



License Agreement Affiliation Requirements & Deadlines

Items required at time of affiliation:

- License Agreement for Independent Organizations
- High School Roster
- Roster of Chapter Officials –those who will be directly involved with DFS component
- Photocopy of existing Bylaws (signed and dated)
- Copy of IRS Letter of Determination
- \$250 one-time affiliation fee

Items required annually:

- | | |
|---|---------------------------|
| 1. Fidelity Bonding*:
(Available for \$57/yr, \$10,000 bond through Patriot Insurance Co.) | September 1 st |
| 2. Recipient List: | October 1 st |
| 3. Roster of Officials: | October 1 st |
| 4. Activity Report (Optional) | November 1 st |
| 5. Financial Report: | March 1 st |
| 6. Annual Dues \$200 | March 1 st |

*Or proof of existing bond that covers scholarship assets and all those members who may handle funds. Bonding required one year after affiliation and each year thereafter.



LICENSE AGREEMENT FOR INDEPENDENT ORGANIZATIONS

This Agreement is made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as the "Licensee"), a nonprofit entity in the State of _____ having its current address at _____ in the community of _____ in the county of _____. The scholarship component of the Licensee will be known as _____

and

Scholarship America[®], a charitable corporation having its principal offices at One Scholarship Way, P.O. Box 297, Saint Peter, Minnesota 56082.

Premises

Scholarship America is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), whose mission is to expand access to higher education through programs to support student achievement, financially and academically. Licensee is an organization described in Section 501(c)(3) of the Code. Consistent with its general goals, Licensee wishes to apply Scholarship America's system and structure of operating a Dollars for Scholars[®] program, as well as use Scholarship America's Dollars for Scholars trademarks, to achieve similar goals to Scholarship America's Mission in the geographical area described in paragraph 1 below (the "Dollars for Scholars System").

Scholarship America wishes, subject to the terms of this Agreement, to license to the Licensee its trademarks and to train Licensee in the use of its educational support system, to the end of providing Licensee the means to provide scholarships and other forms of educational support in the designated area.

Licensee, in carrying out the Dollars for Scholars System, agrees to do so in a manner that is consistent with the charitable purposes of Scholarship America and agrees herein to apply all net funds raised in connection therewith to scholarships and other forms of educational support.

The purpose of this Agreement shall be to expand access to higher education for resident students in the community(ies) as described herein by promoting the Dollars for Scholars program, raising funds for student aid distribution, and distributing awards on a fair and nondiscriminatory basis.

Agreements

NOW THEREFORE, Scholarship America and the Licensee agree as follows:

1. Scholarship America hereby licenses the Licensee to use Dollars for Scholars in its scholarship program materials and promotion, and to use the mortarboard/book logotype on its scholarship program materials (said name and logotype being hereinafter referred to as the "Marks") in the community(ies) of _____, _____, in the state of _____.

2. The Licensee agrees (a) that the Marks are the sole and exclusive property of Scholarship America; (b) that all use of the Marks shall inure to the benefit of Scholarship America; (c) that the Marks will only be used in the form and manner specified by Scholarship America for services authorized and approved by Scholarship America; and (d) that the Licensee will not register or attempt to register the Marks, or any of them, or use same in a corporate or business name or trading style.

3. The Licensee agrees to abide by Scholarship America's standards and specifications and to allow Scholarship America inspection rights on issues relative to quality control for the Marks and for the Dollars for Scholars System.

4. The License granted hereunder shall be royalty free, provided that Licensee shall pay chapter and related fees to Scholarship America comparable to those paid by grassroots Dollars for Scholars chapters to Scholarship America, as in effect from time to time. The Licensee agrees that it has and will continue to comply with all applicable laws and regulations thereunder relating to its organization, existence, activities, and good standing as a nonprofit corporation in its State of organization as stated above. The Licensee shall take such action as may be necessary to maintain its tax-exempt status under the provision of the Internal Revenue Code.

5. The Licensee shall provide Scholarship America with copies of the Licensee's Bylaws. A letter from the Internal Revenue Service, granting tax-exempt status, and notice of EIN Assigned Number will be required if Licensee does not appear on the "Guidestar" web site. Licensee agrees to bond its treasurer, and make required transmittals or annual reports as stipulated by Scholarship America relative to fiscal matters, recertification, and mode of operation of the Licensee with regard to its activities relating to the Dollars for Scholars program.

6. The Licensee agrees that it shall use the trademarks and the Dollars for Scholars System solely to raise and receive money and other property by gift, bequest, subscription, dues, and other legal means and to expand and contribute the funds so raised and do all things necessary or desirable to carry out the purpose of this Agreement as described in the Premises. No officer or director of Licensee shall be entitled to receive compensation from the student aid fund.

7. The Licensee agrees to conduct its Dollars for Scholars program substantially in accordance with the Dollars for Scholars *Chapter Guidebook* as shall be amended by Scholarship America from time to time and as appropriately interpreted and applied by Scholarship America for organizations with tax status such as Licensee and other rules, regulations, and requirements normally applicable to Scholarship America affiliates or contained in Dollars for Scholars promotional literature, provided, however, that the Licensee may operate under and in accordance with its Articles of Incorporation and Bylaws as the same exist on the date hereof and as they may be amended from time to time, and nothing herein shall require the Licensee to alter or amend its Articles of Incorporation, Bylaws or general operation procedures, except as may be specifically required to carry out the provisions of this Agreement.

8. The Licensee shall establish and maintain separate, identifiable accounting records and financial statement accounts for the purposes of tracking and reporting receipts, expenses, and assets (following Scholarship America's standard deadlines and formats) related to the purposes contemplated by this agreement. Funds so held shall be referred to herein as "Dollars for Scholars Funds". All revenues and expenses in connection with the Licensee's use of the Dollars for Scholars program shall be reported to Scholarship America periodically in accordance with Scholarship America procedures.

9. This Agreement shall remain in effect so long as the Licensee complies with the provisions of this Agreement; Scholarship America may terminate this Agreement in the event of default by the Licensee in the performance of any of its obligations and requirements under this Agreement if such default is not corrected within thirty days after written notice is furnished by Scholarship America specifying the nature of such default. Notwithstanding any provision herein to the contrary, either party may terminate this Agreement for any reason by written notice to the other at the last known address to be effective six months from the date sent. Scholarship America may terminate this Agreement immediately upon notice to Licensee if continuation of the Agreement would, in the opinion of national tax counsel to Scholarship America, jeopardize Scholarship America's 501(c)(3) status.

10. In the event of termination of this Agreement for any reason, the Licensee shall promptly discontinue use of the name or trademark "Dollars for Scholars" and shall relinquish any right for the use of the mortarboard/book logotype; and shall cease to represent in any way that it has any relationship with Scholarship America or its Dollars for Scholars program, and shall not use the Dollars for Scholars System. Licensee agrees that the Dollars for Scholars Funds shall be used exclusively to provide scholarships to qualifying persons, consistent with the purposes contemplated by this Agreement, notwithstanding the termination hereunder.

11. In the event of dissolution, the Licensee shall distribute all remaining Dollars for Scholars Funds in accordance with the Licensee Bylaws, subject to the restriction that the distribution must be exclusively for charitable, educational, or scientific purposes which would permit the Licensee to qualify as an exempt organization under Section 501(c)(3) of the Code (or the corresponding provision of any future United States tax law).

12. The Licensee shall indemnify, defend, and hold Scholarship America harmless from any claims or actions based on or arising out of the Licensee's actions hereunder or

failures to act under circumstances where this Agreement calls for action to be taken by the Licensee.

13. This Agreement cannot be amended or changed except by a written instrument signed by both parties.

The undersigned representatives of the Licensee hereby certify that the foregoing Agreement was duly adopted at a meeting held on the _____ day of _____, 20____.

WITNESS the execution hereof by the undersigned, duly authorized officers of _____ and Scholarship America.

(Name of Licensee)

Scholarship America®

(Name of Licensee)

by _____
Licensee President

Clifford L. Stanley, President

EIN: _____



CHAPTER HIGH SCHOOLS

Chapter Name: _____

Date Submitted: _____

List all schools where students may apply for your chapter's scholarships - attach sheet if necessary.
Please print or type.

1.	_____
	HIGH SCHOOL NAME

	ADDRESS
	CITY, STATE, ZIP
2.	_____
	HIGH SCHOOL NAME

	ADDRESS
	CITY, STATE, ZIP
3.	_____
	HIGH SCHOOL NAME

	ADDRESS
	CITY, STATE, ZIP
4.	_____
	HIGH SCHOOL NAME

	ADDRESS
	CITY, STATE, ZIP
5.	_____
	HIGH SCHOOL NAME

	ADDRESS
	CITY, STATE, ZIP

COMMITTEE CHAIRS:

5. Mr./Ms. _____
PUBLICITY CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

6. Mr./Ms. _____
AWARDS CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

7. Mr./Ms. _____
FUND-RAISING CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

8. Mr./Ms. _____
ACADEMIC SUPPORT CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

9. Mr./Ms. _____
BYLAWS/POLICY CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

10. Mr./Ms. _____
NOMINATING CHAIR ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

11. Mr./Ms. _____
IMMEDIATE PAST PRESIDENT ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

BOARD MEMBERS: (Continue on additional sheet if needed)

12. Mr./Ms. _____
BOARD MEMBER ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

13. Mr./Ms. _____
BOARD MEMBER ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL

14. Mr./Ms. _____
BOARD MEMBER ADDRESS CITY, STATE, ZIP

WORK PHONE HOME PHONE FAX E-MAIL