



FBI National Citizens Academy Alumni Association

Chapter Affiliation Agreement

This Chapter Affiliation Agreement is entered into between FBI National Citizens Academy Alumni Association, Inc., a 501(c)(3) nonprofit corporation, (FBINCAAA) and FBI Louisville Citizens Academy Alumni Association, Inc., a 501(c)(3) nonprofit corporation, (Affiliate Chapter or Affiliate). FBINCAAA and each Affiliate Chapter are nonprofit organizations separate and apart from the FBI.

The purpose of this Agreement is to outline the fundamentals of participation in the Citizens Academy Alumni Association (CAAA) program, and the relationship between FBINCAAA and its Affiliate Chapters. All Affiliate Chapters exist to support the strategic initiatives of their local FBI Field Office (FO), as mandated by its Memorandum of Agreement (MOA) with the FBI.

In accordance with the terms and conditions of this Agreement, and in accordance with the policies as established from time to time by FBINCAAA, the parties agree as follows:

I. RELATIONSHIP BETWEEN FBINCAAA AND AFFILIATE CHAPTER.

- a. As mandated by its MOA with the FBI, FBINCAAA serves as the official governing organization for participation in the CAAA program and is the exclusive interface and liaison with FBI Headquarters and Affiliate Chapters.
- b. FBINCAAA supports excellence in Affiliate Chapter operations through expert counsel, peer networking, training, and resources.
- c. FBINCAAA provides guidance and compliance oversight of Affiliate Chapters through agreements, policies, and procedures.
- d. FBINCAAA and Affiliate Chapter agree to maintain a communicative, cooperative, and supportive relationship. FBINCAAA and Affiliate Chapter expect and desire that each shall support, assist, and/or participate with the other regarding all matters of common interest as well as to advance the community outreach efforts of the FBI.

II. CHAPTER AFFILIATION FEE. Affiliate Chapter is responsible for the timely payment of an annual Chapter Affiliation Fee to FBINCAAA, to be determined solely by FBINCAAA and to be announced prior to each calendar year. Chapter Affiliation Fees are nonrefundable and not prorated for partial years.

III. TERM, RENEWAL & TERMINATION.

- a. Term: This Agreement shall continue in full force and effect from the date of execution until January 31 of the following calendar year for which it is executed, and shall thereafter automatically renew for successive periods of one (1) calendar year unless terminated or modified.
- b. Termination: Each party retains the right to terminate its participation immediately but shall endeavor to provide at least 30 days advance written notice of its intent to terminate. All obligations of Affiliate Chapter arising under this agreement shall survive termination. Upon termination of this Agreement, Affiliate Chapter shall remit all historical documentation to FBINCAAA for its retention and/or redistribution in accordance with the guidelines established by FBINCAAA. Moreover, Affiliate Chapter must immediately cease use of any name containing the words "FBI", "FBI [ChapterName] Citizens Academy Alumni Association," and "FBICAAA", as well as use of the CAAA program's logo and goodwill.

IV. MISCELLANEOUS PROVISIONS.

- a. Affiliate Chapter has no authority to bind FBINCAAA, enter into any agreement on behalf of FBINCAAA, and/or incur any obligations on behalf of FBINCAAA without FBINCAAA’s prior written consent.
- b. FBINCAAA and Affiliate Chapter are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party represent itself to be acting in any of these capacities.
- c. Affiliate Chapter and its officers and directors agree to maintain the confidentiality within the CAAA program of any Confidential Information about or relating to FBINCAAA, the CAAA program and Affiliate Chapter. The term “Confidential Information” shall include, without limitation, strategic plans, Board, committee, and team activities, internal financial information, membership, and communication information and strategy, and any other information related to CAAA program business that is not in the public domain.
- d. Affiliate Chapter irrevocably grants to FBINCAAA the right to disqualify and remove any person(s) from membership and/or leadership, including service as an officer, director or member of a committee or team. Disqualification and removal is effective immediately upon notification unless otherwise specified. Affiliate Chapter agrees to immediately cooperate and take required actions.
- e. Each Affiliate Chapter must achieve and maintain compliance with all items listed on Exhibit A – Requirements for all Affiliate Chapters, attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF the parties have signed this Agreement to be effective as of the date of the last to sign below.

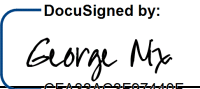
For FBI National CAAA:

By: _____

Its: President

Date: _____

For AFFILIATE CHAPTER:

By:  _____

Its: President

Date: 1/24/2023

EXHIBIT A

REQUIREMENTS FOR ALL AFFILIATE CHAPTERS

1. Annually execute MOA with local FO and remain in compliance. MOA Exhibit A shall document the agreed-upon community outreach activities.
2. The FBI name or seal shall not be used without the express permission of the FBI. Affiliates shall take no action which infers agency with the Federal Bureau of Investigation (FBI).
3. Maintain the integrity of the requirement to be separate and apart from the FBI while ensuring that operations and activities do not conflict with the best interests of the FBI. Affiliate Chapter must obtain the advice and consent of the designated FBI employee to proposed actions, while maintaining independent finances and decision-making. FBI employees are prohibited from voting and may not be Affiliate Chapter members nor serve as an officer or director.
4. Act with care, loyalty, obedience and in the best interests of FBINCAA and the CAAA program.
5. Ensure the FBI-approved disclaimer is on all websites, social media, electronic or other communications, and all published materials: "The FBI [ChapterName] Citizens Academy Alumni Association is a nonprofit organization separate and apart from the FBI."
6. Operate in compliance with this Agreement and with FBINCAA's policies, procedures, guidelines, training, brand standards, and all CAAA program requirements.
7. Be a valid legal entity duly formed and in good standing with the appropriate regulatory agency of its governing jurisdiction.
8. Operate in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including timely filing of all required reports or returns. Affiliate Chapter shall provide FBINCAA with any accounting or other information requested.
9. Comply with all IRS requirements to obtain and maintain recognition of exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code.
10. File appropriate IRS Form 990 informational returns when due.
11. Adopt and maintain compliance with the official FBINCAA Chapter Bylaws template.
12. Utilize teams comprised of Chapter members to enhance work of Affiliate Chapter's Board. Each team must be led by a voting member of the Board. The team concept replaces committee use; no committee shall be formed except as indicated in the Bylaws or expressly approved by FBINCAA. Involvement of a person who is not a Chapter member is permitted to fulfill a specific need or service only when use of a Chapter member is not practical. Non-CA graduates must execute an approved FBINCAA nondisclosure agreement.
13. Ensure that CAAA program participants abide by applicable FBINCAA policies, and each officer, director, general counsel, committee member, and team volunteer, annually execute an Annual Policy Affirmation of their adherence to the Code of Conduct and other policies.
14. Admit members only in compliance with FBINCAA Membership Policy for Chapters.

15. Designate a voting member of the Board to coordinate a membership program mandating an FBINCAAA-approved membership application, maintenance of an accurate membership list, and upload of membership records into FBINCAAA designated internet-based storage system.
16. Shall not provide certificates of membership, membership cards, business cards, or ID cards unless specifically approved by the FBI and FBINCAAA. Only Affiliate Chapter officers and directors may utilize FBINCAAA-approved business cards.
17. Maintain a current Chapter Leadership Form with FBINCAAA.
18. Maintain an email distribution list with a single email address utilizing the format of [Board@fbi\(chapter\)caaa.org](mailto:Board@fbi(chapter)caaa.org) which forwards to all members of Affiliate Chapter Board.
19. Maintain General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
20. Maintain Director and Officer Insurance in an amount not less than \$1,000,000 per occurrence.
21. Adhere to FBINCAAA branding requirements for the CAAA program.
22. Maintain suitable records of all Chapter business and financial transactions.
23. Timely provide an Annual Chapter Report to the local FBI FO and FBINCAAA.
24. Keep minutes for all Board, committee, and member meetings.
25. Timely upload all minutes, Articles of Incorporation, Bylaws, tax filings, policies, reports and all other governance and operational documents into FBINCAAA designated internet-based storage system.
26. Designate no less than two persons responsible for uploads into FBINCAAA designated internet-based storage system.
27. Utilize FBINCAAA Organization Review Protocol to properly vet all persons and organizations with whom any partnership, financial or other relationship may or is proposed to exist. The local FO must be consulted to ensure that any proposed relationship will not cause embarrassment or concern to the FBI.
28. All Chapter officer and directors, as a prerequisite to Board service, and annually thereafter, shall complete required training courses located online in the Training and Workshops section of FBINCAAA website (fbincaaa.org).
29. New directors must attend an orientation presented by the Chapter. All members of the Affiliate Chapter Board must attend an annual FBINCAAA orientation session.