

Memorandum of Understanding for Synergistic Effort

This is a Memorandum of Understanding for Synergistic Effort (“MOUSE”), dated as of _____, 20____ (“Effective Date”), between the High Alert Institute, Inc. (“The Institute”), a Florida nonprofit corporation, and _____ (“Partner4Good”), a _____ corporation.

Background

The Institute, a 501(c)3 nonprofit organization, and the Partner4Good wish to work together on a project (the “Project4Good”) as described in the Project4Good Plan and on the basis set out in this MOUSE.

The Institute and Partner4Good agree as follows:

1. Project4Good

1.1 Objectives and Activities

Project4Good objectives and activities, and The Institute’s and Partner4Good’s respective Project4Good responsibilities, are set out in the Project4Good Plan. The Institute and Partner4Good will each carry out such responsibilities in accordance with this MOUSE.

1.2 Project4Good Contacts

The Institute and Partner4Good will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Project4Good. The initial appointees are identified in the Project4Good Plan. The Institute and Partner4Good each may change their contact person at any time and will so advise the other.

1.3 Cooperation

The Institute and Partner4Good acknowledge that the effectiveness of a collaboration depends in large part on the information provided and the actions undertaken by both parties. To that end, The Institute and Partner4Good will cooperate in the performance of the Project4Good, including, without limitation, providing timely access to relevant information and personnel.

1.4 External Communications

The Project4Good Plan sets out the external communication plan for the Project4Good. For consistency of communication, except as contemplated by the Project4Good Plan or as required by law, neither The Institute nor Partner4Good will issue any public statement (including statements on its website) relating to the Project4Good, or use each other’s trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other’s prior written consent.

1.5 Responsibility for Own Actions

The Institute and Partner4Good will each have sole responsibility for the planning, management, and implementation of their own activities relating to Project4Good execution, including, without limitation, managing its Project4Good budget, hiring, assigning, and managing employees, and paying expenses.

1.6 Contracts with Other Parties

The Institute and Partner4Good may each be required to enter into contracts with third parties in order to carry out their respective Project4Good responsibilities. These contracts will be the sole responsibility of the entity entering into the contract; neither The Institute nor Partner4Good will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

1.7 Project4Good Plan

The Institute and Partner4Good will co-develop the Project4Good Plan. The Institute and Partner4Good will discuss and co-develop the proposed Project4Good Plan and, if they agree on an adjustment, confirm and document the Project4Good Plan in the form provided as **Exhibit A**.

1.8 Project4Good Changes

If either The Institute or Partner4Good believes the Project4Good Plan should be adjusted in any respect, it will so advise the other of the proposed changes. The Institute and Partner4Good will discuss the proposed adjustment and, if they agree on an adjustment, confirm and document the adjustment in the form provided as **Exhibit B**.

2. Funding

2.1 Funding Source

The Project4Good is funded by the source ("Funder") identified in the Project4Good Plan and under a funding agreement attached as **Exhibit C** ("Funding Agreement"). Except as contemplated by this MOUSE or the Funding Agreement, The Institute and Partner4Good will each be responsible for their own expenses incurred in carrying out the Project4Good.

2.2 Funding Agreement Terms and Conditions

The Institute and Partner4Good's work on the Project4Good, as described in this MOUSE or otherwise, will be subject to the terms and conditions of the Funding Agreement. The Institute and Partner4Good will comply with all provisions of the Funding Agreement relevant to their respective activities, including, without limitation, funds use, reporting, licensing, and attribution requirements. If there are any inconsistencies between the Funding Agreement and this MOUSE, including the Project4Good Plan, the Funding Agreement will control.

2.3 Funding Procedures

The Project4Good Plan sets out understandings between The Institute and Partner4Good regarding, responsibility for reporting and other interactions with the Funder, funds disbursement procedures, and other matters relating to the disbursement of funds under the Funding Agreement.

2.4 Funder Changes

The Institute and Partner4Good understand that the Funder may request changes that affect the Project4Good. Both parties will cooperate with each other to incorporate such changes, which may require executing an adjustment to the Project4Good Plan in accordance with Section 1.7 or an amendment to this MOUSE in accordance with Section 7.2.

3. Data Collection, Confidentiality, and Recordkeeping

3.1 Project4Good Evaluation

Each of The Institute and Partner4Good may collect, analyze, and disseminate data about the Project4Good to evaluate the Project4Good's effectiveness, comply with external reporting obligations, and carry out its communication activities.

3.2 Reporting

The Institute and Partner4Good will each provide the other with such reports about Project4Good activities as contemplated by the Project4Good Plan and Funding Agreement, and such other information as the other may reasonably request.

3.3 Confidentiality

In working together on the Project4Good, The Institute and Partner4Good may share non-public information ("Confidential Information") with one another and with the Funder, including information about financial, funding, and other matters. The Institute and Partner4Good will each use the other party's Confidential Information only in connection with activities under this MOUSE and the Funding Agreement and will keep this information confidential. Confidential Information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public,

information already known by the receiving party before entering into this **MOUSE**, or information independently developed. All Confidential Information furnished under this MOUSE is and will remain the property of the furnishing party.

3.4 Recordkeeping

The Institute and Partner4Good will each maintain records relating to its Project4Good responsibilities in a manner such that the other can evaluate compliance with this **MOUSE** and the Funding Agreement, and will make those records available for review by the other on reasonable notice during the term of this MOUSE and for a period of three years after its termination.

3.5 Sharing Information

The Institute and Partner4Good will each reasonably cooperate with one another in providing information relating to its activities under this MOUSE in connection with any requests from the Funder under the Funding Agreement, any of either party's other funders, or financial or tax audit, or similar matter, in which the other is engaged.

3.6 Organizational Developments

The Institute and Partner4Good will each notify the other promptly of:

- a. any changes in its management team or key personnel responsible for carrying out its activities relating to the Project4Good;
- b. any loss of its tax-exempt status; or
- c. any other development that has or could have a material adverse effect on its financial condition or otherwise materially affect its ability to carry out the Project4Good.

If requested by either The Institute or Partner4Good, then the other party will promptly provide its annual financial statements and such other financial and other information as reasonably requested.

4. Intellectual Property

4.1 Name and Logo

The Institute and Partner4Good may use the other's name, logo, and other marks (collectively, "marks") on Project4Good materials and for external communication purposes as set out in the Plan. The Institute and Partner4Good may use the other's name, logo, and other marks on their corporate websites in compliance with each other's branding and co-branding guidelines. The use of the other's name, logo, and other marks shall include a reciprocal link(s) to the other's website in compliance with each other's branding and co-branding guidelines. For clarity, The Institute will obtain no rights to Partner4Good's marks, and Partner4Good will obtain no rights to The Institute's marks, other than the limited rights set out in this Agreement.

4.2 Materials Developed by Each Party

In carrying out the Project4Good, The Institute and Partner4Good may share and permit the use of existing proprietary know-how, methodologies, curricula, documents, and other materials (collectively, "materials"). The Institute and Partner4Good grant each other a royalty-free, non-exclusive, non-transferable, non-sublicensable, and revocable license to use and distribute such materials for the sole purpose of carrying out the Project4Good as contemplated by the Plan. For clarity, The Institute and Partner4Good each own, and will continue to own, all rights, titles, and interests, including all copyright rights, in and to its own existing materials. It is further understood and agreed that each party retains all rights, title, and interest in and to any materials, it exclusively creates for the Project4Good.

4.3 Material Developed Jointly

Unless otherwise specified in the Plan, The Institute and Partner4Good will jointly own any new materials developed in connection with the Project4Good that were not developed independently but are jointly conceived and created ("Joint Works"). Neither The Institute nor Partner4Good may convey or license any rights in or to the Joint Works without the express prior written consent of the other party. Following termination of this MOUSE for any reason, either party may use the Joint Works, internally, in connection with activities consistent with the purpose of this Project4Good. Neither party may disclose Joint Works to third parties unless

such party (a) obtains written consent from the other party, and (b) if requested by the other party, removes any trademark, service mark, or other identifiers of the other party from the Joint Works. The Institute and Partner4Good agree that there will be no liability or accounting for profits or revenues made on account of the exercise of any of the rights granted in connection with the Joint Work Product.

4.4 No Infringement

The Institute and Partner4Good each warrant to the other that their respective Project4Good materials will not violate, infringe, or misappropriate any copyright, right of privacy, right of publicity, trademark, trade name, trade secret, or other common law or statutory intellectual property or other rights of any nature of any third party.

4.5 Other Funding Arrangement Requirements

Other funding agreements may require The Institute or Partner4Good to share Project4Good data with or license Project4Good materials to other funders. The Institute and Partner4Good will advise the other about any such requirements, and, to the extent necessary to comply with such requirements, and subject to Section 2.2, grant to the other royalty-free licenses to provide data and materials to such funders.

5. Insurance and Indemnification

5.1 Insurance

The Institute and Partner4Good will carry or obtain the insurance, if any, specified in the Project4Good Plan.

5.2 Indemnification

The Institute and Partner4Good will each defend, indemnify and hold the other and the other's directors, officers, employees, agents, and assigns (collectively, "Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (a) its own performance of activities under or breach of this MOUSE or the Funding Agreement; (b) any claims by employees, the Institutes, subcontractors, suppliers, creditors, tax authorities or other persons in a relationship with it; or (c) actions by one party that cause the other to be in breach of the Funding Agreement. Neither The Institute nor Partner4Good will have any obligation to indemnify the other to the extent the liability is caused by its own gross negligence, willful misconduct, or breach of its obligations under this MOUSE.

6. Termination

6.1 Expiration

This MOUSE will terminate on the completion date set out in the Project4Good Plan unless terminated under any of the other provisions of this Section 6.

6.2 Mutual Agreement

This MOUSE may be terminated by a writing signed by both The Institute and Partner4Good that states their intent to terminate this MOUSE and the date upon which such termination will take effect.

6.3 Termination on Notice

Either The Institute or Partner4Good may on its own terminate the Project4Good and this MOUSE at any time by providing written notice of that decision to the other. Such termination will be effective 30 days after receipt of notice by the non-terminating party.

6.4 Termination for Breach

If either party breaches any of its obligations under this MOUSE, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 15 days after receipt of such notice, the non-breaching party may terminate this MOUSE upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

6.5 Termination for Reputational Concerns

Either The Institute or Partner4Good may immediately terminate this Agreement by giving written notice to the other if it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.]

6.6 Termination by The Institute

Either party may in its sole discretion terminate this MOUSE at any time if (a) one party uses the funds provided under the Funding Agreement for any purpose other than as stated in the Project4Good Plan or Funding Agreement; (b) one party makes any misrepresentation in any report or other document delivered or statement made to the other party or Funder; or (c) the Funding Agreement terminates by reason of Funder action or otherwise. The terminating party will send the other party written notice to that effect, with the termination effective 5 days after the terminating party delivers it.

6.7 Effect of Termination

Upon the expiration or termination of this MOUSE, The Institute and Partner4Good will promptly cease any use of the other's materials, names, logos, and other marks, except as permitted under Section 4.6. If the MOUSE terminates, The Institute and Partner4Good will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Partner4Good upon The Institute's request will repay to The Institute any unused portion of the funds within 30 days after the effective date of termination. Sections 3.3, 3.4, 3.5, 4, 5.2, 6.7, and 7 will survive the expiration or termination of this MOUSE.

7. General Provisions

7.1 Entire Agreement

This MOUSE, together with the Project4Good Plan and other exhibits, expresses The Institute's and Partner4Good's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, courses or dealing or understanding between The Institute and Partner4Good relating to its subject matter. If there are any inconsistencies between the Project4Good Plan and this MOUSE, this MOUSE will control.

7.2 Amendment

This MOUSE may be amended only as stated in and by a writing signed by both The Institute and Partner4Good which recites that it is an amendment to this MOUSE.

7.3 Severability

If any provision of this MOUSE is held illegal, invalid, or unenforceable, all other provisions of this MOUSE will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

7.4 Waiver

Any waiver of the provisions of this MOUSE must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOUSE will not be considered a waiver of any later breach or of the right to enforce any provision of this MOUSE.

7.5 Assignment

Neither party may, directly or indirectly, assign its rights or delegate its duties under this MOUSE to anyone else without the prior written consent of the other party, except that either may assign all of its rights and obligations under this MOUSE without the other's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

7.6 Independence

The Institute and Partner4Good are and will remain independent contracting parties. The arrangements contemplated by this MOUSE do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither The Institute nor Partner4Good has the power or authority to bind or

obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

7.7 Notices

Notices, approvals, and consents under this MOUSE must be in writing and delivered to the Institute and Partner4Good by mail, courier, fax, or email to the contact person identified in the Project4Good Plan.

7.8 Governing Law

This MOUSE is governed by Florida law.

7.9 Counterparts

This MOUSE may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

The Institute and Partner4Good signed this MOUSE as of the date stated in its first paragraph.

High Alert Institute, Inc.

Partner4Good: _____

By: _____

By: _____

Allison A. Sakara
Founder & Executive Director
4800 Ben Hill Trail
Lake Wales, FL 33898
asakara@HighAlertInstitute.org
863.696.8090

Name: _____

Title: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____

Exhibit A

Project4Good Plan

Partner4Good data and contact person

Partner4Good name	
Partner4Good's mission	
Partner4Good address	
Partner4Good contact person	Name: Title: E-mail: Telephone:

The Institute data and contact person

The Institute address	
The Institute contact person	Name: Title: E-mail: Telephone:

Project4Good objectives and activities

Project4Good name (if any)	
Project4Good objective	
Project4Good core activity	
Project4Good period and expected completion date	
Project4Good external communication plan	
Project4Good key performance measures	
Project4Good the Institute[s] or beneficiaries	

The Institute responsibilities

The Institute activities	
The Institute deliverables	
The Institute reporting	
The Institute insurance obligations	

Partner4Good responsibilities

Partner4Good activities	
Partner4Good deliverables	
Partner4Good reporting	
Partner4Good insurance obligations	

Joint Work Product (if applicable)

[Ownership]	<i>[describe applicable terms for ownership]</i>
[Distribution]	<i>[describe applicable terms for distribution]</i>
[Credit and recognition]	<i>[describe applicable terms for attribution]</i>

Funding

Funding source	
Deposit of funds	[The Institute] [Partner4Good] will receive the funds from the Funder and hold them in a restricted account for exclusive Project4Good use.
Disbursement of funds	<i>[describe applicable invoicing and other procedures for disbursement]</i>
Other terms (if applicable)	<i>[state other financial terms]</i>
Reporting to Funder	<i>[describe reporting requirements]</i>

Use of Name and Logos

Project4Good materials	<i>[describe use if any on materials]</i>
External communications	<i>[describe use if any for promotional purposes]</i>

The Institute and Partner4Good sign this Exhibit A of the attached MOUSE effective _____, 20____.

High Alert Institute, Inc.

Partner4Good: _____

By: _____

By: _____

Allison A. Sakara
Founder & Executive Director
4800 Ben Hill Trail
Lake Wales, FL 33898
asakara@HighAlertInstitute.org
863.696.8090

Name: _____

Title: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____

Exhibit B

Project4Good Plan Adjustment

Date of adjustment	
Reason for change(s)	
[Modified Objectives]	
[Modified Activities]	
[Modified Responsibilities]	
[Other Terms]	

The Institute and Partner4Good sign this Project4Good Plan Adjustment effective _____, 20_____.

High Alert Institute, Inc.

Partner4Good: _____

By: _____

By: _____

Allison A. Sakara
 Founder & Executive Director
 4800 Ben Hill Trail
 Lake Wales, FL 33898
asakara@HighAlertInstitute.org
 863.696.8090

Name: _____

Title: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____

Exhibit C

Funding Agreement

[Attach Funding Agreement here]

The Institute and Partner4Good sign this Funding Agreement effective _____, 20_____.

High Alert Institute, Inc.

Partner4Good: _____

By: _____

By: _____

Allison A. Sakara
Founder & Executive Director
4800 Ben Hill Trail
Lake Wales, FL 33898
asakara@HighAlertInstitute.org
863.696.8090

Name: _____

Title: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____