



AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT is made this [redacted] day of [redacted], ____, by and between the JUMP\$TART COALITION FOR PERSONAL FINANCIAL LITERACY, non-profit corporation incorporated in the District of Columbia, whose principal office is at 919 18th Street, N.W., Washington, DC 20006 (hereinafter referred to as "JUMP\$TART"), and [redacted], [a non-profit corporation/association in the State [Commonwealth] of [redacted] (hereinafter referred to as "AFFILIATE").

WHEREAS, JUMP\$TART and AFFILIATE wish to cooperate to accomplish their common educational purposes, including, but not limited to, educating young people about personal financial management; and

WHEREAS, AFFILIATE wishes for JUMP\$TART to assist and support AFFILIATE in providing educational programs, information, discussion forums, and public relations programs for personal financial management (hereinafter referred to as "the Services") to accomplish their common purposes; and

WHEREAS, JUMP\$TART is a national organization that is capable of assisting AFFILIATE and coordinating AFFILIATE's provision of the Services with similar services provided by other AFFILIATES that are also affiliated with JUMP\$TART:

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by JUMP\$TART and AFFILIATE,

IT IS AGREED:

1. **Affiliation.** JUMP\$TART and AFFILIATE agree that they will use their best efforts to cooperate in the provision of the Services, as described in the corporate purposes of JUMP\$TART.
2. **License.**
 - a) **In general.** JUMP\$TART licenses AFFILIATE to use its name, and any and all trademarks or service marks that JUMP\$TART now or hereafter owns during the term of this Agreement, in connection with AFFILIATE's provision of services. In order to protect its goodwill, JUMP\$TART retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.
 - b) **Use.** During the term of this Agreement, AFFILIATE may use the name [State] Jump\$Tart Coalition for Personal Financial Literacy" (or a mutually acceptable variant thereof), and may advertise that it is affiliated with JUMP\$TART.
 - c) **Acknowledgement.** AFFILIATE acknowledges that JUMP\$TART is the lawful owner of the

name, "JUMP\$TART COALITION FOR PERSONAL FINANCIAL LITERACY", and of and its associated trademarks used in its business, and AFFILIATE agrees that it will take no action inconsistent with JUMP\$TART's ownership of its name and trademarks.

3. **Assistance.** JUMP\$TART agrees to assist AFFILIATE in the following activities:
 - a) **Administration.**
 - (1) Legal review of governing documents and amendments.
 - (2) National public affairs representation.
 - b) **Technical.** JUMP\$TART will provide AFFILIATE with information about AFFILIATE management.
 - c) **Education.** JUMP\$TART will assist AFFILIATE in developing and presenting educational programs.
 - d) **Funding.** JUMP\$TART will provide AFFILIATE with such funds as are approved by the JUMP\$TART's Board of Directors to aid in the development of AFFILIATE's activities.
4. AFFILIATE agrees to:
 - a) **Governing documents.** Adopt and maintain governing documents substantially like those attached to this Agreement, and to submit all proposed amendments to these governing documents to JUMP\$TART, for its review and approval, not less than 45 days before the date proposed for their adoption. AFFILIATE agrees not to adopt any amendments disapproved by JUMP\$TART.
 - b) **Operations.** Operate in conformity with its governing documents and (if applicable) remain in good standing under the law under which it is incorporated.
 - c) **Purposes and activities.** Be organized and operated at all times for educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986.
 - d) **Group tax exemption.** Authorize JUMP\$TART to include AFFILIATE in JUMP\$TART's group exemption (if any) under Section 501(c) (3) of the Internal Revenue Code of 1986.
 - e) **Federal and state laws.** Be organized and operated at all times in conformity with all other applicable Federal, state, and local laws, regulations, and ordinances.
 - f) **Reporting.** Provide JUMP\$TART with copies of its governing documents, policy statements, annual state corporation report (if any), IRS Form 990 or 990-EZ (if any), and other documents of AFFILIATE that may reasonably be requested by JUMP\$TART.
 - g) **Program evaluation.** Cooperate and participate with JUMP\$TART in an annual evaluation of AFFILIATE's activities.
 - h) **Committee work.** Provide personnel and technical assistance to JUMP\$TART committees, as may be requested from time to time.
 - i) **National cooperation.** Cooperate with JUMP\$TART and its other AFFILIATES in providing

regional and national services.

5. **Agency.** JUMP\$TART and AFFILIATE agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligation in the name of the other, not to use each other's credit in conducting any activities under this Agreement, and not to accept service of legal process against the other.
6. **Indemnification.** JUMP\$TART and AFFILIATE individually agree to indemnify and hold harmless each other and/or JUMP\$TART's members or other AFFILIATES for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred on account of any activities conducted by AFFILIATE and JUMP\$TART, respectively, pursuant to this Agreement. JUMP\$TART and AFFILIATE will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.
7. **Term.** This Agreement shall be effective on the date above written, and shall continue in effect until terminated pursuant to paragraph 8.
8. **Termination.**
 - a) **In general.** Either JUMP\$TART or AFFILIATE may terminate this Agreement upon 30 days' notice in writing to the other party.
 - b) **For cause.** Either JUMP\$TART or AFFILIATE may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement.
 - c) **Effect.** Upon termination of this agreement, JUMP\$TART shall have no further liability under paragraph 3, and AFFILIATE shall cease all use of JUMP\$TART's name, acronym, and logos.
9. **Mediation and arbitration of disputes.** The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation by JUMP\$TART'S legal counsel, or by arbitration under the rules of the American Arbitration Association. Unless otherwise agreed, the arbitration, if any, shall take place in the city where a plurality of AFFILIATE' members are employed. The arbitrator's decision shall be final and binding on all parties.
10. **Waiver.** Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
11. **Successors and Assigns.** This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
12. **Captions.** The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.
13. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile or mail. If delivered by mail, notices shall be sent by certified or

registered mail, return receipt requested, or by express mail, all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to JUMP\$TART: President and CEO
JUMP\$TART Coalition for Personal Financial Literacy
919 18th Street, NW
3rd Floor
Washington, DC 20006

If to AFFILIATE: [REDACTED]

- 14. **Governing Law.** This Agreement shall be governed in all respects by the laws of the District of Columbia.
- 15. **Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements. This Agreement may be amended only by the party against whom enforcement is sought.
- 16. **Warranty.** Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized representatives.

JUMP\$TART COALITION FOR PERSONAL FINANCIAL LITERACY

Date

Laura Levine
President and CEO

AFFILIATE

Date

President