

## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between the Ancient Egyptian Arabic Order Nobles Mystic Shrine of North and South America and Its Jurisdictions Inc. (AEAONMS), the Daughters of Isis, Auxiliary to the AEAONMS (“DOI”), and the National Association for the Advancement of Colored People (“NAACP”), a not-for-profit corporation, (collectively, “parties”) regarding activities related to working together to advance their mutual goals relating to improving health outcomes, civic engagement, and NAACP membership.

### **PURPOSE AND ACTIVITIES**

Under this MOU, the parties intend to collaborate on a series of webinars and education sessions to provide training for our respective volunteers or members to empower them to encourage friends, family, and members of their communities concerning the risk factors associated with cardiovascular diseases, diabetes, cancer (i.e. prostate and breast) and HIV/AIDS. The training opportunities will also include information on civic participation and encouraging membership within the NAACP. These sessions and/or webinars will be designed to inform individuals in the target audience about:

1. How to prevent or reduce the risk of cardiovascular disease, diabetes, cancer (i.e. prostate and breast) and HIV and AIDS;
2. Ways to increase civic participation, including registering to vote, Get Out The Vote or GOTV training;
3. How webinar participants can help with health outreach; and
4. Other topics related to improving health outcomes and civic engagement as agreed upon by the parties.

The parties will collaborate on the development of the webinars and in-person education sessions, including:

1. Selection of dates and times;
2. Selection of speakers;
3. Development of content, including specifically presentation slides.

The parties shall seek to promote the webinars or education sessions and to educate the public about heart and stroke risk factors, warning signs and prevention and treatment options, by identifying and carrying out individual and/or joint efforts to publicize the sessions to their respective target members/constituents through email, social media, print, or other channels.

### **TERM**

This MOU shall be effective upon signature by all three entities and will remain in effect for (2) calendar years from said date. The MOU may be extended for additional agreed to time periods of up to one (1) year by mutual written agreement of the parties.

However, any print materials that have been printed or distributed with the approval of both parties prior to termination may continue to be distributed for up to thirty (30) calendar days following termination, if needed to carry out any agreed upon activities, unless otherwise agreed by the parties in writing.

## **TERMINATION**

This Agreement may be terminated by any party, with or without cause and without liability, upon written notice to the other parties.

## **COMMUNICATIONS**

Any materials or messaging, including media announcements and press releases, created by either party that refer to the other party or its programs or materials, must receive prior written approval by the other party. No party may display the trademarks or logos of the another party, or copy or distribute copyrighted works of the another party, without specific prior written approval to do so. Each party reserves the right to update or change any of its trademarks or logos after giving ninety (90) calendar days' notice to the other party.

## **PROTECTION OF PARTICIPANT INFORMATION**

The parties to this agreement value and respect an individual's right to keep certain information private. However, it is recognized that some information will need to be gathered to carry out the purpose of this program. Therefore, all information collected on webinar participants shall be used solely for the purpose of registering and reporting participation in the program and for conducting the program. Information collected on individuals will be kept confidential and in a secure environment. Access to the information will be restricted to only those personnel of any party or contracted vendor for any party used to conduct the webinars who has a legitimate business purpose for having such access. Unless required by law, no third party disclosure or other use, including marketing of products or other programs, will be permitted absent express, prior, written consent of the parties.

## **OWNERSHIP OF MATERIALS**

Each party acknowledges and agrees that the other parties own the copyright in all copyrightable works it provides or creates prior to this MOU.

The parties will collectively and equally own all materials specifically developed under this MOU for the webinars (such as the presentation slides) and/or in person education sessions.

## **TRADEMARKS**

NAACP hereby grants AEAONMS and DOI a limited, non-exclusive, non-transferable license to display the NAACP Trademarks, to acknowledge NAACP's collaboration with the AEAONMS and DOI in accordance with the terms and conditions of this MOU and in furtherance of the intent and purpose of this MOU. Use of the NAACP Trademark in any fashion other than that expressly set out in this MOU is expressly prohibited and shall constitute trademark infringement. All uses of the NAACP Trademarks must conform to NAACP's Graphic

Standards and any other requirements established by the NAACP and must be reviewed and approved by the NAACP prior to use. Upon termination of this MOU, AEAONMS and DOI shall cease all use of the NAACP Trademarks without prior written approval from NAACP.

## **FUNDING**

The AEAONMS and DOI agrees to bear the expenses associated with conducting up to three (3) webinars and/or in person education sessions per year, as specified in this MOU in which constituents of all parties shall be invited to participate. Nothing in this MOU shall be deemed to be a commitment or obligation of AEAONMS and DOI to expend any additional funds beyond those specified, and AEAONMS and DOI reserve the right to terminate the program if webinar costs exceed \$30,000. Nothing in this MOU shall be deemed a commitment or obligation of NAACP to expend any funds in furtherance of this MOU.

Any expenses incurred by NAACP to promote the webinars and/or education sessions shall be the responsibility of the NAACP unless otherwise agreed to by the parties in writing in advance. Any corporate sponsorship funding that NAACP opts to bring to the program is subject to AEAONMS and DOI prior review and written approval.

Binding commitments regarding the rights and obligations of the parties with respect to specific promotional activities or funding commitments not set forth herein may be set out in one or more written agreements to be entered into between the parties at some future date. Nothing in this MOU requires the parties to enter into any specific agreements with respect to the subject matter of this MOU or any other matters.

## **EVALUATION OF RELATIONSHIP**

The parties will jointly evaluate the effectiveness of this relationship at the end of (1) year based on mutually agreed upon criteria in order to establish its future direction, including but not limited to, effective collaboration on the sessions, the need for additional education about the ACA, and the needs and goals of each organization. If the parties determine a desire to expand or modify the scope or duration of activities covered under this MOU, a discussion regarding a new or revised MOU will ensue.

## **NOTICES**

Notices to the parties of this MOU should be sent to:

### **NAACP:**

Cornell William Brooks, President and CEO  
Marshall W. Taylor, Interim General Counsel  
4805 Mount Hope Drive  
Baltimore, MD 21215  
(410) 580-5767

**AEAONMS:**

**DOI:**

**AGREED:**

**NAACP**

By: Roslyn M Brock  
Roslyn M. Brock  
Chairman, National Board of Directors

Date: 10-19-14

By: Cornell Williams Brooks  
Cornell Williams Brooks  
President and CEO

Date: 10-19-14

**AEAONMS**

By: Rochelle J. Julian  
Rochelle J. Julian  
Imperial Potentate

Date: 10-19-14

**DOI:**

By: Sadie B. Mitchell  
Sadie B. Mitchell  
Imperial Commandress

Date: 10-19-14

## MEMORANDUM of UNDERSTANDING

Conference of Grand Masters, Prince Hall Masons, Inc.  
And  
National Association for the Advancement of Colored People

This document proposes a national partnership between the Conference of Grand Masters, Prince Hall Masons (COGM) and the National Association for the Advancement of Colored People (NAACP) through its respective member organizations, subordinate and affiliated entities. With regard the COGM, the several Prince Hall Grand Lodges, subordinate lodges, adoptive and affiliated bodies and with regard to NAACP the National, State and Local Branches.

### Purpose:

The NAACP and Prince Hall Masons have a long standing historical relationship dating back to the early 1900's. It is proposed that we reaffirm and strengthen that relationship for the purpose of thwarting this assault on the rights of minorities, the poor, the elderly and college students to exercise the most fundamental act of freedom, the right to vote. On May 17, 2014 at the 95<sup>th</sup> Annual Session of The Conference of Grand Masters, Prince Hall Masons, the attached Resolution was unanimously adopted.

It is proposed that the parties to this agreement work together through their respective State and Local leaders to develop and implement strategies and programs to:

- Promote voter education and registration
- Challenge State and Federal Legislators who support voter suppression
- Support the NAACP Washington Bureau Action Alert Re: S1945 and HR3899 (attached)
- Develop programs to assist voters in navigating obstacles to voter registration
- Provide transportation to polling places
- Mobilize Community and Organizations to participate in full electoral process
- Communicate objections to Legislators and Government Executives concerning voter suppression

### Responsibilities and Coordination

At the national level, The COGM will designate a Coordinator to work with the NAACP Washington Bureau Director, Hilary O. Shelton.

At the State level, each Grand Master will appoint a State Coordinator and each State NAACP President will appoint State Coordinator, the two of whom will work together to develop local partnerships where the actual work will occur. They should collaborate on the acquisition of resources, develop strategies, and implement programs.

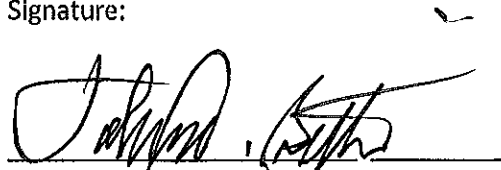
Time Period

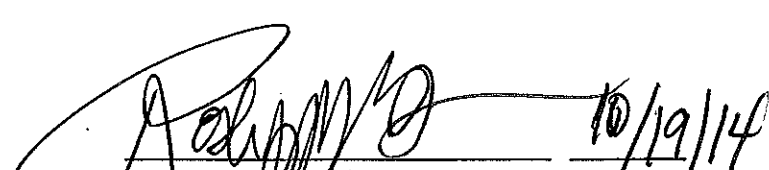
At this point it is difficult to determine the full course of our work. Therefore the parties agree to an indefinite period based on need.

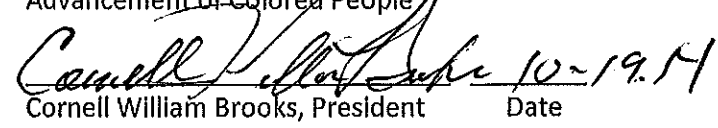
Termination

This agreement may be terminated in whole or part by either party. Written notice of termination shall be given by the organization desirous of withdrawal.

Signature:

  
\_\_\_\_\_  
John M. Berts, President                      Date  
Conference of Grand Masters  
Prince Masons, Inc.

  
\_\_\_\_\_  
Roslyn M. Brock, Chairman                      10/19/14  
National Association for the                      Date  
Advancement of Colored People

  
\_\_\_\_\_  
Cornell William Brooks, President                      10-19-14  
National Association for the                      Date  
Advancement of Colored People

Attachments:

- COGM Resolution
- NAACP Action Alert