

**SIGMA GAMMA RHO**

**Memorandum of Understanding Between  
National Association for the Advancement of Colored People  
And  
Sigma Gamma Rho Gamma Rho Sorority, Incorporated**

This Memorandum of Understanding (MOU) and any additional Schedules or Exhibits attached hereto as may be amended from time to time, dated as of October 19, 2018 establishes a strategic partnership between the National Association for the Advancement of Colored People (“NAACP” or “Party” or together with Sigma Gamma Rho, Sorority, Inc., “Parties”) and Sigma Gamma Rho Sorority, Incorporated (“Sigma” or “Sorority” or “Party” and together with NAACP, “Parties”), for the purposes of implementing mutually agreed upon initiatives, 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.

### **Sigma Gamma Rho Sorority, Inc.**

Founded in 1922, the mission of Sigma Gamma Rho Sorority, Inc. to enhance the quality of life for women and their families in the U.S. and globally through community service, civil, and social action. The Sorority's goal is to achieve greater progress in the areas of education, health awareness, and leadership development. Sigma Gamma Rho's members, affiliates, staff, and community partners work to create and support initiatives that align with our vision.

Sigma Gamm Rho visualizes a world in which all women and their families reach their full potential in all aspects of life and are able to create unlimited opportunities for future generations.

## **II. PURPOSE**

The NAACP and Sigma Gamma Rho 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, the NAACP and Sigma Gamma Rho Sorority, Incorporated are collaborating to fulfill the mission of both organizations.

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 Sigma Gamma Rho to the African American community and other people of color. This MOU is not intended to promote or endorse any commercial product or services.

Specifically, under this MOU, the NAACP and Sigma Gamma Rho intend to collaborate on the following:

**Civic Engagement** -Sigma and NAACP will focus on increasing civic participation among Black voters by registering new voters and mobilizing infrequent voters in targeted geographies across the United States.

**Issue Area Advocacy Priorities:** The NAACP and Sigma Gamma Rho have identified key programmatic priorities through their game changers and 5-Point Programmatic Thrusts collectively. Each organization will encourage their local chapters to **consider** partnering on one or more issue areas to target their advocacy efforts in their respective locality. Issue areas of interest include but are not limited to education, health, economic empowerment, criminal justice and environmental justice. These efforts are flexible and mean the Parties may agree to join together in solidarity on policy areas of interest.

**Leadership Development** – The NAACP will reserve 5 of slots for Sigma Gamma Rho members to participate in the NextGEN and 4 slots for Leadership 500 programs as the NAACP prepares a cadre of new leaders to assume leadership roles in our organizations and communities.

**Membership** - Sigma Gamma Rho will provide NAACP with scheduled opportunities to speak to Sigma Gamma Rho's collegiate and alumnae members and our Adult and Youth Affiliates on the benefits of becoming active annual or Silver Life Members of the NAACP with a goal of increasing the number of Sigma Gamma Rho collegiate and alumnae members, Youth and Adult affiliates that join NAACP by 13% annually. NAACP agrees to provide information to Sigma Gamma Rho regarding current NAACP membership numbers.

**Community Building** - The NAACP and Sigma Gamma Rho will work collaboratively to develop a GIS mapping ("**Mapping**") infrastructure and targets as a product of the NAACP's data and analytic hub.

The Parties recognize that there will be National, Regional, State, and Local projects or initiatives that both organizations will collaborate and/or develop. These efforts can and should proceed as an extension of the scope of work articulated in this section of the MOU. See **Appendix A**.

### 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 written mutual agreement of both organizations.

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

The Partners' organizational representatives will endeavor to meet regularly (i.e. monthly) to determine progress and goal milestones. More frequent meetings via teleconference may be scheduled in the months prior to each organizations National Convention. Evaluations will be conducted through surveys, focus groups and individual interviews co-developed by both organizations and shared with each Sigma Gamma Rho Chapter and NAACP Unit to track the level of participation and implementation of the planned programs.

#### **VI. CONFIDENTIALITY**

Confidential Information is any and all information which a reasonable person would consider to be confidential, irrespective of whether it is marked as such ("**Confidential Information**".) Confidential Information shall include, but is not limited to information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each Party shall use and reproduce the other Party's Confidential Information only for purposes of this MOU and only to the extent necessary for such purposes. Each Party shall restrict disclosure of the other Party's Confidential Information to its employees and agents who have a reasonable and necessary need to know such Confidential Information and shall not disclose such Confidential information to any third party without the prior written consent of the other Party.

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 B** for specifics regarding 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. INDEMNIFICATION**

Each Party shall defend, indemnify and hold the other Party and its directors, officers, employees, agents, and assigns collectively, ("Indemnified Parties"), harmless against all third party or other claims, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys' fees, which the other Party may suffer and which arise directly or indirectly from: (a) performance of its obligations under this MOU; (b) any claims by employees, subcontractors, suppliers, creditors, tax authorities, or other persons in a relationship with such Party; (c) any claims of infringement, misappropriation, or otherwise by third parties; or (d) any claims related to tax, insurance contributions, workers' compensation law, or other laws applicable to such Party. Neither Party shall have an obligation to indemnify the other to the extent the liability is solely caused by the other Party's negligence or willful misconduct.

**XI. 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 office 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.

**XII. 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.

**XIII. ASSIGNMENT**

Neither Party may assign its rights or delegate its duties under this MOU to another Party Without the prior written consent of the other Party.

**XIV. AMENDMENT**

This MOU may be amended as mutually agreed upon, from time to time, in a writing signed by the Parties.

**XV. COUNTERPARTS**

This MOU may be executed in several counterparts, each of which shall be an original; and but all of which, together, shall constitute one and the same MOU.

**XVI. THIRD PARTY BENEFICIARIES**

This MOU is intended for the sole use and benefit of the Parties hereto and is not intended in any way to create rights or obligations to third parties, except as specified herein.

**XVII. USE OF SIGMA GAMMA RHO'S DATA**

NAACP agrees to the terms of the Sigma Gamma Rho Gamma Rho Data Sharing Policy, a copy of which is attached hereto as **Appendix C** and incorporated herein by reference.

**XVIII. 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.

**XIX. AUTHORIZATION**

The signatures below indicate agreement with this MOU.

*Sigma Gamma Rho Sorority, Inc.*

*Deborah Catchings-Smith*  
Deborah Catchings-Smith  
International President  
Date 10/19/18

*Derrick Johnson*  
NAACP  
Derrick Johnson  
President & CEO  
Date 10/19/18

**APPENDIX A: Detailed Partnership Activities**

**Civic Engagement**

***Voter Mobilization/GOTV***

SIGMA GAMMA RHO Chapters will partner with their local NAACP Branches and or representatives of the state conference, along with other organizations to co-host at least 1 voter registration drive NAACP will target infrequent voter addresses available for SIGMA GAMMA RHO Chapters through the Voter Activation Network (VAN)

The NAACP will provide state-based VAN access to Sigma Gamma Rho and provide training workshops. The NAACP and Sigma Gamma Rho, will endeavor to activate their respective membership base beyond the 2018 midterm election, while jointly focusing on key civil engagement opportunities to include the decennial Census, federal, state, and local redistricting opportunities, the 2020 elections, federal judicial appointments, and other policy advocacy campaigns.

A Designated NAACP branch member will work with local SIGMA GAMMA RHO chapter to coordinate the submission of SIGMA GAMMA RHO voter registrations in the VAN.

SIGMA GAMMA RHO will encourage its member lawyers to participate in voter protection activities along with the NAACP, provided that NAACP or NAACP's Partner(s) will provide SIGMA GAMMA RHO with information regarding liability insurance and other risk management concerns.

SIGMA GAMMA RHO and NAACP agree to schedule regular meetings to assist with coordination of these activities.

NAACP agrees to develop a toolkit for Sigma Gamma Rho members that will assist local SIGMA GAMMA RHO chapters to "adopt a precinct" leading up to and on the elections mentioned above, ensuring consent and messaging is targeted appropriately for SIGMA GAMMA RHO's collegiate and alumnae members.

### ***Mapping***

The NAACP will provide national Mapping of organizational infrastructure for Sigma Gamma Rho

Sigma Gamma Rho 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 Sigma Gamma Rho.

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

The NAACP will:

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:*

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 by:*

Updating models and voter contact lists as voter files are changed and made current.

Updating/building models and refreshing voter registration and turnout goals as new information becomes available.

Assisting organizers in the effective use of tools and data provided and in monitoring progress.

### **Census**

SIGMA GAMMA RHO Chapters and NAACP branches will submit ~~will submit~~ names of members to serve on Census advisory boards

SIGMA GAMMA RHO Chapters will partner with NAACP Branches and or state conference as well as other organizations to host at least 1 census forum in 2019 and 1 in 2020 the time and place of such to be mutually agreed up by the Parties.

SIGMA GAMMA RHO and the NAACP will partner with the Census Bureau and highlight updated materials on social media - FB, IG, and Twitter.

### **Leadership**

The NAACP will open 5 slots for members of Sigma Gamma Rho Gamma Rho ages 18-35 to enroll in the NAACP NEXTGEN leadership program

The NAACP will open 4 slots for members of Sigma Gamma Rho Gamma Rho ages 30-35 to attend the Leadership 500 Summit

### **National Partnership**

The NAACP will agree to send a national representative, i.e. President, Chairman, Chairman Emeritus or Washington Bureau Chief to attend and participate as a panelist during the annual Sigma Gamma Rho Days in the Nation's Capital and Sigma Gamma Rho Days in the United Nations. Further, NAACP will consider opportunities to support SIGMA GAMMA RHO's state legislative days.

The NAACP will provide SIGMA GAMMA RHO with updated action alerts from the Washington Bureau as well as electronic copies of the annual congressional report card on Congress' voting records.

SIGMA GAMMA RHO 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.)

SIGMA GAMMA RHO will identify a national designee (1 -2 members of SIGMA GAMMA RHO assigned by the national president) to work with designated NAACP staff member

### **Membership**

The NAACP will track the number of new memberships received by SIGMA GAMMA RHO with a unique "SGR" tracking code through the NAACP Membership department to record the sorority's investment in civil rights partnerships.

SIGMA GAMMA RHO Chapters will promote the request for current members of Sigma Gamma Rho to commit to an annual membership and to track it via the assigned SIGMA GAMMA RHO code.

## **APPENDIX B:**

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

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

**Information Sharing.** The Parties hereto wish to explore an opportunity of mutual interest, as described in the parent MOU, 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 ("***Data***") (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



Sigma Gamma Rho, NAACP shall own all right, title, and interest in and to the Data created, supplemented, corrected or otherwise enhanced by the Sigma Gamma Rho in performing activities subject to the Agreement available through the use of the NAACP Models. Sigma Gamma Rho shall have a non-exclusive, limited right and license to use the Data for the activities agreed to under this agreement. Pursuant to the aforementioned license to use the Data, the Parties further agree that Sigma Gamma Rho shall be allowed to use Data collected through Sigma Gamma Rho activities including Sigma Gamma Rho events and collective efforts for reporting and analysis purposes and for creating embodiments and/or derivatives provided that Sigma Gamma Rho complies with all state and federal laws.

### **Confidentiality.**

**General.** Sigma Gamma Rho agrees to hold and treat all Data and NAACP Information strictly confidential. Sigma Gamma Rho 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 Sigma Gamma Rho by any third party and which NAACP is obligated to keep confidential. Sigma Gamma Rho 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 Sigma Gamma Rho 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. Except as provided by paragraph 1 above, the Parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Data or NAACP Information prepared by Sigma Gamma Rho (or anyone to whom it discloses such Information) shall be owned solely by NAACP and treated as NAACP Information under this Agreement.

**Maintenance of Confidentiality.** Sigma Gamma Rho will take all measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, Data and NAACP Information. Sigma Gamma Rho 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, Sigma Gamma Rho will take at least those measures that Sigma Gamma Rho takes to protect its own most highly confidential information. Sigma Gamma Rho may only disclose Data and NAACP Information to its employees who have a need to know such Information; provided, however, that Sigma Gamma Rho shall ensure that such employees comply with the terms of this Agreement. Sigma Gamma Rho shall not make any copies of NAACP Information. Sigma Gamma Rho will promptly notify NAACP in the event of any unauthorized use or disclosure of any Data or NAACP Information.

**Indemnification.** Each party will defend and indemnify the other Party 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 the other Party to comply with the terms of this Agreement.

**Communications with Media.** Without limiting any other obligations set forth in this Agreement, each Party agrees not share any Data, NAACP Information or Confidential Information with the press or media, or communicate with the press or media regarding NAACP, Sigma Gamma Rho or

the activities undertaken pursuant to this Agreement in each case without the prior written consent of the other Party.

**No Warranty.** ALL INFORMATION AND CONFIDENTIAL INFORMATION PROVIDED BY NAACP OR SIGMA GAMMA RHO IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY DATA OR INFORMATION DISCLOSED HEREUNDER. Notwithstanding the aforementioned, NAACP warrants that the Information provided by NAACP or its representatives does not and will not violate any state or federal law, other contract or obligation to which the NAACP is a party, including covenants not to compete and confidentiality agreements.

**Personal Information.** NAACP hereby acknowledges, understands and agrees that any personally identifiable information or personal data disclosed to the Sigma Gamma Rho hereunder shall be maintained in compliance with any and all applicable local, state, federal and international laws, rules and regulations.

**Residual Information.** Notwithstanding any other provision of this Agreement, Sigma Gamma Rho shall have the right, at any time during or after the term of this Agreement, to disclose, publish, disseminate, and use Residual Information for any purpose in its business, provided that the Sigma Gamma Rho does not, and does not permit its representatives to, breach its confidentiality obligations under this Agreement in using such Residual Information. For purposes of this Agreement, the term "Residual Information" means any Information in intangible form (including, without limitation, ideas, concepts, know-how, or techniques) that is retained in the memory of Sigma Gamma Rho's representatives who use or have access to such Information. Sigma Gamma Rho shall not have any obligation to limit or restrict the work assignments of any of its representatives or to pay the NAACP any royalties for any work product developed in reliance on or through the use of, in whole or in part, any Residual Information, provided, however, that this Section 6 shall not be deemed to grant to Sigma Gamma Rho any right, title or interest (including, without limitation, any intellectual property rights) in or to any Confidential Information except as provided in paragraph 1 above.

**Return of Information.** Return of Information. All NAACP Information and Sigma Gamma Rho Confidential Information and copies thereof which are in the possession of either Party shall in each case be and remain the property of disclosing Party and shall be promptly destroyed or returned upon disclosing Party written request.

**No License.** Nothing in this Agreement is intended to grant any rights to either Party under any patent, trademark, copyright, trade secret or other intellectual property right nor will this Agreement grant to either Party any rights in or to the other Party's information except as expressly set forth herein.

**No Conflicting Obligation.** No Conflicting Obligation. Each Party represents and warrants that their execution, delivery and performance of this Agreement will not cause any breach, default or violation of any nondisclosure, confidentiality or other agreement to which they are a party or by which they are bound.