AMIGOS DE LAS AMÉRICAS
CHAPTER LICENSE AGREEMENT

THIS FIRST AMENDED AND RESTATED LICENSE AGREEMENT (the “License Agreement”) is entered into effective as of the Commencement Date (as hereinafter defined) between Amigos de las Américas, a Texas not-for-profit corporation (“AMIGOS”), and _______________________, a [State] not-for-profit corporation.

WITNESSETH:

WHEREAS, AMIGOS made and entered into a Chapter License Agreement dated [Insert Date] (“original agreement”) and is desirous of amending and restating the original agreement with this License Agreement; and

WHEREAS, AMIGOS is headquartered in Houston, Texas and operates throughout the Americas with a vision where each young person becomes a lifelong catalyst for social change and a mission to inspire and build young leaders through collaborative community development and immersion in cross-cultural experiences; and

WHEREAS, AMIGOS is the owner of the “Amigos de las Américas” and the “AMIGOS” trade name, logo and mark (collectively, the “AMIGOS Marks”) which AMIGOS has used continuously since 1965 and for which AMIGOS has filed a federal collective service mark application, and the AMIGOS brand; and

WHEREAS, “Chapters” of AMIGOS are non-profit corporations operating pursuant to the AMIGOS Operating Agreement, attached as Exhibit A, and;

WHEREAS, the Chapters are from time to time organized and located in various cities and States throughout the United States and elsewhere responsible for their respective operations within their respective jurisdictions and offering local communities the opportunity to participate in AMIGOS service projects in the Americas and to serve their local communities. The jurisdiction for each Chapter is determined in partnership with the Chapter leadership, staff of the Corporation, and any Chapter that is in adjacent areas; and

WHEREAS, “Affiliates” of AMIGOS are groups in various cities and states throughout the United States whose work is administered by and through the Corporation, according to the AMIGOS Affiliate Agreement, and are responsible for recruiting and when appropriate, training, participants for AMIGOS service projects in the Americas; and

WHEREAS, AMIGOS is governed by the AMIGOS International Board of Directors (the “International Board”) which is elected by the duly constituted representatives of the Chapters (“Convention of Presidents”); and
WHEREAS, AMIGOS operates administratively through the corporate headquarters of AMIGOS (henceforth the “Corporation”); and

WHEREAS, the single overarching purpose of the activities of the Corporation, Chapters, the International Board and affiliates is to provide an AMIGOS experience to as many young people as possible;

WHEREAS, the success of AMIGOS depends upon the mutual effort of AMIGOS and the Chapters, and close cooperation and communication between AMIGOS and the Chapters is important to accomplish the mission of AMIGOS; and

WHEREAS, the undersigned entity ("Applicant") desires to obtain from AMIGOS a non-exclusive license to establish a chapter of AMIGOS, or to continue the operation of an existing chapter, and use the AMIGOS Marks; and

WHEREAS, it is necessary and in the best interests of the parties hereto to establish the legal relationship and undertakings to which the Applicant and AMIGOS mutually obligate themselves as they work together to implement the mission of AMIGOS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby do agree as follows:

I.   GRANT OF LICENSE

AMIGOS hereby grants to the Applicant (hereinafter referred to as “Chapter”) a revocable, nonexclusive license to operate and maintain an AMIGOS chapter in: ____________, ____________, on and subject to the terms and conditions set forth below.

II.  TERM OF LICENSE AGREEMENT

The term of this License Agreement and the licenses contained herein shall commence on the last date of its signing by both the AMIGOS President and President of the Chapter, as indicated below (“Commencement Date”). This License Agreement shall be renewed every 5 years at the time of the Annual Meeting and reviewed by each Chapter President on an annual basis.
III.  STATUS OF CHAPTER

Chapter is a licensee of AMIGOS and is not an agent, partner, instrumentality, contractor or representative of AMIGOS for any purpose whatsoever. Neither Chapter nor AMIGOS has authority of any kind to act on behalf of or to bind the other in any manner. AMIGOS does not exercise day-to-day control over Chapter operations and is not responsible for the operations or decisions of Chapter, except as Chapter is subject to the general supervision and control of AMIGOS to the extent set forth in this License Agreement and the Operation Standards. A Chapter is not responsible for legal or financial matters incurred by the Corporation or the AMIGOS International Board. The Chapter agrees to indemnify and hold the AMIGOS Corporation and International Board harmless from and against all claims, suits damages, liabilities and costs, including reasonable attorney fees, arising from Chapter’s break or violation of the terms of this agreement or applicable state or federal laws.

IV.  OPERATIONS STANDARDS FOR AMIGOS AND CHAPTER

At all times during the term of this License Agreement, Chapter represents, warrants, covenants and agrees with AMIGOS and AMIGOS represents, warrants, covenants and agrees with Chapter that each shall conduct and conform their respective practices and procedures in accordance with the Operating Standards for AMIGOS and Chapters (“Operating Standards”) attached hereto as Exhibit “A” and incorporated herewith by reference as though fully set forth herein. The Operating Standards may only be amended from time to time upon the mutual agreement of Corporation and the AMIGOS Convention of Presidents, which amended Operating Standards shall be automatically binding upon AMIGOS and each Chapter.

V.  LICENSE TO USE AMIGOS MARKS

AMIGOS hereby grants to Chapter and Chapter hereby accepts from AMIGOS, a non-exclusive right and license to use the AMIGOS Brand & Marks during the term of this License Agreement. Chapter represents, warrants, covenants and agrees with AMIGOS that Chapter will conduct and conform its use of the AMIGOS Branding Standards & Marks in accordance with the Operating Standards and the Logo and Branding Standards attached hereto as Exhibit “B”, respectively, and incorporated herewith by reference as though fully set forth herein.

VI.  TERMINATION OF A CHAPTER

A.  Grounds.

1. This License Agreement may be terminated [henceforth “Involuntary Termination”] solely for Cause as determined in good faith by the International Board of the Corporation. As used herein, the meaning of the term “Cause” includes, but is not limited to, Chapter’s material violation of the terms and conditions of this License Agreement, the Operating Standards or the Logo and Branding Standards; financial insolvency; materially failing to comply with the requirements AMIGOS issues
from time to time; a transfer, assignment or encumbrance or attempt to transfer, assign or encumber its rights under this License Agreement or any interest therein except strictly in accordance with the terms of this License Agreement.

2. A Chapter may voluntarily terminate this License Agreement upon not less than ninety (90) days’ prior written notice to the Corporation. If the Chapter wishes to convert from a Chapter to a regional affiliate, they will provide not less than ninety (90) days’ prior written notice to the Corporation and must then complete the necessary registration process for a regional affiliate. If a Chapter chooses to voluntarily terminate this Agreement, the steps for “involuntary termination” do not apply.

B. Conditions Precedent for Involuntary Termination.

Before Involuntary Termination a Chapter will be provided a written warning that failure to meet the requirements of this License Agreement may result in such Chapter’s termination, but the warning will also initiate a process (“Process”) by which Chapter may obtain assistance from the Corporation, and/or other chapters or chapter leaders to help correct the present default and preserve volunteers’ participation. The chapter will also have the option of converting to a regional affiliate of the AMIGOS Corporation. The process of termination or conversion to regional affiliate shall similarly be initiated and pursued in the event of a termination pursuant to Section VI.A.2.

C. Procedure for Involuntary Termination.

Termination of this License Agreement shall be initiated by a written Intention to Terminate Notice (“IT Notice”) delivered to Chapter by the International Board. The IT Notice shall state in sufficient detail the reason(s) for termination.

1. Chapter shall have forty-five (45) days next following receipt of the IT Notice to forward a written response to the International Board. In the event Chapter fails or refuses to submit a written response within such time period, the failure to respond may be deemed to be an acceptance of the reason(s) for termination set forth in the IT Notice.

2. A meeting of the International Board shall be called at the earliest reasonable date to review the IT Notice and Chapter’s written response (or failure to respond) and to vote on whether to terminate this License Agreement. Reasonable effort shall be made to conduct the International Board meeting within thirty (30) days of receiving the written response from Chapter, or, within seventy-five (75) days next following delivery of the IT Notice if no response from Chapter was received by the International Board within forty-five (45) days following delivery of the IT Notice.

3. If a majority of the International Board votes affirmatively for termination of this License Agreement, the International Board shall forward its decision and any findings of fact or law (“Findings”) to the Convention of Presidents, along with Chapter’s written response to the IT Notice.
4. Upon receipt of written notice of the Termination Vote, Chapter shall immediately cease and desist using the AMIGOS Mark and Brand and shall immediately cease and desist in any and all activities associated with AMIGOS, except those as may be necessary to wind up the terminated Chapter’s operations and affairs, including dissolution and liquidation of Chapter.

5. Current volunteers associated with the terminated Chapter shall be allowed to participate as AMIGOS International Office Volunteers (“IOVs”). All amounts paid to the Corporation by or on behalf of said volunteers shall be credited to their fees as IOVs and all amounts raised by said volunteers through fundraising efforts and paid to the corporation shall be credited to the IOV’s as a group in accordance with then applicable laws, rules and regulations.

D. Return of Property.

Promptly upon notification of the Termination Vote, or in the event a Chapter voluntarily terminates pursuant to Section VI-A.2, Chapter shall deliver to IO any and all marketing materials containing any AMIGOS Marks, any and all other marketing materials, training or instruction manuals in the possession of Chapter previously delivered or supplied to Chapter by AMIGOS.

E. Residual Chapter Funds.

Pursuant to then applicable laws, rules and regulations, but no later than one year after the termination of Chapter, all funds held by Chapter, after all legal, accounting and other fees and expenses are paid, shall be transferred to AMIGOS, if state and local laws permit. Such funds shall be held by AMIGOS in escrow for one year, at which time, if Chapter has failed to reinstate the License Agreement, such then remaining funds, if any, shall become the sole property of AMIGOS, if individual chapter articles, state and local laws permit.

F. Change of Chapter Name and Discontinuing Activities.

Upon receipt of the Termination Vote, Chapter agrees to change the name of the corporate entity with the state and local agencies so it will no longer contain the name “Amigos” or “Americas”, or any derivative of these two terms, in its name. Chapter further agrees not to engage in any project or enterprise involving youth or service programs or projects in the region of the Americas for not less than two years next following the Termination Vote.

VII. REINSTATEMENT OF CHAPTER

Any reinstatement of Chapter and this License Agreement following termination hereunder shall only occur in the sole discretion of the International Board, exercising reasonable judgment, and shall be subject to such conditions and requirements as the International Board may reasonably require.
VIII. MISCELLANEOUS PROVISIONS

A. Sub-license.

This License Agreement is non-transferable and may not be sub-licensed.

B. Governing Law and Forum Selection.

This License Agreement shall be governed by Texas law. The exclusive forum for any disputes concerning the License Agreement and/or the relationship of the parties hereto shall be a state or federal court of competent jurisdiction located in Harris County, Texas.

C. Amendments.

This License Agreement may be amended only by the Corporation to comply with any federal or state legislative or regulatory changes or any changes that are recommended or required by the Corporation’s insurance underwriters.

D. Notices.

All notices, requests and other communications to any party hereunder shall be in writing, shall be given to such party at its address set forth below or at such other address as shall be furnished by any party by like notice to the others. Each such notice, request or other communication shall be deemed to have been duly given (i) as of the date of delivery, if delivered personally, (ii) as of the date of message, if delivered via electronic mail (iii) upon the next business day when delivered during normal business hours to a recognized overnight courier service, such as Federal Express, or (iv) on the date of delivery or refusal shown on the return receipt therefor if sent by United States certified or registered mail, return receipt requested and postage prepaid.

If to AMIGOS

5618 Star Lane
Houston, Texas 77057
Attention: President/CEO
Email:______________________

If to Chapter

Email:______________________

Email:______________________
or such other alternative addresses or persons as AMIGOS and Chapter ("Parties") may from time to time designate in writing in the manner provided in this Section.

E. **Successors and Assigns.**

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, agents and permitted assigns, as the case may be; provided, however, that Chapter shall not assign or delegate this License Agreement or any of the rights or obligations created hereunder except as provided for in this License Agreement.

F. **Independent Parties.**

Nothing in this Agreement constitutes a partnership between or joint venture by the Parties hereto or constitutes either Party as the agent of the other. Neither Party shall hold itself out contrary to the terms of this section, and neither Party shall become liable by any representation, act or omission of the other Party which is contrary to the terms of this Section.

G. **Entire Agreement.**

This License Agreement, including any exhibits, schedules, amendments or other attachments hereto, constitutes the entire License Agreement between the Parties hereto and supersedes and cancels any and all prior or contemporaneous negotiations, undertakings, discussions or agreements between the Parties.

H. **Waivers and Remedies.**

No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any breach of any representation, warranty or covenant contained in this License Agreement shall in no way be limited by the fact that the act, omission, occurrence or other statement of facts upon which any claim of any such breach is based may also be the subject matter of any other representation, warranty or covenant contained in this License Agreement (or in any other agreement among the Parties) as to which there is no breach.

I. **Severability.**

This License Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this License Agreement.
Agreement or of any other term or provision hereof. To the extent such invalidity or
unenforceability has a material impact upon the expectations of the Parties hereto, the Parties
agree to make appropriate modifications to this License Agreement to take such impact into
account.

J. Captions and Headings.

The captions and section headings used in this License Agreement are for convenience of
reference only and shall not be deemed to expand, contract, alter or restrict any term or condition
herein.

K. Counterparts; Terms.

This License Agreement may be executed in two or more counterparts, each of which
shall be deemed an original and all of which together shall be considered one and the same
agreement. All references herein to sections and exhibits shall be deemed references to such parts
of this Agreement, unless the context shall otherwise require. All references to the masculine,
feminine or neutral gender, or to the singular or plural, shall include the other as the context may
require. The use of the terms “including” or “include” shall in all cases mean “including, without
limitation” or “include, without limitation,” respectively. Reference to any agreement (including
this License Agreement), document or instrument means such agreement, document or
instrument as amended or modified and in effect from time to time in accordance with the terms
thereof and, if applicable, the terms hereof. The use of the terms “hereunder,” “hereof,” “hereto”
and words of similar import shall refer to this License Agreement as a whole and not to any
particular Section or clause of or exhibit or schedule to this License Agreement.
L. **Exhibits and Schedules.**

The exhibits and schedules attached hereto are a part of this License Agreement as if fully set forth herein.

**IN WITNESS WHEREOF,** the Parties hereto execute this License Agreement by their duly authorized representatives.

**AMIGOS DE LAS AMÉRICAS,**
a Texas not-for-profit corporation

By: ________________________________
Date: September xx, 2014
Name: Sara Nathan, CEO

_______________________________
a not-for-profit corporation

By: ________________________________
Date: ________________________________
Name: ________________________________

Chapter President
AMIGOS DE LAS AMERICAS
2014 AMENDED AND RESTATED
OPERATING STANDARDS FOR AMIGOS AND CHAPTERS

These 2014 Amended and Restated Operating Standards of the Licensing Agreement for Amigos de las Américas (AMIGOS) were adopted by the International Board of Directors and by the Convention of Presidents and have been made effective as of [date]. They shall continue in full force and effect from and after such date unless they are modified by the affirmative vote of both the International Board and the Convention of Presidents. These Operating Standards are intended to set out practices and procedures governing the interaction between the Chapters and the Corporation in outlining the expectations of all parties signing the Licensing Agreement and in order to maintain chapter status as outlined in the Licensing agreement.

Preamble

The success of AMIGOS depends upon the mutual efforts of AMIGOS International Board and International Office and the Chapters. On-going close cooperation and communication is important for effective, efficient and safe programs, which accomplish the overall mission of AMIGOS. These Operating Standards are to be adopted and adhered to toward this end.

I. Obligations and Operations of the AMIGOS Corporation

A. AMIGOS shall be incorporated as a non-profit organization in the State of Texas and shall at all times be in good standing and in compliance with applicable state and federal law.

B. The Corporation has sole authority to operate youth or service programs under the name of AMIGOS or Amigos de las Américas, domestically and internationally. The Corporation also approves the names of AMIGOS Chapters and DBA (“Doing Business As”).

C. The Corporation shall establish the annual Volunteer Participation Fee, the Chapter Volunteer Withdrawal Penalties and Payment Schedules and any Fee increases, after advance notice, communication and consultation with the Chapter Presidents.

D. If the Corporation receives an application for the International Office Volunteer Program that indicates the applicant currently resides within a Chapter’s geographic area, the Corporation will refer the applicant to the Chapter, if the chapter is currently accepting applications. If the chapter is not accepting applications or the applicant is unable to participate in the chapter, the Corporation will move forward with recruiting these individuals into the AMIGOS program.
E. The Corporation will obtain the necessary consents and agreements from host countries and communities and sponsoring agencies or organizations in connection with its youth service projects.

F. The Corporation will plan, negotiate and contract for the logistical needs of its youth service projects, including, but not limited to, volunteer and project supplies, housing, food, medical care, transportation within the host countries and domestic and international flights.

G. The Corporation will maintain an emergency support and communication system while its youth service projects are underway to address the health and safety of AMIGOS staff and volunteers. To the extent that the service projects may have to be changed on short notice, the Corporation will use its best effort to open alternative projects.

H. The Corporation shall provide each Chapter advance notice, communication and consultation of any proposed changes to its Articles of Incorporation or By-laws.

I. The Corporation agrees that individual Chapter concerns regarding the governance of the corporation can be presented to the International Board through the International Board Chapter Representatives, who are duly elected International Board members. The Chapter concerns regarding administration should be shared with the Corporation. The International Board may refer concerns to the Corporation that it deems are administrative in nature.

J. The Corporation shall maintain data integrity in the management of a shared database and internal communication system. When Chapters provide updated information to the Corporation about AMIGOS constituents, the Corporation will input the data into the database.

K. Each year the Corporation will make available copies of its audited annual financial statement prepared by an independent auditor.

L. The Corporation will make available the volunteer application form for each chapter via the chapter’s corresponding webpage on the official AMIGOS website.

M. The Corporation will supply to each Chapter according to the Master Calendar of Events schedule, the following materials:
   • Core Curriculum for volunteers (including all applicable handbooks),
   • Parent Preparation Materials (including all applicable handbooks),
   • Recruiting materials,
   • Fundraising materials,
   • and such other materials as may be prepared by AMIGOS for purposes of recruiting and training volunteers or otherwise assisting the Chapter, together with such other information as a Chapter may reasonably request.
The Corporation will publish and maintain its annual Master Chapter Calendar in an easily accessible format and agrees to abide by the Master Chapter Calendar. Best efforts will be made to provide adequate time for the Chapters to reasonably meet the deadlines provided in the Master Chapter Calendar.

N. The Corporation will provide templates, guides and trainings for technical and administrative ongoing work of Chapter operations. Examples include: assistance in financial management, recruiting, fund raising, board management, board development, chapter administrative management, referrals of return volunteers, volunteer trainings, parent training and a mechanism to allow sharing of information and best practices among Chapters.

O. The Corporation will provide support to Chapters who are not able to meet recruitment goals as defined in Section II.C.2 for a maximum period of three years. Assistance may include: support from AMIGOS recruitment staff in developing and/or enhancing a recruitment strategy; support in outreach and partnership building in the chapter region on behalf of the chapter; and support with other administrative efforts, such as training and lead management, in order to enable chapter leaders to focus on successful recruitment for AMIGOS programs.

P. The Corporation will provide an annual meeting for the Corporation, International Board, Foundation and Chapter Presidents. The Corporation will provide a Training Director Workshop and support other meetings and workshops for chapter leaders that promote skills and knowledge to enhance Chapter operations.

Q. The Corporation will make the final selection of volunteers and program staff. It will also determine project assignments based on the indicated preferences submitted by applicant. In the event the Corporation deems it necessary to dismiss a volunteer prior to his/her departure to the youth service project, the Corporation shall notify the relevant Chapter President or his/her designee in making a final determination. If the International Office dismisses such volunteer, it will provide a refund to the Chapter per the refund schedule established for that year. If the Corporation finds it necessary to dismiss a volunteer following the volunteer’s gateway city departure to his/her Latin American service project, no refund will be made.

R. The Corporation will consider providing financial assistance in the form of annual Volunteer Participation Fee discounts as part of its budgetary process to Volunteers applying for and meeting financial assistance requirements.

S. The Corporation will manage all payroll processing for chapter paid employees. See Exhibit C.

T. The Corporation will provide an annual registration process for all chapter board members which includes gathering contact information, non-profit board member responsibilities,
role specific requirements, trainings, orientation, background checks, organizational policies and procedures as applicable.

U. The Corporation will maintain regular communications with each Chapter to keep each Chapter apprised of AMIGOS’ activities, programs, services, finances and policies. As part of this responsibility, the Corporation will develop and make available to each Chapter a written record of policies and procedures that directly involve chapters and volunteers, as well as any subsequent changes to these policies and procedures.

V. The Corporation will provide Commercial General Liability and Commercial Umbrella Liability insurance coverage, as allowed by law, for each active Chapter. Details about insurance coverage will be provided to each Chapter board member as a part of their annual registration and will be updated with any legal changes and industry standards.

W. The Corporation will maintain a consistently reliable web site that promotes a positive public image and presents sufficient information to encourage participation by volunteers and to aid new and prospective volunteers in gathering information about youth service project offerings of AMIGOS. The web site will include information that will link to a section dedicated to each local Chapter.

X. The Corporation will provide opportunities for Chapter leaders to participate as non-voting members of the standing committees and task forces of the International Board. Only Chapter leaders who are International Board members may serve on the Executive, Governance or Finance Committees of the International Board.

Y. The Corporation, in conjunction with the International Board, Foundation and Chapters, will engage in fundraising to augment its philanthropic support.

Z. The Corporation will provide credit card processing services for donations and payments as allowed by the state and federal law.

II. Obligations and Operations of Each Chapter

A. Each Chapter shall be incorporated and licensed as a non-profit organization under the group 501(c)3 status of the AMIGOS Corporation, unless otherwise required by the chapters’ home state. The Chapter will obtain approval from the Corporation for the name of the Chapter and any DBA (“Doing Business As”). Each Chapter shall at all times be in good standing and in compliance with applicable state and federal law. Copies of each Chapter’s Articles of Incorporation and By-laws, as amended from time to time, shall be provided to the Corporation.
B. Each Chapter shall at all times have:

1. A board of directors, consisting of at least three officers including a President and a Treasurer [these roles may not be filled by the same individual].
2. An individual who serves as a focal point for recruitment and communicates recruitment plans and updates to the corporation; and
3. An individual who is responsible for training participants if the chapter chooses to run a training program.
4. Regular board meetings for which written minutes shall be maintained.

C. In order to maintain chapter status and good financial standing, a chapter must meet the following:

1. All conditions outlined the Exhibit A: Operating Agreement.
2. Recruit a minimum of 10 participants per summer program and/or 3 participants for the Gap Year program for each fiscal year. The AMIGOS Corporation will provide direct support for chapters who are not able to meet recruitment goals. Please see “Section O in Obligations of the AMIGOS Corporation.”
3. All conditions outlined the Exhibit B: Logo and Branding Standards.
4. All conditions outlined in Exhibit C: Co-Employment Agreement.
5. Must maintain all tax and organizational filings at the federal, state and local level, as required by law AND copies of these filings must be submitted to AMIGOS headquarters within 30 days of filing.

D. Each Chapter acknowledges that the number of volunteers it sends to AMIGOS’ youth service projects annually is critical in determining project budgets, in project planning, and general organizational functioning and will promptly advise the Corporation of any changes in volunteer numbers.

E. Each Chapter shall conform to and support the principles, policies and procedures set forth in the AMIGOS’ Articles of Incorporation, By-laws, and other operating policies and procedures as revised from time to time.

F. Each Chapter shall submit to the Corporation the following information regarding Chapter activities, as well as such other information as the International Office may reasonably request, in accordance with the annual Master Chapter Calendar published in accordance with these Operating Standards:

- Annual meeting board minutes
- Annual Board rosters
- Annual budget
- Annual financial statement
- IRS Form 990s
- Annual state tax returns or reports, as applicable
- Chapter calendar
Recruitment plan
Annual training schedule
Copies of the meeting minutes, as requested

G. Any new board members will promptly complete the chapter board registration process no later than 30 days after joining the chapter board.

H. Each Chapter shall use only brand messaging, marks and marketing materials developed by or approved by the Corporation.

1. Any materials generated by the Chapter will be submitted to the marketing department of the Corporation.

2. Each Chapter will use only the current vision, mission, diversity statement, logo, and all other marks of AMIGOS on any publication, print or messaging for the organization. All old versions may only be used in the 30 days after adoption of any new or updated marks as may occur from time to time. Any print materials may be used for the rest of the program year.

3. The Chapter will utilize its own pages on the AMIGOS official website for all public promotion.

I. Each Chapter will support the Corporation in maintaining data integrity through the use of the organizational database and internal communication system. The goal of centralizing constituent data is to ensure that AMIGOS stays in contact with constituents, including alumni, families and friends, as well as ensuring effective and efficient donor stewardship. See “Section J under Obligations of the Corporation.”

J. Each Chapter will send a representative to in-person meetings organized by the Corporation, including the Annual Meeting and the Training Director workshop, if the Chapter conducts a training program. The Mid-Year Chapter Leader meeting will be organized by the Chapter Representatives to the International Board. The Corporation will also explore options for virtual meetings to allow for cost-savings.

K. Each Chapter will pay all employees and when applicable contractors, through the Corporation’s payroll processing service. For any contractor paid directly by the Chapters, the Chapter must issue a 1099.

L. Each Chapter that chooses to run a training program will do so in accordance with AMIGOS program training requirements established by the Corporation, including but not limited to the Core Curriculum and online training activities. The Chapter training staff will participate in the Corporate run training for trainers. For each Chapter not choosing to run a training program, those volunteers will complete an International Office volunteer training program offered by the Corporation at the associated cost, prior to each participation in AMIGOS programs.
M. Each Chapter shall have at all times sufficient Directors and Officers’ Insurance coverage for all current board members. Requirements may vary by state.

N. Each Chapter shall abide by the Chapter Volunteer Withdrawal Penalties and Payment Schedules established in accordance with these Operating Standards. Each Chapter shall submit to the Corporation annual Volunteer Participation Fees for each volunteer in accordance with the Payment Schedule.

O. Each Chapter shall plan its operations according to the Master Chapter Calendar and abide by the annual Master Chapter Calendar published in accordance with these Operating Standards.

P. Each Chapter will encourage participation by Chapter leaders as non-voting members of the standing committees and task forces of the International Board.

Q. Each Chapter will ensure all board members complete role-specific training offered by Corporation.

R. Chapters may use the credit card processing services offered by the Corporation for donations and payments as allowed by state and federal law.
The consistent presentation of AMIGOS’ logo and use of the AMIGOS brand messaging is vital to creating and maintaining a distinctive and recognizable identity (also known as “branding”). Chapters are required to adhere to the Logo Standards and Branding Standards as part of the License Agreement with the AMIGOS International Office. The AMIGOS Corporation and/or International Board have sole authority to make exceptions to these standards and they may be updated from time to time. The Logo Standards and Brand Messaging Standards will be distributed to Chapters as updates are made from time to time.

**LOGO STANDARDS**

*Size requirements*

Never smaller than 1.75 inches or 44.45 millimeters not including the quarantine zone unless pre-approved by the AMIGOS International Office (see attached graphics).

*Quarantine zone*

The quarantine zone is the clear space that surrounds the logo. If a rectangular box surrounds the logo, the quarantine zone must be a minimum of 1/8 inch outside the box. (see graphic example on page 2).

Nothing can be placed inside the quarantine zone unless pre-approved by the AMIGOS International Office. For example, if the logo is being printed on a patterned background or on top of a photograph, prior authorization is needed from the AMIGOS International Office.

If the logo is printed over a map of the Americas, the graphics for the map must either be obtained from or preauthorized by the AMIGOS International Office.

*Resizing*

To resize the logo, you must scale it without distortion and maintain its original aspect ratio.

*Logo Content*

If, due to the nature of the item being printed or embroidered, it is necessary to solely use AMIGOS in script, prior authorization must be granted by the AMIGOS International Office. Otherwise the logo must contain AMIGOS in script, and the registered trademark symbol, as shown graphically on page 2 of these standards.

*Colors*

The logo may be reproduced only: (1) in blue or black, or (2) in white if printed on a colored background.

If using two colors, the logo may be printed as follows: AMIGOS in script must be in blue and Amigos de las Américas must be in black.

The pantone color for the blue is 286. The process formula is 100c, 60m, 0k, 0y. The minimum line screen on coated paper is 150. The minimum line screen on uncoated paper is 133. Attention should be given to matching the color formulas to the maximum extent possible. Changing the intensity of the pantone color (via screening) is not permitted unless pre-approved by the AMIGOS International Office.

Color Resolution:
Never less than 72 dpi for website purposes. Never less than 200 dpi for print purposes (300 dpi is optimal).


**Waiver Process**
To seek authorization for any variances with these logo standards, send (via email or regular mail) a description of how the logo will be used, the design specifications of the logo, and a brief justification for the waiver request. Send the waiver request to the Director of Marketing at the AMIGOS Corporation. Written authorization must be obtained from the AMIGOS Corporation before the logo is used in any manner that deviates from these standards.

**Incorrect Usage**

**DO NOT**
- redesign the logo
- alter or distort the proportion of the logo elements
- change the color of the logo
- position the logo on a patterned background (unless preapproved by the AMIGOS International Office)
- add chapter names within the logo quarantine zone (unless preapproved by the AMIGOS International Office)
- use any other tag line unless approved by the AMIGOS Corporation
- assume prior authorization for logo variances continue to apply. Each variance from the logo standards must be preapproved by the AMIGOS International Office.

**AMIGOS Logo Graphic Examples**

*Smallest allowable size and resolution for website and printing*
1.75 inches
LOGO USAGE EXAMPLES

Incorrect usage of logo

![Incorrect usage example]

1. Quarantine space of 1/8 inch is violated.
2. Incorrect tag line is used.
3. No trademark sign.

Example of Correct usage of logo

![Correct usage example]

1. Logo with Amigos de las Américas spelled out is used (optional)
2. Quarantine space of 1/8 inch is observed.
3. Correct tag line used.
4. Trademark sign included.

Note: (1) The tag line does not have to be used. (2) This is only an example. As long as the quarantine zone is observed, a chapter may design its own name and address area.
Exhibit C: Joint Employment Policy & Agreement

This Joint Employment Agreement (this “agreement”) is made as of this ________, [YEAR], by and between Amigos de las Americas Inc., a Texas not for profit corporation, which is recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code, (“The Corporation”), and [CHAPTER], a [STATE] not for profit entity that is recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code (7025) (Chapter TAX ID NUMBER), collectively the “Parties.”

The AMIGOS Corporation and/or International Board have sole authority to make exceptions to the joint employment policy and it may updated it from time to time. The updated joint employment policy will be distributed to Chapters as updates are made.

WHEREAS, Chapter desires to hire an individual to assist Chapter as its Dedicated Employee as described in more detail on Exhibit A of this agreement, and Chapter desires to enter into a co-employment relationship with the Corporation to avail itself of the Corporation’s administrative services on the terms and conditions stated in this Agreement. And,

WHEREAS, the Corporation desires to provide such services to Chapter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Joint Employment Relationship. The Corporation agrees to employ an individual to serve as [INSERT JOB TITLE] to Chapter on the terms described in this agreement (the “Dedicated Employee”). The Corporation will serve as the legal employer for purposes of payroll, taxes, and payroll administration and Chapter will serve as the common law employer for purposes of supervision and control, except that the Corporation will have input on those issues as set forth in this agreement. The Dedicated Employee will be an at-will, part-time employee of the Corporation, subject to the personnel and any other relevant policies of the Corporation, and to the terms of this agreement (“The Corporation Policies”). The scope of the responsibilities of the Dedicated Employee will be as set forth in Exhibit A and the compensation for the Dedicated Employee will be as set forth in Exhibit B. It is understood by all parties that no person shall be a “Dedicated Employee” of the Corporation for any period of time unless the Corporation has agreed to accept such role and has confirmed that funding is available from the Chapter to pay for the services of Dedicated Employee, consistent with this agreement.

2. The Corporation’s Responsibilities. The Corporation agrees to provide the following services under this agreement (the “Services”):

(a) Employ the Dedicated Employee to fulfill the job description set forth in Exhibit A, which may be modified from time to time.;

(b) Administer payroll, pay and file requisite payroll taxes, and conduct routine personnel functions for the Dedicated Employee; and,

(c) Undertake the responsibilities related to hiring and supervision outlined in Section 5 and any other obligations set forth in this agreement and to continue to work cooperatively with Chapter to help facilitate its success.
(d) Provide for the participation and travel to Corporation led training events and support to the Dedicated Employee.

3. **Chapter’ Responsibilities.** Chapter agrees to have the following responsibilities under this agreement:

   (a) Make arrangements to fulfill the obligations under this agreement;

   (b) The Chapter President shall serve as the immediate supervisor for the Dedicated Employee, consistent with Section 4.

   (c) Provide training and support to the Dedicated Employee, consistent with Section 4.

   (d) Chapter will be responsible for either providing directly or making arrangements to provide the materials access to computer, and physical workspace for the Dedicated Employee; provided, however, subject to agreement with Dedicated Employee, such Dedicated Employee may be responsible for providing space and a computer for her/himself.

4. **Hiring, Firing and Supervision.** The terms for the selection and supervision of the Dedicated Employee shall be as follows:

   (a) Chapter will have the primary responsibility for promoting and recruiting for the Dedicated Employee position. The Corporation agrees to promote the position through its regular channels of communication.

   (b) Chapter will have the primary responsibility of selecting Dedicated Employee; provided, however, The Corporation shall make the final decision whether the person selected is eligible to become the Dedicated Employee.

   (c) Chapter will have the primary responsibility for training the Dedicated Employee and providing or making arrangements for day to day oversight, consultation, and trouble shooting for questions or issues raised by Dedicated Employee. The Corporation agrees to provide the initial training regarding personnel matters, to answer questions as they arise, and to give input on the performance of the Dedicated Employee per Section 4(d).

   (d) The Dedicated Employee will be subject to routine performance reviews consistent with The Corporation’s policies, with the goal of facilitating the success of the Dedicated Employee and the success of this joint-employment relationship. Chapter will have primary responsibility for the performance review but will make arrangements for formal input by The Corporation in advance of the review and, at the discretion of the Corporation Executive Director, for participation in the review by the Corporation Executive Director or her/his designee.

   (e) If concerns about the Dedicated Employee are raised as part of the review, the Parties agree to work together to propose remedies to the concerns and a plan for improvement by the Dedicated Employee. A decision to terminate the Dedicated Employee will be a mutual decision between the Parties; provided, however, The Corporation has the right to terminate the Dedicated
Employee immediately, without the Chapter’s permission, for any actions involving fraud, safety, harassment, other serious violations of law or the Corporation’s Policies, or if this agreement is terminated pursuant to Section 5.

5. **Term.** This agreement shall be effective until terminated by either party as set forth in this agreement. Either party may terminate this agreement for any reason upon thirty (30) days notice to the non-terminating party. The Corporation may terminate this agreement immediately, without the consent of Chapter, if any of the following occurs:

   (a) Chapter fails to pay amounts owed under this agreement or any amount outstanding from monthly billing statements from the Corporation;

   (b) The Corporation becomes aware of actions or inactions of Chapter that may jeopardize the legal status, financial status, or reputation of the Corporation.

   (c) The Corporation becomes aware that Chapter’s financial status will prevent it from fulfilling its financial obligations under this agreement.

6. **Compensation.** Dedicated Employee shall be compensated as set forth in Exhibit B, which shall be pre-approved by the Corporation. Dedicated Employee shall retain all employee rights and privileges of other the Corporation employees. If the Corporation is required by law to provide benefits to Dedicated Employee because of benefits provided to its other employees, Chapter shall be informed of such obligations and understands that it shall be obligated to pay for such benefits.

7. **Reimbursement to the Corporation.** The Corporation shall bill Chapter for all costs incurred by the Corporation related to Dedicated Employee in the Chapter’s monthly invoices from the Corporation, which shall be payable on the terms set forth in the invoice. It is understood that the monthly invoices may reflect an estimate of amounts owed to the Corporation and the Parties agree that there will be a quarterly reconciliation that could result in additional charges or a credit to Chapter based on actual hours worked and other expenses, consistent with this agreement. The Corporation agrees to provide such reconciliation within thirty (30) days of the end of each quarter.

8. **Indemnification.** Chapter will indemnify and hold the Corporation harmless from and against all liabilities that may arise as a result of the Dedicated Employee’s acts or omissions in the course and scope of performing services under this agreement. Chapter shall indemnify the Corporation against and agrees to hold it harmless from any and all damage, loss, claim, liability and expense (including without limitation, reasonable attorneys’ fees and expense in connection with any action, suit or proceeding brought against The Corporation) incurred or suffered by the Corporation arising out of (i) breach of any agreement made by Chapter hereunder with respect to the Dedicated Employee or (ii) employment claims of the Dedicated Employee or any other persons employed by Chapter that arise based on conditions at Chapter over which Chapter has sole control or any actions of Chapter or Chapter’s employees, directors, officers or other agents acting under Chapter’s authority, direction or control.
The Corporation shall indemnify Chapter against and agrees to hold it harmless from any and all damage, loss, claim, liability and expense (including without limitation, reasonable attorneys' fees and expenses in connection with any action, suit or proceeding brought against Chapter) incurred or suffered by Chapter arising out of (i) breach of any agreement made by the Corporation with respect to the Chapter Dedicated Employee or (ii) employment, payroll or other claims of the Dedicated Employee based on any action or omission on the part of the Corporation or any employee of the Corporation, except where the Dedicated Employee was under the Chapter's authority, direction or control.

9. **Insurance.** Chapter agrees to purchase insurance necessary to protect itself from any possible liability above and beyond a standard employee insurance provided by the Corporation and as may be required on a state or local level.

10. **Charitable Purposes.** The Parties agree to conduct the Services under this Agreement in a manner so as:
   
   (a) Not to interfere with the Corporation’s accomplishment of its §501(c)(3) tax-exempt purposes;
   
   (b) Not to jeopardize the Corporation’s compliance with federal and state laws governing nonprofit, tax-exempt organizations, and
   
   (c) Not to cause any inurement or any improper private benefit from such joint use of resources.

11. **Waiver of Breach.** The waiver by any Party of a breach of any provision of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach by any Party.

12. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

14. **Agreement to Resolve Claims:** The Parties agree that they will attempt in good faith to settle any and all disputes arising out of, under, or in connection with this agreement, including without limitation the validity, interpretation, performance, and breach hereof, through a process of mediation in Texas under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree that they will proceed to arbitration in Texas pursuant to the then existing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party’s reasonable attorney's fees, costs, and other disbursements, plus legal interest on the award.

15. **Amendment.** This Agreement may be amended only upon written agreement of the Parties.
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the day and year first above written.

Amigos de las Américas, Inc.    Amigos de las Américas – [Chapter]

______________________________ _____________________________

By:   By:

Amigos de las Américas Chapter Licensing & Operating Agreement – 2014
JOINT EMPLOYMENT AGREEMENT

EXHIBIT A: Position Job Description

[Chapter must submit a written position description including the following information.]

About the Position:

[Insert background of the chapter to include with the standard position description for all Corporation employees.]

To realize the AMIGOS vision and mission, we believe in the power of every voice and the wisdom of diverse voices. AMIGOS embraces universal diversity, including race, nationality, ethnicity, socio-economic status, religion, age, gender and sexual orientation. AMIGOS seeks to include different life experiences, belief systems, abilities and opinions throughout our work and aspires to eliminate barriers to inclusion and participation. AMIGOS is an equal opportunity employer. All applicants are subject to background checks.

Position:

[Insert specifics of position including: title, work schedule and supervision.]

Responsibilities:

▪ [insert responsibilities for position]

Qualifications:

▪ [insert qualifications for the position]

Application Procedures:

▪ [insert steps for submitting an application]
JOINT EMPLOYMENT AGREEMENT

EXHIBIT B: Payroll Request Form

Amigos de las Américas is an Equal Opportunity Educational Institution and EEO/Affirmative Action Employer committed to excellence through diversity. Employment offers are made on the basis of qualifications and without regard to race, sex, religion, national or ethnic origin, disability, age, veteran status, or sexual orientation.

PLEASE TYPE OR PRINT. This form is to be completed by the Chapter President or designee for each payee at the chapter. It must be included with the rest of the application package and submitted by the payee to the email address below.

Include all of the complete each of the following documents and email all forms to hr@amigoslink.org by the 1st of each month the quarter payroll is processed. Payroll will be processed on a quarterly basis on September 15, December 15, April 15 and June 15.

- Form W-4
- Form I-9
- Direct Deposit Form
- Application for Chapter Training Position (completed by payee)
- Chapter Payroll Request Form (completed by Chapter President (or designee))

<table>
<thead>
<tr>
<th>Position Payroll Processing For:</th>
<th>Payee Legal Name (Last, First, Middle):</th>
<th>Other names used by the individual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter President:</td>
<td>Chapter President Phone:</td>
<td>Chapter President Cell Phone:</td>
</tr>
<tr>
<td>Chapter Legal Address of Record:</td>
<td>Street:</td>
<td>City:</td>
</tr>
</tbody>
</table>

Chapter Requests Above Payee to be paid on: September 15, [year]  □ Yes □ No  Amount to be paid:

Chapter Requests Above Payee to be paid on: December 15, [year]  □ Yes □ No  Amount to be paid:

Chapter Requests Above Payee to be paid on: April 15, [year]  □ Yes □ No  Amount to be paid:
Chapter Requests Above Payee to be paid on: June 15, [year] | Yes □ No □ | Amount to be paid:

| The payee has completed a Form I-9. | □ Yes □ No | If NO, payroll will not be processed. |
| The payee has completed a Form W-4. | □ Yes □ No | If NO, payroll will not be processed. |
| The payee has completed the application form. | □ Yes □ No | If NO, payroll will not be processed. |
| The payee has completed a direct deposit form. | □ Yes □ No | If NO, please put mailing address for the year here: |
| I have the completed this entire Chapter Payroll Request Form. | □ Yes □ No | If NO, payroll will not be processed. |

I certify that the information on this application and its supporting documents is accurate and complete. I certify that, as Chapter President, I understand the Chapter’s role as a co-employer, as that relationship is defined in this document.

Chapter President Signature: ________________________________ Date: ________________

Chapter President Name: ________________________________

NOTE: Any application packages received by AMIGOS International Office after the 1st of the month for each of the quarterly payroll cycles may result in a delay of payroll processing for that individual until the next quarters payroll.