**Memorandum of Agreement**

To clarify what ACAP chapters may expect from ACAPcommunity and how ACAPcommunity and chapters work together, once the chapter name is determined, ACAPcommunity provides the Chapter Coordinator with a chapter-personalized Memorandum of Agreement and asked to have all members of the inaugural Leadership Team affirm it with their signature, after which the Chapter Coordinator will return the document to ACAPcommunity. Below is the text of the MOA.

**ACAP** *(chapter name)* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Memorandum of Agreement**

This Memorandum of Agreement confirms the conditions and nature of the relationship between ACAPcommunity, a 501(c)3 nonprofit organization, hereafter referred to as “ACAPcommunity” or “ACAP” and ACAP *(chapter)* \_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as “ACAP *(chapter)* \_\_\_\_\_\_\_\_\_\_” or “Chapter.”

1. **Period of Agreement:** This Agreement is in effect beginning *(date)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continues until ACAPcommunity or ACAP *(chapter)* \_\_\_\_\_\_\_\_\_\_\_\_ terminates this Agreement.
2. **ACAPcommunity Responsibilities:** ACAPcommunity will provide the chapter with (A) digital copies of the ACAP Chapter Guide, ACAPcommunity Curriculum, and pertinent ACAP documents; (B) Leadership Team training and ongoing support; (C) Start-Up Kit, including chapter banner, chapter rack cards, Leadership Team name badges and tumblers, five (5) outdoor signs, table covering, participant name tags, pens, online QuickBooks software, dedicated web page, social media account, and email account; (D) monthly marketing support; (E) Leadership Team support for 12 months; and (F) program attendance and financial reporting templates.
3. **ACAP** *(chapter)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** **Responsibilities:** ACAP *(chapter)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** agrees to adhere to ACAPcommunity Guiding Principles, guidelines, policies, prescribed practices, and spirit in: (A) acting on behalf of ACAPcommunity with the utmost integrity, truthfulness, and respect; (B) offering monthly educational programs for the *(footprint)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area and appropriately communicating plans to ACAPcommunity; (C) considering scheduling an annual local conference and/or resource fair beginning in the 3rd-5th year; (D) participating in the ACAP virtual symposium when offered; (E) ensuring a strong Leadership Team, keeping ACAPcommunity apprised of changes, and securing a Leadership Team Commitment form from each inaugural and future Leadership Team member; (F) providing quarterly and annual financial and in-person program attendance reports; (G) participating in monthly Leadership Team meetings; (H) when invited, participating in activities to further ACAPcommunity (e.g., podcasts, symposium, Chapter Coordinators meetings, Board of Directors meetings); (I) participating in mutually-agreed upon shared digital marketing fees and processes; (J) maintaining intact the ACAP curriculum, training materials, and logo unless express permission is granted in writing by ACAPcommunity; (K) using the ACAP curriculum, Chapter Guide, and other ACAPcommunity intellectual property solely for official ACAP activities; (L) sharing ACAP intellectual property only among current ACAP chapter Leadership Team members; (M) adhering to ACAP guidelines related to chapter funds and fund development activities; (N) providing the Annual Renewal Fee ($3,000) each year during the month preceding the chapter’s launch anniversary.
4. **ACAPcommunity Termination of Agreement:** Should a noncompliance situation arise, ACAPcommunity will initiate effort to restore the chapter’s alignment with ACAP Guiding Principles, guidelines, policies, prescribed practices, and spirit. However, if efforts are unsuccessful, with written notice, ACAPcommunity may terminate this Agreement for any of the following violations: (A) failure to act on behalf of ACAPcommunity with the utmost integrity, truthfulness, and respect; (B) failure to offer monthly educational programs for the *(footprint)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area or to appropriately communicate plans to ACAPcommunity; (C) failure to consider scheduling an annual local conference or resource fair beginning in the 3rd-5th year; (D) failure to participate in the ACAP virtual symposium when offered; (E) failure to ensure a strong Leadership Team, keep ACAPcommunity apprised of changes, or secure a Leadership Team Commitment form from each inaugural and future Leadership Team member; (F) failure to provide quarterly or annual reports related to chapter finances or in-person program attendance; (G) failure to conduct monthly Leadership Team meetings; (H) refusal to participate in activities to further ACAPcommunity (e.g., podcasts, symposium, Chapter Coordinators meetings, Board of Directors meetings); (I) failure to participate in mutually-agreed upon shared digital marketing fees and processes; (J) alteration of ACAPcommunity intellectual property or logo without written permission from ACAPcommunity; (K) use of ACAPcommunity curriculum, Chapter Guide, or other ACAPcommunity intellectual property outside official ACAP activities; (L) sharing of ACAP intellectual property beyond the current Leadership Team members; (M) violation of chapter funds or fund development activities; (N) failure to provide the Annual Renewal Fee ($3,000) during the month preceding the chapter’s launch anniversary. Upon date of notice of termination, the Chapter will cease all use of the ACAP name, logo, curriculum and other training materials and Chapter fund development activities; immediately return all materials and Chapter funds to ACAPcommunity; and delete all ACAP digital materials.
5. **ACAP** *(chapter)***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Termination of Agreement:** With written notice, the Chapter may terminate this Agreement for any reason. The chapter will not be eligible for a refund of any already-paid fees.  Upon date of notice of termination, the Chapter will cease all use of the ACAP name, logo, curriculum and other training materials and Chapter fund development activities; immediately return all materials and Chapter funds to ACAPcommunity; and delete all ACAP digital materials.
6. **Ownership of Materials:** ACAP *(chapter)* \_\_\_\_\_\_\_\_\_\_ acknowledges that ACAPcommunity owns all intellectual property rights related to ACAP materials, and the chapter is not authorized to change or disseminate those materials except as set forth specifically in this Agreement.
7. **Signatures:**
8. Frances S. Hall, Founder & Executive Director\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACAPcommunity Signature / Printed Name Date

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Chapter Coordinator Signature / Printed Name Date

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Leadership Team Member Signature / Printed Name Date

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Leadership Team Member Signature / Printed Name Date