AFFILIATION AGREEMENT BETWEEN THE
CALIFORNIA SOCIETY OF HEALTH-SYSTEM PHARMACISTS
AND
[NAME OF CHAPTER]
Board Approved April 11, 2010 | revised: 9/18/15

This Affiliation Agreement ("Agreement") is made by and between the California Society of Health-System Pharmacists, a California nonprofit mutual benefit corporation ("CSHP"), and [insert name of chapter], an unincorporated association ("Pharmacy School Chapter"), and is dated effective as of ____________ ("Effective Date").

Background

A. CSHP is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Law of the State of California. It is exempt from federal income and state franchise and income taxes as an organization described under section 501(c)(6) of the Internal Revenue Code and section 23701e of the Revenue and Taxation Code, respectively. CSHP functions as a statewide organization dedicated to the promotion of the pharmacy profession and the representation of its members throughout the state.

B. CSHP has developed a network of affiliated pharmacy school chapters throughout California to facilitate the promotion of its goals and objectives. [Name of chapter] is an unincorporated association of students enrolled in an ACPE-recognized pharmacy program. Pharmacy School Chapter has made application to CSHP for affiliation and now desires to enter into this Agreement to become affiliated with CSHP. CSHP desires to enter into this Agreement to have the Pharmacy School Chapter as an affiliate.

NOW, THEREFORE, the parties hereby agree as follows:

Agreements

A. TERMS OF AFFILIATION

1. Affiliation Structure. Subject to the terms and conditions set forth in this Agreement, as of the Effective Date, Pharmacy School Chapter shall become a "pharmacy school chapter" of CSHP, and shall be subject to the policies and procedures of CSHP as may be amended by CSHP from time to time.

2. Organization and Operation of Chapter. Pharmacy School Chapter is an unincorporated association of students at [name of educational institution] ("Pharmacy School"). Pharmacy School Chapter has adopted, and currently maintains, bylaws for the governance of its organization. Pharmacy School Chapter agrees to submit any future amendments of its bylaws to CSHP for approval, and CSHP agrees to review such amendments.
in a timely manner. The Board of Directors of Pharmacy School Chapter shall be responsible for facilitating communications between CSHP and members of the Pharmacy School Chapter.

3. **Membership Requirements.** Pharmacy School Chapter represents that it has, and will maintain during the term of this Agreement, a minimum of ten (10) active student members of CSHP in good standing.

4. **Support of CSHP Mission.** Pharmacy School Chapter acknowledges that it is required to promote and foster the goals and objectives of CSHP at the Pharmacy School. Pharmacy School Chapter agrees to adopt the official professional policies of CSHP and shall not adopt, publicize, promote or otherwise convey any policy or principle in the name of CSHP that has not been officially adopted by CSHP, or any policy or principle in the name of Pharmacy School Chapter that is contradictory to, or in conflict with, official policies of CSHP. In addition, Pharmacy School Chapter, when requested, agrees to support and assist CSHP efforts to communicate with legislators and other public officials. Pharmacy School Chapter should not, however, support or assist legislators or other public officials independent of CSHP, and shall not make any financial or other contributions of any kind to any candidate for federal, state or local political office independent of CSHP.

5. **Representation at CSHP Meetings and Conferences.** Pharmacy School Chapter shall be responsible for selecting its own delegates to serve in the CSHP House of Delegates ("HOD") and for insuring that at least one (1) delegate attends the Open Forum and both sessions of the HOD. Delegates shall be responsible to report, consolidate and delineate issues at the school level. Pharmacy School Chapter agrees, upon request of CSHP, to help identify any members willing to serve as elected and appointed officials of CSHP. Pharmacy School Chapter acknowledges its responsibility to insure that its representatives, delegates and officials attend CSHP leadership conferences, presidential officer meeting and CSHP regional delegate conferences.

6. **Membership Dues.** CSHP shall be responsible for collecting dues from Pharmacy School Chapter members.

7. **Financial and Other Assistance.** Upon request by Pharmacy School Chapter, CSHP, in its discretion, may provide financial or other assistance to the Chapter. CSHP shall make available to Pharmacy School Chapter its membership recruitment and retention programs, public relations programs, an annual statewide meeting and/or continuing education program, and shall maintain Pharmacy School Chapter membership lists.

8. **Use and Protection of Intellectual Property.** CSHP retains all rights and interests in its name and logo and all related intellectual property, including programs and educational materials (collectively "intellectual property"). Pharmacy School Chapter is authorized to use the intellectual property, indicating that it is a chapter of CSHP, providing member services and similar activities in connection with the promotion and fostering of CSHP goals and objectives. Pharmacy School Chapter shall have no right or authority to license or otherwise permit the use by third parties of any of the intellectual property.
9. **Financial Matters.** Pharmacy School Chapter shall maintain responsible fiscal management policies and practices including the following:

A. Develop and establish a budget for yearly fiscal operations;
B. Establish procedures to maintain responsibility for any debts incurred by the Pharmacy School Chapter;
C. Properly notify CSHP of any financial problems immediately upon identification; and
D. Comply with fiscal responsibility provisions of the Pharmacy School chapter Bylaws.

Pharmacy School Chapter shall not use the federal employer identification number of CSHP for any purpose without the prior express written permission of CSHP. CSHP may, if necessary, serve as fiscal agent to Pharmacy School Chapter provided the parties have entered into a fiscal agent agreement in a form acceptable to both parties.

10. **Chapter Member Activities.** Pharmacy School Chapter shall conduct its business and activities for all members without regard to ethnicity, gender, language, sexual orientation, religion, socio-economic status, physical and mental ability, thinking style, experience and education. Pharmacy School Chapter shall acknowledge new members, extend event invitations and add members to Chapter mailing lists in a timely manner. Member benefits provided by Pharmacy School Chapter should include:

A. A minimum of one (1) newsletter quarterly or a website that is updated at least quarterly
B. Meetings:
   1. A minimum of four (4) general membership meetings
   2. An annual meeting at which new officers are installed (may be included with above meetings);
   3. A meeting (prior to the meeting of the CSHP HOD in order to inform and prepare its delegates regarding issues that will be voted upon at the CSHP HOD;
   4. Open access to affiliated Pharmacy School Chapter leadership through open Board of Directors meetings;
C. Timely acknowledgement of new members, including invitations to Pharmacy School Chapter activities and timely addition of new members to Pharmacy School Chapter mailing lists.

Affiliated Pharmacy School Chapters, in order to assure that CSHP has knowledge of its activities, is required to provide each of the following to the CSHP office and to the CSHP Board Liaison assigned to the Pharmacy School Chapter:

1. Copies of minutes of Board of Directors meetings and general membership meetings;
2. Copies of any periodic Treasurer’s reports; and

3. Proposed and approved budgets.

B. TERM AND TERMINATION

1. **Term of Affiliation.** This Agreement shall be effective as of the Effective Date and shall continue until terminated as set forth in Paragraph B.2.

2. **Termination.** This Agreement may be terminated (a) upon mutual agreement of the parties; or (b) upon a failure by a party ("defaulting party") to meet its obligations under this Agreement. For termination under (b) above, the non-defaulting party shall notify the defaulting party in writing setting forth the reasons or events giving rise to the termination. The defaulting party shall have ninety (90) days to respond in writing describing the corrective actions planned and timetable for their completion. The non-defaulting party shall review the response, and the parties shall work together to facilitate successful completion of the corrective actions within the timetable proposed. If the corrective actions are not completed within the timetable, the non-defaulting party may disaffiliate upon written notice to the defaulting party.

3. **Effect of Termination.** Upon termination, all materials belonging to CSHP shall be promptly returned by Pharmacy School Chapter, and all materials belonging to Pharmacy School Chapter shall be promptly returned by CSHP.

C. MISCELLANEOUS PROVISIONS

1. **No Agency.** Unless otherwise specifically agreed to in writing, nothing herein nor any act of either party, shall be construed to render one party the agent of the other, and neither party shall be held liable for the acts, omissions, statements or representation of the other.

2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, representation and understandings of the parties. No supplement, modification or amendment to the Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

3. **Parties in Interest.** Nothing in this Agreement whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to a party to this Agreement, nor shall any provisions give any third parties any rights of subrogation or action against or with respect to a party to this Agreement.

4. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing. Any party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.
To CSHP:
California Society of Health-System Pharmacists
Attn: Loriann De Martini, CEO
c/o Dianne Coker
1314 H Street, Suite 200
Sacramento, CA 95814

To Pharmacy School
Chapter:

Dated as of the Effective Date.

CALIFORNIA SOCIETY OF HEALTH-SYSTEM PHARMACISTS, a California nonprofit mutual benefit corporation

By ____________________________________________
Loriann De Martini, CEO

By ____________________________________________
Name and Title _________________________________