**AGREEMENT** entered into this day of , 2021, by and between the

Page 1

# CANADIAN ASSOCIATION OF PROFESSIONAL SPEAKERS (CAPS) and the

 (Chapter), an organization desiring to remain affiliated with CAPS as a Chapter with its principle place of business located at:

IT IS AGREED:

1. **CHARTER** – Applicant is granted a renewed charter as an affiliated Chapter of CAPS and is entitled to all rights, privileges and obligations of a Chapter under the Articles of Incorporation and the Bylaws of CAPS as they are presently in force and as they may be subsequently amended, modified or replaced. Chapter shall comply with all policies, procedures and regulations as may be adopted from time to time by the Board of Directors of CAPS, including those regarding income tax requirements, if any, membership procedures, and use of trademarks and other intellectual property that is owned by or claimed by CAPS. Chapter will complete this Affiliation Agreement annually and provide the information requested.
2. **RECOGNITION OF RIGHTS** – Chapter recognizes that CAPS may from time to time adopt certain policies, regulations and procedures, as well as obtain certain property rights relating primarily to copyright, trademarks, and other property rights of CAPS, and that neither a chapter nor anyone else affiliating with CAPS, may challenge such legal rights of CAPS.
3. **AUTHORITY OF CHAPTER** – Chapter shall take all steps as may be necessary to avoid any direct or indirect concept or appearance that it has apparent or real authority, expressed or implied, to bind or otherwise obligate CAPS in any way for any act of omission of Chapter, its Officers, Directors, Employees, Agents, Members and each of them.
4. **TERM OF AGREEMENT** – This agreement shall have a term of 12 months (January 1, 2021 to December 31st, 2021) or as determined by the Board of Directors of CAPS. This agreement and the affiliation of the chapter with CAPS may be terminated at any time by CAPS in accordance with such provisions that CAPS shall adopt from time to time. In the event of termination, all of the provisions of this Agreement shall survive such termination insofar as such are necessary for the proper carrying out of its terms and conditions.
5. **JURISDICTION** – Chapter is chartered for the jurisdiction (city, province) of:
6. **MEMBERSHIP IN CHAPTER** – Chapter shall provide membership in Chapter according with the Approved Chapter Bylaws and with the Bylaws, policies, procedures and regulations of CAPS.
7. **GOVERNANCE** – Chapters shall exercise due diligence in managing the affairs of the Chapter in all manners affecting Chapter Members. CAPS members expect, as a minimum, that minutes of their Chapter board meetings be made available in a timely manner and that the financial affairs of the chapter follow generally accepted financial principles. Chapters are required to fulfill all legal obligations, at their own expense, in a timely manner. Chapter is expected to abide by its approved set of bylaws, a copy of which must be provided to CAPS no later than January 31st, 2021, unless other arrangements have been made and approved.

Page 2

1. **NATIONAL OBLIGATIONS & ALIGNMENT** – Chapters agree to: provide accurate and timely quarterly financial reports as and if required by the CAPS Director of Finance; maintain an accurate calendar of Chapter events, at least three months in advance, on the CAPS National Calendar; maintain and promote the CAPS national brand in all Chapter activities, printed materials and website.
2. **CAPS CODE OF ETHICS** – Chapter shall adhere to the CAPS Code of Professional Ethics. CAPS members adopted this Code, as a condition of membership, to give notice that they recognize the vital need to preserve and encourage fair and equitable practices among all who are engaged in the profession of speaking, facilitating or training.
3. **CAPS VISION, MISSION & VALUES** – Chapter shall respect and promote same in all dealings with members and non-members.
4. **CASL** - Chapter shall abide by Canada’s Anti-Spam Legislation and ensure that all correspondence from the Chapter fully complies with this legislation - [http://www.crtc.gc.ca/eng/casl-lcap.htm.](http://www.crtc.gc.ca/eng/casl-lcap.htm)

IN WITNESS AND WHEREOF the parties have caused this Agreement to be executed upon the day and date first written above.

CANADIAN ASSOCIATION OF

(CHAPTER NAME) PROFESSIONAL SPEAKERS

(CHAPTER PRESIDENT NAME & SIGNATURE) (CAPS NATIONAL PRESIDENT NAME & SIGNATURE)

(DATE)

WITNESS BY:

(CHAPTER OFFICER NAME & SIGNATURE)