



PROFESSIONAL CHAPTER AGREEMENT

This Professional Chapter Agreement (Agreement) is entered into effective as of January 30, 2013 by and between Engineers Without Borders USA, a Colorado non-profit organization ("EWB-USA"), and the Professional Chapter of North Texas (Chapter), collectively referred to as the "Parties."

RECITALS

Whereas, Engineers Without Borders-USA®, a Colorado non-profit organization ("EWB-USA®"), began in 2000 with an innovative idea: connect developing communities that have infrastructure needs with engineers able to design solutions to meet those needs. The idea of engineering students and professionals working with developing communities resonated among engineers and within universities throughout the country.

Whereas, the present vision Statement of EWB-USA is a world in which the communities we serve have the capacity to sustainably meet their basic human needs, and that our members have enriched global perspectives through the innovative professional educational opportunities that the EWB-USA program provides.

Whereas, the present Mission Statement of EWB-USA is to support community-driven development programs worldwide by collaborating with local partners to design and implement sustainable engineering projects, while creating transformative experiences and responsible leaders.

Whereas, EWB USA student and professional members are expected to understand and support the Vision and Mission Statements of the organization which are implemented through the EWB-USA Strategic Plan, adhere to the Member Code of Conduct, act in accordance with the organization's core values of integrity, be service oriented and collaborative with both other members and the communities in which they work, demonstrate leadership, and perform work competently and ingenuity and safety in mind.

Whereas, within North Texas (Chapter), there are professionals who desire to establish a volunteer Chapter of EWB-USA to work within the EWB-USA program guidelines to further the EWB-USA Mission, vision, and core values.

NOW, THEREFORE, in order to promote the Vision and Mission of EWB-USA and to establish and operate a chapter of EWB-USA, the Parties agree as follows:

The Recitals set forth above are expressly incorporated into this agreement.

Chapter Obligations

All work done by a chapter must adhere to the policies and procedures of EWB-USA then in effect, as they are updated from time to time, through the EWB-USA website. These include the following documents which Chapter acknowledges that it has read, understood, and will abide by:

A. EWB-USA's Principles of Development as specified in Appendix A.

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Initials of Chapter

B. EWB-USA's Project Processes as specified in Appendix A.

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C. EWB-USA's Member's Code of Conduct as specified in Appendix A.

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D. EWB-USA's Financial Policies as specified in Appendix A.

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E. EWB-USA's Identity and Style Guidelines as specified in Appendix A.

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F. EWB-USA's Principles for Partnerships and Financial Support Policy as specified in Appendix A.

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G. EWB-USA's Donor Bill of Rights as specified in Appendix A.

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H. EWB-USA's Member's Agreement as specified in Appendix A. This will be required from each EWB-USA member of the Chapter who travels and participates in EWB-USA Community Development Programs.

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Initials of Chapter

Chapter leadership will be provided by a volunteer management board, comprised of EWB-USA professional members in good standing. The Chapter will operate in accordance with the following guidelines:

1. The Chapter shall remain in regular communication with EWB-USA and shall keep EWB-USA apprised regarding the Chapter's activities. This may include the provision of a Year in Review Report to EWB-USA, if requested by EWB-USA. The Year in Review Report may be conducted via a request to participate in a survey by the EWB-USA national office in the first quarter of every year.

2. The Chapter shall provide to EWB-USA regular updates of the chapter contact information including both email and mailing addresses.
3. The Chapter is responsible for being in communication with EWB-USA and shall proactively stay informed through the website and other communication efforts by the EWB-USA national office to ensure that the Chapter is operating under the most current EWB-USA policies and procedures. The Chapter will be responsible for seeking clarification, as necessary, of any policy or procedure.
4. Upon the Chapter's voluntary submission to EWB-USA, EWB-USA will have an unrestricted, irrevocable, worldwide, royalty-free license to reproduce, display, distribute, and otherwise use for any purpose and in all forms of media any photographs, recordings, interviews, videotapes, motion pictures or similar visual or auditory recording created in connection with the Chapter's activities or those of its Members within the scope of EWB-USA's mission.
5. The chapter will conduct its activities in a manner consistent with the scientific, educational, and charitable purposes of EWB-USA within the meaning of Section 501©3 of the Internal Revenue code. No Chapter revenue shall personally benefit any person in his or her individual capacity and the Chapter shall not engage in or promote, directly or indirectly, any commercial activity.

EWB-USA Obligations

6. EWB-USA acknowledges the formation of the EWB-USA North Texas Chapter and will place the contact information for the Chapter on the EWB-USA website.
7. The Chapter is encouraged to participate fully within the EWB-USA organization. This includes the ability to:
 - a. Register all individual members into the Chapter.
 - b. Fundraise utilizing the EWB-USA organizational name and brand.
 - c. Publicize the existence of the Chapter within the local geographic area.
 - d. Work on EWB-USA Community Development Programs in accordance with the EWB-USA Policies and Procedures.
 - e. Have members attend EWB-USA events, such as workshops and conferences.
8. The Chapter is granted a limited, revocable, non-exclusive and royalty free license to use:
 - a. EWB-USA's trademarks, service marks, and logos; and
 - b. All copyrighted or proprietary information and materials provided by EWB-USA to Chapter (hereafter, "Intellectual Property") solely in connection with the activities authorized by this Agreement, or subsequently provided by EWB-USA to Chapter. The Intellectual Property is and shall, at all times remain the sole and exclusive property of EWB-USA. Any failure by Chapter to comply with the terms contained herein may result in revocation of the Chapter's charter and termination of this Agreement. These materials and rights may not be sub-licensed by Chapter without the prior written consent of EWB-USA.

9. Chapter will be assigned by EWB-USA a liaison within the EWB-USA national office whose responsibility it is to assist the Chapter in its work with EWB-USA.

General Obligations

10. EWB-USA and each Member of the Chapter represent and warrant that it has adequate liability insurance for the protection of itself and its officers, employees, agents, and members. The Chapter and each Member is responsible and assumes liability for its own wrongful or negligent acts or omissions, and for those of its officers, agents, employees, as applicable, to the fullest extent allowed by law. No party will be responsible or assume liability for any wrongful or negligent acts or negligent omissions of any other party or for any Member. Notwithstanding the insurance, EWB-USA shall not be responsible for any fraudulent or intentionally wrongful acts by a chapter Member.
11. The Chapter agrees that neither it nor any of its members, successors, assigns, heirs, guardians, employers or legal representatives will have or assert any claim against EWB-USA, its principals, officers, directors, agents, employees, members, donors or insurers or any of their affiliated organizations (the "Released Parties") arising from this Agreement. By signing this Agreement, the Chapter agree that any and all such claims against the Released Parties that exist now or may arise in the future are hereby fully and completely waived and released. The Chapter further agrees to indemnify, defend and hold each of the Released Parties harmless from and against any and all claims, damages, losses and expenses (including attorneys' fees and costs of defense at all levels of proceedings) arising out of or in connection with any of the actions or activities of the Chapter or its Members, excluding for this purpose any such claim, damage, loss or expense that may arise out of the intentional misconduct of EWB-USA.
12. EWB-USA may, from time to time, change policies and procedures to strengthen the organization.
13. This Agreement will become effective as of the date set forth above on the date of execution by EWB-USA and will continue in effect through December 31, 2018 (the "Initial Term"). Renewal of this agreement term requires each party to sign a renewal agreement.
14. In accordance with EWB-USA's By Laws, the Executive Director of EWB-USA shall have the right to terminate this Agreement and revoke the Chapter's charter in the event of any breach of this Agreement. Any decision by EWB-USA to terminate this Agreement shall be initiated by written notice to Chapter specifying the grounds upon which the revocation is breached; provided, however, that EWB-USA shall provide Chapter with thirty (30) days' notice from the date of such notice to cure any alleged breach of the Agreement. In the event that EWB-USA determines, in its sole discretion, that Chapter has not corrected the condition leading to EWB-USA's decision to revoke the charter, EWB-USA shall so notify Chapter in writing.
15. The Chapter may voluntarily terminate this Agreement by delivering written notice to EWB-USA of its intention to do so no less than thirty (30) days' notice prior to the effective date of such surrender.
16. Nothing herein shall create any partnership, joint venture, or agency relationship of any kind among the Parties. No party is authorized to enter into any contract, or incur any liability, obligation, or

expense on behalf of any other, to bind or obligate any other in any manner whatsoever, or to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that it is an agent of any other Party. Without limiting the generality of the foregoing, Chapter shall not represent to any third party that Chapter is an agent or other authorized representative of EWB-USA except with the prior express written permission of EWB-USA.

17. Each party will comply with all applicable laws and regulations in the performance of any Project. In cases where a dispute arises in relation to this Agreement, the parties hereto will make every effort to settle it upon mutual consultation.
18. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Colorado, without regard to its choice of law or conflict of law provisions. All claims, actions, proceedings and disputes arising out of this Agreement shall be commenced exclusively in Colorado and all parties consent to personal jurisdiction in Colorado.
19. All notification required by this Agreement must be in writing. Notices to the Chapter will be communicated to the Chapter President and Faculty Advisor on record with EWB-USA. Notices to EWB-USA must be communicated to Catherine Leslie by email at chapters@ewb-usa.org or by fax at 303-772-2699. Notifications shall be effective as of the normal business day following transmittal.
20. This Agreement may be executed by the Parties in any number of counterparts, each of which when executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.
21. Chapter may have previously executed a chapter affiliation agreement with EWB-USA. This Agreement constitutes the entire understanding among the Parties, and supersedes all prior writings or oral agreements with respect to the subject matter hereof. This Agreement may be amended or modified only by a written agreement signed by an authorized representative of each Party hereto.
22. Any Party's waiver or failure to exercise any right provided for in this Agreement or the addenda hereto shall not be deemed a waiver of that right or any further or future right under this Agreement and Addenda at any time in the future.
23. If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be impaired or affected thereby.
24. The obligations of the Parties as set forth herein shall survive the termination of this Agreement.
25. The Parties agree to perform all acts and to exercise and deliver any further documents as may be reasonably necessary to carry out the intent of this Agreement and the provisions hereof consistent with applicable laws, rules, and regulations.

EACH SIGNATORY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ IT AND HAVING FULLY UNDERSTOOD ITS CONTENTS AND, PRIOR TO SIGNING, HAVING HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL RESPECTING THE TERMS OF THIS AGREEMENT. EACH

SIGNATORY TO THIS AGREEMENT ACKNOWLEDGES BEING AWARE THAT THIS IS A CONTRACT BETWEEN EACH PERSON OR ENTITY SIGNING THIS AGREEMENT AND EWB-USA. EACH SIGNATORY WARRANTS THAT IT IS FULLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTY FOR WHICH IT IS SIGNING, AND TO BIND THAT PARTY TO ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

OFFICER OF CHAPTER:

Signed: Julie A. Jones
Printed: Julie A. Jones
Title: Chapter President
Date: January 30, 2013

ENGINEERS WITHOUT BORDERS-USA:

Signed: Catherine A. Leslie
Printed: Catherine A. Leslie
Title: Executive Director
Date: 1/31/2013

APPENDIX A

EWB-USA provides all information to its members through the EWB-USA website where all policies and procedures can be found. The Chapter must review key policies and procedures prior to formalization of the Chapter Agreement as follows and will be required to verify, in the main agreement, that they have reviewed, understood, and will abide by these policies and procedures.

These documents are available on the EWB-USA website, and are subject to change.

- EWB-USA's Principles of Development:
[http://ewb-usa.org/projects/ewb-usa-community-programs#EWB-USA Principles of Development](http://ewb-usa.org/projects/ewb-usa-community-programs#EWB-USA%20Principles%20of%20Development)
(this link must be cut and pasted into your browser)
- EWB-USA's Project Processes: <http://www.ewb-usa.org/myewb-usa/project-process>
- EWB-USA's Member Code of Conduct: <http://www.ewb-usa.org/theme/library/myewb-usa/homepage/EWB-USA-CodeofConductV15-Final.pdf>
- EWB-USA's Financial Policies:
<http://www.ewb-usa.org/myewb-usa/chapter-resources/sourcebook-downloads>, Section 704.
- EWB-USA's Identity and Style Guidelines:
<http://www.ewb-usa.org/myewb-usa/chapter-resources/communicating-ewb-usa/identity-and-style-guide>
- EWB-USA's Principles for Partnerships: <http://www.ewb-usa.org/myewb-usa/development>
- EWB-USA's Donor Bill of Rights: <http://www.ewb-usa.org/myewb-usa/development>
- EWB-USA's Member's Agreement and Release from Liability:
<http://www.ewb-usa.org/myewb-usa/chapter-resources/sourcebook-downloads> , Section 605