

MEMORANDUM OF UNDERSTANDING

NAACP & The Lesbian, Gay, Bisexual & Transgender Community Center

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between The National Association for The Advancement of Colored People (the "NAACP") and The Lesbian, Gay Bisexual & Transgender Community Center ("The Center"), a not-for-profit corporation (collectively, "parties") regarding activities related to: criminal justice, health equity, economic security, civic engagement and youth empowerment.

SCOPE

The Parties to this MOU hereby agree to join efforts and maintain a close and continuous working relationship for the achievement of their common goals. All activities carried out in this framework will be undertaken in accordance with the rules, regulations and procedures of the respective parties.

AREAS OF COOPERATION

Pursuant to the terms of the MOU, the parties intend to collaborate on aligned policy positions, develop joint public statements on relevant issues and advocate for African Americans, people of color and the lesbian, gay, bisexual, transgender, and queer (LGBTQ) community in the areas of:

1) Criminal Justice: work together to advance mutual goals relating to improving public safety, advocating for judicial discretion in sentencing and ending racial, gender identity, and sexual orientation disparities at all levels of the criminal justice system.

2) Health Equity: advocate for the rights of African Americans, people of color and the LGBTQ community to have optimal health outcomes and access to timely, quality, culturally competent and affordable health care.

3) Economic Opportunity: empower African Americans, people of color and the LGBTQ community with the necessary education, resources and partnerships to develop sustainable economic models that advance diversity, inclusion and equity.

4) Civic Engagement: increase civic awareness and engagement for the political, educational, social and economic equality of African Americans, people of color and LGBTQ citizens and mobilize them for full participation in the electoral process to build collective action across communities, including GOTV campaigns.

5) Youth Development: encourage the development of engaged, intelligent, active, and effective youth leadership.

The parties will collaborate on events to include but not be limited to:

- Participation at the NAACP 109th Annual Convention
- Co-host or co-sponsor Candidate Forums and other civic engagement events as identified and where appropriate
- Participation in the 2019 NAACP Civil Rights Advocacy Training Institutes (CRATI) . Additional events for consideration:
 - 2019 50th Anniversary Stonewall Rebellion
 - 2019 50th Anniversary NAACP Image Awards

ROLES OF THE PARTIES

The collaborative roles of the Parties are as follows:

- I. Cooperate and provide mutual support in advancing the partnership objectives of the NAACP and The Lesbian, Gay Bisexual & Transgender Community Center.
- II. Collaborate on providing media and digital content to include press releases, op-ed articles, and NAACP and The Lesbian, Gay Bisexual & Transgender Community Center talking points.

- III. Establish relationships between external partners which are beneficial to the Parties' objectives and to reach our common goals.
- IV. When possible, jointly engage the NAACP and The Lesbian, Gay Bisexual & Transgender Community Center in meetings, conference calls, webinars, Twitter town hall meetings, etc., related to the execution of programming described herein.
- V. The Parties further agree to cooperate in other areas of mutual concern and interest as may be mutually agreed upon to achieve the objectives of this MOU.

CONSULTATION

- I. The Parties will regularly consult with one another and work in a spirit of cooperation with respect to any challenges. For the purpose of facilitating the implementation of this MOU, the channels of communication for the Parties will be:

For the NAACP:

Keron Sadler, Manager, Health Programs

For The Lesbian, Gay Bisexual & Transgender Community Center:

Shijuade Kadree, Senior Director of Public Policy & Advocacy

- II. The Parties will meet (either in person or via teleconference or other electronic means) regularly.
- III. The Parties will agree on and prepare action plans, activities, deliverables, timelines and budgets (where necessary) for the implementation of the activities necessary to archive the objectives of the MOU.
- IV. The Parties will review activities implemented and progress made in the implementation of the action plans on a quarterly basis.

EXCHANGE OF INFORMATION

- I. Subject to applicable law and any confidentiality obligations or policies, the Parties will seek to exchange relevant information on the subject matter of this MOU and will collaborate in the dissemination of such information including through relevant print and electronic media as may be necessary to achieve the objectives of the MOU. The Parties will make all such arrangements as may be necessary or applicable for safeguarding the confidential character of information exchanged under this MOU.
- II. Documents and information exchanged between the Parties under and by virtue of this MOU shall be strictly used in the interest of the ongoing common projects of the Parties and shall not be disclosed or circulated to any third party without the express written agreement of the Parties.
- III. The Parties hereto acknowledge and agree that any information shared by a party is, and shall remain, the intellectual property of such party, and that absent the owner's prior written consent, neither shall be licensed to or gain any interest in the intellectual property of the other party.

THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status.

The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties in determining and performing their obligations under this MOU.

The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term of condition of this MOU, or to bring an action for the breach of this MOU.

GENERAL PROVISIONS

Amendments – Either Party may request changes to this MOU. Any changes, modifications, revision by or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

ENTIRETY OF AGREEMENT

- I. This MOU constitutes the entire agreement between the NAACP and The Lesbian, Gay Bisexual & Transgender Community Center, and supersedes all prior negotiations, representations and agreements, whether written or oral.

- II. The governing law shall be the laws of the State of New York.

ENTRY INTO FORCE, DURATION AND TERMINATION

- I. This MOU shall enter into force on the date of its signature by the duly authorized representatives of the Parties.

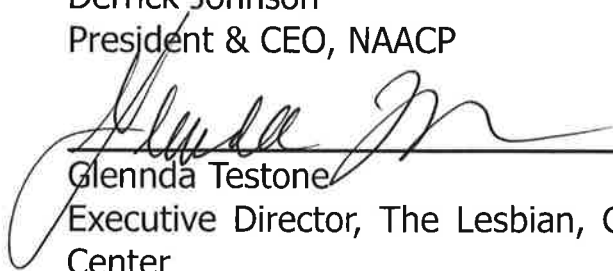
- II. This MOU will remain in force for an initial period of three (3) years, unless either Party terminates this MOU by giving sixty (60) days advance written notice to the other Party. Such termination will take effect as of the date specified in the termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing collaborative activities.

SIGNATURES – In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below and certify that they have read, understand and agree to the terms and conditions of this MOU, as set forth herein.

The effective date of this MOU is the date the signature last affixed to this page. Effective exchange of this document is acceptable to make this MOU effective.



Derrick Johnson
President & CEO, NAACP



Glenda Testone
Executive Director, The Lesbian, Gay, Bisexual & Transgender Community Center

9/17/2018

Date

