



Date: \_\_\_\_\_

Atlas Service Corps  
112 Bent Lane  
Newark, DE 19711

and

XYZNGO

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\_\_\_\_\_  
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This letter is intended to set forth a letter of intent by Atlas Service Corps, Inc. ("Atlas Corps") and XYZNGO ("XYZNGO"). This is not a binding, legal document, but rather an outline of a proposed partnership that each side intends to become a party to.

**1. Overall Structure.** Our goal is to establish a partnership where Atlas Corps recruits a rising leader from the developing world (starting with India and Colombia) to participate in a one-year fellowship at XYZNGO. Atlas Corps will recruit possible candidates and allow XYZNGO to make the final choice from a pool of 2 or 3 possible Fellows. Atlas Corps will then work with the Fellow to help them get a "J" visa, provide them one-month of advance training and then place them at XYZNGO September 1, 2007. XYZNGO agrees to provide Atlas Corps with a \$16,000 cost-share for this Fellow, paid quarterly over the course of the year. XYZNGO will also provide a workspace (computer, desk, and phone), daily supervision and professional development opportunities for the Fellow. XYZNGO agrees to value the contributions of the Fellow and the two-way learning of this Fellowship.

**2. Generating Support.** XYZNGO and Atlas Corps may use this "Partnership Intent Letter" as it reaches out to possible supporters. Both XYZNGO and Atlas Corps will try to generate the necessary funds for the partnership to take place. Neither XYZNGO nor Atlas Corps will represent this Letter of Intention as a formal commitment to host or place a Fellow, but simply as a sincere desire for a partnership to take place and a serious commitment to try to make it happen. This document and the intent for partnership will not be confidential. In addition to conversations with donors, organizations who are intending to partner may be represented as "Potential Host Organizations" on the Atlas Service Corps website.

3. **Preparation.** As early as November 1 and no later than January 1, XYZNGO will provide Atlas Corps with a work plan for the Fellow as well as a profile for its ideal candidate with such characteristics as country of origin (India or Colombia), professional background, area of expertise, etc. When XYZNGO and Atlas Corps agree on the terms of the agreement, XYZNGO will sign a Memorandum of Understanding and provide a \$500 deposit towards the Fellow by January 1, 2007.

4. **Entirety.** This letter constitutes the entire understanding and agreement between the parties and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter and its exhibit hereto may be amended only by written agreement, signed by the parties to be bound by the amendment.

5. **Construction.** This letter shall be constructed according to its fair meaning and not strictly for or against either party. This letter does not, and is not intended to, impose any binding obligations on the parties.

Atlas Service Corps looks forward to a fruitful partnership with XYZNGO to increase capacity of the organization, to provide a meaningful management development opportunity to the Fellow, and to build bridges in the international citizen sector to further global cooperation on important social issues. You may always contact Scott Beale at 202-669-4497 or [scott@atlascorps.org](mailto:scott@atlascorps.org) with questions, comments or help to advance the partnership.

Sincerely,

Atlas Service Corps

By: Scott Beale

Title President, Atlas Service Corps

Date: \_\_\_\_\_

Accepted and Agreed:

XYZNGO

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_