

# NATIONAL BAR ASSOCIATION

**Memorandum of Understanding**  
**National Association for the Advancement of Colored People**  
**And**  
**The National Bar Association**

This Memorandum of Understanding ("MOU") establishes a partnership between the National Association for the Advancement of Colored People ("NAACP") and The National Bar Association ("NBA") (collectively "The Parties"), as a strategic partner implementing mutually agreed upon initiatives and programming, and building the capacity and infrastructure of both organizations for sustainable impact in our communities and society. This document and its various appendices, all which are incorporated herein by reference, set forth the mutually beneficial commitment and terms for both organizations.

**I. ORGANIZATIONAL MISSIONS**

**NAACP**

Founded in 1909, the NAACP is the nation's oldest and largest grassroots civil rights organization. The mission of the NAACP is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination. The NAACP through its 2200 units in all 50 states and a reach of over 500,000 online followers continues to fight for social justice for all Americans.

**The National Bar Association**

Founded in 1925, the NBA is the nation's oldest and largest national network of predominantly African-American attorneys and judges. It represents the interests of approximately 65,000 lawyers, judges, law professors and law students. The NBA is organized around 23 substantive law sections, 9 divisions, 12 regions and 80 affiliate chapters throughout the United States and around the world.

The objectives of the NBA are "to advance the science of jurisprudence; improve the administration of justice; to preserve the independence of the judiciary and to uphold the honor and integrity of the legal profession; to promote professional and social intercourse among the members of the American and the international bars; to promote legislation that will improve the economic condition of all American citizens, regardless of race, sex or creed in their efforts to secure a free and untrammelled use of the franchise guaranteed by the Constitution of the United States; and to protect the civil and political rights of the citizens and residents of the United States."

**II. PURPOSE**

The NAACP and the NBA, share common priorities and interests in ensuring the political, educational, social, and economic, equality of rights of all persons and eliminating race-based discrimination. Because of the shared principle commitment to equal rights and social justice, and the significant impact which can be made through the magnitude of combined resources, expanded core capacities and infrastructure (See **Appendix A**), the NAACP and the NBA are collaborating to fulfill this aspect of the missions of both organizations. Accordingly, the NAACP and the NBA, agree to work together to increase the number of members of the NBA, with active membership in the NAACP (and vice versa), as well as participation in advocacy campaigns.

Through this MOU, NAACP State/State-Area Conferences, Branches, Youth Units ("collectively Units") and affiliate chapters of the National Bar Association, will seek to implement programs and initiatives which protect democracy, eliminate racism and discrimination, ensure equity and equal justice in our society, and increase electoral participation and civic engagement.

Our shared objectives are grounded in the following goals:

- To ensure the political, educational, social, and economic equality of all citizens;
- To achieve equality of rights and eliminate race prejudice among the citizens of the United States;
- To remove all barriers of racial discrimination through democratic processes;
- To seek enactment and enforcement of federal, state, and local laws securing civil rights;
- To inform the public of the adverse effects of racial discrimination and to seek its elimination; and,
- To educate persons as to their constitutional rights and to take all lawful action to secure the exercise thereof, and to take any other lawful action in furtherance of these objectives.

### III. SCOPE OF WORK AND ACTIVITIES

This MOU seeks to maximize the resources and outreach efforts of the NAACP and the NBA, to the African American community and other people of color. This MOU is not intended to promote or endorse any commercial product or services or any specific individual or political party.

Pursuant to the terms of this MOU, and in the spirit of true collaboration, the NAACP and the NBA intend to:

- Formulate a strategy to provide, where possible, legal protections against voter suppression in African-American communities in the 2018 Midterm elections;
- Partner to provide voter education and training in all communities of color with a focus on Georgia, Florida, North Carolina, Michigan, Pennsylvania and Ohio;
- Conduct, as resources allow, voter registrations in all communities of color, both rural and urban;
- Leverage our base of advocates and activists in order to implement initiatives and programs in the areas of civic engagement that strengthen our voice through voter education, mobilization and participation;
- Focus on civic participation among infrequent Black voters by registering new Black voters and mobilizing infrequent Black voters in targeted geographies across the United States;
- Devise strategies to equip and empower members of the NAACP and the NBA to protect vulnerable citizens at voting precincts;
- Equip members of the NAACP and the NBA to provide a combined legal presence against voter suppression, intimidation and harassment during the 2018 Midterm elections (these things have already begun through court rulings and legislation)

The strategic partnership will build a sustained infrastructure by leveraging advocates and activists of the NAACP and the NBA, who will provide leadership for racial and social justice in 2018 and beyond.

The NAACP will provide state based Voter Access Network (VAN) access to the NBA, and provide trainings. After the 2018 election, the NAACP and the NBA, will engage the membership base of both organizations regarding the decennial Census, redistricting, and the 2020 elections.

The Parties recognize that there will be National, Regional, State and Local projects and initiatives that both organizations, through its affiliates and units, will seek to perform together or develop. These

additional efforts can and should proceed as an extension of the scope of work articulated in this section of the MOU. For additional scope of work and activities, please see **Appendix B**.

#### **IV. FUNDING, FINANCIAL CONSIDERATION AND RESOURCES**

There are no specific funding or financial considerations assumed in this MOU. Each party shall bear its own expenses, including but not limited to, administrative costs and any travel expenses related to each party's respective participation. Joint resource agreements and special development campaigns can be developed through joint consent of both organizations.

#### **V. MONITORING, REPORTING AND EVALUATION**

The Parties will meet at least monthly to determine progress and goal milestones. More frequent meetings via teleconference may be scheduled in the months prior to each organization's National Convention. Evaluation may be conducted through surveys, focus groups and individual interviews co-developed by both organizations and shared with each NAACP Unit and the NBA to track the level of participation and implementation of the planned programs.

#### **VI. CONFIDENTIALITY**

Each party to the MOU shall retain all rights, without limitation, to its own membership lists and other confidential information if exchanged or used for derivative works during the course of this MOU. The parties are under no obligation to exchange membership lists or other confidential information. Information collected and/or exchanged during the course of this MOU will be kept confidential and in a secure environment. Unless required by law, no third party disclosure or other use, will be permitted unless expressly agreed to in writing by both parties.

#### **VII. INTELLECTUAL PROPERTY**

Each party shall retain its respective rights, title and interest in and to its intellectual property existing at the time of execution of this MOU, along with all modifications, improvements, upgrades and derivatives thereof. For purposes of this MOU, "intellectual property" shall mean all trademarks, service marks, trade names, trade secrets, patents, copyrights, rights of publicity and all other forms of intellectual property protected by law, and embodiments thereof. Each party shall obtain prior written approval from the other party for any use of the other party's intellectual property. Written requests for use of a Party's intellectual property shall be made to the Points of Contact listed herein or any successor in the position of an individual listed.

#### **VIII. NON-EXCLUSIVITY**

This MOU in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

#### **IX. REPRESENTATIONS**

Each party represents that it has all requisite power and authority to execute, deliver, and perform the activities described in this MOU, and that the MOU has been duly authorized by the proper authorizing official(s) of each party.

**X. MEDIA, COMMUNICATIONS AND PROTOCOL**

All press releases and use of either Party's service marks and/or logos, require written approval. The requests should be directed to each organization's executive offices who will coordinate with the appropriate officials to obtain such permission, which shall not be unreasonably withheld.

All general mailing and email distribution to NBA members and affiliates and NAACP members and Units, will be coordinated by and performed by the respective parent organization.

**XI. TERM OF UNDERSTANDING**

The term of the MOU begins on the date of execution below and ends on August 31, 2020. The MOU may be extended upon written mutual agreement.

Either party may terminate this MOU upon thirty (30) days written notice.

**XII. ENTIRE AGREEMENT**

This MOU is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the parties with respect to such subject matter and all past courses of dealing or industry custom.

**XII. AUTHORIZATION**

The signatures below indicate agreement with this MOU.

*National Association for the Advancement of Colored People*

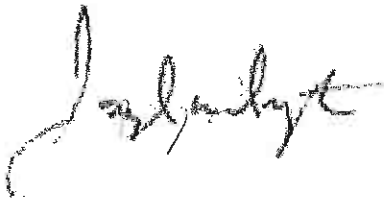


9/6/18

Derrick Johnson  
President & CEO

Date

*The National Bar Association*



Joseph Drayton  
President

Date September 5, 2018



## APPENDIX A:

The NAACP and the NBA agree upon the following partnership principles:

- **Members are the core of our power:** Our members are represented within various key communities (New American majority, seniors, union households, various employment sectors, etc.) and should be fully engaged to ensure they are an active part of the strategic partnerships we engage in at various levels. This point also recognizes that our campaigns partnerships cannot be one-dimensional or rooted in one section of the progressive movement. Here, targeted pluralism in service of a comprehensive shared agenda is essential.
- **Collective power is transformational power:** The path to power must include a broad base of communities. This is rooted in the notion of having mutually beneficial relationships that are driven to make real change happen collectively, which is essential to reaching scalable independent power (IP).
- **Long-term investments are essential:** Strategic partnerships require a deep level of coordination and long-term collaboration. This means that at times we are growing the work we are doing in partnership with an organization and at times growing the capacity of a partner. There may be instances where a partnership is time bound but most should be seen as long-term investment vehicles.
- **Resource optimization is ideal:** The goal is to optimize collective resources and capacities towards a shared agenda. This will require at times helping the partner to build its' own sustainability program to ensure its viability as a partner and as an independent organization. This requires a level of transparency and accountability that is applied evenly to all partners.
- **Transformative relationships are key:** While we may need to have some campaign-based and vendor relationships with organizations for short-term work, the goal of the partnership is to develop and strengthen long-term relationships with like-minded organizations. These relationships must span our work on multiple issues that drive a shared understanding and a consensus that economic and racial inequality is the central issue holding back our communities.
- **Strengthening Core Capacities:** Our work should lead us to developing the capacities needed on the ground to advance our agenda.
- **Moving a shared agenda is required:** Our partnerships must be rooted in the notion that we are moving a shared agenda in service of racial justice. This requires the partnership to explore and agree to a mission, vision and purpose.

The NAACP and the NBA agree that the following shared core capacities will direct our ability to drive fair campaigns and elections. These core capacities represent the essential functions that we have identified as the critical elements that we collectively need to grow and develop through an agreed-upon division of labor to successfully organize our communities and protect civil rights including the right to vote:

- **Field**
  - Education—Town Hall meetings, Legal Clinics, etc.
- **Communications**—this includes but is not limited to
  - Earned Media—Television, Radio, Online (Blogs, Vlogs, etc.);
  - Paid Media—Television, Radio, Signage, Online (Blogs, Vlogs, etc.);
  - New Media—Smart Phone Applications and Mobile Sites; and

- **Social/Engagement Media**—Facebook, Twitter, Instagram, etc.
- **Advocacy**—
  - **Pro Bono legal assistance** —litigation, amicus brief writing
- **Research**
  - **Legal Research**—effect of voting restrictions on black citizens
  - **NAACP**: polls, assessment of vulnerable districts, strategic
- **Leadership Development and Base Building.**
  - **Leadership Training**: NBA Leadership Institute, NEXTGEN, L500

## **APPENDIX B:**

### **Expanded Scope of Work and Activities**

#### ***Voter Protection/GOTV***

##### ***The NAACP will:***

- Identify at least 10 targeted states in which voter protection advocacy is needed and where the NBA will seek to provide legal assistance
- Designate a NAACP branch member to work with its area affiliate chapter(s) of the NBA to coordinate addressing voter suppression in designated State/Local Jurisdiction
- NAACP will provide other strategic guidance to the NBA as is warranted through the November 6, 2018 General Election
- Provide Voter Data and Analysis for GOTV efforts as required

##### ***The NBA will do the following:***

- Partner with NAACP State/State-Area Conferences, Branches, and Youth Units ("collectively Units") to co-host at least 1-2 voter protection seminars/webinars in each NAACP-identified targeted State
- Identify a national designee (1-2 members of the NBA, assigned by the NBA President) to work with designated NAACP staff member
- Try to recruit at least 80 members to participate in various aspects of the NAACP Voter Protection activities, including but not limited to: voter education, election protection phone banking/precinct standby, and representing NAACP Units/members in litigation before or on Election Day
- Participate in co-branded messaging on its various social media/website channels and Traditional Media
- Cross promote NAACP/SCSJ created Voter Guides on its website
- NBA will create a tracking system to determine number of lawyers participating in election protection

#### ***Data and Analytics***

##### ***The NAACP will produce for all targeted geographies the following:***

- Determine Citizen Voting Age Population (CVAP) and voter registration levels for community of color populations
- Determine voter registration deficit, if any, for community of color populations
- Set voter registration goals designed to achieve parity
- Determine past and projected future turnout levels of community of color populations and non-community of color registered voters
- Determine the average turnout deficit, if any, for community of color populations
- Set turnout goals designed to achieve parity
- Project the impact on political power and influence by communities of color if parity in voter registration and turnout is achieved
- Select the most promising geographies



*The NAACP will produce for all targeted geographies the following:*

- Determine demographic profiles community of color populations, registered and unregistered, including age and income distributions and other relevant characteristics
- Similarly, determine geographic distributions (e.g., residential clusters and distribution across media markets)
- Determine electoral history of registered voters (length of registration; turnout rates)
- Create community organizing tool to provide detailed profiles and lists of two segments of community of color populations – unregistered and low- to medium-propensity voters
- Deliver data and tools to community organizers

*The NAACP will provide the following ongoing data support:*

- Update models and voter contact lists as voter files are changed and made current
- Update/build models and refresh voter registration and turnout goals as new information becomes available
- Assist organizers in the effective use of tools and data provided and in monitoring progress