

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on July 1, 2021 (the "Effective Date"), by and between The Rotary Club to End Human Trafficking (RCEHT), District 5950 (the "First Party"), and Partners Against Child Trafficking (PACT) located at 9311 N FM 620 Suite 156, Austin, Texas 78726 (the "Second Party").

First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The Parties are intending to form a PARTNERSHIP, to collaborate and provide the education, awareness and tools to students to end child trafficking.

We will work to end human trafficking through the education of students by leveraging the International Rotary network. We will serve as facilitators and problem solvers.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future partnerships/contracts being considered by other Parties (Rotary clubs) which may be associated to the partnership.

To end human trafficking, our PARTNERSHIP will work to prevent it before it happens. To that end, our joint initiative between the Parties will focus on:

- Raising Awareness
- Educating Children and Youth
- Reducing Risk Factors that make children vulnerable

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Working together to end human trafficking through education of students and bringing awareness to parents and intend to leverage the Work of PACT for their student online curriculum and RCEHT to introduce the services that Rotary Clubs can provide through their sphere of influence.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein.

The following are the individual services that the Parties will provide for the partnership:

Name of partner: Partners Against Child Trafficking

- PACT, Partners Against Child Trafficking, shall render and provide the following services that include, but are not limited to:
 - Provide access for paid REGISTRATION to the online Student's Against Child Trafficking (SACT) courses developed by PACT for Middle Schools, High Schools and College and Universities whether public or private.
 - PACT will provide access for registrations of all users and provide reports to the RCEHT organization on a monthly basis or quarterly basis. Reports will include number of registrations per school, % who complete training and average time to complete training per student.
 - PACT will charge license fee based on the following schedule effective December 1, 2021:
 - PACT SACT Training Programs (STP) in English and Spanish. For America's (USD)
 1. 1-99 licenses \$20.00/license
 2. 100 to 3,000 licenses \$15/license
 3. 3,001 to 5,000 Licenses \$13/license
 4. 5,000+ Licenses Negotiated Contract pricing
 - **SACT TRAINING PROGRAMS (STP)**
 - **AI Platform:** The STP resides on an exclusive PACT AI platform that features encrypted access to a one-hour, interactive, multimedia, student to student, SLE training program that allows students to take the course at their own speed while encouraging them to complete the course over time.
 - **Multilingual:** Full access to any of the current programs for high school, college, and universities in English and Spanish
 - **Certification:** Upon completing the STP, the registered user receives an Official SACT Certification. This SACT Certification can be used to validate required additional community hours in Social Justice or submitted along with a resume or application to college, law school, or employment.
 - **LICENSING DELIVERABLES**
 - STP Launch Program: Prior to any engagement (for 500 or more licenses), PACT will develop (along with the school administration/students and sponsors) a thorough launch plan:
 - Press Release, student and stakeholder quotes for newspapers, local and or national radio, social media, etc.
 - Advertising and Branding plan for all sponsors that are financially supporting STP
 - Timeline of all activities by each stakeholder
 - Reports: Analytic Reports of all registrants and SACT Certifications issued during the first 30 days of implementation
 - Updated Relevant Modules: Content upgrades and additional modules throughout the year
 - Additional Languages to meet the needs of countries and cultures across the globe
 - SACT Ambassador Chapter Training. PACT will provide an extensive manual (electronic delivery) to train students on how to develop a successful SACT Ambassador Chapter on campus, plus Title IX Requirements and planning documentation and a list of projects to secure more community hours for graduation.
 - Funding for these seats is based on the Parties ability to attract local community corpora-

Name of partner: Partners Against Child Trafficking

tions, places of worship, private/group donations, grants, Rotary Clubs and others to participate in their local schools by investing in the student's awareness and education to thwart child trafficking. All payments to be paid directly to PACT, a 501c.3. organization, so that the client (the buyer of the courses) can receive a tax deduction.

- In order to leverage the services and international recognition of Rotary, these courses will be co-branded with PACT and RCEHT logos for delivery, marketing, and advertising.
 - PACT is the author, publisher and intellectual property owner of all PACT and or the SACT (Students Against Child Trafficking) course programs, their distribution rights and or licenses.
 - PACT will provide additional support with the joint approval of RCEHT for: Press Releases, marketing, materials, Newsletters, PSA's and announcements leveraging PACT's national network of radio and TV stations and News Release Bureaus. Any and all costs will be reviewed and agreed to expenditures by other parties prior to any release.
- The Rotary Club to End Human Trafficking, District 5950, shall render and provide the following services that include, but are not limited to:
- Appoint at least one member to manage the defined process and act as the primary contact with PACT.
 - Work with PACT to create Policies and Procedures to execute this agreement.
 - Post relevant PACT related resources on the RCEHT / Rotary End HT website(s), as appropriate, to assist other Rotary clubs in communicating with business and schools in their communities.
 - Leverage District members and other Rotary Clubs to: propose, market, and introduce the aforementioned education courses to business and or other organizations as a tax- deductible community service through PACT a 501.c.3
 - Make presentations to other Rotary Clubs inviting them to join the RCEHT mission and provide them the information necessary to share the aforementioned courses.
 - Invite other international Rotary clubs to help provide translation services of the existing English courses to additional languages to be incorporated into PACT educational offering to all potential registrants.
 - Work with and develop Rotaract / Interact alignment to bring students together to receive the SACT education courses.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 2 years with renewable options from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU. If at any time either Party is unable to perform their duties or responsibilities under this Memorandum, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

This Agreement shall be signed by The Rotary Club to End Human Trafficking and Partners Against Child Trafficking and shall be effective as of the date first written above.



Name of partner: Partners Against Child Trafficking

Karen Walkowski 1/6/22

Karen Walkowski
President, The Rotary Club to End Human Trafficking, District 5950 (Date)

Rick Naylor 1/19/22

Rick Naylor, PACT Executive Director
Partners Against Child Trafficking (Date)