

SAMPLE

LETTER OF AGREEMENT

The National Association for College Admission Counseling (NACAC) is the sponsor of the National College Fairs program, which both enables students to meet representatives from postsecondary educational institutions and encourages those students to continue education beyond high school. This letter of agreement between NACAC and the My Association for College Admission Counseling (MYACAC) formally designates MYACAC as the official host of the **Nowhere, NO** National College Fair. In consideration for this appointment and the agreements of NACAC described below, MYACAC agrees to provide the following services in support of the Fair:

- Establish a local arrangements committee (LAC) of volunteers to assist NACAC with the local arrangements, organization and staffing of the Fair;
- Designate an individual on the LAC to be responsible for encouraging the colleges, universities, and other eligible institutions in that state or region to register as exhibitors at the Fair;
- Publicize and promote Fair participation at area high schools and school districts;
- Promote the Fair to the members of the MYACAC;
- Assist NACAC in publicizing the Fair through local and area media;
- Maintain supervision of the LAC;
- Sign a dated closure statement by the earlier of 45 days after the conclusion of the fair or December 15th of the year the Fair is held, indicating that all committee expenses have been submitted to NACAC and accepting responsibility to pay any subsequent expenses which may arise.

In consideration for the MYACAC agreement described above, NACAC agrees to provide:

- a \$2,000 base stipend to MYACAC after the LAC chairperson has signed and submitted the closure statement for committee expenses;
- 10% of the member early registration fee for each paid booth registration in excess of 200 booths;
- a complimentary one-year individual membership in NACAC for the LAC chairperson;
- an invitation to the LAC chairperson to participate in a NACAC-sponsored biennial summer training workshop for National College Fair (NCF) chairpersons;
- full reimbursement for the LAC's planning, development, promotion and operation documented expenses as budgeted by NACAC for the Fair and outlined in the NCF Chairpersons Handbook;
- inclusion of the Fair in the NCF promotion materials and publications developed each year by NACAC.

Subject to NACAC's right to be released from its obligations under this agreement if it determines to end its sponsorship of the Fair as described in the next paragraph, this agreement shall be binding on NACAC and MYACAC initially for a period of three years, commencing on the date hereof (Term). The Term of this agreement shall be extended on each anniversary date of this agreement for an additional year, unless either party by written notice to the other party before any such anniversary date indicates that such party does not wish to so extend this agreement. It is the intent of NACAC and MYACAC that on each anniversary date this agreement, absent a notice by one party of a determination not to extend, shall be an agreement with a Term of three years.

Should the MYACAC Executive Board determine not to extend this agreement on any anniversary date and allow its obligation to host the Fair to expire at the end of the then current contract Term, a written rationale underlying this determination stating the reasons behind this determination shall be provided to the NACAC Board of Directors and staff in the form of a letter to the NACAC Chief Executive Officer. The NACAC Chief Executive Officer shall then coordinate a discussion of the matter among all parties. Should MYACAC not withdraw its determination not to extend this agreement, the agreement shall terminate at the end of the then current Term. In the event that MYACAC determines to terminate its obligations with respect to hosting the Fair, NACAC reserves the right to continue its sponsorship of the Fair, either with a different host or by acting itself as host. This agreement shall terminate immediately should NACAC determine to end its sponsorship of the Fair. Upon such determination, both NACAC and MYACAC will be released from any future obligation they may have had under this agreement. If NACAC determines to terminate its sponsorship of the Fair, it shall provide the MYACAC Executive Board and the LAC a written rationale from its president and its chief executive officer stating the reasons behind this determination.

Agreed to this _____ of _____, 2009.

John Doe
President, NACAC

Susie Golucky
President, MYACAC

Joyce E. Smith
Chief Executive Officer, NACAC