**Agreement and Plan of Becoming a Section**

This agreement and plan of becoming a section (this “Agreement”), is made on November \_\_\_, 2018 is by and between Deaf in Government (formerly known as Deaf and Hard of Hearing in Government, or DIG for short), a 501(c)(3) organization, and the National Association of the Deaf (NAD), a 501(c)(3) organization. The parties are referred to singularly as “Party” and jointly as “Parties.”

**Recitals**

WHERAS, the Parties intend DIG to become a section of NAD. The separate existence of DIG will dissolve and NAD, as the acquiring entity, will survive as NAD (the “surviving entity”) with DIG as one of its sections.

WHERAS, the Parties intend the transition from DIG to a section of NAD to be reorganization for DIG during its time as a section.

WHERAS, all assets and liability of DIG will remain restricted to the DIG Board and its operations during its time as a section and all assets and liability will return to DIG if DIG decides to re-establish itself as an independent entity.

**Terms and Conditions**

Section 1. Becoming a Section

1a. Effect of transition: Effective immediately upon approval of the NAD Board, DIG will no longer function as an independent entity. The DIG’s Article of Incorporation and By-laws will resolved and the new officers of DIG Section will implement new by-laws under the guidance of NAD staff.

1b. Board Officers of DIG Section: The current DIG board members will serve as new board officers of the new section. A special election for five officer positions (President, Vice President, and three Board Members at Large) will take place after DIG’s initial transition to section. As a section, DIG board officers will host special election to replace current officers.

1c. Use of DIG’s fund: All current assets of DIG will remain restricted to DIG operations. Use of DIG fund can be used to reimburse NAD membership and section fees for DIG section board members and/or its volunteers. Reasonable DIG business-related travel expenses may be reimbursed to any volunteer(s) of DIG section upon approval of the DIG section board.

1d. Dissolution of DIG Section. Should either DIG or NAD decide to dissolve DIG section anytime after the transition, (a) DIG board officers and DIG section members can apply for 501(c)(3) status to become independent entity with all DIG’s assets transferred to DIG as independent entity, or (b) with mutual agreement upon writing of current DIG Board members, all DIG’s assets will become an endowment fund for Deaf government employees.

Section 2. Termination

2a. Failure to obtain NAD Board approval. This Agreement will automatically terminate in the event that it is brought to a vote and not adopted by either: (a) the board of directors of NAD, or (b) the board of directors of DIG entitled to vote on the matter.

2b. Other Termination. This Agreement may be terminated and abandoned anytime by mutual agreement of the Parties or by either Party if any condition provided in this Agreement has not been satisfied or waived.

2c. Effect of Termination. Upon termination, this Agreement will become wholly void and of no effect, without liability or obligations on part of either Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

Deaf in Government

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