

MEMORANDUM OF AGREEMENT

San Diego Council of the Navy League (Council) and The Continuum of Resources Education San Diego (CORE) have agreed to enter into a formal agreement in which the San Diego Council of the Navy League will be the "sponsor" under the Council's 501(c)3 tax exempt status, and The Continuum of Resources Education (CORE) San Diego will be a program that is within the scope of activity that Navy League includes in its mission.

The Memorandum of Agreement sets forth the services to be provided.

Recitals

- A. The Council was formed during December 1941. Its purpose is to foster public awareness and education about the Naval Services, to honor, appreciate, and support active duty sea service members and their families, and support youth programs such as Sea Cadets. The Council is a tax-exempt organization pursuant to Revenue Code section 501(c)(3).
- B. CORE provides continuing education and resource courses to enhance and develop leadership skills of senior leadership Navy spouses. They offer workshops on leadership topics that are customized to the unique challenges of Commanding Officers, Executive Officers, Junior Officers, and Command Master Chief/Chief of the Boat spouses. Similar programs are conducted in Hawaii and Virginia by CORE volunteers in those locations.
- C. During the course of operations of CORE, certain funds will be donated to the Council for the specified purpose of supporting the purpose of CORE. These funds will be segregated from other funds held by the Council. These funds shall hereafter be referred to as the "Designated Funds."
- D. In order to establish clear guidelines for CORE activities the parties hereto enter into the following Agreement.

Roles and Responsibilities

The Council and CORE are committed to work together to achieve these goals:

- Provide continuing education and resource courses to enhance and develop leadership skills of senior leadership Navy spouses.
- Promote the purpose and benefit of CORE
- Promote the purpose and benefit of the Council

It is hereby agreed by and between the two organizations as follows:

The Council will:

1. Maintain a separate financial account for CORE Designated Funds
2. Pay CORE expenses from the CORE Designated Funds within 14 days of submittal to the Council
3. Reconcile the CORE Designated Fund account monthly

4. Report CORE Designated Fund account balance quarterly to CORE
5. Report irregular financial issues of CORE Designated Funds to CORE within 5 days of identification
6. Select a Council member to serve as liaison with CORE
7. Include CORE information on the Council web site
8. Maintain their 501(c) 3 status
9. Abide by the listed roles and responsibilities at no cost to CORE

CORE will:

1. Submit requests for expense payment to the Council no more than two times per month
2. Be self-sufficient and conduct their own fundraising
3. Select a CORE member to serve as the CORE liaison with the Council
4. Be responsible for the content of the workshops
5. Assign a steering committee to provide oversight of each workshop
6. Allow all Navy spouses to attend CORE Workshops
7. Ensure the CORE Advisory Board meets at least every two months
8. Require members of the CORE Advisors and CORE Chair to be members of the Navy League

The Council hereby agrees to indemnify, defend and hold harmless CORE and their volunteers and agents against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by or arising out of any negligent act or omission of the Council or its employee or agents in their performance and/or failure of performance under this MOA.

CORE hereby agrees to indemnify, defend and hold harmless the Council and its employee and agents against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by or arising out of any negligent act or omission of the Council or any of their volunteers or agents in their performance and/or failure of performance under this MOA. Both parties' insurance shall contain broad form contractual liability coverage to cover these indemnities.

Changes to Agreement or Disillusion of Agreement

Either party can choose to terminate this MOA at any time.

Should CORE decide to leave the Council relationship, any remaining Designated Funds will be applied to Council education or scholarship programs, unless a transfer of funds to another 501(c) 3 is requested within 30 days of notice of disillusion. If CORE requests fund transfer, charitable status documentation and due diligence audits will be necessary before such transfer.

Responsibilities under this Memorandum of Agreement would be reviewed on _____ and every year thereafter.

Commitment to Relationship

- 1) The San Diego Council of the Navy League and The Continuum of Resources Education San Diego agree to this MOA.

- 2) We, the undersigned have read and agree with this MOA.

By: _____
Jane Doe
Council of the Navy League
San Diego Chairman
DATE

By: _____
Jane Doe
Continuum of Resources Education
San Diego Lead Volunteer
DATE

cc: Agencies and Interested Parties

SAMPLE