



Memorandum of Understanding

National Down Syndrome Society & National Task Group

This is a Memorandum of Understanding between the National Down Syndrome Society ("NDSS"), 8 E 41st Street, 8th Floor, New York, NY 10017, and the National Task Group for Intellectual Disabilities and Dementia Practices ("the NTG"), PO Box 862, Rockport, ME 04856, both 501 c 3 nonprofit organizations. The National Down Syndrome Society is the leading human rights organization for all individuals with Down syndrome. The NTG advocates for services and supports for people with intellectual disability and their families who are affected by Alzheimer's disease and related dementias.

With shared visions for improved quality of life for people with Down syndrome, NDSS and the NTG are often involved in common activities and projects. The purpose of this Memorandum of Understanding is to define areas of cooperation, collaboration, and shared interests related to each organization's mission.

PURPOSE & AGREEMENT

The purpose of this agreement is to identify the common goals and activities of the two organizations and define areas where those commonalities may be mutually beneficial and of benefit to persons with Down syndrome, their families, caregivers, and advocates.

Specifically, the NDSS and the NTG agree:

1. To share information and resources when collaborating on a common purpose or activity.
2. To cooperate and aid each other with legislative and public policy advocacy of common interest.
3. To involve members of both organizations in each other's workshops, conferences, and other means of providing information or education and training.

With respect to:

- a. Conferences of common interest, such as annual or ad hoc conferences, each will agree to provide gratis registrations to speakers from the other's organization.
- b. Meetings and conferences, each organization will include the logo and information, mutually agreed upon, about the other organization when relevant
- c. Workshops and webinars, as well as conferences, may share organizational expenses and agree upon costs, registration fees, and other organizational needs as agreed upon for each event. Where there is a fee, each organization will offer registrations to the other's members at host member rates.
4. To provide links on organization websites to the other organization, particularly to materials of common interest, or developed cooperatively.
5. To cooperate in projects, publications, informational matter, and assistance efforts which are directed toward persons with Down syndrome who are older or at risk of neurodegenerative conditions, as well as their families and friends.

- 6. To agree to work out ownership and if mutually agreed upon, registration of copyright rights and other intellectual property rights with respect to materials developed collaboratively.

FINANCIAL and PROPRIETARY PROVISIONS

Both parties agree that there are no financial obligations incurred by either the NDSS or the NTG with respect to this MoU. For purposes of potential cooperative fundraising or receipt of third-party funding (including grants), the NDSS and the NTG shall develop practices and policies that meet 501 (c) 3 guidelines on how such funds or gifts are shared, accepted, recorded, and acknowledged, and shall describe circumstances under which any gift would be declined.

All rights and goodwill associated in trademarks, service marks, trade names and other source identifying information shall inure to and remain with the party that owned them prior to entering into this MOU. This MOU does not transfer any rights in or create any license to any intellectual property or other intangible rights.

Each party will ensure that it complies with all applicable data privacy obligations.

VALIDATION

This MoU shall be valid from the date when it is signed by authorized representatives of both the NDSS and the NTG and shall be in force until revised or updated by mutual consent. The MoU will be reviewed and approved at least annually by both organizations. Either party may suggest changes at any time, and if agreed upon by both parties, revisions will be added and signed by each organization’s authorized representatives. Either organization may decide to withdraw from the agreement upon written notification to the other. The agreement will then be void 30 days after the date of the notification.

Signed

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Kandi Pickard
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Kandi Pickard

NDSS President and CEO

Date 3/15/2021

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Matthew P. Janicki, Ph.D.

NTG Co-President

Date: 3/15/2021

DocuSigned by:
Seth Keller
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Seth Keller, MD

NTG Co-President

3/16/2021
Date: _____