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INTERNATIONAL ASSOCIATION OF WORKFORCE PROFESSIONALS CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement (hereafter "Agreement") is made this the 26th day of December, 2017 by and between the International Association of Workforce Professionals, Inc. (hereinafter "IAWP") and the Illinois Chapter of the International Association of Workforce Professionals (hereinafter "Chapter").

RECITALS

WHEREAS, IAWP is a 501(c)(6) tax exempt organization;

WHEREAS, the IAWP shall foster the following and related purposes, namely:

To enhance the individual competence, knowledge and proficiency of members interested in all occupations in the Workforce Development field.

To provide an international forum for the exchange of information.

To support administrators in carrying out programs, and to assist in the continued improvement of the administration of programs and services.

To promote public and legislative awareness of the skillful services provided by the personnel of these programs.

To provide information to members on proposed legislation and policy matters affecting these programs.

To foster a closer working relationship with organizations that have common concerns regarding the improvement of the Workforce Development field.

To contribute toward the advancement of peace, goodwill, and international understanding through world fellowship among persons interested in these programs.

WHEREAS, the Chapter agrees to abide by and support the IAWP purpose and objectives to the fullest extent possible by encouraging its members to participate in IAWP activities, promote IAWP membership, and provide IAWP services and education at the chapter level, with the goal of bringing together individuals who are geographically proximate to one another in order to form dynamic networks furthering IAWP's mission and purpose;

WHEREAS, the Chapter agrees that it will not adopt any other purpose that detracts from or conflicts with IAWP's mission, purpose, or tax exempt status;

WHEREAS, IAWP and the Chapter both have a vested interest in the success and growth of the organization at all levels; and

WHEREAS, the Chapter and IAWP have determined that it is in their best interests to enter into this Agreement in order to set forth in writing the terms and conditions of their affiliation.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

The Recitals set forth above are incorporated in and made a part of this Agreement.

GRANTS TO THE CHAPTER

Affiliation - IAWP hereby grants to the Chapter the non-exclusive right to be known as an affiliate of IAWP in the State of Illinois subject to the terms and conditions of this Agreement.

Intellectual Property and Trademark - IAWP provides a limited, nonexclusive, royalty-free license to the Chapter to use the IAWP name, logo and acronym, (or any successor name or logo adopted while this Agreement is in effect), and any and all trademarks or service marks, which IAWP now or in the future owns and extends to the Chapter under this Agreement (the "IAWP Marks").

The Chapter agrees not to use, or permit any person or entity to use, the IAWP Marks, or copyrighted materials of IAWP without IAWP's prior written consent, other than limited use of the IAWP Marks or copyrighted materials in connection with performance by the Chapter of the specific activities authorized under this Agreement.

The Chapter shall not register any trademark or service mark that contains any part of the IAWP Marks or is substantially similar to any of the IAWP Marks.

RELATIONSHIP OF THE PARTIES

IAWP and the Chapter agree to maintain a cooperative and supportive relationship. IAWP and the Chapter expect and desire that each shall support, assist and/or participate with the other with respect to all matters of common interest that further the fundamental and primary purposes of each.

IAWP and the Chapter are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party represent itself to be acting in any of these capacities.

Neither IAWP nor the Chapter shall have the right to obligate the other party in any manner and shall not make, or represent that it has the power to make, any agreement, express or implied, on behalf of the other.

OBLIGATIONS OF IAWP

Business Conduct - IAWP agrees to conduct business in accordance with the policies and procedures established by IAWP's Bylaws, the Board Procedure Handbook, the IAWP Code of Conduct, the provisions of this Agreement, and the direction of the IAWP Board of Directors (the "IAWP Board").

Chapter Resources - IAWP agrees to develop and maintain resources for the benefit of the Chapters. (i.e. model forms and templates for bylaws, conflict of interest, training materials, minutes, etc.)

OBLIGATIONS OF THE CHAPTER

Business Conduct - The Chapter agrees to conduct business in accordance with the IAWP Bylaws, mission and purpose, Standing Rules, the provisions of this Agreement, and the policies and procedures established by the IAWP Board from time to time. The Chapter shall ensure that all of its activities promote IAWP's 501(c)(6) mission.

The Chapter shall have a minimum of two (2) elected officers, including a President and a Treasurer. One member may not fill both positions, and an officer may not remain in the same position for more than four (4) years.

Chapters are encouraged to identify additional officers, as needed.

Activities and Purposes - The Chapter shall endeavor to sponsor programs and activities that fulfill the purposes and objectives of IAWP as listed in the Board Policy Procedure Handbook. IAWP may send appointed representatives to observe such programs and activities.

Legal Compliance and Records - The Chapter agrees to comply with all federal, state and local anti-trust, trade regulation, and tax laws, as well as any and all other applicable laws, regulations, and ordinances.

The Chapter agrees to maintain suitable records of all business transactions including financial records.

The Chapter shall keep minutes for all member and Board meetings. Chapter minutes should be in substantially the same form as the form minutes provided to the Chapter by IAWP.

The Chapter shall adopt the policies set forth in Exhibit A, which include conflict of interest, non-discrimination, anti-harassment and whistleblower policies.

The Chapter shall adopt Bylaws and other governance documents that are substantially similar to the form Bylaws and other governance documents provided to the Chapter by IAWP, and found in Exhibit B. Any material changes or amendments to Chapter Bylaws shall be approved by the IAWP Executive Director prior to adoption.

Bank Account - The Chapter must have a non-personal chapter bank account.

Reporting - The Chapter agrees to file with IAWP an annual report which shall be due on or before June 30 of each year, or as otherwise specified by IAWP (the "Annual Report"). The annual report will include a list of officers, roster of current members, operating plan, bylaws and guiding documents, most recent financial report, and examples of communications as well as all other such information as IAWP shall reasonably require of the Chapter.

Chapters are required to report any change in officers to IAWP within 30 days. The information shall include the new officer's name, title, phone, email, and mailing address.

Additionally, from time to time, IAWP may request certain information from the Chapter in order to obtain and maintain tax exempt status. The Chapter agrees to provide this information to IAWP within thirty (30) days of such a request.

MEMBERSHIP

IAWP members may affiliate with an IAWP chapter, or not, at their discretion. All Chapter members must be a member of IAWP.

IAWP establishes IAWP membership classifications, categories, and dues. Chapters may not create any additional membership classifications, categories, or dues without first receiving written permission from the IAWP Executive Director.

The IAWP board designates a portion of dues as a rebate to chapters. For members joining through IAWP, IAWP will return the rebate portion of dues to chapter at least on a quarterly basis with a membership list. For members joining through a chapter, the Chapter will transmit membership data and the IAWP portion of the dues at least once per quarter.

An accurate and up-to-date list of Chapter members (the "Chapter List") shall be maintained by IAWP and made accessible to the Chapter leaders. This information shall be considered confidential information subject to the confidentiality terms of this Agreement.

The Chapter List shall be available to the Chapter for use in contacting its members for matters related to Chapter business or in furtherance of IAWP's Purpose.

The Chapter and the Chapter leaders shall follow IAWP guidelines regarding Chapter List usage, and may not sell, rent, or provide the Chapter List to any third party, without IAWP's prior written consent. Additionally, no Chapter officer or member may use the Chapter list for solicitations or advertising of non-Chapter business.

FUNDRAISING

With the exception of membership, the Chapter is encouraged to seek alternative funding or sponsorship as needed to support local activities and events. Gifts to the Chapter may be deductible as an ordinary business expense but are not tax-deductible, and the Chapter should not imply that such gifts are tax-deductible, unless otherwise advised in writing by IAWP.

The Chapter and IAWP shall keep each other informed of existing corporate sponsors and applications by new corporate sponsors. To the extent there is overlap between the Chapter and IAWP sponsors, the Chapter and IAWP will coordinate sponsorship matters. The Chapter will be clear in all communications with sponsors or potential sponsors that gifts to the Chapter do not imply any benefits at the national level.

Upon request to and approval by the IAWP Executive Director, IAWP and the Chapter can work together to fundraise for local projects.

POLITICAL LOBBYING

The Chapter may not promote, promulgate, nor represent views on public issues as being endorsed by the IAWP unless authorized by the Executive Director. Without authorization, such personal views may not be disseminated to the general public nor to government officials using IAWP letterhead, IAWP position titles, or in any way giving the appearance of IAWP endorsement.

The Chapter shall not endorse or support any candidates for political office.

CONFIDENTIALITY

The Chapter and its leadership agree to maintain the confidentiality of any Confidential Information provided to it by IAWP on or after the date hereof.

The term "Confidential Information" shall include, without limitation, the following types of information or other information of similar nature (whether or not reduced to writing or designated as confidential):

- Information relating to IAWP generally;
- Specific IAWP business plans, committee and Board activities, internal and financial information, membership, and communication information and strategy; and
- Any other information related to IAWP's business that is not in the public domain and/or that is customarily considered within the industry and profession to be confidential.

Confidential Information shall not consist of information that:

- Was in the Chapter's possession on or before the date that it received such information from

IAWP;

- Was received by the Chapter from another third party that was not known to the Chapter to be under any obligation of confidentiality to IAWP;
- Was, is, or becomes public knowledge other than by a breach of confidentiality by the Chapter; or
- Anything that the Chapter develops on its own without any resources from IAWP.

TAX REQUIREMENTS

The Chapter shall have the same fiscal year as IAWP, which is January 1 to December 31.

The Chapter shall annually prepare and file all required federal and state tax returns.

The Chapter will send IAWP a copy of all tax returns within 30 days of filing, and as part of the Annual Report.

INDEMNIFICATION

The Chapter hereby indemnifies and holds harmless IAWP and its officers, directors, employees and members (the "IAWP Indemnified Parties") from any and all liabilities, obligations, losses, damages, costs, expenses, claims, penalties, lawsuits, proceedings, actions, judgments, disbursements of any kind whatsoever, interest, fines, settlements, and reasonable attorney's fees and expenses that the IAWP Indemnified Parties may incur, sustain, or become subject to arising out of, or in connection with:

- 1) The Chapter's breach of this Agreement; or
- 2) Any act or omission by the Chapter or any of its officers, directors, members, employees, or agents thereof.

IAWP hereby indemnifies and holds harmless the Chapter and its officers, directors, and employees (the "Chapter Indemnified Parties") from any and all liabilities, obligations, losses, damages, costs, expenses, claims, penalties, lawsuits, proceedings, actions, judgments, disbursements of any kind whatsoever, interest, fines, settlements, and reasonable attorney's fees and expenses that the Chapter Indemnified Parties may incur, sustain, or become subject to arising out of, or in connection with:

- 1) IAWP's breach of this Agreement; or
- 2) any act or omission by IAWP or any of its officers, directors, members, employees, or agents thereof.

This section shall survive the termination of this Agreement.

INSURANCE

IAWP may, to the extent reasonable and practical, as determined solely by the IAWP Board, obtain and maintain General Liability, and Director and Officer Insurance for the Chapter. A copy of the IAWP policies shall be provided to the Chapter.

In the event that the IAWP Board determines that it is no longer able to maintain such coverage, it will notify the Chapter at least sixty (60) days in advance of any changes to a policy.

TERMINATION, PROBATION, AND INACTIVITY

Either IAWP or the Chapter may terminate this Agreement upon sixty (60) days' prior written notice to the other party. Either IAWP or the Chapter may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, dissolution, fraud, willful misconduct, or material breach of this Agreement.

Except as otherwise stated herein, upon termination of this Agreement, neither party shall have further responsibility under this Agreement and the Chapter agrees that it shall:

- Become immediately and completely disaffiliated with IAWP;
- No longer represent itself as being connected with IAWP; and
- Cease all use of the IAWP Marks and copyrighted materials.

Additionally, in the event that the Chapter fails to meet the requirements set forth in this Agreement, the IAWP Board Procedure Handbook or other IAWP policies and procedures, the Chapter may be placed on probationary or inactive status pursuant to the terms and conditions set forth in the IAWP Board Procedure Handbook.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

SIGNING AUTHORITY

Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY

This Agreement constitutes the entire Agreement between IAWP and the Chapter with respect to the subject matter contained herein and may only be amended in writing executed by both parties. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain enforceable.

GOVERNING LAW AND VENUE


This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the competent courts of the Commonwealth of Virginia and shall be properly filed within any court of competent jurisdiction located in the Commonwealth of Virginia.

COUNTERPARTS

This Agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

INTERNATIONAL ASSOCIATION OF
WORKFORCE PROFESSIONALS, INC.

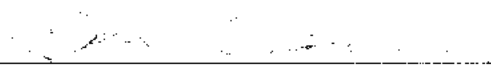


Steve Bent
Executive Director

12/27/17

Date

CHAPTER
OF THE INTERNATIONAL ASSOCIATION
OF WORKFORCE PROFESSIONALS, INC.



By: _____
Chapter President

Date