

## SHRM Affiliate Charter

### NHRMA

This Charter confirms that the Society for Human Resource Management (“SHRM”) has conferred affiliate status upon the Northwest Human Resource Management Association (“NHRMA”). This status has been granted with the understanding that NHRMA will continue to support SHRM’s mission, the goal of maintaining 100% SHRM chapters in WA, OR and AK, provide services for the professional development of the HR professional in those states through the established SHRM state affiliates and conduct activities in the advancement of the HR profession. It is offered with the concurrence of the above-referenced SHRM State Councils.

For the duration of this charter, the terms and conditions of the affiliate relationship between SHRM and the association include the following:

1. Name of Association- The name of the association is “Northwest Human Resources Management Association” herein referred to as “NHRMA”.

2. Purposes - This Charter and the relationship evidenced hereby is for the mutual benefit of NHRMA and SHRM, the AK, OR and WA SHRM State Councils and the SHRM members in those states. The purposes of NHRMA must be in furtherance of the purposes of SHRM, and consistent with the SHRM bylaws as the same may be amended from time to time, and with the affiliate’s governing instruments which have been approved by SHRM. This charter is intended to provide protection and guidance regarding each party’s rights and responsibilities.

3. Separate Legal Existence of NHRMA/Tax Exempt Status/Autonomy – NHRMA is a separate legal entity from SHRM, and neither NHRMA nor its officers, agents or employees may hold themselves out as an agent of SHRM. NHRMA is not an agency or instrumentality of SHRM; nor is SHRM an agent or instrumentality of NHRMA. NHRMA shall not contract in the name of SHRM, or incur any financial or other obligations on behalf of SHRM, without the express written consent of the SHRM President/CEO or the SHRM Chair of the Board. NHRMA may hold itself out to the public as an “affiliate” of SHRM; but may not hold itself out as SHRM. NHRMA shall be exempt from Federal and State income tax as evidenced by a letter of determination from the Internal Revenue Service and any required approval letter from state tax authority. NHRMA shall have autonomy with regard to all phases of its operation, subject to its governing instruments.

4. Separate NHRMA Financials and Information and Tax Returns – NHRMA’s financials are separate from those of SHRM; and NHRMA is responsible for obtaining its own tax exemption and filing its own information and tax returns as required by applicable law.

5. Governing Instruments of NHRMA – NHRMA agrees that the governing instruments of the affiliate (bylaws and/or articles of incorporation) will in no way conflict with the SHRM Bylaws. During the period of the charter affiliation, NHRMA further agrees to provide advanced notice of and produce copies of any and all Amendments to such governing instruments and ensure that such amendments are not in conflict with the current SHRM Bylaws or State Council guidelines. Such governing documents shall not be in effect until approved by the Society President/CEO or his/her designee.

6. Reporting By NHRMA - NHRMA shall report to the SHRM President/CEO or his/her designee on an annual basis as to the financial results and general activities of the affiliate.

7. License of Right to Use SHRM Name, Acronym, and Logo – SHRM is the exclusive owner of the “Society for Human Resource Management” name, the acronym “SHRM,” and the SHRM logo (hereafter, the “SHRM logo”) currently at Graphics Manual , as registered at the United States Patent and Trademark Office under registration Nos. 2264940, 1668891, and 3643930 respectively (hereafter, the “SHRM Marks”). For as long as it remains an affiliate of SHRM, the affiliate shall have the non-exclusive right, by this license from SHRM, to use the SHRM Marks to indicate that it is an affiliate of SHRM, said use to be strictly in accordance with the Graphic Standards and Use Requirements which SHRM may publish and provide to the affiliate from time to time (hereafter the “SHRM Graphic Standards and Use Requirements” which are incorporated as part of this license). Such requirements are currently at [www.shrm.org/graphicsguide](http://www.shrm.org/graphicsguide). Any use of the “Society for Human Resource Management” name or the “SHRM” acronym by NHRMA must be in conjunction with the affiliate name, and may not be a stand-alone use independent of the affiliate name. Any use of the SHRM Logo must be with the “Affiliate of” term as indicated in the SHRM Graphic Standards and Use Requirements. In addition, for as long as it remains an affiliate of SHRM, NHRMA shall have the non-exclusive right, by this license from SHRM, to use those other SHRM trademarks (in addition to the SHRM Marks) which the SHRM Graphic Standards and Use Requirements expressly authorize affiliates to use (the “Additional SHRM Marks”); and such use must be strictly in accordance with those SHRM Graphic Standards and Use Requirements. (Hereafter the SHRM Marks and the Additional SHRM Marks may be referred to collectively as the

“Licensed Marks.”). With respect to each of the Licensed Marks, NHRMA’s license to so use such mark expires upon the earlier of the termination of NHRMA’s status as an affiliate of SHRM, or the expiration of the federal registration for the respective Licensed Mark. NHRMA has no right to sublicense or otherwise assign any portion of this license to use the Licensed Marks. NHRMA shall not use the Licensed Marks in any manner that is inconsistent with the purposes of SHRM or in any manner which would damage the reputation of SHRM, or adversely affect the validity of SHRM’s rights in the Licensed Marks. NHRMA shall not use any of the Licensed Marks to indicate or imply endorsement or sponsorship by SHRM without the express written consent of SHRM. All actions taken by the affiliate in connection with the Licensed Marks, and all products, programs, and other services offered by the affiliate under the Licensed Marks, must be consistent with the purposes of SHRM and in compliance with the SHRM Bylaws, as amended from time to time. SHRM has the right, at all reasonable times, upon reasonable advance notice, to request copies of or inspect the materials upon which the Licensed Marks are used in order that SHRM may satisfy itself that such uses of the Licensed Marks meet the standards, specifications and instructions previously approved by SHRM as set forth in the Graphic Standards and Use Requirements guide.

8. Membership List – SHRM is the owner of the list of names, mailing addresses, e-mail addresses, and phone numbers of those individuals who are members of SHRM. With respect to those SHRM members who are also members of SHRM chapters within NHRMA’s service area states of WA, OR and AK (hereafter the “SHRM Chapter Joint Members”) SHRM owns such membership list jointly with the SHRM chapter in which the member belongs. With respect to those SHRM members residing and/or working in the NHRMA service area who are not members of a SHRM chapter (hereafter the “SHRM At-Large Members”) SHRM is the exclusive owner of such membership list. Within the usage parameters set for affiliated entities, NHRMA has the non-exclusive right by this license from SHRM to promote SHRM-approved professional programs to the list of names and mailing addresses of the SHRM At-Large Members, and may not, absent written consent of SHRM, use such list for the purpose of licensing any portion of it to any third parties or offering or advertising the products or services of any third parties to SHRM Chapter At-Large Members. Within the usage parameters set for affiliated entities, NHRMA has the non-exclusive right by this license from SHRM to promote SHRM-approved professional programs to the lists of names and mailing addresses of the SHRM Joint Members and may not, absent written consent of SHRM, use such list for the purpose of licensing any portion of it to any third parties or offering or advertising the products or services of any third parties to SHRM Chapter Joint

Members. SHRM retains the right to adjust promotion policies for affiliates at any time. One condition of SHRM approval of a NHRMA professional program shall be approval of such program by the WA, OR or AK SHRM State Council.

9. Financial Incentive Programs for Affiliate – The affiliate shall not be eligible for direct financial incentive payments made by SHRM to State Councils and Chapters.

10. Chapter Membership Requirements – NHRMA will continue to support the maintenance of 100% SHRM chapters in the states of WA, OR and AK and other membership requirements that are established in the SHRM bylaws, as amended from time to time.

11. Field Support of NHRMA Activities – During the term of this agreement, SHRM will provide the following field support:

- a. SHRM Field Services Director(s) for the participating states will serve on the NHRMA Board in a non-voting capacity participating in NHRMA Board meetings and providing strategic input and operational guidance.
- b. As available, staff will provide speaker support at the NHRMA leadership training session, provide a SHRM booth at the NHRMA Annual Conference (for which NHRMA shall waive its both rental fee) and provide membership collateral for use by NHRMA.
- c. Registration and room benefits at the SHRM Volunteer Leader Summit and the PW Region/Western Division in-person meetings for the President or President-Elect of NHRMA will be provided under the 100% volunteer guidelines.
- d. To assist in communication, the SHRM conference line may be used for full Board meetings with the understanding that SHRM staff be present as available and that time will be given for a SHRM update from Field staff.
- e. For NHRMA educations programs “in cooperation” with the AK, OR, and WA State Councils, SHRM statewide e-blasts will be allowed under the current e-blast guidelines for states and with prior approval, state mailing labels will be generated for mail house purposes. In addition, one e-blast per quarter (subject to current e-blast guidelines) for NHRMA non-educational purposed that will not be “charged” to the participating State Councils. The tri-state Annual Conference will be listed on the SHRM website under each state with prior annual approval of the State Council Director.

- f. SHRM will acknowledge NHRMA's contributions to the SHRM Foundation in listings at events such as the Volunteer Leader Summit and in lists submitted to the SHRM Foundation for publication. The SHRM Foundation has the final approval of all published lists.
- g. To facilitate sharing information of interest to SHRM affiliates, NHRMA Board members will be included in general volunteer communications.

12. NHRMA Support of SHRM Activities – During the term of this agreement, NHRMA shall promote SHRM programs and services in similar ways to other affiliates. This will include but not be limited to:

- a. Website links to SHRM membership, SHRM conferences and major seminars and SHRM products.
- b. Ensure that the NHRMA conference other major educational events (including co-sponsored programs) with greater than 200 attendees do not take place “around” the SHRM Annual Conference & Exposition. *e.g. Black-out period examples: 6/1-30/2015, 6/1-30/2016*
- c. Provide prime booth space and a minimum of 15 minutes podium time to SHRM staff at NHRMA's annual conference.
- d. Make an annual monetary contribution from NHRMA's funds to the SHRM Foundation.
- e. Register as a SHRM Preferred Provider for the SHRM-CP and SHRM-SCP certification (at no cost or whatever conditions are requested of SHRM state councils and chapters) and submit professional development offerings for SHRM certification professional development credits.

13. Withdrawal of a Participating State Council – The State Councils of WA, OR and AK may withdraw their affiliation with NHRMA for any reason. In such event, the rights and services granted NHRMA, under this Agreement would cease in that state.

14. Term of Charter – This charter and related agreements are effective through December 31, 2018.

15. Withdrawal of SHRM Affiliate Status – SHRM may withdraw NHRMA's status as an affiliate of SHRM, and terminate the Charter, for the reasons of noncompliance with the agreements

of the charter, the SHRM Bylaws as amended from time to time, and without limitation the request of NHRMA.

Conferred by Society for Human Resource Management

By: Tina Coburn

Title: VICE PRESIDENT OF MEMBERSHIP

Date: 10-14-15

By signing this Charter, Northwest Human Resource Management Association acknowledges the terms hereof.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_