



# World Champion Football League Association

## World Champion Football League Association (WCFLA)

### MEMORANDUM OF UNDERSTANDING AND AGREEMENT

By signature below, \_\_Erik Williams Foundation, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
and \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ [insert local organization  
names] (each, an “Individual Organization” and collectively, the “Organizations”)  
enter into this Memorandum of Understanding and Agreement (the  
“Memorandum”) as of this \_\_\_\_\_ day of \_\_\_\_\_, 23\_\_ (the  
“Effective Date”). The Organizations acknowledge and agree that this  
Memorandum sets forth the Organizations’ intentions to coordinate football-  
related events and programs in the State of \_DELAWARE, MARYLAND, NEW  
JERSEY, PENNSYLVANIA, CHARLOTTE NC, WASHINGTON DC and any  
perspective state that is affiliated with the ACC  
POWR5 \_\_\_\_\_ (the “WCFLA”).

1. Legal Status. The WCFLA is composed of amateur football organizations

throughout the State of \_DE, MD, NJ, PA, CHARLOTTE NC, Washington DC and any perspective state that is affiliated with the ACC POWR5 \_\_\_\_\_. Although Individual Organizations may be incorporated or otherwise have a formal legal existence, the WCFLA is an informal collaboration and will not result in the formation of a new corporate entity.

2. Purpose. The Organizations anticipate that the WCFLA will:

Provide a forum for the Organizations to network and build relationships with other Organizations in the State of DE, MD, NJ PA, CHARLOTTE NC, Washington DC and any perspective state that is affiliated with the ACC POWR5 \_\_\_\_\_;

Allow the Organizations to share resources;

Provide the Organizations with opportunities to work together in planning and operating state-wide football events and programs (i.e. post season championship, preseason jamboree, Punt Pass & Kick, 7-on-7 tournament, flag tournament, etc.);

Collectively work toward improving ethics in youth football;

Address current participant health & safety issues within youth football;

Work to set a minimum standard of coaching education and competency across the State of \_\_ DE, MD, NJ, PA, CHARLOTTE NC, Washington DC and any perspective state that is affiliated with the ACC POWR5 \_\_\_\_\_;

Work towards finding common ground on youth football playing rules; and

Investigate the benefits of creating a buying group for items such as league insurance, etc.

3. Steering Committee. A Steering Committee will be formed for decision-making purposes, in addition to providing oversight and coordination for WCFLA events and programs. The Steering Committee will have the power to direct and determine the nature and extent of WCFLA events and programs. The Organizations agree that each Individual Organization will have the power to annually appoint **one (1) representative to the Steering Committee [In**

**states with very few organizations, each organization may get to appoint an equal number of committee members].** Each member of the Steering Committee will be entitled to one (1) vote on all matters.

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4. Fiscal Agent. For each event or program conducted through the WCFLA, the Steering Committee will select an Individual Organization to be responsible for holding, managing, and disbursing funds (the “Fiscal Agent”). Upon request, the Fiscal Agent will provide the Organizations with a detailed accounting of revenues and expenses in connection with the program or event. In exchange for its services, the Fiscal Agent will be given a **10% discount [or other incentive for serving as Fiscal Agent]** off the portion of costs attributable to it in connection with the program or event (as described in Section 5 below).

5. Sharing of Costs and Profits. Each Individual Organization agrees to **share equally [in some cases, certain organizations may provide services, while others provide financial support]** the responsibility for the costs of programs and events in which the Individual Organization chooses to participate through the WCFLA. Organizations that do not make their respective financial contributions towards a particular program or event will be precluded from participating or otherwise benefiting from the program or event. If any State Association program (WCFLA) or event results in surplus revenues, such revenues shall be distributed equally among the Organizations that contributed to the program or event.

6. Term. The term of this Memorandum (the “Term”) will be **[two (2) years]** from the Effective Date of this Memorandum.

- a. The Organizations may renew this Memorandum beyond the Term in a signed written instrument.
- b. The Organizations may terminate the agreement set forth in this Memorandum prior to the expiration of the Term upon a vote of **[seventy- five percent (75%)]** of the Steering Committee for any reason.

4. \_\_\_\_\_
- c. If the Organizations do not renew this Memorandum beyond the Term, or if the Organizations agree to discontinue the State Association (WCFLA) prior to the

expiration of the Term, any unused funds shall be transferred in equal parts to the Organizations that contributed such funds.

d. An Individual Organization may withdraw from the WCFLA prior to the expiration of the Term upon 30\_\_ days' prior written notice of such withdrawal to the other Organizations. Funds that the withdrawing Individual Organization has already contributed towards an upcoming event or program shall be **non-refundable**.

7. Mutual Indemnification. The Organizations will defend, indemnify, and hold harmless each other (including each other's officers, directors, employees, and agents) against any and all third party claims, expenses (including, but not limited

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to, reasonable attorneys' fees), and liabilities due to their respective acts or omissions in connection with the matters contemplated in this Memorandum. This mutual indemnity obligation will survive any expiration or termination of this Memorandum.

8. Separate Legal Entities. The Organizations are separate legal entities. Their working relationship, as described herein, does not reflect any merger, joint venture, partnership, or other legal combination among the Organizations. No Individual Organization has, nor shall it hold itself out as having, any right, power, or authority to create any contract or obligation, expressed or implied, on behalf of, in the name of, or binding on any of the other Organizations unless such other Organization(s) shall consent thereto in writing. In addition, employees, independent contractors, or agents of an Individual Organization shall not be considered to be employees, independent contractors, or agents of any of the other Organizations. [L] [SEP]

9. Governing Law. This Memorandum and the performance of the Organizations hereunder shall be construed and governed in accordance with the laws of the State of \_\_\_\_\_, and any action or proceeding arising out of, in connection with, or brought by reason of this Memorandum shall be governed by the laws of the State of \_\_\_\_\_ to the exclusion of the law of any other forum. IN WITNESS WHEREOF, the undersigned have executed this Memorandum as

of the Effective Date.

**[ORGANIZATION NAME]**

By \_\_\_\_\_ **[NAME]**

**[TITLE]**

**[ORGANIZATION NAME]**

By \_\_\_\_\_ **[NAME]**

**[TITLE] [ORGANIZATION NAME]**

By \_\_\_\_\_ **[NAME]**

**[TITLE]**

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**[ORGANIZATION NAME]**

By \_\_\_\_\_ **[NAME]**

**[TITLE] [ORGANIZATION NAME]**

By \_\_\_\_\_ **[NAME]**

**[TITLE]**

**[ORGANIZATION NAME]**

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]

[ORGANIZATION NAME]

By \_\_\_\_\_ [NAME]

[TITLE]