

YONKERS-EAST YONKERS ROTARY FOUNDATION
CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement is entered into as of the date described in Appendix 1 hereto and is by and between Nia Mason (the "Consultant") and the Yonkers-East Yonkers Rotary Foundation (the "Client") located at P.O. Box 771, Yonkers, New York, 10710.

WITNESSETH THAT

IN CONSIDERATION OF the mutual promises and agreements herein contained, Consultant and the Client (hereinafter referred to as the "Parties") do hereby agree as follows:

- 1. Purpose and Scope of Agreement.** The purpose and scope of this agreement (the "Agreement") is to engage the Consultant as an independent contractor to the Client for the purpose of carrying out the tasks described in the Statement of Work (the "Statement of Work"), Appendix 1 hereto, that is incorporated herein by reference.
- 2. Obligations of Consultant.** The Consultant hereby accepts this engagement and agrees that she will undertake in a thorough and professional manner the tasks (the "Consultant's Tasks") that are described in the Statement of Work.
- 3. Term of the Agreement.** This Agreement shall become effective as of its effective date and shall continue until Client delivers notice of termination to the Consultant or the Consultant's Tasks are completed. In any event, the agreement shall terminate on the date described in Appendix 1, hereto.
 - 3.1 Notwithstanding anything herein to the contrary, Articles 3, 7, 9 and 10 of this Agreement shall survive the termination of this Agreement.
 - 3.2 This Agreement may be, for any reason, with or without cause, terminated by the Client as to the Consultant without liability to Client of any kind (except for accrued charges and out-of-pocket expenses).
 - 3.4 No charges shall be honored by the Client for Consultant's services or costs that are performed or accrued after the date of termination.
- 4. Consideration.** As full and complete consideration for the performance of Consultant's obligations hereunder, including but not limited to the services described in the Statement of Work and for the Assignment of Inventions and Covenant against Disclosure described in Article 3, above the Client agrees to compensate the Consultant as described in the Statement of Work.
 - 4.1 The Client shall reimburse the Consultant's reasonable out-of-pocket expenses provided that the Client approves the expenses in advance. It is understood by Consultant that the Client does not cover travel, meals or commutation mileage on Consultant's part and unless agreed to by the Client in advance, Consultant will not receive reimbursement for any such expenses.
 - 4.2 All time, materials and out-of-pocket disbursements ("Consultant's Costs") as are billed by Consultant to the Client hereunder are subject to audit by the Client.
- 5. Policy Guidance.** The Consultant's point of contact for policy guidance, approval of expenses and authorization or termination of each Task is described in Appendix 1.
- 6. Title to Information.** All information, including but not limited to files and other data of whatever type, patentable, copyrightable or trade secret protectable intellectual property in the possession or control of the Consultant created or collected or assembled by the Consultant in

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connection with Consultant's work for the Client shall be the exclusive property of the Client. Upon termination of this Agreement, the Consultant shall dispose of all such Information as directed by the Client.

7. General Relationship

7.1 In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. The Consultant is not a full time or part time employee of the Client under the meaning or application of any US Federal or State Unemployment or Insurance Laws, or Old Age Benefit Laws, or Social Security Laws or any Workmen's Compensation or Industrial Laws, or otherwise.

7.2 The Consultant shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the Client, and the Consultant shall have no authority to represent the Client as agent, employee or in any other capacity than as hereinbefore set forth.

7.3 Consultant understands and agrees that he or she may not assign or subcontract or assign any of his tasks hereunder to any other person or entity. The services described herein are personal and only Consultant may perform services for the Client hereunder.

8. **Applicable Law.** This Agreement shall be governed by the Laws of the State of New York, without reference to its rules on conflict of interest, and shall be subject to the exclusive jurisdiction of the Courts of competent jurisdiction of the State of Connecticut.

9. **Entire Contract.** This Agreement contains all the terms and conditions agreed upon by the Parties and constitute the only agreement in force and effect between the Parties relating to the subject matter herein.

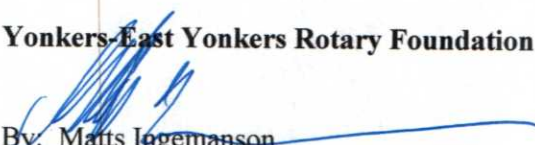
10. **Titles.** The titles used to introduce the Articles of this Agreement are provided for convenience only and shall not be interpreted to alter the meaning of any Article.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year described in Appendix 1.

Consultant:

Nia Mason
(Name of Consultant)

Yonkers-East Yonkers Rotary Foundation


By: Matts Logemanson
Title: Chairperson

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Appendix 1
Statement of Work

1. Consultant Interface:

Nia Mason
202-945-8386
email address
Address
City, State, Zip

2. Client Interface:

Matts Ingemanson
646-408-4778
mi@leadership-by-rotary.org

3. Agreement Commencement Date:

4. Agreement Termination Date:

5. Compensation: \$2,000.00 per 12-week workshop. + up to \$500 for art supplies and other expenses with advance authorization (Article 4.1)

4. Tasks:

Work Statement:

Nia will prepare for and conduct a workshop consisting of 12 two-hour sessions, one per week, for youth on a schedule determined in consultation with Westhab representative Nellie Sung. The sessions will take place at the DaySpring Community Center - facilities provided by Westhab. Each session will consist of lessons in various art forms. (more details)

At the conclusion of each 12-week workshop, Nia will organize a public exhibition of visual arts created during the course of the workshop.

Nia will also prepare and present to the Client a final report on the workshop with good quality pictures of students, herself and the artwork. These pictures may be used for publication in electronic or print media, such as local Newspapers, Rotary publications, websites and social media platforms