This sample agreement document is provided for information purposes only. Upon successful completion of the approval process, the LCMS will generate a binding agreement document for signature. Additional terms and/or conditions may be required.

SAMPLE AGREEMENT
THE LUTHERAN CHURCH—MISSOURI SYNOD
RECOGNIZED SERVICE ORGANIZATION

THIS AGREEMENT (the "Agreement"), dated as of the date set forth on the signature page hereto (the last page), by and between The Lutheran Church—Missouri Synod, a Missouri nonprofit corporation ("LCMS"), as set forth on the signature page hereto and the recognized service organization executing this Agreement set forth on the signature page hereto (the "RSO"),

WITNESSETH:

WHEREAS, LCMS Bylaw 6.2 and LCMS Board of Directors' Policy 5.9 provide for the granting of recognized service organization status by LCMS and provide certain criteria relative to such entities (the "LCMS Rules"); and

WHEREAS, LCMS and RSO desire that RSO be designated as a recognized service organization of LCMS consistent with the LCMS Rules;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1. Recognized Service Organization. LCMS hereby designates RSO as a recognized service organization of the LCMS on the terms set forth herein. RSO hereby accepts the designation as a recognized service organization of LCMS on the terms set forth herein. RSO hereby agrees to comply with and abide by the LCMS rules relative to recognized service organizations as such now exist and as they may be hereafter amended by LCMS.

RSO agrees (a) to foster the mission and ministry of the Synod, (b) to engage in program activity in harmony with the programs of the boards of the Synod and (c) not to act contrary to the doctrine and practice of the Synod as outlined in the LCMS Constitution and Bylaws, the LCMS Board of Directors' policies and the LCMS convention resolutions that apply to recognized service organizations.

RSO agrees that its board of directors (or similar governing body) will include members of, or representatives of congregations that are members of, the Synod at an appropriate level determined by LCMS, the board or the agency set forth on the signature page hereto.

Section 2. RSO and LCMS. LCMS is granting RSO status as a recognized service organization of LCMS, as is set forth herein. RSO agrees to comply with any and all policies and criteria of LCMS. LCMS reserves the right to change its policies and criteria for granting recognized service organizations at any time in its sole discretion and to require RSO to provide evidence of compliance with any of such policies and criteria.

Section 3. RSO a Separate Entity; No Financial Liability to LCMS. RSO agrees that it is a separate legal entity from LCMS and that LCMS shall have no financial responsibility with respect to RSO. RSO further agrees as follows:

(a) that it will not hold itself as an agent of, having authority to act on behalf of, or legally bind the LCMS in any way, or make any representations that it is a part of LCMS or its agencies or that the RSO is an agency, division, subsidiary or affiliate of LCMS;

(b) LCMS has no responsibility for the finances or financial obligations of RSO;

(c) LCMS does not endorse the fiscal solvency of the RSO nor its services or programs and does not express or imply responsibility by the LCMS for the debts or other financial obligations of the RSO;

SAMPLE

(d) RSO will include the following provision in its governing documents:

> Recognition by the Synod (i) is not an endorsement of the fiscal solvency of (name of RSO), nor of services or programs offered by (name of RSO), (ii) does not express or imply endorsement of the fiscal solvency of (name of RSO), or Synod responsibility for the debts or other financial obligations of (name of RSO), and (iii) does not cause the Synod or its districts or congregations to incur or be subject to the liabilities or debts of (name of RSO) or its subsidiaries and/or affiliates.

(e) RSO will include a disclaimer of financial responsibility for the obligations of RSO in all agreements or other documents creating indebtedness of RSO (such as promissory notes, bond issues or other financing agreements) in excess of 10 percent in value of the assets of RSO as evidenced by its most recently prepared financial statement. Such disclaimer shall read as follows:

> It is agreed and acknowledged that the recognized service organization status conferred upon (name of RSO) by The Lutheran Church—Missouri Synod is not an endorsement by the Synod of the fiscal solvency of (name of RSO) or of the services or programs offered by (name of RSO). By recognizing (name of RSO) as a recognized service organization, the Synod does not undertake any obligation to repay or guarantee (name of RSO)'s debts or other financial obligations.

(f) RSO shall defend, indemnify and hold harmless LCMS, its districts, integral components, boards and agencies, together with the officers, directors and employees of each from any and all liability, loss, damage or costs, including attorneys' fees, they, or any of them, may suffer as a result of claims, demands, actions, costs or judgments arising against any of them in any way relating to RSO or arising by reason of the recognition of RSO as a recognized service organization hereunder, including, without limitation, claims asserting that RSO is controlled or endorsed by LCMS or that LCMS negligently granted or maintained the recognized service organization status of RSO or failed to properly monitor the actions and undertakings of RSO.

Section 4. RSO Operations and Corporate Documents. It is agreed that RSO shall operate under its own governance and policies with freedom and self-determination as a ministry organization independent of the LCMS. RSO will establish and evaluate its own objectives, activities, programs, organization, administration and financial matters.

RSO also represents, warrants and agrees as follows:

(a) **Employer.** RSO is the employer of all RSO employees and the operator of all real or personal properties occupied or used by it;

(b) **501(c)(3) Organization.** RSO is presently an organization qualifying under Section 501(c)(3) of the Internal Revenue Code and that it will maintain its exemption thereunder;

(c) **Financial Information.** RSO will provide LCMS with operational or financial information involving the RSO as reasonably requested by LCMS at any time;

(d) **Background Checks.** RSO will conduct screening and background checks, at RSO's expense, on its employees and volunteers who work with minors, and LCMS further encourages RSO to adopt policies to protect children and to train all employees and volunteers to comply with such policies;

(e) **Compliance with Laws.** RSO will comply with all applicable laws, rules and regulations, including, but not limited to complying with all rules and requirements relating to receiving government funding for social services;

(f) **Insurance.** RSO will also maintain liability and other insurance customary for an entity engaged in the operations of the type of RSO;

(g) **Trade Names, Trademarks and Copyrighted Material.** RSO agrees that it will obtain the written consent of the LCMS communications department prior to any use by it of any trade name, trademark or copyrighted material owned by LCMS. The decision as to whether or not to permit usage by RSO, and the terms and documentation of any such usage, are entirely in the discretion of LCMS. To the extent RSO obtains the written consent and approval from the LCMS communications department, RSO agrees it will abide by all

SAMPLE

terms and conditions set forth by LCMS, including but not limited to: (i) the terms and conditions published on the LCMS website, as amended from time to time, regarding usage of the LCMS logo cross and other trademarks; and (ii) the terms, conditions and guidelines set forth in the Graphic Standards Manual, as amended by LCMS from time to time.

(h) **Compliance.** RSO will provide evidence of compliance with this Agreement reasonably requested by LCMS at any time;

(i) **Dissolution.** The articles of incorporation (or similar governing document) of the RSO will provide that in the event of a dissolution of the RSO its remaining assets will be distributed to another nonprofit organization exempt under Section 501(c)(3) of the Internal Revenue Code; and

(j) **Governing Documents**. RSO shall provide proposed changes in its governing documents on the following topics to LCMS prior to adoption so that LCMS may determine whether there is any impact on the status of RSO: membership, nonprofit status, purpose, dissolution, board election, board membership criteria, or any other topic that could relate to the criteria for status hereunder.

Section 5. Effectiveness; Termination. This Agreement shall be effective with the execution hereof by the parties hereto and shall remain in full force and effect for a period of five (5) years after the date hereof unless terminated earlier as set forth in this Section. Either party hereto may, with or without cause, terminate this Agreement and all rights hereunder upon 60 days written notice to the other party hereto. Upon the effective date of the termination of status hereunder, RSO shall cease representing itself as a recognized service organization of LCMS, including the use of any written, electronic, or other communications or written material and shall, upon request of LCMS, execute documents to evidence such termination and return any materials in possession of the RSO reflecting status as a recognized service organization.

Section 6. Amendments; Laws. This Agreement may be amended from time to time by the parties hereto in writing. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 7. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Agreement to be made, given or furnished to or filed with the following persons, if the same shall be delivered by prepaid overnight delivery service, or mailed by first class mail, postage prepaid, or transmitted by confirmed telecopy, at the addresses or telecopy numbers listed on the signature page hereto. All notices given as aforesaid shall be deemed given on the day on which the same are hand delivered or sent by telecopy, on the second day following the date on which the same have been mailed or on the day following the day on which the same are sent by overnight delivery service. Any party may from time to time designate, by notice given hereunder to the others or such parties, such other address or telecopy number to which subsequent notices, certificates or other communications shall be sent.

Section 8. Execution. The parties hereto have executed this Agreement on the signature page attached hereto.

[Remainder of Page Intentionally Left Blank]

SAMPLE

SIGNATURE PAGE

RECOGNIZED SERVICE ORGANIZATION AGREEMENT
THE LUTHERAN CHURCH—MISSOURI SYNOD

Office of the Secretary
1333 S. Kirkwood Road
St. Louis, MO 63122-7295
Phone: 800-248-1930
Fax: 314-996-1119

RSO: _____

Address: _____

_____

Phone: _____

Fax: _____

SAMPLE

EXECUTION

LCMS Board or Agency:	**Recognized Service Organization:**
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____