



**EUROPEAN
PRIDE** ORGANISERS
ASSOCIATION

InterPride, Inc. (IP) & European Pride Organisers Association aisbl (EPOA) Reciprocal Membership Agreement

1. Purpose

1.1 The Purpose of this agreement is to provide clarity of purpose, roles and responsibilities between the parties. This extends, but is not limited to, goals, vision, and member relations.

1.2 Both parties recognise and value the independence of the other. Both organisations are free to operate however they wish outside of the terms of this agreement.

1.3 Neither party can obligate the other to undertake any activity or duty not explicitly stated within this agreement.

2. Term of agreement

2.1 This agreement takes effect on the date signed by the parties below and expires on 31 December 2025. As Pride Platform Board positions are tied to this contract, the parties agree, for the term of the Board positions, to negotiate renewal contracts in good faith. Should the parties agree to renew the contract, the renewal contract must be signed by November 30, 2025.



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3. Goals

3.1 The primary objective of the parties is to support Pride organisers worldwide. In the case of EPOA the geographic scope is Europe and in the case of InterPride the geographic scope is global.

3.1.1 The definition of Europe used by EPOA at the time of signing this agreement comprises every member state of the Council of Europe and Russia and Belarus. Should a nation withdraw from the Council of Europe, EPOA will determine if that nation continues to fall within its scope.

3.2 In furtherance of this goal, EPOA offers to Pride organisations in Europe the opportunity to join both EPOA and InterPride at the same time through one membership application.

3.3 From time to time parties may, jointly or individually, offer products or services to Pride organisations that either or both parties believe may benefit such organisations.

4. Rationale

4.1 To provide Pride organisations in Europe an opportunity to engage with Pride organisers around the world, offer support as suitable, and share knowledge.

4.2 To provide Pride organisations across the globe an opportunity to engage with Pride organisers in Europe and to better understand European realities.

4.3 To make it easier for Pride organisations in Europe to register for membership in both organisations with one application. Members submit only one application and pay one membership fee instead of two.



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- 4.4 To grow and strengthen the membership of both InterPride and EPOA.
- 4.5 To enhance collaboration between InterPride and EPOA in the best interests of Pride member organisations.
- 4.6 To streamline member outreach efforts in both organisations.

5. Membership

5.1 EPOA membership is open to all Pride organisations in Europe that meet the criteria of a Pride organisation according to EPOA's bylaws. An organisation wishing to join completes an electronic membership application form on the EPOA website and the application is then processed by the EPOA board.

5.2 It is regarded as standard that an eligible Pride organisation joining EPOA will also join InterPride at the membership level determined by InterPride's bylaws and policies. The membership application form gives the organisation the option to opt out of InterPride membership.

5.3 Whilst InterPride will encourage organisations in Europe to apply for membership via EPOA, should an eligible Pride organisation in Europe apply directly to join InterPride, it is regarded as standard that the organisation will join EPOA. The membership application form gives the organisation the option to opt out of EPOA membership.

5.4 EPOA's membership fees are set by the EPOA AGM. The current membership fees for both parties, lasting at least for the duration of this agreement, are set out below. The parties agree to the Euro / US Dollar (\$) equivalent binding for the duration of this agreement.



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<u>Organisational turnover €</u>	<u>Annual fee €</u>	<u>Annual fee \$</u>
0-50,000	50	50
50,001-75,000	100	100
75,001-100,000	200	200
100,001-200,000	400	400
200,001-400,000	800	800
400,001-999,999	1,200	1,200
1,000,000 or above	1,500	1,500

5.4.1 EPOA will review its membership fees at its Annual General Meeting in 2025. Any increase would take effect from 1 January 2026 which would be under a renewed or new agreement under §2.2 above.

5.5 Either party may at the sole discretion of its Board agree to a partial or full waiver of the membership fee for a Pride in financial hardship or for reasons of solidarity. The other party agrees to honour this waiver.

5.6 Members that join via EPOA will have their annual membership invoice administered by EPOA. Membership renewal invoices are issued by EPOA in March of each year. New members are invoiced at the time of application.

5.7 The membership year in both organisations runs from 1 January to 31 December. Each party may choose to offer discounts for early payment of membership fees but this has no impact and imposes no obligation on the other party.

5.8 EPOA will remit to InterPride 50% of membership fees (after the Solidarity Fund element has been deducted, therefore 37.5% of the fee paid) collected on a quarterly basis within 30 days of the end of the quarter (31 March, 30 June, 30 September and 31 December), along with a full membership list, including indications as to which members' payments are being remitted in the quarter. Any EPOA membership fees collected by InterPride from members who applied directly to them



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will be deducted from the quarterly payment due from EPOA. By the 5th of each month, EPOA and InterPride will exchange a list of all new and renewing members for the previous month via the form in Appendix A hereafter.

5.8.1 EPOA will only remit membership fees for members that opt in to membership of InterPride. InterPride will not make any payment to EPOA for members who opt out of EPOA membership.

5.8.2 Once remitted, membership fees are not refundable.

5.8.3 InterPride membership levels/types will be determined by InterPride's Bylaws, except that members that are not registered with InterPride at least 60 days prior to the first plenary of InterPride's General Meeting & World Conference shall not be permitted to vote at that General Meeting & World Conference.

5.9 Both parties use the same membership database system (known as Wild Apricot) though on different contracts and using different accounts. For as long as both parties continue to use the same platform, EPOA agrees to provide InterPride with read-only access to the VPMS or if necessary another designated representative of InterPride for the purposes of membership administration.

5.10 Should either party cease to use the same platform, monthly reports in spreadsheet format will be provided by each party to the other. A GDPR-compliant data sharing policy must be developed by both parties.

6. Active participation and good faith

6.1 EPOA commits itself to actively encouraging Pride organizers in Europe to engage with InterPride's work and serve in committees, working groups, and on the Board. Delegates of EPOA and InterPride will strive to attend each other's major



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events (Annual General Meetings, WorldPride, EuroPride etc.). Both EPOA and IP commit to a relationship based on respect, good faith, and non-disparagement of each other. EPOA is responsible for ensuring members are aware of InterPride's Code of Ethics and Conduct (Standing Rule 08.04), the current version of which can be found on the InterPride website. Both EPOA and IP agree to contribute to each others' annual reports.

6.2 EPOA will make new members aware in the new members' welcome pack of its own bylaws and constitution, and the InterPride Code of Ethics and Conduct. Each party is solely responsible for managing and enforcing its own rules and codes without obligation to the other.

6.3 The Board of EPOA will appoint a representative of a full member organisation to represent EPOA and its members on the InterPride Board. That representative will be subject to the same regulations as all other InterPride Board members and the fulfillment of their duties will place no financial obligation on EPOA.

6.4 The parties grant to each other the right to use the other's logo, trademarks and name in furtherance of the purpose and goals of this agreement. Each party will seek approval from each other's communications lead for each specific use of the other's logo and trade marks before use.

6.5 During the Term, each party hereby grants to the other the non-exclusive right to use trade names, logos, emblems or insignia (collectively, the "Licensed Logos") solely in connection with the customary promotion of the membership organization and its activities and subject to compliance with the provisions of this section. Each party represents and warrants that it has the full legal power and authority to extend the rights granted to the other under this Agreement with respect to the Licensed Logos. Both parties agree that all ownership rights in the Licensed Logos will remain with such party and that neither party will claim any right, title, or interest in and to the Licensed Logos, except the limited right to use pursuant to this Agreement, and that neither party will apply for nor obtain any state or federal service mark or trademark registration, or any foreign service mark or trademark registration, covering or



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including the Licensed Logos. Neither party will take action inconsistent with nor damaging to the other party's trademarks, names, designs, emblems, slogans, logos or insignia or the goodwill associated therewith. Any right to use the Licensed Logos under this Agreement shall terminate upon termination of this Agreement.

7. Limitation of liability and territory

7.1 In the absence of willful misfeasance, bad faith or gross negligence, neither party shall be liable to the other for any amount exceeding the total fees that would be due under this agreement.

7.2 In the case of dispute, both parties agree to enter into mediation to attempt to resolve the issue. Both parties agree that their own Annual General Meeting or Extraordinary General Meeting is the highest internal authority to which matters can be referred.

7.3 In the event of a dispute brought by InterPride the dispute shall be resolved in the courts of Belgium. In the event of a dispute brought by EPOA the dispute shall be resolved in the courts of New York in the United States of America. Regardless of the location proceedings will take place in English.



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8. Signatures

DocuSigned by:

E5EE5AF27A974E0...

Lenny Emson 23-Apr-2024 | 00:35:27 BST

President

European Pride Organisers Association

lenny.emson@europride.info

DocuSigned by:

5F782E74D628445...

Hadi Damien 21-Apr-2024 | 20:16:40 BST

Co-President

InterPride

hadi.damien@interpride.org

DocuSigned by:

8DBC731EAB5A413...

Natalie Thompson 25-Apr-2024 | 16:09:20 BST

Co-President

InterPride

natalie.thompson@interpride.org

DocuSigned by:

0E12F9B142FC4D2...

Rahul Upadhyay 24-Apr-2024 | 07:56:14 BST

Co-President

InterPride

rahul.upadhyay@interpride.org

Emailed together at <copresidents@interpride.org>



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Appendix A: Membership Report

Membership Reports shall include but are not limited to the following data for each member:

The EPOA Membership Coordinator will update member information in Wild Apricot as required.

Fee paid

Date fee paid

Reason if a waiver has been granted (if applicable)

Name of primary Pride event that should be listed in public documents

Date of primary event (in the current membership year)

Attendance at the event last year

Name of the location where the event takes place

Primary Contact (not for public distribution)

First Name

Last Name

Applicant Email

Telephone Number

Second Contact at Organization (not for public distribution)

First Name

Second Name

Email

Telephone Number

Membership type/level

Amount Paid to EPOA (in Euro)

Organization name

Organization email

Organization website URL

Organization social media links

Organization telephone number

Organization mailing address (street number, street, city, province/territory, postal code)



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Appendix B: InterPride's Code of Ethics and Conduct

Standing Rule 08.04 – Code of Ethics and Conduct

Purpose

InterPride seeks to maintain a professional and ethical environment. It is imperative that Global Advisory Council members (GAC), Members, Individuals, Partners, Sponsors, Stakeholders, Staff and Contractors, Consultants, and Officers conduct themselves in a professional manner, strive to avoid conflicts of interest/personal advantage, protect our reputation and integrity, and to operate the organization/their duties in an open and transparent manner, with accountability and integrity. By adhering to a Code of Ethics and Conduct, all parties base their conduct on the core values (Values Statement) and principles of the mission statement of InterPride.

The Code of Ethics and Conduct includes, but is not limited to, the mission of the organization, its system of governance, compliance with laws and regulations, responsible stewardship of funds and donations, open disclosure of information, regular review of programs for effectiveness, and integrity in operation, sponsorship, partnership, and fundraising methods and opportunities.

Section 1 – Code of Ethics and Conduct Expectations

We hold true:

- Respect for the communities we work with and serve.
- Integrity in our actions.
- Responsibility for our decisions and their consequences.

We are committed to:

- Acting honestly, truthfully, and with integrity in all our transactions and dealings
- Avoiding conflicts of interest
- Appropriately handling actual or apparent conflicts of interest
- Treating our Solidarity and Scholarship grantees fairly
- Treating every individual with dignity and respect
- Treating our Board members and Staff with fairness, good faith, and provide conditions that safeguard their rights and welfare
- Acting responsibly toward the communities in which we work and for the benefit of the communities that we serve
- Being responsible, transparent, and accountable for all of our actions; and
- Improving accountability, transparency, ethical conduct, and effectiveness.

Section 2 – Code of Ethics and Conduct Guidelines



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- A. **ACTIONS** – All parties are expected to act in a manner that will reflect a positive image for the Organization, fulfill their duties under the Bylaws, and other policies and procedures that may be adopted, from time to time, by the Membership, the Board of Directors, or the Officers; and work to further the Organization’s mission, vision, and goals.
- B. **INTENTIONS** – No parties shall knowingly or willfully violate the Articles of Incorporation, Bylaws, and other policies and procedures that may be adopted, from time to time, by the Membership, the Board, or the Officers.
- C. **CONFLICTS OF INTEREST** – Any parties that find themselves a party to a conflict of interest or the appearance thereof, with regards to any matter before the Board or Officers, shall immediately and fully disclose the nature of the conflict of interest or appearance thereof to the appropriate body and recuse themselves from attempting to influence the outcome and/or voting on such a matter. This also applies to all candidates for GAC and Officer positions.
- D. **INFLUENCE** – No parties shall use their membership, position, title, or association with the Organization to secure special privileges or exemptions for themselves personally with third parties/other organizations.
- E. **COMPENSATION** – No parties shall directly or indirectly receive or agree to receive any compensation, gift, reward, or gratuity valued at over fifty (\$50) USD from any source for any matter connected with or related to their duties. This provision shall not apply in the following circumstances:
1. Regarding reimbursement or other monies from the Organization related to the exercise of a GAC or Officer’s duties, as defined by the Bylaws and other policies and procedures that may be adopted, from time to time, by the Membership, the Board of Directors, or the Officers; and
 2. Regarding items provided to all attendees of a conference or other event related to the exercise of a GAC or Officer’s duties, as defined by the Bylaws and other policies and procedures that may be adopted, from time to time, by the Membership, the Board of Directors, or the Officers.
- F. **COMMITMENT** – No parties shall directly or indirectly promise or agree to commit any expense for another member, delegate, scholarship awardee, or a vendor on behalf of the Organization.
- G. **EXPECTATIONS** – All parties are expected to uphold the Organization’s Equal Opportunity and Respect policy (*Standing Rule 03.03, Section 1*) as it applies to the execution of their duties and responsibilities. Furthermore, they are expected to treat all Member representatives, their fellow GACs, Members, Officers, Individuals, Staff/Contractors/consultants; Partners and Sponsors; and the general public, in a respectful manner at all times; and working to foster an open and welcoming environment during meetings, events, and other functions of the Organization.



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Section 3 – Violations

Alleged and verifiable violations of this policy shall be dealt with through the Organization's Resolution Process outlined in the standing rules.