

# Strategic Partnership Agreement DRAFT

## Geek Partnership Society and Minnesota Science Fiction Society

### Introduction and Principles

The participants in this agreement have historically shared numerous long term interests. prior to this agreement we had several years of joint activities; and it is our fundamental goal in making this compact that both partner organizations provide the same levels of operational and program support to each other as demonstrated in their history for as long as it is in effect. We seek to stress our intentions that the specific details of this agreement are points for cooperation, not ends in themselves.

The signatories intend to provide a framework that will pass this legacy of cooperation to our future leaders.

### Agreement

1. This **Strategic Partnership Agreement**, herein called the “**Agreement**”, is by and between **Minnesota Science Fiction Society**, herein called “**MnSTF**” and **The Geek Partnership Society** (formerly The Minnesota Society of Interest in Science Fiction and Fantasy), herein called the “**Society**”. The parties for themselves, their heirs, legal representatives, successors, and assigns, agree as follows.
2. This Agreement in whole or in part will commence **January 16, 2018** and will continue in full force and effect until terminated by either party providing written notice of termination to the other. Notice of termination must be given not less ninety (90) days in advance of a termination date. Any portion(s) of the Agreement which fall inside of such notice will remain in force and effect. In addition, this agreement may be terminated on written notice that either party files, or has filed against it, a petition for bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
3. This Agreement in whole or in part may only be amended by documents signed by designees of both parties. Copies of the agreement, and any agreed-upon amendments, shall be made publically available upon request. Those portions of the agreement with expiration dates may be renewed by the parties through amendment or new agreements.
4. In the implementation of this agreement, the parties understand:
  - a. Specific departments or roles mentioned below are references to particular functions in each organization, and should any be renamed or otherwise redefined, the most appropriate “successor” role will serve for these purposes.
  - b. Any terms or procedures written to implement specific provisions below remain subject to the terms and limitations of this agreement.
  - c. The rights and obligations of the organizations under this agreement are not transferable to or assignable to another organization without the consent of both parties.
  - d. This is an agreement between equals, each serving our community through individual missions, respecting the mission and programs of the other.

- e. The Society is committed to serving a diverse and active “ecosystem” of local fan organizations, each with their own identity and mission. The Society and MnStf are each responsible for its own mission, programs, and internal governance.

**The parties will mutually support each other in the following ways**

1. **Endorsement.** Each will generally and, where appropriate, specifically support and endorse the other’s program and mission, and encourage its participants and site visitors to do so likewise.
2. **Acknowledgement.** Where applicable, promote one another as a strategic partner organization.
3. **Sponsorship.** List the other as a partner in event marketing promotional efforts (e.g. joint-event-related press releases, public service announcements, program booklets, event signage, websites, and other promotional materials) as appropriate. Partner text or images should be linked to the appropriate web page(s).
4. **Board Liaison.** Each will assign a board-level liaison to provide coordination and dialogue for any and all issues under this agreement. These channels will be used regularly to maximize the opportunities for mutual support and effectively address issues of concern.
5. **Staff Liaison.** Each will assign a staff-level point of contact who shall be the primary individual responsible for coordinating convention-specific activities.
6. **Website.** Links and/or content on the website(s) presenting the partner’s mission and highlights from their collection of programs, with content developed cooperatively.
7. **Newsletters.** Upon request, either party may include news in the other’s newsletters. Each shall provide the other with deadlines and points of contact to facilitate such inclusion.
8. **Special Notices.** When mutually agreed upon, and with at least 15 calendar days advance notice, one will disseminate an email broadcast to their mailing list for promotion of the other’s events.
9. **Logistics.** For events involving both organizations, appropriate staff will confer to ensure logistical support and timing for transport of necessary assets.
10. **Merchandising.** Where branded merchandise is sold, the Merchandising representative(s) from each organization will confer about selling the other’s product. A detailed inventory and price list is to be coordinated between staff. Unsold items, sales records, and revenue will be returned within 30 days of the event. Applicable sales taxes, if any, are the responsibility of the agent selling the merchandise, and deducted from the funds remitted. Standing cross-sales arrangements may be adopted at the parties’ mutual discretion, to be negotiated in a memorandum of understanding as appropriate.

**MnSTF will provide**

1. **Event Programming.** Appropriate function space and scheduling for at least one programming event may be made available during the largest convention each year. Locations and timing will be determined in consultation with the convention Programming department. Additional programming or events will be permitted as resources permit; implementation will be negotiated at a staff level.
2. **Fundraising.** Function space to operate a joint Charity Auction at the largest convention each year, with the proceeds to distributed evenly between the Society and MnSTF. Staffing for this function shall be a joint responsibility of the Society and MnSTF.

3. **Room Party.** An appropriate, high-visibility room in the primary event hotel for the largest convention each year, for the celebration and promotion of Society events and activities throughout the event, with exact location to be determined by convention staff after consultation with the Society staff. MnSTF will pay for two room nights for the Society's party room.
4. **Ceremonies.** The opportunity for the Society to promote Society events at the opening or closing ceremonies of the event. The Society must inform the the largest convention each year Staff Liaison at least one calendar week prior to the convention if they wish to participate in Opening or Closing ceremonies and will follow the guidelines established for the ceremonies.
5. **Souvenir Book.** One standard size ad will be provided to promote the Society in the Souvenir (or equivalent) book for the largest MnSTF convention each year. Standard sized ad may vary year to year at the discretion of the MnSTF Publications head.
6. **Service Fees.** In each calendar year of this agreement, MnSTF will convey \$200 to the Society.

#### **The Society will provide**

1. **Community Building.** MnSTF will be invited to participate in any community-building events run as part of the Society's community building mission. Such programs may include networking, training, talent and resource searches, and inter-organizational programs bringing MnSTF staff and leadership in contact with others in the community for mutual benefit.
2. **Asset Management.** The Society will facilitate the loan or rental of MnSTF equipment to third parties at rates and terms to be set by MnSTF. Terms are to include what equipment is available for use, Society's use of said equipment, any compensation due to the Society, and any limitations on availability. MnSTF remains free to effect such loans or rentals independently. Arrangements made by either party are to be communicated to the other to prevent scheduling conflicts.
3. **Reclamation.** The Society can facilitate the sale of unclaimed works sold at art shows or other assets according to terms set by MnSTF. Recovered funds are payable to MnSTF directly.
4. **Programming.** Presentation, programming, or event opportunities at the convention. Details to be worked out between the Society and convention staff at the discretion of relevant convention department Head(s) or the convention leadership.
5. **Resource Hunting.** The Society will facilitate, where possible, MnSTF's needs for volunteer expertise, equipment, or other operational needs.
6. **Mailbox Services.** The Society will provide to MnSTF a mailslot in the locked office to receive mail, and will receive large parcel shipments on MnSTFs behalf by arrangement.
7. **Equipment.** The Society will provide data connections and access to Society owned equipment (as available) to facilitate on-site events.
8. **Use of Facility.** As a Strategic Partner MnSTF will be able to rent space at the center for the lowest tier rate.
9. **Designated space.** The Society will make available space for storage.
10. **Non-Profit Movie Screening Permission.** MnSTF may use the license(s) provided to the Society for the purposes of screening films at its conventions. Screening permissions that fall outside of the scope of the Society's license(s) is the sole responsibility of the MnSTF convention staff.

**Mediation/Arbitration:**

Any claim or controversy arising under this Agreement which cannot be resolved by the parties through direct communication without mediation shall be promptly submitted to mediation. If, after good faith efforts by the parties, the matter cannot be resolved by mediation, the matters shall be resolved by binding arbitration.

**Entire Agreement**

This agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

**Governing Law**

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

**Separability**

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Partners have entered into this Agreement:

*For Geek Partnership Society*

*For MnSTF*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*