



AMERICAN PROFESSIONAL SOCIETY ON THE ABUSE OF CHILDREN STATE CHAPTER AFFILIATION AGREEMENT

This document establishes the agreement between The American Professional Society on the Abuse of Children (APSAC) and _____ State Chapter for the latter to be an official chapter of APSAC.

This agreement is in effect for a 3-year period.

APSAC Mission involves a strong commitment to:

- Preventing child maltreatment
- Eliminating the recurrence of child maltreatment
- Providing professional education that promotes effective, culturally sensitive, and interdisciplinary approaches to the identification, intervention, treatment, and prevention of child abuse and neglect
- Promoting research and guidelines to inform professional practice
- Connecting professionals from the many disciplines to promote the best response to child maltreatment
- Ensuring that America's public policy concerning child maltreatment is well informed and constructive
- Educating the public about child abuse and neglect

As an APSAC Chapter, the _____ State Chapter embraces this national mission and vision and accepts its important role as a vital part of this nationwide commitment. The State Chapter and APSAC are committed to maintaining the highest quality possible in our work and to implementing our work with a clear commitment to ethical standards as prescribed by APSAC.

This Affiliation Agreement (“Agreement”) is made and entered into this _____ day of _____, _____, and will terminate on the ____ day of _____, _____. by and between APSAC, a not-for-profit corporation and the state corporation. Now, therefore, in consideration of the foregoing and of the mutual premises contained herein, the parties agree as follows:

I. DEFINITIONS

These provisions define certain terms appearing throughout the Agreement.

- a. “Business” means the delivery of activities directly related to APSAC’s mission and goals.
- b. “Chapter policies” means APSAC policies governing the formation, operation and revocation of Chapters. APSAC’s Board may adopt new or revised policies from time to time, subject to Section V of the agreement.



- c. "Service Area" means the applicable state or region.
- d. "Service Marks" mean the service marks "American Professional Society on the Abuse of Children", "APSAC" and the APSAC logo, in the forms covered by APSAC's applications for registration and all variations adopted by Chapters, as permitted by the terms of Agreement.

II. RIGHT TO USE SERVICE MARKS

These provisions set forth the terms and conditions of the Chapter's right to use the Service Marks:

- a. APSAC grants to the Chapter in good standing a nonexclusive right without royalty to use the Service Marks in the Service Area in connection with the Chapter's business; provided that such Service Marks are preceded by the Chapter's state or regional name.
- b. During the term of the Agreement, the Chapter must continue to use a corporate name consistent with the provision above.
- c. Any variation on the form of usage set forth above requires prior written consent of APSAC
- d. The Chapter agrees that the phrase "an independent affiliate of APSAC" will appear in conjunction with the Service marks on all Chapter materials.
- e. Finally, the Chapter acknowledges and agrees not to challenge APSAC's exclusive ownership of the Service Marks and the good will associated with them.

III. REPRESENTATIONS AND WARRANTIES

These provisions specify representations and warranties of each party to the other relating primarily to their legal status and authority to enter into the Agreement.

These provisions assert that each party:

- a. Is a valid existing corporation;
- b. Is or will soon become federally tax-exempt under 501(c)(3) of the IRS tax code and will retain such status for the duration of the Agreement;
- c. Has the requisite authority to enter into the Agreement;
- d. Recognizes that this is a valid, binding and enforceable Agreement; and affirms that this Agreement does not conflict with any previous binding commitments.



IV. CONDUCT OF BUSINESS

These provisions set forth the rights and obligations of the parties with respect to the conduct of the Chapter's business.

- a. Business conducted under the Service Marks is restricted to Business as defined in Section I. Any commercial venture engaged in by the Chapter, as part of the Business, requires APSAC's prior reasonable consent. The Chapter may not engage in any commercial venture, which is inconsistent with APSAC's mission and goals.
- b. The Chapter will restrict its Business to the Service Area, and will not promote its Business outside the Service Area. The Chapter will use its best efforts to limit fundraising efforts to the Service area. However, the Chapter may solicit donors with significant business operations in its state or region if:
 1. Such donors have previously donated to APSAC through its Service Area office or
 2. The Chapter obtains APSAC's prior reasonable approval, based on APSAC's judgment that such solicitation will not interfere with APSAC's national fundraising.
- c. The Chapter agrees to conduct its Business in compliance with APSAC's Chapter Policies and in substantial compliance with all applicable laws.
- d. The Chapter agrees that members of the Chapter must be in compliance with APSAC bylaws and policies. Also, each director and officer of the Chapter must be in compliance at all times with Standards of Conduct appropriate for APSAC's members as set forth in Article III, Section 1 of APSAC's bylaws, as amended.
- e. In order to ensure consistency and uniform quality, APSAC shall have the right, at reasonable intervals and upon reasonable prior written notice, to inspect State Chapter operations. APSAC shall also have the right to review copies of all materials provided by State Chapters to the public or used in conducting the State Chapter's business. At APSAC's request, State Chapters will provide copies of such materials to APSAC for its review.

V. AFFILIATION AND COOPERATION – STATE CHAPTERS

These provisions relate to a variety of matters arising under the cooperative relationship between State Chapters and APSAC.

- a. The Board of Directors of APSAC may make changes from time to time in Chapter Policies; input from State Chapters will go into the decision-making regarding such changes in Chapter Policies.



- b. The Chapter shall recognize and not disparage APSAC's national and international standing in the development of programs and activities relating to promoting education, research, and professional intervention regarding child maltreatment.
- c. Both parties agree to confer from time to time for the purpose of sharing information on organizational development.
- d. The Chapter is responsible for reasonable expenses associated with such training that goes beyond phone calls, faxes, or e-mail.
- e. The following language must appear in all brochures, mailings or other materials related to the Chapter's Business:

"APSAC members represent a broad diversity of professional disciplines, geographic locations and conceptual orientations. Membership in APSAC or in _____ in no way constitutes an endorsement by APSAC or _____ of any member's level of expertise or scope of professional competence."

- f. The following provision must appear in all membership applications and materials of the Chapter; each member of the Chapter must certify compliance with such provisions as a condition of membership:

"In advertising professional services, no member shall utilize the APSAC or _____ name or logo, or state or imply that APSAC or _____ has certified his or her professional competence."

- g. Applying Chapters must be in compliance on a continuing basis with the Standards and Conduct appropriate for Society members, including, but not limited to, the professional and ethical standards of, and all laws, and regulations relating to their respective professions or fields.
- h. During the term of this Agreement, State Chapters may collect independent State Chapter dues up to an amount not to exceed \$30.00 per member. These members will be reflected in the annual state chapter report. Member in the APSAC conveys automatic membership in the State Chapter.
- i. For those individuals who choose to only join a State Chapter, the Chapter will responsible for accounting, collecting and tracking State Chapter dues. These members will be reflected in the annual state chapter report.
- j. After a period of two years (2007-2009) dues collection will be reviewed by the State Chapter Committee and in consultation with State Chapters and a



recommendation made to the APSAC Board of Directors to continue or terminate this provision.

- k. State Chapters agree to endorse and actively recruit members to join the National Organization.
- l. Active State Chapters, who provide an annual report, may submit a request for funding assistance to the State Chapter Committee that delineates the Chapter's:
 - need for funding,
 - proposed plans for use of the funds, and
 - a budget, which outlines how the funds will be spent.

A State Chapter Activity Fund Request form will be available in the State Chapter Guidelines (available summer 2007).

The State Chapter Committee will review these requests and make recommendations to the Executive Committee of APSAC. Grant requests may not exceed the average amount previously rebated to states (2003-2006), or approximately \$15.00 per APSAC member.

- m. With the submission of an appropriate plan and budget, new State Chapters may apply for start up funds up to an amount not to exceed \$1000.00. This request must be accompanied by a plan indicating the use of funds.

A new State Chapter Start-up Funds Request Form will be available in the State Chapter Guidelines.
- n. State Chapters agree to provide APSAC with a written annual report summarizing all major events and activities conducted during the calendar year to which such report relates and including such other information about the State Chapter's Business. State Chapters are not required to provide financial records. The report is due December 15th of each year so that it can be presented to the National Board during its annual January meeting.

The State Chapter Annual Report Form will be available in the State Chapter Guidelines (available online).

- o. State Chapters will provide to APSAC contact information for their President and Board members at least annually or at any time that a leadership change occurs. These will be listed on the APSAC website.

APSAC through its corporate office will provide support to State Chapters providing:



- Provide a grant fund (amount to be determined by the APSAC Board of Directors on an annual basis) for the support of State Chapter activities
- Access to the APSAC website
- Up to-date membership lists by geographic area
- Regular communication by the State Chapter Committee via telephone or e-mail
- Technical assistance with regional trainings
- Assistance with organization of new Chapters
- APSAC shall provide, upon the Chapter's request, limited consultation on Chapter development via telephone, fax or e-mail

VI. PROTECTION OF SERVICE MARKS

These provisions set forth the rights and obligations of the Chapter and APSAC with respect to the protection of APSAC's service marks.

- a. APSAC agrees to use its best efforts to obtain and maintain registrations for the Service Marks.
- b. The Chapter agrees to take proper actions, such as using appropriate statutory notice of trademark registration, to protect the Service Marks from infringement.
- c. The Chapter must notify APSAC if it becomes aware of any third party infringement. Initially, APSAC has the right to determine whether actions should be taken to protect the Service Marks. If requested by APSAC, the Chapter will join with APSAC in such actions. Alternatively, if APSAC fails to take appropriate actions, the Chapter has the right to take such actions and, if necessary to maintain suit. APSAC will join such suit as a party. Any recovery resulting from such actions will be shared between APSAC and the Chapter in proportion to the costs incurred.

VII. TERMINATION

These provisions relate to the length, renewal and termination of the Agreement.

- a. The Agreement is effective as of the date it is signed and dated.
- b. The Agreement is in effect, provided that the Chapter is not in material breach or default under the Agreement and is making sufficient use of the Service Marks to maintain APSAC's rights in the Service Marks Area. APSAC may terminate this Agreement upon thirty days notice as it applies to any Service Mark if the Chapter discontinues the use of such Service Mark if a State Chapter loses its 501(c)(3) status; or if a State Chapter remains inactive for a period of one year; or if a State Chapter discontinues the use of such Service Mark for a continuous one-year period. The Executive Committee reserves the right to amend this agreement as needed upon notification of all parties.



- c. Upon either party's material breach of or default under the Agreement, which shall remain uncured by such party thirty days after the other party provides written notice, such other party shall have the right to terminate the Agreement.
- d. The Agreement shall be terminated, without prior notice, if:
 - i. A bankruptcy or similar proceeding is commenced by or against the Chapter, or
 - ii. A proceeding seeking to liquidate, wind up or compose the Chapter or its debts is initiated, and such proceedings remain undismissed or unstayed for a period of ninety days.
- e. Termination of the right to use the Service Marks under these provisions is without prejudice to any rights, which either party may otherwise have against the other.
- f. Following the termination, the Chapter may continue to use the Service Marks for up to ninety days, solely for the purposes of winding up its affairs or allowing a reasonable transition period.

VIII. ASSIGNABILITY

The right to assign this agreement to the Chapter's corporate successors or to a purchaser of all or substantially all of the Chapter's assets is retained solely by the Board of Directors of APSAC and assignment is made only by the Board.

IX. NOTICES

These provisions set forth where notice is to be delivered, and when notice is effective, for purposes of the Agreement.

American Professional Society on the Abuse of Children
350 Poplar Avenue.
Elmhurst, IL 60126

State Chapter
Address
City, State, Zip Code



X. MISCELLANEOUS

- a. Nothing in this agreement should be construed as placing the parties in relationship of partners or joint ventures and State Chapters have no right or authority, express or implied, to create any obligations or responsibility of APSAC.

- b. If any term or provision of the Agreement is held to be invalid or unenforceable by reason of any rule of law or public policy, this Agreement shall be deemed amended to delete the term or provision held to be invalid or unenforceable. All other remaining terms and provisions shall remain in full force and effect. If any provision is inapplicable to any circumstance, it shall nevertheless remain applicable to all other circumstances.

SIGNATURES

APSAC President

Date

Witness to Signature

Date

State Chapter President

Date

Witness to Signature

Date