

AMERICAN PSYCHIATRIC NURSES ASSOCIATION
AGREEMENT FOR CHAPTER COLLABORATION
WITH OTHER ORGANIZATIONS

THIS CHAPTER COLLABORATION AGREEMENT (the “Agreement”) is entered into and made effective this _____ day of _____, 20__ (the “Effective Date”), by and between the AMERICAN PSYCHIATRIC NURSES ASSOCIATION, a nonprofit corporation recognized as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code (“APNA”), on behalf of its state chapter APNA [insert state name] (“Chapter”), and _____, a _____ corporation located at _____ (“Collaborating Organization”).

WHEREAS, APNA, including its state chapters which are an integral part of APNA, is recognized as an expert in the mental health field and psychiatric/mental health nursing, and professional associations, nonprofit organizations with a health-related mission, and other entities regularly request to collaborate with APNA and its chapters to further their missions and goals; and

WHEREAS, Collaborating Organization wishes to collaborate with the Chapter as described in this Agreement; and

WHEREAS, Chapter and Collaborating Organization acknowledge that all collaborations entered into by Chapter must be approved by the APNA Board of Directors upon written request to the APNA Executive Director;

NOW THEREFORE, the parties hereby agree as follows:

1. **Scope of Collaboration:** The scope of the project between the Chapter and the Collaborating Organization (the “Collaboration”), including services to be provided, any financial commitments, key deadlines, and any other material terms and conditions, is described in Exhibit A.
2. **APNA Tax-Exempt Status:** The parties agree that the Collaboration shall engage only in activities that are in alignment with the mission and status of APNA as a tax-exempt organization under Code section 501(c)(3). Further, under Code section 501(c)(3), APNA is prohibited from engaging in partisan political activity and may engage in only a limited amount of legislative activity. The parties agree that the Collaboration shall not engage in any partisan political activity, and shall engage in direct or grassroots lobbying activity only with the specific advance written approval of the APNA Executive Director and the appropriate tracking and reporting of any amount of lobbying activity attributable to APNA through the Collaboration.
3. **Use of APNA Intellectual Property:** Unless otherwise provided in Exhibit A, Collaborating Organization may not use the following: “American Psychiatric Nurses Association,”

acronym “APNA,” logo of APNA, Chapter name, and any other APNA trademarks, service marks, trade names, and logos (“Intellectual Property”). The Intellectual Property is and shall remain at all times the sole and exclusive property of APNA.

4. Actions in APNA Name. The Collaboration and the Collaborating Organization must not speak on behalf of APNA or the Chapter, or take actions that a reasonable person would attribute to APNA or the Chapter, without advance written approval. Any statement on which APNA or the Chapter is listed must be approved in writing in advance by the APNA Executive Director.
5. Independent Parties: Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the parties. The Collaborating Organization and the Collaboration shall have no authority to enter into any agreements or contracts on behalf of APNA or the Chapter. The Collaborating Organization’s directors, officers, employees, and other representatives as well as any representatives of the Collaboration shall not be deemed to be directors, officers, employees, or representatives or agents of APNA or the Chapter.
6. Expenditures and Costs: Unless otherwise provided in Exhibit A, each party will bear their own costs. Neither party can commit the other party to expenditures of any kind without the express agreement of the other party.
7. Term: This Agreement shall commence on the Effective Date and shall remain in effect for one year, unless terminated earlier. This Agreement may be renewed for successive one-year terms. Requests for renewal must be delivered to the APNA Executive Director no later than sixty (60) days before the expiration of the current term so that the required approvals may be obtained.
8. Termination: This Agreement may be terminated by either party for cause upon 5 days’ notice after the terminating party has given the other party notice of the cause and a reasonable opportunity to cure. The Agreement may be terminated by either party without cause upon 30 days written notice to the other party. Any financial obligations listed in Exhibit A will be paid through the date of termination by the party responsible for payment under the Agreement. The parties shall work together to ensure a reasonable transition and wind-down of the Collaboration.
9. Confidentiality: Both parties agree to use good faith efforts to keep confidential any confidential information concerning the other party to which the receiving party obtains access under this Agreement, and to return any documents, photographs, or materials provided by the other party upon request or when no longer needed for performance of services hereunder. “Confidential Information” includes anything that is labeled as confidential or is reasonably understood to be the confidential information of a party, including all information relating to the parties’ operations, programs, policies, plans, goals, or objectives, other than knowledge

independently obtained by the other party or in the public domain.

10. Indemnification and Insurance: Each party agrees to indemnify, save and hold harmless the other party from and against any and all losses, expenses (including, but not limited to, attorneys' fees), damages, claims, suits, demands, judgments, and causes of action of any nature arising from or as a result of (i) the breach of the indemnifying party's obligations under this Agreement, or (ii) the indemnifying party's negligence, recklessness, or intentional wrongdoing. Both parties shall maintain reasonable and appropriate insurance for their operations.
11. Member Privacy: Collaborating Organization agrees to maintain the standards and regulations pertaining to APNA's Member Privacy and Confidentiality, which may be found at <https://www.apna.org/i4a/pages/index.cfm?pageid=3460>.
12. Miscellaneous: This Agreement and the attachments hereto constitute the entire agreement between APNA and the Collaborating Organization, and may be amended only in a written amendment signed by both parties. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers after having obtained all necessary approvals.

American Psychiatric Nurses Association

Collaborating Organization

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Exhibit A

Collaboration

1. Scope of the Collaboration: The Chapter and the Collaborating Organization agree to engage together in the following: _____

2. Fees and Expenses: [The Chapter has no financial obligation with regard to the Collaboration or any of the Chapter's obligations under this Agreement.] OR [The Chapter agrees to cover the following costs and expenses of the Collaboration: _____]. The Collaborating Organization agrees to cover the following costs and expenses of the Collaboration: _____.]

3. Key Deadlines: The parties acknowledge the following key deadlines, if any:

4. Use of the APNA Name: [The Collaboration may not use APNA's name or Intellectual Property.]

OR

[The Collaboration may list the Chapter's name in its membership list but may not attribute any of its actions to the Chapter or use the APNA name and logo in any way that implies that APNA or the Chapter provides, endorses, or guarantees any products or services provided by the Collaboration or the Collaborating Organization.]

Note that there may be other options here but we have listed the most common. If much use of the APNA or Chapter name is being permitted, a license, restrictions, and guidelines on use must be added.

5. Other Responsibilities of the Parties:

[to be added as needed]