

## URISA CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Urban and Regional Information Systems Association (URISA), a 501(c)3 nonprofit corporation, with its principal place of business at 701 Lee Street, Suite 680, Des Plaines, Illinois 60016, and the \_\_\_\_\_ Chapter of the Urban and Regional Information Systems Association (the "Chapter"), with its principal place of business at \_\_\_\_\_.

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:

### **I. Grant of Charter to Chapter.**

- A. Charter. URISA hereby grants to the Chapter a non-exclusive charter to be a chapter of URISA. In accordance therewith, Chapter is required to use the name "Urban and Regional Information Systems Association," "URISA" and logo of URISA in or in connection with Chapter's name, acronym and logo, with the authority to use such marks in connection with Chapter's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by URISA.
- B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by URISA or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender.
- C. Territory. Chapter shall represent URISA as URISA's affiliate in \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with URISA's mission and purposes as set forth in URISA's Constitution and Bylaws or as otherwise established by URISA's Board of Directors. The URISA Board of Directors has the sole authority to amend the Chapter Territory boundary and may do so from time to time at its sole discretion for the purposes of extending the benefits of URISA to additional members and/or maintaining Chapter viability. However, Chapter may request the amendment of its territory boundaries subject to approval by the URISA Board of Directors at its sole discretion.
- D. Authorized Activities. URISA specifically authorizes Chapter to conduct activities within the Territory that are consistent with the mission and purposes of URISA. In conducting those activities, the Chapter shall abide by and promote the purposes and objectives of URISA as set forth in the URISA Constitution, Bylaws, and Policy Manual (the "Governing Documents"). The Chapter shall conduct all activities in a manner to uphold the highest professional and ethical standards of the profession and URISA. The Chapter shall:
1. Promote and support the mission, vision, and strategic planning objectives of URISA in the local geospatial professional community.
  2. Promote and encourage the growth of the geospatial profession and the improvement of geospatial professional practices.

3. Promote geospatial education through relationships with academic institutions and student organizations.
4. Promote regional activities for URISA members.
5. The Chapter may collect fees from activities within the Territory.

## **II. Membership.**

- A. Membership in URISA is a prerequisite to Chapter membership. Chapter membership will be required of all URISA members. URISA Membership categories and terms and conditions of membership in URISA shall be determined exclusively by URISA as set forth in URISA's bylaws. All members of URISA currently in good standing and located within a Chapter's assigned geographical territory, as defined by URISA, shall be members of that Chapter.
- B. A Chapter must maintain a minimum active membership of ten individual category URISA members, including the Chapter officers, to be eligible to be chartered as a URISA Chapter. No person, firm, organization, or other entity shall be considered a Chapter member or be accorded any privilege or benefit of membership who is not a member in good standing of URISA.
- C. The Chapter may charge Chapter dues to members as approved by the URISA Board of Directors. The Chapter may only charge for individual membership dues. Any change to dues assessments must be approved by the URISA Board of Directors.

## **III. Obligations of URISA.**

URISA's obligations under this Agreement, as funding and resources allow, include:

- A. Assisting local members in hosting regional events, as forums for professional development, advocacy, and networking. Chapters may request additional resources for chapter events from URISA. Proposals for event support and requests for resources shall be submitted by the chapter no later than 60 days prior to the event. Event proposals shall require approval by the URISA Board of Directors. URISA shall provide general liability insurance coverage for Chapter events.
- B. Assisting in the formal establishment of a chartered regional chapter for URISA members as the most direct form of outreach when there is assurance that the critical mass of membership and the capacity for sustained interest and leadership exists to maintain an active chapter of URISA.
- C. All Chapter dues shall be collected by URISA through a single member management system, operated by URISA. URISA will deposit Chapter dues into a restricted account solely established to collect and disburse Chapter dues. URISA shall provide each chapter with a statement of accounts on a quarterly basis.
- D. Providing administrative support and operational guidance/direction, particularly with regard to fiscal, insurance, membership, certification, educational programs, and other matters requiring coordination with the international program.
- E. Providing reimbursement, annually, to Chapter for required, annual filing of state and federal organization filings. Requests for reimbursement and approval of reimbursement will be made to the URISA Board of Directors.

- F. Providing annual report card of activities, strategic planning goals and objectives, and financial disclosure to the Chapter Boards of Directors.
- G. Providing lists of Chapter members on a quarterly basis.

#### **IV. Obligations of Chapter.**

Chapter's obligations under this Agreement shall include:

- A. Corporate and Tax Status. Chapter warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing, and is and shall remain exempt from federal income tax under Sections 501(c)6 or 501(c)3 of the Internal Revenue Code.
- B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of URISA, Chapter heretofore provided to URISA, and URISA provided its approval to, the Articles of Incorporation and Bylaws of Chapter. Such Chapter Bylaws are, and shall remain, consistent in all material respects with the Model Bylaws contained in the URISA Governing Documents and incorporated by reference herein. Any amendments to Chapter's Articles of Incorporation or Bylaws must first be submitted to, and approved by, the URISA Board of Directors. Chapter shall have as its purposes those set forth in the Governing Documents and incorporated here by reference, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in the Governing Documents (all of which are incorporated by reference herein).
- C. Governance. The Chapter shall be governed by a Chapter-elected Board of Directors and officers consisting of Chapter members in accordance with the Chapter Bylaws.
- D. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status, as required by applicable law.
- E. Tax Exempt Activity Limitations. URISA is prohibited from engaging in certain activities that are specified in the applicable tax laws. For example, and not by way of limitation, URISA as a tax exempt organization is prohibited from participating in or intervening in any political campaign on behalf of or in opposition to a candidate for public office. The Chapter shall not engage in activities that are not tax exempt under IRS 501(c)(6) or 501(c)3 and shall seek guidance from URISA in connection with Chapter activities and the applicability of IRS 501(c)(6) or 501(c)3.
- F. Recordkeeping, Reporting and Inspection. The Chapter shall establish and maintain a bank account or accounts and financial records of all income and expenses. Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to URISA copies of its Articles of Incorporation, Bylaws and tax exemption determination letter from the Internal Revenue Service, as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). Chapter shall maintain appropriate records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to URISA summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of

URISA and at URISA's expense, Chapter shall permit URISA or URISA's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. Alternatively, Chapter shall send to URISA copies of such records.

- G. Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of URISA, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through URISA in support of such programs and activities. Chapter shall send to URISA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. Chapter shall coordinate events with URISA to avoid conflict with URISA conferences and events. URISA may send representatives to observe such programs and activities. URISA shall be responsible for all fees and expenses associated with observing such programs and activities.
- H. Government Affairs Efforts. Chapter shall endeavor to conduct government affairs efforts and advocacy within the Territory consistent with the purposes and objectives of URISA. In performing this function, Chapter shall work with URISA in order to ensure national consistency in these efforts. Chapters are prohibited from involvement in election campaigns.

V. **Intellectual Property and Confidential Information.**

- A. Limited License. In accordance with URISA's non-exclusive grant to the Chapter to be a chapter of URISA in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Urban and Regional Information Systems Association," "URISA," logo of URISA, and other URISA trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"); (ii) URISA's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of URISA located within the Territory (hereinafter collectively referred to as the "Membership List"); and (iii) all copyrighted or proprietary information and materials provided by URISA to Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, Mailing List, and Proprietary Information are 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 any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by URISA.
1. The Intellectual Property is and shall remain at all times the sole and exclusive property of URISA. The Intellectual Property may be used by Chapter of URISA if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by URISA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by URISA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by URISA in its sole discretion.
  2. URISA's logo may not be revised or altered in any way, without prior, written approval from the URISA Board of Directors. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of URISA.

3. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without URISA's express prior written approval. Chapter shall not sell or trade the Intellectual Property without URISA's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of URISA, discredits URISA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between URISA and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from URISA.
4. Chapter shall maintain the confidentiality of the Membership List and shall not sell, trade, transmit, or otherwise disseminate the Membership List, in whole or in part, to any third party without the express prior written approval of URISA.
5. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to any guidelines that URISA may prescribe.
6. URISA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. URISA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
7. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

## **VI. Relationship of Parties.**

The relationship of URISA and Chapter to each other is that of independent contractors. Nothing herein shall create any URISA, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that Chapter is an agent of URISA.

## **VII. Indemnification.**

Chapter shall indemnify, save and hold harmless URISA, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to URISA of costs and expenses as they occur. URISA shall promptly notify Chapter upon receipt of any Claim and shall grant to Chapter the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

URISA shall indemnify, save and hold harmless the Chapter, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by URISA or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by URISA in this Agreement. This indemnity shall require URISA to provide payment to Chapter of costs and expenses as they occur. Chapter shall promptly notify URISA upon receipt of any Claim and shall grant to URISA the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

#### **VIII. Revocation or Surrender of Charter.**

- A. Revocation of Charter. The charter granted by URISA to the Chapter hereunder shall remain in full force and effect unless and until revoked by URISA or surrendered by Chapter in accordance with the provisions of this Agreement. URISA, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement. Failure to meet stated Chapter Charter requirements, to follow administrative procedures, or to maintain a level of activity and leadership consistent with the objectives of URISA regional chapters are grounds for termination by the URISA Board of Directors.

Any decision by URISA to revoke Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; however, URISA shall provide Chapter with a minimum of thirty (30) days from the date of such notice to respond. Cure for all outstanding problems must be initiated with the Chapter's response to the notification and be totally corrected within ninety (90) days from notification. In the event that URISA determines, in its sole discretion, that Chapter has not corrected the condition leading to URISA's decision to revoke Chapter's charter, URISA shall so notify Chapter in writing. URISA's decision shall become final unless, within thirty (30) days of its receipt of written notice from URISA, Chapter delivers to URISA a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of URISA pursuant to the applicable rules or procedures prescribed by URISA's Board of Directors. The decision of URISA's Board of Directors upon such appeal shall be final and not subject to further appeal.

- B. Surrender of Charter. Chapter may surrender its charter by delivering to URISA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.
- C. Effect of Revocation or Surrender of Charter. In the event Chapter's charter is revoked or surrendered, Chapter agrees to promptly dissolve its corporate status pursuant to applicable law and to provide the URISA Board of Directors with proof of such dissolution from the Secretary of State or appropriate state business records agency within ninety (90) days of such revocation or surrender.

#### **IX. Miscellaneous.**

- A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

- B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Illinois.

Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

- E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Illinois. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Illinois.
- F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- I. Counterparts. 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.
- J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to URISA: 701 Lee Street, Suite 680  
Des Plaines, Illinois 60016  
Attn: Wendy Nelson, Executive  
Director Fax: 847-824-6363

If to Chapter: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Urban and Regional Information Systems Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

Chapter of Urban and Regional Information Systems Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_