

**FEDERAL DEPOSIT INSURANCE CORPORATION
AND
OPERATION HOPE, INC.
COLLABORATION ARRANGEMENT**

This Collaboration Arrangement (CA) outlines the understanding between the Federal Deposit Insurance Corporation (FDIC) and Operation HOPE, Inc., a 501(c)(3) non-profit corporation, (each individually, a Party, and collectively, Parties) to collaborate on certain initiatives.

Purpose and Basis for Arrangement

Recognizing the importance of financial education, particularly for persons with little or no banking experience, the Federal Deposit Insurance Corporation (“FDIC”) created the Money Smart financial education curriculum. The FDIC promotes the Money Smart curriculum through collaborations with financial institutions and community-based partners. FDIC recognizes organizations that significantly contribute to the delivery of the Money Smart curriculum through the Money Smart Alliance Program. Operation HOPE has been using the Money Smart curriculum since April of 2001.

The FDIC is committed to the fair inclusion of Minority- and Women-Owned Businesses (MWOBs) to compete and participate in the FDIC's contracting activities, asset purchasing and investing opportunities. FDIC collaborates with organizations to expand its outreach initiatives to educate and bring awareness of agency procurement activity.

This CA establishes a collaboration between the Federal Deposit Insurance Corporation (FDIC) and Operation HOPE. The purpose of this CA is to promote financial education using the Money Smart curriculum, educate Minority and/or Women-Owned Businesses on how to do business with the FDIC, and promote economic inclusion and increase consumer access to affordable credit.

FDIC agrees to:

- For so long as Operation HOPE continues to qualify as a member of the Money Smart Alliance, FDIC will recognize Operation HOPE as a member of the FDIC Money Smart Alliance on the FDIC’s Money Smart website.
- Make Money Smart curriculum available to potential instructors upon demand via [FDIC.gov/moneysmart](https://www.fdic.gov/moneysmart). (<https://www.fdic.gov/resources/consumers/money-smart/index.html>)
- Provide technical assistance on how to implement and integrate Money Smart to promote access to appropriate basic banking services. The FDIC will provide technical assistance in response to requests submitted through the FDIC relationship manager.
- Provide training for the organization’s staff/stakeholders who will teach the Money Smart curriculum (conduct “Train-the-Trainer” sessions). Depending on FDIC staff resources and other factors, Train-the-Trainer sessions may be conducted in person or online via webinars.

- As the FDIC determines appropriate, collaborate with Operation HOPE's one million Black-owned business initiatives (1MBB Coalition).
- Identify types of outreach initiatives to educate minority and/or women owned businesses on how to do business with the FDIC as well as provide technical assistance.
- As the FDIC determines appropriate, inform Operation HOPE of third party events, training opportunities, programs, etc. that would benefit the collaboration.
- As the FDIC determines appropriate, periodically inform Operation HOPE of relevant FDIC events and activities, panels, webinars, and other events on topics such as, but not limited to, access to credit, affordable mortgages, and disaster preparedness and recovery, and review offers of participation by Operation HOPE personnel. If such offer of participation are accepted, Operation HOPE's participation will be at no cost to the FDIC.

Operation HOPE agrees to:

- Provide opportunities for FDIC participation during its annual conference and other appropriate events to provide training, speaking, and information sharing opportunities.
- Provide opportunities for the FDIC to publish articles in appropriate member publications on matters relating to financial education and economic inclusion.
- Publish relevant updates in its publications/other communications on FDIC's Money Smart and Minority and/or Women-Owned Business initiatives.
- Provide a link from the Operation HOPE website to the appropriate web page on the FDIC's public website (www.fdic.gov) highlighting the FDIC's Money Smart Program and Minority and/or Women Owned Business Program.
- Deliver the Money Smart curriculum where appropriate to people through workshops, webinars, or other means.
- Provide the Money Smart curriculum to potential instructors.
- Help evaluate the effectiveness of Money Smart efforts, by providing feedback to the FDIC on what worked well and what can be improved.
- Provide periodic feedback to the FDIC on the scope and impact of its Money Smart-related efforts.
- Encourage participating Operation HOPE members to provide to the FDIC contact(s) for this CA a digital or audio recording copy of the meetings/conferences, and attendance rosters.

General Provisions

- This CA may be amended/modified only if both parties agree to the change in writing. This CA is not intended to conflict with any other agreements between the Parties. To the extent this Agreement conflicts with another agreement between the Parties, the other agreement controls.
- This Agreement is effective once signed by authorized officials of each party. The Agreement will remain in effect until terminated by mutual agreement or upon 30 days advance written notice by any party.

- The FDIC does not endorse or recommend any product, services, or positions of Operation HOPE. Operation HOPE and its partners and affiliates must ensure that its publicity, advertisements, and other communications are not used in a manner that may imply or suggest an endorsement by the FDIC. Operation HOPE and its partners and affiliates may not use the FDIC name or logo to imply an FDIC endorsement of its products, services, or positions without FDIC approval. Any marketing materials developed under this agreement that references FDIC shall be submitted to FDIC for prior review and approval. Operation HOPE and its partners and affiliates agree not to take any other action that reasonably could be construed as a prohibited endorsement by the FDIC. The FDIC may cancel an organization's membership in the Money Smart Alliance if the organization does not follow these rules.
- The Parties must avoid conflicts of interest or the appearance of conflicts of interest. Each Party will notify the other immediately if it becomes aware of a conflict of interest related to activities undertaken in accordance with this agreement.
- This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities. This Agreement documents the signatories' intention to cooperate to promote financial literacy according to the understandings set forth in this Agreement.
- This Agreement shall be governed by federal law, and any provision of this Agreement that conflicts with federal law will be null and void.
- The parties agree that there not be any payments made for participation in the activities contemplated by this Agreement and that each party bears its own costs, including costs of its personnel.
- The signatories represent that they are authorized to sign this agreement on behalf of their organization.
- Operation HOPE may produce press releases regarding their partnership with the FDIC subject to FDIC's prior review and approval.
- Publicity for the CA generated by Operation HOPE can reference Operation HOPE, and FDIC, and their collaborative roles, when appropriate and subject to FDIC's prior review and approval.
- Operation HOPE and FDIC staff may participate from time to time in print and broadcast interviews. During these interviews, the participating party can reference their collaboration with the other parties when appropriate and subject to FDIC's prior review and approval.
- Each party shall cooperate with any investigation the FDIC Inspector General may initiate as a result of this agreement.

Evaluation Efforts

The FDIC is committed to making efforts to improve this arrangement. In order to determine the effectiveness, the FDIC plans to continually evaluate the initiative. There

will be periodic check-ins between FDIC and Operation HOPE to discuss the effectiveness of the arrangement.

Limitations

This CA is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

Liability

The FDIC shall not be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under the Federal Tort Claims Act [28 U.S.C. 1346(b)], or pursuant to other Federal statutory authority.

The parties agree that there not be any payments made for participation in the activities contemplated by this Agreement and that each party bears its own costs, including costs of its personnel. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all available defenses under federal and state law. Neither party agrees to insure, defend or indemnify the other party.

This CA does not confer rights on any third party.

Points of Contact for communications under this agreement:

FDIC Money Smart: Ken Worthey, Senior Community Affairs Specialist, (202) 898-7365, kworthey@fdic.gov or Emerson Hall, Associate Director, (202) 898-3675, emhall@fdic.gov

FDIC IMBB Coalition: Velda Fludd, Minority/Women Outreach Program Specialist, (703) 562-6071, vfludd@fdic.gov or Kay Simon, Program Analyst, (703) 562-2698, kasimon@fdic.gov

Operation HOPE: Nicole Pietro, Chief Development Officer, (770) 815-6781, Nicole.Pietro@operationhope.org or Jena Roscoe, Chief, Government Relations, Public Policy, (202) 812-8835, jena.roscoe@operationhope.org

Operation HOPE, Inc.


By: Brian Betts
President and Chief Financial Officer

1/15/22
Date

FDIC

By: Emerson Hall
Associate Director
Division of Depositor and Consumer Protection

Date

By: Nikita Pearson
Deputy to the Chairman for External Affairs and
Director, Office of Minority and Women Inclusion

Date