

Chapter Affiliation Agreement Review

The AFP Board of Directors adopted the following resolution at its meeting on July 20, 2007.

Whereas, the Chapter Affiliation Agreement is the legal document establishing the affiliation between the Association and the Chapter; and

Whereas, the Chapter Affiliation Agreement is automatically renewed in 3-year increments as long as the Chapter remains in Accord; and

Whereas, Chapter leaders may unknowingly take actions that are in violation of the provisions of the Agreement; therefore, be it

Resolved, that beginning with the 2008 Accord process, the incoming Chapter President shall be required to sign a statement certifying that he/she has read the Chapter Affiliation Agreement. ®

Note: Though the chapter should have a copy of the signed Chapter Affiliation Agreement on file, the language has been provided below for your convenience. Please ONLY return this signed page for Accord.

**Association of
Fundraising Professionals**

**ASSOCIATION OF FUNDRAISING PROFESSIONALS
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 _____ Chapter, a nonprofit corporation organized under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as “Chapter”).

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 in the State referenced above; 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. Each party shall hold the other harmless from any liability for the violation or alleged violation of any Federal, State, or other law resulting, without limitation, from decisions, acts, omissions, debts, obligations,

statements, or representations, whether made before or after the effective date or after termination of this Agreement.

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 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 compete with or be similar 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 be legally incorporated consistent with laws of the State in which it is domiciled, and to adopt articles of incorporation and 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

articles of incorporation or 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 audit (or financial review) with AFP, consistent with AFP policies and procedures, on or before the date specified by AFP, which report shall include any changes in the articles and bylaws, together with such other information as AFP shall in its sole discretion require.

6. Tax-exempt Status. Chapter agrees to be a member of AFP's "group exemption" for purposes of securing federal tax-exempt status for Chapter, and to supply all information to any party required to maintain that tax-exempt status. Chapter agrees to take all action required to maintain AFP's exemption from Federal income tax under the provisions of the Internal Revenue Code as amended, or similar provisions of other laws. Chapter specifically agrees that it will not directly or indirectly support or oppose any candidate for public office, and that it will not, except as an insubstantial part of its activities, carry on any lobbying activities or otherwise attempt to influence legislation being considered by any legislative body, except as consistent with policies and procedures of, and prior approval by, AFP.

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. Annual Information Return and Other Reporting Requirements. Chapter agrees to file a complete IRS Form 990 each year as due. Chapter will send a copy of its annual Form 990 to the AFP International Headquarters.

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

10. Liability Insurance. Chapter agrees to meet, maintain, and adhere to those requirements necessary for inclusion of Chapter's Directors and Officers in the Directors and Officers liability coverage program provided by AFP.

11. Dues. Chapter agrees to determine the local dues rate for the upcoming year and to notify AFP by August 31 of each year if the dues rate will change from that of the previous year.

12. Representation on Chapter Presidents' Council ("CPC"). To facilitate Chapter participation and involvement, leadership training, and communication, Chapter agrees to send, subject only to budgetary constraints, the Chapter President and/or President-Elect to CPC meetings and to the AFP Leadership Academy. The President shall exercise the Chapter's voting privileges, which may be delegated to the President-Elect if the President is not in attendance; in the event neither officer is able to attend, the President may vote by proxy given to the President of another AFP chapter within the same District.

13. 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.

14. 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.

15. Dissolution. Upon dissolution, Chapter agrees to distribute its assets to the AFP Foundation for Philanthropy, and to include a dissolution provision in the Chapter articles of incorporation or bylaws to the same effect.

16. Term of Affiliation. The initial term of this Agreement shall be three (3) years from the effective date hereof. Provided that Chapter has submitted all annual reports, IRS Forms 990, and other required State and/or Federal filings to the AFP International Headquarters in a timely fashion and remains in compliance with the AFP Bylaws, and all applicable AFP policies and procedures, this Agreement shall be automatically renewed for successive three-year terms, unless sooner terminated under the terms of paragraph 18.

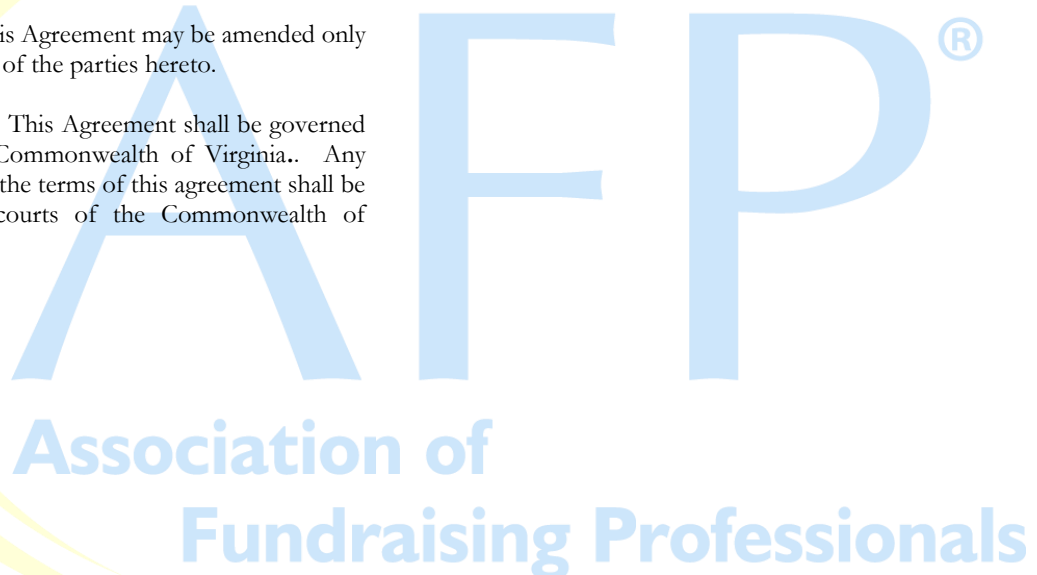
17. Chapter Probation. If the President/CEO believes the Chapter has violated any term or condition of this Agreement, the matter may be taken to the AFP Executive Committee, which has the authority to take any action to resolve the matter, including but not limited to probation of Chapter status for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

18. 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,

19. 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.

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

21. 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.



09/21/07

**ASSOCIATION OF FUNDRAISING
PROFESSIONALS
CHAPTER AFFILIATION AGREEMENT
(*Canadian 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 _____ Chapter, a nonprofit corporation organized under the laws of the Province of _____, having its principal office at _____ (hereinafter referred to as "Chapter").

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 in the Province referenced above; 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:

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liability for the violation or alleged violation of any Federal, Provincial, or other law resulting, without limitation, from decisions, acts, omissions, debts, obligations, statements, or representations, whether made before or after the effective date or after termination of this Agreement.

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 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 compete with or be similar 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 be legally incorporated consistent with laws of the Province in which it is domiciled, and to adopt articles of incorporation and 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 articles of incorporation or 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 audit (or financial review) with AFP, consistent with AFP policies and procedures, on or before the date specified by AFP, which report shall include any changes in the articles and bylaws, together with such other information as AFP shall in its sole discretion require.

6. Tax-exempt Status. Chapter agrees to make all filings, comply with all laws, and take all action required to maintain Chapter's nonprofit tax status under the applicable Federal, Provincial, and other laws of Canada.

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. Annual Tax Form and Other Reporting Requirements. Chapter agrees to file a complete Form T2, T2 Short, T1044 form, and/or other applicable tax forms each year as due. Chapter will send a copy of its annual filings to the AFP International Headquarters.

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

10. Liability Insurance. Chapter agrees to meet, maintain, and adhere to those requirements necessary for inclusion of Chapter's Directors and Officers in the Directors and Officers liability coverage program provided by AFP.

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August 31 of each year if the dues rate will change from that of the previous year.

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11/15/2007

