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**NAPHN Chapter Leader Agreement**

This agreement (this “**Agreement**”), dated as of the last date signed below (the “**Effective Date**”), establishes each of those listed on Schedule 1 hereto (the “**Chapter Leaders**”) as a Chapter Leader of the chapter called [**NAME OF CHAPTER**] (the “**Chapter**”) and outlines the understanding between each Chapter Leader and the North American Passive House Network (“**NAPHN**”) as the basis of cooperation for the operation of the Chapter.

**Preamble:**

NAPHN is a respected, effective and internationally recognized organization, working in partnership with leading stakeholders across all building sectors such as governments, professional associations, manufacturers, owners, builders, labor organizations, and educational institutions. NAPHN is driving the adoption of practices that enable Passive House levels of performance to be commonplace everywhere.

NAPHN works with its chapters, including the Chapter, by assisting in organizational needs, inter-chapter connections and by providing local chapters a national and international voice. In return, Chapter Leaders provide local representation for NAPHN and serve as ambassadors of the international Passive House Standard in their region. Chapters can leverage the combined effort of a multitude and effect the dramatic changes needed locally, nationally and internationally, across the industrial landscape.

**Local Passive House Chapter Leaders are the cornerstone of the chapters and all local efforts. Therefore, this Agreement is formed between NAPHN and the Chapter Leaders listed on Schedule 1 to operate the Chapter.**

**Definitions:**

1. **NAPHNHQ** is the NAPHN governing Board of Directors and NAPHN staff specifically authorized by the Board of Directors to exercise appropriate operational authority.
2. **The Chapter** is a local presence of NAPHN and operates entirely within the legal governance and operations of NAPHN and NAPHNHQ. The Chapter is not a separate legal entity.
3. **The Leadership Committee** organizes the efforts of the Chapter locally and is comprised of Chapter Leaders.
4. **Chapter Leaders** are local NAPHN members tasked with managing local affairs of the Chapter by executing this Agreement. All Chapter Leaders must be approved in writing by NAPHNHQ before taking such position with the Chapter, such approval to not be unreasonably withheld or delayed.

**The NAPHN’s obligations to Chapter Leaders, operating as part of the Leadership Committee, in support of the Chapter activities:**

1. NAPHN will recognize the Chapter Leaders’ authority to locally manage the affairs of the Chapter and represent the interests of the Chapter to NAPHNHQ.
2. NAPHN will recognize territorial definition of the Chapter in mutual agreement. (As of the Effective Date, recognized as [**NAME OF GEOGRAPHIC AREA**].)
3. NAPHN will organize NAPHN Membership information within the territory for ease of use by the Leadership Committee.
4. NAPHN will provide administrative support as mutually agreed necessary, including but not limited to: accounting, banking, taxes, insurance, member services, etc.
5. NAPHN will provide the Chapter a clear accounting of Chapter funds. Income and expenses for an individual Chapter will be tracked separately by NAPHNHQ, and NAPHNHQ will issue regular (at minimum, quarterly) unaudited financial statements to the Chapter showing Chapter balances, accounts receivable/payable and P/L.
6. A Chapter shall not be authorized to spend more than $2,500 at any one time nor more than $10,000, in the aggregate, without the prior written consent of NAPHNHQ, which shall be given or denied, as applicable, promptly.
7. NAPHN will provide Chapter Leaders marketing support as mutually agreed, including but not limited to website, brochures, presentations, publicity, newsletters, etc.
8. NAPHN will provide advocacy support as mutually agreed.
9. NAPHN will provide financial support per income sharing as mutually agreed.
10. NAPHN will provide training support - for trainings as mutually agreed.
11. NAPHN will provide logistical support for predetermined events as mutually agreed.
12. NAPHN will provide coordination of resources between the Chapter and other NAPHN chapters, in support of Leadership Committee member efforts.
13. NAPHN will indemnify each Chapter Leader for any causes of action arising out of or relating to such Chapter Leader’s role as such starting with the Effective Date; provided that no Chapter Leader shall be entitled to any indemnification for any causes of action arising out of or relating to such Chapter Leader’s gross negligence, willful misconduct or fraud.

**Chapter Leader’s obligations to NAPHN:**

Chapter Leaders shall carry out the following responsibilities. Failure to act in accordance with such obligations may result in the termination of the Chapter Leaders in their positions as such as well as the dissolution of the Chapter, in each case in the sole discretion of NAPHN.

1. Chapter Leaders, by signing this Agreement, hereby agree and acknowledge that the Chapter is not a separate legal entity from NAPHN and that all activities, assets and debts of the Chapter are fully those of NAPHN.
2. Chapter Leaders, prior to signing this Agreement, will provide NAPHN with a reasonable list of all assets and liabilities they expect to be absorbed into NAPHN as the result of this Agreement. Any existing liabilities totaling more than $100 must be explicitly declared or will be exempted from any future obligation on the part of NAPHN; provided that NAPHN has the sole discretion to refuse to accept any such liability.
3. **Chapter Leaders will act as agents of NAPHN, representing NAPHN to the public and industry, adhering to mutually agreed communications protocols.**
4. **Chapter Leaders will have a fiduciary responsibility to act in an ethical manner and with prudent care, in the service of both the Chapter and NAPHN.**
5. Chapter Leaders will regularly organize directly, or cause to have organized through volunteer efforts or staffing as agreed to by NAPHNHQ, and as necessary, in coordination with NAPHN, local awareness and capacity building, including:
	1. Public introductions to Passive House (PH101, etc.)
	2. Professional Passive House trainings: Certified Passive House Designer, Certified Passive House Tradesperson and others.
	3. Local Passive House workshops, open houses, seminars, symposia, conferences or other events.
	4. Alliance building with other local like-minded organizations.
	5. Provide visibility at local events held by like-minded organizations.
	6. Advocate for local legal, code, financial and other “structural changes” identified as impediments to widespread local adoption - through education efforts.
6. Chapter Leaders, in all local activities, will follow branding guidelines as set by NAPHNHQ.
7. **Chapter Leaders, in organizing and conducting the local activities of the Chapter, will not enter into any financial obligations with another party outside the bounds of budgets previously agreed to with NAPHNHQ. Deviation from agreed budgets will require explicit prior written approval by NAPHNHQ.**

**Chapter Governance, Income Sharing and Other Items:**

1. For a description of topics see document “NAPHN Chapter Governance” at www.naphnetwork.org/about.

**Legal Validity & Termination:**

1. This Agreement is open-ended and takes effect on the Effective Date.
2. NAPHN has a right to terminate this Agreement by submitting written notice at any time, after which the Chapter Leaders shall have 30 days to respond to such notice; provided, however, that the ultimate decision to terminate this Agreement is solely that of NAPHN. This Agreement may also be terminated upon the written consent of a majority of the Chapter Leaders; provided, however, that at least 90 days’ prior written notice must be provided prior to any such termination’s effectiveness.
3. All conflicts resulting from this agreement are subject to New York State Law and the jurisdiction is New York, NY.

[Signature page follows]

**Agreement of the Parties:**

 Bronwyn Barry, Board Chair, [date]

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Signature, Name, Title, Date (NAPHN Representative)

**Schedule 1**

**Chapter Leaders**

[names of Chapter Leaders]

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