



FACSIMILE COVER PAGE

To : JAMES FENNERTY
Sent : 10/29/02 at 3:26:58 PM
Subject :

From : Rafeeq
Pages : 6 (including Cover)

FROM AMS / IAP

**American Muslim Society (AMS)/ Islamic Association For Palestine (IAP)
&
Holy Land Foundation For Relief and Development (HLF)**

“Annual Ramadan Fundraising Program Agreement”

This Annual Ramadan Fundraising Program Agreement ("Agreement") is made and entered into as of this 10th day of January, 1997, by an between the American Muslim Society (AMS), also known as the Islamic Association For Palestine (IAP), having its principal place of business at 11711 S. Roberts Rd., suite 202, Pales Hills, IL 60465, phone: (708) 974-3380; and the Holy Land Foundation For Relief and Development (HLF), having its principal place of business at 010 International Parkway, Suite 509, Richardson, TX 75081, phone: (214) 669-9868. Both the IAP and HLF are the parties to this agreement.

WITNESSETH:

WHEREAS, the AMS/IAP is a non-profit, educational and cultural organization; and,

WHEREAS, the HLF is a non-profit, charitable, tax-exempt organization; and,

WHEREAS, AMS/IAP and HLF desire to agree on arrangements for the “HLF Annual Ramadan Fundraising Program” during the Muslim’s holy month of Ramadan, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

I. Time and Place of the Annual Ramadan Fundraising Program:

A. Time: During the Arabic-calendar month of Ramadan. For this year it is between the 10th. of January until the 10th. of February, 1997.

B. Place: The Annual Ramadan Program will be conducted at (25) cities in the United States.

II. Responsibility of the AMS/IAP:

The AMS/IAP agrees:

- A. To devote the time and work of one of its employees to help in the preparation and conduct of the "HLF Annual Ramadan Fundraising Program". The AMS/IAP's employee shall start helping in the Ramadan program one month before the beginning of the month of Ramadan;
- B. To help in the arrangements of inviting, hosting and scheduling the visits of the different speakers -from the US and abroad- who will tour the Islamic centers during the month of Ramadan. The visits include giving Friday Sermons, spiritual gatherings, public meetings, leading prayers, educational seminars, etc.;
- C. To direct all of its available branches and contacts in the US cities to help in making the needed arrangements for the appropriate conduct of the "HLF Annual Ramadan Fundraising Program";
- D. To help in the arrangements for the telephone conference calls planned by the HLF to broadcast a live speeches of some religious scholars to chosen Islamic centers throughout the US; and
- E. To direct its branches and contacts to help in distributing the Ramadan program materials of the HLF and its projects.

III. Responsibilities of the HLF:

The HLF agrees to compensate the AMS/IAP according to the following terms and conditions:

- A. The HLF shall pay the AMS/IAP a total of (40,000.00) US dollars for all HLF fundraising activities facilitated by or coordinated with the AMS/IAP during the month of Ramadan;
- B. The HLF shall pay the AMS/IAP the total amount of compensation through a payment arrangement of two (2) payments, as follows:
- 50% of the total amount of compensation shall be due on January 10, 1997; and
 - 50% of the total amount of compensation shall be due on February 10, 1997.
- C. The previous terms of compensation shall not be changed but through an agreement between AMS/IAP and the HLF. However, no agreed upon changes in the compensation terms may affect any provisional traffic prior to the date when the changes go in effect. Any changes to compensation shall affect new business not yet conducted.

IV. Indemnification:

Both AMS/IAP and HLF agree to indemnify and hold each others from any and all claims, demands, losses, damages, expenses, including attorney's fees, in any manner caused by or arising from or connected with each others, their representatives, agents and employees, or their performance of their duties under this Agreement, including but not limited to, personal injuries, death, and property damage sustained, or claimed to be have been sustained, by any person or persons (including the AMS/IAP and HLF) and due,

or claimed to be, in whole or in part, to any act, omission or negligence of AMS/IAP and HLF or their representatives, agents or employees.

V. Confidential Information:

From time to time the Parties hereto may supply the other Party confidential or propriety information belonging to the Disclosing Party, including, without being limited to, information regarding the Disclosing Party and its business ("confidential information"). The Parties to this Agreement agree that it and its representatives, agents and employees will not, during the term of this Agreement or any time thereafter, disclose, provide or divulge such confidential information without the prior written permission of Disclosing Party. Notwithstanding the foregoing, the request for the return of confidential or other information by the Disclosing Party shall not in anyway effectively render the Informed Party unable to perform under this Agreement. All documents to be held confidential under the terms of this Section shall be marked "Confidential" by the Disclosing Party.

VI. Compliance with Applicable Law:

In performing its duties hereunder, the Parties agree to comply with all federal, state and local laws, rules, regulations, and tariffs now or hereafter in effect relating to its duties and activities under this Agreement.

VII. Assignment:

Either Party may assign its rights, title and interest in its Compensation hereunder or collateralize it Compensation hereunder without the consent of the other Party. Neither Party may assign its rights, obligations or interest hereunder to any condition or term of this Agreement that concerns a performance of any duty to the other party to any third party without the prior written permission of the other party, which shall not be unreasonably withheld.

IIX. Successors:

This Agreement shall be binding upon and incur to the benefit of the parties hereto and their permitted successors or assigns.

IX. Waiver:

Failure of either party to enforce at any time the provisions of this Agreement shall not be construed as waiver thereof or of its rights thereafter to enforce each and every provision hereof.

X. Notice:

All notices or other communications made pursuant to this Agreement shall be in writing, shall be by certified mail, return receipt requested, or by personal delivery to the parties at their respective addresses as set forth above or at such other addresses as the parties may designate in writing from time to time. All notices directed to AMS/IAP shall be made to the attention of Rafeeq Jaber, President, American Muslim Society/Islamic Association For Palestine (AMS/IAP), 10661 S. Roberts Rd., suite 202, Pales Hills, IL 60465, phone: (708) 974-3380. All notices directed to the HLF shall be made to the attention of Shukri Abu Baker, Executive Director, Holy Land Foundation For Relief and Development (HLF), 525 International Parkway, Suite 509, Richardson, TX 75081, phone: (214) 669-9868.

XI. Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Venue and jurisdiction for any action or suit, federal or state, arising out of this Agreement shall be Cook County, the State of Illinois.

XII. Severability:

The provisions of this Agreement shall be deemed severable, and the invalidity or un-enforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

XIII. Amendments, Disputes and Entire Agreement:

A. This Agreement contains the entire and only Agreement between the parties with respect to the subject matter hereof. Any representations, promises or conditions in connection therewith not incorporated herein shall not be binding on either party. This Agreement supersedes all prior understandings, representations, negotiations, promises, and agreements relating to the subject matter hereof;

B. No amendments, modifications, ratification, rescission, renewal, abandonment, or waiver of this Agreement, or any of its provisions, or any notice or termination hereof given by AMS/IAP or HLF shall be binding unless made in a written consent and signed by both Parties; and

C. In case of a dispute over the terms of this agreement or the arrangement of the Ramadan, a committee consisting of four persons, two from each party, shall meet and agree on a resolution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above written.

By: **American Muslim Society/
Islamic Association For Palestine**

By: **Holy Land Foundation
For Relief and Development**

Name: Rafeeq Jaber

Name: Shukri Abu Baker

Title: President

Title: Executive Director

Signature:

Signature :