



## Memorandum of Understanding



# MEMORANDUM OF UNDERSTANDING

*by and between San Francisco Bay Area TAMIL MANRAM and Narika*

This Memorandum of Understanding (“MOU”) is by and between the **San Francisco Bay Area TAMIL MANRAM** (SFBATM), a 501 (c) (3) nonprofit organization (“partner”), and **NARIKA**, a 501 (c) (3) nonprofit organization (“collaborator”). This MOU is dated as of **November 11, 2021**.

## BACKGROUND

Partner is a nonprofit organization whose mission is to promote Tamil language and culture in the Bay Area. It is a non-profit, non-political, and non-partisan organization and has been serving the San Francisco Bay area since the 1980’s. The Women Empowerment Committee (“WEC”) is a sub-committee to the Executive Committee (“EC”) and was formed in March of 2021. The multi-fold mission of the WEC is to empower Tamil women in the Bay Area by providing programs, avenues, and materials, that enable social and economic empowerment, promote overall health and wellbeing, and encourage participation in highest positions of power within the organization.

Collaborator is a nonprofit organization whose mission is to promote women’s independence, economic empowerment, and well-being by helping domestic violence survivors with advocacy, support, and education.

Partner and Collaborator may wish to work together on one or more Plan (“Plan”) on the basis set out in this MOU, the purpose of which is to increase awareness of Domestic Violence amongst the San Francisco Bay Area community and to provide support services, as appropriate.

## **1. PROGRAM**

### **1.1 Program Plan**

Partner and Collaborator will agree to the Program Plan (“Plan”) attached as EXHIBIT A. References to “Plan” in the balance of this MOU means the Plan frame worked by in EXHIBIT A. If either Partner or Collaborator believes the Plan should be adjusted in any respect, it will so advise the other of the proposed changes.

### **1.2 Objectives and Activities**

Objectives and activities of the Partner’s and Collaborator’s respective responsibilities are set out in the Plan. Partner and Collaborator will each carry out its responsibilities with due care and in accordance with this MOU.



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### **1.3 Funding**

Unless otherwise stated in the Plan, neither Partner nor Collaborator will pay fees or other compensation to the other in connection with the Plan, and each will be responsible for acquiring and maintaining funding for their respective Plan activities.

### **1.4 Responsibility for Own Actions**

Partner and Collaborator will each have sole responsibility for the planning, management, and implementation of its own activities relating to Plan execution, including, without limitation, managing its Plan budget and selecting and overseeing employees and volunteers.

### **1.5 Promotion**

The Plan sets out the external communication arrangement. For consistency of communication, except as contemplated by the Plan, neither Partner nor Collaborator will issue any public statement relating to the Plan without first consulting the other party.

### **1.6 Participation Documents**

If the Plan provides that one party will be responsible for obtaining liability waivers, media releases, or similar agreements from all Plan participants, that party will ensure that the waivers and agreements are for the benefit of both Partner and Collaborator.

### **1.7 Harassment and Discrimination**

Partner and Collaborator are mutually committed to providing a safe and welcoming environment for employees, members, and guests. To that end, Partner and Collaborator will not harass, discriminate, retaliate, or be abusive toward each other's members, employees, directors, volunteers, guests, or vendors, including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by the law.

### **1.9 Interactions with Personnel & Site Safety**

Partner and Collaborator will respect physical and emotional boundaries and otherwise engage in appropriate conduct, and will avoid the appearance of any impropriety, in any interactions a personnel from either organization may have with each other in any facilities or events conducted by Partner or Collaborator. Partner and Collaborator will ensure that any of their facilities in which Plan activities take place are safe, adequate, and appropriate for such activities.



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### **2. COMMUNICATION AND COOPERATION**

#### **2.1 Coordinators**

Partner and Collaborator will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Plan. The initial appointees, or contact persons, are identified as the signatories of this MOU. Partner and Collaborator may each change its contact person at any time and will so advise the other.

#### **2.2 Cooperation**

Partner and Collaborator will cooperate with each other in connection with the Plan, including: (a) carrying out their respective obligations on a timely basis; (b) keeping each other advised about potential issues; (c) promptly responding to communications from one another; (d) meeting, as provided in the Plan or as otherwise agreed, to discuss planning, execution, and outcomes; (e) working in good faith to resolve problems; and (f) providing one another with information and documents as may be appropriate in connection with Plan activities.

#### **2.3 Plan Evaluation**

Partner and Collaborator may each collect, analyze, and disseminate data about this Plan to evaluate its effectiveness, comply with external funding and reporting obligations, and carry out its communication activities. Each will cooperate in these efforts by providing the other with the reports, if any, contemplated by the Plan or elsewhere in this MOU, and such other information as the other may reasonably request.

#### **2.4 Recordkeeping**

Partner and Collaborator will each maintain records relating to its Plan responsibilities in a manner such that the other can evaluate compliance with this MOU, and will make those records available for review by the other on reasonable notice during the Plan and for a period of three years after its completion or termination.

### **3. MATERIALS AND PROMOTION**

#### **3.1 Methodology and Materials**

In carrying out the Plan, Partner and Collaborator may share proprietary know-how, methodologies, curricula, and other materials (collectively, “materials”). Partner and Collaborator may each use the other’s materials only for purposes of planning, executing, and evaluating the Plan, and may not otherwise use materials or distribute them to third parties. For clarity, Partner will obtain no rights to Collaborator’s materials, and Collaborator will obtain no rights to



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Partner's materials, except for such use as is contemplated by this Section 3. Partner and Collaborator may each provide or prepare educational materials, presentations, and other documents for participants or others in connection with the Plan ("Materials"). Partner and Collaborator each will continue to own all right, title, and interest in its own Materials. Each of Partner and Collaborator may use the other's Materials for the sole purpose of carrying out the Plan.

### 3.2 Name and Logo

Partner and Collaborator may use the other's name, logo, and other marks, (Collectively, "marks") for purposes of promoting an outcome of the Plan and their collaboration on their websites and social media platforms, and in posters, newsletters, brochures, and other outreach materials. For clarity, Partner will obtain no rights to Collaborator's marks, and Collaborator will obtain no rights to Partner's marks. Partner and Collaborator will promptly cease public use of the other's name or marks upon direction by the other party.

### 3.3 Location and Media Release

With advance notice, Partner and Collaborator may film, record, photograph, interview, and otherwise document Plan activities taking place at the other's facility or any other location and use such materials as the party may determine, so long as the party using such materials obtains appropriate consents in a form acceptable to the other party. Partner and Collaborator may use such materials only for archival purpose and for promoting the Plan and their collaboration in the manner set out in Section 3.2. Such materials and all copyrights in these materials will be the property of the party creating them. Neither party will be entitled to receive any payment from the other for any such use. The party intending to film, record, photograph, interview, or document Plan activities is responsible for obtaining needed releases, if any, from Plan participants.

## 4. CANCELLATION

### 4.1 Cancellation

Partner and Collaborator may each cancel an outcome of the Plan by providing written notice to the other as promptly as possible and no later than 2 weeks before it is scheduled to begin.

### 4.2 Unexpected Events

Neither Partner nor Collaborator will be liable to the other for any failure or delay in an outcome of the Plan due to any natural disaster, government action, health threat, civil unrest, or other similar event beyond the party's reasonable control. Should such an event occur, the affected party will give prompt notice to the other party. Partner and Collaborator will stay in close communication during the pendency of the event, including exploring alternatives such as rescheduling.



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### 4.3 Effect of Cancellation

Upon cancellation, Partner and Collaborator will promptly cease promotional activities, including use of the other's name and logo, and reasonably cooperate in fulfilling any obligations to third parties.

## 5. INSURANCE, LIABILITY, AND INDEMNIFICATION

### 5.1 Insurance

Partner and Collaborator will maintain their own insurances for any Plan, as applicable.

### 5.2 Limitation of Liability

Neither party will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this MOU.

### 5.3 Indemnification

Partner and Collaborator will each defend, indemnify, and hold harmless the other, to the fullest extent under law, against all third-party claims, liabilities, losses, damages, and expenses, resulting from: (a) the indemnifying party's breach of this Agreement; or (b) any claims by any Plan participants or third parties arising from the actions of or interactions between the indemnifying party and such persons. Partner or Collaborator will not have any obligation to indemnify the other party to the extent the liability is caused by that party's own gross negligence or willful misconduct.

## 6. TERMINATION

### 6.1 Mutual Agreement

This MOU may be terminated by a writing signed by both Partner and Collaborator that states their intent to terminate this MOU and the date upon which such termination will take effect.

### 6.2 Termination for Breach

If either party breaches any of its obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

### 6.4 Effect of Termination

Upon the expiration or termination of this MOU, Partner and Collaborator will promptly cease any use of the other's marks and materials. If the MOU terminates, Partner and Collaborator will



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cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2.3, 2.4, 3.1, 3.2, 5, 6.4 and 7 will survive the expiration or termination of this MOU.

### **7. GENERAL PROVISIONS**

#### **6.1 Entire Agreement**

This MOU, together with the Plan, expresses Partner's and Collaborator's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, or course of dealing between Partner and Collaborator relating to its subject matter. If there are any inconsistencies between the Plan and the text of this MOU, the text will control.

#### **6.2 Amendment**

This MOU may be amended only as stated and by a writing signed by both Partner and Collaborator which recites that it is an amendment to this MOU.

#### **6.3 Severability and Waiver**

If any provision of this MOU is held illegal, invalid, or unenforceable, all other provisions of this MOU will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

#### **6.4 Third-Party Beneficiaries**

Except as provided in Section 4.3, this MOU is for the exclusive benefit of Collaborator and Partner and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, member, or vendor of Collaborator or Partner.

#### **6.5 Independence**

Partner and Collaborator are and will remain independent contracting parties. The arrangements contemplated by this MOU do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Partner nor Collaborator has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.



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**This Agreement was signed by Partner and Collaborator as of the date stated in its first paragraph:**

### Partner

DocuSigned by:  
By: Gunasekaran Pathakkam  
5DEB0D405B174E8...  
Name: Gunasekaran Pathakkam  
Title: President 2021

DocuSigned by:  
By: Soundharya Chandran  
6C8F7AB0EA4E4FF...  
Name: Soundharya Chandran  
Title: Convener and WEC Ex-Officio 2021

### Collaborator

DocuSigned by:  
By: Seema Mittal  
46ACB4E2F36D4E7...  
Name: Seema Mittal  
Title: Board President, Narika

DocuSigned by:  
By: Sonya Mital  
F36203A46BA34E2...  
Name: Sonya Mital  
Title: Community Engagement Lead, Narika

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### **EXHIBIT A**

## **Program Plan**

### **PROJECT OBJECTIVES AND ACTIVITIES AND BENEFICIARIES**

#### **Project objectives**

- Serve as a safe space for Domestic Violence victims to reach out for help.
- Expand domestic violence victim services, with a focus of improving the livelihood of domestically, physically, mentally abused women.
- Create awareness about Domestic Violence and provide avenues and program opportunities for the Bay Area community.

#### **Project core activities**

- Strive to conduct at least, ONE exclusive training or career development event per year.
  - Partner and Collaborator will mutually promote such event within and outside their organization.
- Partner and Collaborator will strive to meet once a quarter or as needed to determine Plan activities for that corresponding year.
- Help support immigration needs for Domestic Violence survivors, as needed.
- Support for legal services, such as referrals to legal partners/attorneys, restraining order support, court accompaniments, navigating the legal system, for domestic violence survivors, as needed.

#### **Project beneficiaries**

- Domestic Violence Survivors
- Community members in-need (non-Domestic Violence Victims) through Narika's virtual SEED (Self-Empowerment & Economic Development) initiative and Bay Area survivors for in-person SEED sessions.

### **PARTNER RESPONSIBILITIES**

#### **Partner activities and deliverables**

- Set up the first meeting of every year to discuss the corresponding upcoming year's activities, likely January.
- Will strive to create ONE or more exclusive event<sup>1</sup> in collaboration with Narika to increase awareness and outreach.



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- Promote and encourage participation for those events through all social media channels and member email lists.
- If appropriate and applicable, promote other relevant Narika events through all communications channels.
- Upon Narika's request, provide a trustworthy Tamil translator for any Domestic Victims who may need this service.
- Encourage members to participate in Domestic Violence Advocate Training (DVAT).
- Identify and encourage one or few SFBATM members to attend one or more of Narika's training programs, either SEED or DVAT.
  - Executive Committee/Leaders will be highly encouraged to take part in this training.
- Actively support outreach to Tri-Valley area (residents of Livermore, Dublin, Pleasanton) to any of Narika's services to align with Narika's strategic commitment to increase outreach to the Tri-Valley area where there is a significant scarcity of culturally responsive domestic violence resources.
- Additional outreach opportunities may be supported for in-person or virtual events.

## COLLABORATOR RESPONSIBILITIES

### Collaborator activities and deliverables

- Prioritize and provide DV victims\* support for victims referred through SFBATM, which includes but is not limited to food, financial<sup>¶</sup>, housing and legal referrals through Narika's existing infrastructure such as Case Management, HEAL (Health, Enrichment & Access to Life Skills) program, SEED program, and Support Groups.
- Provide a list of planned events for the corresponding upcoming year.
- Will strive to collaboratively work with SFBATM to plan for at least ONE exclusive event<sup>1</sup> for the corresponding upcoming year.
  - Promote and encourage participation for those events through all social media channels and member email lists.
- Keep SFBATM (wemp.committee@sfbatm.org) in Narika's communication distribution list and send event invites as appropriate.
- Provide DVAT registration dates for the corresponding upcoming year and honor group discounts.

*\*Narika will not provide any services to non-domestic violence survivors apart from Community SEED, DVAT, and food drives*

*¶Financial assistance is limited mainly to emergency hotel stay and food support or other emergency needs.*

*<sup>1</sup>If any of this event activity is scheduled to be conducted on-site/in-person, SFBATM and Narika will work together to identify location and financial details with the appropriate coordinators of the corresponding year.*



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### PARTNER DATA AND CONTACT PERSON

Partner Name	<b>San Francisco Bay Area Tamil Manram</b> (Enabled by the Women Empowerment Committee)
Partner's Mission	The multi-fold mission of the WEC is to empower Tamil women in the Bay Area by providing programs, avenues, and materials, that enable social and economic empowerment, promote overall health and wellbeing, and encourage participation in highest positions of power within the organization.
Partner's Address	Tamil Manram, P.O. Box 362329, Milpitas, CA 95036-2329
Tax ID	61-1652739
Partner's Contact Person	<b>Name:</b> Soundharya Chandran <b>Title:</b> 2021 Convener and WEC Ex-Officio <b>E-mail:</b> <a href="mailto:wemp.committee@sfbatm.org">wemp.committee@sfbatm.org</a> <b>Phone:</b> (817) – 781 6869

### COLLABORATOR DATA AND CONTACT PERSON

Collaborator Name	<b>Narika</b>
Collaborator's Mission	Collaborator is a nonprofit organization whose mission is to promote women's independence, economic empowerment, and well-being by helping domestic violence survivors with advocacy, support, and education.
Collaborator's Address	Narika, P.O. Box 1708, Fremont, CA 94538
Tax ID	94-3162871
Collaborator Contact Person	<b>Name:</b> Sonya Mital <b>Title:</b> Community Engagement Lead <b>E-mail:</b> <a href="mailto:sonya_mital@narika.org">sonya_mital@narika.org</a> <b>Phone:</b> 714 478 6359