

# [Amended and Restated] Chapter Affiliation Agreement

This [Amended and Restated] Chapter Affiliation Agreement (the "**Agreement**") is entered by and between The Reading League Inc., a New York not-for-profit corporation with offices at 103 Wyoming Street (2<sup>nd</sup> Floor), Syracuse, New York 13204 ("**TRL**"), and \_\_\_\_\_, a \_\_\_\_\_ not-for-profit corporation] or [a program of \_\_\_\_\_, its fiscal sponsor, with offices at \_\_\_\_\_ ("**Chapter**") and \_\_\_\_\_, an individual responsible for directing the Chapter (the "**Chapter Director**")] [and amends and restates in its entirety that certain chapter agreement dated [\_\_\_\_\_] by and between the parties].

## RECITALS

A. TRL is a charitable organization qualifying under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") and has as its charitable purpose to provide supportive educational resources to advance the awareness and use of evidence-based instructional practices in reading, for the benefit of teachers and education agencies. In furtherance of its mission, TRL has developed materials and processes to train educators in evidence-based teaching methods aimed to increase literacy. In addition, TRL has built a network of affiliated organizations, each of whom has or agrees to further the same mission and are party to an affiliation agreement with TRL (the "**TRL Network**").

B. The Chapter is recognized as a tax-exempt organization under Section 501(c)(3) of the Code [or is a program of \_\_\_\_\_, its fiscal sponsor, an organization that is a recognized tax-exempt entity under Section 501(c)(3) of the Code]. TRL and Chapter share the goal and vision of improving literacy by advancing the awareness, understanding, and use of evidence-aligned reading instruction, and both have a vested interest in the success and growth of the TRL Network at all levels (the "**Affiliate Purpose**").

C. TRL and Chapter have determined that it is in their best interests to enter into this Agreement and to set forth the terms and conditions of their affiliation.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Affiliation. During the term of this Agreement and subject to the terms and conditions stated herein, Chapter is affiliated with TRL, shall be deemed a "chapter" of TRL, and shall participate in the TRL Network. TRL and Chapter agree to maintain a cooperative and supportive relationship with each other, and expect and desire that each shall support the other with respect to all matters of common interest that further the fundamental and primary charitable purposes of each and of the TRL Network. TRL and Chapter acknowledge the value of a national network coordinated by TRL with the goal of supporting access to and consistency in materials and training provided to educators across the network.

2. Affiliate Services. The TRL Network provides supportive educational resources to advance the awareness, understanding and use of evidence-aligned reading instruction, for the benefit of educators and education agencies, as described in greater detail on Schedule A attached hereto (the "**Affiliate Services**") and incorporated herein by reference, and which may be amended from time to time.

3. License Agreement.

3.1 TRL has developed a reputation within the education sector as providing high-quality, evidence-based resources for educators and education agencies. “The Reading League” and related logos, trademarks, copyrights and other tangible and intangible property created by TRL are a recognizable concept that is associated with TRL’s reputation (the “**TRL Brand**”).

3.2 Chapters within the TRL Network gain access to the TRL Brand by entering into a standard license agreement in the form substantially attached as Exhibit A to the Agreement, which licensing agreement is coterminous with this Agreement.

3.3 The parties hereto have entered into a licensing agreement as of this same date (the “**License Agreement**”). The License Agreement is incorporated herein by reference and as if set forth in full. Breach of the License Agreement shall constitute a breach of this Agreement, subject to the terms and conditions of this Agreement, including the rights of termination and cure set forth herein.

4. Affiliate Obligations. In consideration of the affiliation created hereby, the Affiliate Services and the License Agreement, the Chapter shall:

4.1 pay to TRL an affiliation fee (the “**Affiliation Fee**”) set forth on Schedule A attached hereto and incorporated herein by reference, which may be amended from time to time pursuant to Section 6.2. The Affiliation Fee shall be paid as follows: annually, upon delivery of the annual report.

4.2 conduct its operations, and assure that all volunteers operate, exclusively in accordance with this Agreement and TRL policies and procedures, as may be amended from time to time.

4.3 obtain and maintain at its sole cost and expense, the insurance set forth on Schedule B with an insurance carrier qualified and admitted to do business in the state where they are located. Chapter shall provide TRL prior to the effectiveness of this Agreement a Certificate of Insurance evidencing compliance with the insurance procurement requirements stated herein, in standard ACORD form and attached to the certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Chapter’s Commercial General Liability Policy and shall in the future provide Certificates of Insurance upon TRL’s request.

4.4 plan, implement and host or sponsor activities in furtherance of the Affiliate Purpose, and to abide by TRL policies, as may be amended from time to time, including but not limited to the following:

(a) post all Chapter materials on the authorized TRL website and use TRL email and social media handles in the promotion of Chapter materials, programs and activities.

(b) create and publish materials for Chapter activities, which materials must be approved by TRL in advance in accordance with TRL guidelines as promulgated by TRL from time to time.

(c) conduct or sponsor a minimum of 3 programs or activities per year that further the Affiliate Purpose, which presentations, materials and sponsorship must be approved by TRL in advance. Chapter shall endeavor to avoid planning programs and activities that

overlap in timing with TRL national programs and activities, and will use alternative program titles to avoid confusion among stakeholders.

(d) collaborate with TRL and other chapters within the TRL Network for the mutual success of the TRL Network and specifically as follows:

(i) submit event related materials that require TRL approval including sponsorships for review at least three (3) weeks in advance.

(ii) submit proposed social media marketing materials for TRL approval at least three (3) business days prior to posting such marketing materials.

(iii) send at least one representative to monthly virtual TRL Network meetings and review materials shared at such meeting.

(iv) cooperate in the implementation of any correction action plan required by TRL.

4.5 provide information relating to Chapter activities to TRL as follows: (i) file with TRL an annual report which shall be due July 1 of each year, or as otherwise specified by TRL (the “**Annual Report**”), which must include Chapter’s audited or reviewed financial statements, if any, or alternatively, an annual statement of activities, showing actual results compared to budget; a copy of Chapter’s Management Letter, if issued; a copy of Internal Revenue Service Return of Organization Exempt from Income Tax Return (Form 990, 990-EZ or 990-N); a copy of Chapter’s State Annual Filing Report; a certificate of insurance showing coverage for the upcoming year; current list of members and subscribers (subject to applicable consent requirements); an impact statement summarizing impacts from reported year; a copy of charter documents or bylaws if any material changes were made in such reported year; and (ii) other information reasonably requested by TRL from time to time within thirty (30) days of such request, including but not limited to meeting minutes of Chapter’s governing board or committee.

4.6 comply with all applicable laws, regulations, and ordinances, including without limitation the Code and regulations governing exempt organizations.

4.7 Chapter shall:

(a) operate under the name “The Reading League [the State in which the program operates]”.

(b) disburse all TRL-related assets of Chapter to TRL in the event of dissolution, cessation of operations as an affiliate of TRL, or termination of this Agreement.

(c) assure that all proprietary information shared pursuant to this Agreement with Chapter be held in the strictest confidentiality and under no circumstances shall member lists, donor lists or other Confidential Information be used for purposes other than the Affiliate Purpose.

(d) assure that Chapter staff or volunteers are given access as appropriate to training, benefits, supervision and governance support.

(e) assure that Chapter activities are the focus of dedicated staff or volunteers.

(f) timely communicate changes in the composition of such dedicated staff or volunteers to TRL.

4.8 if Chapter operates as a fiscally sponsored program, Chapter shall:

(a) file a certificate of assumed name or similar instrument in the State in which it operates to operate under the name “The Reading League [the State in which the program operates]”.

(b) disburse all TRL-related assets of Chapter to TRL in the event of dissolution, cessation of operations as an affiliate of TRL, or termination of this Agreement.

(c) operate Chapter pursuant to a fiscal sponsorship agreement with terms and conditions standard to such agreements, and which will allow Chapter to transfer all TRL-related assets to another 501(c)(3) organization in the event fiscal sponsor or fiscally sponsored program desire to terminate their fiscal sponsorship agreement, subject to the execution of a new affiliate agreement with such transferee.

## 5. Fundraising.

5.1 The Chapter is encouraged to seek funding or sponsorship as needed to support local activities and events. Affiliation with TRL does not assure 501(c)(3) public charity status for Chapter. Chapter and TRL shall keep each other informed regarding corporate sponsors, grant funders, and major donors. To the extent there is overlap in these resources, the parties shall coordinate development activities related to that funder. Chapter will be clear in all communications with sponsors or potential sponsors that gifts to Chapter do not imply any benefits at the national level.

5.2 In furtherance of the foregoing, Chapter will notify TRL of any large gifts or grants (e.g., \$10,000+) by email to [chapters@thereadingleague.org](mailto:chapters@thereadingleague.org).

5.3 Grant income to Chapter from foundations or state/federal agencies with restrictions on administrative costs may be eligible for a reduced Affiliation Fee of 1%. Chapter shall submit this request, along with full and accurate copies of any grant agreements, to TRL for approval prior to execution.

5.4 It is the policy of TRL that affiliated organizations do not engage in providing direct, for-fee professional development services in schools or districts. Chapter agrees that it will direct any inquiries or solicitations for paid professional services to TRL’s Director of Professional Development at [pd@thereadingleague.org](mailto:pd@thereadingleague.org).

## 6. Term

6.1 This Affiliation Agreement shall commence as of the date above written and shall continue for a term of one year, unless sooner terminated as set forth below.

6.2 Upon expiration of the initial term, this Agreement shall automatically renew for additional, successive one-year terms unless either party provides written notice of nonrenewal at least thirty days prior to the end of the then-current term. If this Agreement is renewed for one or more additional terms, the terms and conditions of this Agreement during each such renewal term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any changes in Affiliate Services or Affiliation Fee communicated by TRL at least thirty days in advance of such renewal.

## 7. Termination; Effect of Termination

7.1 Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other.

7.2 This Agreement may be terminated immediately by either party, in the event of a breach of this Agreement or the License Agreement, which remains uncured for a period of twenty one (21) days after notice thereof or by its nature cannot be cured.

7.3 This Agreement shall terminate automatically upon termination of the License Agreement without further notice or act by either party.

### 7.4 Effect of Termination.

(a) In the event of termination of this Agreement for any reason, Chapter shall not be entitled to a refund in whole or in part of the Affiliation Fee.

(b) The Confidentiality (Section 3), Non-Solicitation; Non-Competition (Section 7), Indemnification (Section 8), Non-Disparagement (Section 11), and Miscellaneous (Section 13) sections shall survive the expiration or termination of this Agreement.

## 8. Confidentiality

8.1 The parties recognize that during the term of this Agreement, each party may receive or become familiar with and obtain knowledge of the other party, including, without limitation, the following: (i) all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to the respective parties' business processes, practices, methods, programs, materials, content, research, operations, services, strategies, techniques, contracts, marketing information, pricing information, design information, market studies, sales information, revenue; (ii) information concerning the other party's clients', suppliers' and other third parties' including donors, members, subscribers and other chapters of the TRL Network, past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (iii) unpatented inventions, methods and processes, trade secrets, know-how, works of authorship and other confidential intellectual property; (iv) designs, specifications, documentation, components, source code, object code, snippets, internal processes, methodologies, frameworks, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (v) third-party confidential information, included with, or incorporated in, any information provided by a party; (vi) other information that would

reasonably be considered non-public, confidential or proprietary given the nature of the information and the parties' businesses; and (vii) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing (the "**Confidential Information**").

8.2 Subject to the terms and conditions set forth in this Agreement, the parties agree to hold and treat as secret and confidential any and all Confidential Information disclosed by a party (in such capacity, the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**") in any manner, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential". Additionally, the Receiving Party shall, without limitation, do all of the following: (i) treat all Confidential Information as strictly confidential, using reasonable care and as the Receiving Party would safeguard its own confidential information; (ii) not directly or indirectly disclose (in writing or orally), publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever, except in accordance with the terms hereof; and (iii) not access or use any Confidential Information, and not copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Disclosing Party, except in accordance with the terms hereof.

8.3 The parties agree that all Confidential Information and any derivative works or improvements on or to the Confidential Information is and shall be the sole property of the Disclosing Party, and the Receiving Party shall make no claims to the ownership of such Confidential Information. All Confidential Information shall be considered intellectual property of the Disclosing Party, including all designs, concepts, products, materials or process applications relating thereto, whether or not incorporating comments, suggestions, etc. made by the Receiving Party to the Disclosing Party based upon the Receiving Party's evaluation thereof. Neither this Agreement, nor any disclosure of Confidential Information, shall be deemed to imply or grant any license, interest in or other intellectual property rights in Confidential Information, except to the extent set forth in the License Agreement by and between Chapter and TRL. Neither party shall use in any manner any Confidential Information for its own benefit.

8.4 Notwithstanding anything to the contrary set forth herein, pursuant to 18 U.S.C. § 1833(b), no individual shall be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (i) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, any individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret, except pursuant to court order.

8.5 Upon termination of this Agreement or upon request during the term hereof, Chapter and TRL shall return all property provided it pursuant to this Agreement or in its possession or control belonging to the other.

9. Representations and Warranties. Each party represents and warrants as follows:

9.1 it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

9.2 it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

9.3 the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

9.4 when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. Independence

10.1 TRL and Chapter are independent non-profit entities, and shall not be deemed to be the employee, agent or representative of the other. It is specifically intended and agreed between the parties that by virtue of this Agreement, neither party is, nor becomes, an agent of the other, and this Agreement does not establish a partnership or joint venture between the parties. Neither party shall have the authority, nor shall hold itself out as having the authority, to take any action that would indicate any relationship to the contrary, or to take any action that would obligate the other.

10.2 Any persons employed or engaged by TRL in connection with the performance of this Agreement shall be its employees or contractors and it shall be fully responsible for them. TRL shall provide proof to Chapter, upon written request, that it has current workers' compensation insurance coverage, or is otherwise exempt from obtaining such coverage.

10.3 Chapter shall not employ any individual to further the Affiliate Purpose without first obtaining the consent of TRL. Any such persons employed or engaged by Chapter in connection with the performance of this Agreement shall be its employees or contractors and it shall be fully responsible for them. Chapter shall provide proof to TRL, upon written request, that it has current workers' compensation insurance coverage or other coverages as required by applicable law or is otherwise exempt from obtaining such coverage.

11. Non-Solicitation; Non-Competition

11.1 Chapter agrees that during the term hereof and for a period of two (2) years after the expiration or earlier termination of this Agreement without obtaining the prior written consent of TRL, Chapter nor any of its Chapters or representatives (each, a "Restricted Person") shall directly or indirectly, for itself or on behalf of another person or entity:

(a) solicit for employment or otherwise induce, influence or encourage to terminate employment with TRL, or employ or engage as an independent contractor, any current or former employee of TRL, with whom the Restricted Person had contact or who became known to the Restricted Person in connection with the Services provided hereunder (each, a

"Covered Employee"), except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of TRL, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 7(a), or (ii) if TRL terminated the employment of such Covered Employee before the Restricted Person had solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee; or

(b) solicit business from or induce, influence or encourage any other Chapter, customer, client or other contractual beneficiary of TRL that became known to the Restricted Person directly or indirectly as a result of Confidential Information, or the performance of this Agreement, to alter, terminate or breach its contractual or other business relationship with TRL.

## 12. Non-Disparagement

12.1 The parties agree and covenant that they will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the other's products or services, and existing and prospective customers, suppliers, investors and other associated third parties, or make any maliciously false statements about the other's employees and officers.

## 13. Indemnification

13.1 Each party shall indemnify and hold harmless the other and its directors, officers, members, managers, employees, agents, shareholders, contractors, Chapters, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and judgments, including, without limitation, reasonable attorneys' fees (collectively, "**Liabilities**") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of such party arising from or connected with performance of its obligations hereunder, or (ii) such party's breach of any of its obligations, agreements, or duties under this Agreement or the License Agreement.

## 14. Miscellaneous

14.1 This Agreement is a personal contract and, except as specifically set forth herein, this Agreement may not be sold, transferred, assigned, pledged or hypothecated by either party. The right and obligations of each party hereunder shall be binding upon and run in favor of its successors and assigns.

14.2 This Agreement constitutes the complete understanding between TRL and Chapter and supersedes any and all prior or contemporaneous agreements, promises or inducements, whether oral or written, concerning these subject matters, specifically excepting however the License Agreement. No promises or agreements made subsequent to the execution of this Agreement by the parties shall be binding unless reduced to writing and signed by both parties.

14.3 This Agreement shall be construed and governed in accordance with the laws of the State of New York, without regards to conflicts of laws principles. TRL and Chapter agree that the Supreme Court of the State of New York for Onondaga County or any federal district court



having jurisdiction in that county shall have jurisdiction and shall be the proper location for the determination of all disputes arising under or related to this Agreement.

14.4 The failure of any party to insist on strict performance of any term or condition set forth herein on one occasion shall not prevent such party from insisting on strict performance with respect to such term or condition on any subsequent occasion.

14.5 Any notice which may be given hereunder shall be sufficient if in writing and mailed by registered or certified mail, return receipt requested, to either party at the address indicated above or to such other address as a party may indicate by written notice given in the aforesaid manner.

14.6 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14.7 If any provision of this Agreement or the application thereof to any person or circumstance for any reason and any extent shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

14.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page(s) to follow]

**IN WITNESS WHEREOF**, Chapter and TRL have signed this Agreement to be made effective as of the date first set forth above.

**The Reading League Inc.**

**XXXX**

By: \_\_\_\_\_  
Name: Maria Murray, Executive Director

By: \_\_\_\_\_  
Name:  
Title:

**Agreed to and Accepted by Chapter Director, if any**

\_\_\_\_\_  
Name:

EXHIBIT A  
FORM OF LICENSING AGREEMENT

SCHEDULE A

**AFFILIATE SERVICES – SECTION 2**

1. TRL will develop standard governance resources, such as model bylaws, conflict of interest forms, training materials, form minutes, templates, to be shared with all chapters.
2. TRL will provide national advocacy efforts when in its discretion such advocacy will further the interests of the TRL Network or the Affiliate Purpose.
3. TRL will support Chapter and the TRL Network through its website and other social media, conferences, and consultations.
4. TRL will create and share materials and training videos and training and other forms of professional development services to chapters for their use and distribution.
5. TRL will protect the TRL Brand and assure that it is used appropriately for the benefit of the TRL Network.
6. TRL will administer a website network sufficient to support Chapter, including the provision of a subdomain website to Chapter for its use.
7. TRL will provide standard email and social media handles to support and protect the TRL Brand.
8. TRL will provide timely support in the review of proposed marketing purposes, and the and use of social media for purposes of promoting TRL programs and activities.
9. TRL will send representatives to observe Chapter’s programs and activities to assure adherence to TRL policies and procedures as necessary or requested.
10. TRL will work collaboratively with all Chapters to develop goals and standards to measure, monitor and improve performance and outcomes throughout the TRL Network. In the event a Chapter is not abiding by the terms outlined in the Chapter Agreement and/or the License Agreement, TRL will develop a corrective action plan to help Chapter improve performance and outcomes.
11. TRL will coordinate at least one annual meeting with Chapter for consultation and information sharing.

**AFFILIATE FEE – SECTIONS 4.1 AND 6.2**

Year 1	Fee subsidized by TRL to allow Chapter to invest in start up
Year 2 – 4	10% of Chapter revenue; minimum of \$500
Years 5+	20% of Chapter revenue; minimum of \$1,000

## SCHEDULE B INSURANCE REQUIREMENTS<sup>1</sup>

### **COMMERCIAL GENERAL LIABILITY (CGL)**

Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, contractual liability, and personal and advertising injury.
- TRL shall be included as additional insureds on a Primary and Noncontributory basis.

### **WORKER'S COMPENSATION**

State chapters must comply with worker's compensation requirements of their state. (For example, New York law classifies day labor, leased or borrowed employees, part-time employees, unpaid volunteers (which includes family members), and most subcontractors as employees for the purposes of workers' compensation.)

### **DIRECTORS AND OFFICERS INSURANCE**

Directors and officers (D&O) liability insurance is insurance coverage intended to protect individuals from personal losses if they are sued as a result of serving as a director or an officer of a not for profit. It can also cover the legal fees and other costs the organization may incur as a result of such a suit. D&O insurance offers protection against legal claims that may arise as a result of business decisions and actions taken in the course of their duties.

Directors and Officers (D&O) liability insurance protects the personal assets of board members and company executives who are being sued by third parties such as suppliers or customers of the nonprofit organization. It can also protect the organization itself by reimbursing it for defending its directors and officers or for lawsuits it is directly named in.

The insurance, which usually protects the organization as well, covers legal fees, settlements, and other costs. D&O insurance is the financial backing for a standard indemnification provision, which holds officers and directors harmless for losses due to their role in the organization.

All highly placed corporate and noncorporate executives, as well as boards of directors, can benefit greatly from D&O insurance. Without this coverage, executives may have to pay for legal costs out of their own pockets if they are sued. Nonprofit organizations have a need for this coverage since they may defend their executives or directors and pay all the legal fees and settlement costs that come from litigation.

Directors and officers (D&O) liability insurance policies are divided into three separate coverage categories. These categories are referred to as Sides A, B, and C:

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<sup>1</sup> TRL – Should you take this opportunity to ask our insurance agent if these requirements should be updated?  
{H5133069.4}

- Side A coverage – This element of coverage protects the directors and officers if their employer is financially incapable of defending them in court or reimbursing them for their losses or is not required or permitted to do so by law.
- Side B coverage – This element of coverage is designed to reimburse the employer when it is lawfully permitted or required to pay to defend or settle claims against its directors or officers.
- Side C coverage – This form of coverage is also commonly known as “entity coverage” and covers the organization itself for any loss attributable to the entity’s wrongful acts.

The situation that the organization and its executives are facing will determine the side of coverage that is used. There are many different factors that go into this equation, such as the company’s business model and its financial needs and characteristics. You should consult with your insurance representative for more information.