

## REGIONAL CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Construction Management CMAA of America (CMAA), a 501(c)6 nonprofit corporation, with its principal place of business at 7926 Jones Branch Drive, Suite 800, McLean, Virginia 22102, and the \_\_\_\_\_ Chapter of the Construction Management Association of America, a 501(c)6 nonprofit corporation, with its principal place of business at \_\_\_\_\_.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

### **I. Grant of Charter to Chapter.**

A. Charter. CMAA hereby grants to the Chapter a non-exclusive charter to be a chapter of CMAA. In accordance therewith, Chapter is authorized to use the name "Construction Management CMAA of America," "CMAA" and logo of CMAA in or in connection with Chapter's name, acronym and logo, with the authority to use such marks in connection with Chapter's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by CMAA.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by CMAA or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender.

C. Territory. Chapter shall represent CMAA as CMAA's affiliate in \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with CMAA's mission and purposes as set forth in CMAA's Articles of Incorporation and Bylaws or as otherwise established by CMAA's Board of Directors. Chapter acknowledges that this designation is non-exclusive in the Territory and that CMAA may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. Authorized Activities. CMAA specifically authorizes Chapter to conduct activities within the Territory as may be consistent with the mission and purposes of CMAA and in which CMAA may from time to time authorize Chapter to engage. In conducting those activities, the Chapter shall abide by and promote the purposes and objective of CMAA as set forth in the CMAA Bylaws. The Chapter shall conduct all activities in a manner to uphold the highest professional and ethical standards of the profession and CMAA.

1. Promote and support the purposes and objectives of CMAA in the local design and construction community.

2. Promote and encourage the growth of CM and the improvement of CM practice.
3. Promote CM through relationships with academic institutions and student organizations.
4. Promote regional activities for CMAA members.

## **II. Membership.**

A. Membership in CMAA is a prerequisite to Chapter membership. The terms and conditions of membership in CMAA shall be determined exclusively by CMAA. The terms and conditions of membership in the Chapter shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws. All members of CMAA currently in good standing and located within a Chapter's assigned geographical territory, as defined by CMAA, shall be members of that Chapter.

B. A Chapter must maintain a minimum active membership of three corporate membership and nine individual category CMAA members, including the Chapter officers, to be eligible to be chartered as a CMAA Regional Chapter. No person, firm, organization, or other entity shall be considered a Chapter member or be accorded any privilege or benefit of membership who is not a member in good standing of CMAA.

C. Chapter membership categories, if used, shall be the same as those assigned to members by CMAA.

## **III. Obligations of CMAA.**

CMAA's obligations under this Agreement shall include:

A. Assisting local members in putting on periodic regional market seminars as forums for communication and business development

B. Assisting in the formal establishment of a chartered regional chapter for CMAA members as the most direct form of outreach when there is assurance that the critical mass of membership and the capacity for sustained interest and leadership exists to maintain an active chapter of CMAA.

C. Providing administrative support and operational guidance/direction, particularly with regard to fiscal, insurance, membership, certification, educational programs, and other matters requiring coordination with the national program.

## **IV. Obligations of Chapter.**

Chapter's obligations under this Agreement shall include:

A. Corporate and Tax Status. If applicable, Chapter warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing, and is and shall remain exempt from federal income tax under Section 501(c)6 of the Internal Revenue Code.

B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of CMAA, Chapter heretofore provided to CMAA, and CMAA provided its approval to, the Articles of Incorporation and Bylaws of Chapter. Such Chapter Bylaws are, and shall remain, consistent in all material respects with the Model Bylaws attached hereto as Exhibit A and incorporated by reference herein. Any amendments to Chapter's Articles of Incorporation or Bylaws must first be submitted to, and approved by, the CMAA Board of Directors. Chapter shall have as its purposes those set forth in the Model Bylaws attached hereto, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in CMAA's Bylaws and all other chapter-related policies, the Guidelines for the Administration of CMAA Regional Chapters, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by CMAA (all of which are incorporated by reference herein).

C. Governance. The Chapter shall be governed by a Chapter-elected Board of Directors and officers in accordance with the Standard Regional Chapter Bylaws. No person, firm, organization or other entity shall be elected, appointed, or otherwise assigned to act in an official capacity, in or on behalf of the Chapter, who is not a current member of CMAA.

D. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status.

E. Tax Exempt Activity Limitations. The CMAA is prohibited from engaging in certain activities that are specified in the applicable tax laws. For example, and not by way of limitation, the CMAA as a tax exempt organization is prohibited from participating in or intervening in any political campaign on behalf of or in opposition to a candidate for public office. The Chapter shall not engage in activities that are not tax exempt under IRS 501(c)(6) and shall seek guidance from CMAA in connection with Chapter activities and the applicability of IRS 501(c)(6) (if applicable).

F. CMAA Foundation. The CMAA's IRS 501(c)(3) charitable Foundation is the appropriate repository for contributions to be utilized by the Chapter for research or educational purposes within the guidelines established by the Foundation. The Chapter shall obtain the approval of CMAA for any and all Chapter activities that are to be conducted for the purpose of soliciting or receiving money that is to be contributed to the Foundation.

G. Recordkeeping, Reporting and Inspection. The Chapter shall establish and maintain a bank account or accounts and financial records of all income and expenses. Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to CMAA copies of its Articles of Incorporation, Bylaws and 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). Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to CMAA summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of CMAA and at CMAA's expense, Chapter shall permit CMAA or CMAA's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. Alternatively, Chapter shall send to CMAA copies of such records.

H. Chapter Dues. The Chapter may collect Chapter dues from members as approved by the CMAA Board of Directors. The payment of dues shall be voluntary and no CMAA member shall be denied participation in Chapter activities for non-payment of Chapter dues. The annual Chapter dues assessment to be charged each Chapter member must be approved by the CMAA Board of Directors. Any change to dues assessments must be approved by the CMAA Board of Directors.

I. Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of CMAA, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through CMAA in support of such programs and activities. Chapter shall send to CMAA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. CMAA may, at its sole discretion, send representatives to observe such programs and activities.

J. Government Affairs Efforts. Chapter shall endeavor to conduct government affairs efforts within the Territory consistent with the purposes and objectives of CMAA. In performing this function, Chapter shall work with CMAA in order to ensure national consistency in these efforts. Chapters are prohibited from involvement in election campaigns.

## V. Intellectual Property and Confidential Information.

A. Limited License. In accordance with CMAA's non-exclusive grant to the Chapter to be a chapter of CMAA in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Construction Management Association of America," "CMAA," logo of CMAA, and other CMAA trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"); (ii) CMAA's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of CMAA located within the Territory (hereinafter collectively referred to as the "Mailing List"); and (iii) all copyrighted or proprietary information and materials provided by CMAA to Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by CMAA.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of CMAA. The Intellectual Property may be used by Chapter of CMAA if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by CMAA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by CMAA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by CMAA in its sole discretion.

2. CMAA's logo may not be revised or altered in any way, and must be displayed in the same form as produced by CMAA. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of CMAA.

3. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without CMAA's express prior written approval. Chapter shall not sell or trade the Intellectual Property without CMAA's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of CMAA, discredits CMAA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between CMAA and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from CMAA.

4. Chapter shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of CMAA.

5. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Chapter Territory, and any other guidelines that CMAA may prescribe.

6. CMAA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. CMAA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

7. Use of the Intellectual Property shall create no 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. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

## **VI. Relationship of Parties.**

The relationship of CMAA and Chapter to each other is that of independent contractors. Nothing herein shall create any CMAA, joint venture, partnership, or agency relationship of any kind between the parties. 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, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that Chapter is an agent of CMAA.

The Chapter shall provide for and maintain liability insurance in connection with all Chapter activities.

## **VII. Indemnification.**

Chapter shall indemnify, save and hold harmless CMAA, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, 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 (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to CMAA of costs and expenses as they occur. Chapter shall promptly notify CMAA upon receipt of any Claim and shall grant to CMAA the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

## **VIII. Revocation or Surrender of Charter.**

A. Revocation of Charter. The charter granted by CMAA to the Chapter hereunder shall remain in full force and effect unless and until revoked by CMAA or surrendered by Chapter in accordance with the provisions of this Agreement. CMAA, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement. Failure to meet stated Chapter Charter requirements, to follow administrative procedures, or to maintain a level of activity and leadership consistent with the objectives of CMAA regional chapters are grounds for termination by the CMAA Board of Directors.

Any decision by CMAA to revoke Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; however, CMAA shall provide Chapter with a minimum of thirty (30) days from the date of such notice to respond. Cure for all outstanding problems must be initiated with the Chapter's response to the

notification and be totally corrected within ninety (90) days from notification. In the event that CMAA determines, in its sole discretion, that Chapter has not corrected the condition leading to CMAA's decision to revoke Chapter's charter, CMAA shall so notify Chapter in writing. CMAA's decision shall become final unless, within thirty (30) days of its receipt of written notice from CMAA, Chapter delivers to CMAA 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 Board of Directors of CMAA pursuant to the applicable rules or procedures prescribed by CMAA's Board of Directors. The decision of CMAA's Board of Directors upon such appeal shall be final and not subject to further appeal.

B. Surrender of Charter. Chapter may surrender its charter by delivering to CMAA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

## **IX. Miscellaneous.**

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the Commonwealth of Virginia. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the Commonwealth of Virginia. Each party hereby consents to the jurisdiction of the federal, state and local courts

located within the Commonwealth of Virginia.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to CMAA: 7926 Jones Branch Drive, Suite 800  
McLean, Virginia 22102  
Attn: Bruce D'Agostino, Executive Director  
Fax: 703-356-6388

If to Chapter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Construction Management Association of America

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Chapter of Construction Management Association of America

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_