

Memorandum of Understanding Between
National Association for the Advancement of Colored People
and
National Organization of Black Law Enforcement Executives

This Memorandum of Understanding (MOU) establishes a partnership between the National Association for the Advancement of Colored People (NAACP) and the National Organization of Black Law Enforcement Executives (NOBLE), as a strategic partner 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 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.

National Organization of Black Law Enforcement Executives

The mission of the National Organization of Black Law Enforcement Executives (NOBLE) is to ensure equity in the administration of justice in the provision of public service to all communities, and to serve as the conscience of law enforcement by being committed to justice by action.

The goal of NOBLE is to be recognized as a highly competent, public service organization that is at the forefront of providing solutions to law enforcement issues and concerns, as well as to the ever-changing needs of our communities.

II. PURPOSE

The purpose of partnership of The National Association for the Advancement of Colored People and the National Organization of Black Law Enforcement Executives, is to 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 (See **Appendix A**), the NAACP and NOBLE, are collaborating to fulfill the mission of both organizations. Accordingly, the NAACP and NOBLE, agree to work together to increase the number of NOBLE members with active memberships in the NAACP, as well as participation in civil rights, social justice advocacy and civic engagement campaigns.

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 activists of the NAACP and NOBLE, 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 NOBLE, and provide trainings. The NAACP and NOBLE, will activate the membership base of both organizations, on the decennial Census, redistricting and the 2020 elections. In addition, we will work collaboratively to teach and inform young people about civic engagement.

- **Education** - The NAACP and NOBLE, will engage its local leadership and members in advocacy for equity and quality education for all students. Through NAACP Units and NOBLE Chapters, we will implement tutorial and mentorship programming; advocate for equitable education policies on the state and local levels and work to dismantle the school to prison pipeline. Additionally, we will collaborate with NOBLE's Law and Your Community Program, providing interactive training for young people 13 – 18 years of age. Working with the NAACP Youth & College Division, the NAACP & NOBLE will work to increase the understanding of young people about federal, state and local law enforcement. We will collaborate on improving communication between youth and law enforcement officers.
- **Criminal Justice** - The NAACP and NOBLE will advocate for smarter, results based criminal justice policies. We will work to eliminate discrimination where it exists in law enforcement toward persons based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability or familial status. The NAACP and NOBLE will implement Initiatives to Increase trust between the community and law enforcement through procedural justice, transparency, accountability and honest recognition of past and present obstacles. The NAACP and NOBLE will encourage community partnerships engaging police officers and the leadership of community based organizations to address racial profiling and concerns relative to disparities in policing. The NAACP and NOBLE will make a concerted effort to increase diversity representation in police departments and in the law enforcement profession, working together to reflect the diversity of the population in police departments reflecting communities in which they serve. The NAACP and NOBLE will collaborate on providing de-escalation tactics and training in efforts of reducing confrontations that endanger members of the community and officers.
- **Membership** – National Organization of Black Law Enforcement Executives (NOBE) will encourage its members to become active annual or Silver Life Members of the NAACP. Likewise, the NAACP will encourage its members to become Supporter members of NOBLE.
- **Leadership Development** - In collaboration, the NAACP and NOBLE will work to build a core of new leaders for the 21st Century. Through the NAACP Youth and College Division, NextGEN, Leadership 500 program and NOBLE, 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.

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. 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 NOBLE Chapters, NAACP members and Units, will be coordinated by the respective parent organization.

XI. TERM OF UNDERSTANDING

The term of the MOU shall be effective upon signature by both parties. It will begin on the date of execution below and will remain in effect for two (2) calendar years from said date. 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.

National Organization of Black Law Enforcement Executives (NOBLE)

Vera Bumpers

Vera Bumpers
President

Date

National Association for the Advancement of Colored People (NAACP)

Leon W. Russell

Chairman
Leon W. Russell

2/16/2019

Date

2/16/19

APPENDIX A:

National Organization of Black Law Enforcement Executives and the NAACP agree upon the following partnership principles:

- **Members are the core of our power:** Our members are represented within various key communities (millennials , 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, 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.

National Organization of Black Law Enforcement Executives and the NAACP agree that the following shared **core capacities** will direct our ability to drive campaigns, engage in transformational initiatives that changes the paradigm for community and law enforcement interaction and support. 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 activation , etc.
- **Policy**—state and local 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.

National Organization of Black Law Enforcement and the NAACP 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
 - Tax Status—501C3, 501C4, 501C5, PACs, etc.;
 - 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 or NOBLE, organizations to develop and control community resources with revenue reinvested in the communities, etc.
- **Technology** - servers, computers, equipment, etc.
- **Fixed Assets** - property, vehicles, etc.

- 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:

- ***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 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 right, 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.

- **Confidentiality.**

- **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

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.

- **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.