

Us TOO International Teaming Agreement

INTRODUCTION:

Working with people active in the prostate cancer cause in communities throughout the world, and having us committed to a set of common goals has been “front and center” to the volunteers leading and directing Us TOO from our start as a not-for-profit organization in 1990.

In fact, Us TOO Corporate By-laws call for “...*the development and nurturing of local support groups as a vehicle for programs to educate and support those diagnosed with prostate cancer, as well as their families/significant others, including those at risk.*”

Today, Us TOO has more than 250 local community groups with which we associate, affiliate and collaborate. Us TOO’s corporate or “home” office volunteers, consultants and staff function as a resource center and act to facilitate local activities and success.

Why a Teaming Agreement now?

You might look at us as a team, such as a doubles team in tennis made up of two individuals working together in a common goal. Your success is our success and hopefully our success is your success as we all work synergistically under the Us TOO banner to move forward the Us TOO Mission: The mission of Us TOO is to provide hope and improve the lives of those affected by prostate cancer through support, education and advocacy/awareness.

We recognize that we live in a world of growing transparency and openness and know we are all in this voluntarily. Much is expected of us today by government, by donors and sponsors, and by voluntary public watch-dog groups.

To foster understanding and communication and to further our success and our collaborative relationships, we ask all groups working with the Us TOO corporate office and using the Us TOO name adopt this “Teaming Agreement”.

This type of agreement has become a standard in the not-for-profit world for quality, successful organizations and the bottom line is that we believe this agreement will help us better meet the needs of those seeking our help in your communities and here at the home office.

On (Date) _____, this Agreement is made between the Us TOO International, Incorporated, an Illinois-based non-profit corporation, and (check one)

_____ an unincorporated volunteer group located in _____ and identifying itself as _____.

OR

_____ an incorporated organization located in _____ and named _____.

We agree we are best defined as a (check one)

_____ Support group

The focus is on providing support group services and some community awareness activities. The groups usually do not handle money or fundraise, are usually unincorporated groups that do not have a Federal tax ID number and are not registered in their states.

OR

_____ Chapter

Provides support group services, as well as multiple other services and works on fundraising projects. The group often works closer and more collaboratively with Us TOO's home office. The group may or may not be incorporated as organizations, may or may not have a Federal tax ID number and may or may not be registered in their state as tax exempt organizations.

1. GRANT OF CHARTER AND LICENSE

1.1 Charter. Us TOO International, Incorporated hereby grants to the group/organization, and the group/organization accepts a "charter" to be and continue as a Support Group/Chapter of Us TOO International, Incorporated. Us TOO International, Incorporated hereby grants the Support Group/Chapter a license to use the name Us TOO-[identifier] or the acronym Us TOO as a part of its own name as identified above, subject to the following terms and conditions, during the terms of this Agreement.

1.2 Territory. The Support Group/Chapter is authorized to operate in the specific geographic area outlined as _____.

2. DUES

There are no organizational dues for the Support Group/Chapter to team up or work with Us TOO International Incorporated. Us TOO does not have members other than the members of the Board of Directors and does not charge dues to people as members of Us TOO or Support Group/Chapter affiliated with Us TOO.

All donations to Us TOO are voluntary. The Support Group/Chapter, as an unincorporated group, must forward all donations and gifts to the Us TOO Incorporated home office. Incorporated groups may forward funds to the home office, and must report all financial activities.

Fundraising is not required, but is encouraged in collaboration with the home office. All funds raised using Us TOO's name are to be shared with the home office (at a rate of 25% of net, or money left after expenses) and a portion of donations and other funds can be restricted for Support Group/Chapter activities agreed to by the home office. Each Support Group/Chapter which engages in fundraising activities must comply with registration and other charitable solicitation laws in its jurisdiction.

3. NAME AND LOGO

In addition to the use of the Us TOO name as specified in Section 1, the Support Group/Chapter may utilize the Us TOO name and logo in other instances permitted by Us TOO, in accordance with Us TOO policies and guidelines.

4. MISSION COMMITMENT

The Support Group/Chapter agrees to accept and actively support the Mission of Us TOO International Incorporated. All funds expensed locally are to be documented as Us TOO mission-appropriate.

5. CHAPTER STANDARDS COMPLIANCE

The Support Group/Chapter agrees to reaching and remaining in full compliance with Us TOO Standards and Guidelines. The Us TOO Board of Directors may from time to time review and edit the Standards.

6. SERVICE PROVISION

The Support Group/Chapter agrees to conduct an on-going prostate cancer support group that is free and open to the public.

7. COMMUNICATION

The Support Group/Chapter agrees to keep all information current for the Us TOO home office and website to facilitate referrals from the Us TOO Helpline to the Support Group/Chapter. The Support Group/Chapter agrees to create and keep current a group mailing list.

8. Us TOO INTERNATIONAL, INC. COMMITMENTS and GROUP BENEFITS

Us TOO Board of Directors will provide strategic direction for the corporation which will include an on-going commitment to working with local support groups/chapters to support and educate men at risk from and dealing with prostate cancer.

Us TOO International will serve as an active resource center and facilitate the development of the Support Groups/Chapters by:

- listing Support Group/Chapters on the Us TOO website and referring individuals to local groups for assistance,
- creating and providing materials for Support Group/Chapter use with men and their families affected by prostate cancer,
- by providing volunteer and staff advice and counsel when needed, including Support Group/Chapters in advocacy and media opportunities, and
- developing and providing conference opportunities for chapter volunteers and staff such as Us TOO University.
- Us TOO International will work with Support Group/Chapters by using its tax-exempt status to accept donations and solicit grants for projects and assure annual Federal tax reporting is complete and
- provide assistance and resources for joint fundraising activities as agreed.

9. SEPARATE ENTITIES

Us TOO and the Support Group/Chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Support Group/Chapter is not liable or responsible for the debts or obligations of Us TOO International Incorporated and Us TOO International Incorporated is not liable for the debts or obligations of the Support Group/Chapter. Each Support Group/Chapter is responsible for filing any required Federal, State and local tax returns.

10. TERMINATION OF CHARTER

Either party may terminate the charter granted to the Support Group/Chapter: (a) for any reason upon sixty (60) days written notice to the other party, and (b) upon ten (10) days notice to the other party in the event of the other party's material breach of this Agreement; provided, a Chapter may request an opportunity to present an objection to a proposed termination to the Us TOO International Incorporated Board of Directors, in which case the proposed termination shall not become effective until ratified by the Us TOO International Incorporated Board of Directors.

Notwithstanding anything in this Agreement to the contrary, upon delivery of notice of termination, for any reason and by either party, the Support Group/Chapter shall promptly deliver to Us TOO International Incorporated a current roster of all members of the Chapter, including all contact information, to enable Us TOO International Incorporated to communicate with such members. From and after the date of termination, the Support Group/Chapter shall cease to identify itself as a Support Group/Chapter of Us TOO International Incorporated and may only utilize printed material bearing any mark of Us TOO International Incorporated with Us TOO International Incorporated's specific written permission for post- termination use.

11. MISCELLANEOUS

11.1 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any disputes shall be DuPage County, Illinois.

11.2 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

11.3 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or mail addressed or directed to Us TOO International Incorporated at 2720 S. River Road, Suite 112, Des Plaines, Illinois 60018 or the Group at the address shown with the signature of the Group President. Either party may change the address for notice by 10 days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

Support Group/Chapter (one signature at a minimum, add a separate sheet for additional)

By _____	By _____
Title _____	Title _____
Date _____	Date _____

Us TOO International, Inc.

By _____	By _____
Title _____	Title _____
Date _____	Date _____