



CALIFORNIA ASSOCIATION
FOR NURSE PRACTITIONERS

CANP and CANP Chapter Alignment Agreement

This Alignment Agreement (the "Agreement") is entered into as of August 2, 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 Keen Tulare Chapter a California non-profit having an address at PO Box 2231, Bakersfield CA 93390 ("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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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.

By: Julia Thompson

Title: Association Services Coordinator

Date: May 26, 2022

Chapter: Keene/Tulare Chapter

By: Leslie Bloomquist

Title: President

Date: August 2, 2022

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.