



friendship force  
INTERNATIONAL

## **FFI CLUB CHARTER AGREEMENT**

THIS CHARTER is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FRIENDSHIP FORCE INTERNATIONAL INC., a nonprofit corporation organized and existing under the laws of the State of Georgia in the United States of America (hereinafter called "FFI") and \_\_\_\_\_ (hereinafter called the "Club"). This charter is non-binding, but authorizes each "Club" to use the Friendship Force trademarks and services, in pursuit of our shared values and goals.

FFI is organized for the purpose of promoting friendship and understanding among people of different cultures of the world; to foster respect among all human beings on earth; embracing diversity of nations, lifestyles and thoughts. Commonalities and the sameness of all are valued in Friendship Force as we grow a global community of like-minded friendship seekers.

FFI is a nonprofit organization which is governed by a Board of Trustees elected in accordance with a charter granted by the State of Georgia, U.S.A. The Board of Trustees is the only governing body of FFI. There is no provision in the charter of FFI for election of members of the Board by any group other than the Board itself or for the governing of the organization by any group other than the Board.

As a part of its program, FFI charters groups called Friendship Force Clubs. These are groups of people in a particular community who subscribe to the ideals and purposes of FFI and who form a local nonprofit organization to carry out its purposes according to systems, methods, and procedures established by FFI.

One way that FFI fulfills its purposes is by organizing and conducting visits of persons between different communities. These visits are commonly called "journeys". Journeys always involve participants sharing the homes and daily lives of people from and in other cultures.

FFI conducts journeys in a variety of ways. Some journeys are made up of people recruited by community leaders. Some journeys are made up of people who have a common interest, such as a professional group. Some journeys include special projects such as the construction of a school or the provision of medical services. Some journeys are recruited from the membership of Friendship Force Clubs, and some journeys are increasingly recruiting ambassadors globally, by including them in the online FFI journeys catalog and through outside platforms.

FFI is also the owner of certain service marks and a trade name which it has spent considerable time, effort, and money developing, and which it allows Friendship Force Clubs to use according to the terms and conditions of this charter agreement.

The Club is a nonprofit organization, which has been formed specifically for the purpose of entering into this agreement and performing the obligations of the Club as stated below.

In consideration of the mutual covenants which are stated below, FFI and the Club hereby agree as follows:

## **Section 1. Grant of Charter**

### 1.1 Grant of Charter

Subject to the terms and conditions of this agreement, FFI grants to the Club: 1) a charter to be a Friendship Force Club which operates and exists according to the terms of this agreement, and 2) a license to use FFI's service marks and trade name as they may exist from time to time in connection with its activities. This agreement supersedes any previous license agreement between the Club and FFI.

### 1.2 Identification and Ownership of Service Marks and Trade Names

The service marks and trade name which are being licensed are identified in Exhibit A, which is attached and is incorporated by reference into this agreement. The service marks and trade name shall remain the exclusive property of FFI and may only be used by the Club in connection with the activities permitted by this agreement. The license granted by this agreement is non-exclusive and royalty free. The license may be revoked as provided in this agreement.

## **Section 2. Friendship Force Club**

### 2.1 The Purposes of the Club are as follows:

- (a) To provide continuity of Friendship Force activities and volunteer involvement;
- (b) To provide for the dissemination of the information regarding Friendship Force activities to Club members and to interested persons in the Club's community;
- (c) To serve as a fundraising vehicle for Friendship Force activities;
- (d) To provide an informed committee to sponsor and support Friendship Force journeys;
- (e) To promote Friendship Force journeys within the Club's local community;
- (f) To recruit new members.

### 2.2 Structure

The Club shall adopt bylaws within three months after entering into this agreement. The bylaws shall provide for democratic process for the election of club leadership and the protection of FFI's service marks and trade names. In the case of a Club which existed under a previous license agreement from FFI and which has submitted its bylaws to FFI, the resubmission of bylaws shall be waived. However, the Club shall submit its formation documents and bylaws to FFI for approval upon request and shall submit any amendments to its bylaws and formation documents to FFI as soon as practical after any amendment is adopted.

### 2.3 Operation

The Club shall conduct all of its activities in accordance with the policies and guidelines furnished to it by FFI.

### 2.4 Financing of a Friendship Force Club

The Club shall be a nonprofit (or therefore similar based on country) organization and no part of the net earnings of the Club shall ever inure to the benefit of any private individual. The Club shall determine its own financial needs and its own methods for obtaining operating monies. Funds may be raised in any lawful manner, including, without limitation, membership dues, fundraising, and the like. However, funds raised in the name of FFI may be used only for purposes designated in policies and guidelines established by FFI from time to time. Under no circumstances shall FFI be responsible for any of the debts, liabilities, or obligations of the Club or of any of the Club's members or agents.

### 2.5 Meetings

The number of meetings and types of meetings of the Club shall be determined and established by the Club according to the needs of the Club's community and in order to fulfill the purposes of the Club.

### 2.6 Reports

The Club shall submit written reports of its activities to FFI within twenty (20) days following FFI's request.

## **Section 3. Assignments**

- 3.1 The Club acknowledges that this agreement is personal to the Club and that this agreement may neither be assigned nor sublicensed in whole or in part. Any attempted assignment of sublicense of this agreement without the prior written consent of FFI shall be void.

## **Section 4. Special Terms and Conditions Concerning FFI's Service Marks and Trade Name**

### 4.1 Goodwill and Ownership

The Club Recognizes and acknowledges the great value of FFI's title, service marks, and trade name and of the goodwill associated with them. The Club agrees to protect and promote such title and goodwill. Furthermore, the Club agrees that it will not attack the title of FFI or any rights of FFI to FFI's service marks or trade name or the validity of this agreement during the term of this agreement, or thereafter.

### 4.2 Use of Service Marks and Trade Name

The Club shall comply with the instructions of FFI with respect to the manner in which FFI's service marks and trade name shall be used and shall also comply with all instructions of FFI as to form, style, and content of all stationery, advertisements and promotional, educational, or other material which is used by the Club and which bears FFI's service marks or trade name. The Club shall not at any time adopt or use any word or mark which is similar, or bears any resemblance to any of FFI's service marks or trade name without the express written permission of FFI.

#### 4.3 No Warranty

FFI does not warrant that its service marks or trade name are valid or that any registration thereof will not be contested.

#### 4.4 Defense of Service Marks and Trade Name

The Club shall promptly notify FFI of all claims by any other person relating to the use of trade name or service marks. FFI shall have the right, but not the obligation, to defend or otherwise dispose of any such claims, and the Club shall cooperate fully in such defense. The Club shall not be liable for the payment of any such claim or the payment of defense costs unless the claim arises from a use of the service marks or trade name by the Club in a manner not authorized by FFI.

#### 4.5 Infringement of Service Marks or Trade Name

The Club shall notify FFI whenever the Club shall obtain information that any of FFI's service marks or trade name are being infringed or otherwise used unlawfully by any person in the Club's community. The Club shall provide FFI with such details of the infringement or other unlawful use as are available through diligent effort. In such event, FFI shall have the right, but not the obligation to enforce its rights and the Club's rights concerning the infringement. FFI shall have the right within three (3) months after notice by the Club of infringement to commence and maintain an action to enjoin such infringement or other unlawful use, but shall not be obligated to commence such an action. Such net monetary damages as may be recovered by FFI in any such action (after deduction of all costs and expenses of such litigation incurred by FFI) shall be apportioned equitably between FFI and the Club, in FFI's sole discretion. In the event FFI fails to bring any such action within three (3) months after notice of infringement, the Club may bring a suit in its own behalf and at its own expense upon giving FFI (30) days written notice of such intention. In the event any such action is brought by the Club, the Club shall be entitled to retain any monetary damages that may be awarded, but the Club shall not otherwise be entitled to any right to FFI's service marks or trade name in excess of the rights granted by this agreement.

### **Section 5. Authority to Conduct a Journey**

- 5.1 The Club shall have no authority to conduct a journey under FFI's service marks or trade name unless the Club has been granted permission by FFI to conduct the specific journey, which shall be conducted in compliance with FFI's most current policies. Failure to comply with this section can lead to FFI sanctions up to, and including, the revocation of a club's charter.

### **Section 6. Miscellaneous**

#### 6.1 Term

This agreement shall be effective on the date first written above and shall continue for a period of one (1) year unless otherwise terminated as provided herein. This agreement shall be automatically renewed for successive terms of one (1) year each unless terminated by either party as provided below. Either party may terminate this agreement by giving to the

other party written notice. The termination date shall be effective upon the date of sending notice unless a later date is so specified in the notice.

6.2 Termination

Upon termination, all rights granted by FFI to the Club shall terminate immediately, and the Club shall promptly cease to use all papers, documents, or other materials bearing service marks or the trade name of FFI and shall cease to represent itself in any way as being a part of FFI.

In addition, in the event the Club is a corporation or other legal entity, upon termination of this agreement, the Club shall take immediate steps to dissolve itself under the provisions of applicable law. All assets of the Club shall be distributed to a non-profit organization or distributed according to applicable local law.

6.3 Notices

All notices, consents, requests, instructions, and other communications required or authorized to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been given: (i) when delivered by hand, (ii) five (5) days after the date deposited in the official mail of the country where mailed, first class or airmail, postage prepaid, to the address shown below; or (iii) when transmitted by facsimile transmission to the fax number shown below.

If to FFI:

Friendship Force International  
400 West Peachtree Street NW  
Suite #4-980  
Atlanta, GA 30308  
U.S.A.  
Attn: FFI President  
[`info@thefriendshipforce.org`](mailto:info@thefriendshipforce.org)  
Fax: US +404.688.6148

If to the Club:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

Either party may hereafter specify from time to time by notice to the other party given in the manner provided in this paragraph, a different address or fax number than shown above, which shall be substituted accordingly.

6.4 Governing Law

Regardless of the place or nation of contracting, place of performance, or otherwise, this agreement and all amendments, modifications, or supplements hereto and the rights of the parties hereunder, shall be construed and governed by the laws of the State of Georgia, United States of America.

6.5 Applicable Court and Service of Process

Both parties agree that, in the event that any controversy or claim between the parties arising out of, or related to, this agreement, or its breach hereof, shall result in litigation, only the appropriate federal or state court in Atlanta, Georgia, U.S.A. shall have jurisdiction to hear

and decide the dispute. The Club hereby waives personal service of process upon it and hereby consents that service may be made upon it by any of the methods provided in Paragraph 7.3 of this agreement.

6.6 Nonwaiver of Default

Any failure by either party, at any time, or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of either party at any time to avail itself of such remedies as it has for any breaches of such terms and conditions.

6.7 Official Language

In the event a copy of this agreement is translated into another language, the official version of this agreement shall be the English language version, which shall prevail in all instances.

6.8 Indemnity

The Club agrees to indemnify and hold harmless FFI, its directors and employees, of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, and costs (including attorneys' fees) arising from or related to the Club's breach of this Charter.

6.9 Amendments

This agreement shall not be modified or amended in any manner except by a written instrument signed by an authorized representative of each party hereto.

6.10 Nonagency Relationship

This agreement shall not be interpreted to make the Club, its directors, officers, or members an agent of FFI for any purpose. All persons used by the Club in connection with the performance of its activities shall be deemed to be the Club's employees, agents, or representatives, and none of them shall in any sense be considered to be employees, agents, or representatives of FFI.

6.11 Severability

Each and every provision of this agreement is severable, and the invalidity of one or more provisions shall not in any way affect the validity of this agreement or any other provision hereof.

6.12 Entirety of Agreement

This agreement shall constitute the entire agreement between the parties with respect to the subject matter addressed, and there are no agreements, understandings, covenants, conditions, or undertakings, oral or written, expressed or implied concerning such subject matter that are not merged or superseded by this agreement.

6.13 Captions

The captions or headings of the sections or other subdivisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions of this agreement.

6.14 Injunctive Relief

The Club recognizes that failure to abide by the terms of this agreement may cause FFI damage for which monetary damages alone would be inadequate compensation. The Club therefore agrees that FFI shall have the right, in addition to other legal or equitable remedies, to obtain an injunction against the Club to prohibit or restrain any breach of this agreement by the Club, and to obtain specific performance of the Club's covenants and undertakings under this agreement.

This agreement is signed as of the date shown on the first page of this agreement by the respective duly authorized representatives of the parties.

FRIENDSHIP FORCE INTERNATIONAL, INC.

BY: \_\_\_\_\_

Title: FFI President

THE FRIENDSHIP FORCE OF \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

1. Trade Name - Friendship Force International
2. Service Mark (United States Patent and Trademark Office Registration No. #3582745){Information for how to use this Trademarked Logo may be found here: <https://friendshipforce.azurewebsites.net/wp-content/uploads/2016/12/NEW-Style-Guide-2017.pdf>}