

# Radio Club of America

## Partnership Memorandum of Understanding

**Purpose:** The Radio Club of America (“RCA”), a non-profit organization chartered in the State of New York, and the Quarter Century Wireless Association, Inc., (the “Partner”) a non-profit organization chartered in the State of New York, desire to enter into a Partnership Memorandum of Understanding (the “MOU”), for the purpose of helping to promote both organizations.

**Term and Termination:** The term of this MOU will be one year initially, and will automatically renew thereafter annually, unless notification to terminate is made by either party. Either party may terminate this MOU at any time, with 90 days advance written notice to the other party at the address provided below.

**Contacts:** The Contact Person for the Radio Club of America shall be the Executive Secretary. The Contact Person for the Partner shall be the QCWA Secretary. Either party may change the Contact Person upon written notification to the other party.

**Independence:** Each organization remains a discrete and autonomous entity, with its own identity in providing services. Each organization is separately responsible for its own policies and financing. No further relationship between the two organizations is implied in any way beyond the specific provisions of this MOU. Neither organization is responsible for the management decisions or actions of the other organization in any way, except as may be provided for in this MOU. No liability of any kind shall accrue to either organization from the other, as a result of this MOU. Each party will hold the other harmless from third party claims of any kind. This MOU and its Appendix A constitute the complete agreement between the two organizations on this subject.

**Partnership Action Items:** The two organizations agree to the following specific actions as a result of this MOU:

1. Each organization shall list the other as a “Partner” on their respective Web sites
2. Each organization shall only use approved logos, trademarks, and organization names as provided by the owner organization of the logos/trademarks/names
3. Each organization shall list the major events (listed in Appendix A of this document) of the other organization on their respective Web site and/or print calendar of events
4. Each organization shall promote and advertise the advantages of being a member of both organizations, as a minimum on their respective Web sites
5. Each organization shall encourage its members to join the other organization
6. Both organizations may issue a joint or individual press releases announcing the formation of the Partnership.

7. Other actions to be taken by the organizations because of this partnership are per Appendix A, herein attached

**Press Releases:** Each organization will gain the approval of the other before issuing any joint or individual press release. Both organizations agree to issue an initial press release publicizing the partnership.

**Miscellaneous Provisions:** Neither organization has the authority to act or bind the other organization in any way. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Agreed and signed:



President

Radio Club of America, Inc.

Date: 11-14-16



President

Quarter Century Wireless Association, Inc.

Date: September 25, 2016

## Appendix A to RCA Partnership MOU

### Contact Person for Radio Club of America:

Colleen Ayers, Executive  
Secretary Radio Club of America  
4248 Park Glen Road Minneapolis, MN 55416  
Phone: 952- 928-4651  
Fax: 952- 929-1318  
Email: colleen@radioclubofamerica.org

### Contact Person for Quarter Century Wireless Association, Inc.:

John Kludt, K4SQC  
Title: QCWA Secretary  
Address: 11165 Highfield Chase DR - Duluth, GA 30097  
Phone: 770-751-7204  
Fax: N/A  
Email: johnnykludt@earthlink.net

Major Events to be listed in the partner organization's Website:

**For RCA:** Annual Awards Dinner and Technical Symposium in November; Breakfast or

Cocktail Receptions at IWCE (March/April), APCO (August), CTIA (Sept.)

**For QCWA:**

**QCWA International Conventions, when applicable; QCWA International Cruise, when applicable**

**Additional areas of partnership not identified in main MOU (if none, state 'none'):**

**None**

1. Free advertising space, at least twice a year, on each organization's paper or digital publications. The ad size will be approximately 3.5" x 2.25" in size. Advertising coverage will be equal for both parties, i.e. if one provides 2 spaces annually, the other will provide 2 spaces annually. The amount of space will be mutually agreed upon at the beginning of each calendar year by the Contact Persons of each organization.

2. End of Appendix A

Initials: RCA: \_\_\_\_\_

Partner: *K.D.*