

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:

This section summarizes the existing responsibilities of each organization. Nothing in this section or MOU is intended to redefine the overall objectives and responsibilities of the AAC and the AKELF.

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 the AAC 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 at an AAC chapter meeting, 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 distributed to the public (individuals outside of the AAC and the AKELF), 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. The purpose of this section is to ensure that electronic or paper distribution to the public of any promotional or informational materials, which contain the logo or name of the other organization, has received appropriate approval of the respective organization.

Use of the respective organizations' trademarks, names, and logos in joint AAC/AKELF projects or activities shall be handled in accordance with the Joint Projects provisions of this MOU.

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 shall 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 Initiatives, Programs, and Activities

Nothing in this MOU shall be deemed a commitment or obligation of funds from the AKELF or AAC. The AKELF and AAC acknowledge that any financial commitments shall be based on the

availability of funds, a request submitted in accordance with timelines outlined in this MOU, a review of the request by the AKELF and the AAC.

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

The AAC chapter may support AKELF initiatives, programs, and activities that are consistent with the objectives of the AAC.

To request funding, the organization shall submit a request for support no less than 60 calendar days prior to the scheduled date of the activity or beginning of activity or program. The organization receiving the request shall respond to the requesting organization within 14 calendar days of receiving the request.

Within 21 calendar days of the completion of the last initiative, activity, or program that was funded, a representative of the requesting organization shall provide a written report to the organization that provided the funding. 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 organization's website and in publications. The organization receiving the funding shall be responsible for securing appropriate releases for this 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 a regular or special AAC meeting that is open to all AAC members. 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 60 calendar days 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

The AKELF shall review fundraising efforts and communicate a final decision on available scholarship funds no later than January 15 each year.

A scholarship selection committee shall be composed of two AKELF board members and two 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 scholarship selection committee shall provide recommendations to the AKELF board that include background information of the selected scholarship 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 shall no longer be in force and any requests shall be presented to the respective organization's board for individual consideration. Any requests or plans agreed to by the AKELF and AAC prior to the termination date of this MOU shall continue to be honored in accordance with those specific agreements.

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: _____