



TimeBanks USA Affiliate Agreement

This Affiliation Agreement is made this **day of** _____, between TimeBanks USA, a nonprofit corporation exempt from U.S. income taxation under Section 501(c) (3) of the Internal Revenue Code, located at: 5500 39th Street, NW
Washington, DC 21005

And TimeBank Affiliate:

Name: _____
Address: _____
City/State/Zip: _____

Whereas the mission of TimeBanks USA is to nurture and expand a movement that promotes equality and builds caring community economies through inclusive exchange of time and talent.

Whereas TimeBanks USA and the TimeBank Affiliate will share the TimeBank core values and seek to advance their implementation.

Whereas TimeBanks USA and the TimeBank Affiliate wish to cooperate to accomplish their shared community building and system change objectives

Whereas TimeBanks USA and TimeBank Affiliate desire to create this affiliation for purposes of developing programs and services, serving the needs of Time Banks, their programs and communities, and cooperating on issues affecting the mission and core values of Time Banking.

Now, therefore, based on mutual consideration, the parties agree as follows:

LICENSE

TimeBanks USA grants a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to Affiliate to use its name, and all trademarks or service marks that TimeBanks USA now or hereafter owns during the term of this Agreement and in connection with Affiliate's provision of services. In order to protect its goodwill, TimeBanks USA retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval. (See **LOGO & TRADEMARK** below.)

TERM

The Term of this Agreement shall be for one year commencing on the effective date set forth above and shall continue until revoked by TimeBanks USA or surrendered by the Affiliate, pursuant to the terms of this Agreement for revocation and surrender.



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BENEFITS

While benefits will vary depending upon the category of membership chosen, payment of the Annual Affiliation Fee by Affiliate to TimeBanks USA shall entitle each affiliate to the following:

- use of *Community Weaver* web-based software as specified by category of membership (covers web hosting fee, hard disk storage space, server maintenance, regular data backups and updates to server-wide software)
- access to the members-only online Coordinator Forum hosted at www.TimeBanks.org
- Invitation to all TimeBanks USA learning opportunities and activities

ANNUAL AFFILIATION FEE

Fees are due annually in accordance with specific membership category and as listed on the membership fees section of www.TimeBanks.org at the time of fee renewal. To be paid on receipt of invoice from TBUSA (either electronically or by mail.) TimeBanks USA will work out monthly payment arrangements if annual affiliation fee cannot be met.

SUBSIDIARY RELATIONSHIPS

TimeBanks USA and TimeBank Affiliate may cooperate with third-party organizations to achieve their respective objectives, but they shall not thereby, directly or indirectly, circumvent the intent of this Agreement. Affiliate agrees that it will not cooperate with third-party organizations to compete, directly or indirectly, with TimeBanks USA conferences, seminars, programs, promotions and or publications without TimeBanks USA's prior written consent.

COMPLIANCE AND LIABILITY

AUTHORIZED AFFILIATE STANDARDS

TimeBanks USA reserves the right to determine the reasonable minimum standards for defining an "authorized affiliate." The current standards are:

- (a) Follow best practices as developed by TimeBanks USA and affiliates to advance mission and core values
- (b) Share best practices with other Time Banks
- (c) Using the terms Time Dollars, Time Credits, Time Hours, or service credits to describe the medium of exchange and use them in accord with the standards and principles that are essential to retaining their tax-exempt status
- (d) Pay membership dues pursuant to type of membership selected and in a timely manner
- (e) Operate in such a manner as to do no harm to TimeBanks USA
- (f) Supply operational and program related data upon request to TimeBanks USA
- (g) Place on all marketing materials, website, etc. when possible, the phrase "An Affiliate of TimeBanks"



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LOGOS & TRADEMARK

The parties acknowledge that TimeBanks USA name and reputation have significant intangible value to both TimeBanks USA and Affiliate. Based upon this acknowledgment, TimeBanks USA hereby grants to Affiliate a limited license to use TimeBanks USA's name (with the word "Affiliate," or words "Authorized Affiliate,") as well as the TimeBanks USA logo and indicia in accordance with this Agreement. All uses of the TimeBanks USA name, logo and indicia are subject to approval by TimeBanks USA to ensure appropriate style and quality of its valuable proprietary property.

The graphic standards set forth by TimeBanks USA concerning the use of its name, logo and trademark shall be adhered to and shall not be altered in any way without the express written permission of TimeBanks USA.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

The Intellectual Property of TimeBanks USA made available through this affiliation may be used for those activities that further the Core Values of Time Banking. The Intellectual Property may not be used in any manner that, in the sole discretion of TimeBanks USA, discredits TimeBanks USA, 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 TimeBanks USA and Affiliate.

Affiliate shall not permit any third party to use the Intellectual Property without TimeBanks USA express prior written approval. TimeBanks USA encourages affiliates to customize intellectual property made available through this affiliation for their own purposes and to distribute it within their own organization. Such authorization is conditioned upon an understanding that the affiliate will provide TimeBanks USA with copies of any derivative works so that the Time Banking community can build upon the cumulative knowledge developed through the network.

If an affiliate wishes to generate revenue from any derivative work that incorporates the intellectual property of TimeBanks USA, it must enter into a Memorandum of Understanding that includes express written approval of TimeBanks USA. TimeBanks USA reserves the right to impose a licensing fee or royalty on the sale of any derivative work by an affiliate to third parties; the fee will be negotiated on a case-by-case basis and will be designed to encourage the creation and distribution of work that furthers the TimeBank movement and promotion of its Core Values.

TimeBanks USA 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 Affiliate's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property of TimeBanks USA and the TimeBanks USA network shall terminate immediately upon the revocation, surrender or other termination of this



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Agreement. The Affiliate's obligation to protect the Intellectual Property shall survive the revocation, surrender or other termination of this agreement.

RELATIONSHIP OF PARTIES

The relationship of TimeBanks USA and Affiliate to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership or agency relationship of any kind between the parties. 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, to use the other's monetary credit in conducting any activities under this agreement, or to represent to any third party that the Affiliate is an agent of TimeBanks USA.

INDEMNIFICATION

Affiliate shall hold harmless TimeBanks USA, its officers, directors, members and agents, 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 which may arise out of the acts or omission of the Affiliate, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

TERMINATION

If for any reason, the Affiliate is unable or unwilling to comply with the terms of this agreement, it will be given three (3) months to comply after written notice from TimeBanks USA. If compliance is not achieved in that time period, the Affiliate will be put on probation and will be given an additional one (1) month to come into compliance. If after that time, The Affiliate still does not meet the minimal criteria for an authorized affiliate, the matter will be turned over to the Board of TimeBanks USA for action. Board action may include terminating this agreement.

Upon termination of this Agreement, Affiliate shall have no further rights to use TimeBanks USA name, logo, intellectual property or indicia and shall cease to reference any affiliation with TimeBanks USA. Termination of this Agreement shall not relieve either party of any obligations due and/or payable to the other party. TimeBanks USA shall be entitled to retain any and all Annual Affiliation Fees paid by the Affiliate.

DISPUTE RESOLUTION

All disputes arising among or between the Parties and relating to this Agreement shall be resolved in the following order of preference

- (a) By good faith negotiation between representatives of the Parties involved who have authority to resolve the dispute fully and fairly
- (b) In the event that negotiations fail to resolve the dispute, the parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American



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Arbitration Association (AAA) using a neutral mediator mutually acceptable to the Parties and with the costs shared equally.

(c) In the event that the mediation provided by Section b fails to resolve the dispute, this Agreement shall be governed by and interpreted under the laws of Washington, DC which are applicable to agreements made and to be performed in Washington DC, exclusive of its conflict of law rules.

Signature

TimeBanks USA, CEO

Signature

Authorized TimeBank
Affiliate Representative