

# The Dokotoro Project

## Partnership Agreement

This Partnership Agreement is entered into and effective as of August 22<sup>nd</sup>, 2012, by: Michelle Chan, Matthew Heberger, Anh Ly, and Marlow Schindler, the partners.

### 1. NAME

The name of the partnership shall be **The Dokotoro Project**.

### 2. TERM OF THE PARTNERSHIP

#### **Lasts Until Set Event**

The partnership shall continue until the completion of distribution of the published books, at which time it shall be dissolved and its affairs wound up.

### 3. PURPOSE OF THE PARTNERSHIP

The purpose of the partnership is translating the book *Where There is No Doctor: A village health care handbook* into Bambara. The project includes translation, review and field-testing, printing (5,000 copies), storage and initial distribution of the book.

### 4. CONTRIBUTIONS

#### **a. Contributions**

The Dokotoro Project is run by a volunteer steering committee as a non-profit endeavor. None of the partners will provide initial capital for the partnership. The partnership will receive and redistribute charitably donated funds according to the terms of the Fiscal Sponsorship Grant Agreement with African Sky.

Each partner shall own an equal share of the business. Contributions by the partners will be made in the form of donated time and expertise.

#### **b. Payment of Interest on Contributed Capital**

##### **No Interest Paid**

No partner shall be entitled to receive any interest on any capital contribution.

#### **c. Contributions of Intellectual Property**

**Intellectual Property—Open Copyright.** The Dokotoro Project, the owner of the Bambara translation of *Where There Is No Doctor*, hereby agrees to respect Hesperian Health Guide's copyright policy as stated on their website on August 15, 2012:

Hesperian will grant permission to translate or adapt materials for publication without charging fees or royalties under the following conditions:

- that your edition is distributed at no cost or for production cost only, that is, not-for-profit;
- that you allow others to reproduce/ adapt your edition with no fees, royalties, etc. so long as they too do so at no cost or for production cost only, that is, not-for-profit;
- that you include full contact information for Hesperian on the copyright page of your edition;
- that you send us copies of the finished book (2 for our library, one for each author);
- that you provide us with an Adobe PDF file and/or layout files of your edition and work with us so that we can host it on our website as a part of our new digital initiative;
- that you send us your contact information so we can post it on our website and provide it to people who want to find your edition;
- that you contact and stay in touch with Hesperian so we can learn about your project and make sure you are using the most up-to-date materials. We will also send you corrections, updates, etc. as they are generated for future editions or reprints of your book.

**d. Contributions of Service**

No one shall make cash or property contribution at the commencement of the partnership. All partners shall donate time and energies to the partnership for the duration of the partnership.

**e. Failure to Make Initial Contribution**

**Partnership Continues for Partners Who Have Made Contributions, and No Additional Contribution Required.** If any partner fails to contribute his or her services to the partnership as required by this Agreement, the partnership shall not dissolve or terminate, but it shall continue as a partnership of only the partners who

have made their contributions as required and without any partner who has failed to do so.

## 5. PROFITS AND LOSSES

### a. Distribution of Profits and Losses

**Equal Shares.** The partners will not share any profits resulting from the project. If fundraising exceeds project costs, monies will be returned to African Sky to further their charitable mission in Mali. All losses of the partnership shall be shared equally.

### b. Draws to Partners

#### **Draws Prohibited**

No partner shall be entitled to any draw against partnership profits. Distributions shall be made only as provided in this Agreement, or upon subsequent unanimous written agreement of the partners.

### c. Salaries

**No Salaries to Partners.** No partner will be paid any salary, except those that may in the future be decided on by unanimous written consent of all partners.

## 6. MANAGEMENT POWERS AND DUTIES

### a. Work Contribution

#### **Skills Contributed**

Each partner named below shall participate in the business by working in the manner described:

Partner	Type of Work
Michelle Chan	Project Coordination, Fundraising
Matthew Heberger	Oversee Translation, Website
Any Ly	Fundraising, French Translation
Marlow Schindler	Treasurer, Layout and Design

### **All Partners Work in Business**

All partners shall be actively involved and materially participate in the management and operation of the partnership business.

### **b. Decisions**

#### **Major/Minor Decisions**

All major decisions of the partnership business must be made by a unanimous decision of all partners. Minor business decisions may be made by an individual partner. Major decisions are defined as: decisions with a direct impact on the course of the project as a whole.

### **c. Financial Matters**

#### **Periodic Accountings**

Accountings of expenditures shall be made every calendar year in December.

#### **Prohibition Against Commingling**

All partnership funds shall be deposited only in bank accounts bearing the partnership name.

#### **Meetings**

For the purpose of discussing matters of general interest to the partnership, together with the conduct of its business, partners shall meet on the third Wednesday of every month or at such other times agreed upon by the majority of the partners.

#### **Maintenance of Records**

Proper and complete books of account of the partnership business shall be kept at the partnership's principal place of business and shall be open to inspection by any of the partners.

### **d. Outside Business Activities**

#### **Permitted**

It is understood and agreed that each partner may engage in other businesses, including enterprises in competition with the partnership. The partners need not offer

any business opportunities to the partnership, but may take advantage of those opportunities for their own accounts or for the accounts of other partnerships or enterprises with which they are associated. Neither the partnership nor any other partner shall have any right to any income or profit derived by a partner from any enterprise or opportunity permitted by this section.

## **7. AMENDMENTS AND NEW PARTNERS**

### **a. Amendments**

#### **As Specified**

This Agreement may be amended by a majority vote by the partners.

### **b. Admission of New Partner(s)**

**Addition by Less Than All Partners.** A new partner may be admitted to the partnership with the oral approval of a majority of the partners.

### **c. No Dissolution of the Partnership When a New Partner Joins.** Admission of a new partner shall not cause dissolution of the underlying partnership business, which will be continued by the new partnership entity.

### **d. Requiring Advance Notice of Withdrawal**

Unless physically prevented from giving notice, a partner shall give electronic written advance notice of his or her intention to leave the partnership.

### **e. Expulsion of a Partner**

A partner may be expelled from the partnership by a unanimous vote of the remaining partners.

Expulsion shall become effective when written notice of expulsion is served on the expelled partner.

## **8. GENERAL PROVISIONS**

### **State Law**

The partners have formed this general partnership under the laws of the State of California, intending to be legally bound thereby.

**Attached Papers Incorporated**

Any attached sheet or document shall be regarded as fully contained in this Partnership Agreement.

**Agreement Is All-Inclusive**


This Agreement contains the entire understanding of the partners regarding their rights and duties in the partnership. Any alleged oral representations of modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all partners.

**Binding on All Successors and Inheritors**

This Agreement shall be binding on and for the benefit of the respective successors, inheritors, assigns, and personal representatives of the partners, except to the extent of any contrary provision in the Agreement.

**Severability**

If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Signature: 

Dated: Aug 22, 2012

Signature: Matthew Hly

Dated: Aug 22, 2012

Signature: Chris Z

Dated: Aug 22, 2012

Signature: Marlow J

Dated: Aug 22, 2012