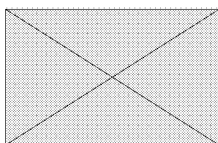


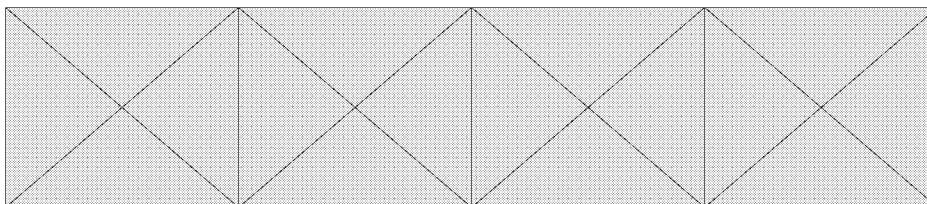
To: Warren, David[DWarren@nrahq.org]; Spray, Craig[CSpray@nrahq.org]
From: Supernaugh, Lisa
Sent: 2019-06-05T14:54:50Z
Importance: Normal
Subject: Membership - MMP
Received: 2019-06-05T14:54:52Z
[MMP Contract 2011.pdf](#)
[MMP Amendment 2017 Par.9 TERM.pdf](#)
[MMP Amendment 2015.pdf](#)
[MMP Amendment 2015 Par. 9 TERM.pdf](#)



Lisa L. Supernaugh
Managing Director Executive Operations
Executive Offices


lsupernaugh@nrahq.org

National Rifle Association | 11250 Waples Mill Rd, Fairfax, VA 22030



This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify the sender immediately, delete the message from your computer, and do not forward it.

PX-1695

Index No. 451625/2020 (JMC)

NRA-NYAGCOMMDIV-00867561

FIRST AMENDMENT

This amendment ("First Amendment") is dated April 22, 2015, and that certain agreement (the "Agreement") dated December 1, 2011, between Membership Marketing Partners, LLC, a Delaware limited liability company with its business address at 11250 Waples Mill Road, Suite 310, Fairfax, VA 22030 ("ACG") and the National Rifle Association of America, a New York corporation, with offices at 11250 Waples Mill Road, Fairfax, VA 22030 (the "NRA") is amended as follows.

Paragraph 9 of the Agreement as amended by the First Amendment is hereby amended to read as follows:

9. TERM

This Agreement shall be extended for a five (5) additional years commencing on December 1, 2016. This Agreement shall be automatically extended for successive three (3) year extensions unless one party notifies the other, in writing, of its intent not to so further extend this Agreement. This written notice of non-extension shall be dated and delivered by certified mail, return receipt requested, not later than one hundred eighty (180) days prior to the end of the current term.

All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures continue on next page.]

In Witness Whereof, the parties agree to this Amendment as of the date first above written.

National Rifle Association
A Non Profit Corporation

By: [Signature]
Authorized Signatory

4/22/15
Date of Signature

By: Wayne L. Parn 4/22/15
Authorized Signatory

4/22/15
Date of Signature

Member Marketing Partners, LLC
A Delaware Limited Liability Company

By: [Signature]
Murray Drechsler
CFO
4/22/15
Date of Signature

By: [Signature]
Richard Casares
Vice President
4/22/2015
Date of Signature

CONTRACT REVIEW SIGNATURE SHEET

Contract Name: MEMBERSHIP MARKETING PARTNERS, LLCAmount: \$4,800,000Negotiated By: Wilson H. PhillipsDivision: TREASURER'S OFFICEResponsible Officer Approval: Wilson PhillipsBusiness Case Analysis Prepared By: Wilson PhillipsDate: 12-12-11

Legal Review: [Signature] 1/12/12
Remarks: [Signature] (Date)
(Office of General Counsel)

Purchasing Review: N/A
(Purchasing Division) (Date)

Financial & Business Review: [Signature] 1/12/12
(Financial Services) (Date)

[Signature] 12/12/11
(Treasurer's Office) (Date)

Executive Vice President: Wm L. Pa
(Date)

Signature required over \$100,000 – Contracts cannot be entered into or executed without prior written approval from the President and First or Second Vice President.

President:  1-24-12
(Date)

1st Vice President: _____
(Date)

2nd Vice President: _____
(Date)

Please return to the Office of the Secretary

**Signature required over \$100,000 – Contracts cannot be entered into or executed
without prior written approval from the President and First or Second Vice
President.**

President: _____ (Date)

1st Vice President: _____ (Date)

2nd Vice President: Alan D. Cors 2/7/2012
(Date)

Please return to the Office of the Secretary

Attachment 2

BUSINESS CASE ANALYSIS SHEET

Contract Name: Membership Marketing Partners, LLC

Purpose: Membership Prospecting and Renewal

Yearly Dollar Amount: \$4,800,000 plus Out-of-Pocket Expenses

Terms on the Contract: Five years

Final Bidders: 1. Single Source

Analysis Prepared By: Wilson H. Phillips Jr.

Date: December 12, 2011

Analysis: PM Consulting has sold its assets and is winding down following the retirement of Brad O'Leary. This contract represents the portion of services formerly performed by PM Consulting that are related to membership marketing for new members and renewal of existing members. The specific services and duties are specified in the contract in Section 1. Old provisions for \$.05 per piece mailed and performance premiums are not included in this contract.

Other services formerly performed by PM Consulting will be provided in other contracts in order to more clearly indicate services and to facilitate state filings. When taken in the aggregate, the new contracts should result in a savings to NRA of \$2 to \$2.5 million in 2012.

*This contract is single source under provisions set forth in NRA's purchasing policy. Although ownership has changed, the huge volume of day-to-day work is being performed by consultants who have been actively involved in NRA membership activities for many years. The contract does provide, however, that third parties may be allowed to test mailings against existing control panels. This is a case where we know who the potential bidders for membership services are and believe strongly that our efforts were better placed toward negotiating improved contracts and focusing on new and improved member acquisition methods rather than diverting attention away from the task of maintaining a strong membership in an important election year.

AGREEMENT

This AGREEMENT (the "Agreement") is effective as of December 1, 2011 (the "Effective Date") and is between Membership Marketing Partners, LLC, a Delaware limited liability company with its business address at 11250 Waples Mill Road, Suite 310, Fairfax, VA 22030 ("MMP") and the National Rifle Association of America, a New York corporation, with offices at 11250 Waples Mill Road, Fairfax, VA 22030 ("NRA"). It is based on the following facts and circumstances:

RECITALS

- A. NRA, established in 1871, is a nonprofit, membership organization.
- B. MMP is a full service direct marketing agency that acts as an advisor to nonprofit membership organizations. MMP plans, manages, advises, or acts as a consultant or advisor in connection with membership acquisition, maintenance and support for, or on behalf of, nonprofit membership organizations.
- C. The parties desire to enter into a written agreement to pursuant to which MMP will advise and consult with the NRA in connection with membership acquisition, maintenance and support of its membership.
- D. The parties also agree that the basic services provided by MMP to the NRA are all designed to assist NRA with its membership acquisition, maintenance and support.
- E. Therefore, in consideration of the mutual promises:

AGREEMENT

1. SERVICES AND DUTIES

MMP will perform the following basic services for NRA's membership acquisition, retention, and renewal programs, including the following:

- a. Remain familiar with the business of NRA and the industry in which it operates, and provide membership acquisition and retention services for NRA's Membership Division.
- b. Provide membership acquisition, renewal and retention strategies and creative services through the following channels which include, but are not limited to: mail, e-commerce, text messaging, mailing inserts, advertising, social networks, television and any other available channels of communication with members and prospective members.
- c. Provide direct marketing promotional services to the NRA, for programs that include, but are not limited to: membership upgrade, special membership renewal programs, affinity marketing, web design, television and radio promotions, event design and management, and preparation and production of written and e-commerce materials, as necessary to secure membership acquisition, retention, and renewal.

- d. Prepare layouts, copy, scripts, ad layouts, electronic files, event management plans, and any other elements and materials to be used in advertising and direct marketing promotions which shall be approved by NRA management prior to any use.
- e. Produce and/or purchase artwork for direct marketing programs.
- f. Obtaining television production for (digital audio-visual media) commercials and promotional announcements; short-form and long form digital audio visual media advertising and promotional programs all with content and creative approvals by NRA management inclusive of any use or distribution thereof.
- g. Order advertising space, time or other means for transmitting NRA's advertising as required, and forward advertising materials to designated media with proper instructions.
- h. Coordinate technical production of direct marketing projects with vendors and set up necessary timetables for meeting of promotion deadlines.
- i. Provide recommendations for premiums and special offers to be used in membership promotions.
- j. Provide budgeting and financial planning membership acquisition, retention, and renewal programs.
- k. Provide estimates of anticipated results for membership acquisition, retention, and renewal programs.
- l. Provide strategy for and coordination with NRA customer service operations for membership acquisition, retention, and renewal programs.
- m. Upon written request of NRA management, MMP will advance funds as needed for direct payment of expenses which include, but are not limited to, printing, postage, creation of video and audio promotions, advertising placement, data processing, mailing list acquisition, preparation of reports, elements and talent needed to create promotional art. Should MMP advance funds under this paragraph at NRA management's written request, NRA will pay reimbursement invoices for such amount shall be due upon receipt.
- n. Design and implement email campaigns designed to add members and trial members to the NRA.
- o. Design and implement social media campaigns designed to add members and trial members to the NRA.
- p. As agent for NRA, MMP will arrange for the purchase of all materials and services required for each project, and secure where possible three bids unless otherwise directed by NRA management. Bid selection procedure shall be subject to prior approval by NRA on projects over

\$50,000; if it is not feasible to obtain NRA's prior approval, MMP shall select the lowest bid, or the vendor who can meet a critical deadline if one is directed by the NRA. MMP will bill NRA for its reimbursable costs, as more particularly described below, which will include envelopes, flatwork, laser printing, postage, list rental, letter shop services, lock box services, computer list maintenance and other ordinary and necessary expenses.

q. Provide periodic statistical data on the results of all projects as required by the NRA board; provided however, MMP's obligation to provide such data on the results of projects is dependent upon NRA supplying relevant information to MMP as MMP may reasonably request.

r. Submit budget sheets for project for NRA approval.

s. Create and maintain a system for NRA and MMP management approval for signoff of all projects.

t. Comply with all State or Federal laws, regulations and mandates that require registration of this contract or any activities that are undertaken pursuant to this contract.

u. The parties agree that the foregoing list of services is not exclusive and ACG will provide such other services as the parties mutually agree upon. For purposes of this Agreement, all services to be provided by ACG shall be referred to as "Services".

v. NRA has the right to control the content, volume and timing of all fundraising campaigns. ACG shall not proceed toward any communications to NRA members, prospective members, donors or prospective donors, unless ACG has received express written approval of the details of the communication including, but not limited to: layouts, copy, scripts, ad layouts, electronic files, event management plans, artwork and other elements and materials proposed for use in any such communication.

w. Neither ACG, nor any subcontractor that ACG may hire, controls money for the NRA; and at all times the NRA will maintain custody and control of funds raised.

2. COMPENSATION AND REIMBURSEMENT. NRA shall compensate MMP for its Services as hereinafter set forth:

a. Management Fee. MMP shall receive a management fee for providing basic services of the amount listed on Schedule A to this agreement. The parties agree that Schedule A shall be reviewed periodically at the request of either party and at least once per year. Any management fee increases shall be limited to 10% annually. The first annual review date is December 31, 2012.

b. Production Costs. NRA shall pay MMP for the following out-of-pocket expenses that MMP incurs, per submitted invoice, on NRA's behalf: art costs (including, but not limited to, illustrations, photography, typography, lithographs, engraving, electrotypes, printing, paper, artwork and comprehensive layouts); web page creation; e-commerce support; and finally, elements and talent needed to create promotional art.

c. Special Projects. The NRA shall pay MMP a mutually approved fee for services in carrying out special projects requested by the NRA (collectively referred to as "Special Projects"). The parties agree to use their best efforts to design such Projects so that a fixed, flat fee may be estimated and agreed upon in advance for such Projects.

d. Customary Markup: From time to time it will be necessary for MMP to contract with mutually approved third party vendors to perform services relating to the objectives and mandates of this Agreement. In any such case, MMP will have the right to bill the NRA the costs of such third party vendor services with a customary mark-up no greater than 15% to compensate MMP for its costs and the management of the third party vendors related to executing each applicable project.

3. BILLING

a. All fees for Services payable pursuant to this Agreement shall be billed to the NRA on or about the last day of each month, providing that billings for reimbursement for costs shall be billed to the NRA periodically, as appropriate.

b. The NRA agrees to pay MMP for its Services within 30 days after receipt from MMP of each undisputed invoice. If any portion of a non-disputed invoice remains unpaid 30 days after its receipt by the NRA, such portion will be subject to a 0.5% monthly finance charge by MMP, provided, however, that no interest shall apply to any disputed portion resolved in the NRA's favor.

4. AUTHORIZATION

a. MMP will obtain NRA's prior authorization before making any commitment on NRA's behalf that entails a contractual obligation or exceeds a budgeted, stated or probable total expenditure greater than fifty thousand dollars (\$50,000).

b. MMP will provide the NRA with budget estimates for production and distribution of communications for example, direct marketing packages designed to, raise money and increase program support for the NRA. The NRA's written approval of a particular job budget ("NRA Job Budget Approval") authorizes MMP to contract with vendors needed to do the job or Project on behalf of NRA. Only based on NRA Job Budget Approval, the MMP contracted vendors will bill the NRA directly for their services and the NRA will be responsible for payment of those invoices of third party vendors. In purchasing materials or services on the NRA's behalf, MMP will be acting as the NRA's agent only within the scope of the NRA Job Budget Approval.

5. EXCLUSIVE

This Agreement is exclusive; provided, however, the NRA, with the help of and though MMP will allow all legitimate outside creative agencies, including MMP, to submit copy for approval and mailing to prospect names. Such outside creative agencies shall be compensated as may be mutually approved if their work is applicable to a Project.

6 INTELLECTUAL PROPERTY

a. Unless otherwise agreed in writing, all rights concerning all ideas, slogans, plans, advertising or promotional materials or intellectual property of any kind, created or acquired by MMP in connection with its duties under this Agreement (including business information; software, processes or procedures) shall be the exclusive property of NRA. MMP does hereby assign all right, title and interest in same to the NRA. MMP further agrees to take all actions and execute all documents which may be helpful to ensure that all such intellectual property is owned solely by NRA. If MMP engages third parties who create intellectual property in connection with the services that are the subject of this agreement, MMP shall ensure that such third parties execute agreements which ensure that NRA is sole owner of the intellectual property created or acquired in order to perform the services subject to this agreement.

b. MMP shall be responsible for obtaining the necessary contracts and releases with or from all parties whose intellectual property, names, likenesses, testimonials, scripts, musical compositions or similar materials or rights are used in the NRA's advertising, direct marketing, promotional, publicity or other materials prepared and produced by MMP under this Agreement, except where the NRA specifically undertakes to be responsible for obtaining the same.

7. INDEMNIFICATION

a. MMP agrees to indemnify, hold harmless and defend NRA from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) the NRA may incur or be liable for as a result of any claim, suit or proceeding made or brought against the NRA based upon or arising out of any advertising, direct marketing, promotional, publicity or other materials created and furnished by MMP or its employees, agents, contractors or similarly situated persons or entities alleging invasion or privacy, or misappropriation or infringement of intellectual property rights.

b. MMP agrees to indemnify and hold harmless and defend NRA from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) NRA may incur or be liable for as a result of any claim, suit or proceeding made or brought against NRA based upon or arising out of actions, errors or omissions of MMP or its employees, agents, contractors or similarly situated persons or entities.

8. AUDIT

To promote proper performance of this Agreement, at either party's reasonable request, the other party shall make relevant records available at reasonable times and in a manner that does not unreasonably affect its operations.

9. TERM

This Agreement shall remain in full force and effect for a five (5) year term from the Effective Date set forth above unless sooner terminated as set forth herein below, or further extended by mutual written

agreement of the parties. Unless there is a termination as set forth below, this Agreement shall be automatically extended for successive three (3) year extensions unless one party notifies the other, in writing, of its intent not to so further extend this Agreement. This written notice of non-extension shall be dated and delivered by certified mail, return receipt requested, not later than one hundred eighty (180) days prior to the end of the current term.

10. TERMINATION

a. This Agreement may be terminated by either party in the event the other party defaults on the performance of a material obligation hereunder upon written notice pursuant to Paragraph 11 hereof; provided, however, that the defaulting party shall have sixty (60) days to initiate a mutually agreeable cure for such default, in which case this Agreement shall not be terminated.

c. If the NRA terminates this Agreement, the NRA pays MMP the following:

1. All undisputed fees for satisfactory Services, whether invoiced or not, which have accrued as of the effective date of the termination; and
2. All undisputed costs and expenses reimbursable under this Agreement which were properly incurred by MMP prior to the effective date of the termination.

11. NOTICE

Any notice contemplated hereunder to be given by either party shall be deemed given if: (1) delivered in person, (2) by federal express or overnight mail, addressed to the Chief Executive Officer of the respective parties at the then existing headquarters and/or principal place of business of MMP and/or the NRA; or (3) deposited in the United States mail, properly stamped as first class mail with required postage affixed, addressed to the Chief Executive Officer of the respective parties at the then existing headquarters and/or principal place of business of MMP and/or the NRA.

12. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning clients, members, prospective members, donors, prospective donors, customers, trade secrets, methods, processes or procedures, or any other confidential, financial, membership, donor, or business information, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement. The parties further agree that this Agreement may be disclosed as lawfully required by any regulatory agency.

13. GOVERNING LAW

This Agreement and any disputes arising hereunder shall be governed by and construed under the laws of the Commonwealth of Virginia, and/or, if applicable, federal law and treaties. The parties hereto agree that all legal proceedings relating to this Agreement shall be maintained exclusively in courts sitting within the County of Fairfax, Virginia, unless there is federal subject matter jurisdiction in which case the proceedings may be maintained exclusively in the United States District Court for the Eastern District of Virginia,

Alexandria Division. The parties hereby consent to and subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceedings relating to this Agreement shall lie exclusively with such courts. Nothing herein shall be construed as a waiver of an appeal.

14. HEADINGS

The headings appearing in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof. In the event of a conflict between the headings and the content of a section, the content of the section will control.

15. NON-SOLICITATION.

During the term of this Agreement, and for a period of twelve (12) months following the term of this Agreement, neither party shall, directly or indirectly, alone or in conjunction with any other person or entity: (a) employ, engage or seek to employ or engage any employee of the other party unless such employee's employment is terminated, or (b) cause or attempt to cause an employee of one party, to resign or sever his or her employment. Each party to this Agreement acknowledges that a breach of this section will cause irreparable harm not compensable by monetary damages and therefore any party shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. These rights shall be in addition to and without prejudice to such other rights a party may have at law or in equity.

16. SURVIVAL OF TERMS.

The terms of this Agreement which by their nature seem likely to have been intended to survive expiration, termination or other ending of this Agreement shall survive. Such terms include, but are not limited to terms concerning indemnification, intellectual property, confidentiality, audit and governing law.

17. ASSIGNMENT

This Agreement may not be assigned by either party without the consent of the other party.

[Signatures continue on next page.]

In Witness Whereof, the parties agree to this Agreement as of the date first above written.

National Rifle Association,
A Non Profit Corporation

By: _____
Authorized Signatory

Date of Signature

By: _____
Authorized Signatory

Date of Signature

Membership Marketing Partners, LLC
A Delaware Limited Liability Company

By: _____
Murray Drechsler
CFO

Date of Signature

By: _____
Richard Casares
Vice President

Date of Signature

SCHEDULE A

To the Agreement between Membership Marketing Partners, LLC (MMP)
and the National Rifle Association of America (NRA)

Section 2.a.

Effective December 1, 2011 the Management fee payable to MMP under this Agreement shall be \$400,000 per month.

SECOND AMENDMENT

This amendment ("Second Amendment") is dated January 30, 2017, and that certain agreement (the "Agreement") dated December 1, 2011, as amended April 22, 2015 ("First Amendment"), between Membership Marketing Partners, LLC, a Delaware limited liability company with its business address at 11250 Waples Mill Road, Suite 310, Fairfax, VA 22030 ("ACG") and the National Rifle Association of America, a New York corporation, with offices at 11250 Waples Mill Road, Fairfax, VA 22030 (the "NRA") is amended as follows.

Paragraph 9 of the Agreement as amended by the First Amendment is hereby amended to read as follows:

9. TERM

This Agreement shall be extended for five (5) additional years commencing on December 1, 2021. This Agreement shall be automatically extended for successive three (3) year extensions unless one party notifies the other, in writing, of its intent not to so further extend this Agreement. This written notice of non-extension shall be dated and delivered by certified mail, return receipt requested, not later than one hundred eighty (180) days prior to the end of the current term.

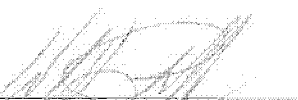
All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures continue on next page.]

In Witness Whereof, the parties agree to this Amendment as of the date first above written.


National Rifle Association
A Non Profit Corporation

By: 
Authorized Signatory
January 30, 2017

By: 
Authorized Signatory
January 30, 2017

Member Marketing Partners, LLC
A Delaware Limited Liability Company

By: 
Murray Drechsler
CFO
January 30, 2017

By: 
Richard Casares
Vice President
January 30, 2017

FIRST AMENDMENT

This amendment (“First Amendment”) is dated April 22, 2015, and that certain agreement (the “Agreement”) dated December 1, 2011, between Membership Marketing Partners, LLC, a Delaware limited liability company with its business address at 11250 Waples Mill Road, Suite 310, Fairfax, VA 22030 (“ACG”) and the National Rifle Association of America, a New York corporation, with offices at 11250 Waples Mill Road, Fairfax, VA 22030 (the “NRA”) is amended as follows.

Paragraph 9 of the Agreement as amended by the First Amendment is hereby amended to read as follows:

9. TERM

This Agreement shall be extended for a five (5) additional years commencing on December 1, 2016. This Agreement shall be automatically extended for successive three (3) year extensions unless one party notifies the other, in writing, of its intent not to so further extend this Agreement. This written notice of non-extension shall be dated and delivered by certified mail, return receipt requested, not later than one hundred eighty (180) days prior to the end of the current term.

All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures continue on next page.]

In Witness Whereof, the parties agree to this Amendment as of the date first above written.

National Rifle Association
A Non Profit Corporation

By: [Signature]
Authorized Signatory

4/22/15
Date of Signature

By: Wayne L. P... 4/22/15
Authorized Signatory

4/22/15
Date of Signature

Member Marketing Partners, LLC
A Delaware Limited Liability Company

By: [Signature]
Murray Drechsler
CFO
4/22/15
Date of Signature

By: [Signature]
Richard Casares
Vice President
4/22/2015
Date of Signature