



## INTERNATIONAL AFFILIATION AGREEMENT

AGREEMENT between the Federation of Fly Fishers, Inc., (the Federation), and the B.C. Federation of Fly Fishers (International Affiliate).

### RECITALS

The Federation and the International Affiliate mutually acknowledge the following:

### THE ORGANIZATION

The Federation is a non-profit membership corporation established under the laws of the State of New York, USA, to cultivate and advance the art, science and sport of fly fishing as the most sporting and enjoyable method of angling and the way of fishing most consistent with the preservation and use of game fish resources, to be the voice for organized fly fishing throughout the world, to promote conservation of recreational resources, to facilitate and improve the knowledge of fly fishing, to elevate The Federation will provide services to individuals, fishing clubs, associations, leagues, or other organizations of anglers, and organizations concerned with the conservation of recreational resources world-wide to help them carry out the purposes of the Federation and such of their own programs as are consistent with the purposes of the Federation in their respective localities.

### PROPRIETARY RIGHTS

The Federation is the sole and exclusive owner of all proprietary and other property rights and interests in and to the name and/or trademarks "Federation of Fly Fishers", "FFF", "The Fly Fisher", and all other trademarks, service marks, logos, and copyright materials used in connection with the Federation including, but not limited to, all those trademarks, service marks, logos, and copyrights residing in the appearance of magazines, news letters, publications, building, signs, and portions thereof.

### INTERNATIONAL AFFILIATE'S ACKNOWLEDGEMENT

The International Affiliate acknowledges the Federation's rights in the said organization and desires to acquire the right to adopt and use the said organization and names and marks at the location referred to below.

For and in consideration of the mutual covenants and agreements hereinafter set forth, it is mutually agreed and covenanted as follows:

## **ARTICLE 1 - GRANT AND USE OF INTERNATIONAL AFFILIATE**

### **GRANT OF INTERNATIONAL AFFILIATE**

Section 1.1 - Subject to the terms and conditions contained herein, the Federation hereby grants to the International Affiliate, and the International Affiliate hereby accepts from the Federation, the nonassignable right:

- A. To use the Federation's Proprietary Marks and Indicia in the operation of an international affiliate at the location designated in Section 1.03.
- B. To use the Federations's system of organization and operation at such location.
- C. To promote the goals and purposes of the Federation in the conduct of the organization at such location.

### **TERM OF INTERNATIONAL AFFILIATE**

Section 1.2 - Unless earlier terminated as hereinafter provided, the International Affiliate granted under and pursuant to the terms of this Agreement shall continue in full force and effect for an indefinite period.

### **LOCATION**

Section 1.3 - The International Affiliate shall be within the following areas: British Columbia and the Yukon of Canada.

### **EXCLUSIVE AREA**

Section 1.4 - In order to facilitate the successful development of the International Affiliate, the Federation grants to the International Affiliate the exclusive right to operate within the area described in Section 1.03. During the term of this Agreement, neither the Federation, nor any other of its affiliates shall be authorized to operate within said exclusive area except that individuals residing in said exclusive area shall be allowed to maintain individual membership in the Federation and receive

### **INTERNATIONAL AFFILIATE PAYMENTS**

Section 1.5 - In consideration of the right, franchise, and license granted by the Federation to the International Affiliate and the services to be rendered to the International Affiliate by the Federation under this Agreement, the International Affiliate agrees to pay the Federation, one dollar (\$1.00) per year in U.S. currency for each member of the International Affiliate. Payment shall be made to the Federation by April 1 of each year.

## **ARTICLE 2 - FEDERATION'S CONTINUING OBLIGATIONS**

### **KNOWLEDGE AND EXPERIENCE**

Section 2.1 - The Federation agrees to make available to the International Affiliate the benefit of its knowledge and experience in the operation of an affiliate.

### **ADVISORY SERVICES**

Section 2.2 - The Federation agrees to render advisory services regarding the operation of the International Affiliate.

### **SUPPLIES**

Section 2.3 - The Federation agrees to assist the International Affiliate by either, providing at reasonable cost necessary supplies or, assisting the International Affiliate in selecting supplies.

### **ADVERTISING AND PUBLIC RELATIONS**

Section 2.4 - The Federation agrees to assist the International Affiliate in promoting the affiliate by providing consultation and advise and through information provided in its own promotional material and public relations campaigns.

### **FFF DIRECTOR**

Section 2.5 - The Federation will nominate and elect one director to its Board of Directors from the membership of the International Affiliate if a nomination is received from the International Affiliate. The International Affiliate will provide its nomination to the Federation prior to the Federation's annual Board of Directors' meeting each year.

## **ARTICLE 3 - OBLIGATIONS OF INTERNATIONAL AFFILIATE**

### **ORGANIZATION**

Section 3.1 - The International Affiliate shall be established as a non-profit organization and may be organized to conform with and take advantage of the non-profit provisions of the area in which it is organized. The International Affiliate's governing documents shall contain the intent of the Federation's corresponding document as to the purposes and goals and may contain information which addresses their unique local situations.

### **OPERATION**

Section 3.2 - The International Affiliate will operate as an extension of the Federation and will promote the purposes and goals of the Federation for the purpose of closer cooperation and more effective action at the local level.

## COMPLIANCE WITH LAWS

Section 3.3 - The International Affiliate shall comply with all laws, ordinances, and regulations affecting the operation of a non-profit organization.

## OWNERSHIP OF NAMES, MARKS, GOODWILL

Section 3.4 - The International Affiliate acknowledges that the Federation is the sole owner of all proprietary rights, names, marks, and goodwill associated with the Federation, and that the International Affiliate, by this Agreement, acquires no right, title, or interest in, or to, the same whatsoever, other than the right to use the same in the manner prescribed and approved by the Federation and in accordance with this Agreement.

## APPROVAL OF INTERNATIONAL AFFILIATE DOCUMENTS

Section 3.5 - The International Affiliate's governing document(s) and subsequent amendments must be presented to the Federation Board of Directors for approval. The purpose of this approval is to insure the International Affiliate's documents meet the intent of this Agreement and do not affect the Federation's qualification as a non-profit tax exempt organization under Section 501(c)(3) of the United States Internal Revenue Code, or corresponding section of any future U.S. tax code.

## LIMITATIONS

Section 3.6 - The International Affiliate shall not engage in any activity which is inconsistent with the purposes of the Federation.

## FINANCES

Section 3.7 - Operating expenses for the International Affiliate shall be borne by the International Affiliate. Financial support for specific projects and programs may be provided by the Federation to the extent that funds are available and the providing of such funds is permitted by Section 501(c)(3) of the United States Internal Revenue Code or corresponding section of any future U.S. tax code.

## **ARTICLE 4 - RELATIONSHIP OF PARTIES**

### FEDERATION CONTROL

Section 4.1 - The International Affiliate shall be responsible to the Federation only for the requirements specified in this Agreement. The International Affiliate shall not be subject to the Federation's control with respect to physical actions or activities of the International Affiliate in connection with the operation of the organization of the International Affiliate's fulfillment of the requirements of this Agreement, except as specifically provided in this Agreement.

## SCOPE OF AUTHORITY

Section 4.2 - The International Affiliate is, and at all times during the term of this Agreement, an independent organization and not an agent of the Federation. The International Affiliate does not have the authority, expressed or implied, to bind or obligate the Federation in any way.

## ARTICLE 5 - INDEMNITY

Section 5.1 - The International Affiliate covenants and agrees that in the event the Federation shall, without fault on its part, be made or become a party to any suit by reason of this Agreement, or by any act or omission by the International Affiliate hereunder, the International Affiliate shall pay all costs and expenses, including attorney's fees, incurred or imposed on the Federation.

## ARTICLE 6 - ASSIGNMENT

Section 6.1 - Neither this Agreement nor any interest herein shall be assigned by the International Affiliate unless the written consent thereto is first had and received from the Federation.

## ARTICLE 7 - TERMINATION

Section 7.1 - Either party may terminate this Agreement at any time and without cause by giving the other party written notice of such termination not less than thirty (30) days prior to the date of termination.

## EFFECT OF TERMINATION

Section 7.2 - Upon termination of this Agreement, the International Affiliate's right to use the Federation's trademarks, service marks, trade names, or other indicia shall terminate forthwith. The International Affiliate shall not thereafter, directly or indirectly, identify itself in any manner as a Federation organization, or publicly identify itself as a former Federation International Affiliate or use any of the Federation's materials constituting part of the Federation's organization.

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

### NONWAIVER

Section 8.1 - No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

## SUCCESSOR AND ASSIGNS

Section 8.2 - The provisions of this Agreement shall inure to the benefit or and be binding upon the parties and their respective representatives, successors, and assigns.

## SEVERABILITY OF PROVISIONS

Section 8.3 - If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, so modified, such provision shall be deemed a part of this Agreement as though originally included herein, the remaining provisions of this Agreement shall not be affected by such modification.

## EXTENT OF AGREEMENT

Section 8.4 - This Agreement represents the entire Agreement between the Federation and the International Affiliate, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by the Federation and the International Affiliate.

## NOTICES

Section 8.5 - All notices under this Agreement shall be in writing and may be given by personal delivery or by mailing by registered, first-class mail, addressed to the Federation at: P.O. Box 1595; Bozeman, MT 59771; USA; or to the International Affiliate at: P.O. Box 9980, Vancouver, B.C. V6B 4G3, or at such other address as either party may designate in a notice to the other party given in such manner.

Executed on the day and year indicated below.

FEDERATION OF FLY FISHERS, INC.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Tom Jindra, President

B.C. FEDERATION OF FLY FISHERS  
International Affiliate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Bob McNichols, Chairperson