



National Black Association for Speech-Language and Hearing

701 Exposition Place, Suite 206, Raleigh, North Carolina 27615

• Email: membership@nbaslh.org • www.nbaslh.org

Application for NBASLH Affiliate Status (Revised January 2022)

The NBASLH members of _____
(Insert Name of Proposed Affiliate)

are applying for recognition as an affiliate in the National Black Association for Speech-Language and Hearing (NBASLH) as:

Select Affiliate Status:

- University Affiliate: 75% of members or more are students and are required to have 50% of members pay students fee for membership in the Association.
- Professional Affiliate: 75% of members or more are professionals and are required to have each member pay for membership in the Association.

The guidelines for forming a chapter are as follows:

- * Any number of members can form an affiliate. Affiliate members are required to be members of NBASLH as outlined in the Affiliate membership guidelines. A list of the names of the chartering members to be submitted to the National Office with this application.
- * Local NBASLH affiliates operate autonomously, each with its own set of by-laws, regulations, and policies. A copy of the by-laws, regulations, and policies will be submitted to the National Office with this application. If these documents are not available, we will submit the application, and the National Office will assign chapter status as “pending” receipt of the requested items.
- * Affiliates operate only under the “general supervision” of NBASLH. Because of this loose relationship, NBASLH is not responsible for the debts of the affiliate and cannot be responsible for the indemnification of affiliate officers.
- * Once the affiliate is approved and established, the National Office requires the leadership to submit annual status reports by February 15th of every following year to maintain their status as a recognized NBASLH affiliate. The affiliate understands that failure to comply will place the affiliate in an inactive status.

We have read the above guidelines for application as a recognized NBASLH Affiliate and agree to comply with these requirements:

Affiliate President

Affiliate Treasurer

Date

Date

Please provide the National Office with the following information:

Authorized Correspondent: _____

Address: _____

Phone # (home): _____ (work): _____

Fax # _____

E-mail address: _____ Website address: _____

Affiliate President: _____ Affiliate President-Elect: _____

E-mail address: _____ E-mail address: _____

Term: _____ Term: _____

Secretary: _____ Treasurer: _____

E-mail address: _____ E-mail address: _____

Term: _____ Term: _____

By-laws Adopted: _____ No _____ Yes (If yes, attach copy. Include date adopted.)

Total Number of NBASLH Members (attach list) _____

_____ Professional _____ Associate _____ Student

Attachments:

** List of chartering members

** Copy of affiliate by-laws (and regulations or policies)

Please return this form to:

**National Black Association for Speech-Language and Hearing
701 Exposition Place, Suite 206
Raleigh, NC 27615**

Scan and Email to: membership@nbaslh.org

PRINCIPLES OF AFFILIATE COOPERATION

To be signed and agreed upon following review of Affiliate application.

This Agreement, entered into this ____ day of ____, 20__, by and between the National Black Association for Speech-Language and Hearing (NBASLH), a 501(c)3 corporation, and _____ (“Affiliate”), a 501(c)_(choice of “6” or “3” to follow “c”), shall form the basis of a cooperative working relationship between these parties.

RECITALS:

- a. NBASLH, an association of Black speech-language pathologists and audiologists, has entered into an agreement with the American Speech-Language-Hearing Association (“ASHA”) for the establishment of a special interest group.
- b. NBASLH, ASHA, and the Affiliates have the common purpose of serving the profession, the public, and their members in such areas as continuing professional education, public information on speech-language pathology, grassroots activities, membership recruitment, leadership development, and public relations.

TERMS AND CONDITIONS

Now therefore, in exchange of the mutual obligations of the parties to each other, as set forth below, the parties agree:

1) **Relationship**

This Agreement shall establish between NBASLH and the Affiliate a mutually cooperative relationship in which both parties may pursue their mutual interests. Depending upon whether Affiliate elects to be separately incorporated, Affiliate may function as an independent entity or a sub-part of NBASLH. If the latter, Affiliate shall be strictly accountable to NBASLH and governed by NBASLH’s by-laws and policies. **NBASLH Affiliates are all separately incorporated.**

2) **Membership**

- a) **Members of Affiliate:** The terms and conditions of membership in the Affiliate will be established by Affiliate, but shall not be inconsistent with the terms of conditions for membership in NBASLH.
- b) Membership for Affiliate Members in NBASLH:
 - i) All Professional affiliates (*75% of members or more are professionals*) are required to have each member pay for membership in the Association.
 - ii) All University affiliates (*75% of members or more are students*) are required to have 50% of members pay students fee for membership in the Association.

Both Professional and University Affiliate Members are required to pay for Association membership individually for convention membership rate, Association CEU Events, or to receive Association Perks.

- c) **Dues:** Affiliate may collect dues from its members for such purposes as it may reasonably and legitimately determine, but is not required to do so by this Agreement.
- d) **Financial Support:** NBASLH may, at its discretion, provide financial support to Affiliate in the nature of dues rebates or grants for various specific purposes. In addition, Affiliate may, from time to time, seek the financial assistance of NBASLH for general operational purposes or for specific programs, events, or undertakings. NBASLH shall consider any requests by Affiliate in good faith and shall, in its own sole discretion, determine whether some measure of assistance and support may be appropriate.

3) **NBASLH's Obligations**

- a) NBASLH shall work cooperatively with Affiliate to assist in conducting Affiliate's business and fulfilling its purpose and mission in such ways as Affiliate may reasonably request. NBASLH may, subject to a mutual arrangement with Affiliate, provide such services to Affiliate as leadership or board training, membership lists, management services, and review of Affiliate's bylaws and governing documentation. Where appropriate, as where aspects of the assistance may require NBASLH to incur additional costs, NBASLH may require Affiliate, subject to Affiliate's agreement, to compensate NBASLH for such assistance.
- b) NBASLH shall enable Affiliate, by virtue of their close relationship, to avail itself of NBASLH's license to use and reproduce the logo and name of NBASLH, as described in Section 5.
- c) NBASLH shall, if requested by Affiliate, provide assistance to Affiliate in its efforts to engage in activities that are consistent with the positions and interests NBASLH.

4) **Affiliate Obligations**

- a) **Legal Status:** If Affiliate elects to operate as a separately incorporated entity, Affiliate shall register and maintain Affiliate in good standing as a not-for-profit corporation with the Secretary of State, or another appropriate governmental agency, of the jurisdiction in which Affiliate operates. If Affiliate elects a different structure, Affiliate shall advise NBASLH of the legal form in which it wishes to function, and shall take any such steps as may be required to ensure that it is compliant with the laws of the state or jurisdiction where it is located. Affiliate shall comply in all respects with applicable law.
- b) **Federal Tax Exemption:** If separately incorporated, Affiliate shall obtain and maintain tax-exempt status from the United States Internal Revenue Service under Section 501(c) of the Internal Revenue Code ("IRC") and operate its affairs in accordance with the IRS and State tax laws, including annual filings of IRS Form 990, 990-EZ or 990 Postcard tax returns, and such other tax returns required by the State of its incorporation.

c) **Reporting Requirements:**

- (i) All Affiliates, whether operating as part of NBASLH or as an independent organization, should submit this signed agreement by the President of Affiliate by _____.
- Affiliate shall submit to NBASLH the following information and reports by February 15 of each year:
 - Certification from the Department of State, or from the Affiliate President to the effect that the Affiliate has complied with all legal requirements to operate within the state or appropriate jurisdiction.
 - A copy of federal (IRS form 990, 990 EZ or 990 Postcard filing) and state income tax filings for affiliate and foundation (if applicable).
- d) **Bylaws:** Subject to the requirements of the laws governing the Affiliate's operations, Affiliate shall adopt bylaws consistent with the bylaws of NBASLH, including those related to the bylaw provisions: relating to categories, definitions, rights and privileges of membership, or shall consent to be bound by the bylaws of NBASLH.
- e) **Registered Agent:** Affiliate shall, to the extent required by the State in which it operates, appoint a responsible individual or entity which shall be authorized to receive official correspondence, formal notifications and service of process on behalf of Affiliate and its foundation (its "Registered Agent"). Where necessary and appropriate, Affiliate shall take such steps as are required by state law to register the registered agent with the Secretary of State or other appropriate agency of the State. Where, owing to the form in which Affiliate operates and the state in which it is located, no such Registered Agent is required, Affiliate shall ascertain that fact and advise NBASLH accordingly.
- f) **Government Affairs:** Affiliate shall take no position in such efforts that is inconsistent with NBASLH publicly stated positions and interests.

5) **Intellectual Property**

- a) Affiliate acknowledges that NBASLH is the exclusive owner of the NBASLH name and corresponding logo. NBASLH has authorized NBASLH to grant Affiliate a non-exclusive, royalty free right to use and reproduce the NBASLH Logo in combination with the name of Affiliate in a manner acceptable to NBASLH. The affiliate name must include the extension: Affiliate of NBASLH. For example: Houston Affiliate of NBASLH; University of Houston Affiliate of NBASLH.
- b) Affiliate's use of the NBASLH Logo or name shall be solely for purposes consistent with the purpose and mission of NBASLH, which can include its authorized publications, web pages, stationery and literature. No participant, member or agent of Affiliate shall use or otherwise be authorized to reproduce the NBASLH Logo or name for any individual

purpose, or for the benefit of a third party, except as may be expressly authorized by NBASLH. Affiliate may not license, authorize, or otherwise grant to any individual or entity a right to use the NBASLH Logo or name. Other than set forth in this Section, NBASLH grants no other rights in its other intellectual properties to Affiliate.

6) **General Terms**

- a) **Separate Corporate Entities:** Affiliate and NBASLH expressly acknowledge and agree that they may be, at Affiliate's discretion, be separate and independent corporate entities; as such shall not purport to represent the other, or incur any liability, obligation or expense on behalf of the other, except as specifically provided for in this agreement; and shall not therefore be entitled to act as the agent or legal representative of the other.
- b) **Indemnification:** Affiliate and NBASLH agree to indemnify and hold each other harmless, including their respective officers, directors, and employees, from and against any suit, claim, obligation, cost or expense which may arise by reason of the act or omission of the indemnifying party.
- c) **Effect:** This Agreement shall be deemed to have been made in the [Enter] State and shall be construed according to the law of that state.
- d) **Execution of Documents:** Affiliate agrees to have all documents required under this Agreement executed by an authorized officer or representative.
- e) **Cooperation:** Affiliate and NBASLH agree to take all actions necessary to effectuate the purposes of this Agreement and to refrain from any activities that may frustrate the purposes hereof.

7) **Term and Termination**

The term of this Agreement shall extend for fifteen (15) months from the effective date set forth in the opening paragraph of this Agreement, or until a subsequent comparable agreement between NBASLH and Affiliate is executed during the last three months of this term, whichever comes first. In the case of a breach by either party of its obligations hereunder, the non-breaching party may terminate the Agreement by giving written notice of the breach, and cease performance of its own obligations, provided that the breaching party shall have thirty (30) days after such written notice to cure any breach. The Agreement shall also terminate immediately in the event that either party shall cease operations.

8) **Whole Agreement**

This Agreement shall be the entire agreement between the parties and may be modified or amended only in writing as approved and executed by both parties.

The parties hereto have caused this Affiliate Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

NATIONAL BLACK ASSOCIATION OF SPEECH-LANGUAGE HEARING

By _____
NBASLH Chair

AFFILIATE ATTESTION

Date _____

By: _____
Affiliate President

Affiliate Treasurer

Date

Date