



Memorandum of Understanding

Introducing Youth to American Infrastructure, Inc. (“iyai”)
Sustainable Mobility Career Awareness/Innovation Challenge Program (2025)

This Memorandum of Understanding (“MOU”) is executed by and between Introducing Youth to American Infrastructure, Inc. (“iyai”), a non-profit organization with a principal place of business at 7065 Crown Pointe Drive, Mobile Alabama (“Organization”) and

(Name of Local Organizer)

WHEREAS, Organization, a national non-profit organization dedicated to strengthening quality of life, opportunity, and inclusion for all communities by educating youth regarding national infrastructure career opportunities and involving young people in active community engagement, problem-solving, and community service – with particular emphasis on historically under-represented groups; and

WHEREAS _____ (name of Local Organizer) desires to participate in the Organization’s “Sustainable Mobility Career Awareness/Innovation Challenge Program” 2025 for participants ages 18-25 years to provide opportunities for local youth to learn more about career opportunities; and provide meaningful Program participation opportunities; and

WHEREAS the MOU serves as a means to clarify the terms as parties’ obligations under the collaboration.



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NOW, THEREFORE, the Parties agree to the following:

- 1. Term.** The Term of this MOU shall begin on January 27, 2025, and will terminate on December 31, 2025, unless sooner terminated as provided herein.
- 2. Program.** The “Sustainable Mobility Career Awareness/Innovation Challenge” 2025, as outlined in the 2025 Program Overview (Exhibit).
- 3. Material Consent.** The Local Organizer grants permission for the use of the Local Organizer’s name and logo; public work products, photographs, videotapes, websites, television, and media that are created by the Organizer regarding the Program and provided to Introducing Youth to American Infrastructure, Inc. (“iyai”) for sharing educational purposes with the public, improving educational instruction, celebrating youth/program participant achievement; and for other purposes to help achieve the organization’s mission to promote greater career awareness, interest, diversity and inclusion across the nation’s critical infrastructure sectors.
- 4. Promotion and Marketing.** Organization will provide Program marketing materials created by the Organization specifically tailored to the Local Organizer for review and approval at least 72 hours (3 business days) prior to publication. And will not publish any such materials without prior approval (written and/or electronically transmitted).
- 5. Relationship of the Parties.** Neither party shall hold the other party out as a legal agent, partner, employee, or joint venture of the other. The MOU is not intended to and does not create an agency, partnership, or joint venture or any other type of relationship except the cooperative relationship created herein. Neither party shall have the right to contract for or bind the other in any manner. All expenses incurred by the parties will be the sole responsibility of the incurring party.



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6. Nondiscrimination. The parties shall comply with all applicable State and Federal nondiscrimination and employment laws, rules, and regulations as it relates to their participation in this Program.

7. Governing Law and Forum Selection. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Liability. The Organization excludes liability for actions, events, and expenses Local Organizers may incur that are not within iyai's sole control, including claims of third parties; or other losses of any kind or character, arising out of or in connection with the Program or this MOU.

9. Legal Authority. Each party represents that it has the authority to enter into this MOU and that the person executing this MOU has the authority to execute this MOU.

10. Termination. Either party may terminate this MOU at its sole discretion and at no cost to either party upon thirty (30) days written notice. In such case, both parties shall cooperatively work to avoid/minimize disruption to participating youth.

11. Notices. Notices hereunder must be in writing and are effective upon receipt of an e-mail or certified mail to the name and mailing address list stated below.



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Executed By: Dr. Beverly A. Scott, CEO
(Date) _____

Attn: _____
(Contact Person/Local Organizer)

E-Mail Address: _____

Mailing Address: _____

Executed By: Name/Title:
(Date) _____