

CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement, effective the _____ day of _____, 200_, is made by and between the National Coalition for Campus Children's Centers ("NCCCC") and _____.

WHEREAS, NCCCC is a nonprofit educational membership organization whose purposes are to support research and activities affecting college and university early childhood education and service settings, family and work issues, and the field of early childhood education in general; and

WHEREAS, Chapter is a nonprofit organization sharing the mission of NCCCC;

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth in this Agreement, the parties agree as follows:

1. Charter and Obligations of the Chapter

- a. Grant of Charter.** NCCCC hereby recognizes _____ ("Chapter") as a chapter of NCCCC. In accordance with this Agreement, the Chapter is authorized to use the name National Coalition for Campus Children's Centers, acronym NCCCC, and related NCCCC trademarks, service marks, trade names, and copyrighted materials ("NCCCC Marks"), in connection with the Chapter's own name, acronym, and logo. The Chapter is authorized to use such NCCCC Marks in connection with the Chapter's educational and other activities, consistent with this Agreement, the mission of NCCCC, and any additional guidelines established by NCCCC.
- b. Mission, Programs, and Membership.**
 - i.** Members of the Chapter shall also be members of NCCCC and the Chapter's mission and operations shall remain consistent in all material respects with mission and purposes of NCCCC. As such, the Chapter shall endeavor to sponsor and conduct high quality programs that further the following objectives:
 - To promote the establishment, maintenance, and expansion of high quality child care and early education, programs to enable parents to further their education and be gainfully employed;
 - To educate individuals, groups, and the professional community associated with all aspects of programs for young children through publications, newsletters, and conferences;
 - To promote and conduct research on campuses which will influence the future directions of early childhood education and family-work support, and which will assess the long-range effect of child care on children and families; and
 - To help train and educate teachers who understand and follow developmentally appropriate practices for young children.
 - Advocate for the needs of children and families
 - Collaborate with higher education and early childhood organizations.

c. **Organizational Documents, Legal Compliance, and Reporting.**

- i. The Chapter will provide NCCCC all organizational documents of the Chapter, including, as applicable, a copy of the Chapter's articles of incorporation, bylaws, mission statement, and tax exemption designation.
- ii. The Chapter represents that it is and will remain in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement.
- iii. The Chapter will send to NCCCC on a regular basis a schedule of upcoming meetings, conferences, and seminars, as well as other programs and activities that the Chapter intends to sponsor or conduct. In addition, the Chapter will submit to NCCCC regular written reports, no less frequently than once per year, summarizing the Chapter's programs, activities, and operations during the past year, including but not limited to budget and financial statements.

2. **Relationship of the Parties**

- a. **No Agency.** NCCCC and the Chapter are not and shall not be considered joint venturers, 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 NCCCC 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. Further, neither NCCCC nor the Chapter shall be liable for any debt or other liability of the other.
- b. **Autonomy of the Chapter.** The Chapter shall conduct its business and activities in its sole judgment and discretion.

3. **Use of NCCCC Marks; Confidential Information; Indemnification; Miscellaneous**

- a. **Limited License.** The Chapter shall not use or permit the use of NCCCC Marks without NCCCC's prior written consent, other than the limited use of such NCCCC Marks in connection with performance of the specific activities authorized under this Agreement. With respect to any use of the NCCCC Marks, Chapter shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law and any other guidelines that NCCCC shall prescribe. Upon expiration or termination of this Agreement, all use by the Chapter of NCCCC Marks shall end immediately.
- b. **Confidential Information.** The Chapter shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of NCCCC's confidential or proprietary information or data.
- c. **Indemnification.** Each party hereby indemnifies and holds harmless the other party, and such indemnified party's officers, directors, employees, agents, and members, from any action, claim, liability, or expense (including attorneys fees) arising out of any act or failure to act on the part of indemnifying party and/or its officers, directors, employees, agents, or members.

4. **Term; Revocation or Surrender of Charter; Miscellaneous**

- a. Term. This Agreement begins on the effective date indicated above and continues until revoked by the NCCCC or surrendered by the Chapter according to the following terms.
- b. Revocation of Charter. The NCCCC, through its Board of Directors, shall have authority to require the surrender of the Chapter's charter for any adequate reason, such as if the Board determines in its sole discretion that the conduct of the Chapter is in violation of this Agreement, the NCCCC Bylaws, any guidelines for chapter operations established by NCCCC, or that the conduct and activities of the Chapter do not further the purpose and mission of NCCCC.
- c. Surrender of Charter. Chapter may also voluntarily surrender its charter by delivering notice of its intention to do so at least 60 days in advance of the effective date of such action.
- d. Effect of Termination. Upon termination of this Agreement, neither party shall have further responsibility or authorization under this Agreement and the Chapter agrees that it shall become immediately and completely disaffiliated with NCCCC and shall no longer be permitted to use NCCCC Marks or to represent itself as being connected with NCCCC.
- e. Miscellaneous. This Agreement shall be binding on the parties and their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment. This Agreement shall be governed by the laws of the State of Missouri. Any legal action taken or to be taken by either party shall be subject to binding arbitration conducted in the State of Missouri. If any portion of this Agreement is declared invalid or unenforceable, the remainder of this Agreement will remain in full force and effect and shall not be affected thereby. Each party warrants that the individual executing this Agreement on its behalf has been duly authorized to do so.

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

Chapter

NCCCC

By _____

By _____

Name _____

Name _____

Date _____

Date _____