International chapter affiliation agreement

2011 Version

**THIS INTERNATIONAL CHAPTER AFFILIATION AGREEMENT** (the “Agreement”), is made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between **SOCIETY FOR TECHNICAL COMMUNICATION, INC.** (the “Society”), a New York nonprofit corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Chapter”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

The Society is an individual membership organization dedicated to the mission of advancing the arts and sciences of technical communication (the “Mission”). The Chapter wishes to be recognized by the Society as a Society chapter to carry on the Mission in the Territory, as defined below.

The parties agree:

1. *Recognition of the Chapter.*
	1. *Recognition*. The Society recognizes the Chapter as a chapter of the Society to carry out the Mission in the Territory.
	2. *Term and Termination*. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until this Agreement is terminated pursuant to Article IX.
	3. *Territory*. The Chapter shall be designated as the Society’s chapter in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Territory”), to act in furtherance of the Mission in the Territory. The Society may, in its sole discretion, designate other chapters or affiliates in the Territory that may sponsor or conduct programs, accept members, and perform other activities within the Territory, so long as these do not unreasonably conflict with the Chapter’s activities.
2. *Membership*. Members of the Chapter also must be members of the Society. The terms and conditions of membership in the Society shall be determined exclusively by the Society. The terms and conditions of membership in the Chapter shall be identical to those of the Society, and shall be set forth in the Chapter’s Bylaws.
3. *Obligations of the Chapter.* The Chapter’s obligations under this Agreement shall include:
	1. *Nonprofit Organization*. The Chapter warrants that it is organized and operated as a nonprofit organization, and that it is currently and shall remain in good standing under the laws of the Territory. The Chapter has submitted a copy of its organizational documents to the Society as evidence that the Chapter is a nonprofit organization. The Chapter further agrees to submit promptly to the Society any proposed amendments or modifications to such organizational documents for the Society’s review and approval prior to their adoption.
	2. *Bylaws*. As a condition of receipt of its recognition as a chapter of the Society, the Chapter has adopted and shall maintain Bylaws that are, and shall remain, consistent in all material respects with the International Chapter Model Bylaws attached as *Exhibit A* to this Agreement.
	3. *Compliance with Laws*. The Chapter warrants that it is and shall remain in full compliance with all applicable laws, regulations, and other legal standards in the Territory, and that it shall maintain at all times all permits, licenses, and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. The Chapter warrants that it shall file all reports and returns required to maintain its status as a nonprofit organization under the laws of the Territory.
	4. *Activities and Reports.* The Chapter shall only conduct activities in the Territory that are consistent with the Mission. As set forth below, the Chapter shall report to the Society regarding the activities that it has conducted.

E. *Lobbying and Political Activities*. The Chapter shall not attempt to influence legislation. In addition, the Chapter shall not participate or intervene (or publish or distribute any statements) in any political campaign on behalf of, or in opposition to, any candidate for public office (whether at the federal, state, regional, provincial, or local level).

F. *Compensation*. The Chapter shall be organized and operated exclusively for purposes consistent with the Mission and shall not be operated for the benefit of any employee, director, officer, or individual. The Chapter may only pay compensation for personal services that are reasonable and necessary to carry out the Mission in the Territory.

G. *Recordkeeping and Inspection*. The Chapter shall maintain copies of its organizational documents, as well as reasonable records related to all of its programs, activities, and operations. Upon the written request of the Society and at the Society’s expense, the Chapter shall permit the Society or the Society’s designated agent to review appropriate records of the Chapter pertaining to its programs, activities, and operations. Alternatively, the Chapter shall send to the Society copies of such records upon the Society’s request.

H. *Reports to the Society*. The Chapter shall submit the following written documents to the Society:

1. A completed chapter financial report that summarizes the Chapter’s financial operations for the most recently ended fiscal year by the date specified by the Society annually. The Society shall provide the format for the chapter financial report for the Chapter to use and may change the format periodically.

2. A completed chapter status report (CSR) that summarizes the Chapter’s programs, activities, and financial operations for the period specified in each report. The Society shall provide the format for the report for the Chapter to use and may change the format periodically.

3. A completed annual budget for the upcoming fiscal year, which is due at a date determined by the Society office, and includes a summary of the Chapter’s plans for activities for the upcoming fiscal year. The Society shall provide the format for the Chapter budget report and may change the format periodically.

4. A complete list of the Chapter’s officers and directors, due within 30 days after the Chapter’s election or appointment of officers annually.

5. Other such reports as required by the Society from time to time.

I. *Fees,* *Dues, and Assessments.* The Chapter may charge only reasonable fees or costs for its activities or services, but may not charge Chapter dues or assessments.

J. *Fiscal Year.* The Chapter’s fiscal year shall be the same as the Society’s fiscal year (1 January–31 December).

K. *Miscellaneous.* The Chapter shall not own real estate and shall not obligate the Society to any financial or other commitment. The Chapter shall not establish, develop, or offer certification programs. The Chapter may not certify courses provided by another organization or serve as an accreditation agency. The Chapter shall not engage in any for-profit business ventures. The Chapter shall not develop any joint venture, partnership, affiliation, or agency relationship with another organization except other Society Chapters or Special Interest Groups without the Society’s prior written approval.

1. *Governance of the Chapter.*

A. *Management*. As provided in the Chapter Bylaws, the affairs of the Chapter shall be governed by a council or board that Chapter members elect annually from the Chapter membership. The council or board shall be authorized to take whatever legal and proper actions as may be necessary for the fulfillment of the Chapter’s purposes. The council or board shall manage and control the property, activities and affairs of the Chapter, subject to this Agreement.

B. *Officers*. As provided in the Chapter Bylaws, the Chapter council or board shall be composed of at least three officers, including a president, a treasurer, a secretary, and such other officers as may be desired by the Chapter. A person may hold one or more offices at the same time, except the Chapter president who shall only hold the office of president. A majority of the council or board shall constitute a quorum for the conduct of business.

C. *Budgets*. The Chapter council or board shall adopt a budget for each year and shall keep true and accurate books of account.

D. *Chapter Business Meeting.* At least one annual Chapter business meeting shall be held at which the Chapter board or council and Chapter committees shall report to the Chapter membership, and at which the results of the annual election shall be announced. A quorum for transacting business at such a meeting shall be the lesser of (1) ten percent of the Chapter’s voting members or (2) 10 Chapter voting members.

E. *Finances.*  Chapter funds shall be deposited with a reputable banking or financial institution within the Territory.

1. *Obligations of the Society.* The Society’s obligations under this Agreement shall include:

A. *Dues Funding.* The Society shall determine the dues for Society membership and what additional dues the Society shall collect from Society members who also want to belong to the Chapter. At the sole direction of the Board of Directors, the Society shall determine the level of funding for the Chapter annually. Notwithstanding anything contained herein to the contrary, the Society may withhold funding to the Chapter if, in the sole judgment of the Society’s Board of Directors, the financial position of the Society does not allow for such funding, if the Chapter is not in compliance with its requirements under this Agreement, including, but not limited to, the timely delivery to the Society of all required Chapter reports, or for any other reason.

*B. Intellectual Property.* The Society shall provide the Chapter the license described in Article VI of this Agreement with respect to the Chapter’s use of the Society’s Intellectual Property (as defined below).

*C. Membership Lists.* The Society shall create, maintain, and update the Chapter’s membership lists and shall provide the Chapter reasonable electronic access to same.

*D. Resources for Communities.* The Chapter may seek guidance, mentoring, training, and other assistance from the Society’s designated body.

1. *Intellectual Property.* Subject to the terms and conditions of this Agreement, the Society grants the Chapter a limited, revocable, non-exclusive license to use (i) the name of the Society, its acronym, logo and the other Society trademarks, service marks, trade names, and logos (collectively referred to as the “Marks”); and (ii) the Society’s membership mailing list and electronic mail lists with respect to past, current, and prospective members of the Society located within the Territory (collectively referred to as the “Mailing List”) (the Marks and Mailing List are collectively referred to as the “Intellectual Property”) in connection with the Chapter’s name, acronym, and logo, solely in connection with the activities authorized under this Agreement.
	* 1. *Exclusive Property*. The Intellectual Property is and shall remain at all times the sole and exclusive property of the Society. Any failure by the Chapter to comply with this license, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by the Society. Failure to comply, whether willful or negligent, also may result in the termination of this Agreement by the Society. The interpretation and enforcement (or lack thereof) of this license, and compliance therewith, shall be made by the Society’s Board of Directors in its sole discretion.
		2. *Alteration of Marks.*  The Society’s Marks may not be revised or altered in any way, and must be displayed in the same form as produced by the Society. The Marks may not be used in conjunction with any other trademark, service mark, or other mark (with the exception of the Chapter’s name, acronym or logo), according to guidelines provided by the Society.
		3. *Permissible and Impermissible Uses*.The Intellectual Property must be used by the Chapter in a professional manner and solely for authorized Chapter activities. The Chapter shall not permit any third party to use the Intellectual Property without the Society’s prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property also may not be used in any manner that, in the sole discretion of the Society, discredits the Society 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 the Society and the Chapter, including but not limited to the fact that the Chapter is a separate and distinct legal entity from the Society.
		4. *Membership List and Database*. The Chapter shall maintain the confidentiality of the Membership List and Database and all information contained therein and shall not sell, trade, transmit, or otherwise disseminate the Membership List and Database, in whole or in part, to any third party without the prior written approval of the Society.
		5. *Notices*. In any authorized use by the Chapter of the Intellectual Property, the Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, and any other guidelines that the Society may prescribe.
		6. *Samples*. The Society shall have the right, from time to time, to ask the Chapter to provide samples of how they use the Society’s Intellectual Property. The Society may use these samples to determine the Chapter’s compliance with these terms and conditions. The Society 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 the Chapter’s usage thereof is not in strict accordance with this license.
		7. *No Rights; Termination*. Use of the Intellectual Property shall create no rights for the Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this Agreement. All rights of usage of the Intellectual Property by the Chapter shall terminate immediately upon the revocation, surrender, or other termination of this Agreement. The Chapter’s obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.
2. *Relationship of Parties*. The relationship of the Society and the 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 either party is an agent of the other party.
3. *Indemnification.*

A. *Chapter Indemnification.* The Chapter shall indemnify, save, and hold harmless the Society, and its chapters, communities, agents, officers, directors, employees, members, successors, and assigns, 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, which may arise by reason of (i) any act or omission by the Chapter or any of its agents, officers, directors, employees, members successors or assigns, or (ii) the inaccuracy or breach of any of the covenants, representations, and warranties made by the Chapter in this Agreement. The provisions of this Section shall survive any revocation, surrender, or other termination of this Agreement.

B. *Society Indemnification.* The Society shall indemnify, save, and hold harmless the Chapter and its agents, officers, directors, employees, members, successors, and assigns, 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, which may arise by reason of (i) any act or omission by the Society or any of its agents, officers, directors, employees, members successors or assigns, or (ii) the inaccuracy or breach of any of the covenants, representations, and warranties made by the Society in this Agreement. The provisions of this Section shall survive any revocation, surrender, or other termination of this Agreement.

1. *Termination; Merger or Dissolution*.
	1. *General.* The Agreement shall remain in full force and effect unless and until terminated by the Society or the Chapter in accordance with the provisions of this Agreement or until the Chapter dissolves, merges, combines, reorganizes, or otherwise ceases to exist under the laws of the Territory.
	2. *Society Termination.* The Society, through its Board of Directors, may terminate this Agreement if the Board of Directors, in its sole discretion, determines that the conduct of the Chapter is in breach of any provision of this Agreement. Any decision by the Society to terminate this Agreement shall be initiated by the Society’s written notice to the Chapter specifying the grounds upon which the termination is based; provided, however, that the Chapter shall have thirty (30) days from the date of such notice to cure any alleged breach of this Agreement. In the event that the Society determines, in its sole discretion, that the Chapter has not corrected the condition leading to the Society’s decision to terminate this Agreement within such thirty (30) days, the Agreement shall terminate effective at the end of the thirtieth (30th) days from the date of the notice. Any remaining assets of the Chapter on the effective date of termination of this Agreement shall first be used to pay any outstanding bills of the Chapter, and any remaining funds shall then be returned to the Society, or if the laws of the Territory in which the Chapter is determined to be legal entity restrict funds from going outside of the Territory, to the Society’s designated organization within the Territory. This last sentence shall survive the termination of this Agreement.
	3. *Chapter Termination.* The Chapter may terminate this Agreement by delivering to the Society written notice of its intention to do so no less than thirty (30) days prior to the effective date of such termination. Any remaining assets of the Chapter on the effective date of the termination of this Agreement shall first be used to pay any outstanding bills of the Chapter, and any remaining funds shall be returned to the Society or, if the laws of the Territory in which the Chapter is determined to be a legal entity restrict funds from going outside of the Territory, to the Society’s designated organization within the Territory. This last sentence shall survive the termination of this Agreement.

D. *Merger; Dissolution.* The Chapter shall deliver to the Society written notice of its intention to merge, combine, reorganize, dissolve, or otherwise cease to exist no less than thirty (30) days prior to the effective date of such merger, combination, reorganization, dissolution or cessation. If the Chapter is dissolving or ceasing to exist, any remaining assets of the Chapter shall first be used to pay any outstanding bills of the Chapter, and any remaining Chapter funds shall be returned to the Society or if the laws of the Territory in which the Chapter is determined to be legal entity restrict funds from going outside of the Territory, to the Society’s designated organization within the Territory. If the Chapter is merging or combining into another Society Chapter, any outstanding bills must be paid from the Chapter’s assets before being transferred to the other Society Chapter with the permission of the Society. The last two sentences shall survive the termination of this Agreement.

1. *Miscellaneous.*
	1. *Entire Agreement*. This Agreement: (1) constitutes the entire agreement between the parties with respect to the subject matter hereof; (2) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof, and (3) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties. Either party’s waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
	2. *Arbitration*. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. This arbitration shall take place in the District of Columbia, United States of America. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.
	3. *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 District of Columbia and the United States of America.
	4. *Assignment/Successors*. This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, agents, officers, directors, employees, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
	5. *Severability*. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
	6. *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 certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending, or faxing of such notice, to the following addresses or facsimile numbers:

If to the SOCIETY:

Society for Technical Communication, Inc.
Attention: Executive Director/CEO 9401 Lee Highway, Suite 300

Fairfax, VA 22031-1803

Fax: (703) 522-2075

If to the CHAPTER:

To the Chapter President and Secretary at the registered address of the chapter or their personal addresses, email address, and facsimile numbers as may appear in their Society chapter membership records.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

**SOCIETY FOR TECHNICAL COMMUNICATION, INC.**

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

 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name and Title

**[CHAPTER]**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name and Title