
COLLABORATION AGREEMENT

BY AND BETWEEN

HIGHLANDER RESEARCH AND EDUCATION CENTER, INC.

AND

NATIONAL BAIL OUT COLLECTIVE

and

THE ADVISORY PARTNERS PARTY HERETO

DATED AS OF February 1st, 2019

COLLABORATION AGREEMENT

This COLLABORATION AGREEMENT, dated February 1st, 2019, is entered into by and between Highlander Research and Education Center, Inc. (“Highlander”), a not-for-profit corporation incorporated in the State of Tennessee, the National Bail Out Collective (“NBO”), a unincorporated joint venture of the Advisory Partners, and each of the other entities listed on Schedule A hereto and any other Person who becomes bound by this Agreement as contemplated by Section 3.2(b) hereof, each an “Advisory Partner” and, collectively, the “Advisory Partners.” Highlander, NBO, and the Advisory Partners are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.” Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Section 1.1 of this Agreement, unless the context otherwise requires.

RECITALS

WHEREAS, Highlander is qualified as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable state law from federal and state income tax;

WHEREAS, each of the Advisory Partners is qualified as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable state law from federal and state income tax;

NBO is an unincorporated joint venture of entities listed on Schedule A hereto, each an “Advisory Partner” and, collectively, the “Advisory Partners”;

WHEREAS, NBO wishes to establish and develop a project (a) to support an initiative that aims to accomplish three strategic priorities: (i) to post bail from time to time for caregivers and other incarcerated individuals whose inability to afford bail will detain them pursuant to applicable Law (the “Project Clients”), (ii) to implement organizing and communications campaigns regarding bail to build communities with individuals who have experienced incarceration, and (iii) to produce resource materials to establish the NBO as a thought leader with regard to bail and criminal justice reform (such initiative, the “National Bail Out Campaign”), and (b) following the return of any funds used for the payment of bail in connection with a National Bail Out Campaign, to make certain grants of such returned funds to certain Eligible Grantees (as defined below) in accordance with this Agreement, to support the criminal justice reform efforts and on-the-ground organizing of such organizations (collectively, the “Project”);

WHEREAS, in furtherance of the Project, NBO wishes to collaborate with Highlander, as fiscal sponsor of NBO, in the provision of certain services to the Project, namely for Highlander to (a) establish and maintain a separate webpage on Highlander’s website for the donation of Project Funds, (b) act as a recipient of Project Funds through a restricted fund designated for the purposes of the Project and segregated on Highlander’s books and records, and (c) make disbursements of Project Funds to Eligible Grantees in accordance with instructions from the Advisory Committee and the terms of this Agreement;

WHEREAS, Highlander has determined that the Project, as described above, furthers its charitable purpose; and

WHEREAS, the Parties wish to set forth the terms and conditions governing the structure, governance and operation of the Project;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

“Advisory Committee” has the meaning set forth in Section 3.2(a).

“Advisory Committee Members” has the meaning set forth in Section 3.2(b).

“Advisory Partner” and “Advisory Partners” have the meanings set forth in the recitals of this Agreement.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition of Affiliate, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Collaboration Agreement, as it may be amended, modified or amended and restated from time to time in accordance with the terms hereof.

“Ancillary Documents” has the meaning set forth in Section 5.1(a)(ii).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by applicable law to be closed.

“Code” has the meaning set forth in the recitals to this Agreement.

“Donors” has the meaning set forth in Section 2.2.

“Eligible Grantee” has the meaning set forth in Section 4.3(a).

“Final Disbursement Date” has the meaning set forth in Section 4.3(c).

“Grant Agreement” means (a) a grant agreement in the form attached hereto as Exhibit A or (b) a grant agreement in such other form and with such other terms and conditions as are acceptable to Highlander.

“Grant Disbursement Requirements” has the meaning set forth in Section 2.3(e).

“Highlander” has the meaning set forth in the preamble to this Agreement.

“Indemnified Persons” has the meaning set forth in Section 5.5.

“IRS” means the U.S. Internal Revenue Service.

“Law” shall mean any federal, state or local statute, law (whether statutory or common law), ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment or decree.

“Local Partner” means any Person that (a) is a not-for-profit organization qualified as exempt under Section 501(c)(3) of the Code and applicable state Law from federal and state income tax, or a project that is fiscally sponsored by such a not-for-profit organization, and (b) has been selected by the Advisory Committee to participate in the Project. For the avoidance of doubt, the Local Partners may include one or more Advisory Partners.

“National Bail Out Campaign” has the meaning set forth in the definition of “Project.”

“Party” and “Parties” have the meanings set forth in the preamble to this Agreement.

“Person” means a natural person, partnership, limited liability company, corporation, trust, association, estate, unincorporated organization or a government or any agency or political subdivision thereof.

“Project” means, collectively, a project (a) to support the National Bail Out Campaign and (b) following the return of any funds used for the payment of bail in connection with a National Bail Out Campaign, to make certain grants of such returned funds to certain Eligible Grantees in accordance with this Agreement, to support the criminal justice reform efforts and on-the-ground organizing of such organizations.

“Project Account” has the meaning set forth in Section 2.4(a).

“Project Clients” means defendants whose inability to afford bail will detain them pursuant to applicable law.

“Project Director” means: (a) as of the date of this Agreement, Arissa Hall, a natural person; or (b) any Person appointed by the Advisory Committee and acceptable to Highlander pursuant to and in accordance with Section 3.4(c), and if such Person is not a natural person, it shall be acting through one or more of its duly authorized representatives who shall be acceptable to Highlander. This title is subject to change (for instance, to Project Manager) depending on the exact staffing needs and structure of NBO.

“Project End Date” has the meaning set forth in Section 4.1(a).

“Project Funds” has the meaning set forth in Section 2.2.

“Reserved Matters” has the meaning set forth in Section 3.3.

“Resolution Period” has the meaning set forth in Section 3.2(f).

“Returned Project Funds” has the meaning set forth in Section 4.3(a).

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words “hereof”, “herein”, “hereunder” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement, and any subsection and Section references are to this Agreement unless otherwise specified.

(c) The term “including” is not limiting and shall be deemed to be followed by “without limitation.”

(d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

(f) Any reference in this Agreement to any Law means such Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder.

(g) Any reference in this Agreement to a “Local Partner” or the “Local Partners” shall include any Advisory Partner that is also acting as a Local Partner under this Agreement, in its capacity as a Local Partner.

(h) The Parties have participated jointly in the negotiation and drafting of this Agreement, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

ARTICLE II

PURPOSE; SOLICITATION AND DISBURSEMENT OF PROJECT FUNDS; REPORTING

Section 2.1 General. The purpose of the Project is to (a) to post bail from time to time for the Project Clients, (ii) to implement organizing and communications campaigns regarding bail to build communities with individuals who have experienced incarceration, (iii) to produce resource materials to establish the NBO as a thought leader with regard to bail and criminal justice reform, and (iv) to support the criminal justice reform efforts and on-the-ground organizing of Eligible Grantees. The Project will support the Local Partners and other Eligible Grantees, as applicable, in bailing Project Clients out of local jails and

immigration detention centers in connection with National Bail Out Campaigns, and holding teach-ins and conducting continued criminal justice reform efforts, to highlight the impact of bail and incarceration on communities throughout the United States.

Section 2.2 Solicitation of Project Funds. NBO, Highlander, the Advisory Partners and the Local Partners may solicit gifts, contributions, and grants identified as supporting the purposes of the Project or, if the Project does not proceed for any reason, to generally support the tax-exempt charitable purposes of the one or more of the Local Partners (the “Project Funds”). The text of all solicitation and fundraising materials used in connection with the Project shall be approved in advance by the Advisory Committee, in consultation with Highlander. All approved grant agreements, pledges or other commitments with donors to the Project (“Donors”) shall be subject to Highlander’s prior written approval, which shall not be unreasonably withheld.

Section 2.3 Grant Disbursement Requirements. As a condition to being eligible to participate in the Project and receive disbursements of Project Funds, each Local Partner shall:

(a) be qualified as exempt under Section 501(c)(3) of the Code and applicable state law from federal and state income tax, or be a project that is fiscally sponsored by such a not-for-profit organization;

(b) have provided the Advisory Committee with the following support documentation in a form satisfactory to the Advisory Committee:

(i) documentation identifying such Local Partner’s name and employer identification number (EIN), together with copies of such Local Partner’s governing documents and a completed and filed IRS Form SS-4, or if the Local Partner is a project that is fiscally sponsored by a not-for-profit organization, then such documentation of the fiscal sponsor;

(ii) a statement setting forth such Local Partner’s tax-exempt status and a copy of the tax-exemption determination letter(s) issued to such organization by the IRS and any applicable state taxing authority, or if the Local Partner is a project that is fiscally sponsored by a not-for-profit organization, then such documentation of the fiscal sponsor;

(c) have completed, in coordination with the Advisory Committee, a written feasibility plan with respect to the payment of bail in the jurisdiction in which such Local Partner will make such payments in connection with a National Bail Out Campaign, which feasibility plan shall have been reviewed and approved by the Advisory Committee and shall contain:

(i) a description of all Laws and procedures applicable to bail payment and bail payors in such jurisdiction;

(ii) a statement setting forth the total number of cases in which bail is to be paid in such jurisdiction, the form of payment (i.e., full cash bail or partial bond payment) in each such case and an overview of the charging details for each Project Client; and

(iii) such Local Partner's plan for the payment of bail, including details regarding the process for making such payments and any related actions to be taken in connection with such payments and the release of each Project Client;

(d) have entered into a Grant Agreement with Highlander; and

(e) have satisfied such additional requirements as may be determined by the Advisory Committee (the foregoing requirements in this Section 2.3 as they may be waived and/or modified with approval of the Advisory Committee and Highlander, collectively, the "Grant Disbursement Requirements").

Section 2.4

Contributions and Disbursements.

(a) Highlander shall receive all Project Funds from Donors for the benefit of the Project. Highlander shall maintain a feature on its website to allow Donors to make contributions to the Project. Contributions shall also be accepted in the form of written checks made payable to Highlander or by electronic ACH transfer to an account of Highlander, in each case designated for the benefit of the Project, but Highlander shall not be responsible for accepting any contributions in the form of cash. All Project Funds, regardless of the form in which they are received by Highlander, shall be deposited into a restricted fund designated for purposes of the Project (the "Project Account") and shall be segregated and accounted for separately on Highlander's books and records. NBO will provide acknowledgments of the receipt of Project Funds to all Donors in the manner and to the extent required by applicable Law. Except as expressly provided herein, Highlander shall have no obligation to the Project or any other Person with respect to the collection of any contribution purported to be made by any Person for the benefit of the Project. Project Funds maintained by Highlander shall not bear interest.

(b) Highlander shall disburse Project Funds from time to time as provided in this Agreement to the Local Partners in connection with National Bail Out Campaigns and to other Eligible Grantees in connection with the Project, in each case pursuant to instructions approved by the Advisory Committee in accordance with Article III and only as authorized by, and subject to the terms and conditions set forth in, this Agreement and any Grant Agreement. Disbursements shall be restricted to the support and implementation of the Project. The Project Director, acting pursuant to instructions from the Advisory Committee, may request a disbursement of Project Funds. Following receipt of proper authorization by and supporting documentation from the Project Director substantially in the form of Exhibit B hereto or, in the case of any re-grant pursuant to Section 4.3(b) or Section 4.3(c), in such other form and with such other supporting documentation as is reasonably acceptable to Highlander, Highlander shall make any such disbursements as promptly as reasonably practicable. Unless

otherwise agreed to by the Parties, Highlander shall not make any disbursement in excess of all Project Funds actually received by Highlander, and Highlander shall have no obligation to advance any funds to the Project. Highlander shall keep the Project Director apprised of the status of all Grant Disbursements and Returned Project Funds, and shall include the Project Director in all communications with any Local Partner regarding Grant Agreements, Grant Disbursements, Project Funds, and Returned Project Funds.

(c) All Project Funds shall be used solely in support of the Project. NBO and each of the Advisory Partners agrees not to use any Project Funds, and agrees not to permit or cause any Project Funds to be used, in any way that might jeopardize Highlander's tax-exempt status or other legal status. In furtherance and not in limitation of the foregoing, NBO and each of the Advisory Partners shall not use, or permit or cause the use of, any portion of the Project Funds (i) in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code; or (ii) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of Law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Code. NBO and each of the Advisory Partners shall immediately comply with any written request by Highlander (A) to provide additional documentation with respect to its activities or any expenditure made with Project Funds and (B) to cease activities that might, in the sole judgment of Highlander, jeopardize Highlander's tax-exempt status or other legal status. Highlander shall be entitled to suspend or terminate this Agreement with respect to NBO or any Advisory Partner upon a failure of NBO or that Advisory Partner to comply with any such request.

(d) Highlander retains the unilateral right, if NBO or any Advisory Partner materially breaches this Agreement (including any violation or breach of Section 5.2, which shall be deemed to constitute a material breach of this Agreement) and fails to cure such material breach within 30 business days of notice in writing by Highlander, or if NBO or any Advisory Partner's conduct of the Project jeopardizes Highlander's tax-exempt status or other legal status, to suspend or terminate this Agreement with respect to that Advisory Partner or, at Highlander's discretion, with respect to all Advisory Partners, and withhold, withdraw, or demand immediate return of Project Funds that have been disbursed, and to disburse or otherwise spend such Project Funds so as to accomplish the purposes of the Project as nearly as possible in Highlander's sole judgment, subject to any Donor-imposed restrictions on the charitable use of such Project Funds.

Section 2.5 Reimbursement of Costs. All costs and expense of the Project shall be paid by Highlander, and the Parties agree that Highlander shall be entitled to reimbursement of direct expenses of the Project, including salary and benefits of Project staff, computers and electronic equipment, and travel and meeting expenses. Any such Costs shall be incurred and documented in accordance with Highlander's Financial Procedures Manual. Any such Costs shall be paid out of the Project Account and the amount thereof shall be deducted from Project Funds, and such amount shall not be Project Funds for any purpose under this Agreement.

Section 2.6 Fiscal Sponsor Fee/Reimbursement for Administrative Support. Highlander will be compensated for fiscal sponsor responsibilities of financial accounting and reporting, and administrative functions necessary for implementation of those responsibilities, with 7.5% of the Project's income from contributions from Donors on or after March 25, 2019. This amount will be reviewed by Highlander annually and may be adjusted to less than 7.5% of income from contributions at the sole discretion of Highlander. No Returned Project Funds as described in Section 4.3(a) will be included as "income" for purposes of calculation of the compensation due to Highlander for fiscal sponsorship responsibilities.

Section 2.7 Financial Accounting and Reporting. NBO and the Advisory Partners will follow the financial and accounting policies as established by Highlander. Highlander will maintain the books and financial records for the Project in accordance with generally accepted accounting principles and will provide reports reflecting revenue and expenses on a monthly basis. In any 30-day period leading up to, and any 30-day period following, a National Bail Out Campaign, Highlander will provide financial reports to NBO at their NBO's written request as soon as reasonably possible and in no instance more than two (2) business days after such request.

ARTICLE III GOVERNANCE

Section 3.1 General Principles. Subject to the terms of this Agreement, the Project Director shall have the authority to supervise and manage the day-to-day operations of the Project, in consultation with the Advisory Committee; provided that no act shall be taken, sum expended, decision made or obligation incurred by or on behalf of the Project with respect to any Reserved Matter unless such action has been approved by the Advisory Committee in accordance with Section 3.2. At all times, Highlander will have the ultimate authority with respect to any Reserved Matter which might reasonably be expected to jeopardize Highlander's tax-exempt status or other legal status. In addition, Highlander has the ultimate authority with respect to any matters relating to its employment relationship with any persons who provide services to the Project and are employees of Highlander.

Section 3.2 Advisory Committee.

(a) The Advisory Partners shall form an advisory committee (the "Advisory Committee"), which shall have the authority to make determinations relating to the Reserved Matters, subject to the ultimate authority of Highlander to alter or limit such determinations as Highlander as described in Section 3.1.

(b) The Advisory Committee shall be comprised of (i) one representative of Highlander, who shall be appointed by Highlander and (ii) one representative of each of an Advisory Partner's chapters that are participating in the Project, who shall be appointed by each such Advisory Partner, or (iii) in the event that the Advisory Partner is a fiscal sponsor of another organization, one representative of that sponsored organization (collectively, the "Advisory Committee Members"). The current Advisory Committee Members as of the date

of this Agreement are listed on Schedule B hereto. Representatives of additional Local Partners or national organizations holding a coordination, research or communications role with respect to the Project may be admitted to the Advisory Committee after the date of this Agreement, provided that such organization (i) shall have made a commitment, in a form or manner reasonably acceptable to the Advisory Committee, to participate in the Project, (ii) participates in designated telephone conferences for Project planning, and (iii) accepts and ratifies all decisions made by the Advisory Committee prior to the date that such organization's representative is to be admitted to the Advisory Committee, and (iv) executes and delivers to the Parties a counterpart or joinder to this Agreement, in a form reasonably acceptable to Highlander, pursuant to which such organization agrees to be bound by this Agreement as an Advisory Partner for all purposes hereunder. Each Party and Advisory Partner having the right to appoint an Advisory Committee Member shall have the power, upon prior notice to the Advisory Committee, to remove and replace such Advisory Committee Member. Each Party and Advisory Partner shall use its reasonable best efforts to cause the Advisory Committee to be so constituted in accordance with this Section 3.2(b).

(c) The Advisory Committee shall hold meetings for the purposes of decision-making when and as determined by a majority of the Advisory Committee Members, or at any other time at the request of the Project Director or any Advisory Committee Member. Notice for any meeting at which a matter is to be submitted for approval by the Advisory Committee will be given not less than eight calendar days in advance (which notice may be via email or text message to each Advisory Committee Member to an email address or phone number designated by such Advisory Committee Member in advance); provided that in the event any determination must be made with respect to a time-sensitive matter (as determined in the reasonable discretion of the Project Director), such advance notice period shall be reduced from eight calendar days to 24 hours. Advisory Committee Members may attend such meetings by telephonic conference.

(d) The presence (in person or via telephone) of at least three-fourths of the Advisory Committee Members shall constitute a quorum for the transaction of business at an Advisory Committee meeting.

(e) Each Advisory Committee Member shall have one vote with respect to any matter submitted to the Advisory Committee for approval. Except as provided in Section 3.2(f), any matter submitted to the Advisory Committee for approval shall require (i) the unanimous approval of the Advisory Committee Members present and voting on such matter at a duly constituted meeting of the Advisory Committee, or (ii) the unanimous written consent (which may be by email or other electronic transmission) of all Advisory Committee Members.

(f) In the event that, with respect to any matter submitted to the advisory committee for approval, the Advisory Committee shall have not reached a determination pursuant to the foregoing Section 3.2(e) within eight calendar days (the "Resolution Period"), then such matter shall be deemed approved upon the affirmative vote or written consent (which may be by email or other electronic transmission) of three-fourths of the Advisory

Committee Members; provided that in the event any determination must be made with respect to a time-sensitive matter (as determined in the reasonable discretion of the Project Director), such Resolution Period shall be reduced from eight calendar days to 24 hours. In the event that any Advisory Committee Member needs additional time to consult the base or leadership of his or her appointing organization with respect to any matter submitted to the Advisory Committee for approval, such Advisory Committee Member may make a request to the Advisory Committee to extend any such Resolution Period, and the Advisory Committee may consider such request and, upon the approval or written consent of three-fourths of the Advisory Committee Members, extend such Resolution Period.

(g) Each Party and Advisory Partner shall inform the Advisory Committee Member appointed by such Party or Advisory Partner of the terms and provisions of this Agreement and shall cause such Advisory Committee Member to comply therewith (including by removing and replacing any non-complying Advisory Committee Member). For all purposes under this Agreement, each Party shall be responsible for all acts or omissions of the Advisory Committee Member appointed by such Party to the same extent as if such act or omission were taken or omitted to be taken by such Party. Without limiting the foregoing, NBO and the Advisory Partners shall be responsible to Highlander for any action or failure to act by the Advisory Committee Member appointed by NBO and/or the Advisory Partners that would constitute a breach or violation of this Agreement.

Section 3.3 Reserved Matters. Notwithstanding anything to the contrary in this Agreement, each of the following actions or decisions (collectively, the “Reserved Matters”) shall require the approval of the Advisory Committee in accordance with Section 3.2:

- (a) the selection of Local Partners and other Eligible Grantees;
- (b) providing Highlander with approved grant disbursement instructions;
- (c) verification of each Local Partner’s and (to the extent applicable) each other Eligible Grantee’s compliance with Grant Disbursement Requirements;
- (d) allocation of Project Funds to Local Partners in connection with a National Bail Out Campaign;
- (e) allocation and disbursement of surplus Project Funds (if any), based on jurisdictional need, organizing plans and other criteria as agreed upon by the Advisory Committee;
- (f) determining whether a Local Partner may retain Project Funds that have been returned to the Local Partner after the use of the funds for the payment of bail in order to support the criminal justice reform efforts and on-the-ground organizing of such Local Partner; and
- (g) determining how Returned Project Funds and any other Project Funds (if

any) remaining in the Project Account are to be finally re-granted pursuant to Section 4.3(b) or Section 4.3(b).

(h) designating additional personnel positions to assist the Project Director in the Operations of the Project, selecting persons to fill those positions, and removing persons from those positions.

Section 3.4 Project Director; Reporting; Replacement.

(a) Subject to the terms of this Agreement, the Project Director shall supervise and manage the day-to-day operations of the Project. The Project Director's responsibilities in connection with the Project shall include the following, in each case in consultation with the Advisory Committee:

(i) establishing, in consultation with Highlander, fundraising solicitation language to be used by the Project Director and the Local Partners in soliciting donations of Project Funds;

(ii) selecting proposed Donors to be approached in connection with the solicitation of Project Funds;

(iii) reviewing supporting documentation from Local Partners and other Eligible Grantees and coordinating with the Advisory Committee in the Advisory Committee's determinations with respect to each Local Partner's and (to the extent applicable) Eligible Grantee's satisfaction of all applicable Grant Disbursement Requirements;

(iv) coordinating a communications campaign regarding bail to be implemented by the Project Director and the Local Partners and other third party partners; and

(v) overseeing and coordinating communications with and among the Advisory Committee, Highlander, the Local Partners, other Eligible Grantees and third parties in connection with the Project.

(b) To enable Highlander to fulfill its obligations under this Agreement, the Project Director shall provide Highlander all customary information and prepare all customary reports that Highlander may reasonably request, including any interim and final reports required by Donors, in each case with Highlander's assistance as necessary and subject to Highlander's final approval. Without limiting the foregoing, as promptly as reasonably practicable following the return to Highlander or the Project Director of Project Funds used to pay bail, the Project Director shall prepare and deliver, and shall cooperate with the Local Partners in the preparation and delivery of, a report (or reports) to Highlander that includes (i) a statement setting forth as to each Local Partner, in reasonable detail, (A) the amount of all Project Funds paid by such Local Partner in respect of bail and (B) the amount of all such Project Funds returned such Local Partner and (ii) copies of receipts and all other applicable documentation associated with the foregoing.

(c) In the event that the Project Director becomes unable to perform its duties under this Agreement for any reason, the Advisory Committee shall promptly replace the Project Director with a successor that, in the reasonable discretion of the Advisory Committee, is capable of performing such duties. Without limiting the foregoing, the Advisory Committee shall promptly remove and replace the existing Project Director in the event that such Project Director: (i) fails to comply with the terms of this Agreement; (ii) materially deviates from, or otherwise acts not in compliance with, the express instructions of the Advisory Committee; (iii) fails to act with reasonable diligence and due care in the exercise of its duties hereunder; or (iv) otherwise acts in a manner that undermines the integrity and public reputation of the Project. Any replacement Project Director shall be subject to Highlander's prior written approval (not to be unreasonably withheld)

(d) In the event that the Advisory Committee chooses to remove the Project Director role, the Advisory Committee must notify Highlander along with a written plan for an alternative structure that will allow for all of the duties of the Project Director under this Agreement to be performed by such alternative structure or some subset thereof.

ARTICLE IV
TERM AND TERMINATION; FINAL RE-GRANTS

Section 4.1 Term and Termination.

(a) This Agreement shall be effective as of the date hereof and, unless earlier terminated pursuant to Section 4.1(b), shall continue in full force and effect until _____ (such date, as it may be extended by the following provision, the “Project End Date”); provided that Highlander, at its option, may extend the term of this Agreement for successive one-month periods upon written notice to the Advisory Committee delivered not less than 15 calendar days in advance of any then-scheduled expiration date of this Agreement.

(b) This Agreement may be terminated at any time:

(i) by written agreement of Highlander, NBO, and the Advisory Partners; or

(ii) by Highlander in accordance with Section 2.4(c) or Section 2.4(d).

Section 4.2 Effect of Termination. Upon termination of this Agreement, no further Project Funds will be accepted by Highlander. Any Project Funds previously collected and remaining in the Project Account shall be held for disbursement pursuant to Section 4.3, subject to the other terms of this Agreement, and all other applicable provisions of this Agreement shall survive until such time as the remaining Project Funds have been disbursed and used in accordance with the Agreement and all obligations of the Project Director have been fulfilled. Without limiting the foregoing, the rights and obligations of the Parties under this Agreement which by their nature extend beyond the expiration or termination of this Agreement, or which are necessary for the enforcement of the rights of the Parties, shall survive termination or expiration of this Agreement in accordance with their terms (including, for the avoidance of doubt, this Section 4.2, Section 4.3 and Sections 5.4 through 5.17).

Section 4.3 Final Re-Grants.

(a) Project Funds returned to a Local Partner following a Project Client’s compliance with applicable bail terms and/or resolution of a Project Client’s case and remitted to Highlander in accordance with the Grant Agreements (all such returned Project Funds held in the Project Account as of any time, the “Returned Project Funds”) will be held by Highlander in the Project Account for final disbursement in accordance with this Section 4.3 and the other terms and conditions of this Agreement. Pursuant to Section 3.3(f), the Advisory Committee may determine whether a Local Partner may retain Project Funds returned to the Local Partner after the use of the funds for the payment of bail in order to support the criminal justice reform efforts and on-the-ground organizing of such Local Partner.

(b) The Advisory Committee may provide Highlander instructions for the

final disbursements of Returned Project Funds to one or more of the following organizations (each, an “Eligible Grantee”): (i) the Local Partners; or (ii) any other not-for-profit organization with a charitable mission substantially similar to that of a Local Partner and that is otherwise reasonably acceptable to Highlander. Such instructions may be delivered to Highlander, and Highlander shall only be obligated to make disbursements pursuant to such instructions, at such times as are reasonably acceptable to the Advisory Committee and Highlander, and shall be timed so as not to unreasonably interfere with the normal operations of Highlander or otherwise impose any undue burden on the staff or resources of Highlander.

(c) No later than (i) the Project End Date or (ii) the date that is 30 calendar days after any earlier termination of this Agreement (such date, as applicable, the “Final Disbursement Date”), the Advisory Committee shall deliver to Highlander instructions for the final disbursements of all Returned Project Funds and any other Project Funds remaining in the Project Account (in each case, as of the Final Disbursement Date) to one or more Eligible Grantees.

(d) Any disbursements of Project Funds pursuant to Sections 4.3(b) or 4.3(c) shall be made in accordance with Section 2.4(b) and shall be subject to all other applicable terms and conditions of this Agreement. Without limiting the foregoing, Highlander’s obligation to make any disbursement to any Eligible Grantee pursuant to Sections 4.3(b) or 4.3(c) shall be subject to the conditions precedent that such Eligible Grantee (i) shall have satisfied and shall be in compliance with the Grant Disbursement Requirements set forth in Sections 2.3(a), 2.3(b) and 2.3(e) and (ii) shall have executed a Grant Agreement with Highlander for such disbursement.

(e) Notwithstanding anything in this Agreement to the contrary, if the Advisory Committee has failed to provide Highlander final disbursement instructions with respect to all Project Funds remaining in the Project Account by the Final Disbursement Date and such failure has continued for 15 calendar days thereafter, then Highlander shall be entitled to disburse or otherwise spend such Project Funds so as to accomplish the purposes of the Project as nearly as possible in Highlander’s sole judgment, subject to any Donor-imposed restrictions on the charitable use of such Project Funds.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Representations and Warranties.

(a) Each Party hereby represents and warrants to each other Party that:

(i) with the exception of NBO, such Party is duly organized or incorporated, as the case may be, validly existing and, to the extent applicable, in good standing under the Laws of its jurisdiction of organization or incorporation, as the case may be;

(ii) such Party has the power and authority to enter into this

Agreement and each other agreement, instrument or document contemplated by this Agreement (the “Ancillary Documents”) to be entered into by such Party, and to carry out its obligations hereunder and thereunder;

(iii) the execution and delivery of this Agreement and each other Ancillary Document to be executed and delivered by such Party, and the consummation of the transactions contemplated hereby and thereby, have been authorized by all necessary action, and no other act or proceeding (corporate or otherwise) on the part of such Party (or its shareholders or partners, as applicable) is necessary to authorize the execution of this Agreement or any such Ancillary Document or the consummation of any of the transactions contemplated hereby or thereby;

(iv) other than any consents which have already been obtained, no consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Party in connection with the execution, delivery or performance of this Agreement or any other Ancillary Document to be executed and delivered by such Party, or the consummation of any of the transactions contemplated hereby or thereby; and

(v) there are no actions, suits or proceedings pending against such Party or, to such Party’s knowledge, threatened against such Party before any court, governmental entity or arbitrator, in each case (i) with respect to the subject matter of this Agreement or (ii) which may, in any one case or in the aggregate, have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement or such Party’s performance of this Agreement.

(b) NBO and the Advisory Partners acknowledge that Anderson Busby PLLC are acting as legal counsel to Highlander, and not to the Project or any other Party, in connection with the matters contemplated by this Agreement. NBO and each of the Advisory Partners represents and warrants that it is sophisticated and has had adequate opportunity to retain independent legal counsel to represent its interest and has obtained such counsel or has made a voluntary and informed decision not to seek such counsel.

Section 5.2 Compliance with Applicable Law. Each Party agrees to conduct the operations of the Project, and to perform its obligations under this Agreement and any Ancillary Document to which it is a party, in compliance with all applicable Law.

Section 5.3 Notice of Certain Events. NBO and the Advisory Partners shall give prompt notice to Highlander upon becoming aware (or any of its appointees to the Advisory Committee becoming aware) of any of the following: (a) the occurrence of an event or existence of a condition that is reasonably likely to cause any representation, warranty or agreement of NBO or any of the Advisory Partners contained in this Agreement to be untrue or inaccurate, and (b) any failure of the Project to be operated, or of NBO or any of the Advisory Partners to perform its obligations under this Agreement or any Ancillary Document, in compliance with applicable Law.

Section 5.4

Project Solely Responsible; No Contribution Obligation.

(a) Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to the Project Director or any Eligible Grantee (pursuant to a Grant Agreement or otherwise), shall be interpreted to create any pledge or any commitment by Highlander or by any related Person to make any other grant or contribution to the Project, the Project Director, any Eligible Grantee or any other Person for this or any other project. The grant relationship contemplated by this Agreement and any Grant Agreement (if and when executed and delivered by the parties thereto) shall be separate and independent from any other transaction between Highlander and any other Party.

Section 5.5 Indemnification. To the fullest extent permitted by applicable Law, NBO and the Advisory Partners shall indemnify, defend and hold harmless Highlander and its Affiliates and each of its and its Affiliates' respective members, officers, directors, trustees, employees, agents and representatives and the successors and assigns of the foregoing (collectively, the "Indemnified Persons") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, directly, indirectly, wholly or partially arising from or in connection with (a) any act or omission performed or omitted to be performed by NBO or any of the Advisory Partners or its members, officers, directors, employees, agents or other representatives in connection with this Agreement or the Project or (b) any breach or violation of any of NBO's or the Advisory Partner's representations, warranties, covenants or other agreements set forth in this Agreement (including the obligation to comply with applicable Law in accordance with Section 5.2), in each case, except to the extent that such losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses arise from the gross negligence, willful misconduct or unlawful act or omission of any Indemnified Person. Expenses, including reasonable attorneys' fees, incurred by any Indemnified Person and relating to any claim, demand, lawsuit, action, investigation or proceeding for which indemnification is sought under this Section 5.5 shall be paid by NBO or the Advisory Partners, upon demand by such Indemnified Person; provided that such Indemnified Person shall reimburse NBO or the Advisory Partners for such expenses if it is ultimately determined that such Indemnified Person is not entitled to indemnification hereunder.

Section 5.6

Assignment; Benefit.

(a) Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by any Party without the prior written consent of each of the other Parties hereto, and any purported assignment or delegation in contravention of this Section 5.6(a) shall be null and void *ab initio*.

(b) Subject to Section 5.6(a), this Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 5.7 Confidentiality. Each Party shall keep confidential this Agreement and all other non-public information received in connection with the Project. Each Party agrees not to disclose any information in connection with the Project without the prior written consent of the other Parties; provided that no such written consent shall be required (i) for disclosures to a Party's Affiliates, employees, or other service providers, so long as such recipients agree to keep such information confidential on a basis consistent with the terms hereof, (ii) in connection with general publicity of the Project approved by the Advisory Committee or as agreed among the Parties or (iii) as required by applicable Law or governmental or regulatory authority.

Section 5.8 Publicity. The Parties agree that Highlander shall be credited for its participation in the Project in all materials relating to solicitation of Project Funds and publicity for the Project. The Parties shall provide Highlander a reasonable opportunity to review in advance any materials referencing Highlander.

Section 5.9 Ownership Rights. Each Party shall retain ownership rights over all property developed or used by such Party in connection with the Project.

Section 5.10 Severability. In the event that any term or provision of this Agreement is invalid, illegal or incapable of being enforced in any situation or in any jurisdiction, (a) such term or provision shall be construed by limiting it so as to be valid, legal and enforceable to the maximum extent provided by Law and (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other term or provision of this Agreement or the offending term or provision in any other situation or any other jurisdiction.

Section 5.11 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes and replaces any prior understanding, agreement or statement of intent, in each case written or oral, of any kind and every nature with respect hereto.

Section 5.12 Amendment. No provision of this Agreement may be amended, modified or supplemented in whole or in part at any time without an agreement in writing specifically designated as an amendment hereto and executed by each of the Parties hereto.

Section 5.13 Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in a written instrument executed and delivered by the Party so waiving. No waiver by any Party of any breach of this Agreement shall operate or be construed as a waiver of any preceding or subsequent breach, whether of a similar or different character, unless expressly set forth in such written waiver. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power.

Section 5.14 Notices. Unless otherwise specified herein, all notices and other

communications authorized or required to be given pursuant to this Agreement shall be in writing (which may be by email) and shall be addressed (x) if to NBO or the Advisory Partners, to the following addresses (or at such other address as shall be specified by like notice) and (y) if to Highlander, to the following addresses (or at such other address as shall be specified by like notice):

(a) if to NBO, to:

Arissa Hall, 137 W Market St,

Long Beach, New York 11561

and

(b) if to Highlander, to:

Ash-Lee Henderson

1959 Highlander Way

New Market, TN 37820

(c) if to the Advisory Partners, to:

SEE ATTACHED LIST

Section 5.15 Retention of Records. Each of the Parties shall retain and preserve all records and information in connection with the Project in accordance with applicable law.

Section 5.16 Governing Law. THIS AGREEMENT AND ANY RELATED DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.

Section 5.17 No Third-Party Beneficiaries. Except with respect to Section 5.5 (the provisions of which shall inure to the benefit of the Indemnified Persons referenced therein as third-party beneficiaries of such provisions), this Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any

other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

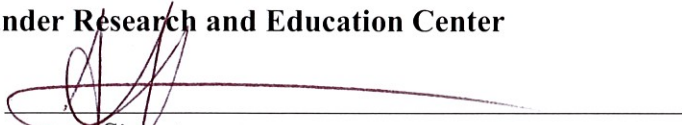
Section 5.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

Highlander Research and Education Center

By:


Signature

Ash-Lee Woodard Henderson
Printed name

Title:

Co-Executive Director

Address:

1959 Highlander Way
New Market, TN 37820

Email:

ash-lee@highlandercenter.org

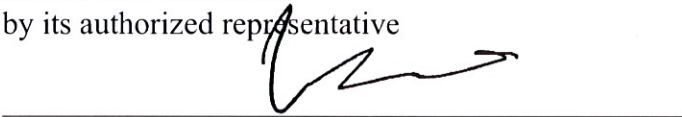
Phone:

(865) 360-6671

National Bail Out Collective

by its authorized representative

By:


Signature

Arissa Hall
Printed name

Title:

Project Director

Address:

137 W Market St, Long Beach, NY 11561

Email: arissa@nationalbailout.org

Phone: 516-632-0087

ADD SIGNATURE LINES FOR EACH OF THE ADVISORY PARTNERS. SOME MAY BE SIGNING AS "*NAME OF 501(C)(3)*" as fiscal sponsor for *NAME OF SPONSORED ORGANIZATION*"

Schedule A¹
Advisory Partners

Color of Change
Law for Black Lives
Gilda Papoose Collective
M4BL Policy Table
Texas Organizing Project
Essie Justice Group
Los Angeles Community Action Network (LA CAN)
The Ordinary People's Society (TOPS)
Black Lives Matter Memphis Chapter
Southerners on New Ground
Black Alliance for Just Immigration (BAJI)
Dignity and Power Now

¹ NBO: Please update, as necessary.

Schedule B²

Advisory Committee Members

Member	Appointing Organization
Scott Roberts and Erika Maye	Color of Change
Je Naè Taylor and Samantha Master	Gilda Papoose Collective
Mark-Anthony Clayton-Johnson	M4BL Policy Table
Brianna Brown	Texas Organizing Group
Gina Clayton-Johnson	Essie Justice Group
Pete White	Los Angeles Community Action Network (LA CAN)
Kenneth Glasgow and Rodreshia Russaw	The Ordinary People's Society (TOPS)
Erica Perry	Black Lives Matter Memphis Chapter
Marbre Stahly-Butts	Law for Black Lives
Mary Hooks and Serena Sebring	Southerners on New Ground
Benjamin Ndugga-Kabuye	Black Alliance for Just Immigration (BAJI)
James Nelson	Dignity and Power Now

² NBO: Please update, as necessary.

Exhibit A
Form of Grant Agreement
(attached)

Exhibit B

Form of Disbursement Request

Reference is made to that certain Collaboration Agreement, dated as of _____, by and among Highlander Research and Education Center, Inc. (“Highlander”) and each of the other entities listed on Schedule A thereto (the “Collaboration Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Collaboration Agreement.

This request for disbursement is made by _____, an authorized representative of [*the Project Director*] (the “Authorized Representative”). The Authorized Representative hereby certifies to Highlander that (a) each requested disbursement has been recommended and approved by the Advisory Committee pursuant to and in accordance with the Collaboration Agreement and (b) the Advisory Committee, following due inquiry, has verified that each recipient of a requested disbursement (each, a “Grantee”) has satisfied all applicable Grant Disbursement Requirements. Attached to this request for disbursement is a complete copy, for each Grantee, of all documentation reviewed by the Advisory Committee in support of such Grantee’s satisfaction of the Grant Disbursement Requirements.

Disbursement requested:

Grantee	Amount for General Operating/Organizing	Amount for Bail Payment	Total
[Grantee #1]			
[Grantee #2]			
[Grantee #3]			
[Grantee #4]			
[Grantee #5]			
[Grantee #6]			
[Grantee #7]			
[Grantee #8]			
[Grantee #9]			
[Grantee #10]			
[Grantee #11]			
[Grantee #12]			
[Grantee #13]			
[Grantee #14]			
[Grantee #15]			
<hr/>			
Total Disbursement:			

Date: _____

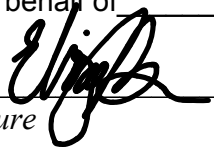
Signed by Authorized Representative of Project:

Highlander Acknowledgement:

Advisory Partner

Organization Strategies4Freedom, LLC

If a fiscal sponsor, on behalf of Gilda Papoose Collective

By: 
Signature

Eb. Brown
Printed name

Title: Chief Innovations Officer

Address:
201 W Geer St. Unit 1 Durham, NC 27701

Email: carestrategicvision@gmail.com

Phone: 8039918865

Advisory Partner

Organization ESSIE JUSTICE GROUP

If a fiscal sponsor, on behalf of _____

By: **Gina Clayton** Digitally signed by Gina Clayton
DN: cn=Gina Clayton, o, ou,
email=gina@essiejusticegroup.org, c=US
Date: 2019.03.05 13:03:32 -08'00'
Signature

GINA CLAYTON-JOHNSON
Printed name

Title: FOUNDER & EXECUTIVE DIRECTOR

Address:

1700 BROADWAY, 2ND FLOOR

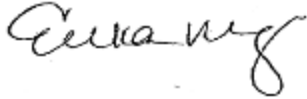
OAKLAND, CA 94612

Email: GINA@ESSIEJUSTICEGROUP.ORG

Phone: 510-250-9019

**Advisory
Partner**

Organization: Color of Change



By:

Signature

Erika Maye

Title: Deputy Senior Campaigns Director

Address:

1714 Franklin Street, Suite 100
Oakland, CA 94612

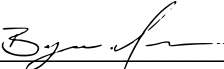
Email: erika.maye@colorofchange.org

Phone: 646.395.3711

Advisory Partner

Organization Media Mobilizing Project

If a fiscal sponsor, on behalf of Philadelphia Community Bail Fund

By: 
Signature

Bryan Mercer
Printed name

Title: Executive Director

Address:

4534 Baltimore Ave, Philadelphia PA 19143

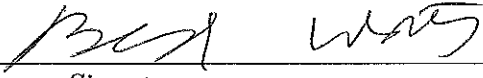
Email: bryan@mediamobilizing.org

Phone: 215-439-5056

Advisory Partner

Organization Mid South Peace & Justice center

If a fiscal sponsor, on behalf of Official Memphis Chapter of Black Lives Matter

By: 
Signature

Bradley Watkins
Printed name

Title: Executive director

Address:

3573 Southern, mps, TN. 38111


Email: center@midsouthpeace.org

Phone: 901-725-4990

Advisory Partner

Organization The Black Alliance for Just Immigration

If a fiscal sponsor, on behalf of _____

By: 
Signature

Benjamin Ndugga-Kabuye
Printed name

Title: Research and Advocacy Manager

Address:

668 Nesstrand Ave
Brooklyn, NY 11216

Email: ben@baji.org

Phone: 347.410.5312