

[PEACE ACTION LETTERHEAD]

Peace Action Affiliation Charter Agreement

(A) Peace Action™ Agrees:

1. Use of Trademarks. Idaho Peace Coalition, Inc. will have the right to use the following names protected by trademark: "Peace Action," "SANE," "SANE/FREEZE," "Nuclear Weapons Freeze Campaign," and "Campaign for Global Security" while this agreement is in effect.
2. Territory. For the duration of this Agreement, the Idaho Peace Coalition, Inc. shall be National's exclusive affiliate in the geographic area of southwest IDAHO, primarily Ada and Canyon Counties ("Territory").
3. Chapters. Within its Territory, the Idaho Peace Coalition, Inc. may establish chapters and other sub-affiliate bodies, as long as they agree to abide by the terms and provisions of this agreement and its attachments.
4. National's Services to Idaho Peace Coalition, Inc. and Individual Donors. National will provide the Idaho Peace Coalition, Inc. and each current Idaho Peace Coalition donor with the services listed in Appendix I of this agreement, unless, due to financial distress, National has to curtail its services (in which case it will promptly advise Idaho Peace Coalition, Inc.).
5. Group exemption. The Idaho Peace Coalition, Inc. declines to use National's group tax-exemption, which provides §501(c)(4) status without separate application to the IRS. The Idaho Peace Coalition, Inc. is a §501(c)(3) corporation and, as such, no substantial part of the activities of the Idaho Peace Coalition, Inc. shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Idaho Peace Coalition, Inc. shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office notwithstanding affiliation with Peace Action.
6. Individual Members. Upon commencement of this Affiliation, each individual, organization or business that donates money or services to the Idaho Peace Coalition, Inc. (donor) may become and remain a member of National, with all member privileges, upon the Idaho Peace Coalition, Inc. providing National with the donor's name, address, and the date and amount of their gift. National will provide the Idaho Peace Coalition, Inc. with the name, address, and the date and amount of their gift of individuals with

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mailing addresses in the Territory who join National, and the Idaho Peace Coalition, Inc. will extend them all benefits that Idaho Peace Coalition, Inc. donors receive.

7. Charges for National Services Not Included in Agreement. Upon request by Idaho Peace Coalition, Inc. to National's Executive Director, National will provide additional services not covered in the agreement with a fee for service negotiated between parties if/when it is necessary.

(B) Idaho Peace Coalition, Inc. Agrees:

1. Purposes, Programs. Idaho Peace Coalition, Inc. agrees to pursue only those purposes and programs that are not inconsistent with, and are supportive of the mission, purposes, and programs of National as determined by the Peace Action and Peace Action Education Fund Board of Directors and affiliates and chapters and described in the Long-Range Strategic Plan and the Comprehensive Program adopted at the Biennial National Conference.
2. Use of Name. Idaho Peace Coalition, Inc. may utilize the name "Peace Action" in its organizational name and by identifying its affiliation with National prominently on letterhead, membership cards, business cards, publications, and other public documents, but shall discontinue all use of the name, or any suggestion of a relationship with Peace Action, upon termination of this agreement.
3. Corporate and Tax Status. The Idaho Peace Coalition, Inc. is responsible for its own corporate status (Articles of Incorporation and Bylaws) and only conducts operations that are consistent with §501(c)(3) tax-exempt status. The Idaho Peace Coalition, Inc. must comply with local, state and national registration, filings, licensing, and tax requirements.
4. Financial Obligations, Dues Sharing Arrangements. The Idaho Peace Coalition, Inc. agrees to make prompt payment of its affiliate annual dues in an amount to be adjusted - annually and determined by the number of Idaho Peace Coalition donors and other financial obligations to National (as established by National's Board).
5. Affiliate Fundraising from Nationally Renewable Members. The Idaho Peace Coalition, Inc. is encouraged to have frequent non-fundraising (programmatic) contact with the Nationally renewable members in their Territory. In addition, the Idaho Peace Coalition, Inc. is guaranteed at least one fundraising appeal to nationally recruited members in a calendar year but must consult with the Development Director on the timing of that and any additional appeals.

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6. Voting Rights. The Idaho Peace Coalition, Inc. Spokes Council may elect representatives to the National Board and Congress according to national guidelines and participate as voting delegates to Peace Action’s National Congress to help determine major policies, campaigns, programs and strategies of the overall organization. Decisions made at the National Congress set priorities for the national organization. Affiliates in good standing may elect as many as five representatives from each congressional district in their state or region.

7. Membership Benefits. The Idaho Peace Coalition, Inc. shall receive an array of “Benefits of Affiliation” as determined by the National Board with the current version attached.

8. Affiliate’s Donors, Services, Mobilizing. The Idaho Peace Coalition, Inc. will maintain donor lists and share them with the national office upon affiliation and thereafter on a bi-annual schedule. The Idaho Peace Coalition, Inc. will maintain contact with donors by email and/or mail throughout the year. The Idaho Peace Coalition, Inc. and its supporters are responsible for developing campaigns for southwest Idaho. The Idaho Peace Coalition, Inc. also agrees to participate in the development and implementation of nationally coordinated campaigns established by the National Congress.

9. Budgets, Finances. The Idaho Peace Coalition, Inc. will compile annual plans and end-of-the-year financial reports for the organization and provide these to the national office.

(D) Both Parties Agree:

1. Governing Documents. In addition to this Agreement, both parties shall comply with the Peace Action Bylaws (mainly Article IV) and maintain campaign and programs in their affiliate area consistent with Peace Action National policies and positions, as developed by the national board of directors.

2. Duration of affiliation. Unless otherwise terminated pursuant to the provisions of this Agreement or National's Bylaws, this Agreement shall remain in effect until sixty (60) days after either party has given the other written notice of intention to terminate.

3. Matters of National Policy. The National Board's Membership and Affiliation Committee shall attempt to resolve all disputes concerning National policy. That Committee's decision may be appealed by either National's Executive Director or the Idaho Peace Coalition, Inc. to the National Board, the Executive Committee of which may make interim rulings pending action by the full Board.

4. Disputes. We will both use our best efforts to amicably resolve any disagreement or dispute that arises under this agreement. If that does not resolve it, either party can submit it to

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binding arbitration, with each party selecting one arbitrator and those two agreeing upon a neutral third arbitrator whose vote shall be decisive if the parties' arbitrators fail to agree. The costs of arbitration shall be shared, with each party bearing its own separate costs. To minimize arbitration costs, documentary and telephone communication shall be utilized to the extent feasible.

5. Disciplinary Actions and Charter Revocation. No Affiliate may have its charter revoked or be subject to other directive or disciplinary remedies without a two-thirds vote of those National Directors present at a National Board meeting called after at least ten (10) days written notice specifying the proposed action and underlying reasons.
6. Reporting/Data Sharing. Each party will provide the other with their current (and during the course of this agreement, any changes to their) Articles of Incorporation, Bylaws, Constitution, Board membership, and, if requested, other information about organizational structure, governance or other pertinent organizational matter.
7. Relationship between the Parties. The Idaho Peace Coalition Inc. and National are separate entities. Neither is the other's agent, nor has the authority to bind the other, except as may be specifically authorized in writing.
8. Information/Reporting, Payments. On an annual basis, based on data it has received from members and from the Idaho Peace Coalition, Inc., National shall provide the Idaho Peace Coalition, Inc. with an invoice for affiliate dues. However, membership and financial data will be exchanged twice annually.

Both the Idaho Peace Coalition, Inc. and National will carry a separate account on its books covering its financial obligations to and claims against the other. Both parties agree to share statements of these accounts with the other as requested and at least annually and to attempt to resolve any outstanding differences between them.

9. Payments. Any payment owing under this Agreement shall be due within 30 days of invoice, with interest on any overdue balance payable at 1% per month, after a 30 day grace period.
10. Membership Renewals. For four years from the date of recruitment, National alone shall renew and retain dues from members secured by National's acquisition program. After four years, the Idaho Peace Coalition, Inc. must choose whether renewals of said individual members will be handled by National or by Affiliate.

11. General Provisions

- a. Notice, Modifications. Notices to either party shall be in writing and sent to National's

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Executive Director and to Board President for the Idaho Peace Coalition, Inc., and any amendments to this agreement must be signed by both parties.

- b. Governing Law. This Agreement shall be construed under and governed by the laws of the District of Columbia.
- c. Waiver, Severability. No course of dealing between the parties or any failure or delay by either party to exercise any right or remedy under this Agreement waives any such right or remedy. Should any provision of this Agreement be invalidated it shall not affect the validity or applicability of any other provision.
- d. Entire Agreement, Gender. This Agreement constitutes the entire agreement between the parties regarding its subject matter, and all singular and plural, masculine and feminine, and personal and impersonal terms used in this Agreement shall include the other, except as inappropriate in specific circumstances.

By counter-signing this letter agreement, the Idaho Peace Coalition, Inc. attests to the fact that its Governing Board has voted to affiliate with Peace Action, and hereby applies for Affiliate status.

For Affiliate

Title

Date

The application of (Affiliate Name) is hereby approved, effective: _____, 2009.

Name Title

Date

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Appendix I:

BENEFITS AND SERVICES

All members are entitled to certain benefits and services because of their relationship to Peace Action. From time to time, the national office or Board may add to or vary the mix of these things. No services, however, can be eliminated without the consent of both parties. Only under extraordinary circumstances, when necessary to assure the continuation of the organization, may the national Board of Directors vote to eliminate any of these benefits.

Services to members

The following is a summary of the benefits and services each Peace Action member receives during the 12-month period s/he is "current":

1. Quarterly newsletter, The Action Report, delivered to your door with in-depth analysis of our movement.
2. The right to vote in elections of representatives to the National Congress and national Board of Directors.
3. A national spokesperson/s selected from their local affiliate.
4. Coordinated lobby efforts and an opportunity to participate in a legislative action network.
5. Coordinated national programs.
6. Sharing in the commitment, spirit, and hope of a national organization working for peace and justice.
7. Regular opportunities for joint action and involvement.
8. Education and other services through the International Committee.
9. A team of activists, organizers and citizens dedicated to empowering you to TAKE ACTION on the issues that impact your community most.
10. Access to speaking events, festivals, concerts, movie screenings and community meals locally and in Washington, DC.
11. Up-to-Date information about the issues that matter the most to a peaceful future through email updates.
12. Monthly eAction Reports keeping you in touch with our work across the country and on Capitol Hill.

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Attachment A

Affiliate Checklist

1. _____ Contact Information Provided Below:

Affiliate Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Name of principal contact: _____

Our organization is ___ or is not ___ incorporated.

2. _____ Articles of Incorporation and Bylaws, or other organizing document, are attached.

3. _____ A list of our board members with their names, addresses, phone numbers, and emails is attached, indicating:

1. Length of term for board member:

2. Means of election

a. Annual meeting: _____

b. Member ballot _____

c. Other: _____

5. _____ We understand that National will add the Affiliate office email addresses to National's Peace Action action alert email list and Affiliates listserv. In addition, have attached a list of other names we would like included in that email alert list. IPC is encouraged to have its board members and Spokes Council leaders (or whatever core leadership group you identify) on these listservs so they are kept abreast of the national organization's activities.

6. _____ We have made arrangements to send our affiliate membership list to the national office (Attn: Peter Deccy, Development Director pdeccy@peace-action.org, 202.862.9740, ext.3026), and indicate here:

Number of Members: _____

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Type of database: _____

Name and contact information of person who maintains list (if different from principal contact.) _____.

7. ____ We have chosen an interim representative to the national board:

Name: _____

Address: _____

Phone: _____

Email: _____

8. Membership Renewals

____ Affiliate will conduct and collect renewals with annual fee payable to National

____ National will conduct and collect renewals and remit to Affiliate 25% of gross revenues received quarterly.

9. ____ Affiliate wants National to provide additional services on a fee-for-service basis and has completed the attached sheet.

10. Affiliate will attempt to have a representative participate in the majority of our every-other-week Affiliates Strategy Conference calls (currently every other Friday at 12:00 Noon eastern/10:00 am mountain time).

11. IPC will do its best to keep Paul Kawika Martin, Organizing and Policy Director, informed of information and intelligence regarding your communications with Idaho Members of Congress. When possible, IPC will notify national of upcoming meetings with Members of Congress or staff regarding any of Peace Action's top tier issues.

I certify the above information and request formal affiliation with Peace Action effective this date.

Name

Date

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Affiliate Wants National To Provide the Following Additional Services
On A Fee-For-Service Basis.

[insert list and costs here]

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