

Baltimore Arts and Cultural Exchange (B.A.C.E.)

Zebra Kids Inc.

1207 Marston Drive
Bel Air, MD 21015



SOW 001 for Agreement to Perform Consulting Services

Date	Services Performed By:	Services Performed For:
May 26, 2015	Zebra Kids Inc. 1207 Marston Drive Bel Air, MD 21015	Ava Wanas Montessori School 7590 College Road Sykesville, MD 21784

This Agreement is issued pursuant to the Consultant Services Master Agreement (CSMA) between (“Client”) and B.A.C.E. and Zebra Kids Inc. (“Contractor”), effective May 26, 2015 (the “Agreement”). This Agreement is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this CSMA and the terms of this Agreement, the terms of this Agreement shall govern and prevail.

This SOW # 001 (hereinafter called the “SOW”), effective as of June 15, 2015, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on June 15, 2015, and shall continue through June 15, 2015.

Engagement Resource(s)

The Artistic Director of B.A.C.E. and Zebra Kids is Vincent R Oula (aka Zaipo Oula). He was born in Cote d’Ivoire in West Africa. Zaipo studied and toured with Les Guirivoires Dance de Rose Marie Guiraud which led to his touring the United States with Chuck Davis and the Brooklyn Academic Music Group in 1988.

Zaipo taught music and dance at Spellman College, G.A. in 1989 as well as at San Jose University, San Jose City College until 1994 then joined Garth Fagan Dance in Rochester, NY in 1995. Zaipo was a lead dancer and former founder of Savage Jazz Dance Company. In 1999 he moved to Maryland where he is raising his family while teaching in schools in the inner city. When teaching African culture, Zaipo focuses on teaching children and adults from different cultural backgrounds to learn authentic African rhythm and dance, weaving African cultural and historical meanings of African rhythm, dance and craft, into these teachings. Students are taught the ancient ways of communicating and socializing through movement, clapping, chants, footsteps and storytelling of Africa. Zaipo is trained in ballet, modern, and jazz dance and bring his own West African tribal dances to the United States. In 2002, he founded Zebra Kids, Inc. and BACE in 2014 to promote cultural awareness and traditions in attempt to create an outreach program for artistic cultural exchange.

Scope of Work

Contractor shall provide the Services or Deliverable(s) as follows:

The Contractor, BACE or Zebra Kids Inc. shall perform in a professional manner to the reasonable satisfaction of the Ava Wanas Montessori School.

Plan, organize, and provide African drumming performance according to the agreed upon schedule.

Comply with any policies and procedures of the facility.

Zebra Kids Inc. will operate in accordance to the Ava Wanas Montessori School calendar.

The Contractor will report to the program director or whoever oversees the program and will have the discretion to cancel or reschedule when there is a conflict. The contractor will not be penalized for any cancellation

Deliverable Materials

There are no formal deliverables or work products defined in association with these services.

Contractor Responsibilities

Except as otherwise specified in this agreement, all equipment, materials, and supplies required to carry out the provisions of this agreement to perform the services described above shall be furnished by Zebra Kids Inc. All such equipment and supplies shall be fit for their purpose to the reasonable satisfaction of the program director or whoever oversees the program.

Client Responsibilities

The program director or whoever oversees the program will provide the following services to adequately support the relationship as described in this agreement:

Provide publicity and marketing for the event.

Provide an adequate facility for the performance and supervise the program as it relates to the facility.

The program director or whoever oversees the program will have the discretion to cancel the performance. Any deposit for any cancelled performances is non-refundable.

The program director or whoever oversees the program agrees that BACE or Zebra Kids, Inc. can use any pictures, video, or any media images associated with said event on all marketing materials including but not limited to: website, social networking site, and printed materials.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$350.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value. A non-refundable deposit of \$100.00 is required at the time of execution of this agreement.

This figure is based on 1 hour of professional services. Contractor will provide up to 1 resources based on the following functional/rate structure.

Item Description	Number of Resources	Hourly Rate	Number of Hours
African Drumming and Dance workshop	1	\$350.00	1

Item Description	Number of Resources	Hourly Rate	Number of Hours

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center
7590 College Road Sykesville, MD 21784	Ava Wanas Montessori School	International Day

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expense if applicable. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party.

Waiver

BACE and host is released from all liability for personal injury, illness or property damage that may occur while on or off the premises where BACE or Zebra Kids, Inc. operates.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

The name of your organization

Baltimore Arts and Cultural Exchange (BACE)

By: _____
Name:
Title:

By: _____
Name:
Title: