

Memorandum of Understanding

Between the
Austin Kappa Education and Leadership Foundation, Inc. (AKELF)
and
Austin Alumni Chapter of Kappa Alpha Psi Fraternity, Inc. (AAC)

This memorandum of understanding (“MOU”) is entered into by and between the **Austin Kappa Education and Leadership Foundation, Inc. (“AKELF”)**, a Texas nonprofit corporation and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the **Austin Alumni Chapter of Kappa Alpha Psi Fraternity, Inc. (“AAC”)**, a tax-exempt social club, organized under Section 501(c)(7) of the Internal Revenue Code and affiliated with its national parent organization, Kappa Alpha Psi Fraternity, Inc.

As a 501(c)(3) organization, the AKELF is organized and operated exclusively for charitable purposes. Donations or contributions to AKELF are tax deductible.

As a 501(c)(7) organization the AAC is organized and operated for the social purposes of members of Kappa Alpha Psi Fraternity, Inc., specifically the members of the Austin Alumni Chapter. Membership fees and other contributions are used for the chapter’s own social and other purposes. Contributions to the AAC are not tax deductible.

The general purpose of this MOU is to ensure the protection of AKELF’s nonprofit, tax-exempt status while providing support to the AAC initiatives, programs, and activities that are consistent with AKELF’s mission.

Responsibilities:

The primary responsibilities of the AKELF shall be to:

- Promote education and leadership development as a priority for today’s youth.
- Coordinate activities with the AAC, as appropriate.
- Comply with all applicable federal and state laws related to its nonprofit status.

The primary responsibilities of the AAC shall be to:

- Establish programs that are aligned with the objectives of Kappa Alpha Psi Fraternity.
- Coordinate activities with the AKELF, as appropriate.
- Operate the chapter consistent with the *Constitution and Statutes* and other governing documents of Kappa Alpha Psi Fraternity, Inc.

Operational Considerations:

The AKELF and the AAC acknowledge that at all times and for all purposes of this MOU the AKELF shall act in an independent capacity and not as an agent or representative of the AAC. Unless authorized by the AKELF board or board president, no board member shall act as an agent or representative of the AKELF for purposes of this MOU.

The AKELF and the AAC also acknowledge that at all times and for all purposes of this MOU the AAC shall act in an independent capacity and not as an agent or representative of the AKELF. Unless authorized by the AAC board of directors, AAC Polemarch or upon motion approved by a quorum of the AAC membership, no chapter member or chapter officer shall act as an agent or representative of the chapter for purposes of this MOU.

Trademarks, Logos, and Names

The AKELF and the AAC acknowledge that at all times and for all purposes of this MOU, the AAC is owner of any copyright, trademark, logos in the name of the Austin Alumni Chapter of Kappa Alpha Psi Fraternity, Inc. and the AKELF is owner of any copyright, trademark, logos in the name of the Austin Kappa Education and Leadership Foundation, Inc.

Prior to using the logo or name of the other organization in any informational or promotional material, that organization shall submit a formal request to the AKELF board president or the AAC Polemarch, as appropriate. Approval shall be granted in accordance with the respective organizations' internal procedures or processes.

When participating in a joint project or activity where the name of the AKELF is used in publications, a notation similar to the following, shall be included to acknowledge whether all or a portion of the proceeds will be used for non-profit purpose: “A **[all or a portion of funds]** from this activity shall go to the Austin Kappa Education and Leadership Foundation, Inc., a 501(c)(3) non-profit corporation.”

Foundation's Determination Letter

Any use of the AKELF determination letter, other than in prior approved joint initiatives, events, or activities, shall require approval of the AKELF board president.

Funding of Austin Alumni Chapter Initiatives, Programs, and Activities

Nothing in this MOU shall be deemed a commitment or obligation of funds from the AKELF. The AKELF and AAC acknowledge that any financial commitments will be based on availability of funds, a request submitted in accordance with timelines outlined in this MOU, a review of the request by the AKELF board, and a majority vote of approval by the AKELF board members considering the request.

The AKELF may support the AAC initiatives, programs, and activities that are consistent with the AKELF's 501(c)(3) mission.

To request funding from the foundation, the chapter shall submit a request for support to the AKELF no less than six weeks prior to the scheduled date of the activity or beginning of activity or program.

A representative of the AAC shall provide a written report to the AKELF board within 21 days after the chapter meeting at which a report is provided to the chapter member or, if no monthly chapter meeting is held or report is not provided to the chapter membership, within 21 days of the completion of the last initiative, activity, or program that was funded by the AKELF. The report must include financials associated with the activity or project, feedback on the impact of the funding and photographs that document the activity or project. In addition, the report shall provide testimonials from participants or recipients. The photographs, testimonials, and description may be used on the AKELF website and in AKELF publications and the AAC will be responsible for securing appropriate releases for that purpose.

Meeting and Reporting

The AKELF board of directors and the AAC board of directors shall meet at least once each year to foster and maintain a productive relationship and to ensure open and continuing communication and alignment of priorities.

At least quarterly, the AKELF shall provide a report, oral or written, prior to or after an AAC meeting. The AKELF board president shall work with the AAC Polemarch in scheduling the presentation of these quarterly reports.

Joint Projects

Proposals for joint projects between the AKELF and the AAC shall be submitted no less than six weeks prior to the proposed joint project. Any joint project shall require the approval of both the AKELF board and AAC board or membership. The contents of the proposal shall include, at minimum:

- Description of the project;
- Financial commitment of the AAC and the AKELF;
- Distribution of net proceeds; and
- Composition of project's committee, if utilized.

The project's committee shall provide written reports to the foundation board and the chapter board.

Scholarships

During development of the AKELF budget, the AKELF board shall determine the total funds available for scholarship awards for that fiscal year. The AKELF will review fundraising efforts and make a final decision on available scholarship funds no later than January 31 each year. This information shall be communicated to the AAC by February 15.

A scholarship selection committee shall be composed of two AKELF board members and AAC members. The AKELF board president and the AAC Polemarch shall alternate years in which they appoint the chair of the scholarship committee beginning with AKELF board president appointing

the chair upon the initial approval of this MOU. The committee shall provide recommendations to the AKELF board that include background information of the selected recipients.

Term of Memorandum and Renewal of Memorandum

The MOU shall commence upon final approval of both the AKELF's board and the AAC's board. The date of final approval by both organizations shall be recorded in this MOU along with the signatures of the current AKELF board president and the AAC Polemarch.

The MOU shall align with the Kappa Alpha Psi Fraternity, Inc. fraternal year, beginning October 1 and ending September 30. No alteration or modification of any term of the MOU shall be valid unless made in writing, approved by the boards of both AKELF and AAC, and signed by the presiding officer of both boards.

The term of this MOU may be extended for an additional fraternal year upon mutual agreement of both the AAC board and AKELF board.

Termination Process

This MOU may be terminated by AKELF's board of directors or the AAC board of directors by giving the other party to this MOU one month notice in writing.

Upon termination of the MOU, any agreements outlined in this MOU will no longer be in force and any requests will be presented to the respective organization's board.

Signatures

Name: _____

Name: _____

Organization:
Austin Kappa Education and Leadership Foundation, Inc.

Organization:
Austin Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.

Title:
Board President

Title:
Chapter Polemarch

Date: _____

Date: _____