



My Brother's Keeper Alliance Community Agreement

This Community Agreement ("**Agreement**") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between **FULTON COUNTY, Georgia**, a political subdivision of the State of Georgia, acting through its Department of Community Development, (the "**Backbone**" or "**You**" or "**Your**") and The Barack Obama Foundation, a District of Columbia nonprofit corporation having 501(c)(3) status under the Internal Revenue Code (the "**Foundation**"). (The Foundation and the Backbone may be individually referred to herein as "**Party**" and collectively as "**Parties**".)

This Agreement outlines the purpose, expectations, and parameters of Your participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. The Foundation has the right to unilaterally amend the Foundation Policies, such Foundation Policies are subject to change at the Foundation's sole discretion without notice to You, and if so, the revised Foundation Policies will apply to You; provided that Backbone may terminate the Agreement with 30 days written notice if it does not agree to the Foundation's changes to its policies and guidelines. By signing this Agreement, You acknowledge that You have received, read, and accepted this Agreement.

1. **About.** The Foundation's My Brother's Keeper ("**MBK**") Alliance manages the MBK Alliance's Leadership Network (the "**MBK Leadership Network**" or the "**Program**"), a nationwide collective of MBK Communities that have answered former President Obama's call to change outcomes for boys and young men of color. Each participant of the MBK Leadership Network works to build their MBK Community to achieve population level change in an MBK Milestone (described below as the "Six Milestones") as outlined in the Pathway to Population Level Change rubric. Participants engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The MBK Alliance convenes the MBK Leadership Network virtually and in-person to improve and accelerate local collective efforts to achieve the Six Milestones. All programming, functions, events, webinars, and other virtual communications related to the Program, MBK Communities and/or the subject matter of this Agreement shall be governed by this Agreement, regardless of whether or not Foundation staff are actively moderating, facilitating, or otherwise present.
2. **Key Definitions.**
 - a. **MBK Leadership Network.** A nationwide collective of backbones who are actively working to achieve population level change in an MBK Milestone (described below as the "Six Milestones") as outlined in the Pathway to Population Level Change rubric. Backbones engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The Six Milestones are: (i) entering school ready to learn; (ii) reading at grade level by third grade; (iii) graduate from high school; (iv) complete post-secondary education or training; (v) all youth out of school are employed; (vi) all youth safe from violent crime.
 - b. **MBK Community.** A Backbone-led coalition of organizations, agencies, and individuals within a specific geographic area that have made a public commitment to shift outcomes for boys and young men of color by addressing the Six Milestones from cradle to career. To register with the MBK Leadership Network, an MBK Community must (i) identify a Backbone and Backbone Lead to register with the MBK Leadership Network, and (ii) commit to Certification and the Pathway to Population Level Change.
 - c. **MBK Backbone ("**Backbone**").** An existing staffed entity with a specific set of skills serving as the financial and organizational lead entity of an MBK Community's MBK efforts. The Backbone coordinates the MBK local action plan and affiliated local MBK stakeholders (i.e., community members, local leaders, etc.). Backbones are the primary point of contact for a MBK Community and work closely with the MBK Alliance to receive coaching, technical assistance and support. The

Backbone translates their learnings and coordinates with their MBK Community Members to advance the impact in the Six Milestones. All Backbones must:

- i. Be either a public/ private partnership, designated community-based organization, governmental appointed agency, or tribal designated entity.
 - ii. Register with the MBK Alliance and participate in the MBK Leadership Network.
 - iii. Notify the MBK Alliance when a Backbone Lead transitions.
 - iv. Be approved by the Foundation. The Foundation may, in its sole discretion: (A) deny any specific Backbone entry into the MBK Leadership Network; and (B) remove any specific Backbone from the MBK Leadership Network.
- d. **MBK Community Members.** Entities within an MBK Community that contribute to systems change work in a specific geographical area, including organizations, entities or individuals working on various components of an MBK action plan. Backbones are responsible for monitoring and managing their MBK Community Members.
 - e. **MBK Community Coach (“Coach”).** The Coach provides regional support for MBK Communities to increase their impact. The Coach works directly with the Backbone and serves as a two-way liaison between the MBK Alliance and local communities by providing technical assistance to (i) enhance community understanding of MBK Alliance standard of excellence, and (ii) strengthen community and the MBK Leadership Network through frequent engagement and reporting of community challenges and successes. Coaches are identified and appointed by the Foundation.
 - f. **Backbone Leads.** Each Backbone is represented by a primary individual contact (“**Primary Lead**”) and secondary individual contact(s) (“**Secondary Lead**”, together, with the Primary Lead, “**Backbone Leads**”) who serve as liaisons to the MBK Leadership Network and MBK Alliance and lead MBK efforts in their MBK Community to advance meaningful policy and programmatic shifts. Backbones are responsible for selecting, monitoring, managing their Backbone Leads; provided, however, the Foundation may, in its sole discretion: (i) deny any specific Backbone Lead; and (ii) have You remove and replace any designated Backbone Lead.
 - g. **MBK Certification (“Certification” or “Certified”) and the Pathway to Population Level Change.** Certification is the first step on the **Pathway to Population Level Change** which supports an MBK Community to achieve population level impact for boys and young men of color in one of the Six Milestones. Certification is achieved by building a collective impact infrastructure aligned with the MBK Equity Framework, documenting those efforts in the MBK Leadership Network’s Online Platform (“**Online Platform**”) and receiving formal approval from the MBK Alliance. Each Certified MBK Community maintains their Certification by participating in ongoing continuous improvement towards population level impact as a part of the MBK Leadership Network.

3. **Benefits of Serving as a Backbone.**

- a. **Programming.** Over the course of the Term, the Foundation may provide Backbones with the following programming opportunities:
 - i. **Virtual Sessions.** The Foundation may invite the Backbone to virtual sessions through the MBK Leadership Network.
 - ii. **Networking Opportunities.** The Foundation may provide Backbones with networking opportunities with other organizations working with the MBK Alliance.
- b. **Foundation Events.** The Foundation may invite Backbones to participate in programming, functions, events, meetings, and/or webinars hosted by the Foundation (whether in-person or virtual, “**Foundation Events**”) as they occur.
- c. **Publicity.** The Foundation may spotlight Backbones on various media, including its digital channels like its website and social media pages.
- d. **Online Platform.** Backbones will be granted access to the Online Platform, as further described below.

4. Roles & Responsibilities.

- a. **Your Role as a Backbone.** Backbones and any of the Backbone Leads, Backbone’s directors, officers, managers, employees, contractors, subcontractors, agents, representatives, affiliates, volunteers, and any other person under the Backbone’s direction or control or acting with authority from the Backbone (“**Backbone Personnel**”) are expected to comply with this Agreement at all times, including, for the avoidance of doubt, at Foundation Events and in virtual spaces, and regardless of the Foundation’s presence. Backbones are also responsible for managing and monitoring your MBK Community Members. By signing this Agreement, You agree to work towards Certification and the Pathway to Population Level Change.
- b. **Focus on Results.** The MBK Alliance is working to create population level change across the Six Milestones and consequently, all MBK Leadership Network engagements should ultimately be in service of this goal.
- c. **Code of Conduct.** Foundation Events, tools, and services are meant to foster meaningful and inclusive collaboration that advances the Six Milestones and builds the collective impact infrastructure that leads to lasting results. Backbones and Backbone Leads agree to uphold, and to ensure that Backbone Guests are aware of and uphold, the following Code of Conduct at all times, including, for the avoidance of doubt, at Foundation Events or in virtual spaces, and regardless of the Foundation’s presence:
 - i. Provide a safe, respectful, and welcoming environment where all are allowed to fully express their ideas and opinions free from discrimination or harassment;
 - ii. Use best judgment to maintain appropriate, safe physical and nonphysical boundaries;
 - iii. Maintain the highest professional and ethical standards and conduct itself in a professional, respectful, tolerant, and inclusive manner at all times;
 - iv. Act in a manner that reflects positively upon the Foundation and the MBK Alliance, and inspire confidence, respect, and trust at all times, both during and outside Foundation Events;
 - v. Foster collaboration for the purpose of generating ideas that empower, share, innovate, learn, and develop the capacity to activate change;
 - vi. Value everyone’s ideas, skills, and contributions;
 - vii. Listen as much as you speak, ask respectful questions, and demystify context;
 - viii. Foster energy that builds “yes, and” ideas and permit the ability to stretch;
 - ix. Prioritize access for and input from those who are typically excluded or socially-marginalized;
 - x. Actively involve diverse voices and those with subject matter expertise in all decision-making processes;
 - xi. Ensure that relationships and conversations between and among the MBK Leadership Network and MBK Alliance are respectful, participatory, and productive; and
 - xii. Ensure that Foundation property and technology are not broken, damaged, or interfered with.

The Foundation reserves the right to ask any Backbone or Backbone Personnel in violation of this Code of Conduct to leave the MBK Leadership Network or any MBK Leadership Network-sponsored activity. The Foundation also may immediately remove any Backbone or Backbone Personnel from the MBK Leadership Network for cause without obligation, if, at any time, the following occurs: (a) the Backbone or any Backbone Personnel becomes the subject of or causes shame, scandal or embarrassment to themselves or to the Foundation through any statement, action, or association known to the general public; (b) the Backbone or any Backbone Personnel is convicted of a crime of moral turpitude or commits any felony or acts of fraud, theft, or embezzlement; or (c) the Backbone

or Backbone Personnel engages in any conduct in violation of Foundation policies and detrimental to the business, operations, or reputation of the Foundation.

5. **Engaged MBK Communities.** The MBK Alliance considers an MBK Community and their Backbone engaged when it:
- Communicates regularly with their Coach and as requested by the MBK Alliance and/or Foundation and abiding by the Communications described below.
 - Attends meetings and check-ins scheduled by the Foundation, MBK Alliance, and/or Foundation affiliates.
 - Completes all actions required for Certification and the Pathway to Population Level Change, including continuous improvement actions assigned through the Online Platform or otherwise directed by the MBK Alliance.
 - Actively performs the role of a Backbone within their community (as determined in the MBK Alliance and/or Foundation's sole discretion).
 - Complies with the terms and conditions of this Agreement.

An MBK Community cannot be engaged if its Backbone and Backbone Leads are not engaged. Requests for appearances by Foundation staff or other in-kind contributions will only be considered for engaged Backbones that provide reasonable advance notice (no less than 60 days); provided, however, that such requests shall be granted or denied in the Foundation's sole discretion.

6. **Communications.** One of the most important functions of a Backbone is accurate and timely communication with a wide variety of community stakeholders, including the Foundation and MBK Alliance. This Section outlines certain key responsibilities related to communications, while the Communications Guidance (*accessible through MBK Online Platform*) provides more comprehensive detail, including links to existing resources (logos, templates, collateral, etc.) as they become available.
- Backbone Lead Staffing Transitions.** A Backbone must notify the Foundation in writing at least 15 days in advance of any proposed Backbone Lead transitions. All Backbone Lead transitions must be approved by the Foundation in writing. All inactive and former Backbone Leads will be removed from the MBK Leadership Network and all other spaces in which the MBK Leadership Network convenes.
 - Foundation Requests.** Backbones must respond to reasonable requests from the Foundation for additional data about the Backbone's projects, organization, and impact.
 - Stakeholder Communications.** Backbones must implement an intake/ communications process for local stakeholders interested in participating in their local MBK Community. This process should include prompt follow up that honors the interest and potential contributions of those stakeholders. The MBK Alliance will not dictate or monitor these response times, but it is suggested that at minimum, a standard response email welcoming new stakeholders to the MBK Community and its next convening is sent within two days of the initial stakeholder contact.
 - Orientation to MBK Alliance Sessions.** The MBK Alliance and its Coaches will host bi-monthly 60-minute virtual "Orientation to MBK Alliance" sessions ("**Orientations**") to provide context and clarity around the work of the MBK Alliance and the role of MBK Communities, Backbones, Community Members, and other stakeholders. Backbones shall encourage stakeholders to register to attend the Orientations on [the MBK Alliance website](#).
 - Referrals.** The MBK Alliance will connect Orientation attendees to the appropriate Backbone Leads after the Orientations. Backbone Leads shall promptly follow-up with all referred attendees from the MBK Alliance.
 - Communications Guidance.** Backbones and Backbone Personnel agree to comply with the Communications Guidance (*accessible through the Online Platform*). You acknowledge that all Foundation and MBK Alliance branding (including identification or association with the Foundation and MBK Alliance and, for the avoidance of doubt, identification as an MBK Community or Backbone),

press and media opportunities, and other communications opportunities are limited to the Term described in Section 11(a).

7. The MBK Online Platform and Other Virtual Spaces.

- a. **Online Platform.** The Foundation's MBK Online Platform provides Backbone Leads with a virtual space to "Certify, Learn, and Connect". More information is found in the Online Platform Terms and Conditions (*accessible through MBK Online Platform*).

8. In-Person Convenings.

- a. **Participation in Foundation Events.** The Foundation reserves the right to deny entry to any Foundation Event to any specific individual in its sole discretion.
- b. **Substitutions at Foundation Events.** Invitations to Foundation Events are for the individual invitee only; substitutes or alternatives are only permitted as directed in writing by the Foundation, in its sole discretion. The Foundation may, in its sole discretion, invite other stakeholders within an MBK Community to attend, participate, facilitate, or otherwise engage in Foundation Events. In general, only Backbone Leads will be invited to Foundation Events.

9. Submissions; Appearance Releases; Minors.

- a. **Submissions.** When the Backbone voluntarily, or on the Foundation's request, provides non-confidential comments, statements, stories, photographs, video, audio and/or other recordings, content, or media to the Foundation ("**Submissions**"), the Backbone grants the Foundation a perpetual, irrevocable, worldwide, sublicensable, royalty-free license to publish, reproduce, distribute, publicly perform, publicly display, edit, modify, create derivative works of and otherwise use the submissions in any manner or media and for any reasonable purpose at the sole discretion of the Foundation. The Backbone represents and warrants that it has all rights necessary to grant the foregoing rights and permission, including consents and releases from any Backbone Guests (or their parents/legal guardians as applicable) featured or depicted in its Submissions, and that no infringement or violation of any third party rights, including intellectual property rights, rights of publicity, or rights of privacy, will result from the use of its Submissions.
- b. **Photograph and Video Release.** The Foundation will document Foundation Events and other programming in which the Backbone participates with photography, videography and/or sound recordings, including without limitation screencasts, screenshots, or recording of virtual Foundation Events and may distribute or disseminate other communications, publications or media around the Program and the Backbone's and any Backbone Guest's participation. The Backbone hereby grants the Foundation and its designees permission to use the likenesses, names, images, biographic information, voices ("**Likeness**") of the Backbone and any Backbone Guests and any material based thereon or derived thereon in photographs, videos, or other digital media ("**Content**") in any and all of its publications, including web-based publications, and in other publications or media, without further approvals or payment or other consideration. The Backbone agrees that all Content will be the sole property of the Foundation, and the Foundation may edit, distribute, publish, reproduce and otherwise exploit such Content. The Backbone also irrevocably authorizes the Foundation to reasonably edit, alter, copy, exhibit, publish, or distribute the Content for any lawful purpose. In addition, the Backbone waives any right to inspect or approve the finished Content products.
- c. **Minors.** The Backbone shall ensure that no minor shall be invited by the Backbone to participate in Foundation Events without a consent to participate and appearance release signed by such minor's parents or legal guardians. The Backbone shall obtain, and shall be solely responsible for obtaining, signed releases and consents (the "**Releases**"), as applicable, covering its employees, volunteers, and participants' participation in the Program, including any students or minor participants granting the Foundation the right to document Foundation Events and other activities as described in this Agreement. The Backbone hereby irrevocably transfers and assigns to the Foundation, and the Foundation hereby acquires from Backbone, all of the Backbone's rights, title and interests in and to all Releases collected by the Backbone pursuant to this Agreement. The Backbone shall give the Foundation, and any the Foundation designee, all reasonable assistance and shall execute all

documents necessary to assist and/or enable the Foundation to perfect, preserve, register and record its rights in any and all such Releases.

10. **Nonprofit Status; Foundation Events.**

- a. The Foundation is a 501(c)(3) nonprofit organization registered in the United States. As such, the Foundation is subject to specific legal guidelines. Furthermore, the Foundation is a non-partisan, non-political organization. By Applicable Law, the Foundation is prohibited from intervening in any political campaign, and is significantly restricted in lobbying. The Backbone shall not use its association with the Foundation for or in connection with lobbying, influencing legislation, affecting the outcome of elections, engaging in political activities, running or campaigning for public office, inducing or encouraging violations of law or public policy, or undertaking any activity for a non-charitable purpose. The Backbone hereby acknowledges that any rights or benefits granted to the Backbone under this Agreement have not been designated by the Foundation to support political campaigns, lobbying activities, or to otherwise support attempts to influence legislation.
- b. The Backbone agrees that if any Backbone Personnel choose to campaign for public office during the Term, the Backbone shall notify such Backbone Personnel that they must refrain from disclosing or describing the Backbone or their relationship with the Foundation or otherwise utilizing Foundation or MBK Alliance names, materials, or logos in furtherance of Backbone Personnel's political campaign.
- c. If the Backbone, any Backbone Personnel, any Backbone program participants, or any other guests or invitees of the Backbone (collectively, "**Backbone Guests**") will attend any Foundation Event, the Backbone agrees to comply with, and to ensure that Backbone Guests are aware of and comply with, the Foundation's 501(c)(3) Guidelines (regarding compliance with Section 501(c)(3) of the United States Internal Revenue Code) found at obama.org/charity-law-compliance (the "**Charitable Organization Guidelines**") and any event policies (including any code of conduct and health and safety policies) for such Foundation Event ("**Event Policies**" and together with the Charitable Organization Guidelines, the "**Event Guidelines**"), which Event Guidelines are subject to change from time to time at the Foundation's sole discretion. At Foundation Events, the Backbone must, and must ensure that Backbone Guests, comply with all reasonable directions of the Foundation. The Foundation reserves the right to deny entry to any Foundation Event to any specific individual (including any Backbone Guest) in its sole discretion. The Backbone acknowledges that: (i) it is responsible for its own security and property at any Foundation Event; and that it shall be solely responsible for any damage or injury caused by anyone under Backbone's control or direction; provided that nothing herein shall be construed as a waiver of any governmental immunity available to Backbone and its employees and officials, including but not limited to sovereign immunity and official immunity.

11. **Other Terms and Conditions.**

- a. **Term and Termination.** The Term of this Agreement will commence upon the Effective Date and may be terminated by the Foundation at any time or by the Backbone with 10 days' notice to the Foundation (the "**Term**"). Upon expiration or termination of this Agreement for any reason, access to the Online Platform will be terminated and the Backbone shall promptly: (i) cease all use of the Foundation and MBK Alliance names, logos, and other assets granted pursuant to the Communications Guidance or otherwise approved in writing by the Foundation; (ii) return to the Foundation all Foundation-owned property or equipment in its possession or control; and (iii) return or destroy, at the Foundation's option, all Foundation Protected Information or Foundation Materials in the Provider's possession or control.
- b. **Representations and Warranties.** The Backbone represents and warrants to the Foundation that it: (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder; (ii) is under no obligation, contractual or otherwise, which might in any way interfere with its participation in the Program and/or full and complete performance of the Agreement; has the rights, registrations, licenses, permits, and governmental approvals required to participate in the Program and perform this Agreement; (iii) has and shall comply with applicable

international, national/federal, state/district/territorial/provincial, and/or local laws, statutes, regulations, rules, ordinances, orders and/or decrees, including any binding guidance or code of practice issued by a governmental, regulatory, and/or supervisory authority (“**Applicable Laws**”); and (iv) will not infringe, misappropriate, dilute or otherwise violate the intellectual property rights (including rights of publicity or rights of privacy) of any third party.

c. **Confidentiality.**

- i. For purposes of this Agreement, “**Protected Information**” means any and all non-public, confidential, or proprietary information about the Foundation disclosed before, on, or after the Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including, without limitation: (A) information concerning the Foundation’s: business, fundraising, operations, plans, finances, strategies, methodologies, or other affairs; capital and assets; technology and proprietary information of the Foundation; proprietary methods and processes; source code; data, lists, models, analytics, digital assets, and databases, and information contained therein; technical, financial and business information and data; lists of actual or potential donors; lists of individuals that are attending or invited to Foundation Events; details of Foundation Events not open to the general public (including, without limitation, time and place of events); (B) the existence and terms of this Agreement and any business or other relationship now or subsequently existing between Foundation and the Backbone; and (C) all information that the Foundation is required by third parties to keep confidential. Information shall not be considered Protected Information hereunder to the extent, but only to the extent that, such information (1) is or becomes publicly known and made generally available in the public domain through no action or inaction (including through no fault, default, or breach) of the Backbone or its Representatives, (2) is or was rightfully acquired by the Backbone from an independent third party on a non-confidential basis without a breach of such third party’s obligations of confidentiality, whether by a legal, contractual or fiduciary obligation, (3) is or was independently developed by the Backbone without use of or reference to any Protected Information or any materials or data of the Foundation, as shown by documents and other competent evidence in Backbone’s possession, or (4) must be disclosed pursuant to Applicable Law. The Backbone shall use any Protected Information disclosed to it or otherwise made available to the Backbone solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential until such time, if ever, such Protected Information becomes available to the public (other than as a result of a disclosure by the Backbone or any of its Representatives in violation of its or their confidentiality obligations).
- ii. To the extent permitted by law, the Backbone shall treat the Protected Information with at least the same degree of care as the Backbone uses to safeguard from unauthorized disclosure its own confidential and proprietary information of like importance, but in no event less than a reasonable degree of care. The Backbone will not, without the prior written consent of the Foundation, (A) use any Protected Information other than in connection with this Agreement, or (B) disclose, in any manner or via any media whatsoever, any such Protected Information other than to its Representatives. The Backbone may disclose Protected Information, on a need-to-know basis, to any of its directors, officers, managers, controlling members, employees, agents, approved subcontractors, affiliates, financing sources, or advisers (including, without limitation, attorneys, accountants, consultants, bankers and similar financial advisors) (collectively, “**Representatives**”) who (1) Backbone believes need to know the Protected Information for purposes directly related to this Agreement, (2) are informed of the confidential nature of the Protected Information, and (3) agree to abide by the confidentiality provisions of this Agreement.

- iii. The Backbone will be responsible for any breach of this Agreement by any of its Representatives. To the extent permitted by law, in the event that the Backbone or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Backbone will notify the Foundation promptly so that the Foundation may seek a protective order or other appropriate remedy, or, in the Foundation's sole discretion, waive compliance with this Section 11(c).
- d. **Publicity; Non-Disparagement.** Unless otherwise permitted by the Communications Guidance, the Backbone shall not (i) use the names, logos, service marks or trademarks, or otherwise identify or refer to the Foundation or its directors, officers, employees, agents, representatives, contractors, principals, affiliates, partners, donors, products, services or programs, or former President Barack Obama, former First Lady Michelle Obama, or their children, parents, siblings or other family members (collectively, including the Foundation ("**Foundation Covered Parties**"), or (ii) use, identify or refer to the transactions contemplated by this Agreement in any press releases, publicity, marketing, promotional material, or in any other public manner (including without limitation on a website or any social media channel) without the prior written consent of the Foundation. Unless otherwise permitted by the Communications Guidance, no photographs, video or other media, articles, or papers related to or in any way associated with the Foundation Covered Parties or the Agreement shall be made public without the Foundation's prior written consent. If the Foundation approves, in its sole discretion, any type of use or activity described in this Section 11(d), the Backbone (A) shall comply with any use guidelines or restrictions communicated by the Foundation to the Backbone, (B) shall not disclose non-public details about the Agreement or other Protected Information, and (C) must accurately represent itself and its participation in the Program. The Backbone shall not make, publish, or communicate to any person or entity, or any media or in any public form, any defamatory, disparaging, or maliciously false remark, comment, or statement concerning any Foundation Covered Party. This Section shall not, in any way, preclude, restrict, or impede the Backbone from complying with any Applicable Law or testifying as required by lawful subpoena or other legal process, provided that such compliance does not exceed the minimum required by such law, or making good faith reports to governing regulatory bodies or authorities.
- e. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER THE FOUNDATION NOR ANY FOUNDATION INDEMNITEES WILL BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL CLAIMS AND OTHER MATTERS FOR WHICH THE FOUNDATION OR ANY FOUNDATION INDEMNITEES MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROGRAM, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
- f. **Insurance.** Upon the Foundation's request, the Backbone shall obtain any necessary insurance coverage to mitigate the risk related to the Backbone's participation in the Program, and shall provide the Foundation with a certificate of insurance from the Backbone's insurer evidencing the insurance coverage specified. The certificate of insurance shall name the Foundation as an additional insured. Except where prohibited by Applicable Law, the Backbone shall require its insurer to waive all rights of subrogation against the Foundation's insurers and the Foundation. Notwithstanding the foregoing, the Foundation understands that Fulton County Government maintains a "Self-Funded" Program for General or Excess Liability, Automobile Liability and Primary Workers' Compensation (Employers Liability) policies of insurance. Accordingly, Fulton County does not procure or maintain any General or Excess Liability, Automobile Liability or Primary Workers' Compensation policies of insurance. Accordingly, the Foundation agrees that Backbone is authorized and permitted to self-fund these insurance obligations.
- g. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid, in the U.S. mail; (ii) a

reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such messenger or courier; (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (iv) email, in which case notice shall be deemed delivered on the date of such email if received prior to 5:00 p.m. (time zone of the recipient) on a business day, but if not received prior to such time, then on the following business day. All notices to the Backbone shall be sent to the Backbone's address set forth below their signature and all notices to Foundation shall be addressed as follows: The Barack Obama Foundation, 5235 S. Harper Ct., Suite 1140, Chicago, Illinois 60615, Attention: Chief Legal Officer, Email: legal@obama.org. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided.

- h. ***Relationship of the Parties.*** Nothing contained in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency between the Parties. The Backbone and its affiliates (including, without limitation, Backbone Personnel) will have no right or authority to act for, represent, bind, obligate, or commit the Foundation. The Backbone shall not attempt to enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of the Foundation. The Backbone shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of Backbone Personnel.
- i. ***No Entitlement.*** The Program does not include any benefits other than those specifically identified in this Agreement. These benefits may be amended or revoked at any time during the Term at the Foundation's sole and absolute discretion.
- j. ***Waiver.*** If either Party fails to enforce any of the provisions of this Agreement or any rights or remedies hereunder, such failure will not be considered to be a waiver of any of those provisions, rights, or remedies or in any way affect the validity of this Agreement. The failure of either Party to exercise any of such provisions, rights, or remedies will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or remedies that it has under the Agreement or pursuant to law. A Party shall be deemed to have waived a right of such Party under this Agreement only if the waiver is in a writing signed by the waiving Party.
- k. ***Binding Effect; No Third-Party Beneficiaries; Assignment.*** This Agreement shall be binding on and inure to the successors and permitted assigns of the Parties. Subject to the immediately preceding sentence, no person or entity other than the Parties has or will have any rights or remedies under this Agreement. This Agreement shall not be assigned in whole or in part by either Party without first obtaining the prior written consent of the other, and any attempted assignment without such prior written consent shall be void and of no force or effect.
- l. ***Survival.*** All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations with respect to the use of intellectual property and the rights and obligations set forth in Sections 9 (Submissions, Appearance Releases, Parental Consent of Minors) and 11 (Other Terms and Conditions).
- m. ***Rights and Remedies; Equitable Remedies.*** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance, in equity, or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies. Backbone acknowledges and agrees that (i) a breach or threatened breach by the Backbone of any of its obligations under Sections 9 (Submissions; Appearance Releases; Minors), 10 (Nonprofit Status; Foundation Events), 11(c) (Confidentiality), 11(d) (Publicity; Non-Disparagement) and or any obligations relating to the use of any Party's intellectual property, would give rise to irreparable harm to the Foundation for which monetary damages would not be an adequate remedy, and (ii) in the event of a breach or a threatened breach by the Backbone of any such obligations, the Foundation will, in addition to any and all other rights and remedies that may be available to the Foundation at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that

may be available from a court of competent jurisdiction, without any requirement to post a bond or other security (to the extent permitted by Applicable Law), and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

- n. **Entire Agreement.** This Agreement, including any Foundation Policies, and any addenda thereto, relating to the subject matter hereof, constitutes the entire agreement between the Backbone and the Foundation. This Agreement supersedes all prior or contemporaneous communications, representations, understandings and/or agreements, whether oral or written, relating to the Backbone's participation in the MBK Leadership Network. Except as explicitly set forth herein, there are no promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducement to the execution hereof or otherwise in effect among the Parties in connection with this Agreement. No modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a written instrument duly executed by both Parties. In the event of conflict between this Agreement and any Foundation Policy, the Foundation Policy shall prevail, unless this Agreement specifically states the intent to supersede a specific portion of a Foundation Policy.
 - o. **Governing Law; Venue.** This Agreement, including all Foundation Policies, and any addenda thereto, shall be governed by and interpreted pursuant to the laws of the State of Georgia, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia. The Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in Atlanta, Georgia for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or federal courts located in Atlanta, Georgia, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
 - p. **Headings; Severability.** The headings in this Agreement are for the convenience of the Parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every Section, paragraph, part, term or provision of this Agreement is severable from others. If any Section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the Parties agree that such provision will be given the maximum effect possible, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found void, invalid or unenforceable. However, if any provision of this Agreement cannot be so saved, this Agreement shall be considered divisible as to such provision, which shall be inoperative, and the remaining Sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
 - q. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement and any written instrument delivered in connection herewith may be executed by electronic methods (whether by .pdf scan sent via email or facsimile or by use of an electronic signature platform or application).
12. **A Final Word about Accountability.** You shall review this Agreement carefully and strictly comply with the terms of this Agreement throughout the Term. If You breach or violate any of the terms of this Agreement, or any other agreement between You and the Foundation, the Foundation reserves the right in its sole discretion to: (a) suspend You from the MBK Leadership Network; (b) terminate Your participation in and association with the MBK Leadership Network; (c) terminate Your access to the Online Platform; (d) remove and/or replace any Backbone Leads; (e) if You are in violation of any material term of this Agreement, require You to return or repay any or all financial benefits and assistance provided to You under this Agreement and/or in

connection with the MBK Leadership Network; and/or (f) to exercise any other rights or remedies available to the Foundation.

By signing below, You agree to abide by this Agreement to help us make this a positive and safe community for productive connections and exchange of ideas!

Thank you for participating in the Program, so that together we can make the MBK Leadership Network a thriving community of leaders supporting each other towards population level change for boys and young men of color!

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed and delivered by each Party’s duly authorized representative as of the date set forth below.

FULTON COUNTY, GEORGIA

The Barack Obama Foundation

Robert L. Pitts, Chairman
Board of Commissioners

Signature:  Signed by: Ammar Rizki
FCB70FB83EF2402...
Name: Ammar Rizki

ATTEST:

Tonya Grier
Clerk to the Commission

Title:

(Affix County Seal)

Date:

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Stanley Wilson
Director of Community Development

Address:
Fulton County Department of Community Development
137 Peachtree Street, SW
Atlanta, Georgia 30303

Backbone Lead Acceptance

This Backbone Lead Acceptance is a part of and subject to the foregoing Agreement between the Backbone and the Foundation. The Backbone hereby names Reginald Crosley as the Backbone's Primary Lead and Carlos Thomas as the Backbone's Secondary Lead.

By signing below, each Backbone Lead hereby accepts the position of Backbone Lead and agrees to be bound by the Agreement.

Primary Backbone Lead:

Signature:

Name: Reginald Crosley

Title: Fulton County Youth Commission

Date:

Secondary Backbone Lead:

Signature:

Name: Carlos Thomas

Title: Division Manager, Fulton County Youth and
Community Services Division

Date: