

**WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY
REGION/AFFILIATE CHARTER AGREEMENT**

Purpose

The Wound, Ostomy and Continence Nurses Society, an Illinois not-for-profit corporation (“Society”), and the Southeast Region/Affiliate of the WOCN Society, a local and/or regional arm or division of the WOCN Society chartered by the WOCN Society, have determined that it is in the best interests of the Society and its regions/affiliates to formally outline the terms of their collaborative relationship.

The purpose of this Agreement (the “Agreement”) is to provide and formalize the terms by which the Region/Affiliate will be considered a region or affiliate (“Affiliation”) of the Society.

Agreement

In support of the purposes set forth above, the Society and the Region/Affiliate agree that the Affiliation will be governed by the following terms and conditions:

1. Region Served and Membership.

- (a) Except as provided below, the Region/Affiliate’s members are limited to Society members that either reside or practice in the geographic area approved and defined by the Society (the “Region/Affiliate”).
- (b) Any individual who (i) resides or has a business office within the geographic area covered by the Region/Affiliate; (ii) applies for and meets the criteria for membership in a particular category of membership as determined by the Society; and (iii) agrees to abide by the Region/Affiliate bylaws and such other rules and regulations as the Region/Affiliate may adopt will become a member of both the Region/Affiliate and the Society in the same category. In addition, membership in the Region/Affiliate may be granted to any Society member in good standing who (i) resides or practices outside the geographic area covered by the Region/Affiliate and (ii) applies for Region/Affiliate membership.

2. Relationship of the Parties.

- (a) The Region/Affiliate will organize itself and conduct its activities in such a manner as to establish its fundamental alignment and functional compatibility with Society.
- (b) The Region/Affiliate’s general purposes and objectives are to support the activities and programs of the Society for the benefit of its members on a local basis. The Region/Affiliate must abide by, and conduct its affairs in accordance with, the purposes and principles set forth in Society’s Bylaws, policies, procedures and rules, as Society, in its sole discretion, may amend or establish periodically.
- (c) Within twelve (12) months following the date of signing this Agreement, the Region/Affiliate will adopt the Operating Guidelines for Regions (attached to this Agreement as Exhibit A) and otherwise revise its bylaws as necessary to adopt the provisions of this Agreement. Thereafter, the Region/Affiliate will adopt, amend, or repeal the provisions of its Operating Guidelines that the Society advises are necessary to maintain the Region/Affiliate’s alignment with the Society Bylaws and any other reasonable rules and regulations adopted by Society as provided in Section 2(b) of this Agreement.
- (d) As an arm or division of the Society operating on the local and/or regional level, Region/Affiliate maintains no corporate existence of its own, and its operations are incorporated within those of the Society.

3. Society Responsibilities.

- (a) Society will maintain the Region/Affiliate's membership database and provide the Region/Affiliate with the following on a monthly basis: (i) dues reimbursement; (ii) the names of those new and renewed members whose dues are included in the reimbursement amount; (iii) any other funds collected on behalf of the Region/Affiliate; and (iv) an updated Region/Affiliate roster.
- (b) Society will provide Region/Affiliate leaders with education and programming on matters of interest and importance to the Regions/Affiliates.
- (c) Society will fulfill all requirements imposed by governmental authorities, including reporting and tax requirements.

4. Region/Affiliate Responsibilities.

- (a) The Region/Affiliate will endeavor to conduct an annual program of activities, including education, marketing, and promotion in its geographic region, that meets minimum requirements set for the Region/Affiliate by Society from time to time.
- (b) The Region/Affiliate must establish a bank account(s) using the federal tax identification number of Society into which all Region/Affiliate funds will be deposited for the purposes of Society and the Region/Affiliate ("Region/Affiliate accounts"). No funds belonging to or collected by the Region/Affiliate may be deposited or held in any accounts belonging to any individual including but not limited to members or directors of the Region/Affiliate. The Region/Affiliate Treasurer and all signatories on account(s) must be bonded.
- (c) The Region/Affiliate will provide the following information to Society quarterly on such dates as Society may establish in its sole discretion:
 - (i) Bank account statements; and
 - (ii) Financial statements, including balance sheet and statement of income and expenses.
- (d) The Region/Affiliate will provide the following information to Society annually on such dates as Society may establish in its sole discretion:
 - (i) Calendar of meetings and all meeting notices.
 - (ii) Election results.
 - (iii) Budget.
 - (iv) Agendas and minutes for all Region/Affiliate board and membership meetings.
 - (v) Up-to-date copy of Region/Affiliate bylaws.
 - (vi) List of Officers and Directors, with up-to-date contact information.
 - (vii) Copies of all bonding and other insurance policies.
 - (viii) Report of activities for preceding annual period, demonstrating conformance with minimum requirements set by Society.
 - (ix) Copy of the annual financial audit conducted by the Region/Affiliate.
 - (x) Any other information requested by Society's Board of Directors to assure the successful operation and function of the Region/Affiliate within the Society.

5. Region/Affiliate Limitations.

- (a) The conduct of any and all activities of the Region/Affiliate pursuant to this Agreement or otherwise on behalf of Society is geographically limited to the Region/Affiliate, unless otherwise expressly authorized in writing by Society.

- (b) The Region/Affiliate may not make any statement nor express a position on any issue that may be construed as representing a statement or position of Society, unless Society has expressly authorized the Region/Affiliate to do so on its behalf.
- (c) In the event that the Region/Affiliate intends to propose legislation on any matter within its Region/Affiliate, such proposed legislation must be reviewed and approved by Society before it is disclosed to any party or otherwise made public.
- (d) The Region/Affiliate may not bind Society to any contract, written or oral, expressed or implied unless the Region/Affiliate has been specifically authorized by Society to do so.
- (e) The Region/Affiliate may not act as a political action committee, or undertake activities resembling those customarily conducted by a political action committee.
- (f) The Region/Affiliate may not amend or revise its Operating Guidelines without Society's prior written approval.
- (g) The Region/Affiliate will at all times conduct its activities in a manner consistent with an organization exempt from Federal taxation under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended ("Code"), and the Region/Affiliate will not take any action that would affect the Society's eligibility for exemption under Section 501(c)(6) of the Code.
- (h) The Region/Affiliate must abide by all applicable requirements of Society's Bylaws, Policies, and Procedures, as enacted or amended from time to time by Society.
- (i) The Region/Affiliate must comply with all federal, state and local laws, requirements and regulations that may apply to the Region/Affiliate as an arm or division of Society.

6. **Trademarks and Branding**

- (a) The Region/Affiliate may use Society's name, including the designation "WOCN Society," as a component of its own name to indicate its affiliation with Society according to all guidelines in effect for the use of Society's name and logo. If in the sole judgment of Society the Region/Affiliate name does not adequately convey the existence of the Affiliation, then Society may require that in all public use the Region/Affiliate name be followed by the designation "A Region/Affiliate of the WOCN Society."
- (b) The Region/Affiliate may use Society's logo for indicating its identity, and may not for this purpose use any other logo, including any modified version of Society's logo, without the express prior written permission of the Society.
- (c) The Region/Affiliate must take all reasonable steps necessary to protect Society's name and logo from unauthorized or inappropriate use, and may not assign, sub-license, or in any other manner transfer the right to use Society's name or logo to anyone else.
- (d) Correspondence, brochures, newsletters, web pages, or any other documents and information produced or published by the Region/Affiliate in any form must, through the use of name, logo, or both, identify the Region/Affiliate in a manner that clearly indicates its affiliation with Society.
- (e) Society may reference the Region/Affiliate Affiliation in marketing, membership, and other materials, and may use the Region/Affiliate's name and logo for any other purposes consistent with the Society's purposes.

7. **Termination of Charter.** Society may revoke the Affiliation and terminate this Agreement in the event the Region/Affiliate breaches any of the terms of this Agreement or acts contrary to the best interests of Society, in the Society's sole discretion. Upon receipt of notice of revocation or termination, the Region/Affiliate must:

- (a) Immediately cease all activities conducted in support of Society pursuant to this Agreement;
- (b) Immediately cease using Society's name and logo (and any modified versions thereof), and immediately cease and terminate any representation of affiliation with Society in any correspondence, brochures, newsletters, web pages, or any other documents and information produced or published by the Region/Affiliate in any format through name, statement, nomenclature, logo, graphic design, or other means; and
- (c) Immediately surrender to the Society all assets being held by the Region/Affiliate, including but not limited to funds, accounts, records, and files.

8. **Interpretation.** In all matters related to the interpretation and implementation of this Agreement, the Society has sole and final determination.

IN WITNESS WHEREOF, Society and Region/Affiliate have executed this Agreement by their duly authorized representatives on the date written below.

WOUND, OSTOMY & CONTINENCE NURSES SOCIETY

By: *Kerith Zucca, MPA, CAE*
 Its: Executive Vice President
 Date: March 30, 2015

Southeast REGION/AFFILIATE OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY

By: Martha Davidson
 Its: President
 Date: 1-8-15

Adopted by the WOCN Board of Directors: September 3, 2014