

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made between U.S. India Friendship Council (hereinafter “Client”) and Joe Moore Strategies, LLC (“Consultant”).

CLIENT is a not-for-profit organization formed to promote friendship and understanding among the people of the United States and the people of India. The organization recently became aware of a resolution critical of the current Indian government that a member of the Chicago City Council attempted to pass at the City Council’s July 22, 2020, meeting. Consultant convinced the administration of Chicago Mayor Lori Lightfoot to delay City Council consideration of the resolution and instead refer it to the City Council Committee on Public Health and Human Relations. The Resolution contains numerous factual errors and misstatements. Similar resolutions have been introduced and enacted in other cities as part of an organized effort to convince the U.S. Congress to enact legislation censuring the Republic of India. If the City of Chicago, the nation’s third largest city, were to go on record urging the censure of the Republic of India, it would constitute a significant victory for those critical of the Indian government and greatly assist their efforts in the U.S. Congress.

CONSULTANT is a former 28-year member of the Chicago City Council. Moore offers a full range of strategic consulting services focusing on government relations, procurement, issue advocacy and coalition building. He will assist the Client in its efforts to defeat this resolution in the City Council.

SCOPE OF SERVICES

1. In coordination with Client, Consultant will craft a detailed strategic work plan and timeline that will include as its goal preventing further consideration of the resolution in the Chicago City Council, or barring that, securing its defeat.
2. Consultant will secure meetings with key decision makers in the City Council, including Health and Human Relations Committee Chairman Roderick Sawyer and other members of the Health and Human Relations Committee advising them of the gross factual misstatements in the resolution and the fact that passage of this resolution would constitute a grave insult to the people of India. If necessary, Consultant will also secure meetings with key decision makers in Mayor Lori Lightfoot’s Administration.
3. Consultant will follow up with those decision makers and others to provide any supplemental information requested and otherwise ensure that the resolution is not acted upon or is defeated.
4. In coordination with the Client, Consultant will devise and execute a public lobbying campaign involving leaders in Chicago’s Indian community and ordinary citizens and residents, urging the City Council members and the Mayor to oppose the
5. Consultant will engage in bi-weekly conference calls with Client to discuss the progress on securing defeat of the resolution.


TERMS OF ENGAGEMENT

This memorandum of understanding shall be effective on July 26, 2020, and shall continue until the resolution is defeated or no longer under active consideration by the Chicago City Council. Either party may terminate this engagement at any time, for no any reason or no reason, by providing the other a 60-day written notice. The Parties agree that the termination of this agreement will not release Client from its obligation to pay any sum which it may owe Consultant pursuant to this agreement or any agreement in connection with this agreement. Consultant shall complete the performance of the services upon receipt of payment for those services. The terms of this section shall survive the termination of this agreement.

COMPENSATION

Client shall compensate Consultant a monthly retainer fee of \$2,500 made payable on July 26, 2020, and subsequent monthly installments of \$2,500 payable on the first of each month beginning September 1, 2020. In the event Client does not make a payment within the time it is due under this agreement, Consultant shall be entitled to interest at the rate of 2% per month for all amounts past due. Consultant may cease all work under this agreement or immediately terminate this agreement if Client does not cure a breach for non-payment within twenty (20) days of a demand by Consultant that Client cure such breach.

EXPENSES

Client shall reimburse Consultant for all reasonable expenses incurred by Consultant while performing services in connection with this agreement ("Expenses"). Expenses shall include, but not be limited to, the following: a \$75.00 lobbying registration fee required by the City of Chicago, ~~air travel, lodging, parking, tolls, and mileage at the IRS standard mileage reimbursement rate for automobile travel more than forty (40) miles from Consultant's home.~~  Client shall reimburse within thirty (30) days following the receipt of a request for reimbursement submitted by Consultant.

COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with all lobbying-related statutes, ordinances and rules of the State of Illinois and, if applicable, any local governments. This proposed engagement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Illinois, and both parties further consent to jurisdiction by the state and federal courts sitting in the county of Cook in the State of Illinois.

CONFIDENTIALITY

Consultant shall maintain in strict confidence all confidential information disclosed by or concerning Client and the work Consultant performs during the term of this agreement. Client acknowledges that Consultant's written and oral reports, opinions and advice prepared and given in connection with this agreement are intended solely for Client's internal use and may not be used for any other purposed or reproduced, disseminated, quoted or referred to in any manner by Client without prior written consent. Notwithstanding the foregoing, the term "confidential information" does not include information which (a) is or becomes available to the public through no breach of this agreement; (b) was previously known by any party without any obligation to hold it in confidence; (c) is maintained pursuant to specific procedures that identify the confidential information as the protected proprietary information of such party; or (d) is rightfully obtained from a person or entity not a party to this agreement without any obligation of proprietary protection. Consultant may utilize publicly distributed designs, documentation and information prepared as a result of the performance of work or the rendition of services under this agreement to market its services

by, among other things, including copies on Consultant's website, marketing materials and other publicly available sources.

COMPLETE UNDERSTANDING; MODIFICATION

If signed by both parties, this proposed agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to the subject matters hereof. Any waiver, modification or amendment of any provision of this agreement will be effective only if in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date below:

U.S. India Friendship Council

Joe Moore Strategies, LLC

Amitabh VW Mittal
Signature

Joseph A Moore
Signature

Amitabh VW Mittal
Print Name

Joseph A Moore
Print Name

Secretary
Title

President
Title

July 30, 2020
Date

7/30/2020
Date