

MEMORANDUM OF UNDERSTANDING
Between
NATIONAL ASSOCIATION for the ADVANCEMENT OF COLORED PEOPLE (NAACP)
And
NID HOUSING (NID)

This Memorandum of Understanding (MOU) is made and entered into this day 11th of February, 2019 (the "Effective Date") by and between The National Association for the Advancement of Colored People ("NAACP") 4805 Mount Hope Drive, Baltimore, MD 21215 and NID Housing ("NID") 7677 Oakport Street, Suite 1030, Oakland, CA 94621 (collectively, "Parties").

This Memorandum of Understanding ("MOU," "Agreement") sets forth the terms and understanding between the NAACP and NID to provide a framework for the relationship of the Parties, and sets forth the general business terms, conditions, and provisions between the Parties. The Parties contemplate that specific events will be organized and executed by the Parties based on this MOU, and during the MOU's effective term. Any specific events that incorporate this MOU shall be memorialized by short Statements of Work ("SOW") to be negotiated and agreed upon by the Parties.

I. Purpose and Spirit

- A. The NAACP and NID share a commitment to ensuring that individuals and families have access to quality financial education, appropriate financial products, accredited counseling services, and financial assistance where available.
- B. This MOU will further strengthen and expand the relationship between local NAACP units and NID's National office (with the delegated participation of NID's certified branch offices). This collaboration will expand access to information, resources, and services to ensure each network is strategically positioned to create positive change for the Parties' clients and constituents.
- C. Activities carried out under this MOU shall always require a separate SOW that incorporates the terms of this MOU. Any SOW should facilitate collaboration between the Parties' National Offices and their constituent units throughout the country. The SOWs will broadly provide and/or share information and resources that enable the expansion of financial education and counseling efforts.
- D. This MOU shall also define the special obligations that NID must perform under its regulations as a HUD-approved National Intermediary of housing counseling and education services.

II. Background Information

A. NAACP

1. Founded in 1909, the NAACP is the nation's oldest, largest, and most widely recognized grassroots-based civil rights organization. Its members and supporters throughout the United States and the world are the premier advocates for civil rights in their communities, campaigning for equal opportunity and conducting voter mobilization.
2. The mission of the NAACP is to ensure that the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination.

B. NID

1. NID is the largest African-American HUD-approved national intermediary of housing counseling and education services. NID has been HUD-approved since 1995. Headquartered in Oakland, CA, NID maintains certified branch offices in over 50 locations across the United States. Through innovative uses of emerging digital technology and social media, NID can offer HUD-approved housing counseling and education to anyone, regardless of their geographic location or mobility limitations.
2. NID has a longstanding relationship with a diverse network of advocacy groups, individuals, organizations, and faith-based communities committed to ensuring fair housing opportunities for all. NID also maintains a historic and dynamically active relationship with the National Association of Real Estate Brokers ("NAREB"), the largest African-American real estate trade organization.
3. NID is vigorous in exercising the foundational ethics of its organizational mission, and in zealously protecting its HUD certificate, with strict regulatory adherence and oversight controls. Any work performed under this MOU, including those without financial compensation, shall be done in accordance with all HUD regulations and client protections.

III. NAACP and NID Collaboration Strategies

NID and the NAACP are committed to increasing homeownership in African-American communities. NID has pushed for homeownership in these communities, while also devoting significant resources during the nearly decade-long foreclosure crisis. The Parties will continue to seek to increase wealth in African-American communities through homeownership.

While the foreclosure crisis has receded from the mainstream media, the Parties recognize that

the negative impact of the crisis on African-American communities was profound and long-lasting. Thus, while the Parties will seek to immediately increase homeownership in African-American communities, with sustainable and affordable financial products and services, the Parties also acknowledge that wealth building could involve much more counseling and education than merely pre-purchase housing counseling. NID specializes in an entire spectrum of housing-centered services that can prepare clients for future homeownership.

This MOU establishes NID as an official and preferred National Housing Counseling Agency collaborate of the NAACP. The NAACP will seek to prioritize a lead and active involvement from NID, under the terms of this MOU and subsequent SOWs, for any housing counseling, education, or community development projects. General subjects for collaboration are listed below, without limitation of additional SOWs which execute the spirit of this MOU:

- A. NID will collaborate with the NAACP to provide services to consumers in joint-developed programs, including those directed toward homeowners in crisis;
- B. Parties will jointly develop programs with banks and servicers to assist homeowners with affordable and sustainable homeownership products and services, and in general to improve affordable housing opportunities;
- C. Parties will host and participate in panels and workshops ("Events") on topics ranging from money management and credit, to home buying, home preservation, and other wealth building strategies. These Events will occur at NAACP local and national conventions, and in other markets jointly agreed to by the Parties.

IV. Corporate Identity Marks and Use

The Parties understand that the long history, reputation, good will, and leadership of their organizations endow its corporate identities and marks with irreplaceable value. The longevity of these identities and their marks depends on conscientious use and considered approval of them. The Parties recognize that the ultimate responsibility for protecting and enhancing these identities and marks lies with each Parties' management and membership, but that the executive leadership of each Party has considerable influence over their use.

NID has fundamental, published policies governing the use of its corporate identity by its certified branch offices, certified counselors, business partners, and any other party. NID's corporate identity is in part governed by regulatory bodies, such as HUD. Conscientious, deliberate, and authorized use of the NID corporate identity is thus not only a matter of corporate responsibility, but also a matter of protecting the public good and faith in public institutions such as HUD.

The Parties agree that use of their corporate identity and marks is an intrinsic right of each Party under multiple jurisdictions and areas of law. This Agreement does not confer any special right on use of the corporate identity or mark of either Party, does not limit any rights established by the laws governing corporations and trademarks, and does not limit remedies for misuse of the corporate identity or mark. This Agreement describes the procedures by which each Party may

apply to the other Party for an authorized use of the other Party's corporate identity and mark.

A. Corporate Identity Use Approval Process

1. For the purpose of clarity among potential and actual third-party partners, and the public in general, the Parties agree that the guidelines in this subsection shall govern corporate identity use. Neither Party may use the corporate identity and mark of the other Party without prior, expressed written approval from that Party. This prohibition includes making formal or informal associations between the Parties, or any of the Party's memberships and other affiliations, including, but not limited to NID's status as a HUD-approved housing counseling agency. Such memberships and affiliations are governed by separate agreements and often are regulated by federal, state, and local authorities, and may expose the Parties to civil and criminal action through misuse.
2. If a Party wishes to represent its affiliation with the other Party, in any medium or for any purpose, the Parties' designated leadership (specified in Section V of this Agreement, hereinafter ("Party Leadership")) must have an expressed understanding and written agreement to this public association of the Parties.

B. Remedy for Unauthorized Use

1. Parties agree that any use of a Party's corporate identity or mark without an express agreement may expose both Parties to detriment and liability. The Parties agree that, at the reasonable request of one Party as to the misuse of its corporate identity or marks, the Party that used the other's identity without express approval shall cease its use immediately. Moreover, the Party that misused the affiliation will issue written clarification to the third party to which the misrepresentation was made and will copy the other party on this written correspondence.
2. If a dispute between the Parties is moved to an impartial, binding fact-finding forum such as a court of law or arbitration process, the prevailing Party shall have its costs for resolving the dispute reimbursed by the other Party. This cost provision is only operative if one Party is wholly and completely liable for the dispute. In the event that liability for the dispute is shared between the Parties, each Party shall bear its own costs.

V. Designated Leadership

NAACP and NID both enjoy extensive memberships located around the country. Each Party has leadership boards and committees in different states to carry out specific actions meant to strengthen corporate goals. It is acknowledged that managing such broad and numerous memberships is a governance challenge for both Parties.

Recognizing this internal corporate governance challenge, the Parties wish to designate specific individuals and/or executive positions within the Parties that are authorized to make agreements

between the Parties, including Statements of Work, to approve use of corporate identities and marks, and to act as agents of the Parties at the national, corporate level.

NID shall specify individuals and their titles. NAACP may specify leadership and/or executive positions that possess the power of corporate decision-making, given that NAACP's leadership may change on a rotating basis. The respective Parties may designate their authorized agent(s) from time to time, by notifying the other party-in writing.

The following individuals and executive positions are solely authorized to make material decisions under this Agreement:

NAACP Leadership

- A. Mr. Derrick Johnson, President & CEO
- B. Mr. Marvin Owens, Jr., Senior Director Economic Programs

NID Leadership

- A. Mr. Ray Carlisle, Sr., President/CEO
- B. Ms. Latisha Carlisle, Vice President Housing Programs

VI. Statements of Work

This MOU shall function as a Master Services Agreement that governs the fundamental relationship between the Parties. As needed, the Parties may enter into Statements of Work to establish the terms and conditions for specific events or partnerships. This Agreement sets forth the general business terms, conditions, and provisions between the Parties. Parties shall not perform any services, or represent, implicitly or overtly, that the other Party endorses a project, initiative, or statement, except pursuant to a written SOW executed by the Parties.

Multiple Statements of Work may be undertaken under this Agreement from time to time, as agreed upon.

VII. NID's HUD Duties as Regulated Entity

NID has a duty as a HUD-approved National Intermediary of housing counseling and education services to adhere to regulations promulgated by HUD, specifically and especially those contained in HUD Handbook 7610.1Rev-5 ("Handbook"). Parties agree that any payment to NID from the NAACP or an affiliate shall not exceed a level that is commensurate with the housing counseling and education services provided is reasonable and customary for the service area and does not violate other statutory requirements under RESPA.

Parties further agree that: 1) The client will choose between comparable products or services from at least 3 different lenders, vendors, or service providers, if discussion of products or services arises during counseling, and that one of these alternative options will be an FHA product, if applicable; and 2) The fee income is based on housing counseling and education

services rendered, and not based on the amount of any loan or specific outcome.

VII. Duration

Based on Parties' successful performance and fulfillment of the conditions of this Agreement, the Agreement will continue in full force and effect for five (5) years from the Effective Date of this Agreement. The Effective Date of this Agreement shall be the date when both Parties have fully executed the document.

IX. Termination

Either party may terminate this agreement with or without cause upon Thirty (30) days written notice to the non-terminating party to the addresses indicated above, or by mutual written agreement, such termination shall be effective as of the date of its receipt.

X. Notice

Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals;

NAACP: Derrick Johnson: to the NAACP address first indicated herein.

With Copy to the NAACP General Counsel

NID: Ray Carlisle, Sr.: to the NID address first indicated herein.

XI. Amendments to the Agreement

Any and all amendments, revisions, deletions, or material changes to this Agreement must be in writing and executed by an individual (or their corresponding job title) listed as a member of the "Designated Leadership" defined in Section V of this Agreement.

XII. Entire Agreement

The MOU between the parties is reflected in its entirety herein, and no oral or any other purported agreement has effect hereto, except by mutual agreement and attached hereto as a written addendum.

IN WITNESS WHEREOF, the authorized representative of the parties has executed this Agreement as of this day ___ of February 2019.



Derrick Johnson,
President & CEO NAACP



Ray Carlisle, Sr.
President & CEO NID Housing


Leon W. Russell 2/16/2019