



GROUP AFFILIATION AGREEMENT For 4-H CLUBS

This Group Affiliation Agreement (“Agreement”), effective _____ (“Effective Date”), is made among the Maryland 4-H Foundation, Inc. (“Foundation”), the University of Maryland, University of Maryland Extension (“UME”), and the _____ (“4-H Club” or “Club”).

I. Explanatory Statement

UME is a unit of the College of Agriculture of the University of Maryland, College Park, a Maryland State land-grant university. Pursuant to federal law and Department of Agriculture (“USDA”) regulations, UME administers the 4-H Program in Maryland, including issuing Charters to 4-H Clubs and granting permission to 4-H Clubs and other entities to use the 4-H name and logo.

The Foundation is a voluntary nonprofit corporation organized under the laws of the State of Maryland, with its principal offices in College Park, Maryland. The mission of the Foundation is to advance the interests and work of 4-H throughout Maryland, including the 4-H Program at the University. The Foundation is recognized as an Affiliated Foundation of the University; as such, it operates in accordance with the University’s Policy on Affiliated Foundations and an annual Operating Agreement with the University.

The Club is a nonprofit unincorporated association located in _____ (County/Baltimore City), Maryland. The Club has received a 4-H Charter from UME and USDA, a copy of which is attached as Attachment 1. The Charter authorizes the Club to use the 4-H name and emblem for educational purposes and requires it to operate in accordance with the requirements of UME, which oversees Club activities and finances. UME requirements for 4-H Clubs include the Maryland 4-H Club Charter Requirements and the Maryland 4-H Club Financial Guidelines, current copies of which are attached for information purposes as Attachments 2 and 3, respectively.

The Club has received federal tax exempt status under a 4-H group exemption number (“GEN”) issued by the Internal Revenue Service (IRS) to USDA. The USDA’s GEN is currently set to expire, requiring 4-H Clubs and other 4-H entities to maintain their tax exempt status through other means.

The Foundation is recognized as tax exempt under §501(c)(3) and as a non-private foundation under Section 509(a)(1) and 170(b)(1)(a)(vi) of the Internal Revenue Code. Pursuant to its Operating Agreement with the University, the Foundation has applied or will apply, as a central organization, for a GEN under the Internal Revenue Code. The Foundation’s GEN will include as subordinate organizations those Maryland 4-H Clubs and other 4-H entities that are affiliated with the Foundation. The IRS requires a central organization to exercise general supervision or control over its GEN subordinates for tax purposes.

In recognition of their common purpose and missions, the Club and Foundation desire for Club to become affiliated with the Foundation and to be included as a subordinate organization in the Foundation's GEN for purposes of maintaining the Club's federal tax exempt status. UME supports this affiliation.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

II. Grant of Affiliation

- A. Affiliation. Foundation hereby recognizes Club as an affiliate of the Foundation for purposes of qualifying as a subordinate organization of the Foundation.
- B. Term. The Term of this Agreement shall commence on the effective date set forth above and shall continue until Terminated as provided herein.
- C. Authorized Activities. Foundation authorizes Club to engage in educational and service activities consistent with the goals of the Maryland 4-H program, as administered and overseen by UME and such other activities as may be consistent with the mission and purposes of Foundation and approved by UME.

III. Obligations of Foundation

- A. Operating Requirements. Foundation shall operate consistently with its Articles of Incorporation and Bylaws, the Operating Agreement and/or other agreements between Foundation and University, and applicable University policies and procedures, as those documents may be amended from time to time.
- B. Tax Exempt Status. Foundation confirms that it is currently organized for educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code and has been granted federal tax-exempt status on that basis. Foundation agrees to promptly notify UME of any change to its tax exempt status. Foundation has applied or will apply to the IRS, as a central organization, for a group exemption letter for its subordinate affiliated organizations, including Club. Foundation authorizes UME, in its discretion, to communicate (through the State 4-H Program Leader or designee) directly with the IRS with respect to any and all GEN or other tax issues pertaining to the Club.
- C. Oversight. Foundation will exercise general supervision and control over the Club to the extent required for GEN tax purposes. Foundation recognizes and agrees the UME retains overall oversight, supervision and control of the Club (including its organizational, operational, financial and programmatic activities) pursuant to the 4-H Charter.

IV. Obligations of Club

- A. Organizational Structure. Club is an unincorporated association in the State of Maryland located in _____ (County/Baltimore City), Maryland. Club represents that it has at least 5

members in good standing between the ages of 8 and 18 and is organized with elected officers such as president, vice president, secretary and treasurer. Club represents that it meets the Maryland 4-H Cub Charter Requirements and guidelines and has received a 4-H Charter from UME.

- B. Operational Requirements. Club agrees that it will at all times remain a 4-H Club in good standing with UME and will operate in a manner consistent with its 4-H Charter and all UME requirements for 4-H Clubs, including, without limitation, Maryland 4-H Club Charter Requirements and Financial Guidelines, as updated from time to time. Club will abide by such other policies and practices mandated by UME and the Foundation. Failure to follow such requirements, policies and practices may result in revocation of Club's 4-H Charter and/or this Affiliation Agreement.
- C. Programs and Activities. In accordance with UME requirements, Club endeavors to provide a variety of learning experiences and to conduct programs and activities that further the purposes and objectives of 4-H. Club, through UME, will make available to Foundation, upon request by Foundation to UME, information regarding Club meetings, programs and other activities, as necessary for Foundation to meet its obligations under the GEN. Foundation may send representatives to observe such programs and activities, as necessary for Foundation to meet its obligations under the GEN.
- D. Tax Status and Requirements.
 - 1. Club agrees that it will operate for educational purposes and to promote 4-H and the mission of the Foundation within the meaning of Section 501(c)(3) of the Internal Revenue Code.
 - 2. Any funds raised by Club will be used to sustain the activities of the Club or to support UME or the Maryland 4-H Foundation. The Club will not pay any funds, above reimbursements for Club expenses, to any of its members or officers. The Club will not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office; nor will a substantial part of the Club's activities involve carrying on propaganda or attempting to influence legislation. The Club will not engage in any other activities not permitted to be carried on by an organization exempt from federal tax under §501(c)(3) of the Internal Revenue Code.
 - 3. If the Club loses its 4-H Charter or is otherwise dissolved, any funds remaining after payment of any Club obligations will be transferred to the local Extension Advisory Council/Board. All property belonging to the Club or Authorized Group must be turned into the UME Office.
 - 4. Club hereby authorizes Foundation to include Club in Foundation's group tax exemption application submitted to the IRS and to recognize Club under the group exemption number from the date the application is submitted. Club will provide Foundation with its federal Employer Identification Number (EIN) and any other information or records required for Club to be included Foundation's group exemption letter. Club hereby authorizes UME to provide such information and/or records to Foundation.

5. Club understands and agrees that filing Club tax returns are its sole responsibility, and Foundation and University will **not** include the Club or its financial data in their respective Form 990 filings. Club agrees that it must file any required 990 tax information return with the IRS (990-N, 990-EZ or 990).
 6. Club authorizes UME, in its discretion, to communicate (through the State 4-H Program Leader or designee) directly with the IRS with respect to any and all GEN or other tax issues pertaining to the Club.
- E. Recordkeeping, Reporting and Inspection. Club shall have and maintain all organizational, programmatic, and financial records necessary to comply with UME requirements, including the Maryland 4-H Club Charter Guidelines and the Maryland 4-H Club Financial Guidelines. In accordance with those requirements, Club must make its records available for review by UME and must submit certain written reports, including an Annual Financial Report, to UME. Upon request by Foundation to UME, UME shall provide the Foundation with a copy of the Annual Financial Report submitted by the Club; and UME and Club also agree to permit Foundation to review the financial and other records of Club, as necessary for Foundation to meet its obligations under the GEN.

V. Obligations of UME

- A. Support Services. UME agrees to continue to provide oversight and support to the Club in accordance with USDA and University guidelines and requirements.
- B. UME will provide support to Foundation in accordance with the Operating Agreement between the University and Foundation, as amended for time to time.

VII. Relationship of Parties.

The relationship of Foundation, Club and UME is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between or among the parties. Unless expressly agreed to in writing by the parties, no party is authorized to incur any liability, obligation or expense on behalf of another, to use another's monetary credit in conducting any activities under this Agreement, or to represent to any third party that a party is an agent of any other party.

VIII. Term and Termination.

- A. Term. This Agreement and the affiliate status granted by Foundation to Club hereunder shall begin on the Effective Date and continue in full force and effect until June 30, 2013, unless terminated earlier as provided herein. If this Agreement is not so terminated, it and the affiliate status granted hereunder shall automatically renew annually, beginning on July 1, 2013, for subsequent one (1) year terms running from July 1 through June 30 each subsequent year, unless terminated earlier as provided herein.
- B. Revocation of Affiliation Status. Foundation, through its Board of Directors, shall have the authority to revoke the affiliation of Club if the Board of Directors, with input from UME, reasonably determines that the conduct of Club is in material breach of any provision of this Agreement. Any decision by Foundation to revoke Club's affiliation status shall be initiated by

sending at least 90 days written notice to Club, with a copy to UME, specifying the grounds upon which the revocation is based; provided, however, that Foundation shall provide Club with 60 days from the date of such notice to cure any alleged breach of this Agreement.

- C. Surrender of Affiliation Status. Club may surrender its affiliate status by delivering written notice of its intention to do so to Foundation (with a copy to UME) no less than fourteen (14) days prior to the effective date of such surrender. Surrender of the Club's affiliation status will automatically result in the revocation of its 4-H Charter.
- D. Expiration, Non-Renewal, or Revocation of 4-H Club Charter. Club's status as an affiliate of Foundation shall terminate automatically upon expiration of Club's 4-H Club Charter or upon its non-renewal or revocation by UME. UME shall provide written notice of such expiration, non-renewal, or revocation to Foundation not later than 30 days after the effective date of such expiration, non-renewal or revocation.
- E. Termination of Agreement. This Agreement may be terminated upon mutual written agreement of UME and the Foundation or upon at least 90 days prior written notice provided by UME to the Foundation. UME will provide at least 60 days written notice of such termination to Club.
- F. Effect of Termination of Agreement or Loss of Affiliate Status or 4-H Charter.
 - 1. The termination of this Agreement shall automatically result in the termination of the Club's affiliation and federal tax exempt status under the Foundation's GEN.
 - 2. The surrender or revocation of the affiliation status of the Club shall automatically result in the: termination of this Agreement; the termination of the Club's federal tax exempt status under the Foundation's GEN; and the revocation of Club's 4-H Charter.
 - 3. The expiration, non-renewal, or revocation of the Club's Charter shall automatically result in the termination of: this Agreement; the Club's affiliation status; and the Club's federal tax exempt status under the Foundation's GEN.

IX. Miscellaneous.

- A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) except as otherwise provided herein, may be amended only by a written instrument clearly setting forth the amendment(s) and executed by the parties.
- B. Waiver. Any party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
- D. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

- E. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- F. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- G. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- H. Notice. All notices and demands of any kind or nature that any party may be required or may desire to serve upon other in connection with this Agreement shall be in writing and may be served personally, by telecopier, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:

If to Foundation: Maryland 4-H Foundation
Maryland 4-H Center
8020 Greenmead Drive
College Park, MD 20740-4000
Attn.: 4-H Affiliation Agreement
Telecopier (301) 314-7146

If to Club: _____

Attn.: _____,
Telecopier (____) _____ - _____

If to UME: University of Maryland 4-H Youth Development
Maryland 4-H Center
8020 Greenmead Drive
College Park, MD 20740-4000
Attn: MD 4-H Tax
Telecopier (301)314-7146

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

The Maryland 4-H Foundation, Inc.

[NAME OF Club]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Club President

**University of Maryland, College of Agriculture
University of Maryland Extension**

By: _____
Name: _____
Title: 4-H Club UME Volunteer Leader

By: _____
Dr. Cheng-i Wei

Dean, College of Agriculture & Natural Resources
Director, Maryland Agricultural Experiment Station
Director, University of Maryland Extension

By: _____
Dr. Jeff Howard

University of Maryland Extension – Assistant Director
State 4-H Program Leader

The University of Maryland Extension programs are open to any person and will not discriminate against anyone because of race, age, sex, color, sexual orientation, physical or mental disability, religion, ancestry, national origin, marital status, genetic information, political affiliation, and gender identity or expression.