

**Memorandum of Understanding Between
National Association for the Advancement of Colored People
And
Omega Psi Phi Fraternity, 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 March 1, 2019 establishes a strategic partnership between the National Association for the Advancement of Colored People ("NAACP" or "Party" or together with Omega Psi Phi, Fraternity, Inc., "Parties") and Omega Psi Phi Fraternity, Incorporated ("Partner Organization" or "Omega " or "Fraternity" 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.

Omega Psi Phi Fraternity, Inc.

The mission of Omega Psi Phi Fraternity, Inc. to bring about union of college men of similar high ideals of scholarship and manhood in order to stimulate the attainment of ideas and ambitions of its members; occupy a progressive, helpful and constructive place in political life of the community and nation; and foster the humanity, freedom, and dignity of the individual; and aid downtrodden humanity in its efforts to achieve higher economic and intellectual status. Omega members, affiliates, staff, and community partners work to create and support initiatives that align with our vision.

II. PURPOSE

The NAACP and Omega Psi Phi 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 Omega Psi Phi Fraternity, 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 Omega Psi Phi 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 Omega Psi Phi intend to collaborate on the following:

Civic Engagement -Omega 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 Omega 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, voter mobilization/govt 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 a minimum of 24 slots for Omega members to participate in the NextGEN and Leadership 500 programs as the NAACP prepares a cadre of new leaders to assume leadership roles in our organizations and communities.

Membership - Omega Psi Phi at its discretion will use best efforts to provide NAACP with a minimum of two scheduled opportunities to speak to Omega Psi Phi's collegiate and graduate members on the benefits of becoming active annual or Silver Life Members of the NAACP with a goal of increasing the number of Omega collegiate and Graduate members that join NAACP annually. Every district and chapter of the fraternity is requested to maintain a life membership at large in the NAACP.

Community Building - The NAACP and Omega 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 may 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 regularly (i.e. monthly) to determine progress and goal milestones. More frequent meetings via teleconference may be scheduled in the months prior to each Party's organizations National Convention. Evaluations will be conducted through surveys, focus groups and individual interviews co-developed by both organizations and shared with each Omega 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 C 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 from a Party's gross negligence for any claims by any third party in privity with this MOU. 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 conduct.

XI. DAMAGES

The Parties agree that no party shall be entitled to any form of consequential damages, as such damages have been waived by the parties to this agreement. Such prohibited damages include lost profits; any form of overhead not directly incurred at the project site, such as home office overhead; wage or salary increases; ripple or delay damages; loss of productivity; increased cost; lost opportunity; inflation costs; or any other indirect losses arising from the conduct of the parties to this agreement. The Parties agree that neither party shall be entitled to punitive or exemplary damages.

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 Fraternity 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.

- **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.

- **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.

XVIII. AUTHORIZATION

The signatures below indicate agreement with this MOU.

Omega Psi Phi Fraternity, Inc.

David Marion, Ph.D.

David Marion
Grand Basileus

3-1-2019

Date

NAACP

Derrick Johnson

Derrick Johnson
President & CEO

4/18/19

Date

APPENDIX A: Detailed Partnership Activities

Civic Engagement

Voter Mobilization/GOTV

Omega 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 Omega Chapters through the Voter Activation Network (VAN).

The NAACP will provide state-based VAN access to Omega and provide training workshops.

The NAACP and Omega, shall use best efforts to activate their respective membership base beyond the 2018 midterm 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 Omega chapter to coordinate the submission of Omega voter registrations in the VAN.

Omega shall use best efforts to encourage its member lawyers to participate in voter protection activities along with the NAACP.

Mapping

The NAACP will provide national Mapping of organizational infrastructure for Omega.

Omega 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 Omega.

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

Omega Chapters and NAACP branches will submit names of members to serve on Census advisory boards

Omega Chapters shall use best efforts to 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.

Omega and the NAACP intend to partner with the Census Bureau and highlight updated materials on social media - FB, IG, and Twitter.

Leadership

The NAACP will open a minimum of 24 slots for members of Omega Psi Phi ages 18-35 to enroll in the NAACP NEXTGEN leadership program

The NAACP will open 4 for members of Omega Psi Phi 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 Omega Psi Phi Days in the Nation's Capital and Omega Days in the United Nations.

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

OMEGA 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.)

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

Membership

The NAACP will track the number of new memberships received by Omega with a unique "OPP" tracking code through the NAACP Membership department to record the Fraternity's investment in civil rights partnerships.

Every District and chapter of the Fraternity shall be requested to maintain a life membership at large in the NAACP. Omega will encourage all members to join.

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 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 Partner Organization, NAACP shall have a non-exclusive, limited right and revocable license to use, the Data created, supplemented, corrected or otherwise enhanced by the Partner Organization in performing the activities which are the subjects of 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.

Confidentiality.

General. The Parties agree to hold and treat each other's information and data strictly confidential. The Parties, regarding each other's information or data agree not to, directly or indirectly: (i) use any Data or information except (A) as strictly permitted under this Agreement, or (B) use the information or data unless the Parties approved in advance in writing; (ii) disclose any information to any third party; or (iii) permit any Data or information to be disclosed to or examined or copied by any third party. Information also includes any information that has been made available between the Parties by any third party and which a Party is obligated to keep confidential. A Party may disclose Data or information if required to do so by a governmental entity or pursuant to applicable law; provided, however, that in such event Party shall promptly give the other Party written notice of such requirement prior to disclosing any information so that a Party may seek a protective order or other appropriate relief. For the avoidance of doubt, 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 information prepared by either Party (or anyone to whom it discloses such information) shall be owned solely by the respective Party and treated as information under this Agreement.

Maintenance of Confidentiality. Each Party will take all measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, Data and information. Neither Party will use Data or information in a manner that will result in a breach or default by the other Party under a Party's agreement with its data vendors. Without limiting the foregoing obligations, each Party will take at least those measures that a Party takes to protect its own most highly confidential information.

A Party may only disclose Data and Information to its employees who have a need to know such Information; provided, however, that a Party shall ensure that such employees comply with the terms of this Agreement. Neither Party shall not make any copies of the others Information. Each Party will promptly notify the other in the event of any unauthorized use or disclosure of any Data or 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, Information or Confidential Information with the press or media, or communicate with the press or media regarding the other Party 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 OMEGA 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 Omega hereunder shall be maintained in compliance with any and all applicable local, state, federal and international laws, rules and regulations.

Return of Information. Return of Information. Each Party's Data and 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.

Intellectual Property. 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.

1. **Term.** Term. The term of this Agreement shall commence on the Effective Date and end on August 31, 2019, unless extended in writing by the Parties. The Parties shall each have the right

to terminate this Agreement with or without cause at any time, upon providing the other Party with thirty (30) days' prior written notice.

1. **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 Parties agree that there shall be no disclosure of documents prior to seven days before the hearing, of documents that each side will present in support of its case. Electronic disclosure by each party shall be limited to copies of electronic information to be presented in support of that Party's case, in print - out or another reasonably usable form. 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. Any award shall be rendered within sixty days of the appointment of the arbitrator. 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. Either Party has the right, consistent with this Agreement, to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or preliminary injunctions, provided, however, that, after the arbitral tribunal is constituted, the arbitral tribunal shall have sole jurisdiction to consider applications for provisional and/or conservatory relief, and any such measures ordered by the arbitral tribunal may be specifically enforced by any court of competent jurisdiction.

Remedies.

The Parties agree that no Party shall be entitled to any form of consequential damages. Such prohibited damages include lost profits; any form of overhead not directly incurred at the project site, such as home office overhead; wage or salary increases; ripple or delay damages; loss of productivity; increased cost; lost opportunity; inflation costs; or any other indirect losses arising from the conduct of the parties to this Agreement. The Parties agree that neither Party shall be entitled to punitive or exemplary damages.

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.

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.

Miscellaneous. This Agreement will bind and inure to the benefit of the Parties hereto and their permitted successors and assigns. Neither Party shall assign, transfer or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. 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.