This Agreement is made between the Association of Nutrition & Foodservice Professionals (“ANFP”), an Illinois non-profit corporation, and the ­­­­­­\_\_\_\_\_\_\_\_\_\_ Chapter of ANFP (the “Chapter”) for mutual consideration, who agree to work together to provide educational programs, information, discussion forums, networking and other services to advance the careers of nutrition and foodservice professionals.

ANFP hereby grants to the Chapter, and the Chapter accepts, the use of the name Association of Nutrition & Foodservice Professionals, or the acronym ANFP, as a part of its own name, subject to the following terms and conditions, during the term of this Agreement.

The Chapter shall comply with the following:

**Governance Requirements**

* Comply with ANFP and Chapter bylaws, policies, and procedures;

**Membership & Branding Requirements**

* Accept all ANFP members who choose to be affiliated with the Chapter state (as Chapter members without charging Chapter dues);
* Utilize ANFP member contact information for promoting state or district association functions only;
* Comply with copyright laws, including receiving written permission and providing the source of images and articles; chapters will cover any fines and/or legal fees and costs shall the situation arise;
* Promote membership in ANFP and encourage the use of ANFP programs, products and services; and
* Only utilize the Chapter version of the approved ANFP name, logo, and website, and such use must be in accordance with the logo and brand style guidelines. Chapter version may not be altered. Chapter will use its approved name, logo, and website on all documents and communication.

**Financial Requirements**

* Establish and practice sound fiscal policies and be self-sufficient;
* Follow the same fiscal year as ANFP Headquarters (June 1 – May 31);
* Use former Chapter name of \_\_\_\_\_\_\_\_\_\_ DMA DBA \_\_\_\_\_\_\_ ANFP on all contracts, financial accounts and documents;
* Provide requested financial documents if randomly selected for audit/financial review by staff and the National Audit & Finance Committee as deemed necessary;
* Comply with federal, state, and local laws and requirements governing games of chance, including but not limited to (50/50) raffles, auctions, drawings, etc.; obtain the required state tax and charitable gaming permits/licenses for such games of chance (Regulations vary from state-to-state); and submit proof of policy to national ANFP Headquarters; and
* The Chapter shall not be allowed to sell, purchase and re-sell ANFP or CDM, CFPP Branded merchandise items to local members.

**Chapter Rebate Requirements**

In addition, the Chapter will execute the following in order to qualify for the bi-annual rebate:

* Submit Chapter bylaws and policies & proceduresto ANFP Headquarters annually no later than September 15;
* Complete the required IRS tax filings (Forms 990N, 990EZ, or 990 as appropriate) annually to keep tax-exempt status using the proper protocol per the Volunteer Handbook. Forward electronic receipt to ANFP Headquarters by July 15;
* Submit bank documents and updated ACH agreement to ANFP Headquarters within 15 days after a new account is opened and/or signers/authorizers are added or changed on the account;
* Submit end of the year financial statement by June 30 each year (for the previous fiscal year) to ANFP Headquarters;
* Submit bi-annual bank statements for the month of April by May 31 and for October by November 30 to ANFP Headquarters;
* Submit parts 1 and 2 of bi-annual chapter achievement report to ANFP Headquarters by July 15 (part 1) and January 15 (part 2) each year;
* Officers entered in Chapter Portal for future volunteer year (June 1 - May 31) no later than June 1;
* Submit education meeting dates to ANFP Headquarters within 15 days after dates are established;
* Affiliate Agreement – Reviewed, signed and submitted to ANFP Headquarters no later than September 15; and
* Chapter board members to sign code of conduct form and submit to ANFP Headquarters annually no later than June 1.

Except where specified above, all documents required to be submitted to ANFP Headquarters must be submitted no later than June 1 each year. If Chapter fails to execute the above chapter rebate requirements, they will be deemed ineligible for the annual rebate.

Compliance with Laws and Insurance:

Chapter warrants that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. ANFP shall initiate corporate and federal tax filings on behalf of Chapter but Chapter shall complete the required IRS tax filings (Forms 990N, 990EZ, or 990 as appropriate) annually to keep tax-exempt status and shall furnish copies to ANFP within thirty (30) days of such filings.

ANFP shall cover every Chapter volunteer (as listed in the database) in a group bonding and general liability insurance policy. The annual amount will be deducted from the first chapter rebate of the volunteer year.

Liability and Representations:

ANFP and the Chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Chapter is not liable or responsible for the debts or obligations of ANFP, and ANFP is not liable or responsible for the debts or obligations of the Chapter.

Chapter shall indemnify, defend and hold harmless ANFP, its officers, directors, employees and agents from any and all claims and causes of action, including judgments, interest, attorneys’ fees, and all other costs, fees, expenses and charges which ANFP, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Chapter, its officers, directors, employees and agents acting on behalf of Chapter. Chapter’s obligations under this section shall survive the expiration or termination of this Agreement.

ANFP shall indemnify, defend and hold harmless Chapter, its officers, directors, employees and agents from any and all claims and causes of action, including judgments, interest, attorneys’ fees, and all other costs, fees, expenses and charges which Chapter, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or wanton misconduct of ANFP, its officers, directors, employees and agents acting on behalf of ANFP. ANFP’s obligations under this section shall survive the expiration or termination of this Agreement.

Chapter officials may speak only on behalf of Chapter and recognize that they may not speak or act on behalf of ANFP.

Chapter shall not make any representations regarding policies or positions of ANFP except in strict conformity with written policy statements duly adopted and published by ANFP.

Chapters must not endorse any third party (individual or company), enter into any exclusive arrangements, or execute contracts that would allow any vendor, whether CE provider, sponsor, speaker, venue, or any other entity, to be an exclusive provider for the chapter.

Termination of Agreement:

This Agreement and all of the rights and obligations created hereunder shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice.

This Agreement shall terminate automatically if Chapter shall violate any of the terms of this Agreement.

The Board of Directors of ANFP shall have the authority by a two-thirds (2/3) affirmative vote to revoke this Agreement if Chapter is determined to be in violation of the ANFP bylaws and/or requirements as outlined in this Agreement. In such circumstances, Chapter shall have the right to be present and to participate in such Board meeting.

Chapter may surrender its affiliation by delivering notice of its intention to do so at least thirty (30) days in advance of the effective date of such action. Chapter will have followed current established procedures for termination of Chapter prior to delivering such notice to ANFP Board of Directors.

Upon termination, Affiliate shall cease using the ANFP name, trademark, trade name and logo, and all other rights and privileges associated with being affiliated with ANFP and shall return any and all funds and property belonging to ANFP. Chapter’s financial obligations to ANFP incurred before termination shall remain an obligation of Chapter until paid or otherwise resolved.

Notice:

Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notice shall be sent by Express Mail, Certified or Registered mail, return receipt requested, with all postage and charges prepaid.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

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| CHAPTER | ANFP HQ |
| By  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
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