

THE CONSTRUCTION SPECIFICATIONS INSTITUTE, INC.
CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement is made effective the 17 day of February, 2022 ("Effective Date"), between The Construction Specifications Institute, Inc. ("CSI"), a Maryland nonprofit corporation, with offices at 123 N. Pitt Street, Suite 450, Alexandria, Virginia 22314 and Phoenix, Arizona Chapter ("Chapter"), a Arizona nonprofit corporation, located at Phoenix, Arizona.

WHEREAS CSI is a nonstock, nonprofit corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code, whose purposes are to advance building information management and education of project teams to improve facility performance;

WHEREAS CSI owns, uses and licenses others to use certain copyrighted works, trademarks, service marks, certification marks, trade names, and domain names throughout the United States and other countries, including CSI® (collectively, "CSI Properties"); and

WHEREAS Chapter is a legal entity in good standing exempt from federal income tax under Section 501 (c) of the Internal Revenue Code that has applied to CSI for status as a chapter of CSI and is a chartered chapter organization of CSI and an organizational member of the entity ("Region") designated by CSI to support the Chapter's activities. Chapter members are individual persons and members of CSI that designate a chapter to which they belong ("home chapter").

WHEREAS Chapter will advance the objectives of CSI in accordance with Chapter's tax-exempt purpose and CSI governing documents.

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

1. **GRANT OF CHARTER**

1.1 **Charter.** CSI, in accordance with its sole authority provided by the CSI Bylaws, hereby grants a non-exclusive, revocable charter to Chapter to be a chapter of CSI. Chapter shall be authorized to identify itself as a chapter of CSI and with authority to use such designation in connection with the activities authorized in this Agreement, subject to the terms and conditions in this Agreement.

1.2 **Territory.** Chapter is authorized to conduct activities from and within the defined geographic area specified in Attachment A ("Territory").

2. OBLIGATIONS OF CSI. CSI will:

2.1 Provide to Chapter CSI's standard policies and procedures related to Chapter governance, including sample bylaws, Chapter formation, termination or merger, and maintenance.

2.2 Grant to Chapter a limited, non-exclusive, royalty-free, non-transferable license to use the CSI Properties that CSI provides to Chapter on and in connection with Chapter's activities, in compliance with CSI's branding guidelines ("Guidelines"), and for other Chapter-proposed uses that CSI preapproves.

2.3 Provide leadership training and resources to Chapter based on availability and subject to CSI's sole discretion.

2.4 Provide the following information support to Chapter subject to CSI's current capabilities:

- A. Maintain backup copies of Chapter enabling documents.
- B. Provide contemporaneous Chapter membership roster data detailing Chapter membership.

2.5 Provide the following benefits as determined by CSI in its sole discretion:

- A. Promote the value of Chapter to broader audiences and provide supporting materials to enable membership marketing.
- B. Provide referrals to service providers (e.g., insurance, legal) for Chapter to use at its own expense.
- C. Provide platforms so Chapter can promote local events to a broader audience.
- D. Produce and maintain community platforms enabling Chapter members to communicate and collaborate.
- E. Provide to Chapter certain administrative services. Set membership dues rates and regularly update Chapter on updated dues rates. Collect Chapter membership dues and remit to Chapter portion of membership dues collected.
- F. Develop and regularly update data policies in compliance with applicable regulations and laws. Provide to Chapter each updated data policy.
- G. Develop and maintain guidelines and policies related to support of credentialing and learning, especially as it affects Chapter.
- H. Provide Chapter roster data to CSI Regions.

3. OBLIGATIONS OF CHAPTER. Chapter will:

3.1 Attest and document that the Chapter and any subsidiary or related entities (i.e., foundation) are in good standing to conduct business within their geographic border.

3.2 Provide to CSI contemporaneous copies of Chapter's Bylaws, Articles of Incorporation or business license, and IRS determination letter of tax-exempt status if applicable ("Enabling Documents").

3.3 Attest and document that the Chapter's Enabling Documents will be reviewed by independent legal counsel experienced in non-profit law prior to adoption of any amendments.

3.4 Provide Chapter's annual financial statements Statement of Activities, Balance Sheet, and Cash Flow Statement. Provide copies of Chapter's tax returns upon request.

3.5 Acknowledge that membership dues are determined and collected by CSI, and the Chapter portion remitted to the Chapter by CSI, and that no other form of membership dues may be assessed.

3.6 Annually submit to CSI a list of its Chapter Officers and Board of Directors, along with contemporaneous contact information. Provide to CSI all Chapter finance, accounting, or legal contacts upon request.

3.7 Use only the forms of CSI Properties that CSI provides to Chapter, only in compliance with the then-current Guidelines and only in connection with Chapter's services. Chapter will get CSI's written approval before Chapter: 1) alters any CSI Property or CSI-provided CSI-Chapter logo; 2) creates materials or promotions using the CSI Properties; or 3) allows any third party to use a CSI Property. This paragraph survives Agreement termination or expiration.

3.8 Acknowledge that CSI owns the CSI Properties during and after the Term and that nothing in this Agreement or Chapter's use of the CSI Properties gives Chapter any ownership rights in the CSI Properties. Chapter will immediately notify CSI when Chapter becomes aware of any third-party infringements of the CSI Properties, and will, at CSI's request and expense, assist CSI in defending the CSI Properties. Chapter's acknowledgement in this paragraph survives Agreement termination or expiration, and Chapter's notification and assistance obligations in this paragraph survive for three years after Agreement termination or expiration.

3.9 Align with CSI's mission and related policies to the extent applicable, and with CSI policies as those policies may relate to content and promotions. Chapter may promote its operations via the Internet, but may not operate in another Chapter or Region's authorized geographic area, as such has been determined by CSI, without that Chapter or Region's prior written consent.

3.10 Provide to CSI, subject to CSI's and Chapter's then-current data privacy policies, lists of potential members and potential customers ("Lists") in order to facilitate recruitment and customer service efforts. In receiving these lists, CSI acknowledges that Chapter: 1) may withhold information subject to opt-out restrictions; and 2) does not guarantee or warranty the accuracy of List information.; 3) will advise CSI that individuals on the list have opted to restrict or stop CSI's use of their information.

3.11 Secure Directors & Officers Liability Insurance and General Liability insurance at levels appropriate for Chapter's assets, operations, and activities.

3.12 Provide to CSI Chapter's banking information to send and receive electronic payments for purposes of ensuring timely payments and reconciliation. Chapter also agrees to review and update this information annually.

3.13 Each party acknowledges that all non-public information provided by one party (as a "Provider") to the other party (as a "Receiver") is considered proprietary and confidential ("Confidential Information"). Receiver must: a) maintain the confidentiality of the Confidential Information during and after the Term; b) keep all Confidential Information in a secure place; c) not use Confidential Information for any purpose other than performing the obligations under this Agreement; d) obtain Provider's prior written approval before disclosing Confidential Information to any third party; and e) return to Provider all Confidential Information, including all copies, when Provider requests or upon Agreement termination or expiration. Confidential Information does not include information that Receiver can show that Receiver knew on a non-confidential basis before it was disclosed to Receiver; is in the public domain through no breach of this Agreement or other wrongful act; was rightfully received on a non-confidential basis from a third party without breach of this Agreement; or Provider approved for release. This Section survives for five years after Agreement termination or expiration.

4. SEPARATE ENTITIES. CSI and Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other.

5. INDEMNIFICATION. Each party ("Indemnifying Party") will indemnify and defend the other party, its affiliates, directors, advisors, agents, members and employees (each an "Indemnified Party") from liability, damages and expenses (including reasonable attorneys' fees) arising out of third party claims related to the Indemnifying Party's: 1) business activities unrelated to the relationship created by this Agreement; 2) obligations under this Agreement; 3) breach of this Agreement; or 4) untrue representations and warranties in this Agreement, unless such liability, loss, damage, claim or expense is attributable to the Indemnified Party's gross negligence or willful misconduct. To receive the benefits of this paragraph, the Indemnified Party must give the Indemnifying Party prompt written notice of the applicable liability, loss, damage, claim or expense and cooperate with the Indemnifying Party as the Indemnifying Party requests.

6. TERM AND TERMINATION.

6.1 Term. This Agreement begins on the Effective Date and continues for a period five (5) years after the Effective Date ("Term") unless terminated sooner as provided below. This Agreement will automatically renew for an additional term unless either party gives ninety (90) days written notice of the intent not to renew.

6.2 Termination. Either party may terminate this Agreement a) without cause or further liability by sending to the other party 90 days' written notice; or b) sending to the other party written notice of a breach of this Agreement and if the other party fails to fully cure such breach within thirty (30) days of receiving notice of that breach from the non-breaching party, then the Agreement shall terminate following the end of the notice period under this subsection.

6.3 On Agreement expiration or termination, the relationship in this Agreement immediately ends. Each party must stop using the other party's properties and Confidential Information and return each to their owner or Provider. All Section 6 survives the Agreement's expiration or termination.

7. MISCELLANEOUS.

7.1 This Agreement constitutes the entire Agreement between CSI and Chapter with respect to the subject matter hereof. CSI and Chapter shall comply with all applicable laws, rules, and regulations in the performance of their own obligations in this Agreement.

7.2 Dispute Resolution: If a dispute arises out of or in connection with this Agreement, a party will give the other party notice of that dispute ("Dispute Notice"). If the parties are unable to resolve the dispute through amicable and confidential negotiation within 60 calendar days (or a longer period as the parties may agree) of the date of the Dispute Notice, the parties will submit the dispute to final and binding arbitration to be conducted privately and confidentially in Alexandria, Virginia, or as otherwise mutually agreed to by the parties, by a single arbitrator who is a member of the panel of former judges that makes up the Judicial Arbitrator Group ("JAG"), any successor of JAG, or, if JAG or any successor is not in existence, any entity that can provide a former judge to serve as arbitrator. The award rendered by the arbitrator will be conclusive, and judgment on the award may be entered in any court having jurisdiction. This paragraph will not prevent a party from seeking equitable, injunctive, or emergency relief from a court of competent jurisdiction to preserve the status quo or to prevent irreparable harm pending final determination of the arbitration. The prevailing party in that action will be entitled to seek recovery of its reasonable attorneys' fees, costs, and expenses in addition to any other damages.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the parties hereby grant exclusive jurisdiction to the courts thereof. This Agreement may be amended only by a writing executed by both parties. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

7.4 This Agreement shall inure to the benefit of CSI, its successors and assigns, and CSI may assign all or any portion of this Agreement and its duties hereunder upon written notice of any such assignment. Chapter may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of CSI.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

**THE CONSTRUCTION SPECIFICATIONS
INSTITUTE, INC.**

Marvin Kemp, FCSI
Chair, CSI Board of Directors
123 N. Pitt Street, Suite 450
Alexandria, VA 22314

CHAPTER: Phoenix

Jay Harris
Jay Harris (Feb 17, 2022 10:29 MST)

NAME: Jay Harris

CHAPTER TITLE: President

CHAPTER ADDRESS:

99 E. Virginia Ave, #140

Phoenix, AZ 85004

ATTACHMENT A

The following zip codes comprise the geographic area and related boundaries of Chapter's Territory:

85003	85050	85257	85331	85375	85934	86043	86404
85004	85051	85258	85332	85377	85935	86044	86406
85006	85053	85259	85333	85379	85936	86045	86411
85007	85054	85260	85334	85381	85937	86046	86434
85008	85083	85262	85335	85382	85938	86047	86435
85009	85085	85263	85336	85383	85939	86052	86437
85012	85086	85264	85337	85387	85940	86053	86438
85013	85087	85266	85338	85388	85941	86054	86502
85014	85135	85268	85340	85390	85942	86301	86503
85015	85201	85281	85342	85392	86001	86303	86504
85016	85202	85282	85343	85395	86003	86305	86505
85017	85203	85283	85344	85396	86004	86313	86506
85018	85204	85284	85345	85501	86011	86314	86507
85019	85205	85286	85346	85539	86015	86315	86508
85020	85206	85295	85347	85541	86016	86320	86510
85021	85207	85296	85348	85544	86017	86321	86511
85022	85208	85297	85349	85545	86018	86322	86512
85023	85209	85298	85350	85550	86020	86323	86514
85024	85210	85301	85351	85553	86022	86324	86520
85027	85212	85302	85352	85554	86023	86325	86535
85028	85213	85303	85353	85901	86024	86326	86538
85029	85215	85304	85354	85911	86025	86327	86540
85031	85224	85305	85355	85912	86028	86329	86544
85032	85225	85306	85356	85920	86029	86331	86545
85033	85226	85307	85357	85923	86030	86332	86547
85034	85233	85308	85360	85924	86031	86333	86556
85035	85234	85309	85361	85925	86032	86334	
85037	85248	85310	85362	85926	86033	86335	
85040	85249	85320	85363	85927	86034	86336	
85041	85250	85322	85364	85928	86035	86337	
85042	85251	85323	85365	85929	86036	86338	
85043	85253	85324	85367	85930	86038	86343	
85044	85254	85325	85371	85931	86039	86351	
85045	85255	85326	85373	85932	86040	86401	
85048	85256	85328	85374	85933	86042	86403	