

AFFILIATE MEMBERSHIP AGREEMENT

THIS AFFILIATION AGREEMENT (the “Agreement”) is made as of the ____ day of _____ by and between Proutist Universal Global Office, a voluntary association with offices at Platanvej 30, 1810 Fredriksberg C, Copenhagen, Denmark, hereinafter referred to as “PU” and _____ with offices at _____, hereinafter referred to as “the Affiliate member”. PU and the Affiliate member are collectively referred to as “the Parties” and individually as “a Party.”

WHEREAS

- (A) PU is an organization dedicated to research into the Progressive Utilization Theory (“Prout”), to educate the people about the principles and policies of Prout, and to adapt these principles to current socio-economic problems in the world, and assist local economies to prosper.
- (B) The Affiliate member is sympathetic to the aims and objectives of PU
- (C) PU and the Affiliate member believe that their aims will be advanced by mutually cooperating in their programs and activities.

NOW, THEREFORE, the parties agree as follows:

1. General Provisions

- 1.1. In consideration of the provisions of this Agreement and the Affiliate member agreeing to abide by the Standard and Guidelines for Affiliation (Annex “A”), which should be considered an integral part of this Agreement, PU agrees to assist and support the Affiliate member in areas enumerated in Article 2 below.
- 1.2. The Affiliate member is considered an important partner to PU, and efforts should be made to unitedly work towards common objectives.
- 1.3. The Affiliate member will pay an administrative fee of EUR 100 upon entering this agreement, an amount that PU hereby acknowledges having received.
- 1.4. This Agreement shall be valid for two years from the date of signing, renewable by mutual written consent by the Parties. For each renewal of a further 2 years, the Affiliate member agrees to pay a further EUR 100 in administrative fees.
- 1.5. This Agreement does not create a partnership or joint venture between the parties.
- 1.6. Both Parties shall appoint a contact person through which communication between the Parties will be conducted.
- 1.7. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party, and such termination will be guided by Article 5 of this Agreement.

2. Obligations of PU

- 2.1. PU shall grant the Affiliate member the right to co-brand its websites and other materials with the PU brand, including its “Prout” Logo.
 - 2.1.1. Any such co-branded website or material must make it clear that the Affiliate member does not represent itself as PU, but is acting in its own capacity.
 - 2.1.2. Any material presented in such a co-branded way must follow the Guidelines provided by PU (Annex B), which are an integral part of this contract.

- 2.1.3. Should PU decide that any co-branded material is in violation of the Guidelines, PU can ask the Affiliate member to remove such material within 24 hours.
- 2.1.4. Should the Affiliate member contest the decision by PU to remove cobranded material, the Parties agree to follow the conflict resolution path outlined in Article 4.
- 2.2. In addition, PU will provide the following services to the Affiliate member:
 - 2.2.1. Give the Affiliate member access to the ProutGlobal.org resource site, its portals, forums, and other resources and materials at its disposal to assist the Affiliate member in its work.
 - 2.2.2. Give the Affiliate member access to ProutGlobal.org email accounts.
 - 2.2.3. Offer training in Prout and related topics.
 - 2.2.4. Provide regular updates on global political, economic and ecological issues facing the world from a Proutist perspective.
 - 2.2.5. Assist the Affiliate member with analysing local issues and problem the Affiliate may encounter, and assist in providing appropriate Prout based solutions to the same.
 - 2.2.6. Assist and guide the Affiliate member in applying for grants from foundations and other sources.
- 2.3. PU will allow the Affiliate member observation status and the right to contribute ideas and suggestions during PU Working Board meetings.
- 2.4. PU will likewise give the Affiliate member an opportunity to partake in discussion of global PU strategy.

3. Obligations of the Affiliate member

- 3.1. The Affiliate member agrees to abide by the Standards and Guidelines for Affiliation detailed in Annex “A”, and the Guidelines for Branding detailed in Annex “B”.
- 3.2. The Affiliate member agrees to pay the stipulated administrative fee.
- 3.3. The Affiliate member agrees to follow the guidance of PU in regards to cobranded material, and remove any material considered by PU to be inappropriate or violating its Guidelines.
- 3.4. Should the Affiliate member wish to contest the decision of PU to remove co-branded materials, it must follow the procedures laid down in Article 4 below.
- 3.5. The Affiliate member likewise agrees to abide by the general guidelines issued by PU from time to time regarding strategy, policy and other issues related to the presentation of Prout and related topics.
- 3.6. Should the Affiliate member object to the decision of PU in regards to any decision under 3.3 or 3.4 above, it agrees to follow the process stipulated in Article 4 below.
- 3.7. The Affiliate member should submit quarterly reports on their activities to PU according to format specified from time to time by PU.
- 3.8. The Affiliate member should be active and engage in collective events, forums and other communication channels as part of an effort to grow and cement relationships between all partners.
- 3.9. Finally, the Affiliate member agree to maintain the confidentiality of all communications between PU and the affiliate, and to keep all information such as passwords, access codes and other confidential or sensitive information secure and safe, and the Affiliate agrees to impose an equivalent condition on all its members and staff that gets access to such information.

4. Conflict Resolution

- 4.1. As the Affiliate member is an important partner of PU, attempts should be made to resolve all conflicts through mutual discussions and mediation. This include discussion on any decisions made by PU under Articles 2.1.3, 3.3, and 3.4.
- 4.2. Should the Affiliate member disagree with the decision of PU specified in Articles 2.1.3, 3.3 and 3.4, and be unable to resolve it through discussion and dialogue, the Affiliate member will have the opportunity to appeal the decision to the PU Advisory Committee.
 - 4.2.1. While the appeal to the Advisory Committee is pending, the Affiliate will have to abide by the decision of PU, and rectify the concerns issues within 24 hours after they being raised.
 - 4.2.2. In case of cobranded material, or other decisions regarding public presentation of Prout policy or strategy, the Affiliate will have to remove such material from public forum within the timeline stated in 4.2.1.
 - 4.2.3. The PU Advisory Committee should review any appeal, and make a final decision on the contested material within 30 days of the request being issued.
 - 4.2.4. Should the Advisory Committee rule in favour of the Affiliate, then the Affiliate should have the right to reinstate the cobranded material and reinstate the policies and strategy that had been blocked by PU.
 - 4.2.5. Should the Advisory Committee rule against the Affiliate member, then the Affiliate member will have to abide by the decision which is final.
 - 4.2.6. In case the Affiliate member is unable or unwilling to accept the decision of the Advisory Committee, then it should be considered as a violation of this Agreement, and the Agreement will be terminated with immediate effect.
- 4.3. The Affiliate member will likewise be given the opportunity to participate in discussions on the implementation of PU strategy through representation in the Working Board.

5. Termination

- 5.1. In case of termination of this agreement, all rights and obligations of either party will cease immediately, except the article 3.8 regarding the confidentiality of communications and shared material that will remain in force for five years.
- 5.2. For the avoidance of doubt, in the case of a termination, the right of the Affiliate to use the PU branding will cease, and all cobranded material has to be removed with immediate effect, and the Affiliate member's right to use the portals and forums of PU will be removed.
- 5.3. In case of a breach of this contract, the offended party shall give notice to the offending party and demand a rectification. If offending party fail to remedy the breach within 14 days, the offended party can declare the agreement voided.
- 5.4. In case the termination is initiated by PU due to a breach of contract by the Affiliate member, the administrative fee will be forfeited by the Affiliate member. Should PU ask to terminate the contract for any other cause, a pro-rata amount of the administrative fee will be repaid to the Affiliate member based on the time elapsed since the entering of this agreement.
- 5.5. In case the termination is initiated by the Affiliate member, then
 - 5.5.1. If the termination is due to a breach of contract by PU, the whole amount of the administration fee shall be refunded.
 - 5.5.2. If the termination is due to any other cause, the total amount of the administrative fee will be forfeited.

6. Miscellaneous

- 6.1. An affiliate member does not exclusively represent a geographic region and multiple affiliate organizations can be active in the same area.
- 6.2. This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.
- 6.3. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 6.4. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

THIS AGREEMENT has been executed by the Parties on the date first above written.

Proutist Universal

The Affiliate member