



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between 3Strands Global Foundation as fiscal manager of “PROTECT”, a joint venture among 3Strands Global Foundation, Love Never Fails, and Frederick Douglass Family Initiatives pursuant to that certain JV Agreement effective January 25, 2020 (hereinafter for simplicity referred to as “ORGANIZATION” but including all three parties of the joint venture, respectively), whose address is 3941 Park Drive, Suite #20-200, El Dorado Hills, CA 95762, a tax-exempt charitable organization, and Mt. Diablo Unified School District, whose address is 1936 Carlotta Drive, Concord, CA 94519 (“PARTNER”).

Scope of Services

The ORGANIZATION is a leader in the human trafficking prevention movement to provide the PARTNER with the ORGANIZATION’s education program services.

The PARTNER further agrees to use the PROTECT™ Property under this Agreement only in accordance with this Agreement and shall not use the PROTECT™ Property under the Agreement in any way that, in the opinion of the ORGANIZATION, is deceptive, misleading, or in any way damaging to such PROTECT™ Property intellectual property rights or the reputation of the ORGANIZATION.

Responsibilities and Obligations

The PARTNER and ORGANIZATION shall work together in a cooperative effort to bring about the achievement and fulfillment of the purpose of the MOU. The PARTNER and ORGANIZATION agree as follows:

- a) If the PARTNER does not already have a Human Trafficking Reporting Protocol in place, the ORGANIZATION and PARTNER will collaborate to establish one.
- b) The ORGANIZATION will provide training for district staff on Human Trafficking 101, Human Trafficking 102, and Human Trafficking 103 through the PROTECT program.
- c) The ORGANIZATION will provide the selected district staff online logins to access supporting materials and documents educating students, staff, and parents/caregivers through the PROTECT program.
- d) The PARTNER will help facilitate the completion of the pre/post-surveys for all staff, students, and parents/caregivers taught using the PROTECT program, including any/all required consent forms.
- e) The PARTNER will provide the ORGANIZATION with an estimated number of students to be educated utilizing the PROTECT curriculum by their classroom facilitators within 60 days of the signed MOU.



- f) The PARTNER will coordinate dates and times for implementing the PROTECT program for staff, students, and parents/caregivers in alignment with the timeline for the CDC grant partnership.
- g) The PARTNER will communicate with ORGANIZATION monthly to provide feedback and implementation updates, including the number of participants reached using the PROTECT program.

License and Non-Disclosure

The PARTNER agrees that all content from the PROTECT™ program is copyrighted by ORGANIZATION and all ownership rights remain with the PROTECT™ joint venture. This includes but is not limited to, online training materials, electronic slides, curriculum guides, lesson plans, forms, sample letters, games, and handouts that are designed to be downloaded and used in printed or electronic form, and related intellectual property which is registered trademark number 5,446,317 (PROTECT™ Property). Nothing in this agreement shall be construed to transfer ownership of training materials from the ORGANIZATION to the PARTNER.

Funding

This MOU is not a commitment of funds. The ORGANIZATION will be providing the PROTECT program at no cost to the PARTNER as part of a grant partnership with the Centers for Disease Control and Prevention.

Duration

This MOU is at will and may be modified by mutual consent of authorized officials from the PARTNER and the ORGANIZATION. This MOU shall become effective upon signature by the authorized officials from the PARTNER and the ORGANIZATION and will remain in effect until modified or terminated by any of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the PARTNER and the ORGANIZATION, this MOU shall expire **at the conclusion of the 2024-25 school year.**

Representations and Warranties

The PARTNER and the ORGANIZATION represent that they are fully authorized to enter into this MOU. The performance and obligations of either the PARTNER or the ORGANIZATION will not violate or infringe upon the rights of any third-party or violate any other agreement between the parties, individually, and any other person, organization, or business or any law or governmental regulation.

Entire Agreement

The PARTNER and ORGANIZATION acknowledge and agree that this MOU represents the entire agreement between the parties. In the event that the PARTNER or the ORGANIZATION desires to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



The PARTNER and ORGANIZATION agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

PARTNER NAME

DATE

TITLE

PARTNER SIGNATURE

ORGANIZATION NAME

DATE

TITLE

ORGANIZATION SIGNATURE