

FORM OF UNA-USA AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made this _____ day of _____, 2010 (the "Effective Date") by and between UNA-USA, LLC, a Delaware limited liability company ("UNA-USA"), whose principal office is located at 1800 Massachusetts Ave, NW, Suite 400, Washington, DC, 20036 ("UNA-USA"), and (*Insert Chapter's full legal name* _____), [a/an incorporated nonprofit corporation/unincorporated nonprofit association] ("Chapter", as applicable).

WHEREAS, in 2010, UNA-USA acquired certain assets and programs of the United Nations Association of the United States of America, Inc ("UNA") pursuant to that certain letter agreement, dated September 7, 2010, by and between UNA, UNA-USA and Better World Fund, Inc. ("BWF")

WHEREAS, in connection with such acquisition, UNA-USA agreed to affiliate with certain chapters of UNA pursuant to the terms and conditions set forth herein, including providing reasonable funding for such purposes, for at least five years after the closing of the acquisition (the "UNA-USA Commitment").

WHEREAS, UNA-USA is willing to grant a charter to Chapter upon the following terms and conditions.

WHEREAS, BWF, the parent organization of UNA-USA, has obtained from the Internal Revenue Service ("IRS") a group tax exemption according to which it is a central organization and certain UNA-USA chapters from around the United States are Section 501(c)(3) subordinate organizations.

WHEREAS, the IRS requires a central organization to exercise general supervision or control over its affiliated Section 501(c)(3) subordinate organizations covered under its group tax exemption to ensure that each affiliate's operations are, on an ongoing basis, consistent with the central organization's exempt purpose.

WHEREAS, Chapter wishes to be included, and BWF is willing to accept Chapter, as a Section 501(c)(3) subordinate member of BWF's group tax exemption.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, the parties hereby agree as follows:

1. **Name of Chapter.** The name of the Chapter is: _____.
2. **Purpose.** Since World War II, through champions like Eleanor Roosevelt, Elliot Richardson, and Cyrus Vance, UNA and its chapters and divisions have built American support for the United Nations. In 1999, funded with Ted Turner's historic \$1 billion gift, the United Nations Foundation, Inc. ("UNF") and BWF, its sister organization, began a world-class communication, education and advocacy movement focused on supporting the United Nations and its causes. Following the footsteps of UNA, UNF and BWF, the mission of UNA-USA is to inform, inspire and mobilize Americans to support the principles and vital work of the United Nations and to strengthen the United Nations system. UNA-USA encourages U.S. leadership to work constructively through the United Nations and encourages everyone to achieve the goals of the United Nations Charter. Through its chapters, divisions and

programs, UNA-USA educates the American public about the invaluable work of the United Nations, raises funds and carries out local activities related to the United Nations, and recruits, engages, and retains members around the country.

3. **Grant of Charter.**

A. **Charter.** UNA-USA hereby grants to Chapter a charter to be a chapter of UNA-USA and authorizes Chapter, pursuant to the terms and conditions of Annex 1 of this Agreement, to use the name “United Nations Association of the United States of America,” the acronym “UNA-USA” and the logo of UNA-USA. Consistent with the UNA-USA Commitment, this Agreement, and the charter granted to Chapter hereunder, shall continue in full force and effect for a minimum of five (5) years, and thereafter at UNA-USA’s election, unless earlier revoked or suspended by UNA-USA, or surrendered by Chapter, pursuant to the terms of Section 10 hereof.

B. **Territory.** Chapter shall represent UNA-USA as UNA-USA’s affiliate in (*Insert city, region state or other geographical area*) (the “Territory”), pursuant to and in accordance with UNA-USA’s mission and purposes as set forth in UNA-USA’s governing documents, as may be amended from time to time by UNA-USA.

C. **Authorized Activities.** UNA-USA specifically authorizes Chapter, subject to Chapter’s obligations under Sections 5(O) and (P) hereof, to conduct the following activities within the Territory: educational, advocacy, and fundraising programming and other such activities that are consistent with UNA-USA’s mission to develop and strengthen the relationship between the U.S. and the UN, and to promote U.S. leadership to enhance international cooperation.

D. **Membership.** The term “Membership” refers to those individuals who are dues paying members of UNA-USA. Chapters shall only have members that are members in good standing of UNA-USA. UNA-USA shall assign each new member of UNA-USA to the chapter that operates nearest to the address provided by such member, unless such member requests to join a chapter in another location or elects not to join any chapter. The categories, levels and terms and conditions of UNA-USA membership shall be established by UNA-USA and shall be set forth in a UNA-USA Chapter Handbook developed by UNA-USA and approved by the Council of Chapters and Regions (“CCR”) Steering Committee (the “Handbook”). The Chapter must have a minimum of 25 members to receive its charter from UNA-USA; provided, however, if Chapter is a former Chapter of UNA, Chapter shall use its best efforts to ensure Chapter has 25 members upon the first anniversary of the Effective Date. Notwithstanding the foregoing, the minimum member requirements set forth in this Section 3(D) shall not apply to Chapter if Chapter is a division of UNA-USA that serves and assists other chapters in the Territory as its principal purpose.

E. **Group Exemption.** Provided that Chapter is an authorized Chapter of UNA-USA, Chapter shall be included in BWF’s group tax exemption. Chapter certifies and agrees that, subject to the general supervision of UNA-USA and BWF, Chapter is and shall remain organized and operated exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, shall comply with all legal requirements imposed upon a subordinate organization included in a group tax exemption, and shall timely provide BWF with any information reasonably requested by BWF to verify the Chapter’s continued eligibility for inclusion in BWF’s group tax exemption. The terms of this Section 3(E) shall not apply to Chapter if, on the Effective Date, Chapter is correctly recognized as an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code by virtue of a determination letter from the IRS.

4. **Obligations of UNA-USA.** To the extent applicable to Chapter, UNA-USA shall assist Chapter in its operations and activities, based on the needs of Chapter and other UNA-USA chapters and the financial and other resources of UNA-USA. Currently, UNA-USA shall support Chapter by:

- A. Providing the Handbook and model governing documents (including, but not limited to, Articles of Incorporation, if applicable, Bylaws and Conflict of Interest Policy) in order to assist Chapter in operating as a section 501(c)(3) organization, establishing and maintaining the highest degree of proficiency in the Chapter's organization, leadership, management, programs, and membership development;
- B. Listing Chapter on UNA-USA's website and providing a link to Chapter's website, if any;
- C. Providing Chapter with usage guidelines regarding the "Intellectual Property" (as defined in Section 6 below);
- D. Providing Chapter with templates and other resources, including through the UNA-USA website, which Chapter may choose to use in connection with education, advocacy, and fundraising activities;
- E. Posting and distribution of information about upcoming UNA-USA educational and advocacy opportunities;
- F. Providing Chapter with access to the "Mailing List" (as defined in Section 6 below) and timely updates to the Mailing List so Chapter can reach out to new members;
- G. Providing the opportunity for Chapter events to be posted on a UNA-USA Chapter Calendar of Events;
- H. Providing Chapter with a recommended speaker/presenter resource list for Chapter events;
- I. Organizing an annual conference and necessary CCR meetings;
- J. Distributing UNA-USA publications, periodic emails, and fact sheets to all Chapter members;
- K. To the extent possible, making UNA-USA, BWF and UNF representatives available to speak at pre-determined Chapter events;
- L. Maintaining liability insurance that covers UNA-USA Chapters events and generating "Certificates of Insurance" if required in connection with such events;
- M. Timely payment of Chapter share of annual membership dues, such share to be determined by UNA-USA from time to time following consultation with the CCR Steering Committee;
- N. Distribution of materials to Chapter members in regard to UNA-USA's annual conference;
- O. Responding to requests by Chapter members for information on issues related to the UN and Congress;
- P. Providing a system to seek Chapter and member input concerning U.S.-UN advocacy positions; and
- Q. Providing online training to new Chapter officers and committee chairs.

5. **Obligations of Chapter.** Chapter shall conduct its operations and activities by:

- A. Endeavoring to sponsor and conduct programs, events and activities that further the purposes and mission of UNA-USA and using its best efforts to ensure that such programs, events and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise;
- B. Complying with the Handbook, including, without limitation, any modification or amendment to the Handbook that may be adopted by UNA-USA and communicated to

- Chapter, and the legal requirements imposed upon a public charity under section 501(c)(3) of the Internal Revenue Code;
- C. Consistent with the terms and conditions of the License attached hereto as Annex 1, using, as its sole organization name, the words “United Nations Association of the United States of America”, “United Nations Association of the USA” or the acronym “UNA-USA” together with the geographical designation identified as part of Chapter’s name in this Agreement;
 - D. Maintaining an organizational structure in accordance with the Handbook;
 - E. Maintaining its books of account under the guidelines provided in the Handbook;
 - F. Maintaining all records related to its organizational and tax-exempt status and shall forward to UNA-USA copies of its governing documents, including, but not limited to, its Articles of Incorporation (if applicable), Bylaws, tax-exemption determination letter from the Internal Revenue Service (if applicable), as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency);
 - G. Maintaining reasonable records related to all of its programs, activities and operations and timely submit complete and accurate written annual reports and other materials to UNA-USA in accordance with the requirements set forth in the Handbook;
 - H. Upon the written request of UNA-USA and at UNA-USA’s expense, permitting UNA-USA or UNA-USA’s designated agent to review appropriate records of Chapter pertaining to its programs, activities, operations and compliance with the terms of this Agreement;
 - I. Posting and keeping UNA-USA’s logo on Chapter’s website in accordance with UNA-USA usage guidelines;
 - J. Posting UNA-USA’s mission and vision in a prominent position on Chapter website, if any;
 - K. Promotion of the UNA-USA brand;
 - L. Providing support with the marketing of locally-held UNA-USA educational programs and events, including, but not limited to, through distribution of event material to its members and non-members, adding event information on its website, distributing materials to other local organizations and businesses and promoting the event at all Chapter meetings leading up to the event;
 - M. Unless otherwise authorized by UNA-USA in writing, limiting Chapter fundraising to causes directly related to the mission of UNA-USA, which may include fundraising for the UN and UN agencies; provided, however, Chapter shall inform UNA-USA of all fundraising efforts and activities prior to conducting such efforts and activities in order to avoid overlap with BWF, UNF or UNA-USA fundraising campaigns.
 - N. Keeping UNA-USA staff advised of major Chapter activities and initiatives prior to undertaking such activities and initiatives, and at the request of UNA-USA, coordinating such activities and initiatives with UNA-USA;
 - O. Not participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for public office;
 - P. As a section 501(c)(3) organization, conducting lobbying activities only to the extent permitted under the Internal Revenue Code; and
 - Q. Being a source of expertise and opinion about the UN to local press and media through press releases, op-eds, letters to the editor, and other outlets with a consistent look and feel, with assistance from the national UNA-USA and UN Foundation public affairs staff.

6. **Intellectual Property.** UNA-USA shall permit Chapter to use the UNA-USA names and logos as provided in Annex 1.

7. **Chapter Representations and Warranties.** As an inducement to UNA-USA to enter into this Agreement, Chapter hereby represents and warrants to UNA-USA as follows:

A. **Organizational Status.** Chapter is incorporated as a nonprofit corporation in good standing or an unincorporated nonprofit association in good standing as defined by the state or other jurisdiction in which the Chapter has its primary place of business, and that it shall remain in good standing. Chapter is not a private foundation as described in Section 509(a) of the Internal Revenue Code.

B. **Governing Documents.** As a condition of receipt of its charter as a chapter of UNA-USA, Chapter has provided to UNA-USA copies of its governing documents, including, but not limited to, its Articles of Incorporation, if any, and Bylaws; provided, however, if Chapter is a former chapter UNA, Chapter shall provide UNA-USA with a copy of its Bylaws within one (1) year of the Effective Date. Chapter agrees that its governing documents and its stated purposes therein, shall at all times be consistent in all material respects with this Agreement and the mission and purpose of UNA-USA. Chapter agrees to submit any proposed amendment to its governing documents to UNA-USA for review prior to any adoption thereof in order to ensure such proposed amendment is consistent with this Agreement and the mission and purpose of UNA-USA.

C. **Handbook.** Chapter agrees to be bound by the terms and conditions set forth in the Handbook.

D. **Compliance with Laws.** Chapter is in full compliance with all applicable laws, rules and regulations that may affect its performance under this Agreement, including but not limited to section 501(c)(3) of the Internal Revenue Code and related Treasury Regulations, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all such laws, rules and regulations. Chapter warrants that it will maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Chapter further warrants that it shall make all required filings, such as annual corporate reports and tax filings, including its IRS Form 990 or Form 990-T, if required, that may affect its corporate or tax status, and pay all applicable taxes, fees or penalties.

8. **Relationship of Parties.** Neither party, nor any of its members, officers, directors, managers, agents, employees, independent contractors or representatives will (a) be considered an agent, partner, joint venturer, employee, or representative of the other party for any purpose whatsoever, (b) have any authority to make any agreement or commitment for, or to incur any liability or obligation in the other party's name or for or on its behalf, or (c) represent to outside parties that they or any of them has any right to bind the other party. UNA-USA does not have, and will not assert authority or control over any action of Chapter on legislative issues in a manner that would create affiliation within the meaning of Section 4911(f) of the Internal Revenue Code. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other or to use the other's monetary credit in conducting any activities under this Agreement.

9. **Indemnification.** Chapter shall indemnify, save and hold harmless UNA-USA, its affiliates, related entities, partners, officers, directors, employees, members, agents and representatives, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of

every kind and character whatsoever, arising out of or related to Chapter's breach of any representation, warranty, covenant or obligation under this Agreement. UNA-USA shall promptly notify Chapter upon receipt of any claim or legal action referenced herein. UNA-USA shall have the sole right to conduct the defense to any such claim or legal action. Notwithstanding the foregoing, if Chapter is an unincorporated nonprofit association, no person shall be liable for Chapter's obligations under this Section 9 merely because the person is considered a member of Chapter or is authorized to participate in the management of Chapter's affairs. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

10. **Revocation, Suspension or Surrender of Charter.**

A. **Revocation or Suspension of Charter.** The charter granted by UNA-USA to Chapter hereunder may be revoked by UNA-USA, suspended by UNA-USA for a stated period or indefinitely or surrendered by Chapter in accordance with the provisions of this Agreement. UNA-USA shall have the authority to revoke or suspend the charter of Chapter if UNA-USA determines that the Chapter has breached any provision of this Agreement. Any decision by UNA-USA to revoke or suspend Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; provided, however, that UNA-USA shall provide Chapter with sixty (60) days from the date of such notice to remedy any alleged breach of this Agreement. In the event that UNA-USA determines, in its sole discretion, that Chapter has not remedied any alleged breach leading to UNA-USA's decision to revoke or suspend Chapter's charter, UNA-USA shall so notify Chapter in writing. UNA-USA's decision shall become final unless, within thirty (30) days of its receipt of written notice from UNA-USA, Chapter delivers to UNA-USA a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the CCR Steering Committee pursuant to the applicable rules or procedures agreed upon by UNA-USA and the CCR Steering Committee, following which the CCR Steering Committee shall make a non-binding recommendation to the Executive Director of UNA-USA with respect to the potential revocation or suspension of the Chapter's charter. Following consultation with the President of BWF, the Executive Director shall make a decision with respect to the Chapter's appeal, and such decision shall be final and not subject to further appeal.

B. **Surrender of Charter.** Chapter may surrender its charter by delivering to UNA-USA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

C. **Effect.** If the Charter is revoked, suspended or surrendered, or if this Agreement expires or is terminated for any reason, the license in Section 6 shall be automatically revoked, Chapter shall be removed from BWF's group tax exemption, and the Chapter will immediately: (i) discontinue all use of the Intellectual Property; (ii) return to UNA-USA all Intellectual Property in the Chapter's possession, or destroy such materials at UNA-USA's request; (iii) take all actions directed by UNA-USA to ensure that its temporary or permanent disaffiliation from UNA-USA is adequately communicated to its members and the general public; and (iv) take any other action reasonably requested by UNA-USA or required by the Handbook, and BWF shall notify the Internal Revenue Service of Chapter's removal from the group tax exemption ruling. In the event the Charter is revoked, suspended or surrendered pursuant to the terms of this Section 10, UNA-USA shall, upon the written request of a member of Chapter, use reasonable efforts to place such member into another Chapter, provided such member is in compliance with the terms and conditions of his or her membership in UNA-USA.

11. **Miscellaneous.**

A Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof.

B Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law, provision or rule of any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Delaware.

C Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Chapter shall not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of UNA-USA.

D Rights and Remedies. In the event of any breach of this Agreement by any party or default by any party in connection with performing any obligation of such party under this Agreement, the non-defaulting party's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies which the non-defaulting party may have at law or in equity.

E Survival. Any terms of this Agreement which by their nature survive the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

F Notices. All legal notices to a party required or permitted under this Agreement shall be hand delivered or sent by certified mail (return receipt requested), recognized overnight courier service, or another similar form of delivery that provides the sender with written confirmation of receipt. Notices are effective when received, as shown in the written confirmation of receipt, and must be sent to a party at the following address (which the party may change by giving proper notice under this provision):

If to UNA-USA:

UNA-USA, LLC
1800 Massachusetts Avenue, NW
Suite 400
Washington, D.C. 20036
Attention: Executive Director

If to Chapter:

Attention: _____

G Waivers. No waiver by any party of any default or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

H Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

I Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement

shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

J Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

* * *

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have hereunto set their hands and seals as of the Effective Date.

UNA-USA:

UNA-USA, LLC

By: _____
Name: _____
Title: _____

CHAPTER:

By: _____
Name: _____
Title: _____

Annex 1
License to Use Certain UNA-USA Intellectual Property

I. License. In accordance with UNA-USA's non-exclusive grant of a charter to Chapter in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "United Nations Association of the United States of America," the name "United Nations Association of the USA," the acronym "UNA-USA", and the logo of UNA-USA, and other UNA-USA trademarks, service marks, trade names, and logos made available by UNA-USA from time to time (collectively, the "Marks"), (ii) UNA-USA's membership mailing, telephone, telecopier, and electronic mail lists with respect to past, current or prospective members of UNA-USA located within the Territory (collectively, the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by UNA-USA to Chapter during the Term of the Chapter Affiliation Agreement (collectively, the "Proprietary Information") (the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with its name and acronym and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under the Affiliation Agreement, subject to the terms and conditions of the Affiliation Agreement and any written guidelines issued by UNA-USA, otherwise incorporated herein, or subsequently provided to Chapter by UNA-USA. Any terms not defined in this Annex 1 are defined in the Chapter Affiliation Agreement.

A. The Intellectual Property may be used by Chapter if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Subject to the terms of Section 10 of the Affiliation Agreement, Chapter acknowledges that any failure by Chapter to comply with the terms and conditions contained herein may result in the immediate suspension or revocation of this license, in whole or in part, by UNA-USA and/or the suspension or revocation of the charter of Chapter by UNA-USA.

B. The Chapters agrees that it shall not revise or alter the Marks in any way and not use the Marks in conjunction with any other trademark, service mark or other mark without the prior written approval of UNA-USA in each instance. Notwithstanding the foregoing, if Chapter is a former chapter of UNA, Chapter shall be permitted to use the names, logos and other marks used by the Chapter immediately prior to the Effective Date (the "Chapter Marks") until such time that UNA-USA issues written guidelines regarding the Marks, following which Chapter shall use the Marks in accordance with such guidelines and discontinue any use of the Chapter Marks.

C. The Intellectual Property is and shall remain at all times the sole and exclusive property of UNA-USA. Except for programs, events and activities authorized under the terms of the Affiliation Agreement, Chapter shall not permit any third party to use the Intellectual Property without UNA-USA's prior written approval. Chapter shall not sell or trade the Intellectual Property without UNA-USA's prior written approval. UNA-USA hereby agrees not to use any copyrighted or proprietary information or materials developed by Chapter without Chapter's prior consent.

D. Chapter agrees to maintain the confidentiality of the Mailing List. Neither UNA nor Chapter shall sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the prior written approval of UNA-USA.

E. Use of the Intellectual Property shall not create any rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement; provided, however, Chapter's obligations

to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.