



ALLIED ASSOCIATIONS PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is between the National Cannabis Industry Association (“NCIA”) at 3845 Tennyson St. Ste 170 Denver, CO 80212, and the undersigned trade association (the “Association,” and collectively with NCIA, the “Parties”).

Upon signing of this MOU, the Association will be welcomed into NCIA’s Allied Associations Program (“AAP”), and the Parties will meet the mutual expectations and perform the voluntary obligations set forth below. For the sake of clarity, this MOU is non-binding, except as otherwise set forth below.

I. PURPOSE OF THE ALLIED ASSOCIATIONS PROGRAM

The purpose of the AAP is to facilitate formal cooperation between NCIA and Allied Associations and share resources for the mutual benefit of their respective memberships. The AAP is intended to provide the means for the leaders and staff of NCIA and Allied Associations to learn from, work with, and support each other. The ultimate goal of the AAP is to develop closer relationships between NCIA and other cannabis trade associations to harness our collective knowledge and work together to advance the cannabis industry.

II. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of NCIA

NCIA agrees to perform the following obligations for the Association:

1. Complimentary Admission to Events: Offer up to two (2) complimentary passes for the Association to bring its leadership and staff to each of NCIA’s major networking events and Lobby Days, to help the Association stay informed and connected.
 - a. Larger events (“Major Events”), including but not limited to:
 - i. Lobby Days
 - b. Nationwide intimate series (“Series Events”), including but not limited to:
 - i. Industry Socials (“IS”)
 - ii. Cannabis Caucuses (“CC”)
 - iii. Stakeholder Summits (“SS”)

2. Discounts to Association's contacts: Provide exclusive discount codes for the Association to pass on to its staff and members for the NCIA events identified above, as long as the Association uses the discount code to promote these events.
3. Tabling at Regional Events: Provide a table at the Series Events to allow the Allied Associations in that region to distribute membership literature, contingent on the Association's promotion of the Series Events to its membership.
 - a. If the Association does not have a specific region, it may provide literature at any Series Events that it helps promote.
 - b. This will be a single shared table for any Allied Associations that are present at the event and have assisted NCIA with promoting it; additional tables may be provided at NCIA's sole discretion, space permitting.
4. Tabling at Major Events: Allied Associations may be invited to table at one or more of NCIA's Major Events at NCIA's discretion, subject to availability and further contractual agreement.
5. Federal updates: Hold occasional virtual meetings with NCIA's Government Relations department on NCIA's federal lobbying and advocacy efforts.
 - a. If the meeting is open to the public, the AAP will get an extra half hour for exclusive access to the Government Relations department for questions and exchange of ideas.
6. Share content: NCIA may distribute articles, press releases, newsletters, white papers, or other documents that the Association is encouraged to disseminate, unless otherwise specified, to assist with enhancing the national content the Association provides to its members.
 - a. The Association agrees to credit NCIA with any content NCIA provides and must include a link back to NCIA's website. Content co-created by the Association and NCIA is welcome and will be credited as such.
7. Independent Washington D.C. Fly-in Assistance: Offer assistance via NCIA's Government Relations team should the Association choose to hold its own Washington D.C. fly-in for its members separate from NCIA's Annual Cannabis Industry Lobby Days (provided the Association coordinates the scheduling for its fly-in with NCIA and it is not held within one (1) month of NCIA's Lobby Days).
8. Transparency: Remain transparent about the mission and efforts of the AAP with the Allied Associations and the public.
9. Public Recognition: Maintain a page on NCIA's website with a directory listing of all the Allied Associations in the AAP.
 - a. The Association is encouraged to use the AAP logo to identify itself as an AAP member, provided it follows NCIA's [usage guidelines](#).
 - b. NCIA is working to include an AAP event calendar listing all of the Allied Associations' events, unless the event is competing with an NCIA event at a similar time and location. The Association is responsible for submitting information about their events to NCIA staff.
10. Flexibility: Make changes to the AAP based on feedback from participating Allied Associations, so that the AAP remains a benefit to its participants.
11. Additional benefits: Additional benefits to the Association may be added as opportunities present themselves.

B. Responsibilities of the Association

The Association agrees to perform the following obligations for NCIA:

1. Coordination: Coordinate federal lobbying efforts with NCIA. If the Association comes to D.C. or works with other organizations doing federal lobbying, it will update NCIA and work with the Government Relations team to make sure lobbying efforts are coordinated with the industry's ongoing national efforts.
 - a. The Association is not required to do its lobbying with NCIA, but must inform NCIA of its efforts.
 - b. NCIA's Government Relations team will assist the Association with its lobbying efforts if the Association so desires.
2. Open Communications: Contact NCIA staff first with any issues or concerns about
 - a. the direction of the AAP,
 - b. the Association's relationship with NCIA,
 - c. NCIA in general, or
 - d. NCIA's lobbying and advocacy efforts.
3. Communication to Association Membership/Contacts on NCIA's Behalf: Send occasional communications to Association's email list and/or social media accounts on behalf of NCIA when requested.
 - a. "Communications" include but are not limited to:
 - i. announcements about NCIA's Major Events or nearby Series Events,
 - ii. advocacy action alerts,
 - iii. white papers, and
 - iv. major policy statements.
 - b. Methods for disseminating these communications include but are not limited to:
 - i. independent emails;
 - ii. newsletter items;
 - iii. social media posts, e.g. LinkedIn, Twitter, Instagram, Facebook; and
 - iv. member meeting announcements
 - c. Association is required to send out at least four (4) communications to its membership/contacts on behalf of NCIA per year.
 - d. Communications announcing an NCIA event are required in order for the Association to provide its literature and/or table at that event.
4. Complimentary Admission to Events: Provide up to two (2) complimentary passes for NCIA leadership and/or staff to attend any of the Association's events.
 - a. NCIA will not be able to send a representative to every Association event, but will make efforts to attend when able.
 - b. At NCIA's request, Association will provide a table for NCIA at any of its events unless doing so would prove too much of a hardship on the Association.
5. Share content: Provide periodic content to NCIA on issues the Association is covering for NCIA to help educate its membership/contacts about regional events, issues, and developments.
 - a. NCIA agrees to credit and backlink to the Association any content it disseminates.
 - b. Content can be articles, action alerts, position statements, etc., provided they are related to the Allied Association's mission.

ADVOCACY. EDUCATION. COMMUNITY.

6. Flexibility: Work with NCIA to propose any changes to the AAP to make it the most beneficial to the participants.
7. No Agency Relationship: Understand that this MOU and the AAP does not make the Allied Association an affiliate, chapter or subsidiary of NCIA, or create any other type of agency relationship with NCIA.
 - a. NCIA cannot officially endorse any policy position of the Allied Association given its stated nonprofit purpose to focus on federal lobbying and advocacy.

III. QUALIFICATIONS TO PARTICIPATE IN THE AAP

Participation in the AAP is open to all cannabis trade associations that meet the qualifications set forth herein. The Association represents that, as of the date of this MOU, it is duly qualified to participate in the AAP because it is either:

(Check the applicable box below)

An Existing Association with:

1. Operating history of at least one year;
2. dues-paying membership of at least twenty (20) members;
3. an elected board of directors;
4. nonprofit Articles of Incorporation filed with the state in which they operate; and
5. duly adopted, written bylaws.

A Startup Association with:

1. Operating history of less than one year;
2. a board of directors, either elected or appointed by the incorporator;
3. volunteers or staff committed to building the association (in lieu of members);
4. nonprofit Articles of Incorporation filed with the state in which they operate;
5. duly adopted written bylaws; and
6. a demonstrated need for the association in that particular area - geographic, professional, or sector.

Allied Associations may be asked to present proof of the above qualifications.

Other

NCIA reserves the right to use its discretion to admit trade associations that do not fully meet the above qualifications but are mission driven and can demonstrate their ability to add value to the AAP, among other things.

IV. LIMITATIONS ON RELATIONSHIP

The Parties acknowledge and agree that Allied Associations are not affiliates, chapters or subsidiaries of NCIA, that the Parties are (and shall remain) independent organizations, and that the AAP does not create any type of agency relationship between the Parties. The Parties further acknowledge that the AAP exists to enhance the professionalism of the industry and create a vibrant community of cannabis trade associations that work independently and together to achieve that goal. As such, NCIA does not officially endorse any policy position of the Allied Associations, nor does NCIA require the official endorsement of any of its policies in order to join the AAP.

This MOU does not constitute any sponsorship, partnership, or endorsement by NCIA of any of the Allied Association's events, nor does it constitute any sponsorship, partnership or endorsement by the Allied Association of any of NCIA's events.

V. TRADEMARKS AND AAP LOGO USAGE

Allied Associations are encouraged to use the AAP Logo to identify themselves as an Allied Association, provided they observe the [AAP Logo Usage Guidelines](#) provided by NCIA with the AAP Logo. Allied Associations are granted a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the AAP Logo. This license is granted for the limited purpose of allowing an organization to identify itself as an Allied Association.

The Association acknowledges and agrees that (a) NCIA's AAP Logo is a trademark of NCIA and the sole and exclusive property of NCIA, and (b) any uses which exceed the scope of that purpose constitute an unauthorized use of NCIA's trademarks.

Allied Associations are not permitted to create and/or use any trademarks or logos which are derived from or confusingly similar to NCIA's trademarks, including its tagline, "Advocacy. Education. Community."

VI. GOOD FAITH AND NON-DISPARAGEMENT

The Parties agree to participate in the AAP in good faith, and agree to not disparage the other Party orally or in writing, in any public or private venue or medium, without first working with that Party to resolve any concerns arising from this MOU or the Parties' participation in the AAP.

VII. NO COST TO PARTICIPATE

Participation in the AAP is without cost to either Party, and each Party will bear its own expenses in meeting the expectations set forth in this MOU.

VIII. AMENDMENTS TO THIS AGREEMENT

This MOU may be amended from time to time by NCIA in order to best reflect the administration of the AAP, the desires of the participating Allied Associations, and the needs of NCIA. If the Parties fail to reach agreement on any requested amendments to the MOU, either Party may terminate this MOU.

IX. TERMINATION OF THIS MOU

The Parties agree that this MOU is not a legally binding agreement, and will not seek legal recourse if either Party does not meet the expectations of the AAP. Instead, if either Party feels the other Party is not fulfilling expectations, the Parties will meet to discuss any concerns and attempt to resolve any issues. If the Parties fail to reach resolution, either Party may terminate this MOU in writing upon ten (10) days notice.

National Cannabis Industry Association

By: _____

By: _____

Its:

Its:

On: _____

On: _____

Located at:

Street

Street 2

City, State Zip