

This **AGREEMENT** (hereinafter “Agreement”), effective **September 16, 2022**, (the “Effective Date”), is made by and between **IATSE ENTERTAINMENT AND EXHIBITION INDUSTRIES TRAINING TRUST FUND** (“Trust”), and Handy Foundation, a non-profit organization.

Background

Trust, solely in their role as Fiscal Agent for the California Film Commission (CFC) Pilot Skills Training Program, wishes to retain Handy Foundation to perform certain specified educational and evaluation services as described in this Agreement in Exhibit A. Handy Foundation wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement in Exhibit B. Funding for all services provided by this Agreement shall be provided by the California Film Commission and shall be administered by the Trust. The Trust cannot be bound by this Agreement or any other legal obligation to provide any funding other than that provided by the California Film Commission. The Trust is prohibited by Federal and State law from using any funds to pay for services provided under this Agreement other than the funds provided by the California Film Commission.

The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on September 15, 2022, the Effective Date, and terminate no later than June 30, 2023.
2. **Handy Foundation's Services.** Handy Foundation, subject to the terms of this Agreement, shall provide the services set forth in the attached Exhibit A (the "Services").
3. **Compensation.** In consideration of the Services, Trust shall compensate Handy Foundation as set forth in Exhibit B (the "Handy Foundation Fee").
4. **Confidentiality.** To the extent consistent with performances of Handy Foundation's duties under this Agreement, Handy Foundation and Trust agree to hold in confidence Confidential Information (defined hereafter). "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Handy Foundation or Trust become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt written notice within 5 calendar days so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

5. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) calendar days prior to the effective date of termination, which shall be specified in such written notice.

(b) Termination of this Agreement shall not release Trust from any accrued obligation to pay any sum to Handy Foundation (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date. Nor shall termination of this Agreement release

Handy Foundation from any accrued obligation to perform services already contracted and paid for, unless otherwise agreed to in writing and signed by both parties.

6. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if given in writing by Certified Mail to:

If to Trust:
IATSE E & E Training Trust
Attn: Liz Campos
Title: Executive Director
Address: 2210 W Olive Ave, Ste 300
Burbank, CA 91506

If to Handy Foundation:
Handy Foundation
Attention: RiKarlo Handy
Title: Executive Director
Address: [REDACTED]
[REDACTED]

This paragraph is not intended to apply to normal, daily communication between the parties related to progress of the work under this Agreement. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

7. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

8. **Assignment and Transfer.** Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

9. **Integration.** This Agreement (including Exhibit A and Exhibit B referred to herein and attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Trust and Handy Foundation by their respective duly authorized representatives.

10. **Modification.** This Agreement may be amended or modified only in writing and signed by both parties.

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11. **Ambiguities.** Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12. **Representations & Warranties.** Each party warrants and represents that neither performance hereunder nor any materials provided pursuant to this Agreement will (i) violate any applicable law, rule, or regulation, (ii) infringe on or violate any ownership rights, copyright protections, or other legal protections of another, or (iii) libel, defame, invade the privacy of, or otherwise violate the rights of any person or entity.

13. **Liabilities.** Each party will indemnify, hold harmless and defend the other and its officers, directors, and employees from and against any actual or alleged claims, liabilities, losses, demands, causes of action, judgments, settlements, and expenses (including, without limitation reasonable outside attorneys' fees) arising out of or in connection with (i) any actual or alleged breach by either party of any warranty, representation, or covenant herein, and (ii) any negligence, gross negligence or intentional misconduct by or on behalf of the indemnifying party in connection with performance under this Agreement.

14. **Audit.** Both parties shall keep true, complete, and accurate books of account and records pertaining to expenses incurred and total revenues received by each of them in connection with their respective obligations under this Agreement for three years after the end of this agreement term. This expense and net revenue information shall be made reasonably available to the other party for inspection by each party or its representative at its place of business during normal business hours at a time or times mutually acceptable to the parties. No reasonable request for an audit by either party shall be denied or unreasonably postponed.

15. **Relationship of the Parties.** Each party will perform its obligations under this Agreement as an independent contractor of the other party. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

16. **Publicity.** Neither party will issue any public announcement regarding the terms of this Agreement without the prior written consent of the other party. Any and all public announcements involving this relationship shall be subject to mutual approval.

17. **Non-Discrimination.** The parties do not and shall not discriminate on the basis of race, color, religious (creed), gender, gender identity, gender expression, age, national origin (ancestry), physical or mental disability, medical condition, genetic information, marital status, sexual orientation, or veteran or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. Both parties are committed to providing an inclusive and welcoming environment for all members of staff, clients, volunteers, subcontractors, vendors, and clients.

The parties are equal opportunity employers. The parties will not discriminate and will take appropriate and legal measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment regarding any employee or job applicant.

18. **Arbitration.** The parties agree that any disputes between them shall be submitted to final and binding Arbitration before a mutually agreed upon third party neutral, pursuant to the California Arbitration Act.

19. **Consultants' and Attorneys' Fees.** Each of the parties shall be responsible for, and pay in their entirety, its respective fees, costs, and expenses in connection with the subject matter of this Agreement and any audit that may be conducted as a result of the Agreement. Under no circumstances is any party to this Agreement entitled to attorneys' fees with regard to litigation resulting from this Agreement.

20. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

The foregoing is agreed to by:

Dated: 9/26/2022

Dated: 9/26/2022

DocuSigned by:

67672CC0E30D402... For Handy Foundation

DocuSigned by:

2AA287EE5F4D4F2... For IATSE TTF



EXHIBIT A

Services to be Provided by Handy Foundation

Handy Foundation hereby agrees to provide the following services:

Identify and recruit students (Students) from underserved communities for entry into various skills training courses and connect disadvantaged and disconnected job seekers to employment. These efforts may include life skills training, transportation assistance, registration and equipping the students with any necessary "tools for the trade."

Handy Foundation agrees to utilize CFC- Film and TV Tax Credit Program funds to support the training of [REDACTED] Students who will have completed training by June 30, 2023, the end of the contract period. If Handy Foundation identifies qualified candidates exceeding the [REDACTED] agreed upon Students, the Trust will consider reimbursing the agreed upon amount for up to [REDACTED] additional Students upon course completion. Reimbursement of these additional students will be dependent upon availability of funds at time of request. All students selected for the CFC 3.0 pilot by Handy Foundation are subject to program approval by the Trust.

Handy Foundation shall provide, on no less than a quarterly basis, the following information and services to Students, and will be taking part in the California Film Commission 3.0 Pilot Program:

- a.) Written Summary of Outreach/Recruitment
- b.) Students' Names
- c.) Contact Information (address, phone, email)
- d.) Voluntary Demographic Information (gender, ethnicity, age, military history, disability, personal income at start, personal income after 1 year, personal income after 2 years, personal income after 3 years, household income level, and education)
- e.) Students Expected Graduation Date
- f.) Students Preferred Trade upon graduation (grip, greenery, painter, etc.)
- g.) Summary of Students' attendance
- h.) Students' Challenges and Successes
- i.) Students' Support Services Needed/Utilized
- j.) Students' Retention & Attrition Rates
- k.) Internship Placements
- l.) Work Placements (include length of employment & wages)
- m.) Expenditures to date
 - a. Quarterly
 - b. Annual
- n.) Activities/Curriculum completed to date
- o.) Testimonials from Students

*The Trust will provide an excel document which will be used to track some of the required information. The excel document, in addition to other required information not included in the excel document, must be completed and returned to the Trust.

Handy Foundation further agrees to follow the students for a period of no less than three years upon successful completion of the program. Handy Foundation will continue to track the Students' careers including changes in job status and income as part of the California Film Commission 3.0 Pilot and provide this information to the Trust on no less than a quarterly basis.

Training updates must be provided to the Trust on the following dates, unless otherwise agreed to by the parties in writing:

1. Monday September 19, 2022
2. Monday December 12, 2022
3. Monday March 20, 2023
4. Monday June 19, 2023

EXHIBIT B
COMPENSATION

The Trust agrees to compensate Handy Foundation for the services set forth in Exhibit A as follows:

1. Handy Foundation shall provide quarterly invoices for services provided during the prior quarter. Said invoices shall include hours of services provided, types of services provided, by whom the services were provided, and the amounts for such services, on an itemized basis, for each student.
2. Invoices along with all required documentation must be received by the Trust no later than the following dates, unless otherwise agreed to by the parties in writing:
 - a. Monday September 19, 2022
 - b. Monday December 12, 2022
 - c. Monday March 20, 2023
 - d. Monday June 19, 2023
3. The Trust shall secure funding estimates for training services from the California Film Commission after no more than 2 allocation periods.
4. Under no condition shall the Trust pay Handy Foundation more than [REDACTED] of the net revenue available for training services paid to the Trust by the Film Commission up to [REDACTED]. Handy Foundation will receive up to [REDACTED] per individual who is approved and accepted into this training program and Handy Foundation will invoice the Trust when approved students complete training.
5. As a matter of Federal and State law, the Trust has a fiduciary duty to charge for all services rendered and not to use any of its assets whatsoever for this program.
6. The Trust shall have the unrestricted right to ask for an accounting of all funds spent as set forth in this Agreement and to pay only for services properly and lawfully rendered and documented.