

# **BLUE STAR MOTHERS OF AMERICA, INC.**

## **AFFILIATION AGREEMENT**

**Between**

**The National Executive Board**

**and**

**Chapter \_\_\_\_\_**

### **STATEMENT OF RELATIONSHIP**

The Blue Star Mothers of America, Inc. (“BSMA”) is a Congressionally-chartered organization formed for the purposes of supporting America’s military, veterans and their families. Its members are mothers of men and women who are serving or have served in the U.S. Armed Forces.

Every Member of BSMA is a stakeholder in the organization. This Agreement is for the benefit of all Members, to ensure that all levels of the organization work together effectively and efficiently.

National (as defined below), Department (as defined below) and Chapter (as defined below) are part of a diverse yet interdependent organization. This document represents commitment of all levels of the organization to approach challenges in a unified and mutually supportive manner mindful of each other’s roles and respectful of each other’s strengths. Each level of the organization has responsibilities for achieving each component of our mission of support and patriotism and must be held accountable to the Members for fulfilling these responsibilities.

In consideration of the foregoing and the mutual promises contained herein, National and Chapter \_\_\_\_\_ enter into this legally binding Agreement (the “Agreement”) to strengthen our commitment to fulfill BSMA’s mission

#### **1. Definitions.**

- 1.1 “National” shall mean the BSMA, which is a Federally-chartered nonprofit corporation based in Washington, D.C., with Chapters throughout the United States. The executive body at the national level is the National Executive Board (the “NEB”), which is charged with carrying out the functions of the organization between annual conventions.
- 1.2 “Department” shall mean the entity based in the State of \_\_\_\_\_ that is charged with carrying out BSMA’s mission at the state-level by working with all local Chapters located in \_\_\_\_\_, if such an entity exists.
- 1.3 “Chapter” shall mean \_\_\_\_\_, the entity charged with carrying out BSMA’s mission at the local level within

a geographical area within \_\_\_\_\_, as approved by National.

- 1.4 “Binding Arbitration” shall mean the hearing and determination of a case in controversy by a person (“Arbitrator”) chosen by National and Chapter, with the resulting decision by the Arbitrator being a final resolution of the controversy.
- 1.5 “Department and Chapter Standards” shall mean those criteria developed by National, the Departments and the Chapters and utilized by National to determine if a Department or Chapter meets the minimum requirements to maintain its status as a “Department in Good Standing” or as a “Chapter in Good Standing”.
- 1.6 “Intellectual Property” shall mean any and all intangible assets that consist of human knowledge and ideas that belong to the BSMA, the use of which is overseen by National. This includes, for example, patents, copyrights, trademarks, logos, and program or project names.

## **2. Representations of the Parties**

- 2.1 National represents and warrants that it is a corporation validly existing and duly organized under the laws of the District of Columbia.
- 2.2 The Parties represent and warrant that each has the authority to enter into this Agreement and that each is not a party to any other Agreement which prohibit the entering into of this Agreement, or which render any provision of this Agreement ineffective or unenforceable. This Agreement is not in conflict with the Congressional Charter, the National Constitution, or the National By-Laws.

## **3. Agreements by National**

- 3.1 National shall provide fair and impartial leadership for the entire organization.
- 3.2 National agrees that, to the extent reasonably practical, it shall facilitate and support Chapter and Department activities consistent with the goals and mission of BSMA.

National shall provide guidance, instruction, and training to all Departments and Chapters with respect to accounting procedures and financial reporting requirements, the management infrastructure of Departments and Chapters, as well as the communications infrastructure of BSMA. This includes providing Department and Chapter with copies of the Congressional Charter, the National Constitution, the National By-Laws, the National Convention Minutes, the National Financial Rules, the National Handbook<sup>1</sup>, all guidelines prepared by National regarding any official BSMA programs, and any other written policies adopted by the NEB through the use of modern technology, programs and systems. No single Chapter, Department or individual shall be given preferential

treatment. This may require that a Chapter, Department or individual may have to put for a personal effort to work with a Chapter or fellow Member who has the access to the technology utilized to distribute and disburse information and training materials. National shall also provide a free link on the BSMA website to Department and Chapter's own pages or websites as well as provide free access to BSMA's online communication groups. National shall provide Department and Chapter with a quarterly newsletter that will be made available to Department and Chapter online and will also be available in paper form upon request. Finally, National shall also provide Department and Chapter with current contact information of all National Officers and Program Chairs.

As more specifically detailed below, National grants to Department and Chapter a non-exclusive right to use the trademarks, service marks, logotypes, or other symbols of National, as well as copyrighted material owned by National. Fees must be paid to National in accordance with the National Financial Rules.

- 3.3 Provided that Department and Chapter are each in compliance with this Agreement and with applicable provisions, of the Internal Revenue Code of 1986, as amended (the "Code") during the term of this Agreement, both Department and Chapter is entitled to use the group exemption obtained by National from the Internal Revenue Service. A violation by Department of this provision shall not affect Chapter's ability to utilize National's group exemption. Likewise, a violation by a Chapter shall affect only the Chapter's ability to utilize National's group exemption.
- 3.4 National agrees to consistently solicit a broad range of Department and Chapter input regarding all matters affecting the organization and the General Membership.

#### **4. Agreements by Department**

- 4.1 Department agrees to promote BSMA's mission within \_\_\_\_\_.
- 4.2 Department agrees to comply with all Department Standards adopted in accordance with the National Constitution and By-Laws as well as with the National Constitution and By-Laws themselves.
- 4.3 Department agrees to provide National and the Chapters within its state with current contact information for all Department officials, including a current mailing address for all BSMA correspondence directed to Department.
- 4.4 Department agrees to provide National and every Chapter within its state with a copy of the following: Department's charter and Standing Rules, the minutes from Department's Convention, and any other policies that Department adopts. This distribution may be through the use of modern technology, programs and systems. No single Chapter or individual shall be given preferential treatment. This may require that a Chapter or

individual may have to put for a personal effort to work with a Sister Chapter or fellow Member who has the access to the technology utilized to distribute and disburse information and training materials.

- 4.5 Department agrees to prepare and file all required registration statements and filings with the appropriate State Agency in the state of Department's incorporation, to maintain its status as an affiliated entity under National's Section 501(c)(3) group exemption, it may not participate in or contribute to any political campaign, nor may it engage in any activities that either support or oppose a candidate for public office. Furthermore, Department agrees not to apply for its own Section 501(c)(3) determination letter from the Internal Revenue Service, but rather will use the National Group Exemption Number.
- 4.6 Department shall operate on the same fiscal year as National, which currently runs from September 1<sup>st</sup> to August 31<sup>st</sup>.
- 4.7 Department shall submit with an annual renewal of this Agreement, BSMA Annual Report, Financial Reports, annual Membership Reports, Membership dues and renewal dues to National by January 31<sup>st</sup> of each year. These reports shall contain any changes in Officers and their contact information, as well as information about upcoming programs, including at least the date and location of such programs.
- 4.8 The parties agree that upon dissolution of Department, its assets, after settlement of all Department liabilities, shall be transferred to National.

## 5. Agreements by Chapter

- 5.1 Chapter agrees to promote BSMA's mission within its area.
- 5.2 Chapter agrees to comply with the National Constitution and By-Laws as well as with the National Constitution and By-Laws themselves.
- 5.3 Chapter agrees to provide National and Department with current contact information, including a current mailing address for all BSMA correspondence.
- 5.4 Chapter agrees to provide each Member of the Chapter with a copy of the following: Chapter's charter and Standing Rules; Department's charter and Standing Rules, and the National Constitution, By-Laws, and all correspondence from the National Executive Board so that all Members can be informed and be active participants in the organization.
- 5.5 Chapter agrees to prepare and file all required registration statements and filings with the appropriate State Agency in the state in which Chapter is located that are necessary to maintain its status as an affiliated organization under National's Section 501(c)(3) group tax-exemption. In accordance with the Chapter's status as a Section 501(c)(3) tax-exempt organization, it may not participate in or contribute to any political campaign nor may it engage in any activities that either support or oppose a candidate for public office. Furthermore, Chapter agrees not to apply for its own Section 510(c)(3) determination letter from the Internal Revenue Service, but rather will use the National Group Exemption Number.  
**[NOTE: SOME CHAPTERS WILL BE GRAND-FATHERED IN**

**AND THIS PROVISION WILL BE REVISED ACCORDINGLY IN THEIR INDIVIDUAL AGREEMENTS.]**

- 5.6 Chapter shall operate on the same fiscal year as National, which currently runs from September 1<sup>st</sup> to August 31<sup>st</sup> unless the Chapter has other IRS documentation to the contrary. *This would only apply to those Chapters that have been grandfathered in with their own 501(c)(3) designation.*
- 5.7 Chapter shall submit with an annual renewal of this Agreement, BSMA Annual Report and Financial Reports to National by January 31<sup>st</sup> of each year. These reports shall contain any changes in Officers, as well as information about upcoming programs, including at least the date and location of such programs.
- 5.8 Chapter agrees to pay the required Chaplains Emergency Fund Obligation annually by the deadline set forth by the NEB.
- 5.9 The parties agree that upon dissolution of the Chapter, its assets, after settlement of all Chapter liabilities, shall be transferred to Department, if such an entity exists. If such an entity does not exist, then all Chapter assets shall be transferred to National.

**6. Assets and Liabilities**

The parties acknowledge and agree that National maintains the responsibility of protecting BSMA's name, reputation, and Section 501(c)(3) tax-exempt status. Because of this responsibility, National has the right to require an audit of Department or Chapter if the circumstances warrant, as determined by the National President and the National Executive Board. Department and/or Chapter expressly agrees to participate in such an audit and to make whatever records are necessary available to National for this purpose. Refusal to submit the requested is grounds for the revocation of the Charter.

**7. Intellectual Property**

- 7.1 All BSMA Intellectual Property, including the BSMA Colors, as defined in the Code of Conduct, is and shall remain at all times the sole and exclusive property of the BSMA and all use of such
- 7.2 Intellectual Property shall be overseen by National, in accordance with 36 U.S.C. § 30507 and 33 U.S.C. § 705. Chapter may use the Intellectual Property if, and only if, such use is made pursuant to the terms and conditions of a limited and revocable license and in accordance with the above provisions of the U.S. Code. Any failure by Chapter to comply with the terms and conditions contained in this Section 7, whether willful or negligent, may result in the immediate suspension, or revocation, of the charter of Chapter by National.
- 7.3 Chapter may not alter the official BSMA Colors in any way if Chapter decides to display them or use them in any way.
- 7.4 Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit

any third party to use the Intellectual Property without prior written approval from National.

7.5 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 the United States law and any other guidelines that National may prescribe.

7.6 National reserves the right to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. National also 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 use of the Intellectual Property is not in accordance with the terms and conditions of this limited and revocable license.

## **8. Renewal Process**

8.1 Chapter is required to renew this Agreement on an annual basis by submitting the required documentation to National.

8.2 If Chapter fails to submit all required documentation, the actions described in Section 9.5 below shall be taken.

## **9. Suspension and Revocation of Charter; Disbandment**

9.1 The charter granted by National to Chapter shall remain in full force and effect until all annual renewal paperwork is due, following the date of this Agreement, unless and until revoked or suspended by National or surrendered by Chapter in accordance with the provisions of this Agreement.

9.2 **Suspension.** National, acting through the NEB, may suspend Chapter's charter if a majority of the NEB, after an investigation, determines that Chapter is not in compliance with this Agreement, the National Constitution, or the National By-Laws. National agrees to provide Chapter with a Notice of Suspension within fifteen (15) days of the NEB's decision to suspend Chapter. The Notice of Suspension will include a clear description of the actions that Chapter must take to remove the suspension.

9.3 Chapter's charter shall be suspended if Chapter has not submitted required annual renewal documentation to National within sixty (60) days of the due date of January 31<sup>st</sup>.

9.4 **Revocation.** National, acting through the NEB, shall have the authority to revoke the charter of Chapter for consistent failure to adhere to this Agreement, just as it had the power to grant such charter. Revocation shall occur after Chapter has been placed on suspension and given reasonable time to remedy the situation and remove the suspension. Any decision by the National Executive Board to revoke Chapter's charter shall be initiated by sending notice to Chapter specifying the grounds for revocation and giving Chapter a final chance to remedy the situation and shall specify a clear deadline for such remedy. In the event that the NEB

determines, in its sole discretion, that Chapter has failed to correct the condition listed in the Notice of Suspension, then the NEB shall notify Chapter in writing within fifteen (15) days of the NEB's decision to revoke the charter and shall inform Chapter of the effective date of the revocation.

9.5 **Disbandment.** The procedures for disbanding a Department or Chapter that are contained in the National By-Laws must be followed if Chapter wishes to disband.

9.6 **Liquidation of Assets.** Under the provisions of this Section 9, all Chapters' assets, including the balance of all bank accounts, must be transferred to Department, if such entity exists. If such entity does not exist, then all assets shall be transferred to National. If such assets are not transferred to the applicable governing body within thirty (30) days of the date of the revocation of the charter or disbandment, a late reminder will be sent to the President of Chapter. If such assets are not transferred to the applicable governing body within sixty (60) days of the revocation or disbandment date, then the National President shall call Chapter's President as a final reminder. If such assets are still not transferred to the applicable governing body within ninety (90) days of the revocation or disbandment date, then the NEB shall declare that Chapter is disbanded, effective immediately, and shall undertake to notify Chapter Members of this decision. National and/or Department, if one exists, shall then take the necessary legal steps to obtain Chapter's assets in compliance with the National By-Laws.

## **10. Conflict Resolution; Governing Law**

10.1 The parties agree that all disputes arising out of, or relating to, the application or interpretation of this Agreement or any provision hereof or any default thereunder by either party shall be submitted to binding arbitration to be conducted within the State where the current National President resides. The term, "current National President", means the person who is serving as National President when a complaint is submitted for arbitration.

10.2 The parties agree that binding arbitration is a condition precedent to the initiation of any other legal action.

10.3 The law governing this Agreement is the law of the District of Columbia

## **11. Entire Agreement; Modification**


11.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior negotiations, correspondence, understandings and Agreements, if any, between the parties. All internal governing instruments, including, but not limited to, the National Constitution and By-Laws, shall be read consistently with this Agreement and to the extent of any conflicting requirements between such governing instruments and this Agreement, said governing instruments shall control.

11.2 No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and duly executed by all parties.

**AFFILIATION AGREEMENT**  
**Between**  
**The National Executive Board**  
**and**  
**Chapter \_\_\_\_\_**

**FOR NATIONAL:**

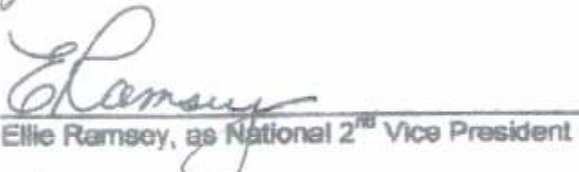
**FOR CHAPTER:**

  
\_\_\_\_\_  
Wendy Hoffman, as National President

\_\_\_\_\_  
, as Chapter President

  
\_\_\_\_\_  
Jane Davis, as National 1<sup>st</sup> Vice President

\_\_\_\_\_  
, as Chapter 1<sup>st</sup> Vice President

  
\_\_\_\_\_  
Ellie Ramsey, as National 2<sup>nd</sup> Vice President

\_\_\_\_\_  
, as Chapter 2<sup>nd</sup> Vice President

  
\_\_\_\_\_  
Kathryn Hood, as National Recording Secretary

\_\_\_\_\_  
as Chapter Recording Secretary

  
\_\_\_\_\_  
Pat Soler, as National Financial Secretary

\_\_\_\_\_  
, as Chapter Financial Secretary

  
\_\_\_\_\_  
Kathryn Venable, as National Treasurer

\_\_\_\_\_  
, as Chapter Treasurer

\_\_\_\_\_  
, as Department President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date