

# TOGETHER WE CAN, INC. PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the “**Agreement**”) is made and entered into as of the \_\_\_\_\_ (the “**Effective Date**”) by and between Together We Can, Inc., a North Carolina nonprofit corporation, and \_\_\_\_\_. (Partner organization name here.)

## **A. INTRODUCTION**

This is an agreement between Together We Can, Inc. (hereinafter referred to as “**TWC**,” “**us**,” “**our**,” and/or “**we**”) and you (hereinafter referred to as “**Partner**” or “**you**”) and any of your founders, past or present board members, or other representatives who have participated in any aspect of the operation or management of the Partner. We are entering into this Agreement because Together We Can has learned how to successfully run a charitable organization . TWC wants to help you get your operations started and will offer you certain services to that end, including, but not limited to, accounting of and dispersing of all funds received, as well as access to TWC’s operational know-how. Together We Can expects you to run a high-quality nonprofit operation, consistent with our policies and practices, as either an individual or a group with whom we are partnered.

*But, your organization is your operation and you are in charge.*

We want you to have the benefit of TWC’s reputation as a credible and established charitable organization. It is to that end that we enter into agreements with all our partners.

This Agreement between us and you will initially last for two (2) years and will automatically renew for five-year terms thereafter, unless terminated by you or us in certain circumstances as described in this agreement.

**1. GOALS** – We have developed expertise in assisting nonprofits. We seek to share this with nonprofit organizations around the world who share in our goals to support people who are making a difference in under-resourced communities both locally and internationally to promote self-sufficiency and hope. Support will include resources to address medical, educational, economic, social, and spiritual needs. It is important for all of us to protect TWC’s reputation. This is the reason the partnership approach has been chosen, to assure that individuals and/or organizations will have a level of confidence that they will receive the same high level of service and attention they have come to expect from TWC. At the same time, the goal is to enable you to provide a better service, not to hinder you. The relationship seeks to preserve and respect your independence of operational judgment and decision-making, subject to periodic evaluation to ensure consistency between TWC and its partnered organizations.

## **2. WHAT WE WILL DO FOR YOU**

a. We will help you put into operation Together We Can’s operational model for using all funds you receive in developing sustainable community partnerships. This will include:

- Mentoring,
- Inclusion on our website
- Financial management and dispersion of donations received
- Provide documentation letters for donors for IRS purposes

b. We will strive to protect and enhance the reputation of the Together We Can brand value to you, including:

- Using reasonable efforts to secure and maintain trademarks as available, including the TWC name and logo
- Being selective in selecting future partner nonprofit organizations based on reputation, quality, and commitment to the goals of the program; and
- Expecting all partners to be committed to achieving their goals which are aligned with the goals of TWC.

### **3. WHAT YOU AGREE TO DO**

- a. Conduct your operations in accordance with Together We Can's principles and operational processes and methods, including in compliance with the terms described in this Agreement, in order to maintain the consistency and reputation of the organization as a whole.
- b. Operate at the highest level of professional and nonprofit ethics, which includes maintaining your nonprofit organization (or its equivalent) under all applicable local laws.
- c. Appoint a main contact person as the Partner liaison to TWC.
- d. Agree to reasonable reporting and auditing requirements as outlined by TWC.
- e. Participate in Together We Can meetings located in the United States as requested by us, in person or electronically.

### **4. TERM AND TERMINATION**

a. Term – The term of this Agreement is two (2) years from the date it is signed. After 2 years the agreement is automatically renewed for 5 years. This agreement may be terminated by you for any reason or no reason in your discretion with one hundred eighty (180) days prior notice before the end of the five (5) years, otherwise, it will automatically renew for additional five (5) year terms. On the other hand, we may not terminate this Agreement without cause at the end of each five (5) year term.

b. Termination

TWC reserves the right to terminate the partnership for cause or no cause as can the partner. If the partner decides to terminate the agreement, sufficient notice should be given TWC. The termination would require the partner to provide any information needed to complete the IRS required documents for that tax year.

## **B. AGREEMENT IN FULL**

(In the event of any inconsistency with the above Summary, the Agreement in full set forth in this Section C shall control.)

### **1. GRANT of PARTNERSHIP**

#### 1.1 Grant of Partnership

You have applied for a partnership with Together We Can. You agree at all times to perform your obligations under this agreement faithfully, honestly, and diligently and to use your best efforts to promote the Together We Can worldwide brand.

#### 1.2 Rights We Reserve

We reserve:

- (a) the right to grant others the right to develop and operate as partners
- (b) the right to create, improve, modify, place, and/or distribute any advertising and promotional materials related to Together We Can and the services and authorize others to do so. Those materials may appear in media, including, without limitation, the Internet or similar electronic media, or be received by prospective donors or volunteers located anywhere.
- (c) As of July 1, 2015, no partner may use “Together We Can” as part of their name. The partner should reference the parent organization, TWC, and their partnership with us in any way useful to promote their achieving their goals. The partner should always refer any questions about TWC’s role in their organization to the Executive Director of TWC.

#### 1.3 Compliance with Together We Can Standards

You acknowledge and agree that operating and maintaining the TWC standards are essential to preserve the goodwill of all TWC partners. We retain the right to establish and periodically modify TWC standards that you have agreed to maintain. We will inform you of anything pertinent to your partnership. You retain the right to and responsibility for the day-to-day management and operation of your organization and its programs. If you fail to implement, maintain, and/or comply with TWC standards, we may terminate your partnership under this Agreement, and/or take other actions to enforce the TWC standards.

### **2. EXPIRATION OF PARTNERSHIP AGREEMENT**

The rights and obligations upon expiration of this Agreement are governed by Section C of this Agreement. You are not required to renew this Agreement at the end of the Initial Term. Not less than one hundred eighty (180) days prior to the expiration of the Initial Term, you must notify us in writing of your intent not to renew this Agreement for the Renewal Terms. If you do not notify us of your intention not to renew, TWC will assume you wish to renew your partnership and proceed to maintain the partnership.

**3. TERMINATION OF PARTNERSHIP AGREEMENT**

3.1 Automatic Termination

You shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if: (1) you become insolvent , or (2) a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; or (3) you are adjudicated a bankrupt or insolvent.

3.2 Termination Upon Notice Without Opportunity to Reinstate Partnership

You shall be deemed to be in default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the delivery of written notice to you by us, upon the occurrence of any of the following events:

(a) you have made or make any material misrepresentation or omission in your application for, or in acquiring, the license and partner rights, or in operating the Partner;

(b) you fail to comply with any federal, state, or local law regulation, or you operate the Partner in an unsafe manner;

(c) you engage in any dishonest or unethical conduct which, in our reasonable opinion, adversely affects the Together We Can Partner’s reputation;

or finally (e) your assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your Personnel or directors otherwise violate any such law, ordinance, or regulation.

3.3 Termination With Opportunity to Reinstate Partnership

Except as provided in Sections 3.1 and 3.2, upon any other default by either party, the non-breaching party may terminate this Agreement by giving written notice of breach, setting forth the nature of such default. The default may be addressed and corrected within thirty (30) days of the notice of breach, in which case, the Agreement will not be terminated. If any such default is not corrected within the specified time, this Agreement shall terminate without further notice, effective immediately upon the expiration of the thirty (30) day period.

\_\_\_\_\_  
Date of Agreement

\_\_\_\_\_  
Signature of Partner Official Representative

\_\_\_\_\_  
Signature of Together We Can, Inc. Official Representative