

CHAPTER AFFILIATION AGREEMENT



Name of Chapter: _____

Business Address: _____

Geographical area Chapter primarily serves: _____

Fiscal-year dates (example: January 1-December 31): _____

Name of bank where Chapter account is located: _____

Chapter Bank Account Number: _____

Two NSA member signers on chapter bank account:

Chapter Administrator/contact information (if applicable):

Name and phone number and email for board and officer members for the 2019-2020 year (minimum of seven).

President: _____

President-Elect: _____

Secretary: _____

Treasurer: _____

Immediate Past President: _____

Programming Chair: _____

Academy Dean: _____

List additional Board Members if applicable:

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Please attach a copy of each of the following to this agreement:

- Bylaws (NSA Chapters utilize the standardized NSA Chapter Bylaws document)
- Chapter policy manual (including financial policies)
- Basic programming calendar for the next 12 months
- Chapter's antitrust compliance statement
- Chapter's membership roster including name, phone number and email address
- A copy of the chapter's completed, filed 990 must be sent to NSA each year by the IRS deadline (*the federal deadline for filing varies depending upon the Chapter's fiscal year end*)
- A copy of your articles of incorporation (*effective 2013, NSA Chapters are required to incorporate in their state*)
- A copy of your annual reports
- A copy of any amendments filed

The above required documents, or samples where applicable, can be found at www.nsaspeaker.org/chapter-leadership

Note: As an Incorporated entity, some state departments request annual updated information on Chapter officers. Keep a copy of this Affiliation Agreement. You may also wish to make copies for Chapter board members.

Chapter Affiliation Agreement

THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between National Speakers Association ("NSA"), an Arizona nonprofit corporation exempt from U.S. income taxation under Section 501(c)(6) of the Internal Revenue Code, and _____("Chapter").

IT IS AGREED:

1. CHARTER— NSA hereby grants to Chapter a non-exclusive charter to be a chapter of NSA. For only as long as this Agreement remains in effect, and as is more fully set forth elsewhere herein, Chapter is authorized to use the name "____," the acronym "____," and the logo of NSA in or in connection with Chapter's name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached to or incorporated in this Agreement or subsequently provided to Chapter by NSA.
2. MEMBERSHIP —Members of CHAPTER must first be members of NSA. If a person or entity's membership in NSA expires, such person or entity's membership in CHAPTER shall automatically expire. The terms and conditions of membership in NSA shall be determined exclusively by NSA. The terms and conditions of membership in CHAPTER shall be identical to or substantially the same as the terms and conditions of

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membership in NSA and shall be set forth in CHAPTER's Bylaws. CHAPTER may set and collect its membership dues and any assessments authorized by the CHAPTER Board of Directors, but such dues and assessments must be reasonable in the opinion of NSA.

3. **TERM OF AGREEMENT**—This Agreement shall have a term of 12 months (June 1 of _____ through June 1 _____) or as determined by the Board of Directors of NSA. This Agreement and the affiliation of Chapter with NSA may be terminated at any time by NSA or surrendered by Chapter in accordance with NSA's Bylaws and this Agreement for revocation and surrender.
4. **OBLIGATIONS OF CHAPTER**—Chapter's obligations under this Agreement shall include:
 - a. **CORPORATE AND TAX STATUS** — CHAPTER acknowledges that it is a legal entity separate and distinct from NSA and warrants that it is incorporated, that it is and at all times shall remain in good standing in the jurisdiction of its incorporation, and that, to the extent that it is eligible to do so, it is or desires to become exempt from U.S. federal income tax through NSA's group exemption under Section 501(c)(6) of the U.S. Internal Revenue Code.
 - b. **BYLAWS AND OTHER REQUIREMENTS**—As a condition of receipt of its charter as a chapter of NSA, CHAPTER provided to NSA, and NSA provided its approval of, the Bylaws of CHAPTER. These CHAPTER Bylaws are, and shall remain, not inconsistent with the Articles of Corporation and Bylaws of NSA, as well as with the Chapter Bylaws Template provided by NSA to CHAPTER, except as otherwise required by law or agreed by the parties. Any amendments to CHAPTER's Bylaws must first be submitted to, and approved by, NSA. CHAPTER shall conduct its activities at all times in strict accordance with its Bylaws, and shall comply at all times with all of the requirements set forth in NSA's Bylaws and all other chapter-related policies, procedures, handbooks, manuals, or other written guidance promulgated by NSA.
 - c. **COMPLIANCE WITH LAWS** — CHAPTER warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
 - d. **RECORD KEEPING, REPORTING AND INSPECTION**—CHAPTER shall maintain reasonable records related to all of its programs, activities and operations, including without limitation minutes of the meetings of its members and board of

directors, if any. CHAPTER shall submit regular written reports, as outlined in the Bylaws and Chapter Policies, to NSA summarizing its programs, activities and operations, including but not limited to budget, financial statements, a list of outgoing and elected officers and directors, and a roster of current CHAPTER members, with contact information. Upon the written request of NSA and at NSA's expense, CHAPTER shall permit NSA or NSA's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to NSA copies of such records.

- e. CHAPTER FUNCTIONS—This Chapter functions for the purpose of providing a forum for geographically-based community of NSA members to meet locally to support advanced professional development, camaraderie and networking. The activities of this Chapter shall further the purposes and objectives of NSA. Chapter shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through NSA in support of such programs and activities. CHAPTER shall send to NSA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. NSA may, at its sole discretion, send representatives to observe such programs and activities. CHAPTER shall notify NSA in writing prior to taking a position on any federal, state or local legislative, regulatory or other issue, and shall not take a position on any such issue without NSA's prior written approval both of CHAPTER's involvement in and position on such issues.

5. NSA CODE OF ETHICS—Chapter shall adhere to the NSA Code of Ethics. NSA members adopted this Code, as a condition of membership, to give notice that they recognize the vital need to preserve and encourage fair and equitable practices among all who are engaged in the profession of speaking.
6. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION
 - a. LIMITED LICENSE. In accordance with NSA's non-exclusive grant to CHAPTER to be a chapter of NSA, CHAPTER is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes the following Intellectual Property:
 - (i) the name "National Speakers Association," the acronym "NSA," the logo of NSA, and other NSA trademarks, service marks, trade names, and logos,

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- (ii) NSA's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of NSA in CHAPTER's geographic area ("the Mailing List"), and
 - (iii) all copyrighted or proprietary information and materials provided by NSA to CHAPTER.
- b. The authority to use the Intellectual Property is limited to those activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines contained in the Chapter Policies, or subsequently provided to CHAPTER by NSA.
- c. The Intellectual Property is and shall remain at all times the sole and exclusive property of NSA. The Intellectual Property may be used by CHAPTER if and only if such use is made pursuant to the terms and conditions of this limited and revocable license.
- d. NSA's logo may not be revised or altered in any way, and must be displayed in the same form as produced by NSA. The Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NSA.
- e. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without NSA's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without NSA's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property may not be used in any manner that, in the sole discretion of NSA, discredits NSA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NSA and CHAPTER.
- f. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, lease, rent, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of NSA.
- g. NSA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that

CHAPTER's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

- h. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.
7. RELATIONSHIP OF PARTIES--- The relationship of NSA and CHAPTER to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of NSA. CHAPTER shall include, in all of its publications and contracts, a statement to the effect that CHAPTER is a legal entity separate and distinct from NSA and is not entitled to act on behalf of or to bind NSA, contractually or otherwise.
8. INDEMNIFICATION---CHAPTER shall defend and hold harmless NSA, its officers, directors, members and agents, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise out of the acts or omissions of CHAPTER, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
9. REVOCATION OR SURRENDER OF CHARTER
 - a. REVOCATION OF CHARTER. NSA, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by NSA to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that NSA shall provide CHAPTER with thirty (30) days from the date of such notice to correct any alleged breach of this Agreement. In the event that NSA determines, in its sole discretion, that CHAPTER has not corrected the condition leading to NSA's decision to revoke CHAPTER's charter, NSA shall so notify CHAPTER in writing. NSA's decision shall become final upon

CHAPTER's receipt of such written notice from NSA. NSA shall also be entitled to revoke the charter of CHAPTER without cause upon ninety (90) days written notice to CHAPTER.

- b. SURRENDER OF CHARTER. CHAPTER may surrender its charter by delivering to NSA written notice of its intention to do so no less than ninety (90) days prior to the effective date of such surrender.
- c. EFFECT OF REVOCATION OR SURRENDER. Upon revocation or surrender of CHAPTER's charter, this Agreement shall be considered immediately terminated, and CHAPTER shall no longer be entitled to any rights granted hereunder, including without limitation the right to utilize NSA Intellectual Property in CHAPTER's name or otherwise. CHAPTER shall immediately take all steps necessary to cease use of the Intellectual Property, including all steps necessary to change CHAPTER's name to a name which does not incorporate or infringe upon NSA's Intellectual Property.

10. MISCELLANEOUS

- a. ENTIRE AGREEMENT--This Agreement:
 - i. constitutes the entire agreement between the parties;
 - ii. supersedes and replaces all prior agreements, oral and written, between the parties; and
 - iii. may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- b. WARRANTIES-- Each party covenants, warrants, and represents that it has the authority to enter into this Agreement, that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- c. GOVERNING LAW-- All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Arizona, United States of America, without regard to that jurisdiction's choice of law principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal or local court of competent jurisdiction located within the State of Arizona, United

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States of America. Each party hereby consents to the personal jurisdiction of the federal and local courts located within that jurisdiction.

- d. FORCE MAJEURE-- Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- e. NOTICE-- All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by electronic mail, by certified mail, or by overnight courier, with receipt deemed to have occurred on the earlier of actual receipt or refusal of delivery by the addressee, to the following addresses:

If to NSA: _____

Attn.: _____

If to CHAPTER: _____

Attn.: _____

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

NATIONAL SPEAKERS ASSOCIATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____