

*Memorandum of Understanding Between
NAACP Empowerment Programs, Inc.
and
Alpha Kappa Alpha Sorority, Incorporated*

This Memorandum of Understanding (MOU) establishes a partnership between the NAACP Empowerment Programs, Inc. ("NAACP") and Alpha Kappa Alpha Sorority, Incorporated ("AKA", "Sorority" or "Partner Organization"), for the purposes of 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 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.

Alpha Kappa Alpha Sorority, Inc.

Alpha Kappa Alpha Sorority, Incorporated (AKA) was founded on a mission comprised of five basic tenets that have remained unchanged since the sorority's inception more than a century ago. Alpha Kappa Alpha Sorority, Incorporated's mission is to cultivate and encourage high scholastic and ethical standards, to promote unity and friendship among college women, to study and help alleviate problems concerning girls and women in order to improve their social stature, to maintain a progressive interest in college life, and to be of "Service to All Mankind."

Alpha Kappa Alpha Sorority, Incorporated is committed to scholarship, leadership, civic engagement and public service, woven together by the bonds of lifelong sisterhood, forming the bedrock of the rich legacy of servant-leadership that epitomizes the sorority to this day. The global reach of its programs, is laser-focused on the health, wealth, family, education, human rights and parity issues that concern its constituents and ensures the relevance of the organization into perpetuity.

II. PURPOSE

The NAACP and Alpha Kappa Alpha Sorority, Incorporated (collectively "the Partners") share common priorities and interest in ensuring the political, 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 Alpha Kappa Alpha Sorority, Incorporated are collaborating to fulfill the mission of both organizations. Accordingly, the NAACP and Alpha Kappa Alpha, Sorority, Incorporated agree to work together to increase the number of Sorority members with active membership in the NAACP, as well as participation in advocacy campaigns.

The NAACP and the Alpha Kappa Alpha Sorority, Incorporated will 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 programs, 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; and
- To remove all barriers of racial discrimination through democratic processes.

III. SCOPE OF WORK AND ACTIVITIES

This MOU seeks to maximize the resources and outreach efforts of the NAACP and Alpha Kappa Alpha Sorority, Incorporated, 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 Alpha Kappa Alpha Sorority, Incorporated Chapters and Alumnae, will implement programs and initiatives which protect democracy, fairness and equity, increase democratic participation and civic engagement; implement educational initiatives that ensures an equal and quality education for all children; and develop and mentor youth leaders for the 21st century through leadership development programs.

Specifically, under this MOU, The NAACP and Alpha Kapa Alpha Sorority, 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 Alpha Kappa Alpha Sorority, Inc., who will provide leadership for racial and social justice in 2019 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 Alpha Kappa Alpha Sorority, Inc., and provide trainings. The NAACP and Alpha Kappa Alpha Sorority, Inc., will activate the membership base of both organizations, on the decennial Census, redistricting and the 2020 elections.

- **Education** - The NAACP and Alpha Kappa Alpha Sorority, Inc., will engage its local leadership and members in advocacy for equity and quality education for all students. NAACP Units and Chapters of Alpha Kappa Alpha Sorority, Inc., 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 K-12 back to school preparedness, encourage academic excellence and achievement, and ensure college and career readiness for all students through Alpha Kappa Alpha Sorority, Inc., HBCU for Life: A Call to Action program and the #CAP program, in conjunction with the NAACP Youth and College Division and ACT-SO program.
- **Health** - The NAACP and Alpha Kappa Alpha Sorority, Inc., will work in partnership to improve the mental, physical, emotional, and spiritual wellness of Black people and other families of color. Through mutual programs of the organizations, seminars and webinars will be conducted that provides information on creating and sustaining a healthy lifestyle through awareness, nutrition and physical activity for Black people and other people of color.
- **Financial and Economic Empowerment** - In partnership, the two organizations will collaborate on enhancing the financial literacy of Black people and other communities of color through financial economic education; individual and community asset building initiatives; managing and Improving debt; inclusion in business development and hiring, career advancement and procurement; and monitoring financial banking practices. We will focus on home ownership, fair and equitable rental and the displacement of children and families resulting in homelessness. In collaboration, NAACP Units with Alpha Kappa Alpha Sorority, Inc., Chapters, will conduct financial education seminars, webinars and Freedom Legacy Workshops, that will focus on inequality and wealth creation; asset building; credit rehabilitation, as well as financial and retirement planning.

- **Criminal Justice** - We will work effectively to advocate reform around police brutality, gun violence, and racial disparities within the judicial system including arrests, prosecutions, and sentencing.
- **Environmental Justice** - The leadership of NAACP and Alpha Kappa Alpha, Sorority, 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 of regulations at the 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** - Alpha Kappa Alpha Sorority, Inc., will encourage its collegiate and alumnae members to become active annual or Silver Life Members of the NAACP. Alpha Kappa Alpha, Sorority, Inc., will encourage each Chapter to increase its membership by 8% annually.
- **Leadership Development** - In collaboration, the NAACP and Alpha Kappa Alpha, Sorority Inc., will work to build a core of new leaders for the 21st Century. Through the NAACP Youth and College Division, NextGEN, Leadership 500 programs and Alpha Kappa Alpha Sorority, 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 hold four (4) attendee slots for participation in the NextGen Program and Leadership 500.
- **Community Building** - The NAACP and Alpha Kappa Alpha Sorority, 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 and initiatives in which both organizations will be engaged in 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 Partners 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 NAACP Unit and Chapters of Alpha Kappa Alpha Sorority, Incorporated, 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 m General Counsel of the NAACP and the Executive Director of the Alpha Kappa Alpha, Incorporated Sorority.

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. REPRESENTATION

Each party represents that it has all requisite power and authority to execute, deliver, and perform its obligation 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 July 31, 2022. The MOU may be extended upon written mutual agreement.

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

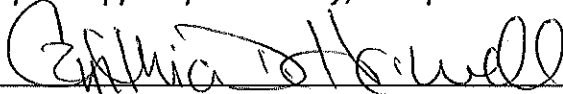
XII. ENTIRE AGREEMENT

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.

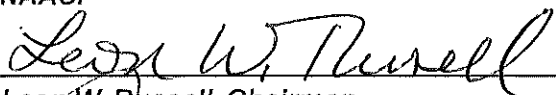
XII. AUTHORIZATION

The signatures below indicate agreement with this MOU.

Alpha Kappa Alpha Sorority, Incorporated

 _____ 2/15/2020
Cynthia D. Howell, Executive Director Date

NAACP

 _____ 2-15-2020
Leon W. Russell, Chairman Date

 _____ 2/15/20
Derrick Johnson, President & CEO Date

APPENDIX A:

The NAACP and Alpha Kappa Alpha Sorority, Incorporated, 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 of civil rights and social justice, 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.

The NAACP and Alpha Kappa Alpha Sorority, Inc., 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 grass tops 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.

NAACP and Alpha Kappa Alpha Sorority, Incorporated, 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:
 - 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

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

Women In NAACP

- AKA will do specific work with Women In NAACP (WIN) and its local committees to grow the power of women in the political arena and within the civil rights movement.
- This will be connected to the #VoterTakeover work that can and will be co-branded between AKA and WIN.

Census

- AKA will partner with NAACP State/State Area Conferences, Branches and Youth Units to host at least 1 census forum in 2019/2020
- AKA 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. the President & CEO, Chairman, Chairman Emeritus or Washington Bureau Chief to attend Alpha Kappa Alpha International Convention.
- Alpha Kappa Alpha Sorority, Incorporated will agree to send a national representative,

i.e. the International President or member of the AKA Directorate to the NAACP Annual National Convention

- The NAACP will provide AKA with updated action alerts and the annual congressional report card on Congress' voting records.
- AKA and the NAACP will cross post messages that highlight our national partnership and advance messages that features the mission work of both organizations (i.e. issues that include but are not limited to voting rights, healthcare, gun reform, education reform, wealth gap, etc.) medial

Membership

- AKA will encourage its membership to become NAACP regular or Silver Life Members
- The NAACP will track the number of new memberships received by AKA with a unique "AKA" tracking code through the NAACP Membership department.
- AKA will promote the request for current members of AKA to commit to an annual membership and to track it via the assigned AKA code.

Mapping

- The NAACP will provide national GIS mapping of organizational infrastructure for AKA.
- AKA 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 Delta.

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:

- ***Information/Data Sharing and Confidentiality***
- For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NAACP and Partner Organization agree as follows:
 - ***Information/Data 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 Partner Organization, NAACP shall own all rights, title, and interest in and to the Data created, supplemented, corrected or otherwise enhanced by the Partner Organization in performing activities subject to this Agreement available through the use of the NAACP Models. Partner Organization shall have a non-exclusive, limited right and license to use the Data for the activities agreed to under this agreement.
 - ***General.*** Partner Organization agrees to hold and treat all Data and NAACP Information strictly confidential. Partner Organization 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 Partner Organization by any third party and which NAACP is obligated to keep confidential. Partner Organization 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 Partner Organization 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 Partner Organization (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.** Partner Organization will take all measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, Data and NAACP Information. Partner Organization 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, Partner Organization will take at least those measures that Partner Organization takes to protect its own most highly confidential information. Partner Organization may only disclose Data and NAACP Information to its employees who have a need to know such Information; provided, however, that Partner Organization shall ensure that such employees comply with the terms of this Agreement. Partner Organization shall not make any copies of NAACP Information. Partner Organization will promptly notify NAACP in the event of any unauthorized use or disclosure of any Data or NAACP Information.
- **Indemnification.** Partner Organization 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 Partner Organization to comply with the terms and conditions of this Agreement.
- **Communications with Media.** Without limiting any other obligations set forth in this Agreement, Partner Organization 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.
- **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.
- **Return of Information.** All NAACP Information and copies thereof which are in the possession of Partner Organization shall in each case be and remain the property of NAACP and shall be promptly destroyed or returned upon NAACP's written request.
- **No License.** Nothing in this Agreement is intended to grant any rights to Partner Organization under any patent, trademark, copyright, trade secret or other intellectual property right nor will this Agreement grant to Partner Organization any rights in or to NAACP Information except as expressly set forth herein.
- **No Conflicting Obligation.** Partner Organization represents and warrants that Partner Organization'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 Partner Organization is a party or by which Partner Organization is bound.
- **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.
- **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.

- **Arbitration** - 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.
- **Remedies.** Partner Organization agrees that its obligations hereunder are necessary and reasonable in order to protect NAACP and NAACP's operations and affairs, and Partner Organization expressly agrees that monetary damages would be inadequate to compensate NAACP for any breach by Partner Organization of any covenants and agreements set forth herein. Accordingly, Partner Organization 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.
- **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.
- **Miscellaneous.** This Agreement will bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Partner Organization shall not assign, transfer or delegate this Agreement or any of Partner Organization'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.
- **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.