



UNITED NATIONS ASSOCIATION
of the United States of America
A PROGRAM OF THE UNITED NATIONS FOUNDATION

UNA-USA CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made this 31 day of July, 2017 (the “Effective Date”) by and between the United Nations Association of the United States of America, UNA-USA, LLC, a Delaware limited liability company (“UNA-USA”), whose principal office is located at 1750 Pennsylvania Ave, NW, Suite 300, Washington, DC, 20006 (“UNA-USA”), and **MidPeninsula Chapter**, [an incorporated nonprofit corporation or unincorporated nonprofit association] (“Chapter,” as applicable).

WHEREAS, UNA-USA is a project of the Better World Fund [BWF] and collaborates with the UN Foundation [UNF];

WHEREAS, UNA-USA is willing to grant a charter to the Chapter upon the following terms and conditions;

WHEREAS, BWF, the parent organization of UNA-USA, has obtained from the Internal Revenue Service (“IRS”) a group tax exemption according to which it is a central organization and certain UNA-USA chapters from around the United States are Section 501(c)(3) subordinate organizations;

WHEREAS, the IRS requires a central organization to exercise general supervision or control over its affiliated Section 501(c)(3) subordinate organizations covered under its group tax exemption to ensure that each affiliate’s operations are, on an ongoing basis, consistent with the central organization’s exempt purpose;

WHEREAS, **MidPeninsula Chapter** wishes to be included, and BWF is willing to accept Chapter, as a Section 501(c)(3) subordinate member of BWF’s group tax exemption;

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, the parties hereby agree as follows:

Name of Chapter. The name of the Chapter is: **MidPeninsula Chapter**.

Purpose. UNA-USA is dedicated to educating, inspiring, and mobilizing Americans to support the principles and vital work of the United Nations, strengthening the United Nations system, promoting constructive United States leadership in that system, and achieving the goals of the United Nations Charter.

1. **Grant of Charter.** UNA-USA hereby grants to **MidPeninsula** a charter to be a Chapter of UNA-USA and authorizes Chapter, pursuant to the terms and conditions of Annex 1 of this Agreement, to use the name “United Nations Association of the United States of America,” the acronym “UNA-USA,” and the logo of UNA-USA. Consistent with the UNA-USA Commitment, this Agreement, and the charter granted to Chapter hereunder, shall continue in full force and effect unless UNA-USA determines that Chapter is no longer in compliance with the Affiliation Agreement. Compliance may be determined by UNA-USA’s review of Chapter’s Annual Report, which is due annually on March 1 or by some other notice.

A. **Jurisdiction.** Chapter shall represent UNA-USA as a UNA-USA Chapter in _____, (the “Jurisdiction”), pursuant to and in accordance with UNA-USA’s mission and purposes as set forth in UNA-USA’s governing documents, as may be amended from time to time by UNA-

USA.

- B. **Authorized Activities.** UNA-USA specifically authorizes the Chapter, subject to Chapter's obligations under Section 3 hereof, to conduct the following activities within its Jurisdiction: educational, advocacy, and fundraising programming and other such activities that are consistent with UNA-USA's mission to develop and strengthen the relationship between the U.S. and the UN and to promote U.S. leadership to enhance international cooperation.
- C. **Membership.** The term "Membership" refers to those individuals who are dues-paying or GenUN youth members of UNA-USA. Only individuals who are members in good standing with UNA-USA can be considered Chapter members. Each new member of UNA-USA shall select membership to the Chapter that operates nearest to the address provided by such member, unless such member requests to join a Chapter in another location. The categories, levels, and terms and conditions of UNA-USA membership shall, in a timely manner, be established by UNA-USA and shall be set forth in the UNA-USA Chapter Handbook developed by UNA-USA and approved by the National Council. The Chapter must have a minimum of 25 members to receive its charter from UNA-USA, and it must maintain at least 25 members in good standing to be a Chapter.
- D. **Group Exemption.** Provided that Chapter is an authorized Chapter of UNA-USA and does not have its own separate 501(c)(3) tax status, Chapter shall be included in BWF's group tax exemption. Chapter certifies and agrees that, subject to the general supervision of UNA-USA and BWF, Chapter is and shall remain organized and operated exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, shall comply with all legal requirements imposed upon a subordinate organization included in a group tax exemption, and shall timely provide BWF with any information reasonably requested by BWF to verify the Chapter's continued eligibility for inclusion in BWF's group tax exemption. The terms of this Section 1(D) shall not apply to Chapter if, on the Effective Date, Chapter is correctly recognized as an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code by virtue of a determination letter from the IRS. In addition, chapters are expected to comply with reporting requirements to state and local agencies as appropriate.

- 2. **Obligations of UNA-USA to Support Chapters.** To the extent applicable to Chapter, UNA-USA shall assist Chapter in its operations and activities, based on the needs of Chapter and other UNA-USA chapters and the financial and other resources of UNA-USA. Currently, UNA-USA shall support the Chapter by:
 - A. Providing the UNA-USA Chapter Handbook and model governing documents (including, but not limited to, Articles of Incorporation, if applicable, sample Bylaws, and Conflict of Interest Policy) in order to assist Chapter in operating as a section 501(c)(3) organization, establishing and maintaining the highest degree of proficiency in the Chapter's organization, leadership, management, programs, and membership development;
 - B. Listing Chapter and its events on UNA-USA's website and providing a link to Chapters' websites and other communication vehicles, if any;
 - C. Providing Chapter with usage guidelines regarding the "Intellectual Property" (as defined in Annex 1 below);
 - D. Providing Chapter with templates and other resources, including through the UNA-USA website, which Chapter may choose to use in connection with education, advocacy, and fundraising activities;
 - E. Posting and distribution of information about upcoming UNA-USA educational and advocacy opportunities;

- F. Providing Chapter with access to the Chapter “Mailing List” (as defined in Annex 1 below) and timely updates to the Mailing List so Chapter can reach out to new members;
- G. Providing the opportunity for Chapter events to be posted on a UNA-USA Chapter Calendar of Events;
- H. Providing Chapter with recommended speakers, presenters, and/or resource lists for Chapter events;
- I. Organizing an annual Leadership Summit to support Chapters and members, including an Annual Business Meeting, and necessary National Council meetings;
- J. Distributing UNA-USA publications, periodic emails, advocacy alerts, and fact sheets to all Chapter members;
- K. To the extent possible, making UNA-USA, BWF, and UNF representatives available to speak at pre-determined Chapter events;
- L. Maintaining liability insurance that covers UNA-USA Chapters events and generating “Certificates of Insurance” if required in connection with such events. However, UNA-USA does not provide additional forms of insurance not specified in the terms of this agreement. Noting that, chapters are invited to acquire these safeguards independently, at their own discretion.
- M. Timely payment of Chapter shares of annual membership dues. Such share is to be determined by UNA-USA from time to time following consultation with the National Council;
- N. Distribution of materials to Chapter members in regard to UNA-USA’s annual Leadership Summit and Annual Business Meeting;
- O. Responding to requests by Chapter members for information on issues related to the UN and Congress;
- P. Providing a system to seek Chapter and member input concerning U.S.-UN advocacy positions; and
- Q. Providing resources and, when possible, training to new Chapter Officers and committee chairs.

3. **Obligations of Chapter to UNA-USA.** Chapter shall conduct its operations and activities by:

- A. Endeavoring to sponsor and conduct programs, events, and activities that further the purposes and mission of UNA-USA and using its best efforts to ensure that such programs, events, and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise;
- B. Complying with the Chapter Handbook, including, without limitation, any modification or amendment to the Handbook that may be adopted by UNA-USA and communicated to Chapter, and the legal requirements imposed upon a public charity under section 501(c)(3) of the Internal Revenue Code;
- C. Consistent with the terms and conditions of the License attached hereto as Annex 1, using,

as its sole organization name, the words “United Nations Association of the United States of America,” “United Nations Association of the USA,” or the acronym “UNA-USA” together with the geographical designation identified as part of Chapter’s name in this Agreement;

- D. Maintaining an organizational structure in accordance with the Chapter Handbook;
- E. Maintaining its books of accounts under the guidelines provided in the Chapter Handbook;
- F. Maintaining all records related to its organizational and tax-exempt status and forwarding to UNA-USA copies of its governing documents, including, but not limited to, its Articles of Incorporation (if applicable), Bylaws, tax-exemption determination letter from the Internal Revenue Service (if applicable), 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);
- G. Maintaining reasonable records related to all of its programs, activities, and operations and submit a complete and accurate written Annual Report by March 1 or by some other notice, unless an extension is authorized by the national office, and other materials relevant to UNA-USA in accordance with the requirements set forth in the Chapter Handbook;
- H. Upon the written request of UNA-USA and at UNA-USA’s expense, permitting UNA-USA or UNA-USA’s designated agent to review appropriate records of Chapter pertaining to its programs, activities, operations, and compliance with the terms of this Agreement;
- I. Posting and keeping UNA-USA’s logo on Chapter’s website in accordance with UNA-USA usage guidelines;
- J. Posting UNA-USA’s mission and vision in a prominent position on Chapter website, if any;
- K. Promotion of the UNA-USA brand;
- L. Providing support with the marketing of locally-held UNA-USA educational programs and events, including, but not limited to, through distribution of event material to its members and non-members, adding event information on its website, distributing materials to other local organizations and businesses, and promoting the event at all Chapter meetings leading up to the event;
- M. Unless otherwise authorized by UNA-USA in writing, limiting Chapter fundraising to causes directly related to the mission of UNA-USA, which may include fundraising for the UN and UN agencies; provided, however, Chapter shall inform UNA-USA of all fundraising efforts and activities prior to conducting such efforts and activities in order to avoid overlap with BWF, UNF, or UNA-USA fundraising campaigns;
- N. Advising UNA-USA staff of major Chapter activities and initiatives prior to undertaking such activities and initiatives, and, at the request of UNA-USA, coordinating such activities and initiatives with UNA-USA;
- O. Not participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office;
- P. As a section 501(c)(3) organization, conducting lobbying activities only to the extent permitted under the Internal Revenue Code; and

- Q. Being a source of expertise and opinion about the UN to local press and media through press releases, op-eds, letters to the editor, and other methods with a consistent look and feel, with assistance from the national UNA-USA, BWF, and UNF public affairs staff.
4. **Intellectual Property.** UNA-USA and chapters shall permit Chapter to use the UNA-USA name and logos in accordance with the terms in Annex 1.
5. **Chapter Representations and Warranties.** Chapter hereby represents and warrants to UNA-USA as follows:
- A. **Organizational Status.** Chapter is incorporated as a nonprofit corporation in good standing or an unincorporated nonprofit association in good standing as defined by the state or other jurisdiction in which the Chapter has its primary place of business, and commits that it shall remain in good standing. Chapter is not a private foundation as described in Section 509(a) of the Internal Revenue Code. A copy of the verification document from the IRS is to be submitted to UNA-USA once granted and if changes are made to the status with Chapter's Annual Report to the UNA-USA.
- B. **Governing Documents.** As a condition of receipt of its charter as a chapter of UNA- USA, Chapter has provided to UNA-USA copies of its governing documents, including, but not limited to, its Articles of Incorporation, if any, and Bylaws. Chapter agrees that its governing documents and its stated purposes therein, shall at all times be consistent in all material respects with this Agreement and the mission and purpose of UNA-USA. Chapter agrees to submit any proposed amendment to its governing documents to UNA-USA for review prior to any adoption thereof in order to ensure such proposed amendment is consistent with this Agreement and the mission and purpose of UNA-USA.
- C. **Chapter Handbook.** Chapter agrees to be bound by the terms and conditions set forth in the UNA-USA Chapter Handbook.
- D. **Compliance with Laws.** Chapter is in full compliance with all applicable laws, rules, and regulations that may affect its performance under this Agreement, including but not limited to section 501(c)(3) of the Internal Revenue Code and related Treasury Regulations, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all such laws, rules, and regulations. Chapter warrants that it will maintain at all times all permits, licenses, and other governmental approvals that may be required in the Jurisdiction in connection with its performance under this Agreement. Chapter further warrants that it shall make all required filings, including federal, state, and county level documents, such as annual corporate reports and tax filings, including its IRS Form 990, Form 990-T, if required, or IRS Form 990-N, that may affect its corporate or tax status, and pay all applicable taxes, fees, or penalties.
- E. **Relationship of Parties.** Neither party, nor any of its members, officers, directors, managers, agents, employees, independent contractors, or representatives will (a) be considered an agent, partner, joint venture, employee, or representative of the other party for any purpose whatsoever, (b) have any authority to make any agreement or commitment for, or to incur any liability or obligation in the other party's name or for or on its behalf, or (c) represent to outside parties that they have any right to bind the other party. UNA-USA does not have, and will not assert authority or control over any action of Chapter on legislative issues in a manner that would create affiliation within the meaning of Section 4911(f) of the Internal Revenue Code. 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 or to use the other's monetary credit in conducting any activities under this Agreement.

6. **Indemnification.** Chapter shall indemnify, save, and hold harmless UNA-USA, its affiliates, related entities, partners, officers, directors, employees, members, agents, and representatives, 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, arising out of or related to Chapter's breach of any representation, warranty, covenant, or obligation under this Agreement. UNA-USA shall promptly notify Chapter upon receipt of any claim or legal action referenced herein. UNA-USA shall have the sole right to conduct the defense to any such claim or legal action. Notwithstanding the foregoing, if Chapter is an unincorporated nonprofit association, no person shall be liable for Chapter's obligations under this Section 9 merely because the person is considered a member of Chapter or is authorized to participate in the management of Chapter's affairs. The provisions of this Section shall survive any revocation, surrender, or other termination of this Agreement.

7. **Revocation, Suspension, or Surrender of Charter.** The charter granted by UNA-USA to Chapter hereunder may be revoked by UNA-USA, suspended by UNA-USA for a stated period, or indefinitely surrendered by Chapter in accordance with the provisions of this Agreement.

- A. **Revocation or Suspension of Charter.** UNA-USA shall have the authority to revoke or suspend the charter of Chapter if UNA-USA determines that the Chapter has breached any provision of this Agreement. Any decision by UNA-USA to revoke or suspend Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; UNA-USA shall provide Chapter with sixty (60) days from the date of such notice to remedy any alleged breach of this Agreement. In the event that UNA-USA determines, in its sole discretion, that Chapter has not remedied any alleged breach leading to UNA-USA's decision to revoke or suspend Chapter's charter, UNA-USA shall so notify Chapter in writing. UNA-USA's decision shall become final unless, within thirty (30) days of its receipt of written notice from UNA-USA, Chapter delivers to UNA-USA 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 Policies and Procedures Committee of the UNA-USA National Council pursuant to the applicable rules or procedures agreed upon by UNA-USA and the National Council, following which the National Council shall make a non-binding recommendation to the Executive Director of UNA-USA with respect to the potential revocation or suspension of the Chapter's charter. Following consultation with the President of BWF, the Executive Director shall make a decision with respect to the Chapter's appeal, and such decision shall be final and not subject to further appeal. Upon the termination, dissolution, or winding up of the Chapter in any manner or for any reason, voluntary or involuntary, its assets, if any, remaining after the payment or provision for payment of all liabilities of the Chapter shall be distributed to the National Office, to be disseminated at a later date.

- B. **Surrender of Charter.** Chapter may surrender its charter by delivering to UNA-USA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.
- C. **Effect.** If the Charter is revoked, suspended, or surrendered, or if this Agreement expires or is terminated for any reason, the license in Annex 1 shall be automatically revoked, Chapter shall be removed from BWF's group tax exemption, and the Chapter will immediately: (i) discontinue all use of the Intellectual Property; (ii) return to UNA-USA all Intellectual Property in the Chapter's possession, or destroy such materials at UNA-USA's request; (iii) take all actions directed by UNA-USA to ensure that its temporary or permanent disaffiliation from UNA-USA is adequately communicated to its members and the general public; and (iv) take any other action reasonably requested by UNA-USA or required by the UNA-USA

Chapter Handbook, and BWF shall notify the Internal Revenue Service of Chapter's removal from the group tax exemption ruling. In the event the Charter is revoked, suspended, or surrendered pursuant to the terms of this Section 9, UNA-USA shall, upon the written request of a member of Chapter, use reasonable efforts to place such member into another Chapter, provided such member is in compliance with the terms and conditions of his or her membership in UNA-USA.

8. **Miscellaneous.**

A. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof.

B. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law, provision, or rule of any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Delaware.

C. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Chapter shall not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of UNA-USA.

D. **Rights and Remedies.** In the event of any breach of this Agreement by any party or default by any party in connection with performing any obligation of such party under this Agreement, the non-defaulting party's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies which the non-defaulting party may have at law or in equity.

E. **Survival.** Any terms of this Agreement that by their nature survive the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

F. **Notices.** All legal notices to a party required or permitted under this Agreement shall be hand delivered or sent by certified mail (return receipt requested), recognized overnight courier service, email with receipt confirmation, or another similar form of delivery that provides the sender with written confirmation of receipt. Notices are effective when received, as shown in the written confirmation of receipt, and must be sent to a party at the following address (which the party may change by giving proper notice under this provision):

If to UNA-USA:

UNA-USA, LLC
1750 Pennsylvania Avenue, NW
Suite 300
Washington, D.C. 20006
Attention: UNA Membership

If to Chapter:

Attention: Executive Director

G. **Waivers.** No waiver by any party of any default or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

H. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any

situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

I. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement through the participation of the National Council. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

* * *

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have hereunto set their hands and seals as of the Effective Date.

UNA-USA:

UNA-USA, LLC

By: Name: Richard S. Parnell
Title: Chief Operating Officer, UNF

Signature: _____

Date: _____

**CHAPTER: [in accordance with
Chapter Board approval]**

By: Name: Laarni von Ruden

Title: President

Signature: _____

Date: July 31, 2017

Annex 1
License to Use Certain UNA-USA Intellectual
Property

I. License. In accordance with UNA-USA's non-exclusive grant of a charter to Chapter in the described Jurisdiction, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "United Nations Association of the United States of America," the name "United Nations Association of the USA," the acronym "UNA-USA", and the logo of UNA-USA, and other UNA-USA trademarks, service marks, trade names, and logos made available by UNA-USA from time to time (collectively, the "Marks"); (ii) UNA-USA's membership mailing, telephone, telecopier, and electronic mail lists with respect to past, current or prospective members of UNA-USA located within the Jurisdiction (collectively, the "Mailing List"); and (iii) all copyrighted or proprietary information and materials provided by UNA-USA to Chapter during the Term of the Chapter Affiliation Agreement (collectively, the "Proprietary Information") (the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with its name and acronym and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under the Affiliation Agreement, subject to the terms and conditions of the Affiliation Agreement and any written guidelines issued by UNA-USA, otherwise incorporated herein, or subsequently provided to Chapter by UNA-USA. Any terms not defined in this Annex 1 are defined in the Chapter Affiliation Agreement.

A. The Intellectual Property may be used by Chapter if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Subject to the terms of Section 7 of the Affiliation Agreement, Chapter acknowledges that any failure by Chapter to comply with the terms and conditions contained herein may result in the immediate suspension or revocation of this license, in whole or in part, by UNA-USA and/or the suspension or revocation of the charter of Chapter by UNA-USA.

B. The Chapter agrees that it shall not revise or alter the Marks in any way and not use the Marks in conjunction with any other trademark, service mark or other mark without the prior written approval of UNA-USA in each instance.

C. The Intellectual Property is and shall remain at all times the sole and exclusive property of UNA-USA. Except for programs, events, and activities authorized under the terms of the Affiliation Agreement, Chapter shall not permit any third party to use the Intellectual Property without UNA-USA's prior written approval. Such approval may be granted if Chapter wishes to indicate its participation in a coalition. Chapter shall not sell or trade the Intellectual Property without UNA-USA's prior written approval. UNA-USA hereby agrees not to use any copyrighted or proprietary information or materials developed by Chapter without Chapter's prior consent.

D. Chapter agrees to maintain the confidentiality of the Mailing List. Neither UNA nor Chapter shall sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the prior written approval of UNA-USA.

E. Use of the Intellectual Property shall not create any 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; provided, however, Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender, or other termination of this Agreement.

Prepared: April 27, 2011
Updated: May 20, 2014
Updated: March 20, 2017