



CHAPTER AGREEMENT

This Chapter Agreement between the Asian Pacific Islander American Public Affairs Association, Inc. (hereafter referred to as “APAPA”) and the Chapter (hereafter referred to as “Chapter”) is the agreement whereby APAPA allows Chapter to form and operate as an APAPA Chapter entity and grants a non-exclusive and revocable license to Chapter to use the name APAPA and the Asian Pacific Islander American Public Affairs Association in exchange for Chapter adhering to the terms and conditions of this Chapter Agreement, APAPA’s Bylaws, APAPA’s policies and procedures, including any future amendments to these documents done in accordance with the required procedures of the Bylaws.

APAPA is a 501(c)3 nonprofit organization with a mission of advancing Asian Pacific Islander American communities through increased leadership and civic engagement. Chapter agrees to the following terms and conditions:

1. PROGRAMS:
 - a. Chapter is required to participate in APAPA’s National Internship Program API Next
 - b. Chapter is required to implement at least two other national programs or events per year. The full array of national programs will be introduced or updated annually at our National Leadership Summit; APAPA may introduce additional program opportunities throughout the year as well.
 - c. Chapter will participate in APAPA Monthly National Zoom meetings.

2. COMPLIANCE REQUIREMENTS:
 - a. Chapter is required to adhere to APAPA Bylaws and APAPA National Policies & Procedures. Chapter understands that APAPA Bylaws and APAPA National Policies & Procedures may be amended from time to time.

- b. Chapter understands that it is not permitted to create any new legal or tax entities.
- c. Chapter understands that APAPA is a 501(c)3 nonprofit and agrees to adhere to 501(c)3 rules and regulations by the IRS as well as follow any policies, procedures, and best practices provided by APAPA.
- d. Chapter must have a physical address. PO Boxes are not acceptable.
- e. Chapter agrees to provide any and all documents, records, or information requested by APAPA for legal and tax compliance.
- f. Chapter must be added to APAPA's National Insurance Policy and provide all information and documentation required for this; Chapter must also update APAPA regarding any Chapter events at least 45 days prior to an event so that APAPA can notify insurance company.
- g. Chapter is required to keep administrative records of all Chapter business, including but not limited to, membership, partners, sponsors, event attendees, speakers, interns, internship placements. These administrative records are proprietary information of APAPA and must not be shared with third parties without prior consent of APAPA and all documents and information must be shared with APAPA.

3. CHAPTER BOARD MEMBERS & BOARD MEETINGS

- a. Chapter agrees to hold elections annually prior to January 1st. Any new officer positions take effect on January 1st unless filing a vacancy.
- b. Chapter agrees to update APAPA regarding any changes in its board members or changes to the contact information of board members within 7 days of any changes been made.
- c. Chapter is required to hold regular meetings per APAPA's Bylaws and Chapter agrees to keep written minutes of all board meetings and share those minutes with APAPA.
- d. Chapter must ensure that all board members have signed the following documents and provide the signed documents to APAPA; this includes any updates:
 - i. Board Member Agreement
 - ii. Summary of APAPA Chapter Obligations & Rules Under Bylaws
 - iii. Political Rules Overview for 501(c)3s
 - iv. Social Media Policy
 - v. Confidentiality Policy Agreement

4. FINANCES

- a. Chapter will open chapter bank account with bank designated by APAPA; APAPA will have full access to chapter bank account. Chapter may not open any additional bank accounts.

- b. Chapter is required to submit quarterly financial reports and summary to APAPA.
- c. Chapter is required to maintain adequate financial and activity records in compliance with standard business practices; Chapter is required to provide APAPA with any information and documentation requested regarding its finances or operations so APAPA can conduct the level of oversight required.
- d. Chapter may receive APAPA funding or grants to hold programs or events but APAPA has no obligation to provide such funding. Chapter shall be financially independent and act in a fiscally responsible manner with regard to all matters. All funding received from any source for Chapter, including but not limited to, general public, chapter, APAPA, grants) can only be used to directly further and support chapter events and programs that are within the APAPA mission and are compliant with 501(c)3 regulations.
- e. Chapter shall be solely liable for its own debts. Chapter has no authority to financially or legally bind APAPA in any matters or sign on behalf of APAPA in any matters.
- f. Chapter is not permitted to pay directors or employ staff; Chapter is to be entirely volunteer run. Chapter directors shall be reimbursed for any expenditure paid or incurred by the director in the conduct of the business and affairs of the Chapter if the payment or reimbursement to the director has received prior written approval by the Chapter Board.

5. MARKETING & BRANDING

- a. APAPA will provide marketing materials such as templates, flyers, brochures, etc. If Chapter desires to use other marketing materials, they must be approved by APAPA prior to use. This is necessary for APAPA to maintain a unified image to the public and protect our branding.
- b. Chapter cannot create an independent website and must use apapa.org. APAPA will make every effort to accommodate requests for what the chapter wants on its chapter page at apapa.org
- c. Chapter shall give APAPA Administrator access to all Chapter created social media sites.
- d. APAPA encourages partnering with other nonprofit organizations on events and programs. On Chapter organized events and programs, the event branding should be done as an “APAPA event in partnership with “X” organizations.”
- e. APAPA National Internship Program API Next is not permitted to be done as a joint program with other organizations because this dilutes APAPA’s brand; any partners can be listed as “supporting organizations” or “sponsors” if they have made financial contributions to the program. Partners that will be listed as “supporting organizations” need to be approved by APAPA prior to Chapter using this designation.

6. MEDIA AND PRESS RELEASES

- a. Chapter must notify APAPA of any media coverage or press releases. If speaking to press, please consult with the APAPA PR Team.

7. ESTABLISHMENT, REPLACEMENT OF CHAIR OR PRESIDENT, INDEMNIFICATION

- a. APAPA's National Governing Board must vote to approve a new chapter before it is established as an official APAPA Chapter.
- b. The President and/or Chair position of each Chapter can be subject to approval and appointment of APAPA; President and/or Chair may also be removed or replaced by APAPA.
- c. APAPA may impose disciplinary actions on a Chapter and/or the individual officers and board members which can include, but is not limited to, public or private reprimand, suspension or termination, censure, and/or probation.
- d. If Chapter is inactive and/or not responsive to APAPA for a period of 3 months or more, APAPA may remove all board members without notice and either replace the board members or put the chapter in inactive status at its sole discretion. Removed board members have no right to continue operations under APAPA's name or using Chapter funds. At that time, funds in Chapter bank account may also be retrieved by APAPA.
- e. Chapter hereby agrees to indemnify and hold harmless APAPA and its affiliates, directors, officers, employees, agents and insurers from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments arising out of any acts or omissions or alleged acts or omissions of Chapter or its board members acting under its control or supervision if they are negligent, reckless or willful.
- f. The name "APAPA" and the name "Asian Pacific Islander American Public Affairs Association" belongs to APAPA and not Chapter or its board members. Chapter and/or Chapter board members, either individually or collectively, cannot use either of these names prior to establishment of the Chapter, if they have been removed from office, or if the Chapter is dissolved or represent or imply a relationship to APAPA.

I hereby acknowledge that I am a director for Chapter and that I understand and accept the agreements set forth in this Chapter Agreement.

Printed Name: _____

Chapter: _____

Signature

Date