

Chapter Affiliation Agreement



This Chapter Affiliation Agreement ("Agreement") is entered into between the FBI National Citizens Academy Alumni Association, Inc., a Florida nonprofit corporation, ("FBINCAAA") and the FBI DETROIT Citizens Academy Alumni Association, a/an _____ nonprofit corporation ("Affiliate Chapter" or "Affiliate") (each a "Party" and, together, the "Parties").

The purpose of this Agreement is to outline the fundamentals of participation in the Citizens Academy Alumni Association ("CAAA") program, and the relationship between the FBINCAAA and its Affiliate Chapters. All Affiliate Chapters exist to support the strategic initiatives of their local FBI Field Office ("FO"), to support the FBI's Community Outreach Programs, and to use their positions of leadership to further positive relationships between the FBI and the citizens they protect. FBINCAAA provides informational support, guidance, and services to the Affiliate Chapters, and works directly with FBI headquarters to empower Affiliate Chapters to obtain all necessary resources, remain in legal compliance, and accomplish their charitable missions. The purpose of this Agreement is to further outline the relationship between the FBINCAAA and the Affiliate Chapters. Although they are associated with the FBI, the FBINCAAA and each Affiliate Chapter are nonprofit organizations separate and apart from the FBI.

In accordance with the terms and conditions of this Agreement, and in accordance with the policies as established from time to time by FBINCAAA, the Parties agree as follows:

1. **BENEFITS WHILE IN GOOD STANDING.** For so long as the Affiliate Chapter remains in good standing with FBINCAAA and in compliance pursuant to its Memorandum of Agreement ("MOA") with its local FO, the Affiliate Chapter is granted the following rights for the duration of this Agreement:
 - a. Use of the name styled "FBI DETROIT Citizens Academy Alumni Association";
 - b. Use of the CAAA program's goodwill and other intellectual property, including a specifically designed CAAA logo for the Affiliate on a limited, nonexclusive, royalty-free license basis;
 - c. Access to "Alumni Only" sections of FBINCAAA website (fbincaaa.org);
 - d. Access to member restricted social media accounts (Leadership Conference and Chapter Forum);
 - e. Access to BoardEffect or such other internet based storage system as designated by the FBINCAAA (subject to licensing limitations);
 - f. Access to specialized online officer and director training and information;
 - g. Access to model documents to assist in the development and administration of each local CAAA;
 - h. Access to resources, training, information, and technical assistance supporting the use of best practices, priorities, and supporting mission needs of the FBI;
 - i. Access to periodic informational conference calls (CHATS, RCC calls);
 - j. Access to partner programs and vendors;
 - k. Access to the FBINCAAA National Leadership Conference; and
 - l. Utilization of such other privileges as granted to Affiliate Chapters by FBINCAAA from time to time.
2. **REQUIREMENTS FOR ALL AFFILIATE CHAPTERS.** To remain in good standing with the FBINCAAA, each Affiliate Chapter must achieve and maintain compliance with all items listed on Exhibit A – Requirements for all Affiliate Chapters, attached hereto and incorporated by reference herein.

- 3. RELATIONSHIP AND AFFILIATE CHAPTER TAX EXEMPT ORGANIZATION STATUS.**
- a. The FBINCAAA serves as the official governing organization, interface, and liaison with FBI Headquarters and Affiliate Chapters for the FBICAAA program.
 - b. The FBINCAAA supports excellence in Affiliate Chapter operations through expert counsel, peer networking, training, and resources;
 - c. The FBINCAAA provides governance and compliance oversight of Affiliate Chapters through agreements, policies, and procedures.
 - d. The FBINCAAA and the Affiliate Chapter agree to maintain a communicative, cooperative, and supportive relationship. FBINCAAA and the Affiliate Chapter expect and desire that each shall support, assist, and/or participate with the other regarding all matters of common interest as well as to advance the community outreach efforts of the FBI.
 - e. Affiliate Chapter must always be recognized by the IRS as a 501(c)(3) tax-exempt organization.
- 4. MEMBERSHIP FEES & FUNDS.** Affiliate Chapter is responsible for the payment of an annual Chapter Affiliation Fee to FBINCAAA, to be determined solely by the FBINCAAA and to be announced prior to each calendar year. The FBINCAAA has the right to expend all funds collected or raised, provided that the expenditures are within the guidelines as established from time to time by FBINCAAA, and further provided that the expenditures are consistent with FBINCAAA's qualification for tax-exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 5. NO AUTHORITY TO BIND.** Affiliate Chapter has no authority to bind the FBINCAAA, enter into any agreement on behalf of FBINCAAA, and/or incur any obligations on behalf of FBINCAAA without FBINCAAA's prior written consent.
- 6. TERM, RENEWAL & TERMINATION.**
- a. Term: This Agreement shall continue in full force and effect from the date of execution until December 31 of the initial calendar year for which it is executed, and shall thereafter automatically renew for successive periods of one (1) calendar year unless terminated or modified.
 - b. Termination: Either party, with or without cause, may terminate this Agreement upon written notice to the other party. Upon termination of this Agreement, except for documents described and disclosed in writing by the Affiliate Chapter to be subject to either a claim of legal privilege or a claim that disclosure is prohibited by law, the Affiliate Chapter will remit all historical documentation to FBINCAAA for its retention and/or redistribution in accordance with the guidelines established by FBINCAAA. Moreover, Affiliate Chapter must immediately cease use of any name containing the words "FBI", "FBI DETROIT Citizens Academy Alumni Association," and FBICAAA, as well as use of the FBICAAA program's logo and goodwill. All Affiliate Chapter benefits cease upon termination, provided, however, that termination shall not discharge any liability incurred by the Affiliate Chapter or which arises prior to termination.
- 7. MISCELLANEOUS PROVISIONS.**
- a. This Agreement constitutes the exclusive agreement among the parties with respect to the topics covered herein, and supersedes all prior agreements and understandings, both written and oral, among the parties. The Agreement may be amended from time to time by the written agreement of the Parties.
 - b. The FBINCAAA and the Affiliate Chapter are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other except as created for the limited purposes set forth herein. At no time shall either party represent itself to be acting in any of these capacities.

- c. This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.
- d. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
- e. This Agreement shall be deemed to have been executed and delivered within the State of Florida, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida applicable to contracts.
- f. Affiliate Chapter and its leadership agree to maintain the confidentiality of any Confidential Information provided to it by FBINCAAA. The term "Confidential Information" shall include, without limitation, the following types of information or other information of similar nature (whether or not reduced to writing or designated as confidential): information relating to FBINCAAA generally, as well as specific FBINCAAA business plans, committee and Board activities, internal and financial information, membership, and communication information and strategy, and any other information related to FBINCAAA's business that is not in the public domain and/or that is customarily considered within the industry and profession to be confidential. Confidential Information shall not consist of information that (i) was in the Chapter's possession on or before the date that it received such information from FBINCAAA; (ii) was received by the Chapter from another third party that was not known to the Chapter to be under any obligation of confidentiality to FBINCAAA; (iii) was, is, or becomes public knowledge other than by a breach of confidentiality by the Chapter; or (iv) anything that the Chapter develops on its own without any resources from FBINCAAA.

IN WITNESS WHEREOF the parties have signed this Agreement to be effective as of the date of the last to sign below.

For FBINCAAA:

By: Alicia Wadas
Its: President
Date: 12/2/2021

For AFFILIATE CHAPTER:

By: Lawrence F. Kolasa
Its: PRESIDENT
Date: DECEMBER 1, 2021

EXHIBIT A

REQUIREMENTS FOR ALL AFFILIATE CHAPTERS

1. Annually execute a MOA with its local FO and remain in compliance with that MOA at all times. The MOA shall document the agreed-upon community outreach activities to be undertaken by the Affiliate Chapter.
2. Shall not use the FBI name or seal without the express permission of the FBI. Affiliates shall take no action which infers agency with the Federal Bureau of Investigation.
3. Must act only in the best interests of the FBI, while maintaining the integrity of the requirement to be separate and apart. Advice and consent of the FBI to proposed actions is recommended, but each local Affiliate Chapter must maintain an independence of finances and decision-making. Service as a liaison to the Board is appropriate for FBI employees, but FBI employees may not be Affiliate Chapter members, act as an Affiliate Chapter officer or director, or vote on matters brought before the Affiliate Chapter.
4. Ensure a disclaimer as approved by the FBI is on all websites, social media, publications, electronic or other communications, and all brochures and marketing materials: "The FBI DETROIT Citizens Academy Alumni Association is a nonprofit organization separate and apart from the FBI."
5. Operate at all times in compliance with this Agreement and with FBINCAAA's Articles of Incorporation, Bylaws, Policies, , guidelines, and other rules that may be implemented and/or amended by the FBINCAAA from time to time at its discretion. Affiliate Chapter represents and warrants that it has received a copy of said documents or has access to them via the Alumni Only section of the FBINCAAA website.
6. Operate at all times in accordance with all federal, state and local corporate, charitable, anti-trust, trade regulation, tax, and all other applicable laws, regulations, and ordinances, including timely filing of all required annual reports or returns. Upon request of the FBINCAAA, the Affiliate Chapter shall, within ten (10) days of request, provide the FBINCAAA with any report, writing, accounting or other information which may be reasonably required for the FBINCAAA to demonstrate compliance with law or regulations.
7. Timely file all state corporation and charitable registration reports (as applicable), and show proof of registration upon request.
8. Chapter Affiliate must obtain its own Federal Employer Identification Number (EIN) and provide same to the FBINCAAA.
9. Shall comply with all IRS requirements to obtain and maintain recognition of exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code and at all times recognized by the IRS as a 501(c)(3) tax-exempt organization.
10. Shall not endorse any candidates for political office, nor engage in any political grassroots lobbying under IRS 501(c)(3) regulations or any actions that may be construed as such under national, state, or local law.
11. Timely and annually file the appropriate Form 990 informational return with the Internal Revenue Service.
12. Shall, within thirty (30) days after receiving any notice from FBINCAAA, provide FBINCAAA with evidence that all mandatory Internal Revenue Service, state and local returns or filings have been made.
13. Be a valid legal entity duly formed and in good standing with the appropriate regulatory agency of its governing jurisdiction.
14. Ensure that the Affiliate Chapter's Articles of Incorporation comply with all IRS requirements, are in accordance with state law, and contain no provision inconsistent with the MOA or any Policies.
15. Operate at all times in compliance with the Affiliate Chapter's own Articles of Incorporation, Bylaws, and other applicable rules and requirements.
16. Adopt and maintain Bylaws and other governance documents that in form and substance adhere to the official Chapter Bylaws template as adopted by the FBINCAAA, and as amended from time to time.
17. Adopt and adhere to the FBINCAAA-approved Code of Conduct and Ethics Policy, Sexual Harassment Policy, Conflict of Interest Policy, Document Retention Policy, and Whistleblower Protection Policy and such other and further policies as the FBINCAAA may enact from time to time in its sole discretion (herein singularly a "Policy" and collectively the "Policies").

18. Ensure that each officer, director, and committee member annually execute an affirmation of their adherence to the Policies.
19. Manage a membership program that includes: a membership coordinator who shall be an elected director; an FBINCAA-approved membership application; an accurate membership list, adequate procedures to maintain membership applications and other required membership records; and collection of individual membership dues from its members.
20. Admit members only in compliance with the FBINCAA Membership Policy which, with very limited exceptions, includes a requirement that each member have either graduated from the corresponding local FO, or reside within the jurisdictional boundaries of the corresponding local FO.
21. Shall not provide certificates of membership, membership cards, or ID cards unless specifically approved by the FBI and FBINCAA.
22. Be current in payment of all FBINCAA annual Affiliate Chapter dues.
23. Maintain at all times a current Chapter Leadership Form with the FBINCAA.
24. Obtain and maintain General Liability and Director and Officer Insurance for the Affiliate at the Affiliate's expense as per FBINCAA guidelines, but at least \$1,000,000 per occurrence.
25. Operate at all times with FBINCAA's requirements for CAAA naming convention, branding/logo, marketing materials, and disclaimer. Only the full legal name or approved acronym of a CAAA may be utilized.
26. Maintain suitable records of all business and financial transactions, including meeting minutes and membership records.
27. Provide accurate and complete financial and operational information to the FBINCAA from time to time, or when specifically requested by the FBINCAA.
28. Act at all times with care, loyalty, and obedience to the FBINCAA and FBI, refraining from any activity or conduct that could damage either the FBINCAA or FBI.
29. Timely file an Annual Chapter Report with the FBINCAA in such form as substance as shall be prescribed.
30. Keep minutes for all Board and member meetings.
31. Designate no less than two persons for document upload responsibilities into BoardEffect, or such other internet based storage system as designated by the FBINCAA (subject to licensing limitations).
32. Upload all minutes, Articles of Incorporation, Bylaws, tax filings, policies, reports and all other governance or operational documents into BoardEffect, or such other internet based storage system as designated by the FBINCAA, in a timely fashion, but not greater than 90 days.
33. Promote, develop, and support the CAAA's mission and purpose of supporting the FBI's community outreach efforts and local initiatives. This includes conducting programs, operations, and activities that further that mission.
34. Implement director onboarding guidelines according to the FBINCAA template, including ensuring new director applications and an onboarding training session. .
35. Utilize the FBINCAA Organization Review Protocol to properly vet all persons and organizations with whom any partnership, financial or other relationship may or is proposed to exist. The local FO must be consulted to ensure that any proposed relationship will not cause embarrassment or concern to the FBI.
36. Conduct a periodic website and social media review for updated and appropriate content.
37. All Chapter leaders, as a prerequisite to Board service, shall complete each training course located online in the Training and Workshops section of the FBINCAA website (fbincaa.org). Chapter leaders shall further familiarize themselves with the policies located on the FBINCAA website in the Chapter Documents section.
38. Chapters shall encourage their leadership and members to join the FBI National CAAA Chapter Forum on Facebook or other official communication platforms to have access to information exchanges.
39. Utilize the Calendar year (January to December) for all purposes, including fiscal year, terms of office and all other purposes.