

# Collaborative AFFILIATION AGREEMENT

This affiliation agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between Collaboratives & Collaboratives, Inc., a nonprofit corporation, incorporated in the State of Colorado, whose principal office is: 38,000 Cherokee Ave, Lake George CO 80827 (hereafter referred to as “COCO INC”), and confers Affiliated Collaborative status upon

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*(Insert Collaborative's name)*

(hereafter referred to as “Collaborative”).

## RECITALS

WHEREAS, COCO INC is a 501(c)(3) tax exempt organization;

WHEREAS, the purpose of COCO INC is to promote collaborative conservation and stakeholder driven efforts to protect and restore natural resources and local communities;

WHEREAS, the Collaborative agrees to abide by and support the COCO INC Purpose and objectives to the fullest extent possible by encouraging its members to participate in COCO INC activities, promote COCO INC membership, and provide COCO INC services at the collaborative level, with the goal of bringing together individuals who are geographically proximate to one another in order to form dynamic networks furthering COCO INC’s Purpose;

WHEREAS, the Collaborative agrees that it will not adopt any purpose that detracts from or conflicts with COCO INC’s Purpose or tax exempt status;

WHEREAS, COCO INC and the Collaborative both have a vested interest in the success and growth of the organization at all levels; and

WHEREAS, the Collaborative and COCO INC have determined that it is in their best interests to enter into this Agreement in order to set forth in writing the terms and conditions of their affiliation.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Recitals.** The Recitals set forth above are incorporated in and made a part of this Agreement.

**B. Terms and Conditions.** For the duration of this agreement, the terms and conditions of the the relationship between COCO INC and the Collaborative include the following:

## 1. Purposes

- A. This agreement and the Collaborative relationship evidenced hereby are for the mutual benefit of the Collaborative, COCO INC and their members. The purposes of the Collaborative must be in furtherance of the purposes of COCO INC, to:
- a. its Vision of *Working Together, for People and the Planet*;
  - b. its Mission, of *encouraging, fostering and supporting new, emerging, and existing coalition and collaborative groups to protect and restore natural resources and local communities through the cooperative efforts of stakeholders, with emphasis on best available science, community values, and economic sustainability*;
  - c. its governing documents, through consistently following the COCO INC Bylaws (incorporated by reference) as they are today, and as they may be amended from time to time.

This agreement is intended to provide protection and guidance regarding each party's rights and responsibilities.

## 2. Grant of Affiliation to the Collaborative.

- A. Charter & Governance.** COCO INC hereby grants to the Collaborative a nonexclusive affiliation to Collaborative's & Collaboratives, Inc. In accordance the Collaborative is authorized to use the name and logo of COCO INC in or in connection with the Collaborative's name and acronym, and in connection with the Collaborative's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, or subsequently provided to the Collaborative by COCO INC.

The Collaborative must generally have at least a minimum of nine distinct members with:

- a. at least 50% and up to 60% representing "invested" local or regional government entities (including a mix of county, city, special districts, water providers, regional authorities or council's of government),
- b. at least 10% and up to 20% each for:
  - (a) environmental representatives;
  - (b) recreation, agriculture, or local business representatives;
  - (c) and interested citizens.
- c. A Board member or executive level staff person will be appointed by COCO INC in an ex officio role to the Collaborative.

COCO INC recognizes that in certain small rural areas, meeting the minimum number of distinct members and the breakout as specified above may prove challenging. Groups may request an exemption in writing from this requirement (see final page of agreement if an exemption has been approved). The written request must address how the group will work to achieve the best and broadest stakeholder involvement in the collaborative and represented on their leadership committee.

- B. Term.** All agreements will expire January 1st. To assure renewal, submit renewal request by November 30th. At that time, agreements may be renewed to qualifying Collaboratives for another one-year agreement period.
- C. Renewal of Agreement.** Collaboratives must apply to renew the agreement each year following approval of their initial agreement.
- a. Collaboratives must apply for renewal by submitting a letter of intent to renew within sixty (60) days of expiration of their current term and no later than thirty (30) days prior to the expiration of their current term. Collaboratives not submitting a letter to intent prior to the expiration of their term shall be deemed an Inactive Collaborative.
  - b. Along with the letter of intent to renew, the Collaborative shall submit
    - i. a current roster of Collaborative members, describing the type of stakeholder they represent: government, environmental, recreation, agriculture, business, or interested individual.
    - ii. a summary of Collaborative activities occurring during the agreement period based on a template supplied by COCO INC.
    - iv. an annual work plan for the coming year describing goals, projects, and intended outcomes for the coming year on a template supplied by COCO INC.
  - c. Collaboratives not fulfilling the agreement, including but not limited to Section 2 (subsections D & E) may not be eligible for renewal. Any Collaborative in violation of the CollaborativeAffiliation Agreement, its Collaborative bylaws, the bylaws of COCO INC, or deemed ineligible by COCO INC Board of Directors at any time may be ineligible for renewal. Should COCO INC deny a renewal status a letter of explanation shall be sent within sixty (60) days. Should the Collaborative wish to appeal the decision for renewal may do so using the same procedure stated in Section 8, subsection C.
- D. Authorized Activities.** COCO INC specifically authorizes the Collaborative to conduct educational programming; monitoring; on-the-ground collaboratively-

developed projects that protect and restore natural resources and communities; and such other activities that are consistent with COCO INC and the Collaborative's missions, and an approved annual work plan.

- E. Membership.** Each member of the COCO INC Board of Directors, or the entity they represent, shall contribute an annual membership fee in such amount as may be determined by the COCO INC Board of Directors. The Board of Directors may, at their discretion, establish sliding fees for different classes of membership.

### **3. Obligations of COCO INC and Terms of Agreement for Collaboratives in good standing.**

COCO INC's obligations to the Collaborative under this agreement shall include (these obligations may change dependent on the services and financial support available from COCO INC. COCO INC may also choose, at its discretion to discontinue offering one or more of these services at any time):

#### **A. Marketing Support**

1. Use of the COCO INC Logo according to usage guidelines
2. Link on COCO INC's website to Collaborative website, and exposure in COCO INC emails, blogs, webpages, posts, etc.
3. Use of marketing templates and resource toolkits
4. Access to COCO INC support for video, editorial, and other communications.

#### **B. Management Support**

1. Invitation to all current and aspiring Collaborative leaders in the Collaborative Leaders' Workshop and Collaborative leaders' conference calls
2. Access to cloud-based tools, including databases, smart charts, etc.
3. Use of the Collaborative Handbook, which will assist the Collaborative in establishing and maintaining the highest degree of proficiency in leadership, management, programs, and membership development
4. Optional full-service financial management, including contracting; payroll and employee benefits; optional cross-organizational fundraising and shared, larger grants.
5. Optional participation in group purchasing of goods and supplies
6. Optional staff management and staff sharing opportunities between various members
7. When COCO INC manages financial services for the Collaborative as its fiscal host, the Collaborative's funds will be accrued and managed for its exclusive benefit and interests. COCO INC will establish a Collaborative file in the bookkeeping system, and its income and expenses will be tracked separately

from that of other groups under the umbrella. Its funds will not benefit other groups under the umbrella, nor COCO INC, except as to such extent as is specified in the annual workplan and budget for services in order to account for a pro-rata share of COCO INC expenses incurred in order to support the Collaborative. Said workplan and budget are subject to annual review and approval by the leadership team of the Collaborative and COCO INC's management or Board of Directors.

C. Program Support

1. Access to an COCO INC staff or Board members to speak at pre-determined Collaborative events; the Collaborative may be held responsible for certain speaker's travel and lodging fees so check before you schedule, and it is subject to availability of the requested speaker.
2. Access to a Speaker/Presenter resource list
3. Use of COCO INC conference call service and other virtual tools
4. Access and support from COCO INC staff (fees will be charged against staff use to the Collaboratives accounts)

D. Collaborative's obligations under this agreement include:

1. Support COCO INC's Vision/Mission and conform to COCO INC's governing documents, grants, agreements, and all laws.
2. Strive to achieve programming excellence and advance on-the-ground stewardship that is based on broad stakeholder involvement, best available science, and adaptive management principals.
3. Maintain and update records in databases and other tools supplied for consistent monitoring, reporting, learning, and sharing.
4. Participate in good-faith collaboration within the Collaborative and COCO INC.
5. Nominate a member to serve on the COCO INC Board of Directors if there is a collaborative opening.

E. Work mutually to build support for collaborative conservation

1. Raise awareness among the public of such watershed- and natural-resource related issues.
2. Support environmental education efforts for K12, and college students
3. Support and use where reasonable resources such as internships, youth corps, veteran green corps, Americorp VISTA and NCCC crews, etc.
4. Participate in broader regional initiatives. Attend and present at conferences and meetings.
5. Engage volunteers and citizens in on-the-ground volunteerism.

#### 4. Collaborative's obligations and terms of Agreement to COCO INC

- A. Recordkeeping and Reporting.** Collaborative shall maintain records related to its meetings, and to all of its programs, activities and operations. Collaborative shall submit regular written reports, no less than once per year, to COCO INC summarizing its programs, activities and operations that conform with its annual work plan. Collaborative shall permit COCO INC to review appropriate documentation and records of Collaborative programs, activities and operations at any time. Collaborative is encouraged to utilize online tools supplied by COCO INC for regular reporting.
- C. Programs and Activities.** The Collaborative shall endeavor to sponsor and conduct programs and activities that further the mission and brand of the Collaborative and COCO INC, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Collaborative shall send to COCO INC on a quarterly basis (or more often if an individual Collaborative feels it necessary) a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Collaborative intends to sponsor or conduct. COCO INC may send representatives to participate in such programs and activities.

#### 5. Intellectual Property and Confidential Information

- A.** The Collaborative will be granted a limited license to use Intellectual Property of COCO INC, specifically
- a. logo of COCO INC, and other COCO INC trademarks, service marks, trade names, and logos,
  - b. COCO INC's online databases, smartcharts, and other tools and apps as now available or developed in the future.

The use of COCO INC's Intellectual Property will be limited in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the Collaborative by COCO INC.

- B.** The Intellectual Property is and shall remain at all times the sole and exclusive property of COCO INC. The Collaborative may use the Intellectual Property if and only if such use is made pursuant to the terms and conditions of this limited license. Any failure to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension of this license, in whole or in part, by COCO INC. Failure to comply, whether willful or negligent, also may result

in the suspension of the agreement of the Collaborative by COCO INC. The interpretation and enforcement of these terms and conditions, and compliance shall be made by COCO INC in its sole discretion.

- C. COCO INC's logo may not be revised or altered in any way, and must be displayed in the same form as produced by COCO INC. This forbids the use of unique Collaborative logos; the proper Collaborative logo is the COCO INC logo as provided by COCO INC in electronic format.
- D. The Intellectual Property must be used by the Collaborative in a professional manner and solely for official Collaborative related purposes. The Collaborative shall not permit any third party to use the Intellectual Property without COCO INC's express prior written approval. Collaborative shall not sell or trade the Intellectual Property without COCO INC's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of COCO INC, discredits COCO INC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between COCO INC and the Collaborative, including but not limited to the fact that the
- E. COCO INC shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. COCO INC reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that the Collaborative's usage is not in strict accordance with the terms and conditions of this limited and revocable license.

## **6. Liability and Representations**

- A. COCO INC and the Collaborative expressly acknowledge and agree that COCO INC and the Collaborative are, and intend to remain, separate corporate entities and as such shall not incur any liability, obligation, or expense on behalf of each other, unless otherwise provided in writing by COCO INC's Chief Executive Officer or Executive Committee and an authorized representative of the Coalition, pursuant to correspondence, agreements and approved work plans.
- B. The Collaborative may not enter into any affiliations, contracts, or other binding agreements with a third party on behalf of other Collaboratives or COCO INC, unless authorized in writing by COCO INC's COCO INC's Chief Executive Officer or

Executive Committee and an authorized representative of the Coalition, pursuant to correspondence, agreements and approved work plans..

- C. The conduct of the Collaborative and its members and any other legal obligations, fees, costs, attrition clauses, or other related financial fees and charges undertaken by the Collaborative and outside of COCO INC's management are the sole responsibility of the individual Collaborative and may not be passed onto COCO INC under any conditions. COCO INC retains no legal or financial liability for actions of the Collaborative outside its relationship with COCO INC.
- D. Collaborative members shall speak only on behalf of the Collaborative and recognize they may not speak or act on behalf of COCO INC.
- E. Should violation of this Agreement occur, the Collaborative shall hold harmless, including but not limited to COCO INC, its subsidiaries, affiliates, officers, directors, employees, members, and other agents acting on behalf of or in relation to COCO INC. Costs and/or expenses incurred due to violations may result in COCO INC requiring the Collaborative to incur costs related to the legal and/or financial resolution of any violations.

## **7. Termination**

- A. The Collaborative may surrender its affiliation by delivering notice of its intention to do so at least thirty (30 days) in advance of the effective date of such action.
- B. Upon termination, the Collaborative shall cease using the COCO INC name, trademark, logo, and all other rights and privileges associated with being affiliated with COCO INC.
- C. The Board of Directors of COCO INC shall have the authority, by a majority vote, to suspend or revoke this Agreement if the Collaborative is determined to be in violation of this agreement, the standards, mission, goal, or purposes of COCO INC. In such circumstances, the Collaborative shall have the right to appeal the decision in writing within forty-five (45) days. The Board of Directors shall return a final decision within ninety (90) days of receipt of any written appeal by a Collaborative.



We, the representatives of the Collaborative, agree to the Qualification Requirements and the Restrictions of Affiliation as outlined in this document and affirm that the three officers listed below are members in full of the COCO INC.

Signature      Print Name/Title      Date

Collaborative Representative One

Collaborative Representative Two

COCO INC Officer:

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This is an initial agreement: \_\_\_\_\_

This is a renewal agreement: \_\_\_\_\_

This agreement has been granted with an exemption to paragraph 2A and the request for exemption, describing how the collaborative will address stakeholder involvement, is incorporated by reference into this agreement: \_\_\_\_\_