



## **Intent to Participate in Indiana Agriculture-Climate Alliance as a Founding Member**

This non-binding letter of intent is entered into between the Indiana Agriculture-Climate Alliance ("**IN-Climate**") and company identified below as a founding member ("**Founder**"). Alliance and Founder agree on the following:

1. **Purpose.** Indiana agriculture seeks a clear voice or forum for discussing issues surrounding climate change. IN-Climate seeks to create an organized forum for Indiana stakeholders to engage in climate change discussions, creating deliverables for internal and external communications and to create a unified voice for setting policy objectives.
2. **IN-Climate Objectives.** Beginning in June 2021, IN-Climate shall have diligently work to achieve four objectives: (1) **Research** end user opinions on climate topics; (2) **Distribute** data points to our founders and members; (3) **Collaborate** with peer organizations to find a common language on climate; and (4) **Educate** founders, members and other stakeholders on climate topics and practices through resources and events.
3. **Entity Formation.** IN-Climate is currently a registered business name owned by Elevate Ag, LLC, an Indiana limited liability company. Depending on the direction and interest of the founders, IN-Climate may reorganize to become a separate, stand-alone organization to further its purpose and mission.
4. **Founder Commitment.** As a founding member of IN-Climate, Founder will agree to:
  - Make a two-year (2) membership commitment in IN-Climate
  - Provide a representative to fill one (1) seat on the IN-Climate advisory board during their membership
  - Participate in regular founder-only advisory calls/meetings to give direction to the organization
  - Contributions of resources and information to IN-Climate activities
  - Attend, speak (if desired), and participate in all IN-Climate public-facing events
  - Contribute data and research to IN-Climate surveys and polling
  - Make an annual contribution of \$25,000 to IN-Climate, beginning with your formal commitment and renewed on June 1, 2022.
5. **Deliverables.** IN-Climate anticipates generating data from surveys, polling and end-user interviews. Data shall be used by IN-Climate to generate summary reports. Founders shall have access to all IN-Climate reports and underlying data.



6. **Additional Agreements.** IN-Climate may create additional documents to memorialize the relationship between Founder and IN-Climate, such as organizational documents, membership or participation agreements, and other documents necessary to fulfill IN-Climate's purpose. Any additional documents will be created with input and direction from the Founders and other stakeholders.
7. **Governing Law.** This letter of intent shall be governed by Indiana law. All actions of IN-Climate shall comply with Indiana law.
8. **Next Steps.** This letter does not constitute a legally binding agreement between Founder and IN-Climate. You have until June 30, 2021 to determine whether you want to commit to participate as a founding member of IN-Climate, at which time a formal membership agreement will be provided according to the terms of this letter. By signing below, IN-Climate will reserve your organization's seat as a founding member until June 30, 2021. The number of founding member spots is limited.

**Hold my spot.** Founder is interested in participating in IN-Climate and requests that IN-Climate reserve a founding member board seat for the company identified below. Founder will notify IN-Climate of its formal intent to participate (or not participate) prior to June 30, 2021.

\_\_\_\_\_ (Signed)

\_\_\_\_\_ (Printed)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Date)