



## MEMORANDUM OF UNDERSTANDING

Carry The Load, a Texas nonprofit corporation (“CTL,” “our” or “we”), and the undersigned Nonprofit Partner (“NPP”) enter into this Memorandum of Understanding (this “Agreement”), effective as of the date provided on the signature page hereto (“Effective Date”), to set forth the terms and conditions upon which NPP will develop and conduct itself as a nonprofit partner of CTL during 2023 (CTL and NPP, each a “Party,” collectively, the “Parties”). CTL and NPP agree that this Agreement details the terms and conditions for NPP participating as a nonprofit partner of CTL in 2023, including at one or more of the following 2023 CTL Memorial May events (as described in more detail on Exhibit A attached hereto): the Dallas Memorial March, the National Relay and/or a City Rally. In consideration of the rights granted and mutual covenants in this Agreement, the Parties agree as follows:

1. Contacts NPP must provide the following information to [NPP@carrytheload.org](mailto:NPP@carrytheload.org) no later than December 16 2022:
  - a. Primary Point of Contact (“POC”) for all communications
    - Name
    - Email
    - Work number
    - Cell number
  - b. Secondary POC backup for all communications
    - Name
    - Email
    - Work number
    - Cell number
  - c. Print/Television/Radio Media Contact
    - Name
    - Email
    - Work number
    - Cell number
  - d. Social Media Contact
    - Name
    - Email
    - Work number
    - Cell number
2. Logo/Bio NPP must provide the following information to [NPP@carrytheload.org](mailto:NPP@carrytheload.org) no later than December 16, 2022:
  - a. NPP’s preferred LOGO for website and printing in below formats:
    - (i) Hi-res jpg or png
    - (ii) High resolution .ai format
  - b. NPP’s preferred website/URL address to be linked from our website.

- c. A brief paragraph summarizing NPP's organization for our website:

## 2. Media Policy

- a. CTL has developed relationships with various media partners across the country, some of whom have exclusivity agreements. These partners are identified in Exhibit B attached hereto.
  - b. CTL will share NPP Media Contact info with its media contacts where appropriate, at CTL's sole discretion, to coordinate any interviews or press releases to be broadcasted by CTL. NPP understands and acknowledges that CTL does not control what content CTL's media contacts will use or how any such content will be released (or in what medium). CTL encourages NPPs to engage immediately when (and if) any CTL media contacts reach out to NPP or its media POC for interviews or content regarding NPP.
  - c. NPP agrees that neither NPP or any of NPP's Representatives will provide any interviews or make any arrangements with media contacts other than those identified in Exhibit B without the prior authorization of CTL if the subject matter of the news report or interview relates to or mentions CTL or any of the Events.
  - d. NPP is expected to engage in all social media channels maintained by (or for the benefit of) CTL. Promotion of CTL Events and mission through social media is one of the factors considered in the selection of future Beneficiaries. CTL's social media policy is set forth in Exhibit B and NPP hereby agrees to abide by its terms, which are incorporated by reference. Social media engagement is one of the factors considered in the selection of Beneficiaries.
3. Volunteering. Throughout the year, CTL may have various opportunities for NPP (and/or its officers, directors, employees, volunteers, representatives and affiliates (collectively, "NPP Representatives")) to volunteer for, and support, certain CTL activities, including the Memorial May Events. Volunteer support at CTL Events is one of the factors considered in the selection of future Beneficiaries.
4. Registration and Participation in Events.
- a. CTL encourages NPP and their representatives to participate during Memorial May 2023, in addition to the NPP Summit. Attached and incorporated herein as Exhibit A is a list of CTL Memorial May events. Any NPP named as Beneficiary must participate the NPP Summit. Of course, all NPPs are welcome to participate in any Event. A map of the routes for the Memorial May National Relay, including all Rally Cities located along such routes, is available located on the CTL website. Participation in CTL Events is one of the factors considered in the selection of future Beneficiaries.
  - b. Please notify [NPP@carrytheload.org](mailto:NPP@carrytheload.org) by March 24, 2023 which Events the NPP

will be participating. The NPP must provide a primary POC for each Event in which NPP and/or NPP Representatives will participate if different than the primary or secondary POC listed above.

- c. CTL expects that the NPP will create and register a team to use CTL Events as a platform to raise funds from YOUR constituent base during the Memorial May campaign, January 1, 2023 through May 31, 2023, and NPP shall only have access to fundraise using CTL's fundraising platform and resources during this time. NPP should request NPP's VIPs, sponsors, donors, supporters and NPP Representatives to donate through NPP's CTL team page. Funds raised through the NPP's CTL team page will be distributed to the NPP at the time CTL typically distributes funds collected through its Events. All donations made by check, must come directly from the donor to Carry The Load, payable to "Carry The Load", dated during the campaign period, referencing the NPP in the memo section and mailed into Carry The Load at 4809 Cole Avenue, Suite 255, Dallas, TX 75205. All funds must be confirmed and collected by CTL by June 9, 2023.
6. Dallas Memorial March (DMM). The Dallas Memorial March represents the convergence of the Relays and the culmination of our mission on Memorial Day weekend. Please notify [NPP@carrytheload.org](mailto:NPP@carrytheload.org) no later than March 24, 2023 to reserve space at the Dallas Memorial March. Any NPPs not meeting the above deadline are not guaranteed a space at the DMM.
    - a. No sale of NPP merchandise will be allowed at any Carry The Load events. Notwithstanding, NPP are encouraged to bring handouts, brochures and other free promotional items to hand out at your table.
    - b. All donations to NPPs must be made through the CTL platform, no direct, cash or in-person donations should be solicited during the events.
    - c. CTL will provide a 6' table with two chairs. as part of the Continuum of Care tent at the DMM. NPP will bring display materials which will be limited to their 6' table and will not impeded or obstruct area surrounding their table.
  7. Fundraising; Disbursement of Funds As part of the Memorial May campaign, CTL in connection with its NPPs will raise funds during the period between January 1, 2023 and May 31, 2023 (which such period indicates the duration of the "campaign" and/or "Memorial May campaign" (or similar references) as used in this Agreement). Funds that the NPP raises through their team page will be disbursed in mid-July 2023. NPPs designated as "Beneficiaries" may also receive additional funds raised by CTL during the

campaign, which will be disbursed after the end of CTL's fiscal year (i.e., August 31, 2023). The amount and timing of any amounts distributed by CTL are at the sole discretion of CTL, and NPP hereby acknowledges that it may or may not be the recipient of any funds distributed by CTL beyond those raised by NPP through its team page.

8. Reporting requirements. Following the Memorial May campaign, each NPP must provide their organization's impact data to Carry The Load no later than June 10, 2022 in order to receive funds raised during the campaign. Each NPP is part of a strategic collaboration, working as a force multiplier to raise awareness and provide services to military, veterans, first responders and their families. The collection of each NPP's data (annual impact) helps CTL to show the overall impact of our collaborative efforts. Attached and incorporated herein as Exhibit D is The Impact Report.
  
9. Use of Trademarks and Service Marks.
  - a. NPP hereby grants to CTL a non-exclusive, irrevocable, non-transferable, worldwide, paid-up, royalty-free and perpetual license to use NPP's name, trademarks, and logos as provided to CTL solely in connection with promoting, producing and affecting the Events (including advertising and marketing the Events) and any other advertising and promotional materials and activities incidental to this Agreement or NPP's status as a nonprofit partner of CTL.
  
  - b. NPP hereby agrees to abide by the terms and conditions of the CTL Mark Policy, attached as Exhibit C and incorporated herein.
  
10. Law. This Agreement will be construed in accordance with and governed by the internal law of the State of Texas (without reference to its rules as to conflicts of law).
  
11. Assignment. NPP will not assign this Agreement or any of its obligations under this Agreement without the prior written consent of CTL. Any attempted assignment by NPP not in accordance with the foregoing will be void. Subject to the foregoing, this Agreement and its terms and provisions insure to the benefit of and are binding upon the Parties and their respective successors, heirs, and assigns.
  
12. Partner Disclaimer.
  - a. The relationship between CTL at any "NPP", "partner", "nonprofit partner" and/or "Beneficiary" is governed by the terms of this Agreement. CTL may change the entities designated as NPP and/or Beneficiary from time to time in its sole discretion, and all such entities and/or organizations are owned, controlled and managed entirely separate from, and wholly independent of, CTL. Except as set forth herein, CTL's NPPs and Beneficiaries may be eligible to receive charitable distributions from funds raised by CTL in CTL's sole discretion. Nothing in this Agreement or otherwise shall be construed, in any way, that the terms "NPP", "partner" and/or "nonprofit partner" to mean more than a charitable beneficiary of CTL.

- b. Neither the terms or conditions in this Agreement (including the use of the terms “NPP”, “partner” and/or “nonprofit partner” to refer to NPP) nor any other aspect of the relationship or affiliation between CTL and any NPP or Beneficiary shall constitute an express or implied partnership of any kind, a joint venture, an alter ego relationship or any other form of arrangement that does not respect the corporate separateness of each Party or that would otherwise give rise to any other types of remedies or liabilities, including under any state or federal laws or otherwise. In furtherance of the foregoing and for the avoidance of doubt, NPP or Beneficiary is not an agent, member, partner, owner, manager, officer, affiliate, joint venturer, fiduciary or representative of CTL and CTL is not an agent, member, partner, shareholder, owner, director, manager, officer, affiliate, joint venturer, fiduciary or representative of any NPP or Beneficiary, and without limiting the generality of the foregoing, no NPP or Beneficiary is authorized to bind CTL to any liability, obligation, commitment, contract or otherwise, or to represent to any party that the NPP or Beneficiary has any such authority.
13. Termination. This Agreement may be terminated by written notice by either Party with or without cause at any time.

(Signature Page Follows)

The Parties have caused this Agreement to be executed as of the date below CTL's signature by their respective duly authorized officers.

CTL  
CARRY THE LOAD

NPP  
Name of NPP: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Effective Date

## MEMORIAL MAY EVENTS

Non-Profit Partner Summit - March , 2023

### Exhibit A

Details TBD and coordinated with each selected NPP. All NPPs are requested to attend the in-person SUMMIT event in Dallas, Texas.

National Relay:

April 27, 2023 - May 28, 2023

Dallas Memorial March - May 28 - 29, 2023

Rally Events:

As posted on website - [participate.carrytheload.org/rallies](https://participate.carrytheload.org/rallies)

CTL website provides more details of each event: [carrytheload.org/events](https://carrytheload.org/events)

**NOTE:** Deadline to confirm participation in Memorial May events is March 24, 2023. Any submissions received after the deadline are not guaranteed space.

### **Dallas Memorial March (DMM) participants reminders:**



Please notify [NPP@carrytheload.org](mailto:NPP@carrytheload.org) no later than March 24, 2023 to reserve space at the Dallas Memorial March. Any NPPs not meeting the above deadline are not guaranteed a space at the DMM.

- a. No sale of NPP merchandise will be allowed at any Carry The Load events. Notwithstanding, NPP are encouraged to bring handouts, brochures and other free promotional items to hand out at your table.
- b. All donations to NPPs must be made through the CTL platform, no direct cash or in-person donations should be solicited during the events.
- c. CTL will provide a 6' table with two chairs as part of the Continuum of Care tent at the DMM. NPP will bring display materials which will be limited to their 6' table and will not impeded or obstruct area surrounding their table.

## Exhibit B

### MEDIA POLICY

#### 1. Print, Television and Radio Media:

- a. NPPs will not provide any interviews or make any arrangements with media contacts regarding CTL or any of CTL's Events without the prior written authorization of CTL.
  - i. CTL will work directly with each NPP contact to coordinate interviews in local markets across the country to help feature both organizations as the events come through their market during Memorial May campaign.
- b. If at all possible, interviews and other media coverage should be first offered or granted to CTL's media contacts in various cities as follows:

Dallas, TX - WFAA TV

Updates will be provided as other partners are confirmed.

#### 2. Social Media:

- a. NPP shall follow @carrytheload on social media channels where possible (Facebook, Twitter, LinkedIn and Instagram). This is one of the categories being ranked on the NPP scorecard.
- b. CTL and each NPP will collaborate on the sharing of important social media posts and events regarding their own organization. This includes communicating events and/or social posts to be considered to be posted on CTL's social channels/events calendar in CTL's sole discretion. It also includes NPP posting and/or sharing information about CTL's Events and other information on the NPP's social media platforms.
- c. For posts pertaining to CTL uploaded from NPP's social media accounts, NPP shall use the hashtag #CarryTheLoad.
- d. CTL will provide NPP with a Tool Kit that provides further details regarding CTL's social media requirements and sample CTL posts.

#### 3. Websites:

- a. NPP shall prominently display the CTL logo on NPP's website with a link to [www.carrytheload.org](http://www.carrytheload.org). This is one of the categories being ranked on the NPP scorecard.



## Exhibit C

### CTL MARK POLICY

1. Subject to the terms and conditions of the Memorandum of Understanding (in which this CTL Mark Policy is attached) by and between CTL and NPP identified therein (the “Agreement”), including any CTL Policies and Procedures that may be provided at <http://carrytheload.org>, as may be updated from time to time, CTL hereby grants to NPP a limited, nonexclusive, non transferable, revocable license to use CTL’s trademarks, trade names, logos and other identifying marks (collectively, the “Mark(s)”) in the form and manner provided by CTL during the Term solely for the purpose of promoting and conducting the Events. The term of the foregoing license will be deemed to be granted from the Effective Date and shall terminate on December 31, 2021 (“ Term”); provided, however, CTL has the right to terminate the license if it determines, in its reasonable discretion, that the NPP is or may be injurious to the Marks or CTL in any manner. Capitalized terms used in this CTL Mark Policy but not defined shall have the meanings provided such terms in the Agreement.
2. NPP has no rights in any of the Marks except those expressly granted under this CTL Mark Policy. Any and all rights not granted by CTL under this CTL Mark Policy are reserved by CTL.
3. All title to and the rights in the Marks and the associated goodwill are the exclusive property of CTL. NPP agrees that all use of the Marks pursuant to the rights granted under this CTL Mark Policy will not create any right, title, or interest in or to any of the Mark other than as set forth in this CTL Mark Policy, and that all goodwill associated with such Marks, including any goodwill generated through NPP’s use of the Mark will belong and inure solely to the benefit of CTL. NPP covenants and agrees that it will not (a) take any action or assist any third party in any action to contest or impair CTL’s ownership rights or dilute, tarnish, or infringe any of the Marks; (b) at any time dispute or contest the right, title, or validity of any of the Marks; or (c) attempt to register or use any trademarks, service marks, or trade names similar to any of the Marks.
4. Any use of the Marks is subject to the prior written approval of CTL. NPP agrees to submit to CTL for approval prior to the production, distribution, broadcast, or publication, all printed materials, publicity releases, and advertising relating to any Event that mentions CTL or contains the Mark(s). In using the Marks, NPP will acknowledge CTL’s ownership of the applicable Mark. NPP will make proper use of the “®” symbol or other proper notice to indicate a federally registered mark, and the “™” symbol to indicate an unregistered mark. Upon receiving notice from CTL that the use of a registration notice or “™” symbol is incorrect or otherwise unacceptable, NPP will promptly modify such uses to obviate CTL’s objections. NPP understands and agrees that the Marks: (a) will not be altered in any way, nor may they be sublicensed to any other person or entity; (b) will not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) will not be used in conjunction with terminology that is contrary to CTL's mission.

Exhibit D

IMPACT REPORT

(Report to be submitted following the 2023 Memorial May Event)

Reporting Period \_\_\_\_\_  
(12 Months)\*\*

Reporting by Calendar Year \_\_\_\_\_ or Fiscal Year \_\_\_\_\_

Category of Service Mind \_\_\_\_\_ Body \_\_\_\_\_ Soul \_\_\_\_\_  
(mark all that apply)

Organizational Expenses Admin \_\_\_\_\_% Program \_\_\_\_\_%

Average Cost per Individual  
(average across all programs)

Average length of service provided  
(3 weeks, 60 days, etc.)

Total # Individuals Served \_\_\_\_\_

Total # of Families Served \_\_\_\_\_

\*\* We are asking for 12 months of data, this can be either your last fiscal year or prior calendar year

**Reminder** - Each NPP is required to submit impact numbers no later than June 9, 2023 in order to receive funds raised during the Memorial May campaign.