

IECA will send developing chapters an official charter agreement after successful completion of the Petition for Charter process.



CHARTER AGREEMENT

This Agreement is made between the International Erosion Control Association (hereinafter referred to as "IECA") and its affiliated Chapter, _____ (hereinafter referred to as "CHAPTER") on this ___ day of _____, 20__, and contains the mutual rights and responsibilities of IECA and the CHAPTER and their relationship to each other.

1.0 PURPOSE

1.1 The primary purpose of the CHAPTER shall be to pursue the mission statement and goals as set forth in the Bylaws and Policies of IECA. The CHAPTER shall observe and abide by the provisions set forth in this Agreement and shall operate in compliance with the Articles of Incorporation, Bylaws and Policies of IECA.

2.0 JURISDICTION

2.1 The CHAPTER shall have the right to represent IECA in the geographic region defined as _____ and shall be known as the _____ CHAPTER of IECA.

2.2 The CHAPTER agrees that it will not independently advertise, promote, sell or provide its services, programs or activities outside its own established regional jurisdiction without prior written consent of IECA. IECA shall be advised in writing of the CHAPTER'S planned activities and any applicable agreements.

3.0 RELATIONSHIP OF THE PARTIES

3.1 The CHAPTER recognizes its primary obligation to represent, promote and sponsor IECA activities, programs and services.

3.2 IECA and the CHAPTERS agree that their relationship is a contractual one as defined by this Agreement. This Agreement does not establish any agency, joint venture or partnership relationship between the parties. The CHAPTER shall have no right or authority to assign responsibility or liability to IECA for any action of the CHAPTER.

3.3 In the event the CHAPTER enters into any contracts or other agreements with any third party in connection with the CHAPTER'S programs and activities, the CHAPTER agrees that it

shall be solely responsible and liable for such contracts and agreements unless the CHAPTER has first obtained the review and approval of IECA.

3.4 The CHAPTER shall pay to IECA an annual administrative fee of \$ 200 , due and payable by January 31 of each year after the CHAPTER has received its charter from IECA.

3.5 IECA shall, by the terms of this Agreement, market and distribute IECA services, programs and/or activities in cooperation with the CHAPTER. One library copy of all generally available IECA publications and media products shall be provided to each Chapter. No Chapter shall prohibit any IECA activity within the area of its regional jurisdiction without due cause.

3.6 The CHAPTER shall have a nonexclusive, royalty free license to use the IECA logo solely in connection with its activities and services which are approved by IECA. The CHAPTER agrees that all use of the logo shall conform to the usage established by IECA and communicated to the CHAPTER from time to time. The CHAPTER shall not use the IECA name or logo in any circumstance that misrepresents the mission and goals of IECA or otherwise puts IECA at legal risk.

3.7 CHAPTERS will comply with all applicable antitrust and tax laws and other laws, regulations and ordinances that may apply. IECA and CHAPTERS shall be governed by their own Boards of Directors consistent with their respective Bylaws.

3.8 The Charter Agreement shall be reviewed on an annual basis and amended as needed to provide for changes, as approved by the IECA Board of Directors, in the CHAPTER's geographic region, governance procedures, financial status, membership issues, programs or other CHAPTER matters.

4.0 MEMBERSHIP

4.1 The CHAPTER shall set forth requirements for membership in the CHAPTER. At a minimum, membership in IECA will be required of all members of the CHAPTER. The CHAPTER shall establish its own dues structure. CHAPTER dues shall be collected by IECA and distributed to the CHAPTER on a periodic basis.

4.2 CHAPTERS shall consist of a minimum of 15 IECA members.

4.3 IECA has primary responsibility for accumulating and maintaining the IECA membership data base. The CHAPTER shall assist IECA in updating all membership data including any changes of address, phone, fax or other pertinent information.

4.4 If IECA terminates, cancels or suspends any person's membership or if a person allows his or her membership in IECA to lapse, IECA shall notify the member's CHAPTER of such events.

Upon such notice from IECA, the CHAPTER shall terminate, suspend or cancel the person's membership in the CHAPTER. The CHAPTER shall also remove such person from all CHAPTER offices or positions which he or she may hold. The CHAPTER shall not suspend, terminate or revoke the membership of any CHAPTER member without the prior review and approval of IECA.

5.0 PROGRAMS

5.1 The CHAPTER shall develop procedures to sustain membership growth and programs that will appeal to its members including publications and other media services, educational events, member meetings, expositions, research, and scholarship.

5.2 It is recognized that a program, activity or service designed and initiated by the CHAPTER may have potential use by other Chapters and/or IECA. The CHAPTER may choose to make the program, activity or service available to other CHAPTERS and/or IECA on a cooperative non-profit basis at its own discretion. Other Chapters may join together to sponsor such programs if they so choose. When such services, programs or activities are undertaken, IECA must be notified in writing of the arrangements by which such programs are to be offered or jointly sponsored. IECA will cooperate and assist in encouraging these activities which are of benefit to the general membership of IECA.

6.0 POLICIES AND POSITIONS

6.1 IECA shall have the primary responsibility for representing IECA and its members to the public and the media concerning issues which may have national or international impact on erosion control issues, IECA or its members. IECA shall inform the CHAPTER of such activities whenever possible. The CHAPTER shall use its best efforts to coordinate and encourage state and local supplementation of IECA communication efforts.

7.0 GOVERNANCE

7.1 The CHAPTER shall be governed according to its established and approved CHAPTER Bylaws and the provisions set forth in Article 12 of IECA Bylaws. All officers of the CHAPTER shall be members of IECA. CHAPTER Officers are not authorized to represent or act on behalf of IECA.

7.2 The CHAPTER shall maintain its own individual identity as an IECA CHAPTER. The CHAPTER will assure that only IECA members vote at meetings, and represent itself to its members and the public as a distinct organization supporting the philosophy and policies of IECA. The CHAPTER may take and be solely responsible for taking any steps necessary to obtain and maintain a corporate status or business determination including, but not limited to, filing Articles of Incorporation or the equivalent, with the applicable governmental authority; filing periodic reports with the applicable governmental authority and holding annual meetings as may be required by law. In no event shall the CHAPTER take any action or engage in any activity which would in any way jeopardize the tax exempt status of IECA.

7.3 In addition, the CHAPTER agrees that it shall operate and conduct its business affairs in accordance with the established policies of IECA, as set forth in the CHAPTER Bylaws, the CHAPTER Guidelines and other documents that may be adopted from IECA. IECA shall have the right at any time to amend, change or add to such policies at its discretion. The CHAPTER shall have the opportunity to review and comment on any proposed policy changes prior to approval by the IECA Board of Directors. Upon Board approval, such changes shall be promptly provided to the CHAPTER which agrees to be bound thereby.

8.0 FINANCIAL

8.1 The CHAPTER shall be self funded. Funds shall be generated through CHAPTER programs, services and activities in accordance with the CHAPTER Bylaws. The CHAPTER may request financial assistance, in the form of a loan, from IECA not to exceed \$ 300 per year for the purpose of CHAPTER operations. The request shall be in writing and state the intended purpose of the funding and describe the payback method and schedule. The IECA Board of Directors reserves the right to accept or refuse any funding request and may adjust the provisions of this paragraph at its discretion.

9.0 STANDARDS

9.1 The CHAPTER shall observe and maintain the following standards:

1. Submit to IECA an annual financial report and annual activity report.
2. Conduct a minimum of 2 educational events per year.
3. Publish a CHAPTER newsletter, minimum two times per year.
4. Conduct an annual CHAPTER membership meeting per year.
5. Conduct at least 2 CHAPTER Board of Directors meetings per year.
6. Provide IECA with an annual list of CHAPTER members including addresses, phone and fax numbers, CHAPTER membership status, and professional affiliation.

10.0 INDEMNIFICATION

10.1 The CHAPTER and its officers agree to hold IECA and its officers, directors, employees, or agents harmless from any claims arising from CHAPTER activities which are not in accordance with the terms and conditions of this Agreement or the Bylaws or policies of IECA. In the event the CHAPTER and/or IECA is named as a defendant in any legal action as a result of any activity by the CHAPTER, its officers or agents, which is the result of acts or omissions by the CHAPTER which are outside the scope of this Agreement or are in contradiction of this Agreement's terms and conditions, the CHAPTER and its officers shall indemnify IECA, its officers, directors, employees or agents against any and all claims, lawsuits, damages or costs incurred in responding, including but not limited to reasonable attorney fees and costs of suit.

11.0 AMENDMENTS

11.1 Amendments to this Agreement must be approved by the IECA Board of Directors.

12.0 TERMINATION

12.1 This Agreement shall remain in effect unless terminated by IECA. Termination of this Agreement shall not relieve either party of any obligations due and payable to the other party.

12.2 The IECA Board of Directors shall have the authority to revoke this Charter Agreement if the Board determines the conduct of the CHAPTER to be in violation of the conditions of this Agreement.

13.0 MISCELLANEOUS

13.1 This Agreement represents the entire agreement between the parties and may only be modified in writing agreed to by both parties. This Agreement shall be governed and interpreted by the laws of the state of Colorado, U.S.A.

13.2 The CHAPTER may not assign any of its rights or obligations under this Agreement without first obtaining the written consent of IECA.

13.3 In the event of any controversy or dispute arising out of this Agreement, all such matters shall be submitted to arbitration to be conducted under Commercial Rules of the American Arbitration Association at its offices in Denver, Colorado, U.S.A. Any award of the arbitrator shall be enforceable in any court of competent jurisdiction.

14.0 APPENDIX

14.1 The appendix to this Agreement is incorporated and made a part of the Agreement.

14.2 The following items shall be provided by the CHAPTER and included in the appendix:

1. CHAPTER name
2. Names, address, phone, fax numbers of CHAPTER officers with updates provided annually
3. Geographical region of CHAPTER to include names of states, countries, counties, or other distinct and definable regions.
4. CHAPTER Bylaws
5. CHAPTER Articles of Incorporation or, if non U.S. CHAPTER, proof of business determination
6. Name of banking institution and account number(s)

Agreed to this ____ day of _____, 20__.

INTERNATIONAL EROSION CONTROL ASSOCIATION

By
Executive Director, IECA

_____ CHAPTER

By