# Affiliate Agreement

This Affiliate Agreement (“Agreement”) is entered into as of , 20 (“Effective Date”), between [ \_], a California nonprofit public benefit corporation (“Client”), and

 , a (“Affiliate”).

## Background

1. Client is a nonprofit organization whose mission is to [ ].
2. The [ ]program (“Program”) of Client is a nationally recognized model for providing [ ].
3. Affiliate is a nonprofit corporation whose mission is to [ ].
4. To further its mission and serve more [ ], Client desires to make available to Affiliate, and Affiliate wishes to carry out, a Program in its community on the basis set out in this Agreement.

## Client and Affiliate agree as follows:

1. **Core Terms**

#### Grant of Affiliation

Client grants to Affiliate and Affiliate accepts the non-exclusive right to operate the Program and, for that purpose, to use the Program model and methodologies ("Program Model"), all on the terms set out in this Agreement. Affiliate may operate the Program only in the

 metro area ("Region"). Client will not establish relationships with other organizations to operate a Program in the Region.

#### Initial Term

The term of this Agreement will be three years from the Effective Date, unless terminated earlier as provided in Section 11.

#### Renewal

This Agreement may be renewed for successive three year terms. If Affiliate seeks to renew this Agreement, Affiliate will deliver to Client a written request to renew at least 90 days prior to the expiration of the then current term. Client may in its sole discretion decide whether to renew and will notify Affiliate of its decision at least 30 days prior to the expiration of the then current term. Failure by either Affiliate or Client to deliver a timely notice under this Section 1.3 will be treated as a decision not to renew.

#### Fees

In consideration for the grant of affiliation, license of the Marks (as defined in Section 7.2), and services provided by Client under this Agreement, Affiliate will pay to Client the fees specified in **Exhibit A** ("Program Plan").

## Program Operations

#### Core Elements and Activities

Affiliate will operate the Program with due care, in accordance with the Program Plan and consistent with any standards ("Program Policies") established by Client. Affiliate will work to achieve any outcomes that may be specified in the Program Plan. Client may set out the Program Policies in an operating manual or other documents.

#### Program Refresh

Client seeks to learn from its own experience and that of its affiliates in operating the Program. As such, Client may at any time refresh or otherwise change the Program Model

*Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.*

and related Program Polices in its sole discretion. Affiliate will thereafter operate the Program in a manner reflecting those changes, it being understood that Client will try to seek the input of Affiliate, prior to implementation, about any proposed material change.

#### Management Responsibility

Affiliate will have sole responsibility for the planning and implementation of the Program and related operations, including, without limitation, establishing a budget, securing [ ], and paying expenses it may incur in its operations. Affiliate may adopt its own policies for its Program which are not inconsistent with this Agreement or any Program Policies.

#### Staffing

Affiliate will have sole responsibility to select, train, and supervise volunteers and to hire, terminate, discipline, fix the compensation of, prescribe the duties of, and establish the terms of employment of its employees. Client will have no authority with respect to employment policies or decisions of Affiliate.

#### Contracts

Affiliate may be required to enter into contracts with third parties, including [ ] and government authorities, to fund and operate the Program and otherwise carry out its responsibilities under this Agreement. Affiliate will comply with the terms of these contracts. These contracts will be the sole responsibility of Affiliate; Client will not guarantee, assume responsibility for, or otherwise be liable for them.

#### Technical Assistance

Client will provide technical assistance, training, and coaching to Affiliate in planning and implementation of the Program, as set out in the Program Plan.

#### Program Materials

Client may provide Affiliate with orientation materials, methodologies, protocols, training modules, templates, videos, information, designs, software, reports, documents, and other materials for Affiliate's use in operating the program (collectively, “Program Materials”). Client licenses these Program Materials to Affiliate in accordance with Section 7.1.

## Funding and Fundraising

#### Affiliate Responsibility

Affiliate will be solely responsible for funding its operation of the Program, including, without limitation, raising private funds and securing government contracts, except as otherwise provided in this Agreement. Affiliate’s initial fundraising targets are set out in the Program Plan.

#### Information about Fundraising Efforts

Affiliate will keep Client informed about its fundraising efforts. This includes, without limitation, providing information about amounts received or committed from funders and information about potential institutional funding sources, and making available Affiliate’s fundraising materials for review by Client.

#### Fundraising Guidance

Client may provide assistance to Affiliate on general methods and strategies for raising funds for the Program, including techniques for seeking and obtaining seed funding for commencing operations. Client may in its sole discretion provide additional fundraising assistance with specific potential funders, including public agencies. This may include, without limitation, assistance with identifying and approaching potential funding sources, developing fundraising materials, writing grants, reviewing grant agreements, and planning fundraising events.

#### Pass-Through Seed Funding

Client may in its sole discretion provide seed funding to Affiliate for planning and commencing operation of the Program, as set out in the Program Plan. Client may enter into a funding agreement ("Funding Agreement") granting funds to Client which may be used to support

Affiliate's operation of the Program. Client will disburse all or a portion of the funds to Affiliate in accordance with the Funding Agreement and this Agreement. Affiliate will use any such funds solely for operation of the Program. Affiliate acknowledges that Client will be relying on information provided by Affiliate for purposes of complying with the Funding Agreement.

Affiliate will be bound to Client to the same extent that Client is bound to the funder under the Funding Agreement.

#### No Obligation to Provide Funds

Client will have no obligation to provide Affiliate with any financial support in the form of loans, advances, grants, expense reimbursement, deferral or waiver of fees due under Section 1.4, or otherwise, except as otherwise provided by this Agreement.

## Data Collection

#### Goal

Client's goal for the Program is [ ] across the United States. To help achieve this goal by demonstrating effectiveness of the Program at scale, Client collects data, from both its own operation of the Program and that of providers such as Affiliate, about Program participants and outcomes.

#### Participant Data Collection

Affiliate will collect and maintain data on Program participants ("Participant Data") as set out in the Program Policies.

#### Software System

Affiliate will use the [ ] software system (“System”) to collect, store, analyze, and share Participant Data. Client will provide Affiliate with access to the System for its use. Affiliate will comply with any applicable terms of use for the System.

#### Data System Training

Client will provide training to Affiliate on using the System, as provided in the Program Plan or otherwise determined by Client.

#### Participant Data Transmission

Affiliate will make Participant Data available to Client through the System and as otherwise requested by Client.

#### Ownership and Use of Participant Data

Affiliate acknowledges that Client will own and retain all rights, title, and interest in the Participant Data. Affiliate may use the Participant Data only for the limited purpose of operating a Program.

#### Evaluation

Affiliate will cooperate with Client and any consultants or others engaged by Client in connection with analysis of Participant Data and with evaluation of the design, execution, and outcomes of the Program. Client may publish the results of such evaluations but will not identify Affiliate or any Program participant without first obtaining written consent.

## Cooperation and Communication

#### Cooperation

Client and Affiliate acknowledge that the effectiveness of a collaboration depends in large part on the information provided and the actions undertaken by both parties. Client and Affiliate will cooperate in the operation of the Program, including, without limitation, providing timely access to data, information, and personnel and ensuring the accuracy and completeness of data and information provided.

#### Contact Person

Client and Affiliate will each appoint one individual to act as principal contact person and to coordinate activities. The initial appointees are identified in the Program Plan. Client and Affiliate each may change its contact person at any time and will so advise the other.

#### Reports

Affiliate will provide to Client the reports set out in the Program Plan and any other reports required by the Funding Agreement. Affiliate will promptly provide such Program, financial, and other information as may be reasonably requested by Client.

#### Periodic Meetings

Affiliate and Client will meet periodically, at such times and places as mutually determined by Client and Affiliate, to discuss development, status, progress, challenges, and other matters relating to Affiliate’s operation of the Program. Such meetings may take place in person, on the phone, or electronically.

#### Site Visits

Client, its representatives, and any funder that is a party to a Funding Agreement may, during normal business hours and with reasonable advance notice, periodically inspect Affiliate’s facilities, [ ] sites, and other locations where Program activities are or will be taking place. The presence of Client’s representatives or any funder will not limit or affect in any way Affiliate’s obligations under this Agreement.

#### Complaints

Affiliate will promptly notify Client of any significant or systemic complaints by Program participants, funders, or other Program constituents and provide Client, upon request, with full information and access to documents relating to any such complaints.

#### Affiliate Input

Client welcomes and values input from Affiliate about Program design and operations. Client may incorporate any information, ideas, recommendations, and materials from Affiliate in Client’s own operation of the Program, may share them with other affiliates or other third parties, and may reproduce and create derivative materials, all without approval of or payment to Affiliate.

#### Problems; Corrective Action

If Affiliate in its operation of the Program is not meeting Program objectives, standards, or outcomes, Affiliate will cooperate with Client in identifying and addressing the problem. Client may take such actions as its considers appropriate including, without limitation, increasing frequency of site visits, requiring Affiliate to provide additional information, providing additional training and technical support to Affiliate, limiting Program growth, or establishing a formal corrective action plan. Nothing in this Section 5.8 limits Client's rights under Section 11 to terminate this Agreement at any time by any reason of Affiliate's breach.

#### Funder Requirements

Client and Affiliate may each enter into grant or other funding agreements, such as a Funding Agreement described in Section 3.4, that require Client or Affiliate to share information with or license materials to the funder. Client and Affiliate will advise the other about such requirements, and subject to Section 8.1, grant to the other royalty-free licenses to provide information and materials to such funders.

#### Recordkeeping

Affiliate will maintain records in a manner such that Client can evaluate compliance with this Agreement, and will make those records available for review by Client on reasonable notice during the term of this Agreement and for a period of three years after its termination. Affiliate will reasonably cooperate with Client in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which Client is engaged.

#### Notice of Material Developments

Affiliate will promptly notify Client of: (a) any changes in its management team or key personnel responsible the Program; (b) any loss of its tax-exempt status; (c) any material adverse changes in the amount or source of financial support for its Program; and (d) any other development that has or could have a material adverse effect on its ability to operate the Program.

## Advocacy; External Communication

#### Advocacy

As part of its mission, Client engages in advocacy and policy work concerning [ ]. Client intends to coordinate discussions, events, information sharing, and networking opportunities related to national, state, or local policy matters and initiatives for [ ]. Client may invite Affiliate to participate in these opportunities. Affiliate will not engage in lobbying, electioneering, or other political activities or otherwise attempt to influence legislation on behalf of the [ ] program without Client’s prior approval.

#### No Authority to Speak for Client

Affiliate will hold itself out to the public as an independent entity. Affiliate will not hold itself out as an agent or representative of or purport to speak or act on behalf of Client, including, without limitation, making statements that purport to be official positions of Client.

#### Publicity by Affiliate

Affiliate may identify itself as an affiliate of Client operating the [ ] model in internal and external communications, including, without limitation, on its website and in its marketing or outreach materials in accordance with guidelines that Client may provide. Except as required by law, Affiliate will not issue any press release or other public statement (including on its website) relating to operation of its Program without obtaining Client’s prior written consent.

#### Publicity by Client

Client may in its sole discretion identify Affiliate and, subject to Section 8.1, describe its work with Affiliate under this Agreement in internal and external communications, including, without limitation, on its website and in its marketing or outreach materials. Client may use Affiliate’s name and logos in connection with these efforts.

## Intellectual Property

#### License for Program Materials and Program Model

Client grants Affiliate a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and distribute the Program Materials and to use the Program Model for the limited purpose of operating the Program. Affiliate may copy and distribute copies only with staff, participants, funders, and other interested parties. Client owns and retains all copyrights and all other rights, title, and interest in the Program Materials and Program Model and any other proprietary know-how or methodologies used or shared by Client in carrying out the Program. Affiliate acknowledges that the Program Materials and Program Model are proprietary to Client.

#### Trademark License

Client grants to Affiliate a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit B** (“Marks”) for the limited purpose of operating the Program. Client may modify, add, or delete the Marks in its sole discretion by providing Affiliate an updated copy of Exhibit B. If Client, in its sole discretion, changes the name of the Program, Affiliate will promptly modify its use of the Marks as directed by Client.

#### Use of the Marks

Affiliate may use the Marks on correspondence, documents, websites, clothing, outreach materials, and fundraising materials of any kind in connection with operating a Program. All such uses will be in a manner consistent with and incidental to the operation of the Program

by Affiliate. Affiliate will comply with the trademark guidelines set out in **Exhibit C** and any other guidelines that Client may establish. Affiliate will not combine the Marks with any other trademark, word, symbol, letter, design, or mark, without Client’s prior written consent.

#### Ownership of Marks

Affiliate acknowledges that (a) it has no interest in the Marks other than the license granted under this Agreement, (b) Client will remain the sole and exclusive owner of all right, title, and interest in the Marks, and (c) any and all goodwill the Marks will inure to Client. Affiliate will not directly or indirectly contest this ownership or the validity of the Marks. Nothing in this Agreement confers on Affiliate any right, title, or interest in the Marks other than the limited rights of use set out in this Agreement.

#### Quality Standards and Quality Control

Affiliate understands and agrees that it must at all times operate the Program in a manner consistent with the high standing, reputation, and goodwill of the Marks and of Client, and with the goals and values embodied within the Program Model and Program Policies. As such, and as contemplated by this Agreement, Client may monitor the quality and manner in which Affiliate operates the Program and uses the Marks. Affiliate will take such steps as Client reasonably requests with such monitoring, and acknowledges that Client may take any action it considers necessary to ensure that Affiliate's activities in operating the Program are consistent with the reputation for quality associated with the Marks and Client.

#### Management of Brand; No Disparagement

Client will be solely responsible for managing the [ ] brand and quality control at a national level. Client may require Affiliate to take or refrain from taking such actions as Client determines in its sole discretion are necessary to protect the [ ] brand. Affiliate will not use the Marks in a manner that is disparaging to or that could otherwise harm the goodwill associated with the Marks, or in any manner that suggests or implies a relationship between Affiliate and Client other than the relationship established by this Agreement.

#### Replication

Nothing in this Agreement confers on Affiliate any right, title, or interest in the Program other than the rights set out in this Agreement. Affiliates acknowledges that the Program Model, Program Materials, and the Marks are proprietary to Client and agrees that, if this Agreement is terminated or not renewed, Affiliate will not, without first obtaining the written consent of Client, operate a program that replicates the Program, uses in any way the Program Materials, or operates under a name or logo similar to those included in the Marks.

## Relationship

#### Confidentiality

In working together on the Program, Client and Affiliate may share non-public information (“Confidential Information”) with one another, including, without limitation, Participant Data and information about financial, funding, personnel, and other matters. Client and Affiliate will each use the other party’s Confidential Information only in connection with activities under this Agreement and will keep this information confidential. Confidential Information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this agreement, or information independently developed. All Confidential Information furnished under this Agreement is and will remain the property of the furnishing party.

#### Other Programs

Affiliate carries out programs in addition to the Program. Affiliate will operate these programs in manner such that they not interfere with, impair the effectiveness of, or damage the reputation of, the Program. Affiliate will not change its mission or terminate material other programs without first providing written notice to Client and consulting with Client about potential implications for Affiliate’s operation of the Program.

#### Independence

Client and Affiliate are and will remain independent contracting and collaborating charitable organizations. The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Affiliate has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner,” “affiliate,” or comparable term in any communication is solely for convenience.

#### No Obligation to Supervise

For clarity, nothing in this Agreement will be construed to create any obligation on the part of Client to supervise any of the activities of the Affiliate, notwithstanding any rights Client may have to obtain information from or to terminate Affiliate under this Agreement.

## Insurance and Indemnification

#### Insurance

Affiliate will carry or obtain the insurance specified in the Program Plan.

#### Indemnification by Client

Client will defend, indemnify, and hold Affiliate and its directors, officers, employees, agents, and assigns (collectively, “Affiliate Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from any third party claim that Affiliate’s use of any of the Marks, Program Materials, or Program Model in accordance with the terms of this Agreement infringes such party’s trademark, copyright, trade secret, or other rights. Client will not have any obligation to indemnify any Affiliate Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Affiliate Indemnified Party.

#### Indemnification by Affiliate

Affiliate will indemnify, defend, and hold Client and its directors, officers, employees, agents, and assigns (collectively, “Client Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys’ fees and expenses, resulting from: (a) Affiliate’s performance of activities under or breach of this Agreement; or (b) any claims by Program participants, landlords, funders, government agencies, employees, subcontractors, suppliers, creditors, tax authorities or other persons in a relationship with Affiliate. Affiliate will not have any obligation to indemnify any Client Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Client Indemnified Party.

## Liability

#### Injunctive Relief

Affiliate acknowledges and agrees that: (a) any breach by Affiliate of its obligations under Sections 7 and 8.1 will result in irreparable harm to Client which cannot be reasonably or adequately compensated in damages; (b) Client will be entitled to injunctive or other equitable relief with respect to such breach or imminent breach; and (c) Client will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Sections 7 and 8.1, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of the Marks, Program Materials, Program Model, and Confidential Information.

#### Limitation of Liability

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will either Client or Affiliate or their respective contractors, employees, agents, or third party partners or suppliers, be liable for any special indirect, incidental, consequential, punitive or exemplary damages (including, without limitation, loss of goodwill, or cost of cover) arising out of or relating to this Agreement, even if it or its authorized representative has been advised of the possibility of such damages.

#### Waiver of Claims

Affiliate waives any claims Affiliate may have against Client arising from any alleged goodwill created by Affiliate for the benefit of Client or from the alleged creation or increase demand for Client services. Affiliate will under no circumstances be entitled, directly or indirectly, to any form of compensation or indemnity from Client or to obtain an injunction, specific performance or other equitable remedy as a consequence of the termination of this Agreement for any reason.

## Termination

#### Mutual Agreement

This Agreement may be terminated by a writing signed by both Client and Affiliate that states their intent to terminate this Agreement and the date upon which such termination will take effect.

#### Voluntary Withdrawal by Affiliate

Affiliate may terminate and voluntarily relinquish its rights under this Agreement following its initial three-year term by providing Client with a written notice to that effect. The termination will be effective 30 days after receipt of notice by Client.

#### Termination for Breach by Affiliate

If Affiliate breaches any of its obligations under this Agreement, Client may provide Affiliate with written notice of the breach. If Affiliate fails to cure the breach within 30 days after receipt of such notice, Client may terminate this Agreement upon delivery to Affiliate of written notice to that effect, with the termination effective upon receipt of such notice by Affiliate. Client may in its reasonable discretion determine whether the breach has been cured.

#### Immediate Termination

Notwithstanding anything in this Agreement to the contrary, Client may immediately terminate this Agreement by giving written notice to Affiliate if Affiliate: (a) is unable to obtain seed funding as described in the Program Plan; (b) breaches any of its obligations under Section 7;

(c) commences any proceeding under any bankruptcy or insolvency law, dissolves, liquidates, or ceases to engage in its operations; (d) is debarred from receipt of government contracts or grants; (e) engages in activity or otherwise engages in conduct which, in Client’s sole opinion, reflects materially and unfavorably upon the reputation of Client, the Program, or the Marks or any associated goodwill; or (f) loses its tax-exempt status. Such a termination will be effective upon receipt of notice by Affiliate.

#### Effect of Termination

Upon expiration or termination of this Agreement, Affiliate will promptly cease any use of the Marks, Program Model, and Program Materials and Affiliate may no longer identify itself as an affiliate of Client. Affiliate will not accept new participants into the Program, seek funding for the Program, or enter into new contracts with third parties in connection with operation of the Program. Affiliate will cooperate with Client in any efforts to transition Affiliate's Program participants to another program. If requested by Client, Affiliate will promptly provide Client with information regarding the current status of (a) the tenancy of and services received, or to be received, by existing and potential Program participants, (b) existing and potential relationships with funders, or (c) existing and potential relationships with landlords. If requested by Affiliate, Client will provide Affiliate with a copy of the Participant Data collected by Affiliate while operating the Program.

#### Survival

Sections 4.6, 5.10, 7.4, 7.7, 8.1, 9.2, 9.3, 10, 11.5, 11.6, and 12 will survive the expiration or termination of this Agreement.

## General Provisions

#### Entire Agreement

This Agreement, together with its exhibits, expresses Client’s and Affiliate’s final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing or understanding between Client and Affiliate relating to its subject matter. If there are any inconsistencies between the Program Plan, any Program Policies, and this Agreement, this Agreement will control. If there are any inconsistencies between a Funding Agreement, this Agreement, or Program Plan, the Funding Agreement will control.

#### Amendment

This Agreement may be amended only as stated in and by a writing signed by both Client and Affiliate which recites that it is an amendment to this Agreement.

#### Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

#### Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

#### Assignment

Affiliate may not, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client, except that Affiliate may assign all of its rights and obligations under this Agreement without Client’s prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law. Client may assign or transfer its interest in this Agreement or engage in any merger, consolidation, sale of assets, reorganization, or other transaction at its sole discretion, without consent of or notice to Affiliate

#### Third Party Beneficiaries

Except as specifically provided in Sections 9.2, 9.3 and 10.2, this Agreement is for the exclusive benefit of Client and Affiliate, and not for the benefit of any third party, including, without limitation, any Program participant, landlord, funder, employee, affiliate, or vendor of Client or Affiliate.

#### Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to Client and Affiliate by mail, courier, fax, or email to the contact person identified in the Program Plan.

#### No Presumption Against Drafter

This Agreement will be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

#### Governing Law; Jurisdiction

This Agreement is governed by California law. Client and Affiliate consent to the exclusive jurisdiction of the state and federal courts for [ ] County, California.

#### Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Transmission by fax or PDF of executed counterparts will constitute effective delivery.

\* \* \* \* \* \* \* \* \* \*

Client and Affiliate signed this Agreement as of the Effective Date.

#### [Client] [Affiliate]

By: By: Name: Name: Title: Title:

**Exhibit A**

# Program Plan

**Affiliate contact information**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **Contact person** | Name:Title:E-mail:Telephone: |

**Client contact information**

|  |  |
| --- | --- |
| **Client address** |  |
| **Telephone** |  |
| **Fax** |  |
| **Contact person** | Name:Title:E-mail:Telephone: |

**[ ] Operations**

|  |  |
| --- | --- |
| **Core elements** |  |
| **Program activities** | [descr be other key elements of program] |

**Outcomes**

|  |  |
| --- | --- |
| **Outcome goals** |  |

**Fees**

|  |  |
| --- | --- |
| **Amount** | [Year 1: annual fee $ Year 2: annual fee $ Year 3: annual fee $ ] |
| **Timing** | [Affiliate will pay the annual fee to Client by [month] [day] each year] |

**Technical Assistance**

|  |  |
| --- | --- |
| **[Topic]** |  |

|  |  |
| --- | --- |
| **[Topic]** |  |

**Training**

|  |  |
| --- | --- |
| **[Topic]** |  |
| **[Topic]** |  |

**Fundraising**

|  |  |
| --- | --- |
| **Fundraising targets** | [Year 1: $ Year 2: $ Year 3: $ ] |
| **Client seed funding** | [Client will provide pass-through seed funding for the following target amounts:Year 1: % of target (or $ ) Year 2: % of target (or $ ) Year 3: % of target (or $ )] |
| **Other fundraising terms** |  |

**Reports**

|  |  |
| --- | --- |
| **[Outcome reports]** |  |
| **[Financial reports]** |  |
| **[Other reports]** |  |

**Insurance**

|  |  |
| --- | --- |
| **Affiliate insurance requirements** | [state insurance requirements] |

**Exhibit B**

# Marks

### [ ]

[insert other marks, including graphics]

**Exhibit C**

# Mark Usage Guidelines

These guidelines apply to the use of the Marks in connection with Affiliate’s operation of the Program.

**Use of Marks**

Affiliate will:

* use only Marks whose form, content, context, and intended use have been approved by Client.
* spell the Marks correctly and not abbreviate them.
* use capitalization consistently.
* use a proper trademark notice (® for registered trademarks, "TM" for unregistered trademarks, and "SM" for unregistered service marks).
* use the Marks only as an adjective in conjunction with operation of the Program, e.g.

*[ ]* program. Use of “[ ]” as a noun, a plural, or a verb is not appropriate.

* not take any action which gives the impression that Marks are owned by Affiliate, or which might adversely impact Client's reputation.
* not use the [ ] logo (“Logo”) without Client's prior written permission.

**Concerns**

Affiliate will:

* notify Client immediately of any improper or unauthorized use of the Marks by anybody.
* inquire with Client about proper trademark usage if questions or concerns arise.

**Logo**

When using the [ ] Logo, Affiliate will adhere to the following:

**Logo Elements.** The Logo consists of three elements: [ ]. The Logo should be reproduced in the following colors: [ ]. All elements of the Logo must be used.

**Logo Font.** The logotype is in the font .

**Clear Space.** To maintain the Logo characteristics, it must be surrounded by clear space free of any type or graphic.

**Size Requirements.** The Logo should never be reproduced smaller than mm high in print. For on-screen use, the minimum size of the Logo is pixels high.

**Usage on Colored/Textured Backgrounds.** When placing the Logo on a solid background other than black or white, the background color must not visually interfere with the colors of the logo. For example, the background must not be of any of the colors or any CMYK combination of these colors. When placing the Logo on a textured background, the overall coloration must be light enough for the Logo to be seen clearly.