01 AUGUST 2019

MEMORANDUM OF UNDERSTANDING
FOR MEMBERS OF RIVER DEEP ALLIANCE

This Memorandum of Understanding ("MOU") is made and entered into as of this 1st day of August, 2019, by River Deep Alliance and between River Deep Foundation, a tax-exempt, charitable organization recognized under Sections 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"). Anglers of Honor, Craig Hospital, Operation TBI Freedom, SCI HOP, Task Force:ISO, Victory Service Dogs, Quality of Life Plus and River Deep Foundation, are sometimes hereinafter each referred to as a "Party" and, together, referred to as the "Parties".

RECITALS:

WHEREAS, the Parties comprise the River Deep Alliance and share a common interest in supporting individuals with disabilities who need healing and support from physical, psychological or emotional trauma.

WHEREAS, the Parties have determined that it is within their respective charitable, educational, religious, and scientific purposes to support and help achieve the Purpose; and

NOW, THEREFORE, the Parties agree hereto as follows:

1. **Purpose.** The purpose of this MOU is to set forth the terms under which the Parties will collaborate in furtherance of the Purpose and their mutual interest in supporting and advancing the Purpose.

2. **Contributions of the Parties.**

   2.1 Each Party will appoint a person to serve as the official contact and coordinate the activities of each organization to carry out this MOU. Such contact may be changed by giving written notice to the other Parties.

   2.2 **River Deep Foundation.** River Deep Foundation shall make financial/administrative contributions to the supported Purpose.

3. **Grant Administration.**

   3.1 **Acceptance of Funds.** River Deep Foundation will accept all gifts for the River Deep Alliance in accordance with its gift acceptance policy.

   3.2 **Procedures.** The disbursement of grants will be made and administered in accordance with River Deep’s grantmaking procedures and monitoring, in effect from time to time, including proposal requirements, budgets, and narrative and financial reports.

   3.3 **End of Year Reports.** At the end of each calendar year, River Deep Foundation
shall provide a report to the official contact of each Party of the financial information and activities of the River Deep Alliance.

4. **Advisory Selection Committee.**

4.1 The Parties will form an Advisory Selection Committee, comprised of a representative from each Party. The Advisory Committee shall review grant proposals and make recommendations with respect to selecting proposals for funding. The Parties agree that River Deep Foundation shall have final decision-making authority with respect to all grants made pursuant to this MOU and that the function of the Advisory Selection Committee shall be solely to make recommendations and not decisions with respect to grants and issues related thereto.

5. **Branding and Materials Guidelines.**

5.1 **Branding and Materials Guidelines.** Attached as Exhibit 1 and incorporated herein by reference are the Branding and Materials Guidelines, which will specify the use of the Parties’ names and individual marks of the Parties, and appropriate descriptions of the relationship of the Parties.

5.2 **Purpose of Relationship Statement(s).** The Parties acknowledge that in each instance, the goal of the Relationship Statement(s) are to: (1) promote transparency; (2) leverage the Parties’ individual organizational brands where appropriate; and (3) clearly distinguish between activities that are conducted jointly, and activities that are conducted or funded by a single Party.

5.3 **Approval Process for Changes to Branding and Materials Guidelines.** Material changes to the Relationship Statement(s) or Branding and Materials Guidelines set forth in Exhibit 1 shall require written approval of each Party.

6. **Communications.**

6.1 **Website, www.riverdeepalliance.org. The Creative Angle** has and shall continue to maintain a digital presence for the Purpose with a link to River Deep Alliance’s site. The site will be co-branded as set forth Exhibit 1. A marketing and branding company, with direction from the River Deep Alliance Committee members are primarily responsible for developing new site content, updates, and maintenance.

6.2 **Communicating with the Public.** Each Party may designate its own spokespeople for the Purpose. Parties may change their designated spokespeople in the event of staff changes or reassignments. River Deep shall serve as the lead spokesperson for most activities.

6.3 **Press Releases and Written Communications.** The Parties will mutually develop press releases and written communication about the Purpose, and each Party must consent to the content and release of such materials.
7. **Intellectual Property.**

7.1 **Individual Intellectual Property.** Other than as provided in this Section and in the Branding and Materials Guidelines set forth in Exhibit 1, trademarks or service marks or other intellectual property of each respective Party shall be used by the other Party to the MOU only with prior written express authorization.

7.2 **Limited License.** Solely for the purpose of performing their obligations under this MOU and for acknowledging each Party’s support for the Purpose, each Party grants to the other Parties a limited, non-exclusive, non-transferable license during the term of this MOU, to reproduce, display, distribute, and transmit its name and service marks, only in connection with the Purpose and in accordance with Exhibit 1. Such use shall only be in accordance with all of the terms and conditions of this MOU, and not for any other purposes without the express written permission of such Party. Any other use of a Party’s name and service marks must be reviewed and approved by such Party prior to any use.

8. **Additional Terms.**

8.1 **Other Activities.** The MOU does not restrict the Parties from acting independently or participating in activities or arrangements with others to advance the same objectives. In addition, this MOU does not restrict the Parties from entering into additional or subsequent memoranda of understanding or addenda with respect to subjects and matters not covered by this MOU.

8.2 **Term and Surviving Clauses.** The term of this MOU shall expire in five (5) years on 31 July 2024, unless the MOU is terminated earlier by either Party pursuant to Section 8.3 below, or extended by mutual written consent of the Parties. The remaining provisions of this Section 8 shall survive the termination of this MOU.

8.3 **No Agency.** Nothing in this MOU shall be construed to create a relationship between the Parties of agency, partnership or joint venture, or to render either Party liable for any obligations incurred by the other.

8.4 **Amendments.** This MOU cannot be amended or modified except by the mutual written consent of all Parties.

8.5 **Assignment.** This MOU is not assignable or transferable in whole or part by any Party, voluntarily, by operation of law or otherwise, without first obtaining the written consent of all Parties.

8.6 **Effective Date.** This Agreement is effective as of the day and year first above written.

8.7 **Choice of Law.** This Agreement is governed by the laws of the State of Colorado regardless of its conflict of laws provisions.

8.8 **Counterparts.** This Agreement may be executed in counterparts and shall be binding upon each of the Parties hereto when executed by both of them.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RIVERDEEP FOUNDATION

By: Bob ADWAR Date: 9/18/2019

Quality of Life Plus

By: Dr. Robert Wolff, Executive Director Date: 8/14/19

By: Date:

By: Date:

By: Date:

By: Date:
Exhibit 1

Branding and Materials Guidelines

1. Materials Categories Subject to Guidelines.

The Parties agree and recognize that, in general, four types of branded materials may be developed in furtherance of this Purpose ("Purpose Materials"): (1) materials that will bear the River Deep Alliance brand as well as the marks of all Parties ("Co-Branded Materials"); (2) materials with the River Deep Alliance brand that may include more than one but less than all of the Party’s marks ("Multi-Branded Materials"); (3) materials with the River Deep Alliance brand that may include only one of the Party’s marks ("Single-Branded Materials"); and (4) materials bearing only the River Deep Alliance brand. These categories are described below.

2. Materials Categories

   a. Co-branded Materials

   The vast majority of public documents developed for the Purpose will be branded as a material of the River Deep Alliance, and will bear the marks of all Parties.

   b. Multi-Branded Materials and Single-Branded Materials

   The Parties may develop public documents that are within the scope of the Purpose but may, for some reason, not benefit from co-branding with the marks of all Parties.

   c. Materials bearing only the River Deep Alliance brand

   This category of materials is reserved for circumstances in which listing the Parties’ logos would be cumbersome.

3. Relationship Statements

   a. General Statement – Co-branded Materials, as defined above, will be required to include the following statement:

   “The River Deep Alliance is a Collaboration of River Deep Foundation, ___________ .”