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving fifteen (15) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving fifteen (15) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. Any other breach that a Party has failed to cure within ten (10) calendar days after receipt of written notice by the other Party, The death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, An act of gross negligence or willful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

CONSULTANCY FEE & EXPENSES

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee of \$3,800.00.

(b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.

(c) Payment. The Consultant shall submit to the Company an invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within ten (10) calendar days after receipt thereof by the Company. Late payment fees will be assessed after 30 days. The Company will pay 50% of the consultancy fee in advance to begin work on the project. The remaining fee will be divided into three monthly installments to be billed on October 1, November 1, and December 1.



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WORK PRODUCT & LICENSE

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to Company all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to Company.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Company is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

CONFIDENTIAL INFORMATION

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Company's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formula, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Company.



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EXHIBIT A: SCOPE OF SERVICES

The Consultant will provide the following services:

- **Board Governance:** Create executive board member and committee chair job descriptions; Create committee job descriptions (Executive, Finance/Governance, Fundraising, Program Development); Guide board in establishing give or get policy, board commitment forms, and accountability matrix; .Establish board recruitment and nomination policies and procedures; Develop annual board work plan; Provide board assessment plan and materials.
- **Program Development:** Create new program model that provides entrepreneurship exposure, business ownership training, and investment in a new small business; Develop program curriculum which includes workshop topics, learning objectives, guest speakers, student workbooks, etc.; .Create program timeline with key actions and milestones; Develop program evaluation model which includes logic model, evaluation methods, data collection, and timeline.
- **Strategic Planning:** Four facilitated planning sessions with ECIER board members; One to one coaching with executive members and committee chairs; .Develop three year strategic plan.Develop annual operational plan.

GENERAL

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.


Signed for and on behalf of

ECIER Foundation

Chareice White
President

Signed for and on behalf of

Spark Consulting Group



Angelina Williams
President

