

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Southwest Alabama Workforce Development Council
AND
Sock Enterprises, Inc. and E.P.I.C Enterprises, LLC**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Southwest Alabama Workforce Development Council Region 9, Inc. (hereinafter referred to as “SAWDC”) and Sock Enterprises, Inc. and E.P.I.C. Enterprises, LLC (hereafter collectively referred to as “Project Managers”).
2. **Purpose.** The purpose of the MOU is to establish the terms and conditions under which Project Managers for the purpose of delivering and managing all aspects of the SAWDC Worlds of Opportunity (hereafter referred to as (“WoO”) – a 2-day interactive career expo for 8th grade students in the SAWDC nine-county region, which includes Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington, and Wilcox counties.
3. **Terms of MOU.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until October 30, 2017. This MOU may be terminated, without cause, by any party upon 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed on the cover.
4. **Payment.** No payment shall be made to either party by any of the other parties as a result of this MOU except as provided by section 5.B.1.
5. **Responsibilities.**
 - A. **Project Managers:**
 1. Perform all tasks as outlined in the **proposal from Project Managers** as per **Exhibit A** attached.
 2. Submit invoice to SAWDC as outlined in **Exhibit A** attached.
 - B. **SAWDC:**
 1. Provide payment to Project Managers within thirty days following the receipt of the approved invoice submitted according to Exhibit A attached.
6. **General Provisions**
 - A. **Entirety of Agreement.** This MOU, consisting of 4 pages (excluding exhibits), represents the entire and integrated agreement among the parties and supercedes all prior negotiations, representations and agreements, whether written or oral.
 - B. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by

and among the parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

- C. No Agency, etc.** It is understood and agreed that neither Project Managers nor SAWDC shall be considered or construed to be a partner, fiduciary, agent, principal, or associate of each other in the performance of this MOU or liable for any debts incurred by or on behalf of the other.
- D. Immigration Law.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- E. Severability Clause.** It is further agreed that, if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the course of this Agreement, then that conflicting provision in the MOU shall be deemed null and void and the rest of the MOU shall be enforceable.
- F. Governing Law.** The Constitution and laws of the State of Alabama shall govern this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED:

PROJECT MANAGERS:

Karen Sock, President and CEO
Sock Enterprises, LLC

Date

Paige Roberts, Owner
E.P.I.C. Enterprises, LLC

Date

SAWDC:

Laura Chandler, Executive Director
Southwest Alabama Workforce Development Council Region 9, Inc.

Date