

**MEMORANDUM OF UNDERSTANDING BETWEEN
CONNECTICUT BAR FOUNDATION AND
COMMUNITY PARTNERS IN ACTION INC.**

Connecticut Bar Foundation (CBF) and Community Partners in Action, Inc. (CPA), collectively the “Parties” hereby agree:

WHEREAS, the Parties are aware of the important role of the Connecticut Innocence Project in assisting innocent men and women in obtaining their freedom after wrongful conviction (“Exonerees”); and

WHEREAS, the Parties are aware that the existing means of assisting newly released Exonerees are limited and slow, and the Parties desire to create a fund for the purpose of assisting Exonerees in reentry into freedom (the “Fund”); and

WHEREAS, the Parties believe that the best means of assisting Exonerees is through monetary advances to be repaid out of compensation they later receive on account of their wrongful prosecution, conviction and/or imprisonment; and

WHEREAS, other persons have expressed a desire to raise funds through tax deductible contributions, which funds would be used to create the Fund; and

WHEREAS, the Fund fits within the mission of both the CBF and CPA, and the responsibilities each of the Parties undertakes through this Memorandum of Understanding (“MOU”) are consistent with their 501(c)(3) status; and

WHEREAS, the Parties wish to set out the responsibilities each of them will assume with respect to the Fund, and to establish the procedures by which they will operate and administer the Fund.

THEREFORE, the Parties agree as follows:

1. The Fund will be created and managed for the benefit of persons (1) who have been convicted by the State of Connecticut of one or more crimes, of which the person was innocent, and has been sentenced to a term of imprisonment for such crime or crimes and has served all or part of such sentence; and (2) such person’s conviction was vacated or reversed and the complaint or information dismissed on grounds of

- innocence, or the complaint or information dismissed on a ground consistent with innocence.
2. The Fund shall be applied toward the needs of Exonerees, including but not limited to: day-to-day living expenses, support, health, education, subject to constraints of the funds available and the anticipated requirements of the Fund to assist other Exonerees.
 3. The Fund shall be held in a separate account maintained at CBF and invested according to an investment objective chosen by the CBF, or its appropriate committee, in its absolute and sole discretion. The CBF and its directors, employees and agents shall have no liability for the investment performance of the Fund.
 4. CBF shall retain the monies until such time as they are directed by CPA to be disbursed for the benefit of an Exoneree.
 5. An Advisory Committee shall be appointed jointly by CPA and the CBF. The Advisory Committee will make all decisions regarding advances from the Fund to Exonerees. The members of the Advisory Committee shall be volunteers working under the auspices of CPA and shall be afforded insurance coverage in that capacity by CPA. CPA and its directors, employees and agents shall have no liability for the decisions of the Advisory Committee regarding the Fund.
 6. The Advisory Committee shall make all determinations as to eligibility of a person as an "Exoneree" eligible for assistance from the Fund, pursuant to the criteria in section 1 above.
 7. The Advisory Committee shall make all decisions, in its absolute and sole discretion, as to the amounts and means by which funds are advanced for the benefit of Exonerees from the Fund. The Advisory Committee may consider such factors as the earning capacity of the Exoneree, the Exoneree's other means and networks of support, the Exoneree's assistance to the Fund and other Exonerees, the Exoneree's efforts to improve his or her own earning capacity, the Exoneree's efforts and success in reintegrating in society, and any such other factors as the Advisory Committee may deem appropriate.
 8. All advances of monies from the Fund to Exonerees shall be in the form of loans to be repaid to CBF by the Exoneree. The loans shall be interest-free unless the Advisory Committee in its absolute and sole discretion determines otherwise. The documentation to be executed by an Exoneree to receive monetary advances from this Fund shall provide that the Exoneree shall repay the monies advanced from any award or compensation the Exoneree receives related to his or her wrongful arrest, incarceration, or injuries related thereto. The

- documentation shall include an assignment of such future proceeds that shall be enforceable, to the extent possible, against the payor of any such amounts, as well as constituting an attorney's lien on any recovery by counsel. Such assignment shall be drafted so as to make the Fund a secured creditor in the event of an Exoneree's bankruptcy.
9. CPA will take such steps as it, in its absolute and sole discretion, determines is appropriate to collect funds advanced to Exonerees. CPA may utilize counsel or other agents to accomplish those steps, and may pay reasonable compensation to such counsel or other agents. Neither CBF nor CPA shall have any liability in connection with the collection of funds advanced to Exonerees.
 10. CPA and CBF shall establish documentation and procedures to convey requisitions for monies to be advanced by CPA, as well as documentation and procedures for the return of such monies to CBF to be deposited in the Fund's account as such monies are repaid by Exonerees.
 11. When requested by CPA, CBF shall advance monies in the form of check or electronic transfer, and CPA shall apply the monies as determined by the Advisory Committee.
 12. CPA may offer services to Exonerees consistent with CPA's other programs, but has no obligation to do so. CPA shall issue periodic statements, including the aggregate amount of the loan, to Exonerees.
 13. The CBF and CPA may charge to the Fund those reasonable and necessary expenses incurred in carrying out their duties hereunder. Such expenses may include staff time necessary to administer this program and insurance purchased to protect the CBF, the CPA, and the Advisory Committee.
 14. The CBF shall be responsible for:
 - a. Tax reporting (including notification to donors of the tax exempt status of their contributions);
 - b. Custody and investment of the Fund; and
 - c. Record keeping regarding amounts advanced to CPA for Exonerees.
 15. CBF shall have no responsibility for fundraising or selection of Exonerees.
 16. CPA shall be responsible for:
 - d. Record keeping regarding advances to Exonerees;
 - e. Delivery of funds as directed by the Advisory Committee; and
 - f. Delivery of periodic statements to Exonerees.

17. CPA shall have no responsibility for fundraising or investment of funds.
18. CBF agrees that CPA shall have no liability to CBF or to any other person with respect to the Fund or the matters contemplated by this MOU. CPA agrees that CBF shall have no liability to CPA or to any other person with respect to the Fund or the matters contemplated by this MOU. The responsibilities and actions to be undertaken in connection with the Fund and the MOU shall be taken by the Parties exclusively for their own purposes and in furtherance of their missions. Under no circumstance are any duties, on the part of either CBF or CPA, created or assumed to any other person by virtue of the MOU or the matters contemplated herein, and there are no third party beneficiaries as to any of the matters contemplated herein.
19. This MOU may only be modified in a writing signed by the Parties upon mutual agreement.
20. The parties understand that each will review the arrangement under this MOU and the operation of the Fund after three years of operation, so as to ascertain whether its continuation is in the best interests of the parties and continues to serve the needs for which it was established.
21. This MOU may be terminated by either Party without cause on 30 days notice to the other Party. In the event of a termination, each of the Parties will be responsible for carrying out any remaining duties with respect to advances outstanding to Exonerees. If this MOU is terminated, at such time thereafter as CBF concludes that it is appropriate, CBF may dispose of the funds available from the Fund in such manner as the CBF determines is appropriate and reasonably approximates the goals of the Fund.

Community Partners in Action, Inc. Connecticut Bar Foundation

Dated: _____ 2012

Dated: _____ 2012

By: _____
Maureen Price-Boreland
Executive Director

By: _____
Sandra Klebanoff
Executive Director