

## **Freedom Stewardship Ministries Branch Affiliation Agreement**

**This Affiliate Agreement** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The Conference of Restoration Elders (CRE), a Missouri nonprofit public benefit corporation (hereinafter “FSM”), and \_\_\_\_\_, Restoration Branch (hereinafter “Affiliate”)

### **Background**

The 2019 Conference of Restoration Elders resolved to establish a financial stewardship education program geared toward debt reduction, *Freedom Stewardship Ministries (FSM)*, within the organizational framework of the CRE; and

Further resolved to establish a FSM representative membership council, comprised of 1 voting representative from each affiliated Restoration Branch (*FSM Affiliation Council*), to have oversight responsibility of an *FSM Operating Board*, FSM program operating guidelines, and along with the Officers and Coordinating Council of the CRE, the fiscal concerns of FSM; and

Further resolved that the CRE Officers and Coordinating Council develop and enter into agreements with restoration branches desiring to participate in FSM.

### **Relationship of the Parties:**

**Obligations of the CRE FSM program** - During the term of the Agreement, FSM shall:

- Provide Affiliate with access to financial education and resource materials
- Provide resources and support to Affiliate to assist them with promoting the FSM program
- Assist Affiliate with how to identify and recruit program participants
- Administer the interest elimination component of the program
- Provide Affiliate with support to identify and Manage branch participant
- Respect the privacy of program participants and the Affiliate, and maintain strict confidentiality on all matters, at all times
- Only share private/confidential information for purposes associated with the FSM program as agreed upon in writing by participants and the Affiliate
- Provide its services with due care, skill and ability
- Maintain sound fiscal operational practices, controls and accountability

**Obligations of Affiliate** - During the term of this Agreement, Affiliate shall:

- Participate in an FSM orientation program and other FSM program training as identified
- Select a representative, and alternate, to serve on the FSM Affiliation Council, and to serve as a liaison between the branch and FSM leadership
- Support the values, principles, guidelines and goals of the FSM program as approved
- Notify FSM Operating Board immediately of unauthorized use or misrepresentation of the FSM program or materials
- Endorse and promote the program with branch members and other restoration branches
- Maintain the integrity of program practices and materials

- Maintain appropriate records
- Collect funds from those willing to support the outcomes of the FSM program; and contribute Branch funds as they become available
- Encourage and support participation in FSM educational opportunities and requirements
- Minimally, identify a priesthood member to coordinate and/or provide the educational components of the FSM program within the Branch
- Respect the privacy of program participants and FSM operations and maintain strict confidentiality on all matters, at all times
- Only share private/confidential information for purposes associated with the FSM program as agreed upon in writing by participants and FSM
- Participate with FSM program and financial data collection within the Branch

**Limitation on Liability**

The CRE is not liable for any damages, including legal fees, that may occur to an Affiliated Restoration Branch, or Branch participants, as a result of taking part in the FSM program, that are not directly attributable to the negligence or actions of those administering the FSM program.

**Amendment and Waiver**

Except as otherwise expressly provided herein, any provision of this Agreement may be amended or modified and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the Parties. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

**Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, documents, agreements and prior course of dealing, and shall not be effective until signed by both Parties

**Term of Agreement**

The term of this Agreement (“Term”) shall begin on the Effective Date hereof and shall continue until terminated by either Party in writing at any time.

\_\_\_\_\_  
Name of Authorized CRE Officer

\_\_\_\_\_  
Name of Authorized Branch Representative

\_\_\_\_\_  
Title of CRE Officer

\_\_\_\_\_  
Title of Branch Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date