

**PARTNERING AGREEMENT BY AND BETWEEN
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
AND _____ (CHAPTER)**

Introduction

The Associated General Contractors of America has granted charters to chapters with jurisdiction in all fifty states, the District of Columbia and Puerto Rico. Each chapter operates as an independent- affiliated trade association as regulated by the AGC of America's By-Laws and charter agreement, and according to the chapter Bylaws. The purpose of this agreement is to create clearly defined roles and responsibilities for both AGC of America and _____ (chapter) pertaining to the mutual benefits for each entity of this affiliation.

The AGC of America and _____ (chapter) agree on the following roles and responsibilities for each partner. Specific action items and goals for each of these items in each category may be discussed and agreed to between the partners and attached to this agreement as Appendix A.

AGC of America Roles and Responsibilities:

a. **Federal Government Advocacy and Political Action**

Through its governance structure (Board of Directors, Executive Board, Committees and Task Forces) and in consultation with staff, AGC of America will develop policy and implement strategies to influence the Congress, the Courts and Executive agencies on a variety of legislative, legal and regulatory issues.

b. **Marketing and Branding**

AGC of America will develop and implement programs to market and deliver AGC products at the local chapter level by:

- Collaborating with individual chapters and/or groups of chapters to improve and increase product delivery and income, including products developed by AGC of America, individual chapters, or third party vendors;
- Collaborating with individual chapters and/or groups of chapters to develop appropriate and effective marketing, promotional, and service information and delivery models to jointly pursue membership activities; and
- Providing chapters the opportunity to review proposed national affinity or endorsement agreements between AGC and other organizations to the extent that agreement will involve marketing directly to AGC members. Chapters will be given the opportunity to opt out of any program they believe is in competition with or does not benefit the members of their chapter.

c. **Industry Relations**

AGC of America will develop and maintain relations with construction industry partners, including other construction industry associations, labor unions, owner groups and other private entities as appropriate. This will include participation in coalitions, joint meetings and other joint activities to advance issues of mutual interest and concern.

d. **Facilitating Information, Trends and Communications Among Chapters**

AGC of America will develop and provide ongoing operation of an effective Communications-Information Management network for the chapters to facilitate the coordinated delivery of printed and electronic communications between AGC of America, its affiliated chapters and members. AGC of America will annually conduct an individualized assessment with each chapter to focus on local industry trends, and service possibilities through the partnership.

_____ **(CHAPTER) Roles and Responsibilities:**

a. **Information and Product Distribution**

Collaborating with AGC of America and other affiliated chapters, as appropriate, develop appropriate and effective marketing, promotional, and service information and delivery models to jointly pursue effective information flow and product delivery.

b. **Membership Recruitment and Market Share**

Collaborating with AGC of America and other affiliated chapters as appropriate, jointly develop and implement appropriate and effective marketing, promotional, and service information and delivery models to actively pursue membership recruitment and retention activities to grow chapter membership.

c. **Carry the Brand**

The Chapter will identify itself as an affiliate of AGC of America through use of the AGC logo and other means as appropriate. The Chapter will make its members aware of AGC of America activities through periodic insertion of information (templates provided by AGC of America) about such activities in Chapter publications and electronic communications.

d. **Develop and Implement Services that are in Alignment with AGC Brand Integrity**

The Chapter will periodically engage in market research to determine key services necessary to meet local market demands for information, education/training, safety, legislative, labor, and other membership services; implement services based on market and member needs; and identify local chapter services that can be promoted nationally as an integrated offering to all chapters.

e. **Adequate Financial Base and Integrity in Financial Matters**

The Chapter will ensure that revenues are sufficient to fund member services (identified in d above) and to accurately report and remit membership dues and fees to AGC of America. In furtherance of this objective the chapter should furnish a copy of its membership directory (printed or electronic) on an annual basis.

f. **Participation In National Activity**

The Chapter will reinforce the affiliation with AGC of America through active promotion of AGC of America activities. The Chapter will endeavor to have their volunteer and staff leadership participate in as many AGC of America meetings as practicable (recognizing time and budget limitations), including the Convention, the Spring National/Chapter Leadership Conference, Division Meetings, the June ELC meeting and the Midyear Board Meeting.

MUTUAL RESPONSIBILITIES

The AGC of America and _____ (chapter) agree to identify any other opportunities to strengthen the partnership and establish any other mutually acceptable written strategies where applicable and relevant to the above noted responsibilities as a portion of Appendix A. This partnering agreement will be reviewed annually on the anniversary date during the term of this agreement to evaluate the effectiveness and agree to any necessary adjustments or modifications.

TERM OF AGREEMENT

The agreement is in force until either party gives notice of their intention to cancel the agreement with an advance written notice of ninety days of their intention to withdraw. There will be a periodic assessment where the agreement will be reviewed annually to assess effectiveness and explore further collaboration.

Chapter

AGC of America