

Memorandum of Understanding

between

The American National Red Cross

and

The Legal Services Corporation



American Red Cross

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the non-binding understanding between the American National Red Cross (the “Red Cross”) and the Legal Services Corporation (“LSC”) to collaborate in assisting impacted communities during disaster events in the United States.

This MOU provides a framework for cooperation between the two organizations in rendering assistance and service to victims of disaster as well as other services.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

The American Red Cross is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. 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.

LSC was established by and operates under the authority of the Legal Services Corporation Act, as amended, 42 U.S.C. 2996 et seq. LSC does not provide any direct legal services but, rather, administers Federally-funded grants to independent, local legal programs – in 2008, 137 programs with more than 900 offices nationwide. These local and state legal aid programs which receive LSC grants are referred to as LSC grant recipients in this MOU. *See Attachment A: Legal Services Corporation Fact Sheet.*

IV. Methods of Cooperation

In order to establish a partnership between the LSC and the Red Cross to provide assistance to communities impacted by disaster events in the United States, the following roles and responsibilities are agreed upon:

- 1. Communication between organizations:** Close liaison will be maintained between the Red Cross and the LSC by conferences, meetings, telephone, facsimile, electronic messaging and other means. Each organization will share current data regarding disasters (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), disaster declarations, and changes in relevant laws and regulations. *See Attachment B: Organization Contact Information.*

2. **Pre-disaster planning and disaster response activities at the local level:**

- a. LSC will encourage its grant recipients to engage in discussions with local Red Cross chapters to develop plans for local relief operations.
 - To locate a chapter, LSC grant recipients can go to www.redcross.org - “Find the Red Cross nearest you”.
- b. Red Cross will encourage its chapters to engage in discussions with LSC grant recipients in their jurisdiction to develop a plan for local relief operations.
 - To locate a grant recipient by state, Red Cross chapters can go to <http://www.lsc.gov/map/index.php>.
- c. Advocates employed by LSC grant recipients will have access to the Red Cross Service Delivery sites to conduct legal counseling.
- d. Suggestions for collaboration: Depending on the needs of the local community during a disaster response, LSC grant recipients and the local Red Cross chapters may discuss the following methods of collaboration:
 - How and when LSC grant recipients will be activated for a disaster response.
 - How LSC grant recipients can provide legal counseling:
 - on-site counseling, at Red Cross Service Delivery sites.
 - staffing a hot-line
 - outreach services
 - The type of legal counseling LSC grant recipients can provide
 - Information about legal rights
 - Legal guidance to help with the recovery process
 - Referrals as necessary
 - Participation in other activities, such as:
 - training, drills, exercises and/or planning activities
 - community preparedness activities
 - participation on local disaster committees and/or boards.

3. **Possible Additional Services:** The Red Cross and LSC will actively seek to determine other areas or services within their respective organizations where cooperation and support will be beneficial to victims of disasters and where appropriate to amend this MOU accordingly to include those additional areas or services.

V. **Periodic Review and Analysis**

Representatives of the Red Cross and LSC will jointly evaluate their progress in implementing this MOU on or around the six-month anniversary date of this MOU and then on an annual basis, and **revise and develop new plans or goals as appropriate.**

VI. Term and Termination

This MOU is effective as of the date of the last signature below and expires on September 9, 2010, two years from the signature date. The parties may extend this MOU for additional periods not exceeding two years each time, and if so shall confirm this in a signed writing. It may be terminated at any time upon written notice from either party to the other.

VII. Amendments

The MOU shall only be amended as agreed to in writing by the parties and properly executed by the appropriate representative of each party.

VIII. Miscellaneous

1. The Red Cross and LSC will use or display the name, emblem, or trademarks of the other organization only in the case of defined projects and only with the prior, express, written consent of the other organization.
2. The Red Cross and LSC will keep the public informed of their cooperative efforts.
3. The Red Cross and LSC will widely distribute this MOU within the respective departments, chapters, grant recipients and administrative offices of each organization and urge full cooperation.
4. The Red Cross and LSC will allocate responsibility for any shared expenses in writing in advance of any commitment.
5. LSC agrees to adhere to *Attachment C: the Code of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Relief* - as it applies to disaster-caused situations in the USA, provided that LSC and the Red Cross understand that nothing in this MOU, including Attachment C, shall interfere with an LSC grant recipient's ability to comply with any requirements or restrictions to which the grant recipient may be subject.
6. This MOU does not create a legal partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole ramification for non-performance under this MOU shall be termination of the MOU, with no damages or penalty. This MOU does not confer any private right of action on any third party, nor does it create any legal relationship between the Red Cross and any LSC grant recipient.

IX. Signatures

American Red Cross

Legal Services Corporation

By: Kevin M. Brown
Signature

By: Helaine M. Barnett
Signature

Name: Kevin Brown
Print Name

Name: Helaine M. Barnett
Print Name

Title: Chief Operating Officer
Print Title

Title: President
Print Title

Date: September 9, 2008

Date: September 9, 2008

ATTACHMENT A: Legal Services Corporation Fact Sheet

What is the Legal Services Corporation?

The Congress of the United States entrusts the Legal Services Corporation with a dual mission: to promote equal access to justice and to provide high-quality civil legal assistance to low-income Americans.

Congress created LSC in 1974. Each year, as part of the budget process, Congress appropriates money for LSC. A bipartisan, 11-member Board of Directors -- appointed by the President of the United States with the advice and consent of the Senate -- oversees all aspects of LSC operations.

The main source of funding for civil legal aid, LSC gives grants to independent, local programs -- in 2008, 137 programs with more than 920 offices nationwide. Grants are awarded through a competitive process. Generally, the size of the grant is based on the number of people living in poverty in a given state or service area.

Who is helped by LSC-funded programs?

Three out of four clients are women--for the most part, mothers with children. Many are elderly or disabled. Some are veterans. All of them turn to LSC-funded programs for help -- to secure basic human needs such as safe and habitable housing, protection from domestic violence, child support, or essential health care.

LSC-funded programs make meaningful differences in individual lives. They also benefit society as a whole. Resolving an issue with a landlord, for example, can enable a family to keep its home and stay together instead of breaking up and becoming homeless.

What kind of help is available?

In a typical year, the largest category of cases completed by LSC-funded programs revolves around family matters -- for example, domestic violence and child custody. The next largest category is housing -- for example, helping people become homeowners and preventing foreclosures. Most of the remaining cases revolve around income, consumer, and health issues.

The types of assistance resulting from disaster-related issues could include resolution of landlord/tenant issues such as challenges to rent-gouging by unscrupulous landlords and disputes about rental housing repairs, legal issues related to temporary housing in mobile homes and hotels, home repair and contractor disputes, consumer fraud issues that run the gamut from individual small appliances to major insurance problems, health problems arising from the clean-up of homes and other environmental challenges, and increased family law issues, including child abuse and domestic violence from disaster-related distress.

How many are helped?

Each year, LSC-funded programs complete nearly one million cases -- for the most part, rapidly and out of court. Often, the problem is solved with legal advice, a referral, a letter, or a telephone call. More than 50 million Americans are eligible to receive civil legal aid from LSC-funded programs, including 13 million children -- one in five. Most are at or below 125 percent of the federal poverty level threshold, an income of approximately \$25,000 a year for a family of four.

On average, LSC provides about half the budget of the programs it funds. LSC encourages programs to leverage limited resources by partnering and collaborating with other supporters of civil legal aid, including state and local government, the private bar, philanthropic foundations, and the business community.

ATTACHMENT B: 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.

American Red Cross		Legal Services Corporation	
Contact	Juliet K. Choi	Contact	John Eidleman
Title	Senior Director, Partner Services	Title	Senior Program Counsel, Office of Program Performance
Office phone	202-303-8529	Office phone	202-295-1640
Mobile	202-340-5409	Mobile	202-247-7921
e-mail	ChoiJK@usa.redcross.org	e-mail	eidlemaj@lsc.gov

Organization Information

American Red Cross		Legal Services Corporation	
Department	Partner Services	Department	Office of the President Helaine Barnett, President
Address	2025 E Street, NW Washington, DC 20006	Address	3333 K Street, NW Washington, DC 20007-3522
e-mail	NGOPartners@usa.redcross.org	e-mail	hbarnett@lsc.gov
Website	http://www.redcross.org/	Website	http://www.lsc.gov/

ATTACHMENT C

Code of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Relief

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/publicat/conduct/>

The Code Register

The International Federation is keeping a public record of all those NGOs who register their commitment to the Code. The full text of the Code including a [registration form](#) is published by the International Federation and is available upon request. (Telephone +41 22 7304222, Fax +41 22 7330395).

Non-governmental Organizations who would like to register their support for this Code and their willingness to incorporate its principles into their work should fill in and return the [registration form](#).