

**PHI BETA SIGMA**

**Memorandum of Understanding Between**  
**National Association for the Advancement of Colored People**

**And**

**Phi Beta Sigma Fraternity Inc, Incorporated**

This Memorandum of Understanding (MOU) establishes a partnership between the National Association for the Advancement of Colored People (NAACP) and Phi Beta Sigma Fraternity, Inc, Incorporated ("Sigma" "PBS" or "Fraternity"), 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 sets 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 National Association for the Advancement of Colored People (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.

#### **Phi Beta Sigma Fraternity, Inc.**

Phi Beta Sigma Fraternity was founded at Howard University in Washington, D.C., January 9, 1914, by three young African-American male students. The Founders, Honorable A. Langston Taylor, Honorable Leonard F. Morse, and Honorable Charles I. Brown, wanted to organize a Greek letter fraternity that would truly exemplify the ideals of brotherhood, scholarship, and service.

The Founders deeply wished to create an organization that viewed itself as "a part of" the general community rather than "apart from" the general community. They believed that each potential member should be judged by his own merits, rather than his family background or affluence...without regard to race, nationality, skin tone or texture of hair. They desired for their fraternity to exist as part of an even greater brotherhood which would be devoted to the "inclusive we" rather than the "exclusive we".

From its inception, the Founders also conceived Phi Beta Sigma as a mechanism to deliver services to the general community. Rather than gaining skills to be utilized exclusively for themselves and their immediate families, they held a deep conviction that they should return their newly acquired skills to the communities from which they had come. This deep conviction was mirrored in the Fraternity's motto, "Culture for Service and Service for Humanity".

Today, Phi Beta Sigma has blossomed into an international organization of leaders. No longer a single entity, members of the Fraternity have been instrumental in the establishment of the Phi Beta Sigma National Foundation, the Phi Beta Sigma Federal Credit Union and The Sigma Beta Club Foundation. Zeta Phi Beta Sorority, founded in 1920 with the assistance of Phi Beta Sigma, is the sister organization of the Fraternity.

## **II. PURPOSE**

The National Association for the Advancement of Colored People and Phi Beta Sigma Fraternity, Incorporated share common priorities and interest 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 Phi Beta Sigma Fraternity, Incorporated are collaborating to fulfill the mission of both organizations. Accordingly, the NAACP and Phi Beta Sigma Fraternity, Incorporated, agree to work together to increase the number of Fraternity members with active memberships in the NAACP, as well as participation in advocacy campaigns.

Through this MOU, NAACP State/State-Area Conferences, Branches and Youth Units and Phi Beta Sigma Fraternity, Incorporated Graduate and College Chapters will implement programs and initiatives which protect democracy, eliminate racism and discrimination, ensure equity and equal justice in our society, and increase democratic participation and civic engagement.

The NAACP and the Fraternity will also work on educational initiatives that ensure an equal and quality education for all children; develop and mentor youth leaders for the 21st century through leadership development programs. In partnership, we will work to have a positive impact on increasing wellness initiatives and quality of life for families and communities through physical and mental health programming, and work to enhance the economic growth of our communities through financial and economic empowerment, advocate for fairness and equity in the criminal justice arena and ensure environmental justice and climate change is addressed as a priority in our communities.

Our shared objectives are grounded in the following:

- 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 Phi Beta Sigma Fraternity, Inc., to the African American community and other people of color. This MOU is not intended to promote or endorse any commercial product or services.

Through this MOU, NAACP State/State-Area Conferences, Branches and Youth Units and Phi Beta Sigma Fraternity, Incorporated Graduate and College Chapters will implement programs and initiatives that protect democracy, fairness and equity, increases democratic participation and civic engagement; implements educational initiatives that ensures an equal and quality education for all children; develops and mentors youth leaders for the 21st century through leadership development programs. In partnership, we will work to have a positive impact on increasing the wellness and quality of life for

families and communities, through physical and mental health programming, and work to enhance the economic growth of our communities through financial and economic empowerment.

Specifically, under this MOU, The NAACP and Phi Beta Sigma Fraternity, Incorporated intend to collaborate on the following:

- **Civic Engagement** - We will leverage our base of advocates and activists, who will implement initiatives and programs in the areas of civic engagement that strengthen our political voice through voter education, mobilization and participation. We will 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. We will work to increase the opportunity for Black voters to demonstrate their support for candidates who champion racial justice and equity and who support progressive legislation that advances all communities. The strategic partnership will build a sustained infrastructure by leveraging advocates and activist of the NAACP and Phi Beta Sigma Fraternity, Inc. who will provide leadership for racial and social justice in 2018 and beyond, by electing individuals on the local and state level, who support legislation that is beneficial to our communities. The NAACP will provide state-based VAN access to Phi Beta Sigma Fraternity, Inc. and provide trainings. After the 2018 election, the NAACP and Phi Beta Sigma Fraternity, Inc., will activate the membership base of both organizations, on the decennial Census, redistricting and the 2020 elections.
- **Issue Area Priorities (Programmatic):** The NAACP and Phi Beta Sigma have identified key programmatic priorities. Each organization will encourage their local chapters to consider partnering on one or more of the following issue areas to target their advocacy efforts in their respective locality.
  - **Education** - The NAACP and Phi Beta Sigma, Inc., will engage its local leadership and members in advocacy for equity and quality education for all students. Through NAACP Units and Phi Beta Sigma Fraternity, Inc. chapters, we will collaborate on improving the education of students in public schools through tutorial and mentorship programming; equitable education policies on the state and local levels and dismantling the school to prison pipeline. Additionally, we will collaborate on the plight of young African American Males, we will encourage academic excellence and achievement, and ensure college and career readiness through the Sigma Beta Club, in conjunction with the NAACP Youth and College Division and ACT-SO program.
  - **Health** - The NAACP and Phi Beta Sigma Fraternity, Inc., will work in partnership to improve health conditions that adversely affect men of color. Through mutual programming of the organizations, seminars and webinars will be conducted that provides information on creating and sustaining a healthy lifestyle through nutrition and physical activity for African American men and their families.
  - **Financial and Economic Empowerment** - In partnership, the two organizations will collaborate on enhancing the financial literacy African American people and other communities of color through financial economic education; individual and community asset building initiatives; diversity and inclusion in business hiring, career advancement and procurement; and monitoring financial banking practices.
    - In collaboration, NAACP Units with Phi Beta Sigma Fraternity, Inc., chapters, will conduct financial education seminars and webinars that will focus on inequality and wealth creation; asset building; credit rehabilitation and financial planning.

- **Criminal Justice** - We will work effectively to advocate reform around police brutality, gun violence, racial disparities within the judicial system including arrests, prosecutions, and sentencing.
- **Environmental Justice** - The leadership of NAACP and Phi Beta Sigma Fraternity, Inc., on the national and local levels will work together to address the impact of climate change in the African American community to impact the reduction of harmful emissions, such as coal plants and other toxic emissions in our communities. We will advocate for the enforcement regulations of federal, state, and local levels and focus on ensuring corporate responsibility and accountability.
  - We will strengthen community resilience and livability ensuring the implementation of sustainability/climate action planning that integrates policies and practices on advancing food justice, advocates for transportation equity, upholds civil and human rights in emergency management, and facilitates participatory democracy.
- **Membership** – Phi Beta Sigma Fraternity, Inc., will encourage its collegiate and graduate members to become active annual or Silver Life Members of the NAACP. Phi Beta Sigma Fraternity, Inc., will encourage each chapter to become members of their local branch of the NAACP.
- **Leadership Development** - In collaboration, the NAACP and Phi Beta Sigma Fraternity Inc., will work to build a core of new leaders for the 21st Century. Through the NAACP Youth and College Division, NextGEN, Leadership 500 program and Phi Beta Sigma Fraternity, Inc., leadership development programs a cadre of new leaders will be trained through participation in joint programming, to assume leadership roles in our organizations and communities. The NAACP will reserve 5 slots for members of Phi Beta Sigma for NextGen training and 4 slots for members of Phi Beta Sigma for Leadership 500 Training.
- **Community Building** - The NAACP and Phi Beta Sigma Fraternity, Inc., will work to develop a mapping infrastructure and targeting as a product of the NAACP's data and analytic hub.

We recognize that there will be National, Regional, State and Local projects or initiatives that both organizations will collaborate and/or develop together. 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 Partners' organizational representatives 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 organizations National Convention. Evaluation will be conducted through surveys, focus groups and individual interviews co-developed by both organizations and shared with each Sigma Chapter and NAACP Unit to track the level of participation and implementation of the planned programs.

#### **VI. CONFIDENTIALITY**

Each party to the MOU shall retain all rights to its own membership lists and other confidential information exchanged or used for derivative works during the course of this MOU. 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. Please refer to **Appendix C** for specifics regarding the Data Sharing and Confidentiality.

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

Each party shall retain its respective right, 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.

#### **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 its obligations under this MOU, and that the execution, delivery, and performance of this MOU by each party 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 organizations 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 individual sorority members and chapters and NAACP members and units, will be coordinated 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, 2019. 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 and merges 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.

**Phi Beta Sigma Fraternity, Inc.**

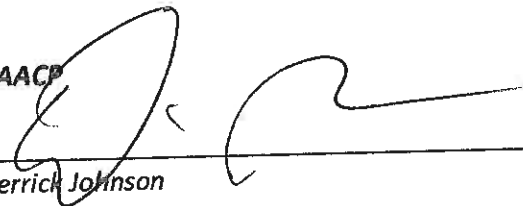
 (waa)

October 15, 2018

Michael E. Cristal  
International President


Date

**NAACP**

  
Derrick Johnson  
President & CEO

10/19/18

Date



## APPENDIX A:

Phi Beta Sigma and the NAACP 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 Progressive communities that have the depth and strength to elect champions, win issue fights and sustain our shared agenda. This is rooted in the notion of having mutual beneficial and democratic 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 through successful electoral and issue campaigns. Winning in those areas, necessitates that we strengthen the capacities needed to win.
- **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 that is connected to electing champions, winning issue fights and/or sustaining our previous gains.

Sigma and the NAACP agree that the following shared **core capacities** will direct our ability to drive campaigns, engage in elections and generate a measurable level of influential power. 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, win elections with Progressive champions, and drive a progressive agenda for people of color:

- **Field**—organizing, canvass, mobilization, online/offline engagement, acquisitions
- **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**—grassroots and grassroots lobbying, online petitions, etc.
- **Policy**—state and local Progressive policy model development
- **Research**—electoral and issue campaign research to identify targets, develop and refine communications, and inform field work
- **Leadership Development and Base Building** – constituency engagement, activist development, progressive engagement, volunteerism; and, candidate recruitment and development.

Phi Beta Sigma and the NAACP agree that critical organizational infrastructure is needed to support our joint work. The elements of critical organizational infrastructure include:

- **Legal Structure** - this includes but is not limited to
  - Tax Status—501C3, 501C4, 501C5, 501c7, PACs, etc.;
  - Governance—Effective and focused Board of Directors, shared vision, volunteer Board, membership base; and
  - Geography—International, national, state and local
- **Staffing Structure** - diverse and representative leadership and staff with clear roles and responsibilities for developing and executing organizational programs; staff development opportunities for leadership development.
- **Revenue Models** - including effective field-based fundraising models, service-based models of recurring revenue, foundation and individual donor recruitment, co-op models of economic democracy for organizations to develop and control community resources with revenue reinvested in the communities, etc.
- **Technology** - servers, computers, equipment, etc.
- **Fixed Assets** - property, vehicles, etc.

## APPENDIX B:

### Expanded Scope of Work and Activities

#### ***Voter Mobilization/GOTV***

- PBS Chapters will agree to partner with their local NAACP Branches and or representatives of the state conference to co-host at least 2-3 voter registration drives
- NAACP will make target infrequent voter addresses available for PBS Chapters through the Voter Activation Network (VAN)
- Designated NAACP branch member will work with local PBS chapter to coordinate the submission of PBS voter registrations in the VAN.
- PBS will identify a national designee (1 -2 members of PBS assigned by the national president) to work with designated NAACP staff member
- PBS will encourage its member lawyers to participate in Voter Protection activities along with the NAACP.

#### ***Census***

- PBS Chapters will submit names of members to serve on Census advisory boards
- PBS Chapters will partner with NAACP Branches and or state conference to host at least 1 census forum in 2019
- PBS and the NAACP will partner with the Census Bureau and highlight updated materials on social media - FB, IG and Twitter.

### ***National Partnership***

- The NAACP will agree to send a national representative, i.e. President, Chairman, Chairman Emeritus, Washington Bureau Chief, or Program Director to attend and participate as a panelist during the annual Sigma Day on Capitol Hill
- The NAACP will provide PBS updated action alerts as well as electronic copies of the annual congressional report card on Congress' voting records.
- PBS and the NAACP will cross post messages that highlight our national partnership and advance messages that features the mission work of both organizations on social media. (i.e. issues that include but are not limited to voting rights, healthcare, gun reform, education reform, wealth gap, etc.)

### ***Membership***

- The NAACP will track the number of new memberships received by PBS with a unique "PBS" tracking code through the NAACP Membership department for reporting purposes.
- PBS Chapters will encourage its current members to join with an annual membership or silver life membership and to track it via the assigned PBS code.

### ***Mapping***

- The NAACP will provide national GIS mapping of organizational infrastructure for Phi Beta Sigma.
- Phi Beta Sigma will work with the NAACP digital team to establish the online foot print of the mapping effort aligned with the NAACP Data and Analytics hub.
- The NAACP will develop both static and dynamic maps that can be used for print, publications, social media and real time information manipulation.
  - The NAACP will create and lead trainings on mapping basics for Phi Beta Sigma.

### ***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:*

- 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 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.

## **APPENDIX C:**

### ***Data Sharing and Confidentiality***

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NAACP and Phi Beta Sigma agree as follows:

1. **Information Sharing.** The parties hereto wish to explore an opportunity of mutual interest, as described in the parent MOU which is hereby incorporated into this Agreement, and to that end have agreed to share certain Information with one another, subject to the terms and conditions of this Agreement. The term "***Information***" for purposes of this Agreement means certain data for particular states selected by NAACP that are available to NAACP through its contractual relationship with certain data providers (the "***NAACP VAN***"); and (ii) without limitation, any other information disclosed or made available by NAACP, either directly or indirectly, in writing, orally or by inspection of tangible or intangible objects. As between NAACP and Phi Beta Sigma, NAACP shall own all right, title, and interest in and to the Data created, supplemented, corrected or otherwise enhanced by the Phi Beta Sigma in performing activities subject to the Agreement available through the use of the NAACP Models. Phi Beta Sigma shall have a non-exclusive, limited right and license to use the Data for the activities agreed to under this agreement.

2. **Confidentiality.**

(a) **General.** Phi Beta Sigma agrees to hold and treat all Data and NAACP Information strictly confidential. Phi Beta Sigma agrees not to, directly or indirectly: (i) use any Data or NAACP Information except (A) as strictly permitted under this Agreement, or (B) for any other use approved in advance in writing by NAACP; (ii) disclose any NAACP Information to any third party; or (iii) permit any Data or NAACP Information to be disclosed to or examined or copied by any third party. NAACP Information also includes any information that has been made available to Phi Beta Sigma by any third party and which NAACP is obligated to keep confidential. Phi Beta Sigma may disclose Data or NAACP Information if required to do so by a governmental entity or pursuant to applicable law; provided, however, that in such event Phi Beta Sigma shall promptly give NAACP written notice of such requirement prior to disclosing any Information so that NAACP may seek a protective order or other appropriate relief. For the avoidance of doubt, NAACP Information also includes the identities of the parties hereto and the existence of this Agreement. The parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Data or NAACP Information prepared by Phi Beta Sigma

(or anyone to whom it discloses such Information) shall be owned solely by NAACP and treated as NAACP Information under this Agreement.

(b) **Maintenance of Confidentiality.** Phi Beta Sigma will take all measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, Data and NAACP Information. Phi Beta Sigma will not use Data or NAACP Information in a manner that will result in a breach or default by NAACP under NAACP's agreement with its data vendors. Without limiting the foregoing obligations, Phi Beta Sigma will take at least those measures that Phi Beta Sigma takes to protect its own most highly confidential information. Phi Beta Sigma may only disclose Data and NAACP Information to its employees who have a need to know such Information; provided, however, that Phi Beta Sigma shall ensure that such employees comply with the terms of this Agreement. Phi Beta Sigma shall not make any copies of NAACP Information. Phi Beta Sigma will promptly notify NAACP in the event of any unauthorized use or disclosure of any Data or NAACP Information.

3. **Indemnification.** Phi Beta Sigma will defend and indemnify NAACP from and against all claims, demands, proceedings of any kind, damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) arising from any failure by Phi Beta Sigma to comply with the terms and conditions of this Agreement.

4. **Communications with Media.** Without limiting any other obligations set forth in this Agreement, Phi Beta Sigma shall not share any Data or NAACP Information with the press or media or communicate with the press or media regarding NAACP or the activities undertaken pursuant to this Agreement in each case without the prior written consent of NAACP.

5. **No Warranty.** ALL INFORMATION PROVIDED BY NAACP IS PROVIDED "AS IS." NAACP MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY DATA OR INFORMATION DISCLOSED HEREUNDER.

6. **Return of Information.** All NAACP Information and copies thereof which are in the possession of Phi Beta Sigma shall in each case be and remain the property of NAACP and shall be promptly destroyed or returned upon NAACP's written request.

7. **No License.** Nothing in this Agreement is intended to grant any rights to Phi Beta Sigma under any patent, trademark, copyright, trade secret or other intellectual property right nor will this Agreement grant to Phi Beta Sigma any rights in or to NAACP Information except as expressly set forth herein.

8. **No Conflicting Obligation.** Phi Beta Sigma represents and warrants that Phi Beta Sigma's execution, delivery and performance of this Agreement will not cause any breach, default or violation of any nondisclosure, confidentiality or other agreement to which Phi Beta Sigma is a party or by which Phi Beta Sigma is bound.

9. **Term.** The term of this Agreement shall commence on the Effective Date. NAACP shall have the right to terminate the term of this Agreement at any time, upon providing fifteen (15) days' prior written notice of termination.

10. **Disputes.** If either party has a dispute or claim against the other party (a "Claim") that has not been resolved informally by the parties, that party will provide a written description of the Claim to the other party and both parties shall make a good faith effort to resolve the Claim. Any Claim arising out of or relating to the Agreement that cannot be resolved by the parties shall be settled by final and binding arbitration by the American Arbitration Association's Commercial Arbitration Rules and Procedures, as amended by the terms of the Agreement. The arbitration shall take place in the District of Columbia and conducted in strict confidence. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration, and the arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the parties' proprietary and confidential information. The arbitrator shall apply the substantive law of the District of Columbia (exclusive of its choice of law principles), or if applicable, U.S. federal law (including federal arbitration law). The arbitrator's decision

shall follow the plain meaning of the relevant documents and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. The arbitrator's power to award damages shall be limited by the terms of the Agreement, and no arbitration award may provide a remedy beyond those permitted under the Agreement. Any award providing a remedy not permitted under the Agreement will not be valid and shall be vacated. No Claim may be brought as a class action, combined or consolidated with any other proceedings, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party may act as a class representative or participate as a member of a class of claimants with respect to any Claim. Either party may, without waiving any remedy under the Agreement, seek interim or provisional relief from any court of competent jurisdiction to protect its Confidential Information and property rights, regardless of the mediation and arbitration requirements.

11. **Remedies.** Phi Beta Sigma agrees that its obligations hereunder are necessary and reasonable in order to protect NAACP and NAACP's operations and affairs, and Phi Beta Sigma expressly agrees that monetary damages would be inadequate to compensate NAACP for any breach by Phi Beta Sigma of any covenants and agreements set forth herein. Accordingly, Phi Beta Sigma hereby agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to NAACP and that, in addition to any other remedies that may be available, in law, in equity or otherwise, NAACP will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

12. **Enforcement.** The failure of NAACP to insist upon or enforce strict performance of any provisions of this Agreement or to exercise any of its rights or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of NAACP's rights to assert or rely on any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

13. **Miscellaneous.** This Agreement will bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Phi Beta Sigma shall not assign, transfer or delegate this Agreement or any of Phi Beta Sigma's rights or obligations hereunder without the prior written consent of NAACP. This Agreement will be governed by the laws of the District of Columbia, without reference to its conflict of laws principles to the contrary. This document contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute the same instrument.

14. **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement will remain valid and enforceable as though such term were absent upon the Effective Date.