

National Fire Sprinkler Association

Chapter Handbook

Updated 2013

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1 – Introduction

The purpose of this handbook is to provide guidelines for establishing, operating, and maintaining Chapters of the National Fire Sprinkler Association.

Many of the recommendations in this handbook are already being implemented; in fact, many of the suggestions originated from longstanding Chapters. These existing Chapters may find this handbook will serve as “refresher.” In areas where Chapters are being reorganized or organized for the first time, this handbook will provide the necessary assistance for getting started in the right direction.

Chapter development at NFSA was formalized in 1990 when then-Chairman of the Board, Kevin T. Fee, convened the first meeting of the NFSA's Regional Structure Evaluation Committee to evaluate the effectiveness of NFSA at the local level and conceive of strategies to provide a more consistent approach to NFSA regional activities. This process resulted in the adoption of the original NFSA Chapter Handbook on January 1, 1991.

By 2013, NFSA had an established network of Chapters in more than a dozen areas across the United States.

With new Chapters in the development process and organizational changes throughout NFSA, an update of the original handbook was necessary.

As changes occur in the Association, this handbook will be updated periodically to reflect new concepts and ideas. Please direct your suggestions to your NFSA Regional Manager or Area Director.

Organization, planning, teamwork, and cooperation are essential to a well-run Chapter. The intent is for this handbook to be an important tool for you and the members of your Chapter.

2 – Acknowledgements

Many of the documents and information contained in this handbook are the result of the hard work and dedication of current Chapter members and NFSA staff across the United States.

The NFSA wishes to thank the original Regional Structure Evaluation Committee and the members of the NFSA Regional Operations team and NFSA staff members for the many hours and hard work in developing and updating this very important resource for NFSA Chapters across the nation.

NFSA further wishes to thank the Regional Operations team who have taken on the challenge of updating this handbook to make it useful in today's NFSA.

Those who contributed to the update of this handbook included: Vice President of Regional Operations, Buddy Dewar, Associate Directors of Regional Operations Dominick Kasmauskas and Wayne Waggoner, Regional Managers Ray Lonabaugh, Suzanne Mayr, Lorrell Bush, Bob Kleinheinz, Tom Lia and Bruce Lecair as well as NFSA staff members Linda Daly, Jeannie Kozlowski, Fred Barall and Carla Gunther.

A special thanks to Diana Romano for her historical knowledge and contributions to this revision.

3 - About the National Fire Sprinkler Association

About the Association

Established in 1905, the National Fire Sprinkler Association, Inc. (NFSA) is a trade association that serves as the “Voice of the Fire Sprinkler Industry.” NFSA has a very broad-based membership.

Mission Statement

To protect lives and property from fire through the widespread acceptance of the fire sprinkler concept.

Purpose

To provide a structured forum in which members:

- work together on local initiatives
- support national issues consistent with the goals and objectives of the NFSA
- promote the acceptance of competently installed and maintained fire sprinklers and other fire suppression systems in both new and existing construction
- uphold the highest standards of professionalism

How NFSA Serves Members

NFSA works on behalf of the fire sprinkler industry, lending technical expertise and representing the interests of members and the fire sprinkler industry in order to impact the acceptance of competently installed water based fire protection systems in all occupancies.

Membership Types

Contractor – any firm or corporation that installs, maintains or repairs fire sprinkler systems in the United States.

Manufacturer- any firm or corporation that manufactures and sells fire sprinkler devices in the United States.

Supplier and Manufacturers– any person, firm, or corporation that manufactures, sells or distributes materials or services whose end use is intended for inclusion in fire sprinkler systems.

Professional – architects and engineers and other professionals whose principal service is to the construction or fire protection industries.

Subscriber – available to fire, building, insurance, and government officials, or any other person, firm, corporation, trade association or professional society not eligible for membership under the other categories of membership.

In addition, NFSA offers alliances with “Friends of the Industry,” such as homeowners’ association members, political appointees, realtors and water industry members, who are not traditionally considered part of the fire sprinkler industry.

Membership Services

- representation on model building codes and national, state and local standards-making committees
- technical assistance available via phone or email
- training materials and educational programs delivered in a variety of formats
- network of locally-based Regional Managers for assistance with statewide and local issues
- publications highlighting industry news, technical updates and features
- public fire protection division whose focus is to build partnerships with national fire organizations to promote sprinkler awareness and legislation
- marketing, promotion and social media

In addition, labor relations are available in a separate division funded by Industry Promotion funds.

Your local contact with NFSA is your Regional Manager

Regional Managers are located strategically across the United States and work to defend and maintain markets by providing assistance to local Chapters, implementing training, acting as liaison with Authorities Having Jurisdiction (AHJs) and other organizations within the fire protection and building community, monitoring and participating in local code and legislative activities and recruiting new members.

For a map of NFSA areas and links to the Regional Managers, visit our website at:
<http://www.nfsa.org/?page=regmap>.

4 - From the NFSA President

Chapters and the NFSA,

Local chapters are an important foundation for any national organization. They provide a source of energy, ideas and leadership.

For the National Fire Sprinkler Association Chapters are even more important, because the industry sits at the crossroads of the fire protection and construction industries, and both of these industries are primarily regulated at the state level. This means that there is often no “one size fits all” solution to an industry problem or opportunity. Issues of licensing, code adoption, environmental regulation and standards enforcement vary from state to state and even from city to city. Very often the best solution for one part of the country is unworkable in another part of the country.

This is where Chapters play a key role: to help decide the best course of action for the industry in a specific area. NFSA is committed to the development of programs that are available for use when they meet the needs of our local members.

One of the greatest resources of the NFSA is our Regional Operations program, through which we maintain a group of industry professionals that work to assist the Chapters in their local efforts. This handbook is the work product of our Regional Operations department, aimed at helping our members organize and operate NFSA Chapters. We hope that you will find it helpful, and that your Chapter can work with the NFSA in its mission to advance the use of automatic fire sprinkler systems.

Yours truly,



Russell P. Fleming
President



5 – Benefits of Forming a Chapter

The National Fire Sprinkler Association has Chapters located in regions throughout the United States that are all working toward our mission “to protect lives and property from fire through the widespread acceptance of the fire sprinkler concept.” NFSA’s Chapter network not only provides access to local peers but also to its nationwide peer network. As a member of a Chapter, you will have the opportunity to meet with other members of the fire sprinkler industry to discuss new and innovative ways to improve and protect the industry as well as gaining new ideas to improving your company and protecting your market share.

Furthermore, as a Chapter member, you may have the opportunity to meet local government officials and other industry stakeholders at regularly scheduled meetings with your peers. This provides a great opportunity to provide feedback on local and statewide legislation, new technology and communication as well as to discuss new and exciting ways to promote and maintain the fire sprinkler industry.

Some additional benefits to forming a Chapter may include:

- Chapter meetings are a great forum to exchange ideas and identify key issues that need attention. Chapters may use a strategic planning process to identify and accomplish goals.
- Chapters provide an identity and are a greater voice when compared to individual companies and organizations. Chapters are a focal point for legislators, media, and local authorities for promoting the fire sprinkler industry. In many instances, Chapters meet to help identify local issues between AHJ and contractors to facilitate interaction and dialogue toward better codes and ordinances or to seek resolution on current regulations.
- Chapter members often work on statewide, local and NFSA committees, work groups, study groups and task forces toward the goal of improved code development both locally, statewide and nationally.
- Chapters may have the ability to access funds to address business environment and industry issues.
- Chapter Board of Directors may be covered under insurance if they meet certain qualifications.
- Chapter members have membership benefits through NFSA that are offered only to Chapters as specified by the Chapter memorandum of understanding, which may include access to training, engineering and legal resources applicable to Chapter formation issues.
- A Chapter and its membership may have access to industry updates and publications, tech alerts, regional reports and direct access and assistance from NFSA staff members.
- NFSA Chapters agree to a strict code of ethics, which comes with positive industry recognition and instant credibility.

6 – Working with Your Regional Manager and Area Director

Regional Operations

The mission of Regional Operations is to act as the eyes, ears and voice of the NFSA to promote the fire sprinkler concept across the nation. Regional Operations strives to:

- Create new markets
- Protecting existing markets
- Address issues that affect business environment issues
- Recruit and retain new members
- Schedule seminars

Regional Managers serve the membership throughout the country, acting as the Chapter's liaison for the NFSA national staff and may provide the local Chapter with assistance on problems and projects at the local level.

An active Chapter working in tandem with its Regional Managers is one of the most effective means of promoting interests of the fire sprinkler industry at the local level.

More information and staff list can be found at:

<http://www.nfsa.org/?page=regmap>

Area Directors

In addition to being served by Regional Managers, each of the NFSA Regions is represented by an Area Director elected by the contractor membership. The Area Director serves as a member of the Contractors Council and Board of Directors. In addition to the 12 Area Directors, a Director at-Large category has been established and a contractor member is elected by the Contractor's membership to serve on the Contractors Council and Board of Directors.

Chapter Chairmen are encouraged to work closely with their Area Director. Area Directors will solicit input and suggested agenda items from Chapters for discussion at Contractors Council and Board meetings.

Many Area Directors provide periodic updates of NFSA Board of Directors meetings and other activities affecting the industry to the membership within their area at Chapter meetings and other planned events.

7 - Forming a New Chapter

The process of forming a new Chapter requires organization and teamwork. Below are the steps to follow once you have decided to start a new Chapter.

Initial Decisions

Once you have decided to start a new Chapter, there are some recommended decisions that your group should make in order to proceed with Chapter formation. If there are many individuals interested in starting a new Chapter, you may want to form an informal “organizing committee” that will be in charge of making these decisions and taking care of the initial Chapter arrangements. This committee should dissolve once the Chapter is approved by the NFSA Board of Directors, in lieu of a Chapter board of directors.

Goals and Objectives - Make a list of items you would like to accomplish as an NFSA Chapter. These items may include such ideas as supporting local fire sprinkler legislation, providing local training events, etc. Please refer to the Chapter 8 for guidance on the actions that may be undertaken as a Chapter.

Potential Membership List - Think about who you would like to be involved in your Chapter. Chapters have the same categories of and criteria for membership as the NFSA. Chapter members should also be members of NFSA, except that, as discussed below under “Start Up Period,” in the first two years after a Chapter charter is granted, an NFSA Chapter may include both NFSA and non-NFSA members.

Legal Structure - Chapter leaders have a lot of flexibility to determine the structure of their Chapters. Chapter leaders can decide whether or not to separately incorporate, whether to obtain a tax exempt status through a group exemption or on their own, and whether they would like to purchase their own insurance policies or be covered by some NFSA insurance policies. Please refer to Chapter 8 for more information about these options. The NFSA staff attorneys are happy to help Chapters should they have legal questions relating to the formation of their Chapters.

Funding Sources- Think about how you will fund Chapter activities. As detailed in Chapter 9, most Chapters raise money through Chapter dues, training events, or other fundraising campaigns. Please refer to the section in Chapter 8 titled “Working within the 501(c)(6) Exemption,” for guidelines on funding sources.

Petition the NFSA Board of Directors

Once you and your group have thought about some of the logistics of starting a new Chapter, you may petition the NFSA Board of Directors for recognition as a Chapter. A petition to the Board of Directors shall include the following:

- Proposed Chapter name.
- Proposed Chapter territory.
- Agreement to adopt the applicable version of the standardized Chapter bylaws and Memorandum of Understanding (MOU), provided by NFSA, which best conform to the Chapter’s proposed structure.

- Affirmation that any Chapter policies or governing documents shall be in compliance with all NFSA policies, bylaws, and code of ethics.

In addition, Chapters should attach to their petition form a copy of the MOU and bylaws that they have adopted or intend to adopt.

A copy of the petition form is available in Appendix XI. Model MOUs and model Chapter bylaws are located in Appendices I and III. Chapter bylaws and MOUs should be consistent with these models.

Once the NFSA Board of Directors grants a charter to the Chapter, Chapter operations can begin. The first order of business should be to elect directors and officers, as per the Chapter bylaws. See below for guidance on chapter governance during the chapter “start-up period.”

“Start-Up Period”

The Chapter “start-up period” is two years from the date that the chapter’s charter is granted. During this time, per approval of the Board of Directors, the NFSA “start up” Chapter may be organized with both NFSA and non-NFSA members. The Chapters may be supported by the NFSA Regional Manager and staff and can be supported by Chapter dues from both NFSA and non-NFSA members. Planning and conducting the Chapter will be in accordance with the NFSA Chapter Handbook.

During the two year period, the “start-up” Chapter members and their companies in good standing are eligible to receive partial benefits. Chapter members who are already members in good standing of NFSA will continue to have access to all the membership benefits of NFSA. Chapter members who are not current members of NFSA may request access to approved “start up” benefits from their local Regional Manager. Such benefits may include:

- Limited access to Expert of the Day (EOD) service
- NFSA newsletters and publications
- Discounts on training

Please contact your Regional Manager with any questions about the "start-up period."

8 - Options and Legal Issues in Chapter Structures

Chapter leaders have a lot of options to decide how they would like to structure Chapters. Below is information about the different ways Chapters can be structured, and how to go about achieving these structures.

Incorporation

Some Chapter leaders choose to incorporate their Chapters because it helps to protect them from potential liability in the event of a lawsuit against a Chapter. In addition, Chapters that are incorporated separately from NFSA have greater freedom to conduct Chapter business with fewer requirements from NFSA. Other Chapters choose to remain unincorporated associations, which saves those Chapters the administrative and financial burden of filing for incorporation.

A Chapter that chooses to incorporate separately should provide NFSA with a copy of its Articles of Incorporation. Any amendments to Chapter Articles of Incorporation should be approved by the NFSA Board of Directors.

While the process of incorporation varies by state, there are some common elements in most state laws. Generally, the Chapter Board of Directors files the articles of incorporation with the secretary of state in the state in which they choose to incorporate. The articles of incorporation call for general information about the Chapter, such as the Chapter name, mission and activities. Most state laws also require the adoption of bylaws or other governing documents.

Please contact the NFSA Legal Department or a private attorney for more specific information about incorporation, or for help in incorporating your Chapter.

Tax-Exempt Status

NFSA is a 501(c)(6) organization, meaning that it is exempt from some income taxes. Chapters can avail themselves of the NFSA 501(c)(6) status through a “group exemption,” or they can apply for a separate tax-exempt status through the Internal Revenue Service.

A “group exemption” is a determination by the IRS that the Chapters or affiliates of a nonprofit organization are also tax exempt. If you would like your Chapter to be included in the NFSA group exemption, please provide the following documentation to the NFSA Controller at NFSA Headquarters: (1) a letter, signed by your Chapter Chairman, authorizing NFSA to include your Chapter in the group exemption, and (2) your federal Employer Identification Number (EIN) (see Chapter 9 of this Handbook for more information about obtaining an EIN number). To remain a part of the group exemption, your Chapter should provide the NFSA Controller with information on an annual basis about your Chapter’s operations and programs, as detailed in Section IV, Paragraph B of the MOU.

Insurance for Chapters

It is important that Chapters are insured for their activities. Chapters may purchase their own insurance policies, or NFSA will work with your Chapter to help ensure that insurance policies are available.

Working within the 501(c)(6) Exemption

Whether your Chapter has obtained a tax exempt status through the NFSA group exemption, or your Chapter has obtained its own 501(c)(6) exemption, the following guidelines will help you to conduct your Chapter activities in accordance with the applicable rules.

Feel free to contact the NFSA legal department or a private attorney if you have any questions about this information.

Charitable Contributions - Donors who contribute to a 501(c)(6) organization (including NFSA and its Chapters) cannot deduct the gift as a charitable contribution on their federal income tax returns. However, under some circumstances, these donors might be able to deduct such a gift as a trade or business expense.

Membership Criteria - The government grants a 501(c)(6) exemption based on the understanding that the organization in question will work to benefit an industry or segment of an industry as a whole, and not specific group members. In addition, antitrust laws target trade associations that have membership restrictions that could be seen as restraining trade. For these reasons, the model bylaws set Chapter membership criteria that are consistent with those of NFSA (excluding the "start-up period"). In enforcing membership policies, Chapters should be sure to grant membership to all applicants that are eligible under these criteria.

Unrelated Business Income - The 501(c)(6) exemption regulates the amount of income that is unrelated to an organization's exempt purpose. This means that only an "insubstantial" amount of Chapter income should be unrelated to its exempt purpose of promoting the fire sprinkler industry.

It is often difficult to tell whether some profits are "related" or "unrelated" to the exempt purposes of a Chapter. Please contact the NFSA legal department or a private attorney for more information or questions about unrelated business income or other aspects of the 501(c)(6) exemption.

9- Chapter Funding and Finances

Chapter Funding

General Funding for Chapter operations from NFSA

Chapter funding sources vary by region. Factors include membership, dues structure, market share, populations, and availability of Industry Promotion or Industry Advancement funds. Each Chapter should develop a plan for funding depending on its local variables. Many Chapters are funded by Chapter dues collected by both NFSA and non-NFSA members during the “start-up period.” Additional funding can be obtained from fundraising events such as golf outings, training events, etc.

Industry Promotion Funds

The National Fire Sprinkler Association created the concept of Industry Promotion (IP) for the sprinkler industry. Industry Promotions was ratified through Collective Bargaining Agreements beginning in 1985. Industry Promotion funds are not Taft-Hartley funds under the Labor Management Relations Act. Industry Promotion Funds are administered by management trustees with goals and objectives established by the trust agreement and implemented through consultation with local contractor advisory committees.

There are three designated “Trustees” who have fiduciary responsibility for the oversight of the various Industry Promotion programs and their finances. The Trustees consist of the President of NFSA, NFSA’s Senior Vice President of Industrial Relations and General Counsel, and the Vice President of Industrial Relations and Corporation Counsel. IP funds are not co-mingled with NFSA funds. The trust agreement has been reviewed by outside counsel and has received approval as a “not-for-profit” entity under Section 501(c)(6) of the Internal Revenue Code.

IP funds are primarily used for educational programs such as seminars, workshops and development of the fire sprinkler market. Industry Promotion Funds have also been utilized for legislation when the use of funds are consistent with the overall objective to “create a market for the widespread acceptance of competently installed automatic fire sprinkler systems in both new and existing construction homes to high-rise.” As specified in the agreement, monies collected as part of an Industry Promotion fund initiative must be used in the territory of the collective bargaining agreement (*see About Industry Promotion in Appendix X*).

Industry Advancement Funds

NFSA Board of Directors created the Industry Advancement Fund to allow open shop contractors to support the advancement of the fire sprinkler industry on a voluntary basis. Support through the IAF is

strictly voluntary. Donations are not deductible on federal income tax returns as charitable contributions, but in some circumstances, could be deductible as trade or business expenses.

Chapter Finances and Records

Tax Identification Number

Chapters will need their own Employer Identification Numbers (EIN) to open bank accounts in the name of the Chapter and to obtain tax exempt status on their own or through a group exemption. An EIN number is a nine-digit number assigned by the IRS to identify the Chapter, much like a social security number.

EIN numbers are issued by the IRS and can be obtained through the IRS website. Please contact the NFSA Accounting Department for help if needed.

EIN numbers can be requested at the following website:

<https://sa2.www4.irs.gov/modiein/individual/index.jsp>.

Regardless of whether a Chapter has an EIN number, it still has the option of allowing NFSA to compile its tax information through a group return, or it can file its own taxes as a separate entity. See below for more information about these options. For more information on the NFSA group tax exemption, please refer to Chapter 8 of this Handbook.

Tax Returns

Chapters have the option of filing their own tax returns with the IRS, or allowing NFSA to file tax returns on its behalf, through a “group return.”

Group Return

Chapters that choose to permit NFSA to file tax returns on their behalf should obtain an accounting software product such as QuickBooks. This will enable the transfer of financial information to NFSA via email if desired.

In addition, Chapters should provide the NFSA Controller with the following information by the end of the succeeding month following the end of each calendar quarter (i.e., by April 30th for the quarter ending March 31):

- A quarterly Balance Sheet, Statement of Activities (Income Statement) and Cash Flow Statement. All of this information is available within the QuickBooks accounting program.
- Copies of the check register, trial balance, monthly bank statements, bank reconciliations and expense receipts (for items over \$20.00).

Copies of the Chapter’s Annual Budget should also be forwarded to the NFSA Controller upon completion.

Separate Tax Returns

Chapters that choose to file separate tax returns should forward copies of these returns to NFSA upon their completion.

Chapter Records

All Chapters should keep NFSA apprised of their programs and activities. At the start of each calendar year, please provide the NFSA Controller or Legal Department with the following information:

- list of Chapter members and their companies
- list of Chapter officers and members of the chapter Board of Directors
- list of Chapter committees and their members (if applicable)
- list of Chapter publication schedules (if applicable)
- schedule and description of chapter meetings, programs and events for the previous calendar year

Please contact the NFSA Accounting or Legal Departments with any questions about the information provided in this chapter.

10 - Chapter Operations

Code of Ethics

A code of ethics is a set of guidelines that governs the behavior of a Chapter and its members. It is especially important to establish a Code to obtain agreement regarding what type of behavior conforms to acceptable or reasonable standards. Chapter codes of ethics cannot be inconsistent with the NFSA Code of Ethics.

A committee should be formed by the local Chapter to propose a code of ethics. Upon completion of a draft, the code of ethics should be edited as needed and ratified by members of the Chapter. The code of ethics should be reviewed every three to five years as part of the strategic planning process (see *Appendix II Code of Ethics*).

The NFSA Code of Ethics is also accessible on the NFSA website at:

http://www.nfsa.org/resource/resmgr/Docs/NFSA_Code_of_Ethics.pdf

Intellectual Property

Chapters should be mindful of respecting NFSA's intellectual property, including the NFSA logo. Please refer to your MOU for more information about permissible uses of such intellectual property.

11 - Planning and Conducting Chapter Meetings

Regularly scheduled meetings are essential to assure the successful operation of your Chapter. Meetings are also the best means of communication among your Chapter members. Time spent preparing for the meeting will ensure that each meeting is informative, relevant and meaningful to members.

A meeting planning section is located in Appendix VII. Topics include:

- Planning the Meeting
- Preparing an Agenda
- Promoting the Meeting
- Staging the Meeting
- Program Suggestions

12 - Succession Planning

The strength of the local leadership is the key to promoting and protecting our industry, livelihoods, and futures. Through strength in numbers and involvement comes power to be used for educating, influencing, and above all, saving lives and protecting property through the installation of fire sprinklers in homes and businesses throughout the United States.

One important way to maintain the strength and continual growth of a local NFSA Chapter is to encourage a new generation to be involved with the local Chapter or NFSA. To ensure that the next generation is prepared for the future, a Legacy Committee may be formed to maintain continual growth and leadership by future generations.

Appendix I- Model Memoranda of Understanding

Model Memorandum of Understanding #I (Applicable to Unincorporated Chapters)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective this _____ day of _____, 20____, by and between the National Fire Sprinkler Association, Inc. (“NFSA”), a nonprofit corporation with its principal place of business in Patterson, NY, and _____ (“CHAPTER”), an unincorporated association with a principal place of business in _____.

NOW THEREFORE, in furtherance of the mutual promises and consideration contained in this MOU, the parties hereby agree as follows:

I. Grant of Charter

- A. Charter. NFSA hereby grants a non-exclusive charter to CHAPTER to operate as an officially-sanctioned chapter of NFSA, with the authority to conduct activities in the name of the chapter, subject to the following terms and conditions as contained herein.
- B. Territory. NFSA hereby grants CHAPTER a non-exclusive charter within the following geographic boundaries (“CHAPTER Territory”): _____.

NFSA reserves the right to conduct activities, sponsor events, recruit members, or perform other functions within CHAPTER Territory. In addition, NFSA may modify these boundaries, provided that it gives CHAPTER at least sixty (60) days written notice in advance of the effective date of the modification.

- C. Term and Termination. This MOU shall continue in force and effect from the effective date of this MOU until revocation or surrender of the CHAPTER charter, in accordance with Section VI of this MOU.

II. Membership

- A. Generally. Chapter agrees to exclusively adopt the categories of and criteria for membership as set forth in Article II of the NFSA bylaws. Further, Chapter warrants that any NFSA member in good standing shall be eligible to join the Chapter and participate in any and all Chapter activities applicable to his/her category of membership. Except as provided in paragraph B below (“Start-Up Period”), all Chapter members shall also be members in good standing of NFSA.
- B. “Start-Up Period.” The Start-Up Period shall be defined as the two-year period following the effective date of this MOU. During the Start-Up Period, Chapters may accept as Chapter members both members and non-members of NFSA. After the Start-Up Period, all Chapter members shall also be members in good standing of NFSA.

Limited Benefits. During the Start-Up Period, individuals or companies that are Chapter members but not NFSA members have limited access to the benefits listed in this paragraph, through their local Regional Managers, which shall terminate upon the conclusion of the Start-Up Period.

1. Limited Access to the NFSA Expert of the Day (“EOD”) - Chapter members that are not NFSA members may request limited access to the NFSA EOD.
2. Access to Applicable NFSA Publications- Chapter members that are not NFSA members may request access to current issues of NFSA membership publications which are normally available to members within their applicable category of membership and subject to other restrictions on distribution.
3. Discounts on Training- Chapter members who are not members of NFSA may request discounts on training courses that are normally available exclusively to members of NFSA.

NFSA reserves the right to create, implement and revise any policies regarding the amount or level of services provided during the Start-Up Period.

III. Obligations of NFSA

NFSA agrees that its obligations shall include the following:

- A. CHAPTER Tax Exempt Status- Except as provided in this paragraph, NFSA agrees to initially apply for and to apply to maintain tax exempt status for CHAPTER through a group exemption, pursuant to section 501(c)(6) of the Internal Revenue Code, provided that: (a) CHAPTER provides NFSA with the documentation enumerated in Section IV of this MOU within the time requirements provided in Section IV of this MOU; and (b) NFSA determines that CHAPTER has complied with and will continue to comply with the laws, rules and regulations governing the 501(c)(6) exemption and the NFSA group exemption. If NFSA determines that CHAPTER has not complied with the laws, rules or regulations governing the 501(c)(6) exemption and/or the NFSA group exemption, NFSA reserves the right to decline to apply for or maintain a tax exempt status for CHAPTER through its group exemption, in which case, CHAPTER would be required to obtain a separate 501(c)(6) status through the Internal Revenue Service.
- B. CHAPTER Tax Obligations- Except as provided in this paragraph, NFSA agrees to prepare CHAPTER’s federal tax returns through a “group return,” provided that CHAPTER provides NFSA with the documentation enumerated in Section IV of this MOU, within the time requirements provided in Section IV of this MOU. In addition, if NFSA, or a representative of NFSA determines that CHAPTER has not provided NFSA with the appropriate financial statements within the requisite time period, NFSA reserves the right to discontinue the preparation of CHAPTER tax returns.
- C. NFSA Publications- NFSA shall furnish to all CHAPTER members who are also members of NFSA all NFSA member publications which are normally provided to NFSA members within the applicable member category, subject to other criteria for distribution. In addition, CHAPTER members who are not members of NFSA may request access to such publications during their Chapter’s Start-Up Period (Section II, Paragraph B).
- D. NFSA Programs- NFSA shall permit CHAPTER members who are also members of NFSA to participate in all NFSA member programs which are normally provided to NFSA members within the applicable member category, subject to other criteria for participation, including but not limited to the payment of program fees. In addition, CHAPTER members who are not members of

NFSA may request access to such programs during their Chapter's Start-Up Period (Section II, Paragraph B).

- E. NFSA Expert of the Day (EOD) Program- NFSA shall permit CHAPTER members who are also members of NFSA to avail themselves of NFSA's EOD service, subject to other criteria for participation. In addition, CHAPTER members who are not members of NFSA may request access to such programs during their Chapter's Start-Up Period (Section II, Paragraph B).

IV. Obligations of Chapter

CHAPTER agrees that its obligations shall include, but are not limited to the following:

- A. Governing Documents and Policies - CHAPTER warrants that it has adopted the model bylaws provided by NFSA, which correspond with this MOU. CHAPTER agrees that any changes in its bylaws will not be inconsistent with any NFSA policies, bylaws, or the NFSA Code of Ethics, including those listed in the Chapter Handbook. CHAPTER also warrants that it shall submit any proposed changes to its bylaws to the NFSA Board of Directors for approval.
- B. Maintenance and Provision of Financial and Other Records - CHAPTER warrants that it will maintain and provide to NFSA the following records no later than one (1) month following the start of each fiscal year: (a) a list of chapter members and their companies, (b) a list of CHAPTER officers and members of the CHAPTER Board of Directors, (c) a list of CHAPTER committees and their members, if applicable, (d) a list of CHAPTER publication schedules (if applicable), and (e) a schedule and description of chapter meetings, programs and events for the previous calendar year. In addition, CHAPTER warrants that it will provide to NFSA, by and through its Controller, the following records no later than the end of the succeeding month following each calendar quarter: (a) a quarterly Balance Sheet, Statement of Activities (Income Statement) and Cash Flow Statement, and (b) copies of the check register, trial balance, monthly bank statements, bank reconciliations and expense receipts for items over twenty dollars (\$20.00). In addition, if applicable, CHAPTER shall forward copies of its annual budget to the NFSA Controller upon completion.
- C. Inspection of Records - Upon written request of NFSA, CHAPTER shall permit NFSA or an agent of NFSA to review appropriate financial statements and records pertaining to CHAPTER operations and programming, for the purpose of conducting an audit. The cost of such an audit shall be borne by NFSA.
- D. CHAPTER Tax Exempt Status - CHAPTER warrants that it has provided or will provide NFSA the documentation enumerated in Paragraph (B) of this Section IV, which will allow NFSA to apply to obtain and maintain a tax exempt status for CHAPTER through a group exemption, pursuant to section 501(c)(6) of the Internal Revenue Code. In addition, CHAPTER warrants that it has provided NFSA with its federal Employer Identification Number ("EIN"). CHAPTER also warrants that it has provided and it will provide, no later than one (1) month following the start of each fiscal year, a statement signed by the CHAPTER president, which declares his/her wish that CHAPTER (still) be covered by the NFSA group exemption.
- E. CHAPTER Tax Obligations - CHAPTER warrants that it will provide NFSA, by and through its Controller, and no later than the end of the succeeding month following each calendar quarter, the documentation enumerated in Paragraph (B) of this Section IV, which will allow NFSA to prepare a group return on the CHAPTER's behalf. In addition, CHAPTER agrees that it will utilize an accounting software product, such as QuickBooks, to compile its quarterly financial records.

- F. Insurance – CHAPTER may purchase its own insurance policy or policies, or NFSA will work with CHAPTER to help facilitate the availability of an insurance policy or policies.
- G. Compliance with Laws - CHAPTER warrants that it has complied and will continue to comply with all laws and regulations that may affect the performance of this agreement. CHAPTER further acknowledges that it has obtained or will obtain all necessary permits, licenses and approvals necessary for the performance of this MOU and other chapter activities.

V. Intellectual Property and Confidential Information

A. Intellectual Property-

- i. NFSA retains all rights and interests in its legal name, logo, educational materials, publications, trademarks, copyrights, and other proprietary materials (hereinafter referred to as “Intellectual Property”). CHAPTER is hereby granted a limited, revocable, non-exclusive license to use such Intellectual Property, subject to the following terms and conditions.
- ii. *NFSA Logo*- When using the NFSA Logo, CHAPTER must include the CHAPTER name within the immediate proximity of the NFSA Logo, in a font at least as prominent as the NFSA Logo. The logo must be used exactly as provided by NFSA, with no changes or alterations of any kind except overall size.
- iii. CHAPTER shall not assign or sell the use of NFSA’s Intellectual Property without the prior written consent of NFSA in each instance. CHAPTER agrees to keep and provide samples to NFSA of the use of such Intellectual Property upon request.
- iv. NFSA reserves the right to terminate CHAPTER’s license to use any such Intellectual Property, or impose other sanctions upon CHAPTER should NFSA find, in its discretion, that CHAPTER has not strictly complied with the terms of this MOU or other terms of use.
- v. All rights of usage associated with this license shall terminate immediately upon the surrender or revocation of CHAPTER’s charter, or upon the termination of this MOU for any reason. CHAPTER shall continue to protect NFSA’s Intellectual Property should CHAPTER’s charter be revoked or surrendered or if this MOU is terminated for any reason.

- ### B. Confidential Information- CHAPTER acknowledges that during the course of its charter, it may have access to NFSA’s Confidential Information, including but not limited to membership lists, member information, data, marketing and development plans and financial information. Such information shall remain the property of NFSA at all times. CHAPTER shall maintain the confidentiality of all NFSA Confidential Information, and shall not assign, sell, distribute, trade, or transmit such lists, without the prior written consent of NFSA in each instance. All rights to use such Confidential Information shall terminate immediately upon the surrender or revocation of CHAPTER’s charter, or upon the termination of this MOU for any reason. CHAPTER shall continue to protect NFSA’s Confidential Information should CHAPTER’s charter be revoked or surrendered or if this MOU is terminated for any reason.

VI. Relationship of Parties; Indemnification

- A. The parties to this MOU agree that their relationship shall not be construed as one of agency, partnership, or a joint venture. As such, neither party is authorized to act on behalf of the other, nor incur any liability, expense, or other obligation on behalf of the other.
- B. CHAPTER agrees to indemnify and hold harmless NFSA and its chapters, affiliates, related entities, members, officers, directors and employees, from any liability, claim, action, demand, judgment, cost or expense, caused by any act or omission by CHAPTER and its affiliates, related entities, members, officers, directors or employees.
- C. This section shall survive the revocation or surrender of CHAPTER's charter, and the termination of this MOU for any reason.

VII. Revocation and Surrender of Charter

- A. Generally- The charter granted by NFSA to CHAPTER shall remain in full force and effect unless revoked by NFSA or surrendered by CHAPTER in accordance with the following provisions.
- B. Revocation of Charter- NFSA, by and through its Board of Directors, is authorized to revoke CHAPTER charter if it determines that the conduct of CHAPTER is in breach of its obligations as specified in this MOU or in the NFSA chapter handbook. The revocation process is as follows. NFSA shall provide written notice to CHAPTER of its intent to revoke CHAPTER's charter. Such notice shall include the grounds for revocation and provide CHAPTER with at least sixty (60) days within which to cure such actions. If NFSA, in its sole discretion, determines that CHAPTER has not cured such actions within this period, NFSA may carry out its decision to revoke CHAPTER's charter, unless CHAPTER provides NFSA with a written notice of appeal within sixty (60) days of NFSA's notice of revocation. If a timely notice of appeal is provided to NFSA, CHAPTER shall have an opportunity to present to the NFSA Board of Directors the reasons why CHAPTER charter should not be revoked. Any decision made by the NFSA Board of Directors following this opportunity shall be final and shall not be subject to additional appeal.
- C. Surrender of Charter. CHAPTER may surrender its charter by providing to NFSA written notice of intent to do so at least sixty (60) in advance of its effective date of surrender.
- D. Rights and Responsibilities upon Revocation or Surrender of Charter. Upon termination of CHAPTER through notice of revocation or surrender of charter, CHAPTER shall cease to conduct activities or enter into contracts in the name of the chapter, and shall cease the use of all NFSA Intellectual Property and Confidential Information, as defined in Section V of this MOU. Upon termination of CHAPTER charter, all assets held in the name of CHAPTER shall become the property of NFSA. Any financial obligations owed to NFSA by CHAPTER prior to the revocation or surrender of the chapter charter shall remain in effect until paid or resolved.

VIII. Miscellaneous

- A. Entire Agreement- This MOU shall constitute the entire agreement between the parties and supersedes any and all prior written or oral modifications thereof. This MOU may be modified only through a written amendment that is signed by both parties.
- B. Governing Law- The terms of this MOU shall be governed by and construed in conformance with the laws of the State of New York.

- C. Arbitration - The parties expressly agree that any disputes arising out of or related to the terms of this MOU, including but not limited to the validity, construction, interpretation, enforceability or breach of this MOU, are subject to mandatory and binding arbitration. Judgment on the arbitration award may be entered in any court having competent jurisdiction.

- D. Force Majeure - Neither party shall be held liable for its failure to perform its duties under this MOU due to events beyond of its reasonable control, including but not limited to war, fire, labor disputes, Acts of God, or government laws or regulations.

- E. Waiver - A waiver of any individual provision of this MOU shall not be construed as a waiver of any other provision, right or obligation under this MOU.

- F. Severability - Should any provision or term of this MOU, in whole or in part, be deemed invalid by an arbitrator or by a court of competent jurisdiction, the remaining provisions and terms of this MOU shall remain enforceable.

- G. Successors and Assignment - This MOU shall be binding upon and inure to the benefit of both parties, their successors, and assigns, provided that CHAPTER shall not assign any of its rights or duties under this MOU without the express written consent of NFSA.

Dated this _____ day of _____, 20_____.

For the National Fire Sprinkler Association, Inc.

For CHAPTER

 Russell P. Fleming, President

 CHAPTER President

Model Memorandum of Understanding #2 (Applicable to Incorporated Chapters)

THIS MEMORANDUM OF UNDERSTANDING (MOU), effective this _____ day of _____, 20____, by and between the National Fire Sprinkler Association, Inc. (“NFSA”), a nonprofit corporation with its principal place of business in Patterson, NY, and _____ (“CHAPTER”), a nonprofit corporation with a principal place of business in _____, _____.

NOW THEREFORE, in furtherance of the mutual promises and consideration contained in this MOU, the parties hereby agree as follows:

I. Grant of Charter

- A. Charter. NFSA hereby grants a non-exclusive charter to CHAPTER to operate as an officially-sanctioned chapter of NFSA, with the authority to conduct activities in the name of the chapter, subject to the following terms and conditions as contained herein.
- B. Territory. NFSA hereby grants CHAPTER a non-exclusive charter within the following geographic boundaries (“CHAPTER Territory”): _____.

NFSA reserves the right to conduct activities, sponsor events, recruit members, or perform other functions within CHAPTER Territory. In addition, NFSA may modify these boundaries, provided that it gives CHAPTER at least sixty (60) days written notice in advance of the effective date of the modification.

- C. Term and Termination. This MOU shall continue in force and effect from the effective date of this MOU until revocation or surrender of the CHAPTER charter, in accordance with Section VI of this MOU.

II. Membership

- C. Generally. Chapter agrees to adopt the categories of and criteria for membership as set forth in Article II of the NFSA bylaws. Except as provided in paragraph B below (“Start-Up Period”), all Chapter members shall also be members in good standing of NFSA.
- D. “Start-Up Period.” The Start-Up Period shall be defined as the two-year period following the effective date of this MOU. During the Start-Up Period, Chapters may accept as Chapter members both members and non-members of NFSA. After the Start-Up Period, all Chapter members shall also be members in good standing of NFSA.

Limited Benefits. During the Start-Up Period, individuals or companies that are Chapter members but not NFSA members have limited access to the benefits listed in this paragraph, through their Regional Managers, which shall terminate upon the conclusion of the Start-Up Period.

- 4. Limited Access to the NFSA Expert of the Day (“EOD”) - Chapter members that are not NFSA members may request limited access to the NFSA EOD.
- 5. Access to Applicable NFSA Publications- Chapter members that are not NFSA members may request access to current issues of some or all of the NFSA membership

publications which are normally available to members within their applicable category of membership and subject to other restrictions on distribution.

6. Discounts on Training- Chapter members who are not members of NFSA may request discounts on training courses that are normally available exclusively to members of NFSA.

NFSA reserves the right to create, implement and revise any policies regarding the amount or level of services provided during the Start-Up Period.

III. Obligations of NFSA

NFSA agrees that its obligations shall include the following:

- F. CHAPTER Tax Exempt Status (applicable only to chapters that wish to be part of the NFSA group exemption). Except as provided in this paragraph, NFSA agrees to initially apply for and to apply to maintain tax exempt status for CHAPTER through a group exemption, pursuant to section 501(c)(6) of the Internal Revenue Code, provided that: (a) CHAPTER provides NFSA with the documentation enumerated in Section IV of this MOU within the time requirements provided in Section IV of this MOU; and (b) NFSA determines that CHAPTER has complied with and will continue to comply with the laws, rules and regulations governing the 501(c)(6) exemption and the NFSA group exemption. If NFSA determines that CHAPTER has not complied with the laws, rules or regulations governing the 501(c)(6) exemption and/or the NFSA group exemption, NFSA reserves the right to decline to apply for or maintain a tax exempt status for CHAPTER through its group exemption, in which case, CHAPTER would be required to obtain a separate 501(c)(6) status through the Internal Revenue Service.
- G. NFSA Publications- NFSA shall furnish to all CHAPTER members who are also members of NFSA all NFSA member publications which are normally provided to NFSA members within the applicable member category, subject to other criteria for distribution. In addition, CHAPTER members who are not members of NFSA may request access to such publications during their Chapter's Start-Up Period (Section II, Paragraph B).
- H. NFSA Programs- NFSA shall permit CHAPTER members who are also members of NFSA to participate in all NFSA member programs which are normally provided to NFSA members within the applicable member category, subject to other criteria for participation, including but not limited to the payment of program fees. In addition, CHAPTER members who are not members of NFSA may request access to such programs during their Chapter's Start-Up Period (Section II, Paragraph B).
- I. NFSA Expert of the Day (EOD) Program- NFSA shall permit CHAPTER members who are also members of NFSA to avail themselves of NFSA's EOD service, subject to other criteria for participation. In addition, CHAPTER members who are not members of NFSA may request access to such programs during their Chapter's Start-Up Period (Section II, Paragraph B).

IV. Obligations of Chapter

CHAPTER agrees that its obligations shall include, but are not limited to the following:

- H. Governing Documents and Policies- CHAPTER warrants that it has adopted the model bylaws provided by NFSA, which correspond with this MOU. CHAPTER agrees that any changes in its

bylaws or articles of incorporation will not be inconsistent with any NFSA policies, bylaws, or the NFSA Code of Ethics, including those listed in the Chapter Handbook. CHAPTER warrants that it shall submit any proposed changes to its bylaws or articles of incorporation to the NFSA Board of Directors for approval.

- I. Incorporation- CHAPTER warrants that it is incorporated as a nonprofit corporation in good standing.
- J. Maintenance and Provision of Records- CHAPTER warrants that it will maintain and provide to NFSA the following records no later than one (1) month following the start of each fiscal year: (a) a list of chapter members and their companies, (b) a list of CHAPTER officers and members of the CHAPTER Board of Directors, (c) a list of CHAPTER committees and their members, if applicable, (d) a list of CHAPTER publication schedules (if applicable), (e) a schedule and description of chapter meetings, programs and events for the previous calendar year, and (f) a copy of CHAPTER's bylaws and articles of incorporation then in effect.
- K. Inspection of Records- Upon written request of NFSA, CHAPTER shall permit NFSA or an agent of NFSA to review appropriate financial statements and records pertaining to CHAPTER operations and programming, for the purpose of conducting an audit. The cost of such an audit shall be borne by NFSA.
- L. CHAPTER Tax Exempt Status (applicable only to chapters that wish to be part of NFSA's group exemption) - CHAPTER warrants that it has provided or will provide NFSA the documentation enumerated in Paragraph (B) of this Section IV, which will allow NFSA to apply to obtain and maintain a tax exempt status for CHAPTER through a group exemption, pursuant to section 501(c)(6) of the Internal Revenue Code. In addition, CHAPTER warrants that it has provided NFSA with its federal Employer Identification Number ("EIN"). CHAPTER also warrants that it has provided and it will provide, no later than one (1) month following the start of each fiscal year, a statement signed by the CHAPTER president, which declares his/her wish that CHAPTER (still) be covered by the NFSA group exemption.
- M. CHAPTER Tax Exempt Status (applicable only to chapters that do not wish to be part of NFSA's group exemption) - CHAPTER warrants that it has obtained status as an organization subject to Section 501(c)(6) of the Internal Revenue Code. CHAPTER agrees to provide NFSA a copy of the Internal Revenue Service determination granting it such a status.
- N. CHAPTER Tax Obligations- CHAPTER acknowledges that it is solely responsible for the preparation and filing of all tax returns and other required forms. CHAPTER agrees to forward copies of such returns and forms upon their completion.
- O. Insurance- CHAPTER may purchase its own insurance policy or policies, or NFSA will work with CHAPTER to help facilitate the availability of an insurance policy or policies.
- P. Compliance with Laws- CHAPTER warrants that it has complied and will continue to comply with all laws and regulations that may affect the performance of this agreement. CHAPTER further acknowledges that it has obtained or will obtain all necessary permits, licenses and approvals necessary for the performance of this MOU and other chapter activities.

V. Intellectual Property and Confidential Information

- A. Intellectual Property -
 - i. NFSA retains all rights and interests in its legal name, logo, educational materials, publications, trademarks, copyrights, and other proprietary materials (hereinafter referred to as "Intellectual Property"). CHAPTER is hereby granted a limited, revocable,

non-exclusive license to use such Intellectual Property, subject to the following terms and conditions.

- ii. *NFSA Logo*- When using the NFSA Logo, CHAPTER must include the CHAPTER name within the immediate proximity of the NFSA Logo, in a font at least as prominent as the NFSA Logo. The logo must be used exactly as provided by NFSA, with no changes or alterations of any kind except overall size.
 - iii. CHAPTER shall not assign or sell the use of NFSA's Intellectual Property without the prior written consent of NFSA in each instance. CHAPTER agrees to keep and provide samples to NFSA of the use of such Intellectual Property upon request.
 - iv. NFSA reserves the right to terminate CHAPTER's license to use any such Intellectual Property, or impose other sanctions upon CHAPTER should NFSA find, in its discretion, that CHAPTER has not strictly complied with the terms of this MOU or other terms of use.
 - v. All rights of usage associated with this license shall terminate immediately upon the surrender or revocation of CHAPTER's charter, or upon the termination of this MOU for any reason. CHAPTER shall continue to protect NFSA's Intellectual Property should CHAPTER's charter be revoked or surrendered or if this MOU is terminated for any reason.
- B. Confidential Information - CHAPTER acknowledges that during the course of its charter, it may have access to NFSA's Confidential Information, including but not limited to membership lists, member information, data, marketing and development plans and financial information. Such information shall remain the property of NFSA at all times. CHAPTER shall maintain the confidentiality of all NFSA Confidential Information, and shall not assign, sell, distribute, trade, or transmit such lists, without the prior written consent of NFSA in each instance. All rights to use such Confidential Information shall terminate immediately upon the surrender or revocation of CHAPTER's charter, or upon the termination of this MOU for any reason. CHAPTER shall continue to protect NFSA's Confidential Information should CHAPTER's charter be revoked or surrendered or if this MOU is terminated for any reason.

VI. Relationship of Parties; Indemnification

- A. The parties to this MOU agree that their relationship shall not be construed as one of agency, partnership, or a joint venture. As such, neither party is authorized to act on behalf of the other, nor incur any liability, expense, or other obligation on behalf of the other.
- B. CHAPTER agrees to indemnify and hold harmless NFSA and its chapters, affiliates, related entities, members, officers, directors and employees, from any liability, claim, action, demand, judgment, cost or expense, caused by any act or omission by CHAPTER and its affiliates, related entities, members, officers, directors or employees.
- C. This section shall survive the revocation or surrender of CHAPTER's charter, and the termination of this MOU for any reason.

VII. Revocation and Surrender of Charter

- A. Generally - The charter granted by NFSA to CHAPTER shall remain in full force and effect unless revoked by NFSA or surrendered by CHAPTER in accordance with the following provisions.

- B. Revocation of Charter - NFSA, by and through its Board of Directors, is authorized to revoke CHAPTER charter if it determines that the conduct of CHAPTER is in breach of its obligations as specified in this MOU or in the NFSA chapter handbook. The revocation process is as follows. NFSA shall provide written notice to CHAPTER of its intent to revoke CHAPTER's charter. Such notice shall include the grounds for revocation and provide CHAPTER with at least sixty (60) days within which to cure such actions. If NFSA, in its sole discretion, determines that CHAPTER has not cured such actions within this period, NFSA may carry out its decision to revoke CHAPTER's charter, unless CHAPTER provides NFSA with a written notice of appeal within sixty (60) days of NFSA's notice of revocation. If a timely notice of appeal is provided to NFSA, CHAPTER shall have an opportunity to present to the NFSA Board of Directors the reasons why CHAPTER charter should not be revoked. Any decision made by the NFSA Board of Directors following this opportunity shall be final and shall not be subject to additional appeal.
- C. Surrender of Charter. CHAPTER may surrender its charter by providing to NFSA written notice of intent to do so at least sixty (60) in advance of its effective date of surrender.
- D. Rights and Responsibilities upon Revocation or Surrender of Charter. Upon termination of CHAPTER through notice of revocation or surrender of charter, CHAPTER shall cease to conduct activities or enter into contracts in the name of the chapter, and shall cease the use of all NFSA Intellectual Property and Confidential Information, as defined in Section V of this MOU. Upon termination of CHAPTER charter, all assets held in the name of CHAPTER shall become the property of NFSA. Any financial obligations owed to NFSA by CHAPTER prior to the revocation or surrender of the chapter charter shall remain in effect until paid or resolved.

VIII. Miscellaneous

- A. Entire Agreement - This MOU shall constitute the entire agreement between the parties and supersedes any and all prior written or oral modifications thereof. This MOU may be modified only through a written amendment that is signed by both parties.
- B. Governing Law - The terms of this MOU shall be governed by and construed in conformance with the laws of the State of New York.
- C. Arbitration - The parties expressly agree that any disputes arising out of or related to the terms of this MOU, including but not limited to the validity, construction, interpretation, enforceability or breach of this MOU, are subject to mandatory and binding arbitration. Judgment on the arbitration award may be entered in any court having competent jurisdiction.
- D. Force Majeure - Neither party shall be held liable for its failure to perform its duties under this MOU due to events beyond of its reasonable control, including but not limited to war, fire, labor disputes, Acts of God, or government laws or regulations.
- E. Waiver - A waiver of any individual provision of this MOU shall not be construed as a waiver of any other provision, right or obligation under this MOU.

- F. Severability - Should any provision or term of this MOU, in whole or in part, be deemed invalid by an arbitrator or by a court of competent jurisdiction, the remaining provisions and terms of this MOU shall remain enforceable.

- G. Successors and Assignment - This MOU shall be binding upon and inure to the benefit of both parties, their successors, and assigns, provided that CHAPTER shall not assign any of its rights or duties under this MOU without the express written consent of NFSA.

Dated this _____ day of _____, 20_____.

For the National Fire Sprinkler Association, Inc.

For CHAPTER

Russell P. Fleming, President

CHAPTER President

Appendix II – Code of Ethics

NFSA Code of Ethics

Preamble

The members of the National Fire Sprinkler Association recognize that their work has a direct, as well as indirect, impact on the quality of life for all humanity. Accordingly, the services provided by NFSA members require honesty, impartiality, fairness and equity, and must be dedicated to the preservation of life and property and the further enhancement of the public safety, health and welfare. In practice of their profession, members of the National Fire Sprinkler Association must maintain and constantly improve their competence and perform under a standard of professional behavior which requires adherence to the highest principles of ethical conduct with balanced regard for the interests of the public, clients, employees, colleagues and the greater fire protection community they serve. Members of the National Fire Sprinkler Association are expected to act in accordance with the provisions of this code of ethics and all applicable laws, and actively encourage others to do the same.

The Code

Fundamental Principles

National Fire Sprinkler Association members uphold and advance the honor and integrity of their profession by:

- Using their knowledge and skill for enhancement of human welfare;
- Being honest and impartial, and serving with faithfulness the public, their employees, and clients;
- Striving to increase the competence and prestige of their profession.

Knowledge and Skill

- Members of the National Fire Sprinkler Association shall be dedicated to the safety, health and welfare of the public in the performance of their profession. If NFSA members become knowledgeable of unsafe conditions that threaten the present or future safety, health or welfare of the public, then they shall so advise their employers or clients. Should knowledge of such conditions not be properly acted upon, the NFSA members should notify the appropriate authority having jurisdiction.
- Members of the National Fire Sprinkler Association shall be encouraged to contribute their services for the advancement of the safety, health and welfare of the community and to support those causes as an enhancement to the safety of life and the preservation of property.

Honesty and Impartiality

- Members of the National Fire Sprinkler Association shall perform their professional services only in the areas of their competence, and after full disclosure of their pertinent qualifications.
- NFSA members shall be honest and truthful in presenting data and estimates, professional opinions and conclusions, and in their public statements dealing with professional matters, and shall not engage in improper solicitation of professional employment or contracts.

- NFSA members shall act in a professional manner at all times for each employer or client as faithful agents or trustees and shall not disclose matters of confidentiality concerning the business affairs or technical processes of any present or former client or employer without consent.
- NFSA members decisions shall be made and actions taken without bias because of race, religion, sex, age, national origin or physical handicaps.
- NFSA members shall make prior disclosure to all interested parties of all known or potential conflicts of interest or other circumstances which could influence or appear to influence their judgment or the quality of their work.

Competence and Prestige

- NFSA members shall perform their work/services and associate with others only in such manner as to uphold and enhance the honor and integrity of their profession.
- NFSA members shall continue their professional enhancement throughout their careers and shall provide opportunities for the professional development of those individuals under their supervision.
- NFSA members shall accept the responsibility for their actions, accept and offer honest criticism of their work, properly credit the contribution of others, and shall not accept credit for the work of others.
- NFSA members shall strive to advance the knowledge and skills of their Profession, and to make these advancements available to colleagues, clients and the public.

Appendix III – Model Bylaws

Model Bylaws

Article I - General

- A. Name- The name of this organization shall be the _____ Chapter of the National Fire Sprinkler Association, Inc., or “_____”). The National Fire Sprinkler Association, Inc. shall hereinafter be referred to as “NFSA.”
- B. Purpose- To provide a structured forum in which NFSA members work together on local initiatives and to support national issues with all action being consistent with the goals and objectives of the NFSA, and to continually promote the acceptance of competently installed and maintained fire sprinklers and other fire suppression systems in both new and existing construction, and to work towards and uphold the highest standards of professionalism.
- C. Territory- CHAPTER shall operate and serve CHAPTER members in the following areas:
_____, as approved by the NFSA Board of Directors.

Article II - Membership

- A. Any person, firm or corporation, trade association, or professional society that is a member of NFSA is eligible for membership in CHAPTER. Membership in CHAPTER is limited to those individuals or entities that are members in good standing of NFSA, except during the CHAPTER Start-Up Period, as defined in the Memorandum of Understanding (“MOU”) between NFSA and CHAPTER dated _____.
- B. As per the NFSA bylaws, which are incorporated by reference herein, the following categories of individuals or entities are eligible for membership in NFSA and CHAPTER: Sprinkler Manufacturers; Sprinkler Contractors; Sprinkler Contractors National in Scope; Suppliers and Manufacturers; Affiliated National Fire Sprinkler Organizations; Subscriber Members; and Trade and Professional Associations whose principal service is to the construction or fire protection industries.
- C. Termination of Membership
 - a. *Withdrawal*- A member may withdraw from CHAPTER by giving written notice to the Secretary or President of CHAPTER. Withdrawal does not relieve a withdrawing member from the obligation to any and all dues and other financial assessments that incurred prior to withdrawal.
 - b. *Expulsion*- A CHAPTER member may be expelled from the CHAPTER for (a) failure to pay dues or other financial obligations or assessments, (2) failure to meet the eligibility requirements for membership, or (3) a violation of the NFSA or CHAPTER Code of Ethics, bylaws, or memoranda of understanding. In addition, any member that is terminated from NFSA in accordance with the NFSA Bylaws shall also be terminated from membership in CHAPTER.

***The remaining Articles, which govern meetings, elections, committees, dues, officers, finances, amendments and dissolution, shall be drafted after consultation with individual chapters.**

Appendix IV – Chapter Leadership Job Descriptions

When included in the Chapter Bylaws, it is recommended that the duties and powers of the Officers of the Chapter are as follows:

A. Chairman/President

The Chairman shall preside at the meetings of the Chapter, make such suggestions as may, in his opinion, tend to promote the prosperity and welfare, increase the usefulness of the Chapter, and shall perform such other duties as are necessarily incident to the office of the Chairman. The Chairman shall be a member *ex officio* of all standing and *ad hoc* committees. The presiding Officer shall not vote at any regular meeting of the membership except that, should there be a tie vote, he shall cast the deciding vote.

B. Vice Chairman/Vice President

The Vice Chairman shall act as Chairman at the Chapter meetings in the absence of the Chairman and shall assume the position and duties of the Chairman in the event of absence, resignation, or death of the Chairman, until the special election is held. The Vice Chairman shall also be the Chairman of the Program Committee.

C. Secretary

It shall be the duty of the Secretary to give notice of and attend all meetings of the Chapter, maintain and distribute minutes of all regular and special meetings, keep a list of the membership of the Chapter, and handle all Chapter correspondence. The legal address of the Chapter shall be designated by the current Secretary. In case of absence or disability of the Secretary, the Chairman shall appoint a Secretary pro tem.

D. Treasurer

It shall be the duty of the Treasurer to collect and disburse the funds of the Chapter, maintain orderly and accurate records of all financial transactions, and report on the financial status of the Chapter at each meeting.

E. Board Members at Large

The business and affairs of the association shall be managed by its Board of Directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the association, as they may deem proper.

The number of directors of the association shall be determined by the membership bylaws. Each director should hold office for a minimum of two years (this is not intended to be term limits).

Appendix V – Sample Nomination Policy

The Chairman shall have a nominating committee of at least three members and no more than five members. The Chairman shall appoint one of the nominating committee members to chair the nominating committee. It is preferred that none of the officers or board members be on the nominating committee.

It is preferred to have at least one nominating committee member from various geographical divisions, if applicable. If that is not a possibility then members should be in as many parts of the state as possible.

The Chairman shall supply a list of the current Officers and Board Members to the Chair of the Nominating Committee, the chair then shall supply the other members of the nominating committee with the current list of Officers and Board members.

The Chair of the Nominating Committee may call the existing Officers and Board of Directors to see if the current member is willing to serve an addition term as an officer or board member.

If the Officer or Board Member is not willing to serve an additional term then the chair shall poll the other nominating committee members to see if there is someone that they would like to call and ask if that person would be willing to serve as an Officer or Board Member.

The Chairman may suggest to the Chair of the Nominating Committee any names that he or she might be aware of that would be willing to serve as an Officer or Board Member.

The Chairman shall instruct the Chair of the Nominating Committee that he or she will prepare a report to be given at the Annual General Business Meeting.

Once the report has been given the Chairman will accept the committees report and then open the floor for any nominations.

If there are no nominations from the floor, the Chairman will then close nominations and ask for a motion to accept the nominating committee report, then a second. After a motion and second is accepted, the general membership will be asked to vote on the report.

If there is a nomination from the floor, a secret ballot will have to be produced to allow the general membership to vote on the list of nominees. The chair of the nominating committee shall be responsible for producing, issuing, collecting and counting the ballots. The Chair of the Nominating Committee shall be responsible for reporting the results of the election to the general membership, there will be no need to have a motion or a second on the ballot results due to the general membership has already spoken.

This should be next to the last item on the agenda, that way the new officers and board members will not have to make a decision on any business since they were just voted into office.

The results of the vote should be made at the General Business meeting.

Appendix VI - Suggested Chapter Committees

Education	Promotes the education of code officials and the fire sprinkler industry for the improvement of installation practices and to minimize substandard workmanship.
Finance	Establishes and oversees budget and expenditures.
Legislative	Monitors legislative activities that impact or may impact the fire sprinkler industry and take appropriate action.
Membership	Promotes the recruitment of contractor, supplier, and allied trades code official and other membership categories into the Chapter.
Promotions	Functions as a meeting agenda planner; identifies promotional activities such as side-by-side burns; identifies fund-raising events such as golf tournaments; establishes a communications network to deliver the fire sprinkler message.

Additional committees for consideration:

Awards	Recognize fire service and sprinkler industry leaders.
Bylaws	Annual review of Bylaws.
Legacy	Develop and implement strategies for getting younger members involved in your Chapter.
Pro-action	Focuses on issues impacting the industry that need to be resolved. (Title may change for specific issues – Water Utility Interface Committee for example).
Strategic Planning	Keeps long-range goals in focus.

Appendix VII – Chapter Meetings

Below is some guidance to help you and your chapter plan and run chapter meetings.

Planning the Meeting

- Determine the exact purpose (or goals) of each meeting in advance. What do you want the meeting to achieve? Set priorities.
- Are there policies or decisions to be made requiring the entire membership or can these tasks be accomplished by the Chairperson or through a small subcommittee?
- Establish a standard time that is compatible with the work schedules of the members. Some Chapters prefer to meet as early as possible, sometimes starting the meeting with breakfast. Others starting later in the morning may choose to end with a lunch. Some Chapters find that the afternoon is a popular time for meetings, maybe starting with a luncheon or ending with a social hour. A number of Chapters prefer having meetings in the evening, followed by a social hour and/or dinner.
- Meetings usually take place quarterly, monthly, or every other month. Some Chapters may choose to meet less often or not at all during the summer months. It is recommended that once the frequency of meetings has been determined, a formal schedule of meeting dates and sites be established by the Chapter and distributed to the membership.

Preparing an Agenda

An advance agenda enhances understanding, generates ideas, and brings the group together primed with the best information available. The most frequent shortcoming of an agenda is lack of careful planning. The Chapter Chairperson usually solicits agenda items from the membership and the NFSA Regional Manager.

- What important items need to be discussed?
- What action items are outstanding or need to be reported?
- What old business needs to be reviewed?
- What new business needs to be covered?
- What committee reports are to be given and who is responsible for each one?
- Action items should be placed early on the agenda.
- Action and information items should be separated.
- Indicate who is responsible for each agenda item.
- Start the agenda with harmonious items. You can cover more ground if time-consuming discussion can be guided to the latter part of the meeting.
- End the agenda on a positive basis. Summarize major points and discussions. Allow some time at the end of the meeting for open discussion.

Promoting the Meeting

- Get members into the “habit” of attending meetings through consistent scheduling, including time, day of the month and location.

- Send meeting announcements, including the upcoming agenda and minutes of the last meeting, at least two weeks prior to the date of the meeting.
- Set up a telephone calling network to remind members of the meeting. Particularly with new Chapters, it is a good idea for the Chapter Chairperson to personally contact members of the Chapter by telephone in advance of scheduled meetings to confirm attendance and to provide encouragement in participation of Chapter activities. This is also a good idea for making new members feel welcome and getting them involved in the Chapter.

Staging the Meeting

- Pick a location that is provided with fire sprinklers, is convenient and fits the needs of the meeting. Avoid public facilities such as restaurants unless a private dining room can be arranged.
- Although the importance of adequate physical facilities should be obvious, this factor is often overlooked. The Chapter Chairperson or designee should personally check the meeting room in advance to make sure necessary conditions are met:
 - Arrange seating so participants are close together to develop a feeling of cooperation.
 - Participants should be able to easily see each other and the discussion leader. In large groups, put the head table on a raised platform.
 - Proper lighting and air condition should be provided.
 - The meeting room should be quiet.
 - If a microphone is needed, it should be set up and tested
 - Test audiovisual equipment, including web connection if needed. If a password is required, be sure to obtain and test this in advance of the meeting.
 - Other items (e.g. podium, screen) should be in place.
- Start on time.
- The Secretary should take minutes. Encourage written committee reports be emailed to the Secretary.
- The Chairperson (or discussion leader) should regulate the proceedings and keep the meeting moving, but not lecture.
- The Chairperson (or discussion leader) should maintain control without dominating. The longer the Chairperson or discussion leader talks, the more passive the group becomes, and the more difficult the task of stimulating discussion.
- Encourage participation from everyone without allowing any one person to dominate the meeting.
- Turn “war stories” into valuable points. Break into a story with a question that asks the speaker to summarize, “Are you saying the way this problem was handled two years ago might work here?”
- Follow parliamentary procedures: Ask for motions, seconds, votes, and questions to be sure everyone understands the issue and the process.
- Set time limits on each agenda item to keep the meeting on schedule. Let participants know how much time you want to spend on an issue. “Let’s take five minutes to discuss this item.”
- Remember to be flexible. Stopping spirited debate may appear businesslike and efficient, but it can inhibit creativity.

- Summarize discussions so that the points are clear to everyone. Occasionally, clarification requires stopping the discussion and taking stock.

Program Suggestions

I. Formats

- “Canned” (Films, Slides, Videos)
- Speakers
- Panel Discussions
- Demonstrations
- Workshops
- Social Events

II. Speakers

NFSA

- NFSA Staff members
- NFSA Regional Manager
- NFSA Technical Experts
- Industry-Related Organizations
- Model Code Groups (International Code Council, National Fire Protection Association)
- Home Fire Sprinkler Coalition- Visit; www.HomeFireSprinkler.org

Suppliers and Manufacturers

Trade Associations

- Subcontractors
- Mechanical
- Contractors

Fire Service

- IAFC, IAFF, IFSTA
- State Fire Prevention Officers Associations

Authorities Having Jurisdiction

- Fire Departments
- Building officials

Insurance Groups

- Factory Mutual (FM)
- IRI, ISO, IRM, etc.

Government Officials

- Health Departments
- Treasury Departments
- Legislators

Other Organizations

- AWWA
- International Code Council
- Local FPOs
- Building Officials
- Building Industry Associations

Consultants

- Lobbyists
- Construction
- General Business
- Economics

III. Topics

- | | |
|---------------------------------|------------------------|
| • New Technology | • Building Codes |
| • New Products | • Fire Codes |
| • Backflow Protection | • Model Codes |
| • Seismic Protection | • NFSA Resource Center |
| • Building Information Modeling | • NFPA Standards |
| • NICET | • Insurance |
| • Legislation | • Staffing |

- Contractor Licensing
- Operation Life Safety
- Plan Review
- Storage
- Maintenance
- UL/FM
- Collection
- Change Orders
- Business Tips
- Financial Advice/Outlook
- Retrofit

Appendix VIII - Sample Meeting Announcements

NFSA Los Angeles Chapter Meeting

Meeting Announcement

April 19, 2012

5:00 p.m. 8:00 p.m.

**Rio Hondo Golf and
Community Center,
Downey, California**



- **Call to Order**
- **Roll Call**
- **Approval of Previous Meeting Minutes**
- **Chairperson's Report**
 - Chapter status
 - Update on activities
- **Treasurer's Report**
 - Dues Update
- **Regional Managers Report**
- **Area Director Report**
- **Old Business**
 - Status of legislation
 - Status of training
- **New Business**
 - Water dispensing
- **Guest Speaker – Russ Fleming**
- **Next meeting date**
- **Adjournment**



Please refer all correspondence to: **Rick Coppola,**
Fire Protection Industries
1765 Woodhaven Drive
Bensalem, Pa. 19020-7110
Phone (267) 525-1117
Fax (215) 245-8819
R.Coppola@fireproind.com

Date: January 6, 2012

To: PenJerDel Chapter Members of the NFSA

From: Rick Coppola, Chairman

Subject: January Meeting

NOTE MEETING DATE:

January 16, 2012

NOTE LOCATION
MEETING PLACE:

Maggiano's
205 Mall Blvd.
King of Prussia, Pa.
(610) 992-3333

MEETING FORMAT:

1 hour open Cocktail Hour with Appetizers
Family style Dinner
General Meeting

AGENDA:

Dear Members:

This is a pleasant reminder of our upcoming meeting Monday January 16, 2012. The meeting will consist of general information and update. It is very **important to fax or e-mail** me back by the deadline for your attendance. **Please.**

Our meeting agenda will be as follows:

Cocktail Hour in Solarium:	6:00PM to 7:00PM
Dinner:	7:00PM to 8:00PM
Meeting:	8:00PM to 8:30PM

Meal includes, 1hour open bar, Appetizers, Salad, Pasta, Entrée, two Vegetables, Dessert and Coffee

Meal cost:\$35.00 – Payable at the Meeting, additional cost to be pick up by Chapter

Please RSVP to Rick Coppola, Fax a copy of this meeting notice to (215-245-8819) or e-mail @ r.coppola@fireproind.com by January 13th 2012

Please make time in your busy schedule to attend; your input is important to the success of this organization. **Get involved.**

Sincerely,
Rick Coppola
Chairman, PenJerDel Chapter



NFSA Columbia-Willamette Chapter Meeting

Wednesday, December 12, 2012

Doors open at 7:30 a.m. — Continental breakfast provided!

Meeting begins at 8 a.m.

NEW LOCATION!
Clackamas Fire District Station 5, 9339 SE Causey Ave, Happy Valley OR 97086

Welcome and Introductions.....Chapter Chairman

Executive Board:

Vice Chair: XXX XXXXX, XXXXXXXXXXXX Sprinkler Co
Secretary: XXX XXXXX, XXXXXXXXXXXX Fire Protection
Treasurer: XXXX XXXXX, XXXXX Fire, Inc.

Committees/Reports:

Regional/National Update..... NFSA Northwest Regional Manager
Chapter Membership.....XXXXXXXXXX, XXXXXX Fire Protection
Oregon Residential Fire Sprinkler Coalition.....XXXXXXXXXX, Clackamas Fire District 1

Guest Speaker:

XXXXXXXXXX, Sr. Market Development Manager in Engineered Systems at XXXX Fire Protection Products
XXX will discuss fire protection considerations in Computer Room Hot Aisle/Cold Aisle containment systems.

Upcoming Events:

- 2013 NFSA Annual Seminar and North American Fire Sprinkler Expo; April 4-6, 2013, Caesar’s Palace, Las Vegas

Announcements: all members

Upcoming Meetings:

Feb 13, 2013 Speaker TBA (please contact XXXX XXXXX with suggestions)
April 10, 2013 Speaker: XXXX XXXXX, Fife Topic: Clean Agent Changes
June 12, 2013 Speaker TBA (please contact XXX XXXXX with suggestions)

Appendix IX – Meeting Minutes Templates

[Meeting Title]			
[Pick the date]		[Meeting Time]	
		[Meeting Location]	
Meeting called by			
Type of meeting			
Facilitator			
Note taker			
Timekeeper			
Attendees			
[Agenda Topic]			
[Time allotted]		[Presenter]	
Discussion			
Conclusions			
Action Items		Person Responsible	Deadline
[Agenda Topic]			
[Time allotted]		[Presenter]	
Discussion			
Conclusions			
Action Items		Person Responsible	Deadline
[Agenda Topic]			
[Time allotted]		[Presenter]	
Discussion			
Conclusions			
Action Items		Person Responsible	Deadline

Meeting Minutes

[Click to select date]

I. Call to order

[Facilitator Name] called to order the regular meeting of the [Organization/Committee Name] at [time] on [click to select date] at [location].

II. Roll call

[Secretary Name] conducted a roll call. The following persons were present: [attendee names]

III. Approval of minutes from last meeting

[Secretary Name] read the minutes from the last meeting. The minutes were approved as read.

IV. Open issues

a) [Open issue/summary of discussion]

b) [Open issue/summary of discussion]

c) [Open issue/summary of discussion]

V. New business

a) [New business/summary of discussion]

b) [New business/summary of discussion]

c) [New business/summary of discussion]

VI. Adjournment

[Facilitator Name] adjourned the meeting at [time].

Minutes submitted by: [Name]

Minutes approved by: [Name]

Appendix X - About the Industry Promotion Fund

Under the National Fire Sprinkler Industry Promotion Fund Trust Agreement, the purpose for Industry Promotion is defined as:

Article 2 Purpose (Trust Agreement)

IP Funds have been created for the following purposes:

- a) To establish and conduct educational programs.
- b) To engage in public relations, education and advertising.
- c) To protect and improve existing Standards (to include licensing, testing, and certification of contractors).
- d) To make financial or other contributions to organizations within the industry.
- e) To enter into agreements with associations in the Sprinkler Industry to perform work for this Fund.
- f) To establish and maintain reserves.
- g) To engage in activities which benefit or promote the fire sprinkler industry.

Industry promotion funds are divided into three (3) categories:

- Local Programs – Overseen by Local IP Committees
- National Programs
- Contract Administration

Appendix XI - Petition for Chapter Recognition

We, the undersigned, hereby apply for recognition from the NFSA Board of Directors as an official chapter of NFSA, as follows:

- Chapter Name- Our proposed chapter name is:
_____.
- Territory- Our proposed geographic boundaries are as follows:

_____.
- Governing Documents and Policies- We agree that we have adopted or will adopt the standardized chapter bylaws and memorandum of understanding, *provided by NFSA*, that best correspond to our proposed chapter structure. We have attached to this petition the bylaws and memorandum of understanding that we have adopted or will adopt. We also agree that any chapter policies or documents shall be in conformance with the NFSA bylaws, code of ethics, and other applicable policies.

Signed,

Print Name	Signature	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

Please use additional sheets, as necessary.