Teen Pregnancy—National Campaign

Teen Pregnancy —
Nat. Campaign

THE
NATIONAL
CAMPAIGN TO
PREVENT TEEN PREGNANCY

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Summary

THE NATIONAL CAMPAIGN TO PREVENT TEEN PREGNANCY

No Easy Answers

Research Findings on Programs to Reduce Teen Pregnancy

Douglas Kirby, Ph.D.

A research review commissioned by the National Campaign's Task Force on Effective Programs and Research

THE
NATIONAL
CAMPAIGN TO
PREVENT TEEN PREGNANCY

2100 M STREET NW SUITE 300
WASHINGTON DC 20037

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Senator Olympia J. Snowe (R-ME)

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THE NATIONAL CAMPAIGN TO PREVENT TEEN PREGNANCY
2100 M STREET NW SUITE 300
WASHINGTON DC 20037

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Representative Chris Shays (R–CT)
Representative Karen Thurman (D–FL)
Representative Ed Towns (D–NY)

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Answers to Frequently Asked Questions About The National Campaign to Prevent Teen Pregnancy (For Board and Task Force Members)

What is the National Campaign?

The National Campaign to Prevent Teen Pregnancy is a private sector group whose goal is to reduce the teen pregnancy rate by one-third between 1996 and 2005. The Campaign is nonpartisan and is funded almost entirely with private funds. It has a distinguished board chaired by Tom Kean, the former Governor of New Jersey. Its part-time President is Dr. Isabel Sawhill, a senior fellow at The Brookings Institution, and its Director is Sarah Brown, formerly with the Institute of Medicine. The Campaign has a staff of about 16 and an annual budget of about $2 million. This small staff works with the more than 75 leaders who serve pro bono on our four task forces (state and local action; media; effective programs and research; and religion and public values).

What are the origins of the Campaign?

The Campaign was formed after a White House meeting in October 1995, at which the President met with a group of leaders from various sectors and challenged the private (nongovernmental) sector to get involved in reducing teen pregnancy. Over the next three months, a planning committee worked to define the possible role of a new private, nonpartisan organization. In January 1996, a meeting was held at the Carnegie Corporation to review the work done by the planning committee, including a prospectus prepared by Sarah Brown and Isabel Sawhill outlining the mission and strategy of the new organization. On February 22, 1996, the Campaign held its first Board meeting and became officially incorporated in the District of Columbia. The founding board members, who made valuable contributions to launching this effort, included former Governor Thomas Kean, Dr. Isabel Sawhill, Dr. David Hamburg, Dr. William Galston, and Jody Miller. The Campaign is a tax-exempt, 501(c)3 organization.

Why do we need a National Campaign?

There is a need for a national campaign because (1) the problem is a very serious one (approximately four in 10 girls get pregnant while they are teenagers), (2) there is no national group with an *exclusive* focus on this problem, and (3) we believe our strategy (described below) has a good chance of making a significant difference. Although teen pregnancy and birth rates have fallen during the 1990s, they remain higher than they were in the early 1970s and much higher than in other advanced countries.

What is the Campaign's strategy?

The Campaign proposes to address this problem with a two-pronged strategy based on our diagnosis of why the United States has such a high teen pregnancy rate. The two strategies -- one bottom-up and one top-down and designed to work in tandem -- are: (1) creating a national movement to reduce teen pregnancy through better coordinated and supported state and local efforts; and (2) influencing and changing messages in the media that relate to teen pregnancy through partnerships with the entertainment media. We support these two key goals by sponsoring high-quality research on effective interventions and making sure that this information is made available to local communities and to the media, and by trying to forge common ground on some of the disagreements about values that have inhibited progress in this country and contributed to our having a teen pregnancy rate that is twice as high as in other advanced countries.

What is the Campaign's focus? Teen pregnancy or out-of-wedlock pregnancy? And which age group?

Most teen pregnancies nowadays are to unmarried teens (80 percent) and this group of unmarried teens is our major focus. However, we do not believe that simply encouraging teens to marry is the solution. Teen marriages are very unstable and whether married or not, most teens are not prepared to shoulder the responsibilities of parenthood. We define teenagers as anyone under the age of 20 but focus most of our efforts on school-age youth, especially the youngest, among whom rates are disturbingly high.

What is your message?

The Campaign articulates the importance of providing children with a good start in life, which means that no one should bring a baby into the world until he or she is ready to be fully responsible for that child. Very few, if any, teens are ready for this responsibility. Thus, teens need to be encouraged to either abstain from sex or to use contraception. We believe that for most teens, and especially the youngest, abstinence is the preferred approach. Most parents do not want their teenage children to engage in sex, and polls show that the overwhelming majority of both adults and teens in the United States favor abstinence as the appropriate standard for school-age youth. However, the current reality is that many teens are sexually active and need to be protected. Those teens who are sexually active should be encouraged to use contraception. We reject the idea that the solution must be either abstinence or contraception. We need more of both.

What is your stand on abortion?

Our goal is to prevent pregnancy from occurring in the first place. Accordingly, our work does not involve us in the abortion issue. We stress, however, that preventing unwanted pregnancy is the most effective way of reducing abortion. The reason the United States has such a high abortion rate is because it has such a high rate of unwanted pregnancies.

Does it make sense to focus only on teen pregnancy rather than the broader array of problems facing today's young people?

Almost all experts agree that one cannot separate the problem of teen pregnancy from other problems like dropping out of school, drug use, violence, and other risky behaviors. Moreover, these problems often go hand-in-hand with poverty and family dysfunction. However, one must break into the cycle somewhere, and our focus is on preventing damage to the next generation by ensuring that as many as possible get a good start in life by being born to parents ready and able to care for them. Our more focused approach also has the advantage of resonating well with the public and with policymakers, and can be used to catalyze actions that will provide broader support to children and teens and thereby address many problems in addition to teen pregnancy (mentoring programs are a good example). One of our goals is to make sure that those advocating for children and youth include a focus on preventing teen pregnancy since it is much more cost effective than later interventions such as efforts to support pregnant and parenting teens and to deal with developmental disabilities, school failure, and other problems that often accompany early childbearing.

How is the Campaign involving other groups?

We are committed to working in close partnership with many groups active on this issue, and we are particularly eager to draw in new groups who can help such as the faith community, the business community, and the education community. The Campaign has reached out to other groups by consulting with their leadership, by involving them on our Task Forces and Board, by supporting or publicizing their efforts, and by joining with them in collaborative efforts. Key leaders from such groups as Planned Parenthood, Girls Incorporated, the Alan Guttmacher Institute, and Best Friends, for example, serve on one of the Campaign's leadership groups. In addition, we have held a conference with existing national organizations with strong networks of local affiliates focused on youth (e.g. the Urban League, Boys and Girls Clubs, YMCA, etc.) and continue to forge partnerships with others as our time and resources permit.

Does the Campaign have a grassroots presence?

Yes. We have made site visits to 40 states to find out what is working and what the greatest challenges are in different communities. The Campaign's series of reports, *Snapshots from the Front Line*, publicizes some of the innovative strategies we have encountered. In addition, our State and Local Action Task Force, composed primarily of people with long years of experience working at the state or community level, is working to produce and disseminate new information and new tools for use at the local level. We have received countless thank-you letters or other testimonials from local leaders who greatly value our support for their efforts.

Can you get a National Campaign Board Member to speak at my event or tell me how to contact them?

We do not give out the phone numbers or addresses of our Board members but you can send us information for our Board members and we will pass it along, where appropriate. We caution that they are extremely busy people and have limited time for speaking engagements. We can recommend other speakers from our staff or task forces.

Who chooses those who serve on the Board and Task Forces?

A nominating committee has been established to recruit and recommend candidates to the Board for final approval. Board members are divided into three classes and normally serve terms of three years. Task Force members and chairs are, in turn, elected by the Board. Terms for Task Force members are also normally limited to three years. For each of these groups careful consideration is given to individuals who have something to contribute to the Campaign, come from diverse backgrounds, and strongly support the mission of the Campaign.

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THE
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PREVENT TEEN PREGNANCY

Whatever Happened to Childhood?

THE PROBLEM OF TEEN PREGNANCY IN THE UNITED STATES

A REPORT FROM THE
NATIONAL CAMPAIGN TO PREVENT TEEN PREGNANCY

Adopted February 22, 1996

BYLAWS

of

THE NATIONAL CAMPAIGN TO PREVENT TEEN PREGNANCY

ARTICLE I

Board of Directors

Section 1. Number and Qualification. The affairs of the Corporation shall be managed by a Board of Directors (the "Board"). The number of directors shall be not less than 10 nor more than 30. The initial Directors shall be those persons whose names and addresses are set forth in the Articles of Incorporation and they shall serve until the election and qualification of their successors. The Board shall be divided into three (3) separate classes, as nearly equal in number as possible, with the membership of each class expiring in successive years. Directors shall serve for three year terms except with respect to the members of the Board elected at the first meeting of the Board of whom one-third shall serve for a one year term, one-third shall serve for a two year term and one-third shall serve for a three year term. No director shall serve for more than two consecutive terms except that members of the Board elected at the first meeting to a term of less than three years may not serve more than eight years. Each director shall continue in office until the election and qualification of a successor.

Section 2. Vacancies. Any vacancy or vacancies created by the death, resignation or incapacity to act of any director before the expiration of such director's term, or by the creation of one or more new directorships, may be filled at any meeting of the Board by a majority of the directors present, provided that written notice of the proposed action was contained in the notice of the meeting. A director elected to fill a vacancy shall hold office until the next election of the class in which such director serves and until the qualification of a successor.

Section 3. Resignation and Removal. Any director may resign by a notice in writing to the President or the

Secretary. The acceptance of any such resignation, unless required by the terms thereof, shall not be necessary to make the same effective. Any director may be removed at any time with or without cause by the vote of a majority of directors.

Section 4. Committees and Task Forces.

4.1 Executive Committee. The Board shall appoint an Executive Committee which shall consist of the Chairperson, the President, the Chairs of all Task Forces appointed by the Board, and such other directors as shall be appointed by the Board. With the permission of the Executive Committee, the Director may attend meetings of the Committee but shall have no voting rights. The Executive Committee shall meet and exercise all powers and duties of the Board during periods between meetings of the Board but shall not have the power to alter fundamental policies of the Board. A majority of the members of the Executive Committee shall constitute a quorum and all matters shall be decided by a majority of the members present.

4.2. Other Committees of the Board. The Board may from time to time, by resolution of a majority of directors then in office, appoint committees of the Board, comprised of at least two (2) directors, which may include non-Board members. The Board may assign to such committees such functions as it may deem advisable. A majority of the members of any such committee of the Board shall constitute a quorum and all matters shall be decided by a majority of those members present.

4.3. Special Committees. Committees, including Task Forces, may be appointed by the Board to provide expert advice and guidance on specific topics and endeavors. Such committees and task forces may be designated and appointed by a majority of the directors present at a meeting and shall not have or exercise the authority of the Board in the management of the Corporation's affairs. The Board shall designate a Chairperson of each Task Force appointed who shall be a member of the Board of Directors.

Section 5. Meetings of the Board. An annual meeting of the Board shall be held on not less than 20 days notice. The President or any member of the Board may call a special meeting of the Board on not less than three (3) days' notice, given by mail, telegraph or telephone. All meetings of the Board shall be held at such place within or without the District of Columbia as shall be designated in the notice of the meeting.

Section 6. Quorum and Vote. 1/3 of the total members of the Board, present in person, shall constitute a quorum for the transaction of business at meetings of the Board and, except as otherwise required by applicable law or these Bylaws, all matters shall be decided by the vote of a majority of the directors present; but in the absence of a quorum those present at the time and place set for a meeting of the Board may take an adjournment from time to time, without further notice, until a quorum shall be present.

Section 7. Participation by Telephone. Any one or more members of the Board or of a committee thereof may participate in a meeting of the Board or the committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting, if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or of such committee shall be filed with the minutes of the proceedings of the Board or of such committee.

ARTICLE II

Officers

Section 1. Election and Qualification. At its annual meeting, or at any adjournment thereof, the Board shall elect the following officers: a Chairperson, a President, a Director, a Secretary and a Treasurer. Any such office not filled at the annual meeting or adjournment thereof may be filled by the Board at any meeting. The Board may at any meeting by resolution elect and define the duties of such other officers as it may from time to time determine. No officer need be a director. The same person may be elected to more than one office, except that the offices of President and Secretary shall not be held by the same person. A vacancy in any office may be filled by the Board at any meeting. All officers shall hold office at the pleasure of the Board or until their respective successors shall have been elected and shall have qualified. They shall receive such salaries or other compensation as may be authorized by the Board.

Section 2. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Secretary of the Corporation. The acceptance of any such resignation, unless required by the terms thereof, shall not be necessary to make the same effective. Any officer may be removed at any time for or without cause by the vote of the directors.

Section 3. Chairperson. The Chairperson shall preside at all meetings of the Board, shall perform all duties incident to the office of the Chairperson and shall be a member *ex officio* of all Committees. In the absence or disability of the Chairperson, the President or any director may be appointed by the Board to discharge the Chairperson's functions in whole or in part.

Section 4. President. The President shall be the chief executive officer of the Corporation and shall have general supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board. Except as otherwise hereinafter provided by these Bylaws, or by resolution duly adopted at any meeting of the Board, the President shall have power to sign for the Corporation all deeds and other agreements and formal instruments and shall be a member *ex officio* of all committees. In the absence or disability of the President, the Director shall have the powers and perform the duties of the President. In the absence or disability of the President and the Director, a director of the Corporation may be appointed by the Board to discharge the President's functions in whole or in part, as the Board may specify.

Section 5. Director. The Director shall be responsible for the day-to-day operations of the Corporation and shall have such powers as may be delegated by the President and the Board.

Section 6. Secretary. The Secretary shall cause true minutes to be taken of all meetings of the Board and of committees of the Corporation; shall have custody of the corporate seal; and shall have the authority to affix the same to any instrument requiring it, and when so affixed, to attest it. The Secretary shall notify directors of their election; shall, under the general direction of the President, prepare and present the business to be acted upon at meetings of the Board and of committees; shall in general perform all duties incident to the office of Secretary; and shall perform such other duties as may be assigned by the Board or the President. In the absence or disability of the Secretary, any Assistant Secretary shall have the powers and perform the duties of the Secretary.

Section 7. Treasurer. The Treasurer shall in general perform all the duties incident to the office of Treasurer: the Treasurer shall have the custody of the funds and securities of the Corporation, shall be in charge of the disbursement of its money, and shall cause full and accurate accounts of receipts and disbursements in books belonging to the Corporation to be kept; shall cause such books of accounts and records to be exhibited at the office of the Corporation to any of the directors at any time upon request and shall render a detailed statement to the directors as often as they shall require it; shall deposit the funds of the Corporation in such banks or trust companies as may from time to time be designated by the Board, and shall deposit any securities of the Corporation with such banks or trust companies or in such vault or vaults as may from time to time be designated by the Board.

The Treasurer shall perform such other duties as from time to time may be assigned by the Board. The Treasurer, if required so to do by the Board, shall give a bond for the faithful discharge of the Treasurer's duties in such sum, and with such sureties, as the Board shall require. The expense of any such bond shall be paid by the Corporation.

In the absence or disability of the Treasurer, any Assistant Treasurer shall have the powers and perform the duties of the Treasurer.

ARTICLE III

Investments

Section 1. Investments and Proxies. The Board shall have power to make investments of the funds of the Corporation and to change the same, and may from time to time sell any part of the securities of the Corporation or any rights or privileges that may accrue thereon. Any officer of the Corporation, or such other person or persons as the Board may designate, may execute and deliver on behalf of the Corporation proxies on stock owned by the Corporation, appointing persons to represent and vote such stock at any meeting of stockholders, with full power of substitution, or rescinding such appointments.

Section 2. Transfer and Assignment. The Board may authorize any officer of the Corporation, director or any other person or persons to execute such form of transfer and assignment as may be customary or necessary to constitute a transfer of stocks, bonds or other securities standing in the name of or belonging to the Corporation. A corporation or person transferring any such stocks, bonds or other securities pursuant to a form of transfer or assignment so executed shall be fully protected, and shall be under no duty to inquire whether or not the Board has taken action in respect thereof.

ARTICLE IV

Contracts, Checks and Other Instruments

Except as otherwise provided by those Bylaws or authorized by the Board, no director, officer, employee, agent or other person shall have power or authority to bind the Corporation by any contract, agreement or instrument or to render it pecuniarily liable for any purpose or for any amount. The Board may authorize any officer or officers, in the name of or on behalf of the Corporation, to enter into any contract or to execute and to deliver any instrument, or to sign checks, drafts, endorsements, notes or other evidences of indebtedness of the Corporation, and such authority may be general or confined to specific instances. The withdrawal of funds or securities of the Corporation from banks or trust companies or vaults therein shall be made only on the signature or signatures of such one or more of the Directors, officers or employees of the Corporation as may be designated from time to time by the Board for such purpose.

ARTICLE V

Grants

The Board shall have discretion to reject any grant, gift or bequest the conditions of which might conflict with or jeopardize the Corporation's charitable purposes. The Board shall have final authority over the making of all grants and other charitable expenditures, and nothing in this Article shall constitute any restriction or limitation of any powers of the Board conferred by applicable law or these Bylaws.

ARTICLE VI

Loans

No loan shall be contracted on behalf of the Corporation and no negotiable paper shall be issued on its behalf unless authorized by the vote of the Board. When so authorized by the Board any officer of the Corporation may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual. Such authority may be general or confined to specific instances. No loans shall be made by the Corporation to its directors, officers, or to any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers or hold a substantial interest ("Related Entities"), except a loan to an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, the Corporation may purchase bonds, debentures or similar obligations of the type customarily sold in public offerings issued by a Related Entity, or deposit funds in any bank which is a Related Entity.

ARTICLE VII

Indemnification of Directors and Officers

To the full extent permitted by the District of Columbia Nonprofit Corporation Act, the Corporation shall indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation (or of a constituent corporation, including any constituent of a constituent, absorbed in a consolidation or merger by the Corporation), or is or was serving at the request of the Corporation (or of such a constituent corporation), as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, upon such determination having been made as to such person's good faith and conduct as is required by said Nonprofit Corporation Law.

ARTICLE VIII

Waiver of Notice

Whenever any notice is required to be given under the provisions of applicable law, or under the provisions of the Articles of Incorporation or Bylaws of this Corporation, a waiver thereof, in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the required notice. Attendance by a person at a meeting of the Board in person shall be deemed a waiver of notice of such meeting, unless such appearance is for the sole purpose of objecting to the meeting.

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

ARTICLE X

Amendments

These Bylaws may be amended or repealed at any meeting of the Board by affirmative vote of the directors present, provided, however, that written notice of the proposed amendment or repeal has been contained in the notice of the meeting.

0105524.01

THE CAMPAIGN AGAINST TEEN PREGNANCY

Resolutions Adopted at the
Organization Meeting of February 22, 1996

A. Resolutions to be Adopted by the Three Initial Directors

(1) Election of Directors.

RESOLVED, that the individuals listed on Schedule A are hereby elected as directors to serve in the class designated and to hold office until the expiration of the term of such class and until the election and qualification of their successors.

B. Resolutions to be Adopted by the newly expanded Board of Directors

(1) Articles of Incorporation.

RESOLVED, that a certified copy of the Corporation's Articles of Incorporation be inserted in the minute book of the Corporation.

(2) Amendment to the Articles of Incorporation.

RESOLVED, that the name of the Corporation shall be changed to "The National Campaign to Prevent Teen Pregnancy" and that the officers are hereby authorized to execute any and all necessary documents to effectuate the foregoing.

(3) Bylaws.

RESOLVED, that bylaws in the form appended to this instrument as Exhibit A are hereby adopted as the Bylaws of the Corporation.

(4) Election of Officers.

RESOLVED, that each of the following persons is hereby elected to the office or offices set forth after such person's name, to hold office at the pleasure of the Board of Directors or until the first annual meeting of the Board of Directors and until such person's successor is elected and qualified (unless such person resigns, dies or is removed from office prior thereto):

Name	Title
The Honorable Thomas V. Kean	Chairperson
Isabel V. Sawhill	President
Sarah Brown	Director
Marti Easton	Secretary
Sarah Brown	Treasurer

(5) Corporate Seal.

RESOLVED, that the form of seal bearing the name of the Corporation and the year and jurisdiction of its incorporation, an impression of which is affixed in the margin of this instrument, is hereby adopted as the corporate seal of the Corporation.

(6) Registration with State Agencies.

RESOLVED, that the officers of the Corporation are hereby authorized to file such registration forms as may be required by any state agency having jurisdiction over the Corporation.

(7) Qualification in Foreign States.

RESOLVED, that, if it is deemed advisable for the Corporation to conduct its activities in one or more states other than the District of Columbia, the officers of the Corporation are hereby authorized to apply on behalf of the Corporation for such authority.

(8) Tax Exemption.

RESOLVED, that the officers of the Corporation are hereby authorized and directed to execute and file with the Internal Revenue Service on the Corporation's behalf an Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

(9) IRS Employee Identification Number.

RESOLVED, that the officers of the Corporation are hereby authorized and directed to execute and file with the Internal Revenue Service on the Corporation's behalf an Application for an Employer Identification Number.

(10) Bank Account.

RESOLVED, that the officers of the Corporation are hereby authorized to execute any and all documents necessary to open a banking account and to designate a depository of the funds of the Corporation.

FURTHER RESOLVED, that the following officers are hereby authorized to serve as signatories on any banking account held by the Corporation and shall have authority to sign individually for amounts up to $5,000 and jointly for amounts in excess of $5,000. Prior approval of the Executive Committee is required for amounts in excess of $50,000.

Isabel V. Sawhill, President

Sarah Brown, Treasurer

(11) Committees

RESOLVED, that the committees listed on Schedule B shall be formed and shall consist of the members indicated on such Schedule B.

(12) Task Forces

RESOLVED, that the Board hereby approves and authorizes the formation of the Task Forces and the Chairs of such Task Forces listed on Schedule C to be chaired by the individuals listed on such Schedule C.

SCHEDULE A

Class of 1997 (expires 1997)

William Galston
Irving B. Harris
Barbara Huberman
Judy McGrath
Warren B. Rudman
Andrew J. Young

Class of 1998 (expires 1998)

Katharine Graham
David Hamburg
Thomas H. Kean
Jody Miller
Kristin Moore
Isabel V. Sawhill

Class of 1999 (expires 1999)

Charlotte L. Beers
Whoopi Goldberg
Nancy Kassebaum
C. Everett Koop
Hugh Price

SCHEDULE B

Executive Committee

Sarah Brown (ex officio)
William Galston
Barbara Huberman
Thomas H. Kean
Jody Miller
Kristin Moore
Isabel V. Sawhill

Nominating Committee

David Hamburg
Thomas H. Kean
Warren B. Rudman
Isabel V. Sawhill

SCHEDULE C

TASK FORCES

The Media
Jody Miller, Chair

State and Local Coalitions
Barbara Huberman, Chair

Effective Programs and Research
Kristin Moore, Chair

Religion and Public Values
William Galston, Chair

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this ***CERTIFICATE of INCORPORATION*** is hereby issued to

THE CAMPAIGN AGAINST TEEN PREGNANCY

as of ***FEBRUARY 20TH, 1996*** .

Hampton Cross
Director

Katherine A. Williams
Acting Administrator
Business Regulation Administration

Desiree M. Jones
Desiree M. Jones
Act. Asst. Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

FILED
FEB 2 1996
BY: [signature]

ARTICLES OF INCORPORATION

OF

THE CAMPAIGN AGAINST TEEN PREGNANCY

A District of Columbia Non-Profit Corporation

We, the undersigned natural persons of the age of twenty-one or more, acting as incorporators in order to form a nonprofit non-stock corporation for the purposes hereinafter stated, under and pursuant to the provisions of the District of Columbia Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation:

1. NAME.

The name of the corporation (the "Corporation") is: The Campaign Against Teen Pregnancy.

2. PERIOD OF DURATION.

The Corporation shall have a perpetual duration.

3. PURPOSES AND POWERS.

3.1. Notwithstanding any other provisions of these Articles of Incorporation, the objects and purposes of the Corporation shall be exclusively charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code. The objects and purposes of the Corporation shall include, but not be limited to, reducing the incidence of teenage pregnancy in the United States through the support of values and activities that promote a pregnancy-free adolescence.

3.2 It is the intention of the Corporation to be exempt from income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code. Accordingly, notwithstanding any other provision of these Articles of Incorporation:

A. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code;

B. The Corporation shall not be conducted or operated for profit, and no part of the net earnings of the

Corporation shall inure to the benefit of any director, officer, member, employee or member of a committee of, or person connected with, the Corporation or any other private individual (other than an individual who is a member of a charitable class of the type that the Corporation is organized to support); provided, however, that this shall not prevent the payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes or an amount representing the fair market value of property purchased by the Corporation;

C. In the event of the liquidation, dissolution or winding up of the Corporation (whether voluntary, involuntary or by operation of law), the Corporation's property or assets shall not be conveyed or distributed to any director, officer, employee or member of a committee of, or person connected with, the Corporation, or any other private individual, nor to any organization created or operated for profit; but, after deducting all necessary expenses of liquidation, dissolution or winding up, as the case may be, all the remaining property and assets of the Corporation shall be distributed only to such other organizations as shall then qualify under Section 501(c)(3) of the Internal Revenue Code as the directors of the Corporation shall in their discretion determine;

D. Except to the extent permitted by the Internal Revenue Code, the Corporation shall not carry on propaganda or otherwise attempt to influence legislation, and the Corporation shall not participate in or intervene in (including by the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

E. During any period when the Corporation is determined to be a "private foundation" as defined in Section 509 of the Internal Revenue Code, the Corporation, in accordance with the following sections thereof, shall: (a) distribute such amounts for each taxable year at such time and in such manner as not to subject the Corporation to tax on undistributed income under Section 4942; (b) not engage in any act which is subject to tax as self-dealing under Section 4941; (c) not retain any holdings which are subject to tax as excess business holdings under Section 4943; (d) not make any investments in such manner as to subject the Corporation to tax under Section 4944; and (e) not make any taxable expenditures which are subject to tax under Section 4945.

4. MEMBERS.

The Corporation shall not have any members.

5. DIRECTORS.

5.1 The manner of election and appointment of the directors of the Corporation shall be as provided in the Bylaws of the Corporation. The initial Board of Directors shall have not less than three members, consisting of those persons named herein and they shall serve until the first annual meeting of the Board of Directors or until the election and qualification of their successors.

5.2 The affairs of the Corporation shall be managed and all powers of the Corporation shall be exercised by the Board of Directors in accordance with and subject to the provisions of the Bylaws, except as otherwise provided by law, but the directors shall act only as a Board and the individual directors shall have no power as such.

5.3. The number of directors which shall constitute the whole Board shall be fixed by the Bylaws.

5.4. The powers of the Board of Directors, unless otherwise specified by law, shall include the power to borrow money and give security in the name of the Corporation without limit as to amount, but only in furtherance of the stated objects and purposes of the Corporation.

6. REGISTERED OFFICE AND AGENT.

The registered office and registered agent of the Corporation are:

Isabel V. Sawhill
2813 Olive Street, NW
Washington, D.C. 20007

7. INITIAL BOARD OF DIRECTORS.

The names and addresses of the persons who are to serve as the directors until the first annual meeting are as follows:

Dr. David Hamburg
Carnegie Corporation of New York
437 Madison Avenue
New York, NY 10022

The Honorable Thomas H. Kean
Drew University
36 Madison Avenue
Madison, NJ 07940

Ms. Isabel V. Sawhill
Urban Institute
2100 M Street, N.W.
Washington, D.C. 20037

8. INCORPORATORS.

8.1. The name and mailing address of the incorporators are as follows:

Ms. Isabel V. Sawhill
Urban Institute
2100 M Street, N.W.
Washington, D.C. 20037

Ms. Sarah Brown
Urban Institute
2100 M Street, N.W.
Washington, D.C. 20037

Ms. Marti Easton
Urban Institute
2100 M Street, N.W.
Washington, D.C. 20037

8.2. The powers of the incorporators are to terminate upon the filing of these Articles of Incorporation.

9. NO STOCK.

The Corporation shall not have authority to issue any capital stock.

10. BYLAWS.

The Corporation shall adopt Bylaws, which shall contain provisions for the regulation of the affairs of the Corporation as from time to time shall be deemed advisable. Such Bylaws are to be adopted in the first instance by the persons named herein to serve as initial directors, and thereafter the Board of Directors may from time to time make, amend or repeal Bylaws.

11. MISCELLANEOUS.

11.1. The private property of the directors and officers of the Corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

11.2. All references in these Articles of Incorporation to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, and shall be deemed to include any amendments adopted from time to time, or corresponding provisions of any future internal revenue law.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation, and affirm the same as our act and deed and that the facts contained herein are true under penalties of perjury.

Isabel V. Sawhill — Date: 2-20-96

Isabel V. Sawhill

District of Columbia

I, Evelyn Hughes Williams a Notary Public, hereby certify that on the 20th day of February 1996 Isabel V. Sawhill appeared before me and signed the foregoing as incorporator, and has averred that the statements therein are true.

Evelyn Hughes Williams

My Commission Expires May 31, 1997

Sarah Brown

Date: 2/20/96

Sarah Brown

District of Columbia,

I, Evelyn Hughes Williams, a Notary Public, hereby certify that on the 20th day of February 1996 Sarah Brown appeared before me and signed the foregoing as incorporator, and has averred that the statements therein are true.

Evelyn Hughes Williams

My Commission Expires May 31, 1997

Marti Easton

Date: 2/20/96

Marti Easton,

District of Columbia,

I, Evelyn Hughes Williams, a Notary Public, hereby certify that on the 20th day of February 1996 Marti Easton appeared before me and signed the foregoing as incorporator, and has averred that the statements therein are true.

Evelyn Hughes Williams

My Commission Expires May 31, 1997

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this ***CERTIFICATE of AMENDMENT*** is hereby issued to

THE CAMPAIGN AGAINST TEEN PREGNANCY

Name Change To
THE NATIONAL CAMPAIGN TO PREVENT TEEN PREGNANCY

as of ***March 22nd, 1996.***

Hampton Cross
Director

Katherine A. Williams
Administrator
Business Regulation Administration

William L. Ables, Jr

William L. Ables, Jr
Act. Asst. Corporate Program Manager
Corporations Division

Marion Barry, Jr.
Mayor

ARTICLE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE CAMPAIGN AGAINST TEEN PREGNANCY

TO: Department of Consumer and Regulatory Affairs
Business Regulation Administration
Government of the District of Columbia

Pursuant to the provisions of the District of Columbia Nonprofit Corporation Act, the undersigned hereby adopt the following Article of Amendment to its Articles of Incorporation:

(1) The name of the corporation is The Campaign Against Teen Pregnancy.

(2) The following amendment was adopted by the corporation in a means prescribed by the District of Columbia Nonprofit Corporation Act:

> The first article of the Articles of Incorporation of The Campaign Against Teem Pregnancy is hereby amended to read as follows:
>
> > 1. The name of the corporation (the "Corporation") is: The National Campaign to Prevent Teen Pregnancy.

(3) This amendment to the Articles of Incorporation was adopted at a meeting of the board of directors held on February 22, 1996, at 2100 M Street, N.W., Washington, D.C., and received the votes of a majority of directors in office, there being no members having voting rights in respect thereof.

DATE: March 21, 1996

THE CAMPAIGN AGAINST TEEN PREGNANCY

President

FILED

MAR 22 1996

BY WLA

ATTEST:

Secretary

Memorandum of Understanding Between the National Campaign to Prevent Teen Pregnancy and the Urban Institute

Memorandum of Understanding Between the
National Campaign to Prevent Teen Pregnancy
and the Urban Institute

Memorandum of Understanding Between the
National Campaign to Prevent Teen Pregnancy
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Memorandum of Understanding Between the National Campaign to Prevent Teen Pregnancy and the Urban Institute

This document shall serve as the Agreement between the National Campaign to Prevent Teen Pregnancy (hereinafter referred to as the Campaign), whose current address is 2100 M Street, Suite 500 NW, Washington, 20037, and the Urban Institute (hereinafter referred to as the UI) whose current address is 2100 M Street, NW, Suite 500, Washington, 20037, which defines the terms and conditions for the provision of certain services, detailed below in Section 2 of this Agreement, by the UI for the Campaign.

1. Term

The term of this Agreement shall be from April 1, 1996 through March 31, 1999. The UI and Campaign agree that the term during which specific services shall be provided by the UI to the Campaign may be otherwise specified in the detailed Scope of Services (Attachment A) of this Agreement. The term of this entire agreement may be modified in accordance with the provisions of Section ___ of this Agreement.

2. Scope

The Campaign's offices will be located in space currently leased by the UI. The Campaign desires to acquire certain facilities and related services from the UI. These services include office space, photocopying, telecommunications, computer, library, supplies, postage, personnel and accounting services. Detailed descriptions of those services and the negotiated rates for which the Campaign will reimburse the UI for these services are provided in Attachment A (Detailed Scope of Services) of this agreement.

3. Financial Terms and Conditions

3.A. Advances to the Campaign

In recognition and consideration of the Campaign's start-up operations and requirements, the Campaign and the UI agree that the UI shall periodically advance the Campaign funds to cover expenses related to the Campaign's operations. Both parties agree that advances will be processed upon submission of a written request by the Campaign's Director of Administration to the Institute's Vice-President and Controller, or his designee. Advance requests will include estimated and actual costs for direct expenses incurred by the Campaign and direct and indirect expenses incurred by the Institute. This advance arrangement shall continue until such time that the Campaign's deems it's start-up operations have been substantially completed.

3.B. Payment to the UI

During the term of this Agreement, the Campaign and UI agree that payments for services provided by the UI, and covered under this Agreement, will be made to the UI under two conditions, which are detailed in Sections 3.B.1 and 3.C.1 of this Agreement. Total payment to the UI under this agreement shall not exceed a total of $______________ for the entirety of this Agreement. Payment for Campaign-related expenses during the startup phase of the organization shall not exceed $ _________________. Campaign-related expenses for UI-incurred, Campaign-related costs (as specified in Attachment A) for the remaining term of this agreement and shall not exceed $ ___________________.

3.B.1. Payments to the UI During the Campaign's Start-up Period

To settle advances related to the Campaign's start-up operations and requirements (addressed in Section 3.A), the Campaign agrees to periodically submit invoices to the UI which currently and cumulatively report on the Campaign's expenditure of funds. The Campaign agrees to submit a final invoice to the UI not later than 60 days following the end of the start-up phase of the organization, as designated by the Campaign.

3.B.1.a. Documentation of IPA and Other UI-Incurred Campaign-Related Expenses

The UI agrees to provide the Campaign's Director of Administration with copies of detailed and summary financial information to support all UI-Incurred Campaign-related expenditures on a monthly basis. This information will include, but not be limited to, copies of payroll ledgers, original invoices, schedules and worksheets detailing the calculations of general and administrative, overhead, allocations, fringe benefits, or other indirect costs charged to the Campaign.

3.B.1.b Maintenance of Documentation on Campaign Expenses

The Campaign agrees to maintain financial records to document all Campaign-incurred expenses invoiced to the UI during the start-up phase of the organization. These financial records shall be maintained in a generally accepted accounting format in an accessible file at the Campaign for inspection by designated UI personnel. The Campaign agrees to maintain this documentation for a period of three (3) years subsequent to the completion of the contract.

3.B.1.c. Adjustments to Prior Invoices

The Campaign and UI agree that the Campaign may, from time to time during the start-up phase of this agreement, adjust previously reported expenditure totals by submitting an invoice adjusting a previous invoice.

3.B.1.d. Advances/Invoices/Payments

3.C.1. Payments to the UI Subsequent to the Campaign's Start-Up Period

The Campaign agrees to periodically provide the UI with aggregate payroll data. The UI agrees to use the aggregate payroll data, along with the negotiated rates and other Campaign-related costs (referenced in Attachment A) as the basis for generating monthly invoices to the Campaign for services provided in accordance with Attachment A of this Agreement. The UI agrees to invoice the Campaign on a monthly basis, and provide the Campaign with the supporting documentation for Campaign-related expenses as identified in Section ________ of this Agreement. Upon receipt of the invoice and supporting documentation identified in Section _______ of this agreement, the Campaign agrees to promptly pay UI invoices for services provided in Attachment A of this agreement.

3.C.1.a. Documentation of IPA and Other UI-Incurred Campaign-Related Expenses

The UI agrees to provide the Campaign's Director of Administration with copies of detailed and summary financial information to support all UI-Incurred Campaign-related expenditures on a monthly basis, along with the monthly invoice. This information will include, but not be limited to, copies of payroll ledgers, original invoices, schedules and worksheets detailing the calculations of general and administrative, overhead, allocations, fringe benefits, or other indirect costs charged to the Campaign.

3.C.1.b Maintenance of Documentation on Campaign Expenses

The Campaign agrees to maintain financial records to document all expenses invoiced to the UI during the start-up phase of the organization. These financial records shall be maintained in a generally accepted accounting format in an accessible file at the Campaign for inspection by designated UI personnel. The Campaign agrees to maintain this documentation for a period of three (3) years subsequent to the completion of the contract.

The UI agrees to maintain such financial records to document all Campaign-related expenses to ensure the timely completion of that portion of the Campaign's annual audit that pertains to original records and files maintained by the UI. The UI agrees to provide the Campaign's auditors with access to such records upon request, at a time convenient to UI staff, and the Campaign's auditors.

3.C.1.c. Adjustments to Prior Invoices

The Campaign and UI agree that the Campaign may, from time to time during the term of this agreement, adjust previously reported aggregate payroll expenses by submission of a memo to the designated UI staff person, and requesting the issuance of an adjusted invoice.

3.C.1.d. Invoices/Payments

4. Insurance

4.A. Insurance by the Urban Institute

The Urban Institute agrees to maintain insurance against such perils and in such amounts as the UI may from time to time determine to be consistent with coverage which is not, or may in the future be considered prudent for similar organizations, providing similar services to organizations. Such insurance may include, but is not limited to, commercial general liability and property damage, fire, glass replacement, vandalism, malicious mischief, flood, sprinkler and water damage, boiler and machinery, Worker's Compensation, . The UI will not carry insurance on the Campaign's property.

4.B. Insurance by the Campaign

The Campaign agrees to maintain insurance against such perils and in such amounts as the Campaign may from time to time determine to be consistent with coverage which is not, or may in the future be considered prudent for similar organizations. The Campaign agrees to maintain commercial general liability and property damage, fire, vandalism, malicious mischief, Worker's Compensation, and fire insurance to cover the replacement cost of the Campaign's furniture, equipment, and inventories.

5. Confidentiality

The UI agrees to maintain the confidentiality of any information concerning Campaign employees, consultants, projects, meetings, activities, reports from public agencies, or other sources regarding the Campaign. Such information may only be divuiged with the prior written authorization of the Campaign President or Director.

6. Copyright and Permission

Copies of all written products, inclusive of, but not limited to papers, manuscripts, notes, minutes, data or any other information or materials photographs, graphic presentations, manuals, logs, budgets, ledgers, official and informal financial reports, processing instructions furnished by the Campaign to the UI for the purpose of substantiating the work, expenditures or income of the organization will remain the property of the Campaign. The Campaign retains all rights, title and interest worldwide to any such written product, data, or any other information or materials.

Any manuscripts commissioned by or prepared by the Campaign shall be a work made for hire within the meaning of the Copyright Act of 1976. The Campaign shall hold all rights to manuscripts without limitation and will register the copyright in its name. Upon request, the Campaign may transfer publication rights to the UI, but such a transfer must be requested in writing and approved by the President or Director of the Campaign.

7. Administration

All notices given under this Agreement shall be in writing. The parties hereby designate the following persons to be contacted and to receive official notices during the term of this Agreement.

<u>To UI:</u>

Mr. Craig Coelen
Executive Vice-President
The Urban Institute
2100 M Street, NW Suite 500
Washington, DC 20037
(202) 857-8701

<u>To the Campaign:</u>

Ms. Isabel Sawhill
President
The National Campaign to Prevent Teen Pregnancy
2100 M Street, NW Suite 500
Washington, DC 20037
(202) 857-8531

8. Assignment

Neither this Agreement, nor any of the rights and obligations arising under this Agreement may be assigned by either party without the written consent of the other party.

9. Subcontracting

The UI may enter into subcontracts for services to be provided to the Campaign as detailed in Attachment A. The UI agrees to notify the Campaign of the scope and nature of planned changes in services and providers to ensure that changes in existing services do not significantly reduce the scope of services, increase the cost, or decrease access to those services detailed in Attachment A.

10. Modification

This Agreement may be modified at any time by a written modification, agreed to by both parties and duly executed by the persons designated in Section 7 (Administration) of this Agreement.

11. Disputes

In the case of a dispute regarding the applicable interpretation of any part of this Agreement, the Campaign and UI agree to act immediately to resolve such a dispute, and to use their best efforts to arrive at an agreeable solution. Time is of the essence in the resolution of disputes. The UI shall proceed diligently with performance under this Agreement, pending final resolution of any dispute arising under or relating to this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, which remains unresolved after thirty (30) days may be entered in any court having jurisdiction thereof. Pending final resolution of any such dispute, controversy or claim, the UI shall proceed diligently with the performance of this Agreement.

12. Indemnification

13. Default

The occurrence of any one of the following events shall constitute a default of this Agreement.

Default by the UI

- The failure of the UI to comply with any provision of this Agreement and the detailed scope of services as detailed in Attachment A, with such failure continuing for 5 business days after mailing of written notice by the Campaign to the UI specifying the nature of the problem, and business interruption caused by the UI's non-compliance.

- The assignment or subcontracting of any services by the UI provided by this Agreement without reasonable, prior notice to the Campaign.

- The filing of a petition by the Campaign under any section or chapter of the present Federal Bankruptcy Act or amendment thereto by the UI or under any similar law or statute of the United States or any state thereof;

- The appointment of a receiver or trustee for all or substantially all the assets of the UI or any guarantor or Tenant's obligations under this lease. Such receivership shall not have been terminated or stayed within the time permitted by law;

- The attachment, execution or judicial seizure of substantially all of the UI's assets, where such seizure is not discharged within 30 days;

Default by the Campaign:

- Unless there is a documented billing error, the failure of the Campaign to pay an invoice from the UI for monthly services within thirty business days of receipt;
- Vacating or abandoning all of the occupied premises;
- The filing of a petition under any section or chapter of the present Federal Bankruptcy Act amendment thereto by the Campaign or under any similar law or statute of the United States or any state thereof;
- The appointment of a receiver or trustee for all or substantially all the assets of the Campaign or any guarantor or Tenant's obligations under this lease. Such receivership shall not have been terminated or stayed within the time permitted by law;
- The attachment, execution or judicial seizure of substantially all of the Campaign's assets, where such seizure is not discharged within 30 days;

14. Termination

The Campaign may terminate this Agreement (a) effective with 30 days written notice from the date of receipt of notice for cause---; or (b) effective immediately by written notice in the event sponsor support is curtailed/terminated. The UI may terminate this Agreement effective with 90 days written notice in the event the UI decides to discontinue providing those services detailed in Attachment A of this Agreement, or in the event of default as specified in Section 13 of this Agreement.

15. Holding Over

In the event that renewal negotiations can not be satisfactorily concluded, and the Campaign finds it necessary to remain in the UI's leased premises, and continue the scope of services as detailed in Attachment A, the Campaign may, without objection from the UI, continue on a month-to-month arrangement subject to all of the terms and provisions of this Agreement, and scope of services detailed in Attachment A. The Campaign agrees to give at least 30 days written notice prior to the termination of any month-to-month arrangement.

Memorandum of Understanding Between the
National Campaign to Prevent Teen Pregnancy
and the Urban Institute

Attachment A

1. Office Space: Current/Expansion

1.a. Property Management

1.b. Signage

1.c. Conference Rooms

2. Accounting/Financial Services

3. Facility Services:

3a. Mail/Delivery Services

3b. Reception Services

3c. Copy Services

3.d. Vendor Delivery Services

4. Office Supply/Equipment/Furniture

5. Telecommunications Services

6. Computer Services

7. Library Services

Memorandum of Understanding Between the National Campaign to Prevent Teen Pregnancy and the Urban Institute

Attachment A

1. Office Space: Current/Expansion

The UI agrees to provide the Campaign with office space throughout the term specified on page one (1) of this Agreement. The UI agrees to provide office space and access to conference rooms as is described below.

Office Space: Office space will be provided to the Campaign in quantities of contiguous internal and external offices to meet the Campaign's current and foreseeable expansion requirements. The Campaign's foreseeable needs for contiguous office space for the next three years are presented in the chart below:

Year	# Internal Contiguous Offices	#Senior Contiguous Offices
1996/97	7	6
1997/98	8	7
1998/99	10	9

The UI agrees to provide the Campaign with contiguous internal and senior office spaces to meet the future expansion needs identified above. The negotiated rates for office space are presented in Attachment B.

Property Management and Related Services

The UI agrees to provide the Campaign with property management and related services throughout the term specified on page one (1) of this Agreement. The UI agrees to provide the Campaign with the level of property management services and facilities typically provided to tenants in Class A Office buildings, including, but not limited to, maintenance, janitorial and engineering service, after hours security service, lobby concierge/information desk, waste and refuse removal, restrooms, freight and regular elevator service, regularly scheduled window washing of all exterior windows, refrigerated drinking fountain, daily maid service, electricity, adequate ventilation, heating, air conditioning, (in season), etc.

Building Directory/Signage.

The UI agrees to provide the Campaign with signage throughout the term specified on page one (1) of this Agreement. The UI agrees to provide the Campaign with signage, similar to that on existing UI corridor doors, which bears the name "The National Campaign to Prevent Teen Pregnancy" on the hallway door (not the UI's main entrance) providing immediate ingress and egress to the Campaign's office space.

Conference Rooms

The UI agrees to provide the Campaign with access to conference rooms throughout the term specified on page one (1) of this Agreement. The UI agrees to provide the Campaign with access to the existing conference rooms on a first-come, first-served basis, as is the policy for UI staff. Campaign staff will make their best efforts make conference room reservations as soon as meeting dates are known. The UI will provide staff assistance to Campaign staff in setting up rooms to accommodate Campaign meetings.

2. Accounting/Financial Services

During the Campaign's start-up period, the UI agrees to provide Accounting services, including, accounts payable, accounts receivable, grants management and reporting, contract administration and other financial services. The negotiated rates for accounting/financial services are presented in Attachment B.

3. Facility Services:

The UI agrees to provide the Campaign with facility services throughout the term specified on page one (1) of this Agreement. The negotiated rate for facility services is included in the office space rate presented in Attachment B.

3a. Mail/Delivery Services

The UI agrees to provide the Campaign with mail and delivery services throughout the term specified on page one (1) of this Agreement. The negotiated rate for mail and delivery service is presented in Attachment B.

3b. Reception Services

The UI agrees to provide the Campaign with reception services throughout the term specified on page one (1) of this Agreement. The negotiated rate for reception services is included in the office space rate presented in Attachment B.

3c. Copy Services

The UI agrees to provide the Campaign with photocopying services throughout the term specified on page one (1) of this Agreement. The negotiated rate for copy services is presented in Attachment B.

3.d. Vendor Delivery Services

The UI agrees to provide staff support for the Campaign's vendor deliveries throughout the term specified on page one (1) of this Agreement. The negotiated rate for facility services is included in the office supply rate presented in Attachment B.

space

4. Office Supply/Equipment/Furniture

The UI agrees to provide the Campaign with access to it's supply, furniture and equipment vendors, upon request, throughout the term specified on page one (1) of this Agreement. There is no cost for this service.

5. Telecommunications Services

The UI agrees to provide the Campaign with telephone and facsimile equipment, local and long-distance service, PBX features and services, Voice mail, and staff support throughout the term specified on page one (1) of this Agreement. The negotiated rate for telecommunications services is included in the telecommunications rate presented in Attachment B.

6. Computer Services

The UI agrees to provide the Campaign with personal computer support services, including, hardware, software, E-Mail, Internet access, equipment repair/replacement, training, resource books, orientation, and staff support throughout the term specified on page one (1) of this Agreement. The negotiated rate for computer services is included in the computer services rate presented in Attachment B.

7. Library Services

The UI agrees to provide one member of the Campaign's staff with full access to all library and staff support services throughout the term specified on page one (1) of this Agreement. The UI agrees that all Campaign staff will have access to the non-reference section and materials (CD-ROM databases, on-line search stations, periodicals, and other materials which may be used in the library) housed in the library's collection. The negotiated rate for library services is based on the salary of one employee, and is included as the library service rate presented in Attachment B.