



SSWLHC-CHAPTER LICENSE AGREEMENT
July 1, 2018-June 30, 2019

The Society for Social Work Leadership in Health Care (“SSWLHC”) and _____ (“the Chapter”) agree as follows:

1.00 LICENSE

SSWLHC grants to the Chapter a license to utilize the name, “Society for Social Work Leadership in Health Care”; the acronym, “SSWLHC”; and the SSWLHC logo in conjunction with the name of the Chapter. The Chapter’s name shall always indicate that it is a Chapter of SSWLHC.

2.00 BENEFITS OF LICENSING AGREEMENT

The Chapter shall be eligible to take advantage of, or participate in, benefits, programs, and other offerings SSWLHC may provide to Chapters generally from time to time, such as:

- (i) Maintain use of SSWLHC name, logo and trademark
- (ii) Group filing for tax exemption
- (iii) Liability insurance coverage at a reduced rate
- (iv) National exposure via the SSWLHC Website
- (v) Chapter leaders’ workshop during annual conference
- (vi) Quarterly chapter leader conference calls/networking opportunities
- (vii) Would not require that members to be national members thus allowing for chapters to manage cost of annual dues

3.00 OBLIGATIONS OF LICENSING AGREEMENT

The Chapter shall:

- (i) Adopt and conform its operations to Chapter Bylaws as approved by SSWLHC
- (ii) Participate in and be covered by SSWLHC’s group tax exemption for Chapters
- (iii) Be responsible for following all federal and state laws regarding tax-exempt status and filings, incorporation, non-profit status, liability insurance coverage
- (iv) Verification of non-profit status and incorporation (if incorporation is required in that state)
- (v) Must meet mission, vision, and value statement of national
- (vi) May not alter logo or other branded SSWLHC materials without express written consent of the SSWLHC Board
- (vii) Be governed by a Board of Directors elected by the general membership
- (viii) Pay an **annual** fee of \$200. Benefits include the following:
 - allows for the use of the SSWLHC logo/name/branding
 - General liability coverage for the Chapter
 - Use of the Chapter section on the SSWLHC website and the listing of the Chapter in the membership database so that new members can be made aware of a Chapter in their area/region
 - Participate in annual Chapter Presidents meeting

- Participate in quarterly Chapter Presidents' calls
- (ix) All information on the SSWLHC Member's Only section is for the use of SSWLHC members and their employers only. Information contained in this section is not to be shared with any person who is not an active SSWLHC member, or with any other organization, without the written consent of the SSWLHC Board of Directors.

4.00 MEMBERSHIP REQUIREMENTS

While there are no requirements for chapter members to be a member of National, there is a requirement that the Chapter President be a member of national. Chapter Presidents are also highly encouraged to attend the Annual Conference.

5.00 TERM AND TERMINATION

This Agreement shall be renewed annually by July 1, at the start of the fiscal year, until terminated by either party on sixty (60) days' notice. SSWLHC may terminate this Agreement upon the Chapter becoming insolvent, bankrupt, or unable to pay its debts and other obligations as they become due; the Chapter ceasing substantial activity; or the Chapter committing a material breach of this Agreement. In the event of termination, the license to utilize the SSWLHC name, acronym, and logo shall cease.

6.00 RELATIONSHIP

The Chapter and SSWLHC are independent entities and nothing in this Agreement shall be construed to establish a partnership, joint venture, agency or similar relationship between them. Neither party is an agent of the other and shall not hold itself out as such.

7.00 ASSIGNMENT AND SUBLICENSING

This Agreement, including the license herein granted, is personal to the Chapter and non-assignable by the Chapter, and the Chapter shall not assign, transfer, sublicense, convey, pledge or encumber this Agreement or any substantial right or interest hereunder and any such prohibited act shall be invalid and void, and should the Chapter attempt to assign, transfer, sublicense, convey, pledge or encumber this Agreement as a whole or any substantial right or interest hereunder at SSWLHC's option, SSWLHC may invalidate and immediately terminate this Agreement.

8.00 MISCELLANEOUS

8.01 This Agreement may be amended only by further written agreement of SSWLHC and the Chapter.

8.02 This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and/or contemporaneous agreements, arrangements, negotiations and/or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SSWLHC

CHAPTER

By _____

By _____

Title _____

Title _____

Date _____

Date _____