

Memorandum of Understanding
National Association for the Advancement of Colored People
and
Black Entertainment & Sports Lawyers Association, Inc. (BESLA)

This Memorandum of Understanding ("MOU") establishes a strategic partnership between the National Association for the Advancement of Colored People ("NAACP") and the Black Entertainment & Sports Lawyers Association, Inc. (BESLA), for the purpose of implementing mutually agreed upon initiatives and programming that will further the missions of both organizations for sustainable impact in our communities and society. This document and its various appendices, all of which are incorporated herein by reference, set forth the mutually beneficial commitment and terms for both organizations.

I. ORGANIZATIONAL MISSIONS

NAACP

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

BLACK ENTERTAINMENT AND SPORTS LAWYERS ASSOCIATION, INC. (BESLA)

Founded in 1980, BESLA was founded by a group of notable African-American attorneys who identified the need to establish an ongoing learning and networking environment, and one that would provide an opportunity for them to exchange information, refer business, share industry opportunities, sharpen their legal skills and support each other. BESLA has grown to be an international organization of lawyers and non-lawyers whose mission is to advance excellence of professionals in the entertainment, sports and related industries.

II. PURPOSE

The NAACP and BESLA share common priorities and interests in ensuring the educational, social, and economic equality of rights of all persons and eliminating race-based discrimination. Because of the shared 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 BESLA are collaborating to fulfill this aspect of the missions of both organizations.

Our shared objectives in this strategic partnership are grounded in the following goals:

- 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 ensure the diversity of representation of professionals in the entertainment, sports and related industries;
- To monitor the entertainment, sports and related industries to ensure increased diversity and greater employment opportunities for people of color;
- To inform the public of their rights and the adverse effects of the lack of parity and racial discrimination; and

- To take all lawful action to secure each person's right to the exercise his/her rights, 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 BESLA to the African American community and other people of color. This MOU is not intended to promote or endorse any commercial product or services or any specific individual or group.

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

- Formulate a strategy to increase the activism and participation of individuals in the entertainment, sports and related industries in social and civic engagement campaigns, education, economic and health initiatives and criminal justice reform;
- Formulate a messaging and communications strategy focused on the importance of the African American and other communities of color to participate in the decennial Census, elections and in the entertainment, sports and related industries;
- Formulate a strategy for increasing representation of and opportunities for professionals and entities in the entertainment, sports and related industries by African Americans and people of color including, for example, increasing placements on executive boards;
- Formulate a strategy for measuring, monitoring and increasing diversity in the entertainment, sports and related industries;
- Conduct civic engagement (e.g., voter education, registration, protection, the elimination of suppression, intimidation and harassment and support Get Out The Vote (GOTV)) campaigns with the focus on infrequent voters, vulnerable citizens and college students, as well as to engage individuals in the entertainment, sports and related industries to participate in communities of color and on college campuses;
- Leverage our resources to implement initiatives and programs in the areas of civic engagement, education, scholarship, health and diversity; and
- Equip members of the NAACP and BESLA to provide a combined legal presence against voter suppression, intimidation and harassment during the 2020 elections (these things have already begun through court rulings and legislation).

The strategic partnership will build a sustained infrastructure by leveraging the resources of the NAACP and BESLA, who will provide leadership for racial, social and economic justice in 2019 and beyond.

The Parties recognize that there will be National, Regional, State and Local projects and initiatives that both organizations, through its affiliates and units, will seek to perform together or develop. These additional efforts can and should proceed as an extension of the scope of work articulated in this section of the MOU.

IV. FUNDING, FINANCIAL CONSIDERATION AND RESOURCES

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

V. MONITORING, REPORTING AND EVALUATION

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

VI. CONFIDENTIALITY

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

VII. INTELLECTUAL PROPERTY

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

VIII. NON-EXCLUSIVITY

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

IX. REPRESENTATIONS

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

X. MEDIA, COMMUNICATIONS AND PROTOCOL

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

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

XI. TERM OF UNDERSTANDING

The term of the MOU begins on the date of execution below and ends December 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 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.

BLACK ENTERTAINMENT & SPORTS LAWYERS ASSOCIATION (BESLA)

Lawrence C. Hinkle, II

Lawrence C. Hinkle, II 2/16/19
Chairman Date

Khadijah Sharif-Drinkard

Khadijah Sharif-Drinkard 2/16/19
President Date

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE (NAACP)

Leon W. Russell

Leon W. Russell 2/16/2019
Chairman Date

Derrick Johnson

Derrick Johnson 2/16/19
President & CEO Date