

**Memorandum of Understanding
Between**

**NAACP Empowerment Programs, Inc.
And
Chi Eta Phi 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 February 15, 2020 (the "Effective Date"), establishes a strategic partnership between, the NAACP Empowerment Programs, Inc. and Chi Eta Phi Sorority, Incorporated ("Sorority" or "Partner Organization" or "Party") 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. NAACP Empowerment Programs, Inc and Chi Eta Phi Sorority, Incorporated (collectively, "the Parties").

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. 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.

Chi Eta Phi Sorority, Incorporated

Chi Eta Phi Sorority, Inc., founded on October 16, 1932, is a professional organization for registered professional nurses and student nurses (male and female) representing many cultures and diverse ethnic backgrounds. More than 8000 Registered Nurses and Student Nurses hold membership in Chi Eta Phi Sorority, Incorporated.

There are over 101 graduate chapters and 41 undergraduate (Beta) chapters located in 36 states, District of Columbia and St. Thomas, US Virgin Islands. Membership is by invitation and is both active and honorary.

II. PURPOSE

The NAACP and Chi Eta Phi Sorority, Inc. 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 Chi Eta Phi Sorority, Inc. 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 remove all barriers of racial discrimination for access to quality health, disease prevention, health promotion, health education and screenings.
- To seek the enactment and enforcement of federal, state, and local civil rights laws that ensure access to health promotion and disease prevention in communities nationwide.
- To inform the public of the adverse effects of racial discrimination that exists within our health care system and to seek its elimination.
- To educate high risk groups, vulnerable and under-served populations about optimal health outcomes and access to timely, quality, affordable health care.

III. SCOPE OF WORK AND ACTIVITIES

This MOU seeks to maximize the resources and outreach efforts of the NAACP and Chi Eta Phi Sorority, Inc., to communities of high risk, vulnerable and underserved populations.

This MOU is not intended to promote or endorse any commercial product or services.

Specifically, under this MOU, the NAACP and Sorority intend to collaborate on the following:

- Education & Outreach** – Chi Eta Phi Sorority, Inc. will provide the NAACP with opportunities to speak to graduate and undergraduate (Beta) chapters about the agreed upon programmatic priority areas during regional meetings and annual general conventions. This will include NAACP participating in educational workshops scheduled during regional meetings and general conventions. Education and outreach may also include co-branded digital or online resource materials. Beta Chapters and NAACP Units will also collaborate where feasible, to organize community educational and outreach programs. This will include, but not be limited to community forums, awareness campaigns, and other educational efforts.
- Civic Engagement** – Sorority and NAACP will focus on increasing civic participation among high risk groups, vulnerable and underserved populations by focusing on legislation and issues that address the elimination of racial and ethnic inequities, which serve to undermine access to quality and affordable healthcare.
- Issue Area Advocacy Priorities:** NAACP and Sorority will identify key programmatic priorities through NAACP game changers (Health) and the Sorority's programs. Each organization will encourage local Units and Chapters to consider partnering on one or more issue areas targeting their advocacy efforts in specific geographic localities. Issue areas of interest include, but are not limited to education focused on childhood obesity, hypertension, cancer screening, HIV, and sickle cell disease.
- Leadership Development** – The NAACP will reserve four (4) slots for Chi Eta Phi Sorority, Inc. members to participate in the NextGEN and four (4) slots for participation in Leadership 500 programs as the NAACP prepares a cadre of new leaders to assume leadership roles in our organizations and communities.

- **Membership** - Sorority will provide NAACP with scheduled opportunities to speak to Sorority undergraduate and graduate members about becoming NAACP active Annual or Silver Life Members. NAACP will annually provide Chi Eta Phi Sorority, Inc. with the email addresses of Sorority members active in NAACP.
- **Community Building** - The NAACP and Sorority will work collaboratively to develop a GIS Mapping ("Mapping") infrastructure and targets as a product of the NAACP's data and analytic hub. Access and use of the Mapping tool and all accompanying sorority membership data will be provided to Sorority through the duration of this agreement. Chi Eta Phi Sorority, Inc. shall remain the sole proprietor of all data provided to the NAACP.

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 Parties' organizational representatives will endeavor to meet to determine progress and goal milestones. More frequent meetings via teleconference may be scheduled in the months prior to each organization's regional meetings and Annual National Conventions. Evaluations will be conducted through surveys, focus groups and individual interviews,

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.

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 prior 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 February 15, 2020 and ends on December 31, 2021. 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 a third 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.

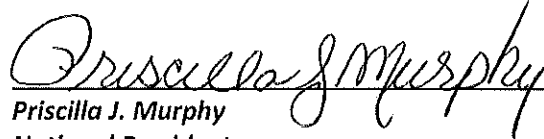
XVII. ENTIRE AGREEMENT

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.

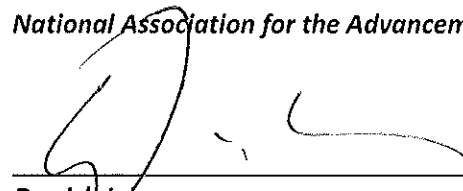
XVIII. AUTHORIZATION

The signatures below indicate agreement with this MOU.

Chi Eta Phi Sorority, Incorporated

 2/15/20
Priscilla J. Murphy Date
National President

National Association for the Advancement of Colored People and NAACP Empowerment Programs, Inc.

 2/15/20
Derrick Johnson Date
President & CEO

National Association for the Advancement of Colored People and NAACP Empowerment Programs, Inc.

 2/15/2020
Leon W. Russell Date
Chairman

APPENDIX A: Additional Detailed Partnership Activities

Civic Engagement

Voter Mobilization/GOTV

- Chi Eta Phi Sorority, Inc. will partner with NAACP Branches and/or representatives of the State State-Area Conferences, along with other organizations to co-host at least one (1) voter registration campaign
- NAACP will target infrequent voter addresses available to Sorority Chapters through the Voter Activation Network (VAN)
- The NAACP will provide state-based VAN access to Chi Eta Phi Sorority, Inc. and provide training workshops.
- The NAACP and Chi Eta Phi Sorority, Inc. will endeavor to activate their respective membership base beyond the 2020 election, while jointly focusing on key civic 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 Sorority Chapter to coordinate the submission of Sorority voter registrations in the VAN.
- Chi Eta Phi Sorority, Inc. will encourage its member lawyers to participate in voter protection activities along with the NAACP.

Education & Outreach

- NAACP Units will also collaborate with local Chapters, where feasible, to organize at least one (1) community educational and outreach program. This will include, but not limited to community forums, awareness campaigns, and other educational efforts.

Mapping

- NAACP will provide national Mapping of organizational infrastructure for Sorority undergraduate and graduate Chapters.
- Sorority 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.
- NAACP will develop both static and dynamic Maps that can be used for print, publications, social media and real time information manipulation.
- NAACP will create and lead trainings on Mapping basics for Sorority.

Data and Analytics

NAACP will:

- Determine Citizen Voting Age Population (CVAP) and voter registration levels for community of color populations.
- Determine voter registration deficit, if any, for vulnerable, high risk and underserved communities.

NAACP will:

- Determine demographic profiles community of vulnerable, high risk and underserved communities.

- 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.

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

- Sorority Chapters will partner with NAACP Branches and or state conference as well as other organizations to host at least one (1) Census forum in 2020.
- Sorority and NAACP will partner with the Census Bureau and highlight updated materials on social media - FB, IG, and Twitter.

Leadership

- NAACP will open four (4) slots for members of Sorority ages 25-35 to enroll in the NAACP NEXTGEN leadership program.
- NAACP will open four (4) slots for members of Sorority ages 30-40 to attend the Leadership 500 Summit.

National Partnership

- NAACP will agree to send a national representative, i.e. President, Chairman, Vice Chairman, Chairman Emeritus or Washington Bureau Chief to attend and participate as a panelist and speakers during major activities hosted by the Sorority.
- NAACP will provide Sorority with updated action alerts from the Washington Bureau as well as electronic copies of the annual congressional report card on Congress' voting records.
- Chi Eta Phi Sorority, Inc. 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.).
- Sorority will identify a national designee (1 -2 members of Sorority assigned by the general president) to work with designated NAACP staff member.

Membership

- The NAACP will track the number of new memberships received by Sorority with a unique "Chi Eta Phi Sorority, Inc." tracking code through the NAACP Membership Department to record the Sorority's investment in civil rights partnerships.

APPENDIX B:

Data Sharing and Confidentiality

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NAACP and Partner Organization agree ("Agreement") as follows:

1. **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 (i) 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 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 the 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. Pursuant to the aforementioned license to use the Data, the Parties further agree that Partner Organization shall be allowed to use Data collected through Partner Organization activities including Partner Organization events and collective efforts for reporting and analysis purposes and for creating embodiments and/or derivatives provided that Partner Organization complies with all state and federal laws.

2. **Confidentiality.**

(a) **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. 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 Partner Organization (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.** 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.

3. **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.

4. **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, or the Chi Eta Phi Sorority, Inc. activities undertaken pursuant to this Agreement in each case without the prior written consent of the other Party.

5. **No Warranty.** ALL INFORMATION AND CONFIDENTIAL INFORMATION PROVIDED BY NAACP OR SORORITY 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.

6. **Personal Information.** NAACP hereby acknowledges, understands and agrees that any personally identifiable information or personal data disclosed to it, from or on behalf of Chi Eta Phi Sorority, Inc., in furtherance of the MOU, shall be maintained in compliance with any and all applicable local, state, federal and international laws, rules and regulations.

Chi Eta Phi Sorority, Inc. hereby acknowledges, understands and agrees that any personally identifiable information or personal data disclosed to it, from or on behalf of NAACP in furtherance of the MOU, shall be maintained in compliance with any and all applicable local, state, federal and international laws, rules and regulations.

7. **Residual Information.** Notwithstanding any other provision of this Agreement, the Partner Organization 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 Partner Organization 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 Sorority's representatives who use or have access to such Information. Chi Eta Phi Sorority, Inc. 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 7 shall not be deemed to grant to Sorority any right, title or interest (including, without limitation, any intellectual property rights) in or to any Confidential Information except as provided in paragraph one (1) above.

8. **Return of Information.** All NAACP information and Sorority 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.

9. **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.

10. **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.

11. **Term.** The term of this Agreement shall commence on February 15, 2020 and conclude on December 31, 2021, except for the indemnification clause, which shall survive for 3 years after that date. The Parties shall each have the right to terminate the term of this Agreement at any time, upon providing the other Party with fifteen (15) days' prior written notice.

12. **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.

13. **Remedies.** Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's operations and affairs, and each Party expressly agrees that monetary damages would be inadequate to compensate them for any breach by the other Party of any covenants and agreements set forth herein. Accordingly, each Party hereby agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to them and that, in addition to any other remedies that may be available, in law, in equity or otherwise, they will be

entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

14. **Enforcement.** The failure of either Party 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 either Party'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.

15. **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.

16. **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.