

A G R E E M E N T

WHEREAS, the American Cancer Society, Inc. (hereinafter "ACS") and the Candlelighters Foundation (hereinafter "Candlelighters") desire to enter into an agreement the primary purpose of which is to enable them to provide more effective programs of education and service to young cancer patients and their families and the agreement would accomplish this purpose by:

(1) Affecting a closer relationship between ACS and Candlelighters that would enable Candlelighters to retain its unique character while giving it greater financial and organizational stability.

(2) Enabling Candlelighters to deliver its program more effectively by having access to the greater resources of ACS.

(3) Presenting a simple and clear picture of operations and unity of purpose of the two organizations to the public.

NOW, THEREFORE, this agreement

W I T N E S S E T H :

Notwithstanding the signing of this agreement by the chief executive officers of ACS and Candlelighters it shall become effective only upon the initial approval by their respective governing boards and the ACS House of Delegates.

(1) ACS will provide office space to Candlelighters or assume the cost of reasonable office rental.

(2) Candlelighters will present a budget of its anticipated needs and expenditures for the immediately succeeding year commencing September 1, to the ACS Board of Directors at its May-June meeting.

(a) This budget may include provisions for salaries benefits for a staff consisting of two exempt personnel, one part-time medical affairs consultant, one full-time secretary and one part-time secretary.

(b) It shall also include the reasonable cost of meeting expenses for one Candlelighters Board of Directors meeting including out-of-pocket and travel expenses ordinarily allowed under ACS reimbursement provisions.

(c) Once every three years it may also include the out-of-pocket and travel expenses ordinarily allowed under ACS reimbursement provisions for attendance by members of Candlelighters' Board of Directors at a Parents' Conference.

(3) ACS, through a grant payable over such period of time as may be appropriate, will furnish funds necessary to meet the approved budget items set forth above, and will further arrange for the availability of the employees of Candlelighters to group insurance covering health and accident and long-term disability. ACS will further, when requested by Candlelighters, review Candlelighters' employees' needs and reasonable modifications including increases in staff will be allowed when appropriate and provided for in said grant.

(4) ACS staff will assist Candlelighters' staff in the preparation of the Newsletter and other selected publications and review and approve the editorial policies and contents thereof, All such publications shall include the legend "sponsored by the American Cancer Society, Inc."

(5) During his or her term of office, the President of Candlelighters shall serve as a liaison member of ACS' Service and Rehabilitation Committee,

attending all Committee meetings and participating therein to the extent appropriate but having no voting rights.

(6) The ACS Vice President for Service and Rehabilitation shall serve in an advisory capacity to the Candlelighters Board of Directors and the Vice President, or an appropriate designee, shall attend at least one Candlelighters Board of Directors meeting annually, with ACS to assume the out-of-pocket and travel expenses incurred by the Vice President or designee in attending one Candlelighters Board of Directors meeting.

(7) Candlelighters will not engage in any solicitation of funds through appeals addressed to the general public and will, insofar as it may be possible, encourage its local organizations to avoid any fund-raising endeavors which will compete with the activities of ACS divisions and units.

(8) Candlelighters will account to ACS for all restricted and unrestricted funds it receives from any memorial, legacy, unsolicited gift or local Candlelighters organization. Restricted funds will be held by Candlelighters for the purposes intended. Unrestricted funds will be used to reduce the total amount of ACS support in the following fiscal year. Excess funds will be available for the Candlelighters budget in the ensuing year or years.

(9) ACS divisions and units will continue to assist local Candlelighters' groups whenever it is mutually desired. Candlelighters will, insofar as it may be appropriate, encourage its local organizations to work with ACS divisions and units both in fund-raising endeavors and program activities.

This agreement shall continue until August 31, 1981 and shall continue from year to year thereafter unless either party shall sixty (60) days prior to any August 31, anniversary date give the other written notice of its desire to review or terminate the same. No further approval by the

respective governing boards or ACS House of Delegates shall be required

the continuance of this agreement, although annual approval of Candlelighters budget by the ACS Board of Directors will continue to be required. In the event of the termination of this agreement Candlelighters shall resume the funding of its programs and publications and payment of its staff and all office expenses including rent, and Candlelighters will agree to vacate or compensate the ACS for the premises which it may be occupying at the time.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers as of the _____ day of _____, 1980.

AMERICAN CANCER SOCIETY, INC.

BY: _____
Executive Vice President

CANDLELIGHTERS FOUNDATIONS

BY: _____
President