

CHAPTER AGREEMENT

THIS CHAPTER AGREEMENT (this “Agreement”) is effective 23 March 2009 (“Effective Date”), and is made and entered into by and between THE SOCIETY FOR CONSERVATION BIOLOGY (“SCB”), a nonprofit charitable and educational organization incorporated under the laws of California, and the Florida Chapter of the Society for Conservation Biology (FLSCB) (“CHAPTER”), an unincorporated association of individuals located at P.O. Box 110430, Gainesville, FL, 32611 (collectively, the “Parties”).

WHEREAS, SCB is an international professional organization dedicated to promoting the scientific study of the phenomena that affect the maintenance, loss, and restoration of biological diversity; and

WHEREAS, SCB is willing to devote certain resources to assist the operations of local chapters; and

WHEREAS, CHAPTER would like to become a chapter of SCB;

Now, therefore, the parties, intending to be bound, agree as follows:

I. SCB Structure and SCB Chapter Roles Within the SCB Structure.

- A.** SCB is an international professional membership organization incorporated under California state law and exempt from taxation under section 501(c)(3) of the Internal Revenue Code. Entering into this Agreement does not make the Chapter a part of SCB’s corporate structure and does not mean that the Chapter is entitled to the privileges conferred on SCB by the Internal Revenue Code. The Chapter entering into this Agreement, whether such Chapter is in the United States or another country, is responsible for ensuring that it is operating within all applicable laws and regulations.
- B.** SCB is a nonprofit membership organization governed by a Board of Governors (“BOG”) which is elected by the SCB Membership. SCB Chapters are represented on the Board of Governors by one Chapter Representative or other designated member who serves as a voting member of the Board of Governors.
- C.** SCB is divided into Regional Sections that represent the following areas: Africa, Austral and Neotropical America, Australasia, Asia, Europe, Marine, and North America. Each Chapter falls under a Regional Section based on geographic location and coordinates with that Section on activities, partnerships and new opportunities. A chapter may choose to be affiliated with the Marine Section if this is an appropriate association or

they may work with the Marine Section in addition to their geographic Section.

- D. SCB Chapters are local groups that work toward the goals of SCB and the Chapter. Chapters provide opportunities for networking, collaboration, and education among conservation students, professionals, community members, and/or decision-makers.
- E. The day-to-day operations of SCB are run by SCB's Executive Office. Within the Executive Office is a Chapter Liaison whose responsibility it is to coordinate activities with Chapters.
- F. SCB may maintain a Chapters Advisory Committee on which a designated member of the Board of Governors sits. The Chapters Advisory Committee acts as an additional body for guidance, support, and advocacy of the Chapter's interests. The Advisory Committee coordinates with the Chapters, the Executive Office, the Sections, and the BOG on activities and policies of mutual interest and influence.

II. Use of Name and Logo.

- A. For the duration of this Agreement, SCB grants to CHAPTER a nonexclusive, nontransferable license (the "License") to use the name "Society for Conservation Biology" (the "Name") within CHAPTER'S name and the SCB logo in association with that name.
- B. CHAPTER accepts the License subject to the terms and conditions set forth in this Agreement. CHAPTER acknowledges SCB'S ownership of the Name and all goodwill associated therewith and agrees that it will do nothing inconsistent with such ownership. CHAPTER agrees that nothing in the License shall give CHAPTER any right, title, or interest in or to the Name other than the right to use the Name in accordance with the License.

III. SCB's Obligations

- A. **SCB Services to CHAPTER.** The Executive Office of SCB shall offer services to support active and official SCB Chapters to the extent reasonably possible. A description of services that may be available can be found on the SCB Chapters website and in the Chapter Handbook and may change from time to time at SCB's discretion. Services and support may also be provided by the Chapters Advisory Committee.
- B. **Chapter Representative to Board of Governors.** SCB Chapters shall be represented on the Board of Governors by one Chapter Representative or other designated member who serves as a voting member of the Board of Governors.

- C. **Financial and Material Support.** SCB may provide grants, other financial support, or material support to CHAPTER at the discretion of SCB.

IV. Chapter's Obligations

- A. **Charter and Bylaws.** Chapter will submit to SCB for approval a proposed chapter charter and bylaws that are based on the sample charter and bylaws provided by SCB and that do not conflict with SCB's charter or bylaws. After SCB has approved the proposed charter and bylaws, CHAPTER shall adopt them. CHAPTER'S bylaws shall include a provision prohibiting CHAPTER from amending them to conflict with SCB's bylaws. Unless otherwise prohibited by law, any amendment to CHAPTER'S bylaws shall not be effective until approved by SCB.
- B. **Membership.** CHAPTER shall accept into its membership all members of SCB who request CHAPTER membership and otherwise meet the membership criteria established by CHAPTER.
- C. **Annual Registration.** CHAPTER shall register with SCB annually during the Annual Registration period to confirm that the Chapter is currently active and in good standing. If CHAPTER fails to register for two consecutive years, the CHAPTER will be deemed inactive and this AGREEMENT shall be deemed terminated as of the last day of the second consecutive Annual Registration Period during which CHAPTER failed to register.
- D. **Prohibited Activities.** No part of the net earnings of the Chapter shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the Chapter. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of this Chapter shall be limited to reasonable amounts.

This Chapter shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of this Agreement or of the Chapter's Charter or bylaws, Chapter shall not take any action 1) not permitted to be carried out by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, 2) prohibited by any law applicable to this Chapter, or 3) if the Chapter is organized outside the United States, prohibited by any law applicable to charitable organizations in the country in which the Chapter is organized.

- E. Chapter Handbook.** The Executive Office of SCB maintains a Handbook to support Chapters in their work and also to inform them of current operational policies of SCB. This Handbook can be found on the Chapters website and is available in hard copy from the Executive Office. CHAPTER agrees to adhere to all policies set forth within the Handbook to maintain compliance with SCB policies as such policies may be changed from time to time by SCB. The Chapter Handbook, including changes that may hereafter be made to it by SCB, is hereby incorporated into this Agreement.

V. Duration, Suspension, and Termination of Agreement

- A. Duration.** This Agreement shall remain in effect until terminated pursuant to this Section V.
- B. Termination.** This Agreement may be terminated as follows:
- 1. For CHAPTER Inactivity; Suspension and Termination.** In the event that CHAPTER fails to file the Annual Registration required under section IV.C., above, for two consecutive years, or if the CHAPTER'S membership fails to elect a Board to govern CHAPTER, or the CHAPTER fails to update its website for two consecutive years, SCB may deem the CHAPTER inactive and CHAPTER'S rights and obligations under this Agreement shall be suspended for a period of years.
 - a. Upon such suspension, CHAPTER shall promptly forward the Chapter's Charter, Bylaws, and remaining funds to the SCB Executive Office.
 - b. For a period of two years from the suspension, SCB agrees to, as much as reasonably possible, refrain from using funds transferred from CHAPTER to SCB.
 - c. During the two years immediately following suspension, CHAPTER may reactivate itself by holding a Special Election to elect its Board, having the board review and vote to ratify the Chapter's Charter and Bylaws, filing an Annual Registration Statement in accordance with section IV.C, above, and executing a new Chapter Agreement. Upon such reactivation, SCB shall transfer to the CHAPTER the balance of any funds remaining of the funds previously transferred from CHAPTER to SCB.

- d. Two years after the date of suspension, if CHAPTER has failed to reactivate itself, this Agreement shall terminate immediately and any funds being held by SCB in accordance with section V.B.1.b. may be used by SCB. The CHAPTER shall be considered dormant and all rights and obligations shall be transferable to a new CHAPTER that convenes in that area.
2. **By SCB for Certain Acts.** SCB may terminate this Agreement immediately upon discovery and / or determination by SCB that CHAPTER engaged in inappropriate activities. Inappropriate activities include but are not limited to: any activity that would jeopardize the legal, financial or reputational position of SCB; misconduct toward Chapter members or the Public; illegal activities; electioneering or campaigning for political candidates or political parties; failure to comply with or violation of any SCB Policy Applicable to CHAPTER; violation of any provision of this Agreement. Rather than choosing to terminate this Agreement immediately, SCB may, at its sole discretion, instead inform CHAPTER of its intent to terminate the Agreement as of a particular date unless CHAPTER discontinues activities in violation of this paragraph.
3. **At Will.** Either party may terminate this Agreement upon 30 days written notice to the other party.
4. **Acts Upon Termination.** On termination of the Agreement, CHAPTER shall promptly: cease using and authorizing the use of any name or trademark or any information relating to or discussed in this Agreement; and turn over to SCB all funds remaining in CHAPTER'S accounts as well as all CHAPTER files and materials, including records of meetings, program materials, financial records and governance documents.

VI. Confidentiality

To the extent that CHAPTER acquires any non-public information or data about or proprietary to SCB, including but not limited to membership information, financial information, donor information, program plans, research, statistical analysis or any other information, data or materials that is not public and that a reasonable person would consider proprietary to SCB, CHAPTER shall not divulge such information or data to any third party or use such information for its own purposes without the prior written approval of SCB.

VII. Miscellaneous

- A. Assignment.** CHAPTER may not assign any rights or delegate any duties under this Agreement without the express prior written consent of SCB.
- B. Modification.** This Agreement cannot be changed or modified except by instrument in writing executed by each of the parties.
- C. Notices.** All notices pertaining to this Agreement (such as modification of this document) shall be in writing and shall be transmitted either by personal hand delivery, by overnight delivery, by email, by fax, or through the United States Postal Service by registered or certified mail, return receipt requested, by either party to the other. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:

(i) For SCB:

Society for Conservation Biology
1017 O Street NW
Washington, D.C. 20001 USA

(ii) For CHAPTER:

Florida Chapter of the Society for Conservation
Biology
P.O. Box 110430
Gainesville, FL 32611

- D. Controlling Law; Severability.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the District of Columbia. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.
- E. References to the Internal Revenue Code.** All references in this Agreement to the Internal Revenue Code refer to the Internal Revenue Code of 1986 as amended or to comparable sections of subsequent internal revenue laws.
- F. Integration.** This Agreement and the Chapter Handbook (including all updates) referred to in Article IV.E. of this Agreement set forth the entire Agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

- G. No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of any breach of that provision or of any other provision.
- H. Survival.** The duties, obligations, and rights imposed or granted in Sections VI and VII, and paragraphs II.B. and V.B.4 of this Agreement survive termination of this Agreement.
- I. Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed the foregoing Agreement.

By: _____ Date: _____
[INDIVIDUAL SIGNING'S NAME, TITLE, Society of Conservation Biology

By:  _____ Date: 23 Mar 2009

Brian J. Smith, President, Florida Chapter of the Society for Conservation Biology