



Society of American Military Engineers  
1420 King Street  
Alexandria, VA 22314  
Attn: Kathy Off

Re: Veteran Service Organization Letter of Interest and Participation Agreement

Dear Kathy,

Thank you for your interest in collaborating with Combined Arms. Combined Arms fosters and perpetuates a long-standing culture of collaboration among service organizations providing resources to veterans, their families, and our allies nationwide. Our focus is to improve the quality of veteran services and ensure that no veteran or military family member falls through the cracks when seeking support services in their community.

Combined Arms is creating the first interconnected state for veterans and military families in Texas by powering the Texas Veterans Network and engaging partners, veterans, and their families through our Regional Managers. Our technology and collaborative methodology are expanding to other states across the nation through various state partnerships and we ensure that veterans and families are connected to support wherever they live or relocate.

The Combined Arms Institute supports all our member organizations and expansion communities which is elevating the military/veteran-serving ecosystem through our collaboration committees, professional development, and research. Together we impact social change by delivering innovative, secure, and scalable technology solutions to underserved communities and organizations while collectively committing to connect with the individuals we serve through a no wrong door approach.

We ask our organizations to:

1. Agree with the mindset that no veteran or military family member falls through the cracks.
2. Connect with veterans & military families requesting services within 72 hours.
3. Attempt to connect at least three (3) times by phone/email.
4. Commit to fiscal and governance transparency.
5. Participate in collaboration committees and invest in professional development.
6. Ask, "What else do(es) you/your spouse/partner/child need?" and refer individuals through QuickConnect back to Combined Arms in order to provide holistic family support. QuickConnect is the interagency referral feature in the Combined Arms technology platform by which one agency refers a client to another agency for services.
7. Promptly report staff turnover to ensure continuity with the "**No Wrong Door Policy**".

The attached memorandum of understanding formalizes your organization's relationship with Combined Arms and gives Combined Arms the opportunity to better serve the needs of service members, veterans, family members and allies by allowing us to include your organization's logo and mission on our website and marketing materials.

**Please complete and sign the attached memorandum of understanding then return the completed below forms to 2929 McKinney St., Houston, Texas 77003, or return a .pdf copy to members@combinedarms.us.**



### Memorandum of Understanding

This Memorandum of Understanding (this “MOU”) is made and entered into on this 30th day of May, 2023 (the “Effective Date”) between Combined Arms, Inc., a Texas nonprofit corporation (“CAX”), and Society of American Military Engineers, a (“Participating Organization”). In this MOU, CAX and Participating Organization are each referred to individually as a “Party” and collectively as the “Parties.”

#### 1. Participating Organization.

- (a) Participating Organization hereby grants to CAX a revocable, non-exclusive, and non-assignable license to display Participating Organization’s logo, name, publicly available contact information, promotional materials, advertisements, social media platforms, media spots, and organizational description on CAX’s websites (including www.combinedarms.us and any successor or additional web domains established by CAX) as well as on CAX marketing materials.
- (b) Participating Organization shall provide CAX with Participating Organization’s preferred logo in vector art file format, and/or highest resolution available image file format to display on the CAX website. Participating organizations will also provide any brand guidelines regarding logo if available. At the sole discretion of Participating Organization, Participating Organization may provide photos or other marketing materials to CAX that shall be available for display on CAX’s website with Participating Organization’s permission; provided, however, that CAX shall not be required to display any specific marketing materials and shall have the discretion as to which of Participating Organization’s authorized materials are displayed on its website.
- (c) Participating Organization shall designate one individual representative of Participating Organization to serve as Participating Organization’s point of contact for CAX communications **for Tier 1** in Section 1(d) below. For the avoidance of doubt, Participating Organization may designate a different individual for each level of access but shall always designate at least one individual to serve as its point of contact with respect thereto. Each such point of contact shall, with respect to the applicable Tier, be responsible for:
  - (i) providing CAX with an updated Participating Organization description, mission statement, logo, staff point of contact, and other information that CAX shall place on their website; and
  - (ii) working with CAX staff members on various cross-projects, resource referrals, shared events, and other programs.
  - (iii) Using “QuickConnect” to refer a client to another member organization of Combined Arms, in compliance with the “No Wrong Door Policy” stated in Section 1.f(ii).

LEVELS OF ACCESS							
	Forums/ Dashboards	Quick Connect	Event System	Collaborati on Committee Delegate	72-Hour Standard	2-Way Referrals	Resources in Referral Technology Platform
<b>Tier 1</b>	X	X	X	X	X	X	X
<b>Tier 2</b>	X	X	X	X	X	X	X
<b>Tier 3</b>	X	X	X	X	X	X	X



(d) Participating Organization is (select all that apply):

- **National Organization (“TIER 1”)**

An institution or nonprofit organization with a national presence capable of managing high volume client referrals and sending high volume client referrals back to the Combined Arms system for additional needs of clients. They meet a 72-hour response standard, have a delegate in collaboration committees, and provide high bandwidth of resources for the collaborative system. Programming is based on well-established best practices.

- **State Organization (“TIER 2”)**

A State institution or nonprofit organization that offers programs and services in an entire state, capable of easily responding to the client demand statewide and from large metropolitan areas. They do not have national chapters. Their focus is on the state and in metropolitan areas through local chapters, regional districts, or local areas of operation. They meet a 72-hour response standard, have a delegate in collaboration committees, and provide significant bandwidth of resources to the collaborative.

- **Regional or Local Organization (“TIER 3”)**

A regional or local institution or nonprofit organization capable of easily responding to the client demand of a metropolitan area. They have specific regions, counties, zip codes or have defined boundaries for the clients they serve. They do not have a national presence. Their focus is on a region or metropolitan area through a local chapter, regional district, or local area of operation. They meet a 72-hour response standard, have a delegate in collaboration committees, and provide significant bandwidth of resources to the collaborative.

(e) Each of the above constitutes a two-way referral pipeline between CAX and Participating Organization

(f) The following responsibilities will apply to the respective Tiers of CAX involvement outlined above. Participating Organization understands that Participating Organization can request to move Tiers to better suit the Participating Organization’s mission. Participating Organization will have the following responsibilities with respect to each Tier selected in Section 1(d):

(iv) Access Levels 1, 2 & 3:

- Participating Organization shall accept referrals from CAX. Every attempt should be made to serve that client or refer that individual to the most appropriate resource.
- Participating Organization commits to utilizing the QuickConnect Application to refer veterans within the CAX collaborative when the Participating Organization cannot deliver a service. Without limiting the generality of the foregoing, Participating Organization’s use of QuickConnect is subject to the following terms and conditions:
  - Participating Organizations will use QuickConnect to fulfill the “No Wrong Door Policy” obligation of collaboration.
  - The “**No Wrong Door Policy**” is the practice of Participating Organizations referring clients to other Participating Organizations



upon learning that the client has a need outside of the scope of the Participating Organization's services. This policy is directly proportional to the effectiveness of collaboration and depends on all CAX members to ensure that no client goes unserved.

- Participating Organizations shall have the option to become a tenant at the CAX Center and shall conduct itself in good faith as a tenant or guest (if applicable).
- Participating Organizations shall abide by the [accountability procedures](#) for connecting clients to resources, including responding to requests within 72 hours.
- Participating Organization shall have access to the CAX forums and dashboards and shall use them in a commercially reasonable manner.
- Participating Organizations are encouraged and invited to participate in Collaboration Committees contributing volunteer leadership, subject matter expertise and professional development for the community where appropriate for their resources and mission.
- Participating Organizations shall inform CAX of significant changes to resources included in the technology platform, programs, client service qualification, leadership changes, and other significant changes as to keep resources up to date.
- Participating Organization commits to providing timely inputs and outcomes within the Combined Arms technology system.

## 2. Combined Arms (CAX).

- (a) CAX grants Participating Organizations a revocable, non-exclusive and non-assignable license to display Participating Organization's logo, name, publicly available contact information, promotional materials, advertisements, social media platforms, media spots, and organizational description on Participating Organization's website (including the current domain and any successor or additional web domains established by Participating Organization).
- (b) CAX shall provide adequate training tools and schedule training dates monthly with respect to Participating Organization's access to CAX's technology platform.
- (c) CAX shall create and maintain a "ticket" system to respond to technical difficulties related to CAX's platform.
- (d) CAX shall provide adequate, timely communication regarding the following in connection with the CAX community:
  1. New Policies;
  2. System updates and outages; and
  3. Opportunities or needs for inter-organization collaboration, assistance, volunteers, etc.
- (e) Within reason, CAX shall provide marketing assistance to boost member organization program-related events.
- (f) CAX shall use commercially reasonable efforts to keep QuickConnect reasonably up to date.
- (g) CAX will use commercially reasonable efforts to maintain relevant dashboards and provide custom dashboards or reports, upon reasonable request.
- (h) To promote collaboration, CAX will use commercially reasonable efforts to maintain an event system to share organizational events.



- (i) CAX will maintain clean, usable spaces as well as working collaborative equipment at the CAX Center.
- (j) CAX commits to use its commercially reasonable efforts to achieve the following:
  - (i) provide an efficient experience for veterans and their families by maintaining a 'no wrong door' approach both physically and virtually; and
  - (ii) maintain accountability among member organizations and veterans.

3. Termination.

- (a) Either party shall have the right to terminate this MOU if the other Party fails to perform any material obligation under this MOU or otherwise breaches this MOU in any material respect. In addition, and without limiting the foregoing, CAX may terminate this MOU upon the occurrence of any of the following:
  - (i) Failure to improve participation following Participation Review: If CAX has conducted a participation review with respect to Participating Organization and, following 60-days after the commencement thereof, Participating Organization fails to show improvement on referrals, response time, or other CAX standards, CAX may, in its discretion, elect to either (A) suspend (e.g., for 90 days, 6 months, or 1 year) Participating Organization's rights under this MOU, or (B) terminate this MOU with 30 days written notice.
  - (ii) Unethical Behavior: If, in the determination of CAX (by its CEO or Board of Directors), Participating Organization (or its directors, officers, employees, volunteers, or other representatives or agents) conducts itself in a manner that is deemed to be unethical or inconsistent with [CAX standards](#), CAX will send an inquiry to Participating Organization to investigate such conduct. If, following such inquiry, CAX (by its CEO or Board of Directors) concludes that such unethical or inconsistent conduct warrants termination, CAX may terminate this MOU and Participating Organization's rights and access hereunder with immediate effect.
  - (iii) Failure to comply with [CAX Privacy Policy](#) and CAX [Terms and Conditions](#).

- (b) Either Party may elect to terminate this MOU at any time by providing 30 days advance written notice.

4. Covenants of Participating Organization. Both Parties shall not:

- (a) grant access to lists detailing personal or contact information of veterans (a "Contact List") to any third party (including, without limitation, for fundraising or revenue generating purposes) unless such information is referred to either Party's network to conduct normal business activities, without written permission from respective Party in each instance;
- (b) purport to represent or otherwise act for or on behalf of or purport to bind either Party to any agreement or contract of any kind; or
- (c) utilize the name, logo, or contacts of either Party for any purpose (including, without limitation, for fundraising or grant writing) in a manner inconsistent with this MOU.
- (d) share organization-specific login information or passwords.

5. Binding Effect. This MOU is fully effective as of the date of its Effective Date and shall be binding on the Parties and their respective successors, heirs, and permitted assigns. Combined Arms reserves the right to review this MOU and any adjustments, with participating organizations, as needed.

6. No Partnership. Nothing in this MOU shall create a legal partnership or joint venture between the Parties.

7. Public Announcements. CAX and Participating Organization may make a public disclosure or announcement of the existence of this MOU, the identity of the Participating Organization as the



counterparty of this MOU, and such other details of this MOU as may be agreed by the Participating Organization.

8. Governing Law. This MOU shall be governed by the laws of the State of Texas, excluding conflict of laws principles that would require the application of laws of another jurisdiction.
9. Dispute Resolution.
  - (a) Within 10 business days after the receipt by a Party of a notice from the other Party of a dispute, controversy, or claim arising out of or in connection with this MOU (each a "Dispute") the Parties shall meet and negotiate in good faith to resolve such Dispute.
  - (b) All Disputes arising out of or in relation to this MOU shall be referred to mediation before the initiation of any adjudicative action or proceeding, including arbitration. The seat of mediation shall be Houston, Texas, USA.
  - (c) Any Dispute that remains unresolved after mediation may be referred to the state and federal courts located in Harris County, Texas for final resolution, each Party irrevocably consenting to the exclusive jurisdiction of such courts and unconditionally waiving all objections to the laying of venue therein, including based on inconvenient forum.
10. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral understandings between the Parties with respect to such subject matter.
11. Mutual Indemnification. Each Party shall indemnify and hold harmless the other Party from and against any and all losses, payments, costs, damages, claims, demands, suits, liabilities, expenses, fines, penalties, and judgments (including, without limitation, fees and expenses of counsel) arising out of or in connection with the indemnifying Party's acts, omissions or negligent performance under this MOU.
12. Warranties. CAX warrants and represents that it has the experience and abilities necessary to perform all required services with a high standard of quality and that the CAX System will conform in all material respects with the express terms set forth in this MOU.
13. Notices. All notices and other communications required under this MOU shall be in writing and shall be addressed to the receiving Party at the address or email set forth below:

Combined Arms, Inc.  
2929 McKinney Street  
Houston, Texas 77003  
members@combinedarms.us

Society of American Military Engineers  
1420 King Street  
Alexandria, VA 22314  
koff@same.org

*[remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the Effective Date.

**Combined Arms, Inc.**

DocuSigned by:  
*Mike Hutchings*

Signature

Mike Hutchings

Name: \_\_\_\_\_

Title: CEO

**Society of American Military Engineers**

DocuSigned by:  
*Kathy Off*

Signature

Kathy Off

Name: \_\_\_\_\_

Title: Strategic & Stakeholder Relations