

## SUMMARY OF CENTRALIZED MODEL MOU

The Chapter Affiliation MOU outlines the relationship between International Association of Business Communicators (“IABC”) and chapters that have chosen to be part of the centralized model. Chapters within this model will no longer have a separate financial and legal entity status. While many of the topics addressed in the MOU are common sense, the intent of the MOU is to establish clearly defined roles, responsibilities, and expectations for IABC and the Chapter. The summary below provides a section-by-section overview of the MOU.

**Section I, Scope of Chapter**, Chapter of IABC is defined by the Chapter’s service area or “Territory.” Chapter to serve the needs of IABC members through various activities within the designated Territory. The Chapter remains active until terminated by IABC or the Chapter.

**Section II, Membership**, states the membership requirements for the Chapter. Chapter members must also be members of IABC. IABC must approve the chapter terms of membership.

**Section III, Obligations of IABC**, describes IABC’s obligations under the MOU, which include providing certain program resources, maintaining a membership database, and financial accounting.

**Section IV, Obligations of Chapter**, describes the minimum expectations for the Chapter’s organization and operation, including reporting obligations. See Exhibit A to review the Terms of Reference for Chapter management.

**Section V, Intellectual Property and Confidential Information**, grants the Chapter the right to use IABC Intellectual Property, including its name and logo, copyrighted materials, membership lists, and other proprietary information and materials. This section also grants the Chapter the right to sublicense the IABC Intellectual Property under the terms set forth herein. Except as otherwise authorized, the Chapter also agrees to keep IABC’s Confidential Information confidential.

**Section VI, Relationship of Parties**, states that IABC and the Chapter are the same legal entity.

**Section VII, Indemnification and Insurance**, This section protects IABC and its other chapters from liability.

**Section VIII, Discontinuing Charter**, establishes procedures to be undertaken by IABC in the event it decides to discontinue a chapter, which includes notice and an opportunity to cure. In addition, in the event the Chapter no longer wishes to be a chapter of IABC, the Chapter has the right to discontinue upon providing notice to IABC.

**Section IX, Miscellaneous**

**INTERNATIONAL ASSOCIATION OF BUSINESS COMMUNICATORS  
CHAPTER MEMORANDUM OF UNDERSTANDING**

**THIS CHAPTER MEMORANDUM OF UNDERSTANDING** (the “MOU”), is made this [redacted] day of [redacted], 20 [redacted] (the “Effective Date”), by and between International Association of Business Communicators (“IABC”) and the [redacted] (“CHAPTER”). IABC and CHAPTER may each be referred to herein as a “Party” and collectively as the “Parties.” The Parties, intending to be legally bound, hereby agree as follows:

**I. Scope of CHAPTER.**

- A. Charter. CHAPTER agrees to abide by this MOU and all IABC Bylaws, rules, policies and procedures relating to Chapters, as adopted by the IABC Board of Directors.
- B. Territory. CHAPTER shall represent IABC as IABC’s affiliate in [redacted] (the “Territory”), pursuant to and in accordance with IABC’s mission and purposes as set forth in IABC’s Articles of Incorporation and Bylaws, the Chapter Terms of Reference, and the terms of this MOU. IABC agrees that CHAPTER shall be the sole and exclusive local professional chapter of IABC in the Territory during the Term. CHAPTER agrees that, except as approved in writing by IABC, IABC shall be the sole and exclusive association representing the interests of communication professionals with which CHAPTER is affiliated or represents. CHAPTER acknowledges that IABC may sponsor or conduct programs, accept members, and perform other activities within the Territory.
- C. Authorized Activities. IABC specifically authorizes CHAPTER to conduct activities within the Territory consistent with and in furtherance of the tax-exempt mission and purposes of IABC, including but not limited to CHAPTER meetings, learning events, professional development activities, networking functions, and all such other activities as mutually agreed upon by CHAPTER and IABC (“Authorized Activities”). CHAPTER and IABC agree to coordinate activities within the Territory, with the mutual goal of devoting their combined knowledge and resources for the benefit of all Members.

**II. Membership of CHAPTER.**

All Members of CHAPTER must be members in good standing of IABC (each, a “Member”). Members of CHAPTER shall reside or work within CHAPTER’s Territory, unless otherwise approved by IABC. The terms and conditions of membership in IABC are determined exclusively by IABC, but CHAPTER may create supplemental requirements for membership in CHAPTER if such requirements are consistent with the requirements of membership in IABC. All CHAPTER dues shall be collected directly by IABC.

**III. Obligations of IABC.**

IABC’s obligations under this MOU shall include:

- A. Provide general membership structure, function and services for IABC members.

- B. Perform outreach, advertising and other activities to recruit new members to IABC and CHAPTER, and to grow or maintain IABC and CHAPTER's membership base.
- C. Provide administrative support and operational guidance/direction, particularly with regard to fiscal matters, insurance, membership, certification, educational programs, and other matters requiring coordination with IABC programs or functions.
- D. Provide management of chapter financial accounting and reporting through the central model. Chapter funds will be held within the HQ account and will become part of the monthly statement of activities and statement of financial position for IABC International.
- E. Maintain or provide for the maintenance of, a database of all CHAPTER members.
- F. Provide or facilitate coordination between CHAPTER and other IABC chapters to allow CHAPTER optimal opportunities for synergy from interaction with other chapters of IABC.
- G. Assist CHAPTER in its mission to pursue the overall IABC goals and objectives within the Territory, to the degree and level decided by the IABC Board of Directors.
- H. To ensure alignment in operations, IABC will provide CHAPTER with policies and procedures that will govern CHAPTER operations. All CHAPTER operations and Term of Reference will align with IABC policies and procedures.

IV. **Obligations of CHAPTER.**

CHAPTER's obligations under this MOU shall include:

- A. Governing Documents. CHAPTER agrees that its governing documents (i.e., Terms of Reference or ToR) and stated purposes therein are and shall remain consistent in all material respects with IABC's governing documents and stated purposes, as currently in effect and as may be amended from time to time. CHAPTER agrees that it will conduct its activities at all times in accordance with such purposes and in accordance to the IABC policies and procedures. In the event CHAPTER's governing documents are not consistent in all material respects with IABC's governing documents, CHAPTER shall work with IABC and amend the governing documents to become consistent in all material respects with IABC's governing documents.
- B. Compliance with Laws. CHAPTER warrants that it is, and shall remain, in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this MOU, and shall otherwise conduct its activities at all times in accordance with all applicable laws and regulations. CHAPTER agrees to work with IABC at all times to acquire, all permits, licenses, and other governmental approvals that may be required in the Territory in connection with its performance under this MOU.

- C. Programs and Activities. CHAPTER shall endeavor to conduct programs and activities that further the purposes and objectives of IABC and CHAPTER, and shall use its best efforts to ensure that these programs and activities are of the highest quality with respect to program content, materials and logistical preparation. CHAPTER shall send to IABC on a regular basis a schedule of upcoming meetings, conferences, and activities that CHAPTER intends to sponsor or conduct.
- D. Financial Responsibility. CHAPTER agrees to accurately report chapter revenues and expenses to IABC. CHAPTER commits to budgeting and managing chapter financials to enhance member value.

V. **Intellectual Property and Confidential Information.**

- A. Grant of License. In accordance with IABC’s exclusive grant to CHAPTER to be a local professional chapter of IABC in the Territory, and subject to CHAPTER remaining in good standing with IABC, CHAPTER is hereby granted a limited, revocable, non-exclusive license to: (i) use the IABC trademark shown immediately below (the “**Licensed Marks**”)

[INSERT MARK]

subject to the additional controls set out in this section V and where, in the above logo, the word “Chapter” or other geographic indicator of the chapter (e.g., “IABC Austin,” “IABC Connecticut”) would be shown in a conspicuous manner and placed in immediate proximity to the Licensed Marks, without modifying the Licensed Marks or combining them with any other attention-getting terms or designs;

- B. Ownership of Intellectual Property. IABC owns all right, title, and interest to the Intellectual Property. Use of the Intellectual Property shall create no rights for CHAPTER or sublicensees in or to the Intellectual Property or its use beyond the terms and conditions of this limited, revocable, non-exclusive license. CHAPTER agrees that its usage of IABC’s Intellectual Property shall be restricted solely to the Authorized Activities, and CHAPTER further agrees that the exploitation of such right of usage shall protect the name and goodwill of IABC.
- C. Quality Standards. In order to ensure and maintain quality standards with respect to the use of the Intellectual Property, all uses of the Intellectual Property by CHAPTER shall be subject to the terms and conditions of this MOU.
  - i. CHAPTER must use the most current versions of the Intellectual Property, which may be updated from time to time, including to the extent the “TM,” “®,” or © symbol is shown. CHAPTER may not revise or alter the Intellectual Property in any way, and CHAPTER must display the Intellectual Property in the same form as produced by IABC. Except as otherwise permitted herein, CHAPTER may not use the Intellectual Property in conjunction with any other trademark, service mark, or other mark without the express prior written approval of IABC. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes.

- ii. 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 Territory, and any other guidelines that IABC may prescribe.
  - iii. IABC 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. IABC 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.
- VI. **Confidential Information.** During the Term of this MOU, CHAPTER's directors, officers, employees, members, and agents may receive or have access to data and information that is confidential and proprietary to IABC. All such data and information ("**Confidential Information**") made available to, disclosed to, or otherwise made known to CHAPTER in connection with this MOU shall be considered the sole property of IABC. Confidential Information may be used by CHAPTER only for purposes of performing its obligations under this MOU. CHAPTER shall not disclose Confidential Information to any third party without the prior written consent of IABC, except as required or permitted by law. CHAPTER shall not use nor duplicate any Confidential Information except as authorized by IABC.
- VII. **Relationship of Parties.** IABC and CHAPTER agree that they are the same legal entity.
- VIII. **Indemnification and Insurance.** IABC shall maintain comprehensive liability insurance and other insurance necessary to protect itself against any Claims arising from any activities in connection with this MOU, and to fulfill its obligations under this MOU.
- IX. **Term & Termination.** The CHAPTER hereunder shall become effective within the centralized model on the Effective Date set forth above and shall remain in full force and effect unless and until revoked by IABC or surrendered by CHAPTER in accordance with the provisions of this MOU.
  - A. **Discontinuing Chapter.** IABC, through its International Executive Board (IEB), shall have the authority to discontinue the CHAPTER if the IABC IEB determines that the conduct of CHAPTER is in breach of any provision of this MOU. Any decision by the IABC IEB to discontinue the CHAPTER shall be initiated by sending written notice to specifying the grounds; provided, however, that IABC shall provide CHAPTER with thirty (30) days from the date of such notice to cure any alleged breach of this MOU.

In the event that IABC determines, in its sole discretion, that CHAPTER has not corrected the condition leading to IABC's decision to discontinue CHAPTER, IABC shall so notify CHAPTER in writing. IABC's decision shall become final unless, within ten (10) days of its receipt of written notice from IABC, CHAPTER delivers to IABC 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 IABC Board of Directors. The decision of IABC's Board of Directors upon such appeal shall be final and not subject to further appeal.

X. **Miscellaneous.**

- A. Entire MOU. This MOU constitutes the entire MOU between IABC and CHAPTER with respect to the subject matter hereof and terminates, supersedes, and replaces all prior and contemporaneous MOUs, representations and understandings of the Parties, oral or written.

If to IABC:

IABC

[Redacted]

Attn: [Redacted]

Mailing Address

Email

If to CHAPTER:

[Redacted]

Attn: [Redacted]

Email

\* \* \* \* \*

**[Signatures appear on following page]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their respective duly authorized representatives as of the Effective Date.

**International Association of Business Communicators**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CHAPTER**

By: \_\_\_\_\_  
CHAPTER President

Date: \_\_\_\_\_

## EXHIBIT A

### Terms of Reference

<b>Role</b>	IABC chapters are charged with meeting the needs of their members, members of the Association, and members of the larger community in which they operate.
<b>Responsibilities</b>	<p>IABC chapters are responsible for maintaining the frequency and quality of activity in the area/territory they serve, and for identifying and promoting those activities of specific interest to their members.</p> <p>IABC chapters also have responsibilities to the Association. IABC chapters must communicate with the Association; submit annual financial and activity reports; report changes in officers and contact information; update chapter member lists; and adhere to IABC policies concerning chapter membership, meeting sponsorship, and authorization of funds.</p>
<b>Membership Voting</b>	<p>Following an open call for nomination in accordance with IABC policies and procedures. Terms to follow board year, turning over after annual World Conference each year. The Chapter Board may consist of nine members and should have no less than five. The below framework may be modified to meet the needs and/or constraints of the chapter:</p> <ul style="list-style-type: none"><li>• One past chair (one-year term)</li><li>• One Chair (one-year term)</li><li>• One Vice chair (one-year term)</li><li>• Treasurer (two-year term)</li><li>• 5 members, each serving a 3-year term</li><li>• 1 member, serving a 1-year term</li></ul> <p>The composition of the Chapter Board will reflect the range of disciplines within the communication profession and across career levels (ref: IABC Career Roadmap) so that expertise is representative of the communications profession as a whole.</p> <p>Chapter members do not receive compensation for their service, nor are they reimbursed for expenses, except in exceptional circumstances.</p> <p>All members of the Chapter board must sign a Confidentiality Agreement, an acknowledgement of the Conflict of Interest policy and when the committee turns over for a new term each year in June.</p>
<b>Chair</b>	{Need to determine a process for appointment/election}



<b>Frequency of Meetings and Manner of Call</b>	The Chapter is encouraged to meet at minimum quarterly.
<b>Quorum</b>	51% of the board members. In the event of a tie, the Chair will have the casting vote.
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Best practices and trends in Association and industry publications</li> <li>• Survey results</li> <li>• IABC Strategic Plan</li> </ul>
<b>Reporting</b>	Annual report (activities, programs, etc.) made available to IABC International and Region to become part of the association annual report and assist with annual audit.
	<p>Chair – This person will lead the work of the Chapter, responsible for presiding over the deliberations and actions of the chapter. The Chapter Chair has the overall responsibility for developing chapter programs, for ensuring that plans and assignments are carried out, and for seeing that the chapter fulfills its obligations to the Association. Works closely with Region leadership and HQ Staff by way of:</p> <ul style="list-style-type: none"> <li>• Guiding work of the chapter</li> <li>• Supporting the advancement of programmatic work/decisions ensuring alignment with the region leadership.</li> <li>• Leads chapter in execution of annual Risk and Opportunity Assessment</li> </ul>