



NHPA Student Chapter Affiliation Agreement

As of 7.12.19

THIS AFFILIATION AGREEMENT (the “Agreement”), is made this _____ day of _____, 20____, by and between the National Hispanic Pharmacists Association (“NHPA”), a non-profit Delaware corporation, with a place of business at 1920 L Street, NW, Suite 725, Washington, DC 20036, and [pharmacy school name] (“Student Chapter”), with its primary location of business in [city, state].

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Grant of Charter to Student Chapter.

- A. Charter. NHPA hereby grants to Student Chapter a non-exclusive charter to be a Student Chapter of NHPA. In accordance therewith, Student Chapter is authorized to use the name “National Hispanic Pharmacists Association [pharmacy school name] Student Chapter,” and special chapter logo of NHPA in or in connection with Student Chapter’s name, with the authority to use such marks in connection with Student Chapter activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Student Chapter by NHPA.
- B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by NHPA or surrendered by Student Chapter, pursuant to the terms of this Agreement for revocation and surrender.
- C. Strategic Guidelines and Bylaws. Student Chapter represents and warrants that it meets the minimum requirements to establish a Student Chapter, as set forth in the NHPA Strategic Guidelines. Student Chapter further represents and warrants that it shall adopt bylaws in a form substantially similar to those attached as Exhibit A to this Agreement.
- D. Location of Representation. Student Chapter shall represent NHPA as NHPA’s exclusive Student Chapter affiliated with [pharmacy school name], pursuant to and in accordance with the NHPA mission and purposes as set forth in NHPA Articles of Incorporation and Bylaws or as otherwise established by the NHPA Board of Directors. NHPA shall not designate other student chapters affiliated with [pharmacy school name], but NHPA may, in its sole discretion, sponsor or

conduct programs in conjunction with [pharmacy school name] and/or accept members not affiliated with Student Chapter who are students at [pharmacy school name].

- E. Authorized Activities. Must be submitted in the beginning of the year. NHPA specifically authorizes Student Chapter to conduct the following activities within the Area: education and training and/or other professional development meetings/programs, membership recruitment and retention efforts, outreach to local universities and related organizations and such other activities as may be consistent with the mission and purposes of NHPA and in which NHPA may from time to time authorize Student Chapter to engage.

II. Membership and Dues.

- A. Membership. The terms and conditions of membership in NHPA (“NHPA Membership” shall be determined exclusively by the NHPA Board of Directors. NHPA Student Chapter participation is optional and is not a condition of NHPA membership. There must be a minimum of **five (5)** current NHPA members in the Area that have demonstrated interest in NHPA for NHPA to grant a charter to Chapter.
- B. Dues. Dues levels and conditions for the NHPA Membership will be determined by the NHPA Board of Directors.

III. Obligations of NHPA.

NHPA’s obligations under this Agreement shall include:

- A. Promulgating guidelines, policies and procedures for chapters that assures that each Student Chapter operates in a manner that supports the mission and objectives of NHPA and is in compliance with all laws and regulations governing Internal Revenue Code tax exempt organizations;
- B. Providing support services for Student Chapters, to include ideas for education, service and fundraising projects;
- C. Assigning a staff liaison to the Student Chapter, who will help guide Student Chapter governance, planning and program implementation will serve as a point of contact for accessing other NHPA resources;
- D. Providing dedicated space on the NHPA website for student member general information and activities, in accordance with NHPA’s policies and guidelines for its website;

- E. Providing timely access to information about NHPA's programs, services and initiatives and to implement mechanisms for engaging Student Chapter leadership as a resource for future strategic and operational planning for NHPA;
- F. Provide Student Chapter leaders with resources and forums to exchange ideas and best practices among one another and with NHPA National Headquarters.
- G. Creating a specially designed NHPA Student Chapter logo (See Exhibit B) and guidelines on the use of this logo and the NHPA name; and
- H. Providing access to special materials that can be used for Student Chapter programs at a reduced fee or no cost, when appropriate.

IV. Obligations of Student Chapter.

Student Chapter's obligations under this Agreement shall include:

- A. Bylaws. As a condition of receipt of its charter as a Student Chapter of NHPA, Student Chapter shall provide its Bylaws to NHPA. Such Student Chapter Bylaws are, and shall remain, consistent in all materials respects with the Model Bylaws attached hereto as Exhibit A and incorporated by reference herein. Any amendments to Student Chapter's Bylaws must first be submitted to, and approved by, NHPA. Student Chapters shall have as its purposes those set forth in the Model Bylaws attached in Exhibit A, shall conduct its activities at all times in accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in NHPA's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance provided heretofore or hereafter by NHPA (all of which are incorporated by reference).
- B. Compliance with Laws. Student Chapter warrants that it is in full compliance with all applicable laws, NHPA regulations, NHPA policies, and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards, including all applicable tax obligations.
- C. Recordkeeping, Reporting and Inspection. Student Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to NHPA summarizing its programs, activities and operations and its annual plans and budget. Upon the written request of NHPA and at NHPA's expense, Chapter shall permit NHPA or NHPA's designated agent to review appropriate records of Chapter pertaining to its programs, activities, finances and operations.
- D. Programs and Activities. Chapter shall hold at least two (2) professional development activities per year. Chapter shall endeavor to sponsor and conduct

programs and activities that further the purposes and objectives of NHPA, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through NHPA in support of such programs and activities. Upon request, Chapter shall send to NHPA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. NHPA may, at its sole discretion, send representatives to observe such programs and activities. Upon request, Chapter shall also send to NHPA an annual plan of activities for the following year, at the beginning of quarter four of the previous year.

V. Intellectual Property and Confidential Information.

- A. Limited License. In accordance with NHPA’s non-exclusive grant to Chapter to be a chapter of NHPA, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name “National Hispanic Pharmacists Association [pharmacy school name] Student Chapter,” acronym “NHPA [pharmacy school name] Student Chapter,” and the logo of NHPA Student Chapter (hereinafter collectively referred to as the “Marks”), and (iii) all copyrighted or proprietary information and materials provided by NHPA to Chapter during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”) (the Marks, and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”) in or in connection with Chapter’s name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized by NHPA, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by NHPA. Chapter is not granted the right to use the name “National Hispanic Pharmacists Association, acronym NHPA, or the NHPA logo without using it in conjunction with the words “Student Chapter.”
- i. The Intellectual Property is and shall remain at all times the sole and exclusive property of NHPA. The Intellectual Property may be used by Chapter of NHPA if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by NHPA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by NHPA.

- ii. NHPA's Marks may not be revised or altered in any way, and must be displayed in the same form as produced by NHPA. Chapter must contact NHPA and provide a proof or design of the Marks' intended use. The intended use of the Marks must be approved in writing by NHPA before they are used. Without further notice, NHPA reserves the right to prohibit use of the Marks if it determines, in its sole discretion, that Chapter's usage, whether willful or negligent, is not in strict accordance with these terms and conditions, otherwise could discredit NHPA or tarnish its reputation and goodwill or if Chapter and NHPA otherwise discontinue their relationship. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NHPA.
- iii. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without NHPA's express prior written approval. Chapter shall not sell or trade the Intellectual Property without NHPA's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of NHPA, discredits NHPA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NHPA and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from NHPA.
- iv. Chapter shall not have any rights to the NHPA membership mailing list ("Mailing List").
- v. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Area, and any other guidelines that NHPA may prescribe.
- vi. NHPA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. NHPA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
- vii. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

- B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data (“Confidential Information”) of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party’s Confidential Information without such other party’s consent. Each party’s Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party’s confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VI. Revocation or Surrender of Charter.

- A. Revocation of Charter. The charter granted by NHPA to Chapter hereunder shall remain in full force and effect unless and until revoked by NHPA or surrendered by Chapter in accordance with the provisions of this Agreement. NHPA shall have the authority to revoke the charter at its sole discretion. Any decision by NHPA to revoke Chapter’s charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; provided, however, that NHPA shall provide Chapter with thirty (30) days from the date of such notice to cure any alleged breach of this Agreement. In the event that NHPA determines, in its sole discretion, that Chapter has not corrected the condition leading to NHPA’s decision to revoke Chapter’s charter, NHPA shall so notify Chapter in writing. NHPA’s decision shall become final unless, within thirty (30) days of its receipt of written notice from NHPA, Chapter delivers to NHPA a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to NHPA. The decision of NHPA upon such appeal shall be final and not subject to further appeal.
- B. Surrender of Charter. Chapter may surrender its charter by delivering to NHPA written notice of its intention to do so no less than sixty (60) days prior to the effective date of such surrender.

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

NHPA

By: _____
Name: _____
Title: _____

Student Chapter Name

By: _____
Name: _____
Title: _____



Appendix A

NHPA Pharmacy School Student Chapter Bylaws

ARTICLE I. NAME, LOGO, COLORS and PIN

Section 1. NAME

The organization shall be called the National Hispanic Pharmacists Association (NHPA) **[pharmacy school name]** Student Chapter.

Section 2. OFFICIAL ABBREVIATIONS

The only officially accepted abbreviation of the National Hispanic Pharmacists Association **[pharmacy school name]** School Chapter is “NHPA **[pharmacy school name]** Student Chapter.”

Section 3. OFFICIAL LOGO

The official logo of the organization is a circular mortar and pestle including the organization abbreviation, pictured on the right. The official logo shall be used for official business only and shall not be altered.



Section 4. COLORS

The official colors of the organization are Teal and Brown.

Section 5. PINS

The official lapel pin consists of the NHPA logo trimmed in metallic color.

ARTICLE II. PURPOSES

NHPA **[pharmacy school name]** Student Chapter shall have the following purposes:

- A. To promote the interests of NHPA **[pharmacy school name]** Student Chapter members;
- B. To define the future role of minority health professionals in the community;
- C. To develop a positive image of minority health professionals;
- D. To coordinate programs that will improve the healthcare awareness of minority communities;
- E. To encourage NHPA **[pharmacy school name]** Student Chapter members, upon graduation, to become active members of the profession of pharmacy.

ARTICLE III. MEMBERSHIP

Section 1. National Membership

Any dues-paying student enrolled in a professional pharmacy program recognized by ACPE (Accreditation Council for Pharmacy Education) is eligible for full national membership in NHPA.

Section 2. Chapter Membership

Any dues-paying student enrolled in a professional pharmacy program recognized by ACPE (Accreditation Council for Pharmacy Education) is eligible for full national membership in NHPA. Chapter membership is required to be a chapter member.

Section 3. Membership Year

NHPA Student Chapter membership is from September 1st through August 31st of the year to which the dues have been attributed.

Section 4. Membership Dues

Students who are members of the NHPA [pharmacy school name] Student Chapter will pay twenty-five dollars (\$25) dues. Any adjustment will be established and adjusted by a 2/3 vote of the NHPA Board of Directors. Dues are used as follows: \$15 for staff support to the NHPA National Office and planning activities and \$10 for Chapter Activities.

ARTICLE IV. OFFICERS

All elected and appointed officers must be dues-paying and in good academic and professional standing in their pharmacy year and coordinate a committee to assist with their duties, as needed.

ELECTED OFFICERS: NHPA [pharmacy school name] Student Chapter elected officers are the President, President-Elect, Vice President, Treasurer, Secretary, Historian, and Webmaster.

APPOINTED OFFICERS: NHPA will appoint officers for national committees as needed.

Section 1. PRESIDENT Duties

1. Presides over chapter meetings
2. Delegates chapter responsibilities to E-board members
3. Schedules and coordinates executive board meetings
4. Corresponds student chapter information to NHPA Board of Directors
5. Maintain relationships and collaborates with other pharmacy organizations
6. Coordinates E-board elections and co-chair applications
7. Submits quarter reports with event details and pictures to NHPA Board Student Chapter Liaison
8. Compiles annual report

Section 2. PRESIDENT-ELECT Duties

1. Shadows the President elect, assists with his/her duties, and assume his/her responsibilities when necessary
2. Plans and coordinates participation at regional and national convention

3. Assists other E-board and committee members with event planning and execution
4. Works alongside chapter secretary to ensure proper chapter correspondence and membership involvement

Section 3. VICE PRESIDENT Duties

1. Assistant to the President
2. Assumes the President's role and responsibilities in his/her absence
3. Assists other committee members with event planning and executing
4. Serves as a delegate at national and regional conventions
5. Ensures pre/post event requirements are fulfilled
6. Chairperson for committee(s)

Section 4. TREASURER Duties

1. Devises chapter budget, dependent on available funds for the student chapter, prior to school year for approval from the NHPA National Headquarters.
2. Submits chapter membership forms
3. Orders food and drinks for events and meetings
4. Distributes checks, file reimbursements, make deposits, etc.
5. Keeps record of chapter finances
6. Responsible for transitioning account from previous treasurer
7. Responsible for fundraising activities, as needed, and refers all potential funders to NHPA National Headquarters for payments and invoicing.
8. Chairperson for committee(s)

Section 5. SECRETARY Duties

1. Responsible for all outgoing and incoming chapter correspondence
2. Keeps concise and organized minutes during chapter meetings
3. Compiles chapter e-mail mailing list
4. Assists Student Chapter President with reports
5. Ensures proper membership involvement
6. Submits chapter events to NHPA calendar
7. Chairperson for committee(s)

Section 6. HISTORIAN Duties

1. Responsible for taking pictures from each event for website and quarter report
2. Maintains a strong presence on all social media pages (Facebook, Instagram, Twitter)
3. Works with Webmaster to update NHPA website
4. Works with committee chairs and other officers to develop flyers for events
5. Chairperson for committee(s)

Section 7. WEBMASTER Duties

1. Must be tech savvy and able to work on designing/maintaining a website

2. Regularly updates NHPA [pharmacy school name] Student Chapter website with information about E-board, committees, upcoming events, membership information, photos, etc.
3. Works with Historian to improve social media pages
4. Chairperson for committee(s)

Section 8. COMMITTEE CHAIR Duties

1. Creates, plans, and implements one event per school semester that relates to assigned committee.
2. Participates in NHPA [pharmacy school name] Student Chapter events throughout the school year.
3. Leads committee members to promote NHPA mission and work ethic.
4. All other duties, as assigned.

Section 9. TERM OF OFFICE

Elected and appointed officers serve a one (1) year term until their successors have been elected and installed.

Section 10. VACANCIES

The Vice President shall fill a vacancy in the office of the President. An NHPA [pharmacy school name] Student Chapter member appointed by the President and approved by the Executive Committee shall fill a vacancy in any office on a pro-tem basis. Any member appointed will fill the vacant office until a successor has been elected and installed.

Section 11. IMPEACHMENT

Any elected or appointed officer remiss in his/her duties as stipulated by these Bylaws and the national Code of Business Conducts and Ethics shall be impeached according to Robert's Rules of Order.

ARTICLE V. STUDENT CHAPTER EXECUTIVE BOARD

Section 1. COMPOSITION

The Student Chapter executive board consists of the aforementioned elected officers and faculty advisor.

Section 2. DUTIES AND AUTHORITY

The NHPA [pharmacy school name] Student Chapter executive board may carry out student activities that are aligned with NHPA's national initiatives.

Section 3. NATIONAL AFFILIATE

The NHPA Board Member Student Chapter Liaison shall communicate with NHPA [pharmacy school name] Student Chapter president.

Section 4. ADVISOR

NHPA [pharmacy school name] Student Chapter must have an advisor who holds a faculty or administrative position at the university. It is also encouraged for the faculty advisor to become a

member of NHPA. The advisor will provide direction and guidance to the chapter consistent with the goals set by NHPA.

Section 5. CHAPTER REPORT

NHPA [pharmacy school name] Student Chapter must submit chapter reports, as required, which includes a summary of their current activities and all related financial activities. A copy of the annual report, including [pharmacy school name] activities, must be submitted to the NHPA National Headquarters by July 1 per NHPA policies and procedures. Student chapters who submit their student chapter report may be eligible for additional recognition for their efforts.

ARTICLE VI. ELECTIONS

Section 1. CANDIDATES

NHPA [pharmacy school name] Student Chapter members may run for any NHPA Student Chapter position for the upcoming school year. Candidates must be active participants and in good standing with NHPA membership and should have attended at least two NHPA [pharmacy school name] Student Chapter events. If a member wants to run for President-elect, Vice President, Treasurer, or Secretary, they must have held one project Co-Chair position in that current year.

Section 2. VOTING

Each active member and in good standing with NHPA membership (dues current), receives one vote in the elections of the new officers.

Section 3. ELECTION PROCEDURE

Candidates must prepare a one-to-two minute speech to explain why they are a qualified candidate and why they would like to run for that particular position.

Section 4. INSTALLATION

Newly elected officers are installed after elections based on majority voting. There will be a three (3)-month transition period at the end of which the newly elected executive student chapter board will take possession of their offices.

Section 5. COMMITTEES

The Student Chapter executive board appoints project committee chairs, as needed, consisted with the mission and vision of NHPA via interviews by NHPA [pharmacy school name] Student Chapter the summer prior to the school year. Committees include members with designated duties and authority as the executive board establishes. The Student Chapter President establishes the time and location of the committee meetings. Members of the committees shall serve until submissions of the committee final report or until discharged by the Student Chapter President.

ARTICLE VII. FINANCES

Section 1. SOURCE OF FUNDS

Funds for organizational activities are obtained from NHPA National Headquarters (student chapter fundraising, corporate sponsorships, donations and from other sources that are approved by the NHPA Board of Directors) and [pharmacy school name] budgets.

Section 2. BUDGET

The treasurer shall prepare an ongoing annual budget sheet that is updated after every transaction. The pertinent annual budget is shared with the NHPA National Headquarters, [pharmacy school name], and NHPA [pharmacy school name] student chapter President to ensure accuracy.

ARTICLE VIII. PARLIAMENTARY AUTHORITY AND PRECEDENCE

Section 1. PARLIAMENTARY AUTHORITY

The rules outlined in the current edition of Robert's Rules of Order shall govern NHPA [pharmacy school name] Student Chapter activities in all cases in which they are applicable.

Section 2. PRECEDENCE

In the case of conflict between the bylaws, any parliamentary authority or other rules or procedures, these bylaws shall prevail. The NHPA Board of Directors, whose decision shall be binding on all interested parties, shall resolve all such apparent conflicts.

ARTICLE IX. AMENDMENTS

Proposed amendments to the NHPA Student Chapter bylaws shall be voted on by the NHPA [pharmacy school name] Student Chapter Executive Board in collaboration with the faculty advisor and submitted for final approval by the NHPA Board of Directors.

Exhibit B

