

Corporate Partnership Agreement

This Corporate Partnership Agreement (“Agreement”) is made effective on _____ (Effective Date) by and between UCA Users Group, Inc. (“UCAIug”), located in Shell Knob, MO and _____ (“Partner”) with offices at _____ (each a “**Party**” and collectively the “**Parties**”).

WHEREAS the UCAIug desires to enter into an Agreement with the Partner, and the Partner desires to become a Corporate Partner, both Parties have agreed to enter into this Agreement. It is further understood that to enter into this Agreement the Partner **MUST** also be a UCAIug Corporate Member in good standing with fully paid dues.

IN CONSIDERATION OF this mutual understanding, the Parties agree with the following terms and conditions:

1. UCAIug Services

Depending on the partnership tier level, UCAIug agrees to provide one or more of the following services in consideration of the partnership:

Tier 1 (\$3,750 USD):

- a. Partner logo on the home page of all UCA-owned websites (seven [7] websites in total).
- b. Dedicated page hosted on ucaiug.org for the Partner to promote/advertise anything they want (static, one [1] annual edit during renewal period, no videos).
- c. One (1) whitepaper OR one (1) thought-leadership article hosted on the Partner page (static, one [1] annual edit during renewal period).
- d. Partner logo displayed on UCAIug banner and posters for the annual DISTRIBUTECH event (DOES NOT include sponsor table or slideshow presentation during UCA’s 1-night Corporate Status Update event at DISTRIBUTECH).
- e. DOES NOT include videos on dedicated Partner page or webinars.

Tier 2 (\$7,500 USD):

- a. All Tier 1 benefits, plus...
- b. Ability to make scheduled edits on the dedicated Partner page (one [1] edit quarterly).
- c. Combination of two (2) whitepapers or thought-leadership articles hosted on the Partner page (1 quarterly edit during annual period)
- d. One (1) co-hosted webinar promoted to UCAIug’s global email database (database includes a combination of 2,000+ utility providers, subject matter experts, testing labs, vendors, universities and more).

Tier 3 (\$15,000 USD):

- a. All Tier 1 and 2 benefits, plus...
- b. Sponsor table and priority presentation slot at the 1-night UCAIug Corporate Status Update event (at the annual DISTRIBUTECH event)
- c. 30-minutes of promotional/commercial time at one (1) Users Group meeting (meeting choices include 61850, CIM, or OpenFMB).
- d. Four (4) whitepapers or thought-leadership articles hosted on the Partner page (any combination of whitepapers and articles allowed, one [1] edit monthly per item).
- e. Two (2) co-hosted webinars promoted to UCAIug's global email database (at least 4-6 months apart).
- f. Two (2) videos hosted on the dedicated Partner page (one [1] edit monthly).
- g. Quarterly strategy meeting between Partner and UCA (held remotely).

The Partner shall comply with all UCAIug policies, rules and procedures.

Types of content allowed and prohibited on the dedicated Partner page can be reviewed in the policy document titled, "UCA-POL-CorporatePartnerPageContent". All new Partners must agree to this policy and others. You can view and agree to all policies using the following link:

<https://ucajug.org/policies/>

2. Partner Services or Funding

In consideration of the services provided by UCAIug, the Partner agrees to contribute either monetary funding corresponding to a selected Corporate Partnership tier OR a detailed list of in-kind contributions equal in value to that tier. In-kind contributions must include specific details, such as hourly or project rates, estimated hours of work performed, provided tools or organizational support, etc.

3. Fees

The fee schedule for the Corporate Partnership is to be paid annually and is governed by the schedule below. Put an "X" in the SELECTION column shown below for the partnership tier in which you wish to participate.

Selection	Partnership Tier	Benefits Included	Price
	1	Tier 1 benefits only	\$3,750 USD
	2	Tier 1 and 2 benefits	\$7,500 USD
	3	Tier 1, 2 and 3 benefits	\$15,000 USD

If entering into this Agreement after the 1st of a new year, the partnership amount owed will be prorated based on the number of remaining days in the calendar year.

4. Relationship

This Agreement does not make either Party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent organization.

The partnership established by this Agreement, including the Partner's monetary contribution or equivalent in-kind services/products, is independent of and does not apply toward the annual UCA Corporate Membership dues, sponsorships, financial commitments, obligations related to UCAIug events, User Group meetings, or other programs, unless expressly agreed otherwise in writing by both Parties.

5. UCA Invoicing and Invoices

UCA invoices are required if the Partner is paying funds to secure the partnership status. Each individual invoice produced by UCAIug shall include the following minimum information, and any other information can be requested by the Partner:

- a. Unique invoice number
- b. Item Identification and detailed line-item description (from the list provided in sections 1 and 2 of this Agreement)
- c. Full corporate address and corporate contact with email and phone number
- d. Total monetary amount of the invoice

Invoices shall be e-mailed to: _____

6. Notices

Notices and other communications between the Parties shall be in English language and shall be deemed validly given if transmitted in writing, by registered mail, overnight courier or personal delivery, in all cases signature required, to the other party at the address and to the contact set forth below. Either party may change its address anytime by giving notice to the other party.

Partner	UCA Users Group, Inc.
Name:	Name: Margaret E. Goodrich (Treasurer)
Address:	Address: P.O. Box 315, Shell Knob, MO., 65747
Phone:	Phone: +1 (903) 477 - 7176
Email:	Email: Margaret@ucaug.org

7. Termination

It is the intention of both Parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either Party at any time at the end of the annual renewal of the partnership.

It is also understood that automatic termination of his Agreement will be triggered if the Partner does not pay the annual Corporate Membership and is in good standing with UCAIug.

In addition to termination at the end of the annual renewal period, either Party may terminate this Agreement for cause, with written notice, in the event of a material breach by the other Party, including but not limited to failure to comply with the terms of this Agreement, non-payment of required fees, or violation of UCAIug policies. The non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach and shall allow a thirty (30) day period to cure such breach. If the breach is not cured within that time, this Agreement may be terminated immediately. Termination for cause shall not relieve either Party of its obligations incurred prior to the date of termination.

8. Intellectual Property and Content Usage

All content, materials, logos, trademarks, whitepapers, articles, videos, or other promotional assets provided by the Partner for use under this Agreement shall remain the sole intellectual property of the Partner. The Partner hereby grants UCAIug a non-exclusive, royalty-free, worldwide license to use, display, reproduce, and distribute the submitted materials for the duration of this Agreement solely for the purposes outlined herein.

UCAIug agrees not to modify, sublicense, or use the Partner's intellectual property outside of the scope of this Agreement without express written permission. Upon termination of this Agreement, UCAIug will remove or archive the Partner's content upon written request within a reasonable timeframe, not to exceed sixty (60) days.

9. Indemnification

The Partner agrees to defend, indemnify, and hold harmless UCAIug against any claims arising from any IP infringement claims or from disruptions in the display of Partner content on UCAIug websites, including but not limited to loss of sales, website access, or content.

10. Confidentiality

Any confidential information shared by either party will be treated as such and shall not be disclosed outside of the Party organizations.

11. Entirety

This Agreement represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This Agreement may be modified at any time with the written consent of both UCAIug and the Partner.

12. Legal Authorization

The signing Parties affirm they are fully authorized to enter into this Agreement.

13. Severability

The Parties agree that if any portion of this Agreement is found to be void or unenforceable, it shall be struck from the record, and the remaining provisions will retain their full force and effect.

14. Jurisdiction

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri.

15. Party Representative Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized representatives on the dates set forth below to be effective as of the Effective Date.

Partner Representative	UCAIug Representative
Signature:	Signature:
Printed Name:	Printed Name:
Title or Role:	Title or Role:
Date:	Date: