



This charter is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between AIGA, the professional association for design (“AIGA”) and the \_\_\_\_\_ chapter of AIGA (“the chapter”).

This charter is an agreement between AIGA and its members where members want to affiliate locally as a geographically defined special interest group to pursue more effectively the mission and goals of AIGA. The charter formalizes the relationship between the national AIGA organization and the group of local members:

- AIGA wishes to grant to a group of members a charter pursuant to which AIGA and the members shall become affiliated at a local chapter.
- AIGA wishes to offer the chapter the opportunity to be included in its group exemption as a 501(c) subordinate organization.
- AIGA and the chapter wish to set forth their mutual understandings and agreements pertaining to the grant of the charter and the mutual rights and responsibilities created thereby.

Therefore, AIGA and the chapter agree as follows:

*1. Criteria for affiliation*

A group of AIGA members may apply for local chapter status when they meet minimum criteria currently in effect, by action of the national board of AIGA. The national board of AIGA shall be the sole authority in determining whether a group meets the necessary criteria. The national board will develop the criteria in consultation with currently recognized chapter presidents.

*2. Rights of the chapter*

The chapter shall have the right to utilize the name “AIGA,” in the name of the chapter, to acknowledge affiliation with AIGA; use AIGA’s group exemption authority with the IRS to organize the chapter as a 501(c)(3) corporation; receive the chapter subvention from the membership fees collected by AIGA among members in the chapter’s geographic coverage area; and to receive all other benefits bestowed by AIGA upon its affiliated chapters.

*3. Relationship*

AIGA and the chapter are separately incorporated and governed; they are discrete institutions whose relationship is described and limited by this agreement. AIGA and the chapter are not and shall not be considered joint venturers, partners, legal representatives or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities except by separate written agreement. Neither AIGA nor the chapter shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party unless a specific authority is delegated in writing from one to the other. Neither AIGA nor the chapter shall be liable for any act, error, omission, debt or other liability or obligation of the other party.

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4. *Bylaws* The chapter shall abide by and promote the purposes and objectives of AIGA as set forth in the most current version of the AIGA mission, goals and bylaws. The chapter shall adopt its own bylaws for its operations provided that these bylaws are not contrary to or inconsistent with the AIGA bylaws or this charter. The chapter shall submit all bylaw amendments to AIGA for review and comment to allow for informed compliance with this provision.
5. *Membership* Members must join AIGA in order to become members of the chapter. The chapter shall admit only members of AIGA.
6. *Dues* The chapter may not set chapter dues levels independent of the national dues structure, although it may determine fees for events and services. AIGA shall provide chapter development grants to chapters that meet specific criteria adopted by AIGA's board of directors. The grants will be determined by the number and type of members affiliated with a chapter.
7. *Annual report* The chapter is required to submit an annual report by September 15 each year. Annual reports must include:
- Listings of continuing and newly elected chapter directors and officers
  - A summary for each of the past year's programs and events
  - An annual report on the state of the chapter
  - A copy of the IRS 990 form as filed for the most recent fiscal year for which it was filed (if gross revenues exceeded \$25,000 in that fiscal year) or Sections I and IV of the IRS 990 form if the chapter's gross revenues were less than \$25,000 in the most recent completed fiscal year.
8. *Financial records and identity* The chapter shall establish and maintain its own bank account(s) as an AIGA chapter and endorse checks accordingly (e.g., "AIGA name of chapter"). The chapter must provide banking account information to the national AIGA office so that the chapter subvention from membership fees may be deposited directly into the chapter's account. The chapter shall obtain its own federal employer identification number and register as a 501(c)(3) corporation in the state in which it operates (although it may use the AIGA federal Group Exemption Number [GEN 9221] in its filing).
9. *Use of the AIGA name* The use of the name "AIGA" by the chapter must include the name of the chapter so as not to confuse communications from the national AIGA organization with those of the chapter. The chapter's authority to use the AIGA logo or the name "AIGA" is governed by this charter and may be terminated by AIGA in accordance with the provisions of this charter. The trademark registration for "AIGA," "the professional association for design" and the logotype of AIGA are all held by the national board of directors and control over the use of these trademarks will be enforced by the national board. Chapter or national permission for sponsors to

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publicize an affinity with AIGA or use of the AIGA name is governed by national sponsorship guidelines and identity guidelines.

*10. Format of the chapter name*

The distinction between the chapter (and its officers and activities) and AIGA, especially in communications with the general public, must be maintained. Communication by the chapter and the chapter officers or members, in correspondence, advertising or other promotional material, must always identify the chapter by name. Chapter identification can occur in a formal form (“AIGA, Salt Lake City Chapter”) and an informal form (“AIGA Salt Lake City”). The name “American Institute of Graphic Arts” should no longer be used. The descriptor “the professional association for design” applies to the parent organization, and should not be attached to the chapter name. Guidelines on permissible alternatives for identifying the chapter are contained in “Thinking Inside the Box, AIGA identity and branding guidelines,” published in June 2000 and modified in 2006.

*12. Use of membership list*

The membership list (the electronic or printed version of the list of AIGA members) is the exclusive property of AIGA. No chapter may rent, sell or trade the membership list, or use it for any purposes other than promoting AIGA-related events or communicating with its members, except as permitted in AIGA’s sponsorship guidelines.

*13. Sponsorship*

Sponsorship relationships entered into by chapters for local and regional events will respect the guidelines for sponsorship that have been developed and published in the most recent version of the AIGA sponsorship resource guide. While pricing and local benefits may vary from the guidelines based on local conditions, use of the AIGA name and identity and any use of membership lists must be consistent with the guidelines.

*14. Termination*

Either party may terminate this charter on 30 days written notice. In the event of breach by a party, the other may terminate immediately by written notice. Upon termination by either party for any reason, the chapter shall cease utilizing the name “AIGA” and “American Institute of Graphic Arts,” both of which are owned completely and exclusively by AIGA, and may no longer claim any affiliation with AIGA. Chapter members will remain AIGA members regardless of this termination unless they allow their AIGA membership to lapse at the next anniversary of their membership date.

15. Amendment

Either party may initiate amendments to this agreement, which the other party must respond to within 90 days, either through executing an amended agreement or rejecting with an explanation of the reasons for rejecting.

AIGA, the professional association for design

\_\_\_\_\_ Date      By:  Executive director

I agree to the terms on behalf of the \_\_\_\_\_ chapter of AIGA and certify that the chapter is:

- Affiliated with AIGA
- Subject to the general supervision and control of AIGA
- Eligible to qualify for exemption under section 501(c) of IRS regulations
- Current in its filing of its IRS 990, if necessary, for the last fiscal year

Further, I

- Authorize AIGA to include the chapter in AIGA's group exemption letter
- Certify that the data contained in the IRS 990 are accurate and complete
- Certify that the chapter's governance documents are current and complete

\_\_\_\_\_ By: \_\_\_\_\_, President  
Date