

AMERICAN PSYCHIATRIC NURSES ASSOCIATION CHAPTER AFFILIATION AGREEMENT

THIS CHAPTER AFFILIATION AGREEMENT (the “Agreement”) is entered into and made effective this _____ day of _____, 20__ (the “Effective Date”), by and between the AMERICAN PSYCHIATRIC NURSES ASSOCIATION, a nonprofit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“APNA”) and _____, a state membership group internal to the organizational structure of APNA (hereinafter referred to as “Chapter”).

1. Grant of Charter: APNA hereby grants to Chapter a non-exclusive charter to be a chapter of APNA. In so granting this charter, APNA recognizes that Chapter fulfills the criteria established by APNA to constitute a chapter, including the organization of a group of APNA members within a state to carry out activities on behalf of all APNA members within that state. Chapter shall represent APNA and its members in the state of _____ (the “Territory”).
2. Conduct of Chapter: Chapter agrees to conduct all chapter activities in accordance with the Chapter Rules and Regulations developed by the APNA Board of Directors (the “Rules and Regulations”), which are attached as Exhibit 1 to this Agreement and hereby made a part of this Agreement. Chapter further agrees to conduct its activities in compliance with this Agreement, APNA’s Articles of Incorporation, Bylaws, and exempt purpose and mission, and any other rules, regulations or policies established by the APNA Board of Directors.
3. Membership: Members of the Chapter must also be members in good standing of APNA. The terms and conditions of membership in APNA shall be determined exclusively by APNA and shall be set forth in APNA’s Bylaws. All APNA membership dues shall be collected directly from members by APNA.
4. Corporate Status: The Chapter warrants and agrees that it is an unincorporated internal division of APNA; Chapter further agrees that it is not an independent or separate organization. If Chapter is incorporated as of the Effective Date, Chapter agrees to take all steps necessary to dissolve its corporate status, and transfer all assets to APNA for the exclusive use of the chapter, as long as this agreement is in effect, pursuant to any guidance or requirements specified by APNA.
5. Reporting: Chapters shall report directly to the APNA Board of Directors through the APNA President. The Chapter agrees to maintain reasonable records related to all of its programs, activities and operations. The Chapter shall submit an Annual Report to the APNA Board of Directors pursuant to the Rules and Regulations.
6. Intellectual Property: In accordance with APNA’s grant to Chapter to be a chapter of APNA in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use the name “American Psychiatric Nurses Association,” acronym “APNA,” logo of APNA, and other APNA trademarks, service marks, trade names, and logos

(hereinafter collectively referred to as the “Intellectual Property”), in or in connection with Chapter’s name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and the written guidelines attached hereto as Exhibit 2 and hereby made a part of this Agreement, and any additional guidelines subsequently provided to Chapter by APNA. All use of the Intellectual Property by the Chapter is subject to the review and approval of the APNA Executive Director on behalf of the APNA Board of Directors, and Chapter shall not permit a third party to use the Intellectual Property without APNA’s express prior written approval. The Intellectual Property is and shall remain at all times the sole and exclusive property of APNA.

7. Infrastructure and Services: APNA will provide certain services to enable the Chapter to establish an infrastructure and conduct its activities. These services will be coordinated through the APNA Executive Director and will include those services set forth on the list of services attached hereto as Exhibit 3, and hereby made a part of this Agreement. The APNA Board of Directors reserves the right to modify the services provided by APNA from time to time in its sole discretion.
8. Tax-Exempt Status and Liability Insurance: As an internal division of APNA, Chapter will be included under the umbrella of APNA’s tax-exempt status as long as the Chapter complies with the terms of this Agreement. Chapter will be included under the umbrella of APNA’s general office liability insurance provided that Chapter complies with the terms of this Agreement and APNA has such insurance in effect for itself and for its chapters.
9. Term and Termination: The term of this Agreement shall commence on the Effective Date set forth above and shall continue until suspended by APNA or surrendered by Chapter. APNA, through its Board of Directors, shall have the authority to suspend the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement, or the APNA Bylaws, in accordance with the Chapter Suspension Policy attached as Exhibit 4 and hereby made a part of this Agreement. Chapter may surrender its charter by delivering to APNA written notice of its intention to do so no less than sixty (60) days in advance of the effective date of such surrender.
10. Miscellaneous: This Agreement and the attachments hereto constitute the entire agreement between APNA and the Chapter, and may be amended only in a written amendment signed by both parties. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

American Psychiatric Nurses Association

CHAPTER

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Exhibit 1

Chapter Rules and Regulations

Exhibit 2

Chapter Name and Logo Policy

Exhibit 3

Services Provided to Chapters

Exhibit 4

Chapter Suspension Policy