



By signing this agreement, Social Legends, LLC has retained Mangas Global Solutions Inc. to provide technical assistance for the period January 1, 2021 to September 1, 2021 and agrees to the terms and conditions as set forth in this Agreement.

Timeline. During this period, Mangas Global Solutions Inc. agrees to devote time and human resources to completing and providing the deliverables as outlined in the scope of work below. Work scheduling will be at the discretion of Mangas Global Solutions Inc..

Payment. Payment for these services will be to Mangas Global Solutions Inc. for \$6,750.00. Mangas Global Solutions Inc. will invoice Social Legends according to the schedule below. Social Legends will provide payment within 7 days. Social Legends is not responsible for any additional costs incurred throughout the duration of the work (travel, meals, etc.).

February 1, 2021: Invoice to Social Legends for \$2,000.00

May 1, 2021: Invoice to Social Legends for \$2,000.00

September 1, 2021: Invoice to Social Legends for \$2,750.00

Scope of Work. Below is a description of Technical Assistance expected within this agreement with Social Legends:

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| Description & Deliverables | <ul style="list-style-type: none"> • Design, disseminate and manage surveys to assess grantee professional development needs <ul style="list-style-type: none"> ▪ <u>Deliverable:</u> <ul style="list-style-type: none"> • Participate in survey development planning discussions • Provide Social Legends with all survey questions • Create survey in online platform and manage submissions • Analyze survey data <ul style="list-style-type: none"> ▪ <u>Deliverable:</u> <ul style="list-style-type: none"> • Assess all submitted data points • Produce report identifying strengths, gaps, and opportunities <ul style="list-style-type: none"> ▪ <u>Deliverable:</u> <ul style="list-style-type: none"> • Provide Social Legends with a survey findings report • Provide Social Legends with raw survey data • Research service providers and practitioners aligned with identified program needs for inclusion in the updated 21st CCLC Professional Development Guide <ul style="list-style-type: none"> ▪ <u>Deliverable:</u> <ul style="list-style-type: none"> • Provide Social Legends with a matrix of recommended service providers • Provide logistical coordination for (3) training session to lead grantees through process of assessing staff needs, creating PD plans, and implementing plans with fidelity. (format based on current safety regulations and grantee need) <ul style="list-style-type: none"> ▪ <u>Deliverable</u> <ul style="list-style-type: none"> • Participate in training session planning discussions • Prepare Documentation/Materials to Support training sessions (agenda, PowerPoint, handouts, etc) • Manage training session registration • Manage training session logistical coordination – on-site and virtual • Provide facilitation support for training sessions (as needed) • Provide Social Legends with an outcome and participant satisfaction report for each session. |
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Relationship of Parties. It is understood by the parties that Mangas Global Solutions Inc. is an independent contractor with respect to Social Legends, and not an employee of Social Legends. Social Legends will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Mangas Global Solutions Inc.

As a subcontractor on the project, it is understood that all project updates, questions, and general communications from Mangas Global Solutions Inc. will be sent exclusively to Social Legends. Indiana Department of Education ("project client"), or any associated constituents, should not be directly engaged unless authorized by Social Legends.

Disclosure. Mangas Global Solutions Inc. is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Social Legends as related to the contracted project and associated parties. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

Confidentiality. Social Legends recognizes that Mangas Global Solutions Inc. may have access the following information: business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Social Legends and/or the project client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Mangas Global Solutions Inc. agrees that no employee will at any time or in any manner, either directly or indirectly, use any Information for his/her own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Social Legends. Mangas Global Solutions Inc. will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Confidentiality after Termination. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Ownership of Work. All information and materials furnished by Social Legends is proprietary and will remain the property of Social Legends. The results of any and all work performed by Mangas Global Solutions Inc. for Social Legends will remain the property of the Social Legends. Social Legends may use this material in any way deemed appropriate.

Return of Records. On termination of this Agreement, Mangas Global Solutions Inc. shall deliver all records, notes, and data of any nature that are in their possession or under their control and that are Social Legends' property or relate to Social Legends' business.

Conflict of Interest. Mangas Global Solutions Inc. is bound to Social Legends best interests during the term of this agreement. Representatives shall notify Social Legends of any possible or potential conflict of interest which may result from his/her other activities and shall commence such other activities only after written approval of Social Legends which may not be unreasonably withheld.

Non-solicitation. Mangas Global Solutions Inc. shall not and undertakes not to, without the prior consent of Social Legends, solicit and/or entice away any officer, director, client, partner, or employee of Social Legends.

Termination. This agreement may be terminated on 30 days' written notice by either Mangas Global Solutions Inc. or Social Legends. In case of termination, Mangas Global Solutions Inc. shall make a reasonable attempt to finish work in progress.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

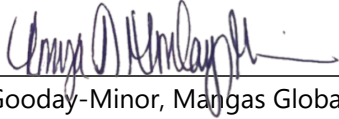
Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Applicable Law. This Agreement shall be governed by the laws of the State of Indiana.

This Agreement has been signed by:



27 August 2020

Tonya Gooday-Minor, Mangas Global Solutions Inc.

Date



August 27, 2020

Kelly Frank, President & Owner, Social Legends, LLC

Date