

INTEREST GROUP AGREEMENT

Amended June 15, 2015 – See Section (B)(7) below:

This Interest Group Agreement (the “Agreement”) is made by and between the **Central Cross Country Ski Association (“CXC”)** and the Wisconsin Nordic Ski League (“WNSL”). CXC is a Wisconsin nonstock corporation located in Madison, Wisconsin, qualified as exempt from federal taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). WNSL is a not-for-profit organization with purpose of:

A. To organize, develop, direct and control an interscholastic Nordic ski program that will promote the health and physical welfare of its participants.

B. To emphasize interscholastic Nordic skiing as an integral part of the educational process and to cultivate high ideals of good citizenship and sportsmanship.

RECITALS

In lieu of Project tax-exempt status from the IRS, CXC has agreed to accept WNSL as the Interest Group per CXC By-Laws. The Project will utilize its own staff or volunteers to operate its programs. The purpose of this Agreement is to set forth the terms and conditions under which WNSL will serve as a Interest Group.

AGREEMENT

Now, therefore, the parties agree as follows:

A. CXC agrees to receive the funds for the WNSL and to transfer those funds to the WNSL for WNSL’s purposes.

B. WNSL shall be an Interest Group of CXC, and CXC has the ultimate responsibility to ensure that the WNSL is operated consistent with CXC’s tax-exempt status. Authority to manage the WNSL may be delegated to the WNSL, but such authority is subject at all times to the control of CXC, consistent with the WNSL’s purposes. The WNSL agrees to operate in accordance with CXC policies and procedures, including without limitation the following:

1) All Project revenue will be received by CXC and managed as a separate account dedicated to the WNSL.

2) Upon request of the WNSL, CXC agrees to provide access to that account to WNSL selected person.

3) The WNSL agrees to provide detailed financial reports, at least semi-annually, to CXC that document revenue and expenditure of the funds. The WNSL also agrees to provide program reports in sufficient detail to confirm that the funds have been used consistent with the purposes described above.

Interest Group Agreement Between CXC and WNSL

4) The WNSL agrees that it will provide the required reporting to the funding sources on a timely basis.

5) The WNSL shall publicly identify the Interest Group of CXC.

6) During the term of the Agreement, all Project records, files, claims, rights, and other property related to the WNSL, including without limitation intellectual property, are the property of CXC; provided, however, that all such property shall become the property of the WNSL when the Project receives recognition from the IRS as a 501(c)(3) organization.

7) WNSL member teams and individual athletes as defined in Article III, Sec. 2, of the WNSL Bylaws as revised 11/10/2012 ("Individual WNSL Members") shall be considered independent entities not governed by this Agreement. All records, files, claims, rights, and other property related to the Individual WNSL Members, including without limitation intellectual property, remain the property of the Individual WNSL Members. This Agreement between CXC and WNSL shall create no rights, obligations, or liabilities between CXC and the Individual WNSL Members.

C. This Agreement is effective upon execution and shall continue in effect for the term of the WNSL or when terminated pursuant to Section D, subject to the following:

If, upon review of the Project's financial and program reports, CXC determines that the WNSL has not complied with the terms of this Agreement, CXC may require the WNSL to take all actions necessary to bring it into compliance with this Agreement. If the WNSL fails to take the necessary action and CXC believes that its tax-exempt status is jeopardized, CXC may terminate this Agreement.

D. This Agreement shall terminate when terminated by either party, whichever occurs first. Upon termination, the Project agrees to submit a final report, consistent with the requirements of Section B.3.

E. This Agreement may only be amended by written agreement of both parties.

Executed by the parties below to be effective as of _____, 2012:

[ORG]

By: _____

By: _____

Dated: _____

Dated: _____