

Chapter Affiliation Agreement

Engineers Without Borders Canada - (University Name / City) Lakehead
(Professional) Chapter

Updated: 29 April 2022

This Chapter Affiliation Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”), between Engineers Without Borders Canada (“**EWB**”), a registered charitable organization, and the Engineers Without Borders Lakehead (university name) Chapter (“**Chapter**”).

BACKGROUND

- A. EWB is a Canadian not-for-profit organization operating nationally and in Sub-Saharan Africa with a mission to identify and address root-causes of poverty and inequality. A core pillar of EWB’s work in Canada brings together students and professionals to grow their knowledge and invest their leadership capacities to build a thriving and sustainable world.
- B. A network of independent, volunteer-run groups -- known commonly as EWB Chapters -- have formed to support EWB’s aims in various cities and university campuses across Canada. An active EWB Chapter is defined as an entity that comprises **a minimum of 5 members** who all commit to furthering EWB’s mission to address global and local poverty and inequality through a variety of activities.
- C. Chapter wishes to engage in activities that further the purposes of EWB and, to that end, affiliate with EWB as a chapter. EWB is willing to grant the Chapter the right to be affiliated with EWB on the terms and conditions described in this Agreement and, together with Chapter, intends this Agreement to terminate and replace any and all prior affiliation agreements between Chapter and EWB.
- D. **The spirit of this agreement stems from a mutual desire between Chapters and EWB to cooperate and mutually work towards our collective mission**, and was born from a call from Chapters to seek more clarity on their identity, obligations, and entitlements dating back as early as 2003. **The aim is not to stifle or limit Chapters in their creativity and capacity, but to strive to the highest standards of compliance and understanding of EWB’s operations as a registered**

not-for-profit in order to help each Chapter succeed in maximizing our Community's impact as a collective.

EWB AND CHAPTER AGREE AS FOLLOWS:

1. Terms of Affiliation

- a. **Grant of Affiliation.** EWB hereby grants to Chapter and Chapter accepts the non-exclusive, non-transferable right to be affiliated with EWB and to be known as the EWB Lakeland (university name) Chapter for as long as this Agreement remains in effect.
- b. **Initial Term and Renewal.** This Agreement shall commence on the Effective Date and will be automatically renewed unless terminated earlier as provided in Section 8 below. EWB and Chapter shall review and sign this Agreement at the time of onboarding new Chapter Presidents to confirm their mutual understanding of its terms. It is the responsibility of the Chapter President to onboard other members of their leadership on to the Agreement.
- c. **Changes to Agreement.** From time to time, EWB at its sole discretion may propose changes to this Agreement for the purposes of strengthening the Agreement and for providing additional clarity on EWB and Chapter obligations. EWB will provide Chapter with a written notice **no less than thirty days prior** to any such changes being implemented, and any such changes shall not take effect without the agreement of both parties.
- d. **Termination of Prior Agreement(s).** This Agreement terminates and replaces any and all Prior Agreements and Memorandums of Understanding related to the establishment and recognition of the Chapter.

2. Intellectual Property

- a. **Use of Trademarks.** In accordance with EWB's grant of affiliation to Chapter, and subject to Chapter remaining in good standing with EWB, Chapter is hereby granted a limited, revocable, non-transferable, non-exclusive license to use the EWB trademarks as presented in Appendix A for the limited and noncommercial purposes of (i) identifying itself as an EWB chapter, and (ii) identifying itself as affiliated with and dedicated to support EWB's mission, projects and culture. All such uses shall be in a manner that is

consistent. Permitted uses may include, but are not limited to, website and social media identification communications and outreach materials, and non-commercial promotional products.

- b. **Limitation on Use of Project Marks.** Any Chapter website or social media page, or item displaying an EWB trademark must also prominently display an appropriate and authorized Chapter mark (logo) and / or the Chapter name as described in the “Chapter Naming Conventions” section of Appendix A.

3. Chapter Composition

Note that individual Chapter models will vary from Chapter to Chapter per their needs, but the information listed below lists key minimum roles in order to set every Chapter up to succeed as an active and sustainable entity.

- a. An Active Chapter shall, **at all times**, be comprised of **a minimum of 5 members** who collectively shall fulfill the following roles (or their equivalent):
 - i. Chapter President
 - ii. Treasurer or Finance Executive
 - iii. Communications Executive responsible for external communications (e.g. VP-External; Communications Exec., etc.)
 - iv. Fundraising Executive
 - v. Distributed Team Representative

With the exception of Chapter President and Treasurer, an individual may hold more than one role.

- b. Any Chapter with less than the minimum of 5 members shall be considered a Developing Chapter or Network. Developing Chapters and Networks must also complete steps outlined in the [Chapter Development Pipeline](#) to receive Active Chapter status.
- c. Chapter may appoint, at its discretion, other leaders within the Chapter which it deems necessary for the purpose of running its internal and external operations.

4. Chapter Obligations - Membership and Governance

- a. **Constitution, Terms of Reference, Bylaws, or Incorporation Documents.** Chapter shall provide, at the time of signing this Agreement, a copy of its constitution, bylaws, terms of reference and / or incorporation documents.

- b. **Chapter Membership.** EWB is a member organization. All members of Chapter must be registered members in good standing of EWB. The terms and conditions of membership in EWB are determined exclusively by EWB as defined in [EWB's by-laws](#), but Chapter may create supplemental requirements for membership within the Chapter if such requirements are consistent with the requirements of membership in EWB. Chapter agrees to ensure its members are registered through EWB's [Membership Portal](#) and to encourage the use of national communications channels (such as EWB's Discord).
- c. **Chapter Elections.** Chapter is encouraged to allow members to participate in the election of their Chapter leadership, including but not limited to the role of Chapter President. Chapter may, at its discretion, [select the process](#) for nominating a President-elect. For university chapters, this process must be held on an annual basis, with new Presidents being determined **no later than April 15 each year**. Professional Chapters may determine the tenure of their executive per the needs of their Chapter.

5. Chapter Obligations - Activities

- a. **Nature of Activities.** Chapter shall be free to plan, develop, implement, and publicize its activities as it sees fit, subject to the general principle that Chapter programs and activities should further the mission, objectives and cultures of EWB. Such activities may include, but are not limited to:
 - i. Organizing Chapter-based projects, campaigns, events and activities.
 - ii. Participating in EWB-organized projects, campaigns, events and activities.
 - iii. Promoting EWB's International, National and Chapter projects, campaigns, events, activities and values through such vehicles as Chapter may determine.
 - iv. Entering into non-commercial partnerships with organizations to plan and execute events that engage its members whilst furthering the mission and vision of EWB.
 - v. Engaging in public relations and outreach activities on Chapter's own, but not EWB's behalf.
- b. **Conduct.** Chapter shall ensure that its members act in accordance with EWB's Code of Conduct and all [Chapter-related policies](#), procedures, handbooks, manuals, or other written guidance that may be promulgated by EWB from time to time, including but not limited to policies made available to registered members at [members.ewb.ca](#). Chapter shall not engage in any activity which might negatively affect the work or image of EWB, its partners, and its affiliates.

- c. **General Responsibility.** Chapter acknowledges that it has sole responsibility for the planning, management, and carrying out of Chapter's programs and operations, including but not limited to payment of all expenses that it may incur in such operations.
- d. **Impact Reporting** - Reporting on all the activities carried out by Chapters in line with EWB Mission and Vision.

6. Chapter Obligations - Finance and Fundraising

- a. **Financial Recordkeeping and Reporting.** Chapter shall maintain its own bank account. Chapter shall assume the responsibility of maintaining the account in good standing, ensuring timely payment of all bank charges, guaranteeing no overdrafts, and ensuring that the use of funds in the bank account complies with the highest standards of transparency, accountability and financial prudence. Chapter **shall submit** to EWB its financial (bank) statements **every month** or **at the earliest interval that they may be available from their affiliated institutions' finance departments**, and must keep all receipts, invoices and quotes in their records in the event of an audit.
- b. **Fund Development.** Chapter acknowledges that any and all funds raised by the Chapters under an EWB Mark, Chapter Mark, or Project Mark, including but not limited to faculty endowment funds, student union allocations, etc., are **raised for the sole purposes of** conducting activities that are in compliance with EWB's mission and this Agreement. Chapter understands that funds raised using EWB's charitable status cannot be used to finance other charitable organizations.
- c. **Use of Charitable Status.** Chapter may use upon seeking EWB's consent, EWB's charity registration number for fund development purposes or to access charitable discounts on technology solutions where they are offered. Chapter agrees that EWB may require Chapter to build into their grants a maximum administrative fee of up to 15% of project costs if the grant is administered through EWB's bank account. This fee covers bookkeeping, auditing and other overhead expenses related to the administration of the grant and is a standard inclusion across the industry in funding grant applications.
- d. **Issuance of Tax-Exempt Receipts.** Chapter acknowledges that it is **not** authorized to issue tax receipts to its donors. Under Canada Revenue Agency's guidelines, EWB is only able to issue tax receipts for donations where,
 - i. annual contributions from donors total a minimum of \$20;

- ii. the donation is registered in EWB's national bank account with the donor having sent funds directly to EWB (via e-transfer, cash or cheque) or through the Chapter with their express consent;
- iii. donor information (including their name, email address, telephone number, address and purpose of donation) is provided to EWB. This information is necessary to issue CRA-compliant receipts and ensure timely follow-up.

Funds received by EWB by Chapter's donors will be transferred back to the Chapter Bank Account, but are subject to a 5% administration fee to cover donation processing, book-keeping and auditing costs.

- e. **Compliance with Law.** As an affiliated party of EWB, Chapter must, at all times, act in compliance with the regulations set by the Canada Revenue Agency, and where applicable, Revenue Quebec.

7. EWB Obligations

- a. **Impact.** EWB commits to providing direction to develop and implement goals and projects within the broader EWB framework and mission. Through the Impact Framework, Distributed Team resources, and monthly impact reports, EWB provides opportunities to scale Chapter's impact and to troubleshoot existing barriers to impact.
- b. **Education and Leadership.** EWB commits to providing resources, opportunities, and spaces for Chapter and members to grow, plan, lead, and learn within the mission to eliminate the root causes of poverty & inequality. In addition to operational resources, EWB provides coaching and peer coaching opportunities for Chapter Presidents to lead and exchange best practices.
- c. **Operational Infrastructure.** EWB commits to providing Chapter with access to existing virtual engagement mechanisms available to EWB including but not limited to Chapter email accounts, cloud storage, virtual convening platforms, marketing platforms for the promotion of Chapter activities, peer to peer fundraising platforms, etc. EWB also commits to continue maintaining engagement with ecosystem partners such as university or faculty administration and corporate entities for the purposes of supporting Chapter sustainability.
- d. **Operational Administration.** EWB commits to providing operational support to establish Chapter and new Chapters, and ensuring Chapter financial recordkeeping and national fundraising is in line with CRA regulations. Additionally, EWB commits to cultivating and

maintaining an online membership database for Chapter through the use of its online portal.

- e. **Engagement & Opportunities.** EWB commits to fostering and providing spaces to Chapter that support engagement, member retention, and growth of membership. In addition to online spaces, EWB provides comprehensive in-person and blended spaces to Chapter, including but not limited to: Run to End Poverty, Fellowships, Advocacy campaigns, xChange National Conference, and Day on the Hill.
- f. **Governance.** EWB shall promptly advise Chapter of any changes in EWB's nonprofit status or bylaws.
- g. **Communication.** EWB shall include Chapter in any communications targeted to EWB's chapters generally and shall make its representatives reasonably available to Chapter.
- h. **Responsibility.** EWB shall support the activities of its chapters, including Chapter, in such manner and with such resources as it may determine in its sole discretion. EWB's duty of care to its Chapter members is identified in individual policies accessible [here](#). EWB encourages Chapter to leverage local university health, safety and wellness resources where possible.
- i. **Relevance of Agreement.** EWB commits to working with the chapters on an annual basis, through Presidents' exit interviews, 1:1 and other mechanisms, to consult on the terms of this agreement and ensure their relevance remains pertinent to contemporary contexts .

8. Ending of Agreement

EWB strongly believes in the value of employing a positive, curative process when addressing any Chapter and personnel grievance, and strives to work together with the Chapter leadership to address any issues in order to avoid termination of this Agreement. The following paragraphs provide clarity for the unfortunate event where, as an absolute last resort, a termination of this Agreement may be necessary:

- a. **Termination.** This Agreement shall remain in full force and effect until the expiration of the current term unless terminated under any of the other provisions of this Section.
- b. **Agreement Signatory or Chapter Leadership Resignation.** Where an Agreement signatory, Chapter leader, or a group of Agreement signatories and / or Chapter leaders wish to resign from their roles, EWB will support Chapter to recruit or transfer the role to another individual or group of individuals. In the event that there are no Chapter

members who wish to continue the work of the Chapter, EWB may terminate this Agreement.

- c. **Chapter Dormancy.** If Chapter exhibits dormancy or ceases to engage in its operations for a consecutive period of **6 months**, EWB may immediately recruit or transfer new leadership to rebuild the Chapter, or terminate this Agreement.
- d. **Breach of Agreement by Agreement Signatory or Chapter Leader.** If a signatory to this Agreement or Chapter leader breaches any of her / his / their duties and obligations as stated in this Agreement, EWB may provide her / him / them with a notice of the breach to encourage a cure. In the event that a resolution is not reached, EWB reserves the right to engage Chapter membership to recruit or transfer the role to another individual or group of individuals.
- e. **Breach of Agreement by Chapter or EWB.** If either Chapter or EWB breaches its duties and obligations as stated in this Agreement, they may provide the other party with a written notice of the breach to encourage a cure. In the event that a resolution cannot be reached, each party may initiate a termination process. All parties commit to making best efforts to determine a mutually acceptable cure to any such breach.
- f. **Breach of Policies.** If EWB or Chapter violate the EWB Code of Conduct and any other mutually agreed upon Policies of EWB, the other party may provide the breaching party with written notice of the violation. Each party commits to making best efforts to determine a mutually acceptable cure to any such breach. If the violation of policy is such that it cannot be acceptably cured, the notifying party may terminate this Agreement upon written notice, with the effective date of termination stated in the notice.
- g. **Effect of End of Agreement.** Upon termination or expiration of this Agreement, the rights of Chapter granted under this Agreement shall immediately, automatically, and without consideration terminate and revert to EWB. Chapter shall no longer identify itself as an affiliate of EWB. Chapter shall immediately discontinue using EWB, Chapter and Project trademarks. Chapter shall return to EWB any and all property belonging to or associated with EWB, including but not limited to social media passwords, bank cards and online banking passwords, as well as funds raised while affiliated with EWB or to further EWB's mission in compliance with federal and provincial regulations and in order to ensure maximum accountability towards granting bodies and donors of Chapter and EWB. Chapter and EWB shall work together to inform external granting bodies who have donated the Chapter, such as foundation, corporations, student unions, etc. of the


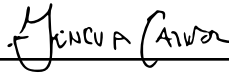
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termination of affiliation, and it is agreed that funds raised through grants from these avenues must be done with explicit consent from the granting body, whereas funds raised through general or public fundraising activities where a donor is unknown will be transferred to EWB to ensure compliance with the CRA's direction and control measures.

In Witness Whereof, EWB and Chapter have executed this Agreement as of the date first written above.

For Engineers Without Borders Canada,

Signature:		Signature:	
Name:	Justin Murgai	Name:	Geneva Calder
Title:	Global Community Director	Title:	Canada Program Manager
Date:	13th July 2022	Date:	13th July 2022

For Engineers Without Borders Lakehead (university name) Chapter,

Signature:		Signature:	
Name:	Annang Ibrahim	Name:	Dewan Mahian Gazi
Title:	Co-President	Title:	Co-president
Date:	13th July 2022	Date:	13th July 2022

Signature:

Signature:

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60 Atlantic Avenue, Suite 200
Toronto, ON
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engineers without borders
ingénieurs sans frontières
Canada

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Name:

Title:

Date:

Appendix A: Authorized EWB and Chapter Trademarks

As affiliates of EWB, Chapter may use the following trademarks in accordance with and for the purposes identified in Section 2a. of the Chapter Affiliation Agreement.

Chapter Naming Conventions:

Professional Chapters:	
Engineers Without Borders [CITY / REGION NAME] Professional Chapter or, EWB [CITY NAME] Professional Chapter	Ingénieurs sans frontières section de [NOM DE VILLE / RÉGION] ou, ISF section de [NOM DE VILLE / RÉGION]
<i>e.g. EWB Edmonton Professional Chapter</i>	<i>p.ex. ISF section de ville de Montréal</i>
Post-Secondary Institution Chapters:	
Engineers Without Borders [INSTITUTION NAME] Chapter or, EWB [INSTITUTION NAME] Chapter	Ingénieurs sans frontières section de [NOM D'INSTITUTION] ou, ISF section de [NOM DE VILLE]
<i>e.g. EWB British Columbia Institute of Technology Chapter</i>	<i>p.ex. ISF section de l'Université Laval</i>

Chapter Logos:

Chapters may use EWB's organization logos (see below; left) or locally-produced variations that integrate the EWB lightbulb motif (see below; right) to represent their Chapters.

EWB Canada
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Organization Logos:

