

SFPE AFFILIATE CHAPTER AGREEMENT

This Agreement is between SFPE and _____ (“Affiliate”)

Shared Purpose, Values and Principals

Our vision is to define, develop, and advance the use of engineering best practices; expand the scientific and technical knowledge base; and educate the global fire safety community, in order to reduce fire risk.

Shared Values/Principles

- Alignment – Focus energy and resources on shared vision & mission.
- Collaboration – Develop a symbiotic relationship which emphasizes mutual benefit and leverages cooperation wherever possible.
- Non-Commercial – Direct all activity to the shared purpose of SFPE and the Affiliate without intentional benefit for any individual(s) or other organization(s).
- Non-Competitive – Limit activities to those which support the mission and in no way undercut or compete with those of either party in the agreement.
- Transparent – Share processes and rationale for all decisions which affect the partnership, the members and the mission.
- Inclusive – Open activities as well as opportunities for volunteer participation and leadership to all members in the community.

Relationship.

Parties are independent entities. This Agreement does not create a legal partnership, joint venture, or similar relationship.

Obligations of SFPE.

SFPE's obligations under this charter shall include:

- A. Authorize the use of the name “Society of Fire Protection Engineers,” acronym “SFPE,” and logo of SFPE in a manner consistent with SFPE’s branding policy for use with group materials that also feature the group’s name, acronym and logo;
- B. Provide a non-exclusive, non-transferable license to use SFPE’s trademarked name and logo per the conditions listed in the SFPE policies. SFPE staff will provide requirements and assist groups in the use of the organization’s branding and intellectual property rights;
- C. Authorize Affiliate to operate in the _____ [define specific geographic boundaries].

- D. Authorize Affiliate to conduct the following activities: mission delivery, advocacy, education, membership, public outreach and communications, and others as may be defined/added by the parties.
- E. Maintain and provide data and relevant information on members;
- F. Provide on-going recruitment, training and development for all volunteers to include a combination of education, training, mentoring, and resources;
- G. Share Affiliate activities with the community at large;
- H. Provide support services on a contracted basis;
- I. Make no unauthorized commitments on behalf of the Affiliate (the Affiliate is not liable or responsible for the debts or obligations or actions of SFPE and SFPE is not liable or responsible for the debts or obligations or actions of the Affiliate).

Obligations of Affiliate.

The Affiliate's obligations under this charter shall include:

- A. Operate in compliance with all applicable laws and regulations in the territory governing nonprofit membership associations;
- B. Comply with SFPE branding and related name use policies;
- C. Be organized as a membership organization, while maintaining at least three SFPE members in the Affiliate leadership at all times;
- D. Sponsor and conduct programs and activities that further the purposes and objectives of SFPE and meet the needs of members as identified in regular member surveys and research;
- E. Make no unauthorized commitments on behalf of SFPE (the Affiliate is not liable or responsible for the debts or obligations or actions of SFPE and SFPE is not liable or responsible for the debts or obligations or actions of the Affiliate).

Intellectual Property and Confidential Information.

- A. The SFPE logo may be used by Affiliate on stationery, educational programs, literature, websites, and others, as per the conditions stated in the SFPE branding and related policies. The SFPE logo should have more prominent placement and may not be used in combination with any other logo(s). Any other use requires permission and a written request with a sample of the proposed usage. All group name will use SFPE or the full name in conjunction with geographic designation.
- B. To protect members' privacy rights and expectations, all leaders shall protect the confidentiality of the records in the database and shall not sell trade, transmit, or otherwise disseminate records, in whole or in part, to any third party without SFPE's and the individual's express prior written approval.

Charter Terms.

- A. **Term.** The charter will be valid from the date of signature for one year and shall automatically renew unless either party provides written notice of an intent not to renew at least 60 days prior to expiration of the initial or any renewal term.
- B. **Termination of Charter.** The charter may be terminated by either party on 60 days' advance written notice. From and after the date of termination, the Affiliate shall cease to identify itself as an Affiliate of SFPE and utilize printed or other material bearing any mark of SFPE only with SFPE's specific written permission for post-termination use.
- C. **Recourse.** At any time, Affiliate or SFPE may appeal to the Standing Committee on Membership and Chapter Relations for assistance in navigating issues or concerns regarding the relationship or terms. The SFPE Board of Directors has ultimate authority in any decisions.
- D. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, and venue for any disputes shall be Montgomery County, MD.
- E. **Successors and Assigns.** This Agreement shall inure to the benefit of the parties and their successors and assigns.

Presented to (Affiliate) _____ on (date) _____.

Signed: _____, Affiliate Representative

Signed: _____, SFPE CEO