



CALIFORNIA ASSOCIATION
FOR NURSE PRACTITIONERS

CANP and CANP Chapter Alignment Agreement

This Alignment Agreement (the "Agreement") is entered into as of December 5, 2022 (the "Effective Date") by and between the California Association for Nurse Practitioners (CANP), a California corporation having an address at 1415 L Street, Suite 1000, Sacramento 95814 and CANP - Santa Barbara County Chapter a California non-profit having an address at 1923 Grand Ave. S.D. CA 93103 ("the Parties").

RECITALS

WHEREAS, CANP is a non-profit organization focused on being the unified voice and networking forum for nurse practitioners in California, providing expert guidance and advancing the nurse practitioner profession statewide; and,

WHEREAS, CANP is comprised of local Chapters, each of which is a part of CANP, which participates in governance of CANP, which receives benefits and funding through CANP, and which desires to coordinate its activities with CANP for optimal state and local impact; and,

WHEREAS, CANP and Chapter are committed to supporting nurse practitioners, bridging the gaps in health care and meeting the needs of patients; and,

WHEREAS, CANP and Chapter desire to set forth key roles and expectations of CANP and Chapters to provide consistency, brand recognition, and continuity within the specified areas listed below; and,

WHEREAS, CANP and its Chapters desire strong governance, clearly defined expectations and measureable results; and,

NOW, THEREFORE, that in consideration of continuing mutual financial support and other forms of cooperation as noted herein, the Parties agree as follows:

1. **Charter.** CANP grants to Chapter the exclusive charter to operate as a CANP Chapter in the geographical territory described within the parameters detailed on the CANP website.
2. **Name.** CANP licenses the use of its name to the Chapter for the purpose of using the CANP name in conformance with the terms and conditions of this Agreement, provided Chapter shall adopt, continue to enforce, and use as its own name as the following: "California Association for Nurse Practitioners, (INSERT NAME OF CHAPTER) Chapter" and shall refer to itself as such in the conduct of its affairs.
3. **Brand Identity.** CANP licenses the use of the Chapter specific logo to the Chapter for the purpose of identifying itself in conformance with the terms and conditions of this Agreement. Chapters shall use and adhere to the CANP Brand Identity Style Guide and messaging platform and apply reasonable efforts to ensure the brand of CANP maintained and applied appropriately. The Chapter agrees it will use best measures to ensure consistent branding and accordingly will audit its use of the CANP brand on an ongoing basis. CANP supplies Chapters its own specific Chapter logo for use within its Chapter. Chapters



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may not use the CANP state-specific logo without the written approval of CANP.

4. **Website.** CANP will provide one master website for Chapter to use for the following, but not limited to: Marketing and registration of their events, disseminating Chapter information, document repository, Career Center and obtaining Chapter membership reports. Chapter may use an additional email program for communicating with Chapter members unless otherwise provided by CANP. The Chapter agrees to not use a separate website, database or Career Center and will use the CANP Web Administration Guide for general instructions on how to use the CANP website. Chapter will use and adhere to the CANP Brand Identity Style Guide and messaging platform.

5. **Advocacy.** The Parties agree to participate in a program of grassroots activity towards the goal of furthering CANP and Chapter legislative goals. Chapter will engage in advocacy at the local Chapter level in support of legislative policies and objectives established by CANP, conduct meetings with local elected officials, and participate in growing CANP's Political Action Committee (PAC) funds.

6. **Chapter Bylaws.** Chapter agrees to use one master set of bylaws as provided by CANP. Chapter will ensure that the most current set of Chapter Bylaws are uploaded to the Documents Section of the Chapter page within canpweb.org.

7. **CANP Membership.** All members of the Chapter must be members in good standing of CANP.

8. **Leadership.** Any and all Chapter board or committee volunteers must be a CANP voting member in good standing as outlined in the CANP Bylaws.

9. **Standards.** The Chapter shall conform its activities to the purposes of CANP as expressed in the CANP Bylaws, Strategic Plan, Policies, and Code of Ethics as amended from time to time, and as established by the Board of Directors.

10. **Interference with Mutual Programs.** CANP offers products, services and events that benefit our members and Chapters, and that attract non-members to the Association. In order to ensure CANP brand consistency, fairness in terms of benefits enjoyed by each Chapter, and a uniform membership experience, Chapter agrees not endorse any product, service, individual or company that competes directly with a CANP endorsed vendor or member benefit program. Notwithstanding this clause, Chapters may accept advertising, sponsorships, donations or membership (to the extent permitted under applicable rules) from entities competing with CANP endorsed vendors or member benefit programs but may not endorse or otherwise recommend or approve those goods or services. Chapter agrees not to solicit CANP vendors or benefit providers without the written approval of CANP.

11. **Confidentiality.** The Chapter agrees to not distribute membership lists to any outside individual or group (pharmaceutical companies, outside agencies, and / or other vendors).

12. **Incorporation.** The Chapter shall be organized and operated as a separate, independent corporation with its own tax identification number. Neither party shall have the authority to direct or control the other except as specifically provided in this Agreement. Neither party shall have the authority to bind the other except as specifically provided in this Agreement. No partnership or joint venture is created by this Agreement.



13. **Payments.** Subject to the terms of this Alignment Agreement, CANP shall collect all dues and online events revenue for the Chapter and disburse them on a quarterly basis, upon completion of a Chapter Quarterly report and in accordance with the then-current Agreement between CANP and the Chapter. Chapter Dues shall be as determined by CANP through its Board of Directors.
14. **Records and Reports.** The Chapter shall keep such records and report on a quarterly basis to CANP as outlined in this Agreement. The Chapter shall provide quarterly to CANP, copies of its Board of Director's meeting minutes and Chapter financial statements uploaded to the Documents Section of the Chapter page within canpweb.org.
15. **Insurance.** CANP may, at its sole option, procure insurance in the following general coverage areas: Comprehensive general liability insurance or its equivalent and / or association professional liability insurance (directors and officers liability insurance) or its equivalent. The Chapter will be responsible for determining whether those policies, if any, are adequate for the Chapter's particular needs. Chapter may obtain other or additional insurance as it deems appropriate.
16. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other against any claim arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its own activities. Other than as may be required by law, neither Party shall be accountable to the other for punitive or exemplary damages, or damages related to loss of goodwill, lost profits, emotional distress or the like.
17. **Programs, Activities and Materials.** The Parties shall inform each other of significant programs and activities to be presented to members and others. Upon reasonable notice to and consultation with the Chapter, CANP reserves the right to present programs in the Chapter territory. CANP and the Chapter shall exchange education and informational materials produced by each. The Chapter shall provide on a quarterly basis an event / speaker summary to CANP.
18. **Contracting.** Any legal agreements entered by the Chapter must be approved by the Chapter Board and reflected in the Chapter minutes. Such agreements may in no way bind CANP or any other CANP Chapter. Such contracts must not conflict, compete or otherwise interfere with contracts or relationships of CANP.
19. **Tax Matters.** The Chapter is encouraged to adopt the same accounting year as that of CANP. Chapter is solely responsible for preparation and filing of its own tax returns and other legal filings as required by law, regardless of whether Chapter has a separate tax exemption. Chapter agrees to post on its Chapter page of the CANP website a copy of its annual return within 60 days of filing. CANP will advise the Internal Revenue Service that all of its Chapters are responsible for submitting their own tax returns.
20. **Suspension or Termination.** CANP retains the right to suspend or terminate this Agreement and any of the benefits, including dues conferred under it to the Chapter based on a good faith determination by the CANP Board of Directors that the Chapter has substantially breached and / or failed to comply with the provisions of this Agreement or has or is taking actions prejudicial to the interests of CANP. A Chapter may terminate this Agreement for any or no reason by a majority vote of its members.



21. **Review and Revisions.** This Agreement may be revised or amended only by a written document executed by both Parties. Notwithstanding the preceding sentence, CANP may revise its bylaws, policies and / or code of ethics at any time without the consent of Chapter.

22. **Compliance.** The Chapter agrees to comply with this Agreement and the addendums attached herein. If the Chapter fails to significantly achieve and report on its activities, CANP will retain the right to withhold quarterly dues payments until the Chapter meets their obligation to this Agreement as determined by the Board of Directors.

23. **Dispute Resolution.** In the event of a dispute or controversy arising out of this Agreement, the Parties agree to first submit their dispute or controversy to mediation, and second to arbitration under the procedures of the American Arbitration Association in Sacramento, California; the prevailing party shall be entitled to reasonable attorney’s fees and expenses in accordance with those procedures.

This Agreement shall become effective (or continued) as of the date of this Agreement and shall continue until suspended or terminated as provided herein.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CANP: California Association for Nurse Practitioners, a California nonprofit mutual benefit corporation.

Chapter: Santa Barbara County
By: Myra Howard, MN, FNP-BC, PHN
Title: Chapter President
Date: 12/5/22

Pursuant to the authority granted by Chapter Board of Directors motion adopted on a true and correct copy of which is attached to the Agreement.