

Memorandum of Understanding

between

The American National Red Cross

and

*Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints*

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS



American Red Cross

I. Purpose

This Memorandum of Understanding (“MOU”) supersedes and replaces the Memorandum of Understanding signed by the organizations effective 22 March 2012, which itself superseded and replaced a Statement of Understanding signed on February 4, 2005, and was later supplemented by a Clarification Memorandum dated October 18, 2014.

The purpose of this renewed MOU is to document the ongoing relationship between the American National Red Cross (the “Red Cross”) and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints (“LDS”). The MOU provides a broad framework for cooperation and engagement between the two organizations with respect to community disaster assistance, cooperation in times of disaster, and other mutually beneficial services. The purpose of the MOU is to identify areas of collaboration between two organizations. The ability for local offices of both organizations to participate in the activities outlined in an MOU is subject to their capacity, capability and resources. In some instances, local offices may not be able to support some of the activities.

II. Independence of Operations

Each party to this MOU will maintain its own identity, establish its own policies, and finance its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

Since its founding, The Church of Jesus Christ of Latter-day Saints (the “Church”) has cared for the needy, including survivors of disaster. It encourages its members to be actively engaged in community causes, such as those promoted by the American Red Cross. Church members are encouraged to live providently, as well as to prepare for emergencies.

For ecclesiastical and temporal purposes, the Church is organized into geographic areas that may include several states or jurisdictions. Smaller geographic divisions, consisting of several congregations, are called stakes and are presided over by a stake president. Local congregations are called wards and branches and are presided over by a bishop or a branch president. LDS is the principal legal vehicle through which the Church holds title to properties and otherwise conducts its temporal affairs in the United States.

Area Church leaders meet regularly and plan for and respond to emergencies.

Requests for disaster relief contributions to public and private agencies are submitted to LDS’s Welfare Services Department (50 East North Temple, Salt lake City, UT 84150; telephone, 801-240-3544). Requests for Church congregations to volunteer services on a local level are submitted to the stake president, bishop or branch president.

IV. Methods of Cooperation

The Red Cross and the Church, acting through LDS, desire to expand their mutually beneficial relationship to enhance community disaster preparedness and coordinate disaster planning and response activities as follows:

The Red Cross and LDS each recognize the capability and the right of the other to give assistance to disaster survivors. However; each organization will coordinate with the other to prevent unnecessary duplication of services. When LDS and the Red Cross join efforts, service will be provided equitably and impartially to those in need, regardless of their citizenship, race, religion, age, sex or political affiliation.

1. Communication between organizations

Open communication will be maintained between Red Cross national headquarters and LDS/Church headquarters. This communication may include information such as, but not limited to, disaster reports, changes in policy or personnel, and any additional information pertinent to disaster preparedness and response. See *Attachment A - Organization Contact Information*. The same interaction and communication will be encouraged between Red Cross chapters and local Church leaders.

- a. LDS will encourage the Church's local units to engage in collaborative discussions with their local Red Cross chapters and blood services regions. To locate a local Red Cross chapter or blood services region, unit leaders can go to www.redcross.org.
- b. The Red Cross will encourage its chapters to engage in collaborative discussions with the Church's local units in their respective jurisdictions. To locate a stake, ward, or branch of the Church, Red Cross chapters can go to the LDS meetinghouse locator at <https://www.lds.org/maps/#ll=40.623,-111.977&z=13&m=google.road> or call Humanitarian Services at (801) 240-3544.

2. Engagement at the Local Level:

Each organization through its local units will explore opportunities to work collaboratively including:

A. Community Preparedness

Make community preparedness information and training available to support each organization's efforts to create prepared communities. Specific collaboration is outlined in *Attachment C - Community Preparedness Opportunities*.

B. Disaster Planning

Actively participate in reviewing state and local emergency operations plans to coordinate participation, maximize timely and comprehensive services to the community and mitigate duplication of effort. Consider possibilities for cooperative training, drills or other planning activities. Identify facilities or premises that may be suitable for sheltering, warehousing or other collaborative disaster related activities. Allocate the responsibility for joint expenses, cost reimbursed expenses or any other mutually agreed upon reimbursable process only in writing and in advance of any commitment. The standard *Facility Use Agreement approved by Red Cross and LDS is attached as Attachment D*. Changes to the *Facility Use Agreement*

necessary to accommodate local conditions must be approved by LDS and Red Cross through each organization's approval process.

For clarity, Red Cross and LDS further acknowledge:

- LDS has frequently allowed Red Cross to use LDS meetinghouses in emergencies and will continue to do so in the future.
- LDS meetinghouses typically do not have shower facilities and have limited cooking facilities. For these reasons, LDS meetinghouses are not appropriate as long-term shelter locations.
- LDS meetinghouses do not need to be pre-identified for Red Cross use. In the event of a disaster, Red Cross chapters can contact the local Stake President and ask if they would support the use of the meetinghouse to meet any of these purposes: temporary emergency shelter, bulk distribution center, or temporary storage facility. Approval by Stake Presidents is always swift.
- If a Stake President and Red Cross agree that a facility should be used by the Red Cross, *Attachment D - Facility Use Agreement* between the American Red Cross and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints should be implemented.

C. Volunteer Involvement

Encourage participation and training of disaster relief volunteers for response efforts whether for collaborative or independent relief efforts. Communicate the immediate or long term needs for specific types or qualifications of volunteers. The following volunteer definitions will apply:

- A Church member volunteer, who is trained by the Red Cross and wants to respond as a Red Cross volunteer during a disaster, will be subject to Red Cross Policies and Procedures, be under direct supervision of the Red Cross, and will wear Red Cross identification.
- A Church member volunteer, who may or may not be trained by the Red Cross, and who responds as a member of the Church or any other organization, will remain independent of the Red Cross in their support.
- A Church member volunteer cannot support a relief operation in more than one capacity (i.e. representing the Red Cross and the Church or another organization).

D. Support of Blood Services

LDS recognizes the right of legitimate licensed organizations to collect blood. In those localities where the Red Cross operates a blood center or regularly collects blood, LDS will encourage stake presidents to provide opportunities for regular blood drives within their jurisdictions, at their discretion, even if other blood donor organizations are used as well. The standard revocable temporary license agreement for Red Cross blood drives approved by Red Cross and LDS is included as *Attachment E – Master License Agreement for Blood Drives*.

3. Support of International Services

LDS or its nonprofit affiliate, Latter-day Saint Charities, may collaborate with Red Cross International Services for international development-related activities.

During international disasters, the Red Cross may communicate and coordinate with LDS's Welfare Services Department regarding international disaster operations participation and any assistance needed from Church members, such as identifying local disaster needs and providing other services to assist Red Cross international disaster relief personnel.

The Red Cross will invite LDS's Welfare Services representatives to its International Response Team training to observe the course and identify opportunities for collaboration.

4. In-Kind Supplies and Equipment

When requested by the Red Cross, and when possible, LDS will provide the Red Cross with hygiene or comfort kits, clean-up kits, and other selected supplies and equipment for the victims of disasters domestically and internationally. All donated products must meet the specifications identified by the Red Cross and must not include any religious materials. An acknowledgment card stating that the kit is a gift from The Church of Jesus Christ of Latter-day Saints is acceptable.

Should the Red Cross choose, they may affix a sticker on the outside of the bag or insert a card to indicate that the kit is part of Red Cross assistance.

5. Other Cooperative Actions

The Red Cross and LDS will actively seek to determine other areas/services within their respective organizations where cooperation and support will be mutually beneficial and to amend this MOU accordingly to include such agreements.

V. General

- a. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so.
- b. Both parties will keep the public informed of their cooperative efforts.
- c. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
- d. Both parties will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. LDS agrees to adhere to *Attachment B - The Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Response Programs* when engaging in any cooperative disaster response activities with the Red Cross.

VI. Periodic Review and Analysis

Representatives of the Red Cross and LDS will jointly evaluate their progress in implementing this MOU every two years and revise and develop new plans or goals as appropriate.

VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires five years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any

time upon written notice from either party to the other.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IX. Signatures

American National Red Cross

**Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints**

By: Harvey Johnson
Signature

By: Dean M. Davies
Signature

Name: Harvey Johnson
Print Name

Name: Dean M. Davies
Print Name

Title: Senior Vice President
Disaster Cycle Services
Print Title

Title: First Counselor, Presiding Bishopric
Print Title

Date: October 26, 2018

Date: October 26, 2018

ATTACHMENT A – Organization Contact Information**Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

Relationship Manager Contact*

American Red Cross		LDS	
Contact	Michelle Houlihan	Contact	Ty Johnson
Title	Sr. Corporate and Foundation Officer	Title	Director, Emergency Response
Office phone	(303) 263-2841	Office phone	(801) 240-3655
e-mail	michelle.houlihan@redcross.org	e-mail	johnsonMTmuirbb@ldschurch.org

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operational Contact**

American Red Cross		LDS	
Contact	Mark Smith	Contact	Jeff Foy
Title	Executive Director, Community Mobilization and Partnerships	Title	Manager, Emergency Response
Office phone	(571)-581-3191	Office phone	(801)-240-1713
Mobile	(202)-674-1299	Mobile	(801) 718- 4707
e-mail	Mark.smith@redcross.org	e-mail	FoyJW@ldschurch.org

**The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

Blood Services Contacts

American Red Cross Lewis and Clark Blood Region		American Red Cross	
Contact	Heidi Ruster	Contact	Vincent A. Edwards
Title	Chief Executive Officer	Title	Executive Director, Biomedical Services
Address	6616 South 900 East Salt Lake City, Utah 84121	Address	
Office phone	(801) 892-4002	Office phone	(314) 658-8653
Mobile	(801) 541-5100	Mobile	(314) 779-5667
Fax	(801) 892-4050	Fax	(314) 289-1191
e-mail	Julia.wulf@redcross.org	e-mail	Vincent.edwards@redcross.org

Organization Information

American Red Cross		LDS	
Department	Development	Department	Welfare Services
Address	430 17 th Street NW Washington, DC 20006	Address	50 E. North Temple St. Salt Lake City, UT 84150
Website	http://www.redcross.org/	Website	www.providentliving.org

ATTACHMENT B

**Principles of Conduct for
The International Red Cross and Red Crescent Movement and
NGOs in Disaster Response Programs**

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

The Code Register

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).

ATTACHMENT C - Community Preparedness Opportunities

The activities described in this attachment are suggestions for collaboration between local congregations of the Church and Red Cross chapters. They are not required and are optional activities subject to each organizations capacity, capabilities and resources. There are other opportunities beyond what is listed below. Local affiliates of each organization are encouraged to work with one another to determine the best choices for collaboration based on their local communities and resources.

Hands only CPR/Citizen CPR

The purpose of the American Red Cross Hands only CPR/ Citizen CPR course is to teach untrained bystanders how to perform hands-only CPR. Having more citizen bystanders trained in this simple skill can help save lives by putting more cardiac arrest victims within a few steps of lifesaving assistance.

The primary training method which teaches the hands only technique is a skills session that lasts approximately 30 minutes. Participants learn how to check for consciousness, call 9-1-1 (or the local emergency number), and give continuous chest compressions. Church members can be trained as leaders in a one-hour session.

Ready Rating Program

The American Red Cross Ready Rating™ program is a free, self-paced, membership program designed to help businesses, organizations and schools become better prepared for emergencies. All in one place, Ready Rating members have access to one-of-a-kind tools, resources and information for evaluating and improving their ability to withstand disaster, maintain operations, and protect lives and property. Whether our customers are taking their first steps towards preparedness or they have a fully-functioning emergency management program, the Ready Rating program can help them achieve a higher level of preparedness. It is delivered through a Red Cross branded website, ReadyRating.org. Members use one of two proprietary online assessment tools to get a baseline measurement of their preparedness level and receive a customized Next Step report with tips and guidance to improve.

Individual and Family Preparedness Education

Individuals and families in the Church can be prepared for disasters and other emergencies through presentations available on multiple topics and hazards (e.g. winter storms, tornados, home fire safety and prevention). Additionally, students can be trained with the award-winning Pillow Case Project education program. Church members can be trained as leaders to provide the presentations not only to church members but also to the general community and in the schools.

Home Fire Campaign

Each year, the Red Cross responds to nearly 64,000 disasters, the vast majority of which are home fires. The Red Cross set a goal to reduce fire-related deaths and injuries by 2020. Partners have been instrumental in implementing this program in local communities.

On average:

- 7 people die every day from a home fire, most impacting children and the elderly
- 36 people suffer injuries as a result of home fires every day
- Over \$7 billion in property damage occurs every year

There are five ways to get involved

1. Get prepared at home by learning home fire safety
2. Teach safety in the classroom through the Pillowcase project
3. Volunteer to help others by installing smoke alarms
4. Make a donation
5. Participate in the Sound the Alarm, Save a Life national event in your local community

For more information, contact a local Red Cross chapter. Chapter contact information can be found at www.redcross.org.

Emergency Apps

Take advantage of the free mobile apps found at <http://www.redcross.org/prepare/mobile-apps> including a shelter finder, first aid, pet first aid, emergency, hurricane, tornado, earthquake wildfire and volunteer apps. The apps can be utilized to have emergency preparedness information and resources at your fingertips on any iPhone or smartphone device.

ATTACHMENT D - Facility Use Agreement between the American Red Cross and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster survivors. This agreement is between the Red Cross and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("LDS"), the facility owner, so the Red Cross may use a designated LDS facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, Office of General Counsel, 50 E North Temple St., Salt Lake City, UT 84150 and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, Humanitarian Services Division, 50 E North Temple St., Salt Lake City, UT 84150

Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

<p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p>
<p> </p>

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, LDS will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related services. However, the chapel, baptismal font, and offices of the Facility are not to be used by the Red Cross or Red Cross clients. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will have primary responsibility for the operation of the Red Cross services, including shelters, and will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). LDS will designate a Facility Coordinator to coordinate with the Red Cross regarding the use of the Facility by the Red Cross. Local leaders of The Church of Jesus Christ of Latter-day Saints (the "Church") will also designate at least one member of a local Church unit to be present at any time the facility is being used.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#) to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the express written approval of LDS. Heaters that are not part of the Facility may not be used in the building.
4. **Food Services:** (*This paragraph applies only when the Facility is used as a shelter or service center.*) Upon request by the Red Cross, and if such resources are available and the Facility Coordinator consents to their use, LDS will make the food storage, preparation, and serving equipment of the Facility available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and

supplies used during the Red Cross's activities at the Facility. Cooking equipment that is not part of the Facility furnishings may not be used in the building.

5. Custodial Services: The Red Cross will be responsible for coordinating custodial services and supplies. The Red Cross Manager will ensure that the Facility remains clean and orderly.
6. Standards of Conduct: The following standards apply at all times, both in the Facility and on surrounding LDS property:
 - There is to be no use of alcoholic beverages, marijuana, illegal drugs, tobacco of any form, or gambling.
 - Fires are not to be built.
 - Weapons are not allowed, with the exception of those carried by law enforcement officers or other uniformed security personnel who have been retained by LDS or the Red Cross to provide security services.
 - There are to be no pornographic or other indecent materials.
 - Pets, other than service animals, are not allowed inside the Facility.
 - No cooking equipment or heaters will be brought into the Meetinghouse.
7. Security/Safety: In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
8. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. LDS will not issue press releases or other publicity concerning the Red Cross activities without the written consent of the Red Cross Manager. LDS will refer all media questions about the Red Cross services to the Red Cross Manager.
9. Closing the Facility: The Red Cross will notify, in coordination with the Stake President, LDS or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food supplies and equipment used during the Red Cross operation.
10. Reimbursement: The Red Cross will reimburse LDS for the following:
 - a. *Damage to the Facility or other LDS property*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors.. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross)

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. *LDS* will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- 11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
- 12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify *LDS* and all of its employees, representatives, agents and affiliates against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Facility.
- 13. Authority of the Facility Coordinator: *LDS*'s Facility Coordinator has the discretion to make final decisions regarding how the Facility and any of the Facility's equipment may be used. Such decisions will be discussed with the Red Cross Manager. The Facility Coordinator has the right to terminate the Red Cross use of the Facility if he or she determines that the standards outlined in this agreement are not being adhered to or at *LDS*'s discretion, with reasonable notice.
- 14. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS

THE AMERICAN NATIONAL RED
CROSS

(legal name)

(legal name)

By (signature)

By (signature)

Name (printed)

Name (printed)

Title

Title

Date

Date

ATTACHMENT E – Master License Agreement for Red Cross Blood Drives

THIS MASTER LICENSE AGREEMENT ("Agreement") is made this 23 day of January, 2012, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Owner") and AMERICAN NATIONAL RED CROSS ("Red Cross").

RECITALS

A. Owner owns many buildings throughout the United States of America and Canada which are used as meetinghouses ("Meetinghouses") for The Church of Jesus Christ of Latter-day Saints ("LDS Church"). Red Cross frequently uses portions of Owner's Meetinghouses in the United States, with Owner's permission, to conduct drives to collect blood donations (a "Blood Drive").

B. Owner and Red Cross desire to enter into this Master License Agreement to set forth terms and conditions which will apply whenever one of Owner's Meetinghouses in the U.S. is used by Red Cross to conduct a Blood Drive.

TERMS AND CONDITIONS

1. Master Terms and Conditions Applicable to Use of Meetinghouses. Whenever Red Cross conducts a Blood Drive in one of Owner's Meetinghouses in the U.S., the following will apply:

(a) Coordination with Local Leaders. Red Cross will coordinate with a local leader of the LDS Church (a stake president, district president, bishop or branch president) ("Local Leader") to agree upon the Meetinghouse to be used for the Blood Drive, the specific portions of the Meetinghouse to be used for the Blood Drive (the "Designated Area"), the date of the Blood Drive (the "Date of the Blood Drive"), and the times during which the Blood Drive will be conducted.

(b) License. Owner will be deemed to have granted to Red Cross a revocable, non-exclusive license to use the Designated Area on a temporary basis on the Date of the Blood Drive for the purpose of conducting blood collection activities under the direction of The American Red Cross.

(c) Term. Red Cross may use the Designated Area only on the Date of the Blood Drive. By the end of day on the Date of the Blood Drive, Red Cross will vacate the Designated Area and leave it in the same condition it was at the beginning of the day of the Date of the Blood Drive.

(d) Conduct. Red Cross agrees to be responsible for keeping the Designated Area in the same condition as at the commencement of the Blood Drive. Red Cross will promptly repair or pay for all damage to the Designated Area, Meetinghouse or the real property on which the Meetinghouse is located (the "Property") caused by any Red Cross employee or volunteer. Red Cross will not disrupt, adversely affect or interfere with other users of the Meetinghouse or Property. Red Cross will strictly follow all applicable State, local and Federal requirements and procedures for blood collection and for the cleanup and disposal of any medical or biological waste.

(e) Condition of Property. Owner makes no warranty or representation about the Property. Owner is under no obligation to prepare or repair the Designated Area. Red Cross accepts the Designated Area, Meetinghouse and Property and all aspects thereof in "AS IS", "WHERE IS" condition, with all faults, and without warranties of any kind, express or implied.

(f) Casualty or Condemnation. In the event of damage or casualty to all or a part of the Property or the Designated Area, the license to use the same will terminate with no compensation to Red Cross.

(g) Evidence of Insurance. Upon request, Red Cross will present to the Local Leader a Memorandum of Insurance showing that the insurance coverage described in section 2 of this Agreement is in effect as of the Date of the Blood Drive.

(h) Right of Local Leader to Revoke License. Upon reasonable prior notice, the Local Leader may revoke the license to use the Meetinghouse, in the Local Leader's sole and absolute discretion. If the license is revoked, Red Cross will vacate the Designated Area of that Meetinghouse in a neat and orderly manner.

(i) Owner's Standard Rules and Conditions. In its use of Owner's Meetinghouses and the Designated Area(s), Red Cross will abide by the following rules and conditions. The following standards apply at all times, both in the Facility and on surrounding Church property:

- i. No Blood Drives will be conducted on Sundays.
- ii. There will be no entry into or use of the chapel area of the Meetinghouse, baptismal font, or ecclesiastical office areas (bishop's office, stake president's office, and clerk's office) in connection with the Blood Drive.
- iii. While on the Property, Red Cross will require its employees, agents and guests to refrain from use of alcoholic beverages, marijuana, coffee or tea, illegal drugs, tobacco of any form, or gambling and to refrain from the use of profanity or vulgar language.
- iv. Weapons are not allowed, with the exception of those carried by law enforcement officers or other uniformed security personnel who have been retained by LDS or the Red Cross to provide security services.
- v. There are to be no pornographic or other indecent materials.
- vi. Fires are not to be built.
- vii. No cooking equipment or heaters will be brought into the Meetinghouse.
- viii. Pets, other than service animals, are not permitted in the Meetinghouse.

2. Insurance. Red Cross will maintain at least the following insurance coverages in effect whenever it conducts a Blood Drive: Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000); Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000); Workers Compensation coverage with statutory limits for the jurisdiction in which the Blood Drive takes place and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.

3. Indemnity. Red Cross shall defend, indemnify and hold harmless Owner, its employees, officers and affiliates, and the Local Leaders from and against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence or other wrongful acts or omissions of Red Cross during the use of the Meetinghouse or Property.

4. No Assignment. Red Cross shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement or any license to use any Meetinghouse. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

5. Signage and Publicity. Any mention of Owner or of the LDS Church in signage or other publicity generated by Red Cross to advertise a Blood Drive or for other purposes must be approved in advance by

Owner, but no prior approval is required to publicize the street address of a Property at which a Blood Drive is held.

6. Owner's Right to Revoke Agreement and Licenses. Upon reasonable prior written Notice, Owner may revoke this Agreement and all licenses represented by this Agreement at any time in Owner's sole and absolute discretion. Owner shall have all rights and remedies available to it under applicable law for a breach of this license.

7. No Real Property Rights; No Third-Party Rights. Nothing in this Agreement is intended to create or confer any real property rights or interests in Red Cross or any other person. The license granted herein is intended for the use of Red Cross, its employees, and blood donors in connection with Blood Drives only, and nothing in this Agreement shall be deemed to open any Property or Meetinghouse to the general public or to create a public forum in any Property or Meetinghouse.

8. No Fee. Owner agrees not to charge any fee for the license rights granted herein, and no fee shall be charged by any local LDS Church unit, in recognition of the service to the local community afforded by the Red Cross activities.

9. Legal Notice. Legal notices to the parties shall be sent to the following addresses:

Address for Red Cross: Office of the General Counsel, 430 17th Street, NW, Washington, DC 20006.

Address for Owner: Office of General Counsel, 50 East North Temple, 2WW, Salt Lake City, UT 84150.

Legal Notices shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address stated above, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

10. Controlling Agreement. This Agreement is intended to be controlling for all Blood Drives conducted by Red Cross in any of Owner's Meetinghouses in the U.S. Red Cross is hereby notified that Local Leaders or other local members of the LDS Church are not authorized to enter into agreements with terms which are contrary to or inconsistent with this Agreement.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

OWNER:

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

The American National Red Cross



Signature



Signature

Dean M. Davies
First Counselor, Presiding Bishopric

Print name and title

Harvey Johnson
Senior Vice-President, Disaster Cycle Services

Print name and title

October 26, 2018

Date

October 26, 2018

Date