**PRINCIPLES OF DISTRICT COOPERATION – EXTERNAL DISTRICTS**

This Agreement, entered into this \_\_\_\_ day of \_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academy of Nutrition and Dietetics ("Affiliate"), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(state of incorporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“District”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall form

(legal form of organization)

the basis of a cooperative working relationship between these parties.

**RECITALS:**

a. Affiliate, an association of food, nutrition and dietetics professionals, has entered into an agreement with the Academy of Nutrition and Dietetics (“Academy”) for the establishment of a cooperative working relationship.

b. Affiliate, through its relationship with the Academy, sanctions and supports a network of districts whose members are also members of the Academy.

c. Affiliate, Academy and the districts have the common purpose of serving the profession, the public, and their members in such areas as continuing professional education, consumer information on food, nutrition and health, government advocacy and relations, membership recruitment, development of Academy and Affiliate leadership, and public relations.

d. Affiliate and District, a nonprofit (corporation) (association) operating under the laws of and located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, wish to participate in a mutually cooperative and beneficial arrangement to achieve their common purpose, and to establish mutual rights and obligations pursuant to that arrangement.

**TERMS AND CONDITIONS**

Now therefore, in exchange of the mutual obligations of the parties to each other, as set forth below, the parties agree:

1. **Relationship**

This Agreement shall establish between Affiliate and District a mutually cooperative relationship in which both parties may pursue their mutual interests. District functions as an external organization and is an independent entity.

2. **Membership**

(a) **Members of District:** Only members of the Academy, or persons not eligible for Academy/Affiliate membership who support the goals of the District, may be members of District. The terms and conditions of membership in the District will be established by District, but shall not be inconsistent with the terms of conditions for membership in the Academy or Affiliate.

(b) **Dues:** TheDistrict may collect dues from its members for such purposes as it may reasonably and legitimately determine, but is not required to do so by this Agreement.

(c) **Financial Support:** Affiliate may, at its discretion, provide financial support to District in the nature of dues rebates or grants for various specific purposes. In addition, District may, from time to time, seek the financial assistance of Affiliate for general operational purposes or for specific programs, events, or undertakings. Affiliate shall consider any requests by District in good faith and shall, in its own sole discretion, determine whether some measure of assistance and support may be appropriate. The Affiliate may ask the district for financial support of state wide initiatives, such as licensure.

3. **Affiliate’s Obligations**

a) Affiliate may, subject to a mutual arrangement with District, provide such services to District as leadership or board training, membership lists, management services, and review of District’s bylaws and governing documentation. Where appropriate, as where aspects of the assistance may require Affiliate to incur additional costs, Affiliate may require District, subject to District’s agreement, to compensate Affiliate for such assistance.

b) To the extent available from the Academy, Affiliate shall provide to and for the benefit of District, on such terms as Affiliate may establish, insurance coverage for General Liability, Directors and Officers Liability, Errors and Omissions, and such other insurance coverage as is deemed prudent by the Academy from time to time, through the Academy’s authorized insurance provider. Nothing herein shall preclude District in its discretion from obtaining additional insurance coverage, *provided* such coverage does not conflict with that obtained by the Academy

c) Affiliate shall enable District, by virtue of their close relationship, to avail itself of Affiliate’s license to use and reproduce the logo and name of the Academy, as described in Section 5.

d) Affiliate shall, if requested by District, provide assistance to District in its efforts to engage in government affairs initiatives that are consistent with the positions and interests both of Affiliate and the Academy.

4. **District Obligations**

a) **Legal Status**: District shall register and maintain District in good standing as a not-for-profit corporation with the Secretary of State, or other appropriate governmental agency, of the jurisdiction in which District operates. If District elects a different structure, District shall advise Affiliate of the legal form in which it wishes to function, and shall take any such steps as may be required to ensure that it is compliant with the laws of the state or jurisdiction where it is located. District shall comply in all respects with applicable law.

b) **Federal Tax Exemption**: District shall obtain and maintain tax-exempt status from the United States Internal Revenue Service under Section 501(c) of the Internal Revenue Code ("IRC") and operate its affairs in accordance with the IRC and State tax laws, including annual filings of IRS Form 990 tax return, and such other tax returns required by the State of its incorporation.

1. **Reporting Requirements**:
   1. District shall provide Affiliate with regular communications and reports**, including financial information**, as requested by Affiliate.
   2. All Districts should submit the Principles of District Cooperation signed by the President of District by August 31.
   3. District shall submit to Affiliate the following information and reports by August 31 of each year:

* Certificate of Good Standing from an agency of the state in which District is organized, to the effect that the District has complied with all legal requirements to operate within the state or appropriate jurisdiction or a copy of the most recently filed annual report with the state of incorporation
* A copy of federal (IRS form) and state income tax filings for affiliate and foundation (if applicable); or if District has less than $50,000 in gross revenue, a copy of the report that District is required to file with the IRS.
* A copy of the current district bylaws.
* An annual report summarizing the districts activities and finances.

1. **Bylaws:** Subject to the requirements of the laws governing the District’s operations, District shall adopt bylaws consistent with the bylaws of Affiliate and the Academy.

1. **Registered Agent**: District shall, to the extent required by the State in which it operates, appoint a responsible individual or entity which shall be authorized to receive official correspondence, formal notifications, and service of process on behalf of District (its “Registered Agent”). Where necessary and appropriate, District shall take such steps as are required by state law to register the registered agent with the Secretary of State or other appropriate agency of the State. Where, owing to the form in which District operates and the state in which it is located, no such Registered Agent is required, District shall ascertain that fact and advise Affiliate accordingly.

f) **Government Affairs**: District shall, where necessary and appropriate, engage in government affairs efforts consistent with the policies and interests of Affiliate and the Academy. District shall take no position in such efforts that is inconsistent with the Academy’s publicly stated positions and interests.

1. **Intellectual Property**

District acknowledges that the Academy is the exclusive owner of the Academy name and corresponding logo. The Academy has authorized Affiliate to grant District a non-exclusive, royalty free right to use and reproduce the Academy Logo or name in connection with the district name in a manner acceptable to the Academy. District’s use of the Academy Logo or name in this manner shall be solely for purposes consistent with the purpose and mission of Affiliate and the Academy, which can include its authorized publications, web pages, stationery and literature. No participant, member or agent of District shall use or otherwise be authorized to reproduce the Academy Logo or name for any individual purpose, or for the benefit of a third party, except as may be expressly authorized by the Academy. District may not license, authorize, or otherwise grant to any individual or entity a right to use the Academy Logo or name. Other than set forth in this Section, Academy grants no other rights in its other intellectual properties to District.

**6. General Terms**

a) **Separate Corporate Entities**: District and Affiliate expressly acknowledge and agree that they are separate and independent corporate entities; as such shall not purport to represent the other, or incur any liability, obligation or expense on behalf of the other, except as specifically provided for in this agreement; and shall not therefore be entitled to act as the agent or legal representative of the other

b) **Effect**: This Agreement shall be deemed to have been made in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be construed according to the law of that state.

c) **Execution of Documents**: District agrees to have all documents required under this Agreement executed by an authorized officer or representative.

d) **Cooperation**: District and Affiliate agree to take all actions necessary to effectuate the purposes of this Agreement and to refrain from any activities that may frustrate the purposes hereof.

**7**. **Term and Termination**

The term of this Agreement shall extend from the effective date set forth in the opening paragraph of this Agreement, or until a subsequent comparable agreement between Affiliate and District is executed. In the case of a breach by either party of its obligations hereunder, the non-breaching party may terminate the Agreement by giving written notice of the breach, and cease performance of its own obligations, provided that the breaching party shall have thirty (30) days after such written notice to cure any breach. The Agreement shall also terminate immediately in the event that either party shall cease operations.

If a termination takes place, the district will cease the use of the Affiliate and Academy name or any name which incorporates any portion of the Academy name or any confusingly similar name and donate all remaining funds as directed in the bylaws.

**8. Whole Agreement**

This Agreement shall be the entire agreement between the parties and may be modified or amended only in writing as approved and executed by both parties.

The parties hereto have caused this District Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ACADEMY OF NUTRITION AND DIETETICS

(State)

:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DISTRICT of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(District name) (Affiliate Name

:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its President Its Treasurer

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Date Date