



ALLIED ASSOCIATIONS PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is between the National Cannabis Industry Association (“NCIA”) at 126 C Street N.W., 3rd Floor, Washington, DC 20001, 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 ASSOCIATION 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 staffs 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 with state, local, and issue-specific trade associations to harness our collective knowledge, and work together to advance the cannabis industry.

II. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of NCIA

The NCIA agrees to perform the following obligations for the Allied Association:

1. Workshops: Offer complimentary workshops and information sessions run by NCIA staff and other association experts to help build, grow, and sustain Allied Associations.
 - a. Most workshops and information sessions will be open to all Allied Associations and will coincide with each of NCIA’S major conferences throughout the year, including:
 - i. Seed to Sale Show,
 - ii. Cannabis Business Summit, and
 - iii. California Cannabis Business Conference.
 - b. The Allied Association will receive up to two (2) invitations for members of its leadership and staff to attend each of these workshops.
2. Complimentary Admission to Events: Offer up to two (2) complimentary tickets for the Allied Association to bring its leadership and staff to each of NCIA’s major

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conferences, networking events, and Lobby Days to help the Allied Association's leadership and staff to stay informed and connected. These events include:

- a. Seed to Sale Show,
 - b. Cannabis Business Summit,
 - c. California Cannabis Business Conference,
 - d. Lobby Days, and
 - e. the Quarterly Cannabis Caucuses ("QCC").
3. Discounts to AA contacts: Provide exclusive discount codes for the Allied Association to pass on to its staff and members for the NCIA events identified above, provided that the Allied Association uses the discount code to promote these events.
 4. Tabling at QCCs: Provide a table at the QCCs to allow the Allied Associations in that region to distribute membership literature, contingent on the Allied Association's promotion of the QCC to its membership.
 - a. If the Allied Association does not have a specific region, the Allied Association may provide literature at any QCC that it helps to 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.
 5. Federal updates: Hold monthly meetings with NCIA's Government Relations team on NCIA's federal lobbying and advocacy efforts. The meetings may be held by conference call or webinar.
 6. Regional updates: Hold monthly meetings with NCIA's Marketing and Communications team for the Allied Associations to share regional developments with NCIA and each other.
 7. Share content: Distribute monthly content from NCIA staff that may be published in Allied Association's newsletters (or in any other way the Allied Association disseminates information) to assist with enhancing the national content the Allied Association provides to its members.
 - a. The Allied Association agrees to credit NCIA with any content NCIA provides to the Allied Association and must include a link back to NCIA's website. Content co-created by the Allied Association and NCIA is welcome and will be credited as such.
 - b. NCIA may distribute articles, press releases, or statements more than once a month that the Allied Association is welcome to disseminate.
 8. Online Community: Provide limited access to NCIA's online community platform, NCIAConnect (expected in early 2019). Allied Associations will be able to share information with each other and more as NCIAConnect expands.
 - a. NCIA will set up a temporary way for Allied Associations to communicate with each other using Google Groups until NCIAConnect is implemented.
 9. Independent Lobby Days Assistance: Offer assistance via its Government Relations team should the Allied Association choose to hold its own Lobby Days for its members separate from NCIA's Lobby Days (provided the Allied Association's Lobby Days are not held within one (1) month of NCIA's Lobby Days).
 10. Dedicated staff: Dedicate one (1) or more NCIA staff members to the AAP to work with the Allied Associations to ensure the AAP's success and provide advisory support.

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11. Transparency: Remain transparent about the mission and efforts of the AAP with the Allied Associations and the public.
12. Public Recognition: Maintain a page on NCIA's website with a directory listing of all the Allied Associations in the AAP.
 - a. The Allied Association may also use the AAP logo to identify itself as an AAP participant, provided it follows NCIA's usage guidelines.
 - b. NCIA will include an AAP event calendar listing all the Allied Associations events.
13. Flexibility: Make changes to the AAP based on feedback from participating Allied Associations, so that the AAP remains a benefit to its participants.

B. Responsibilities of the Association

The Allied Association agrees to perform the following obligations for NCIA:

1. Coordination: Coordinate federal lobbying efforts with NCIA. If the Allied 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.
2. Open Communications: Contact NCIA staff first with any issues or concerns about
 - a. the direction of the AAP,
 - b. the Allied Association's relationship with NCIA,
 - c. NCIA in general, or
 - d. NCIA's federal lobbying and advocacy efforts.
3. Emails to Allied Association Membership/Contacts: Send occasional emails to Allied Association's email list on behalf of NCIA when requested.
 - a. Emails might include:
 - i. announcements about NCIA's major events,
 - ii. nearby QCC's,
 - iii. Federal action alerts, or
 - iv. major policy statements.
 - b. Allied Associations are required to send out at least four (4) emails to their list on behalf of NCIA per year.
 - c. Emails announcing NCIA QCCs are required in order for the Allied Association to provide its literature at that QCC.
4. Complimentary Admission to Events: Allow NCIA leadership, volunteers and/or staff to attend and/or table at all of the Allied Association's events.
 - a. NCIA will not be able to send a representative to every Allied Association event, but will make efforts to attend when able.
 - b. A table for NCIA is not required, if doing so would prove too much of a hardship on the Allied Association.
5. Share content: Provide periodic content to NCIA on issues the Allied Association is covering for public education about regional events, issues and developments.
 - a. NCIA agrees to credit and backlink to the Allied Association with any content it disseminates.
 - b. Content can be articles, action alerts, position statements, etc., provided they are related to the Allied Association's mission.
6. Flexibility: Work with NCIA to propose any changes to the AAP to make it the most beneficial to the participants.

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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 positions of the Allied Association, given its stated nonprofit purpose to focus on federal lobbying and advocacy.
 - b. If the Allied Association has “Cannabis Industry Association” as part of its name, it agrees to make clear on the home page of its website that it is an independent organization and not an affiliate, chapter or subsidiary of NCIA.

III. QUALIFICATIONS TO PARTICIPATE IN THE AAP

Participation in the AAP is open to all associations that meet the qualifications set forth herein. The Allied 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 issue.

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

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

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endorse any policy positions of its Allied Associations. For the sake of clarity, NCIA currently has only two (2) affiliates:

1. California Cannabis Industry Association
2. National Cannabis Industry Association of Ohio

Note that use of the words “Cannabis Industry Association” (“CIA”) in an association’s name does not, in and of itself, indicate any affiliation or other relationship with NCIA. Any Allied Association with “Cannabis Industry Association” or “CIA” as part of its name must post a clear and conspicuous disclaimer on the home page of its website (and on any print materials) that it is not an affiliate, subsidiary, chapter or agent of NCIA.

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. AAP LOGO USAGE

Allied Associations are encouraged to use the AAP Logo to identify itself 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 Allied 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 use any trademarks or logos which are derived from or confusingly similar to NCIA’s trademarks.

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 upon the mutual agreement of both Parties, based on the desires of the participating Allied Association and the needs of

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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.

NCIA

By: _____
Rachel E. Kurtz

Its: Outreach Manager

On: _____

By: _____

Its:

On: _____

Located at:

Street

Street 2

City, State Zip