Annual Meeting 11/15/2022 Executive Board 09/20/2022 Institutional Relations Committee 09/19/2022

Item of Consideration:	Recommendation for BGCT to Relate to Denison Ministries by Special Agreement
Highest Authority For this item:	Annual Meeting
Originating Source:	Jeff Byrd, President, Denison Ministries and Dr. Craig Christina, Assistant Executive Director, BGCT

Background:

In September of 2021, Denison Ministries contacted the BGCT in order to "further explore a closer relationship between our organizations..." The BGCT and Denison Ministries have worked cooperatively together to follow the Great Commandment (Matthew 22:36-40), fulfill the Great Commission (Matthew 28:18-20) and to be the light of the world (Matthew 5:14) in Texas and beyond since Denison Ministries was founded in 2008. In some regards, the formation of Denison Ministries was made possible through the work its founder and CEO, Jim Denison, with the BGCT.

Through several conversations over the past year, the BGCT and Denison Ministries have identified way to strengthen the relationship between the two organizations and to formalize and clarify the relationship by explaining it in a written agreement. Relating to Denison Ministries by special agreement brings the relationship under the BGCT Constitution and Bylaw provisions for related ministries. It also provides Denison Ministries with greater religious liberty protection as it conducts its ministries.

Recommendation: The Institutional Relations Committee recommends the approval of the proposed Relationship Agreement between the Baptist General Convention of Texas and Denison Ministries.

RELATIONSHIP AGREEMENT BETWEEN THE BAPTIST GENERAL CONVENTION OF TEXAS AND DENISON MINISTRIES

This Relationship Agreement (the "Agreement") is between the Baptist General Convention of Texas, a Texas nonprofit corporation ("Texas Baptists") and Denison Ministries, a Texas nonprofit corporation ("DM").

PREAMBLE

Texas Baptists and DM have worked cooperatively together to follow the Great Commandment (Matthew 22:36-40), fulfill the Great Commission (Matthew 28:18-20) and to be the light of the world (Matthew 5:14) in Texas and beyond since the founding of DM in 2008. Texas Baptists and DM have a longstanding and beautiful history of working together to advance the kingdom of God. As a result of the mutual desire of Texas Baptists and DM to continue their cooperative pursuit to build Christ's kingdom through engaging the culture around them, Texas Baptists and DM agree as follows:

- At the request of Texas Baptist, DM has designated DM's Co-Founder and CEO, Dr. Jim Denison, to serve in the role as Theologian in Residence for Texas Baptists. The parties may mutually agree to (i) change the title of this role without amending this Agreement, but the general substance and function of the role will remain the same, and (ii) designate another employee of DM to serve in the role.
- 2. Texas Baptists and DM will work together to increase the effectiveness and value of the Texas Baptists Annual Meeting as follows:
 - a. Dr. Denison, or another employee of DM designated by DM, will be available to participate in the Texas Baptists Annual Meeting and, at Texas Baptists' request, be a platform or keynote speaker in a general session and/or lead a workshop or breakout session on a topic of mutual agreement.
 - b. Texas Baptists will provide a booth space at its annual meeting, free of charge, to DM for DM to promote its products and services.
- 3. Texas Baptists and DM will explore and find ways to work cooperatively on various ministry projects and activities with Texas Baptists' churches, ministries, and staff which may include, but are not limited to, (i) DM consulting with Texas Baptists' affiliated and related institutions in addressing cultural challenges, (ii) DM providing periodic trainings, resources, and encouragement to Texas Baptists pastors and staff, and (iii) DM speaking

at churches, events, meetings, and conferences as requested by Texas Baptists and depending on DM availability.

- 4. While remaining autonomous and independent organizations, Texas Baptists and DM will each be allowed representation as between each other as follows:
 - a. Texas Baptists will be allowed to designate one (1) individual liaison to represent Texas Baptists at one meeting each year (i.e., each one (1) year term of this Agreement) of the Board of Directors of DM. The designated individual will liaise between Texas Baptists and DM to improve communication and identify areas for potential further collaboration between the two parties.
 - b. DM will be allowed to designate a liaison to represent DM in meetings of the Institutional Relations Committee ("IRC") at each Texas Baptists Executive Board meeting.
- 5. Texas Baptists and DM agree that the term of this Agreement shall be for one (1) year from the date set forth in the signature block below, and that the term shall automatically renew for successive one (1) year periods on each anniversary of such date. Notwithstanding the preceding sentence, either party may terminate this Agreement upon one hundred eighty (180) days' notice to the other party.
- 6. No amendment to this Agreement shall be effective unless the amendment is in writing and executed by both parties.
- 7. This Agreement is the result of voluntary decisions of Texas Baptists and DM, and each acknowledges and respects the autonomy and independence of the other. Each organization is an independent, nonprofit corporation under the laws of the State of Texas with the full legal right, power, and authority to govern itself without approval or consent of the other, notwithstanding any terms and conditions of this Agreement.
- 8. This Agreement shall be governed by the laws of the State of Texas. The parties agree that the proper and exclusive venue for any dispute between the parties regarding this Agreement shall be in Dallas County, Texas. This Agreement is signed by representatives of Texas Baptists and DM respectively and is jointly recommended for approval on behalf of Texas Baptists by its Executive Board to the messengers of its 2022 annual meeting and on behalf of DM by its Board of Directors. This Agreement shall be come effective only upon approval by the messengers to the 2022 annual meeting of Texas Baptists and by the Board of Directors of DM. Each such approval shall be shown by the respective signature of David Watson on behalf of DM and Clint Davis on behalf of the Baptist General Convention of Texas. The date of last signing by Messrs. Watson and Davis shall be inserted in the date blank below.

Executed this _____ day of _____, 2022.

DENISON MINISTRIES

Ву: _____

Jeff Byrd President

Ву: _____

Ву: _____

David Watson Chairman of the Board of Directors Clint Davis Chair of the Executive Board

BAPTIST GENERAL CONVENTION OF TEXAS

Ву: _____

Dr. David Hardage

Executive Director