

Affiliation Agreement
between
Nebraska Financial Education Coalition
~ an Affiliate of the National Jump\$tart Coalition ~
and
Jump\$tart Coalition for Personal Financial Literacy

This Affiliation Agreement (hereinafter “Agreement”) is made this twenty-third day of July, 2007, by and between the Jump\$tart Coalition for Personal Financial Literacy, a non-profit corporation incorporated in the District of Columbia, whose principle office is at 919 18th Street, N.W., Washington DC 20006 (hereinafter “Jump\$tart”), and the Nebraska Financial Education Coalition, a non-profit corporation incorporated in the State of Nebraska (hereinafter “Affiliate”).

WHEREAS, Jump\$tart and Affiliate wish to cooperate to accomplish their common educational purposes including, but not limited to, educating youth 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 “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 Jump\$tart affiliates:

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 “Nebraska Jump\$Start Coalition for Personal Financial Literacy” (or a mutually acceptable variant thereof), and may advertise that it is affiliated with Jump\$Start.
 - c) **Acknowledgement.** Affiliate acknowledges that Jump\$Start is the lawful owner of the name “Jump\$Start Coalition for Personal Financial Literacy” and of its associated trademarks used in its business, and Affiliate agrees that it will take no action inconsistent with Jump\$Start’s ownership of its name and trademarks.
- 3) **Jump\$Start Responsibilities.** Jump\$Start agrees to:
- a) **Administration.**
 - i) Provide legal review of governing documents and amendments.
 - ii) Provide national public affairs representation.
 - b) **Technical.** Provide Affiliate with information about Affiliate management.
 - c) **Education.** Assist Affiliate in developing and presenting educational programs.
 - d) **Funding.** Provide Affiliate with such funds as are approved by Jump\$Start’s board of directors to aid in the development of Affiliate’s activities.
- 4) **Affiliate Responsibilities.** 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\$Start, for its review and approval, not less than forty-five (45) days before the date proposed for their adoption. Affiliate agrees not to adopt any amendments disapproved by Jump\$Start.
 - b) **Operations.** Operate in conformity with its governing documents and remain in good standing under the laws of the State of Nebraska 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\$Start to include Affiliate in Jump\$Start’s group tax exemption under 501(c)(3) of the Internal Revenue Code of 1986. Jump\$Start will make reasonable efforts to supply the Affiliate with tax exemption letter immediately upon request.
 - 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\$start with copies of its governing documents, policy statements, annual state corporation report, IRS Form 990 or 990-EZ, if applicable, and any other documents of Affiliate that may reasonably be requested from time to time.
 - g) **Program Evaluation**. Cooperate with Jump\$start and its other affiliates in an annual evaluation of Affiliate's activities.
 - h) **Committee Work**. Provide personnel and technical assistance to Jump\$start committees as may be requested from time to time.
 - i) **National Cooperation**. Cooperate with Jump\$start and its other affiliates in providing regional and national services.
- 5) **Agency**. Jump\$start and Affiliate agree that this Agreement does not create an agency relationship of any kind, and that neither party may act in any legal capacity on behalf of the other including, but not limited to, contracting any obligation in the name of the other or accepting service of legal process against the other.
- 6) **Indemnification**. Jump\$start and Affiliate both agree to indemnify and hold harmless each other for any and all claims, losses, damages, liabilities, judgments or settlements, including reasonable attorneys' fees, costs, and other expenses incurred on account of any activities conducted by Jump\$start pursuant to this Agreement. Affiliate will promptly notify Jump\$start upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established herein shall survive indefinitely the termination of the Agreement.
- 7) **Term**. This Agreement shall be effective on the date above written, and shall continue until terminated pursuant to Paragraph 8 herein.
- 8) **Termination**.
- a) **In General**. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
 - b) **For Cause**. Either party may terminate this Agreement immediately upon written notice to the other party 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\$start and Affiliate shall have no further responsibilities under Paragraphs 3 and 4 herein, respectively, and Affiliate shall cease all use of Jump\$start's name, acronym and logos.
- 9) **Arbitration of Disputes**. The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation by Jump\$start's legal counsel, or arbitration under the rules of the American Arbitration Association. Unless otherwise agreed, the arbitration, if any, shall take place in Nebraska. The arbitrator's decision shall be final and binding on all parties.

- 10) **Waiver.** A waiver by either party of, or failure to exercise, any right provided herein 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 their successors and assigns whether or not expressly acknowledged in any instrument of succession or assignment.
- 12) **Captions.** Paragraph captions herein are for convenience only, and do not constitute part of this Agreement.
- 13) **Notices.** Notices required under this Agreement shall be in writing and delivered by personal delivery, facsimile or express, certified or registered mail with return receipt requested, all postage and charges prepaid. All written communications pursuant to this Agreement shall be addressed to the parties as indicated below, or as specified in a subsequent written notice from one party to the other in accordance with this paragraph.
- a) **If to Jump\$start:** Executive Director
Jump\$start Coalition for Personal Financial Literacy
919 18th Street, N.W.
3rd Floor
Washington, DC 20006
- b) **If to Affiliate:** Jennifer Clark
Nebraska Financial Education Coalition
2201 Farnam Street
Omaha, NE 68102
- 14) **Governing Law.** The Agreement shall be governed in all respects by the laws of the District of Columbia.
- 15) **Amendments.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements. This Agreement may be amended upon mutual agreement of the parties in writing and executed by individuals authorized to do so by the parties, respectively, pursuant to Paragraph 16 herein.
- 16) **Warranty.** Each party warrants that the individual executing this Agreement on its behalf, or any amendments hereto pursuant to Paragraph 15 herein, 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.

Jumps\$tart Coalition for Personal Financial Literacy

Executive Director

Date _____

Nebraska Financial Education Coalition

Jennifer Clark

President

Date July 23, 2007