MEMORANDUM OF UNDERSTANDING

Whereas, The Salvation Army, on behalf of its Massachusetts Division (hereinafter, "The Salvation Army") and [insert Official Registrant name] (hereinafter, "Official Registrant"), recognize the need for a Memorandum of Understanding (MOU) to establish the roles and responsibilities of the partners with respect to The Salvation Army's 2023 Kettlebell Challenge campaign.

1. **Partner Agencies**
    a. The Salvation Army, a New York not-for-profit corporation, having its corporate principal offices located at 440 West Nyack Road, West Nyack, New York 10994, and duly authorized to conduct business in the state of Massachusetts, without limitation, acting by and through its local operating unit with offices at [INSERT ADDRESS].
    b. [Insert Official Registrant], located at [insert address].

2. **Background**
    a. The Salvation Army Mission: The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.
    b. [Official Registrant] Mission: [Insert statement]

3. **Purpose**
    The Salvation Army and Official Registrant are coming together to promote The Salvation Army's Kettlebell Challenge campaign to help raise awareness and funds for The Salvation Army.

    [Insert additional information on the details of the Kettlebell Challenge campaign.]

4. **Term and Termination**
    This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. This agreement shall remain in effect until December 18th, 2023.

    This MOU may be terminated, with or without cause, by either partner upon providing written notice to the respective party's address in Section 1.

5. **Roles and Responsibilities**
    a. The Salvation Army
        i. The Salvation Army will designate a main point of contact to work with the [insert Official Registrant] representative to ensure open communication and a successful campaign.
        ii. [insert roles and responsibilities]

iii. [include any resources that will be contributed to the project]

b. [Insert Official Registrant]

i. Official Registrant will designate a main point of contact to work with The Salvation Army representative to ensure open communication and a successful campaign.

ii. [insert roles and responsibilities]

iii. [include any resources that will be contributed to the project]

6. Intellectual Property

Both parties grant each other limited permission to use the intellectual property of the other party, including their name, logos or trademarks, for purposes of this MOU; provided, however, that before using the intellectual property of the other party, written consent detailing said must be given. Permission to use the other party's intellectual property terminates immediately upon competition or termination of this MOU.

7. Indemnification

Both parties agree to indemnify, defend, and hold the other party, its directors, officers, and employees, harmless from and against any and all claims, including demands, actions, damages, loss, costs, and attorneys' fees, arising or resulting from any negligent act, error, or omission by the other party, its directors, officers, or employees, in any way related to the other party's actions or obligations under the terms of this MOU.

8. Release of Liability

Official Registrant is participating willingly in this campaign and accepts any risk involved and will release The Salvation Army from any liability resulting from participation in the campaign.

9. Insurance

Simultaneously with the signing of this MOU, an insurance certificate shall be provided by Official Registrant to include the legal name and address of The Salvation Army, and any applicable location(s) as "additional insured." Coverage shall be as appropriate for general liability, excess liability trust and property damage liability.

10. Confidentiality

Both parties will hold in strict confidence any information that is provided by the other party or any of its directors, officers, employees, or volunteers that receiving party should reasonably understand to be sensitive and confidential. Neither party may disclose confidential information to others except where necessary to comply with applicable laws. Both parties will maintain security procedures, consistent with industry standards, to protect sensitive and confidential information obtained under this MOU.

11. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments, which are to be mutually agreed upon, shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

---SIGNATURES ON NEXT PAGE)---

The Salvation Army

_____ _____

[Insert Name, Title] Date

[Insert Official Registrant]

_____ _____

[Insert Name, Title] Date