

**ASSOCIATION OF FUNDRAISING PROFESSIONALS  
COLLEGIATE CHAPTER AFFILIATION AGREEMENT**

*(U.S. chapters)*

THIS AGREEMENT made this day of \_\_\_\_\_, 20\_\_\_\_, between the Association of Fundraising Professionals (“AFP”), a nonprofit corporation organized under the laws of the District of Columbia, U.S.A., having its principal offices in the Commonwealth of Virginia (hereinafter referred to as “AFP”), and the AFP \_\_\_\_\_ Collegiate Chapter (“Chapter”), an educational club or group of students at \_\_\_\_\_ [Name of college or university] (“School”).

WHEREAS, AFP is an international organization dedicated to the advancement of philanthropy and the fundraising profession; and,

WHEREAS, Chapter desires to pursue and advance the principles and purposes of AFP through its activities at the School ; and,

WHEREAS, both AFP and Chapter believe that assistance, coordination, and cooperation in matters of mutual interest will enhance the achievement of their common philanthropic, advocacy, and educational purposes;

NOW, THEREFORE, in consideration of the mutual promises of the parties, and in accordance with the provisions hereinafter set forth, AFP AND CHAPTER AGREE AS FOLLOWS:

1. Charter and Support of Common Purposes. AFP hereby grants a charter to Chapter as set forth in this Agreement. Chapter hereby agrees to comply with the AFP Bylaws and all applicable policies and procedures adopted by the AFP Board of Directors. The parties further expect and desire that each shall support, assist and/or participate with the other with respect to

all matters of common interest which further the fundamental and primary purposes of each. (Such matters hereinafter shall be referred to as “common concerns.”)

2. No Agency. Unless otherwise specifically agreed in writing, nothing herein, nor any act of either party, shall be construed to render one party the agent of the other, and neither party shall be held liable for the acts, omissions, statements, or representations of the other.

3. Use and Protection of Trade Name and Intellectual Property. AFP retains all rights and interests in its legal name and trademarks, including the logo incorporating the stylized acronym “AFP,” and all related intellectual property including, without limitation, copyrights, membership/ mailing lists, educational materials, and all proprietary information and procedures (hereinafter collectively referred to as its “intellectual property”) and all rights and interests in the use thereof. Chapter is hereby authorized to use the intellectual property of AFP, indicating the affiliation of the parties (that is, that Chapter is a collegiate chapter of AFP), when providing member services, and similar activities in connection with the promotion of the parties’ common concerns, subject at all times to the prior review and approval of AFP. Further, Chapter shall not conduct any activities beyond the service area authorized by AFP and shall not conduct any activities that might in any way be detrimental to the international/national activities of AFP unless approved in writing in advance by the AFP President/CEO. Chapter shall have no right or authority to license or otherwise permit the use by third parties of any of the intellectual property and Chapter shall not use or permit the use by third parties of its name or the intellectual property in such a way as to

endorse or appear to endorse any product or service provided by third parties, except insofar as specifically permitted in the AFP Logo Usage Guide or in writing by AFP. In the event of violation of this Agreement or of disaffiliation of the parties, Chapter shall have no rights with respect to, or authority to use, AFP's intellectual property and shall cease all such use and return all intellectual property to AFP immediately. Chapter will make every reasonable effort to resolve matters within Chapter's control or purview that may adversely affect AFP's name, reputation, goodwill, and membership; Chapter shall notify AFP of such matters promptly upon becoming informed of them. In precedence over any interest of Chapter, AFP shall have the sole discretion to take such actions as it deems necessary to protect its intellectual property, reputation, goodwill and ability to serve its members.

4. Governing documents. Chapter agrees to adopt bylaws including, in substance, the provisions of the bylaws attached to this Agreement as Exhibit A. Chapter further agrees to submit all proposed changes to the bylaws to AFP for its approval at least sixty (60) days prior to the proposed date of adoption

5. Annual Report and Chapter Audits. Chapter agrees to file an annual report and financial summary with AFP, consistent with AFP policies and procedures, on or before the date specified by AFP, which report shall include any changes in the bylaws, together with such other information as AFP shall in its sole discretion require.

6. Tax-exempt Status. Chapter shall be considered to be tax exempt under the School's tax exemption and to supply all information to any party required to maintain that tax-exempt status.

7. Ethics. Chapter shall promote and encourage public awareness of, and chapter member

adherence to, the AFP Code of Ethical Principles and Standards of Professional Practice (the "Code"). Chapter acknowledges a responsibility to address ethical issues through awareness, education, and example. However, Chapter agrees that it will not offer opinions upon matters addressed by the Code, or process or otherwise address specific alleged misconduct complaints and that it will notify its members that complaints alleging violation of the AFP Code and Standards must be reported directly by an individual to the AFP Ethics Committee via the AFP President /CEO.

8. Legal Requirements. Chapter agrees to comply with all applicable State and Federal laws regulating nonprofits, and annual registration and reporting requirements.

9. Dues. Chapter agrees to determine the local dues rate for the upcoming year (the fiscal year for collegiate chapters is July 1 to June 30) and to notify AFP by March 31 of each year if the dues rate will change from that of the previous year.

10. Delivery of Membership Services. Chapter agrees to support, promote, and pursue the goals and objectives set forth by the current strategic plan of AFP, in accordance with the policies and procedures of AFP. Chapter shall support and promote the goals and objectives of the AFP Foundation.

11. Fulfillment. AFP desires the success of Chapter and will provide reasonable support, in its sole discretion, in the form of guidelines, tools, platforms and training in order to assist Chapter in the fulfillment of this agreement to the degree reasonable, including but not limited to *The AFP Collegiate Chapter Survival Guide*.

12. Dissolution. Upon dissolution, Chapter agrees to distribute its assets to the AFP Foundation for Philanthropy, or in accordance with the college or university rules for disbandment and to include a dissolution

provision in the Chapter bylaws to the same effect.

13. Term of Affiliation. The initial term of this Agreement shall be three (3) years from the effective date hereof. Provided that Chapter has complied with all applicable AFP requirements, this Agreement shall be automatically renewed for successive three-year terms, unless sooner terminated under the terms of paragraph 15.

14. Chapter Probation. If the President/CEO believes the Chapter has violated any term or condition of this Agreement, the matter may be taken to the AFP Executive Committee, which has the authority to take any action to resolve the matter, including but not limited to probation of Chapter status for up to six (6) months, revocation of Chapter status, or termination of this Agreement.

15. Termination. Either party may terminate this Agreement at any time by written notice to the other party. Such notice shall be effective on the date set forth in such notice, but in no event less than thirty days after the date of the notice. Upon any such termination or expiration of this Agreement, Chapter shall immediately return to AFP all membership and other lists, and all printed and other material bearing any reference to AFP, including all intellectual property, and immediately cease use of such intellectual property, including but not limited to the AFP name, trademarks, logo, and other brand elements. Chapter shall also return to AFP all AFP member information, financial records, and bank accounts and, if the AFP Board deems necessary, it shall conduct an audit of the Chapter's financial activities,

16. Assignment. The affiliation provided under this Agreement shall be effective only as between the parties hereto. Chapter shall not assign its rights or obligations or any aspect thereof under this Agreement without the written consent of AFP.

17. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

18. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising under the terms of this agreement shall be adjudicated in the courts of the Commonwealth of Virginia.

09/08/08

The authorized representatives of the parties have signed below:

CHAPTER NAME:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chapter President

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chapter Secretary