



National
Association of
Environmental
Professionals

Be Connected

NAEP Chapter Affiliation Agreement

This Agreement is between the National Association of Environmental Professionals, Inc. (NAEP) and the North Carolina Association of Environmental Professionals and outlines the responsibilities of NAEP and the Chapter in fulfilling their affiliation. Under this agreement NAEP and the Chapter will encourage and foster opportunities for the advancement of environmental professionals in the State of North Carolina.

This affiliation agreement spells out the mutual responsibilities of the affiliated Chapter (Chapter) and NAEP for developing a successful and mutually beneficial relationship by working collaboratively to foster professional development, networking, information exchange, and technology transfer between local and national environmental professionals. The affiliation agreement is structured to facilitate a reciprocal relationship whereby the NAEP and affiliated Chapters collaborate to the mutual benefit of members and prospective members. NAEP is committed to the development and progression of environmental professionals through promotion of activities of both the National organization and affiliated chapters.

In the spirit of the Affiliation, NAEP encourages each Chapter to elect or appoint an individual to serve as their Chapter Representative on the NAEP Board of Directors. In accordance with NAEP Bylaws, a Chapter Representative from an affiliated Chapter meeting the minimum number of NAEP members established in this agreement, and who maintains a NAEP membership with voting rights, is eligible to cast votes as an NAEP Director and is known herein as a Chapter Representative Director.

This agreement allows the Chapter and its legally associated local chapters (e.g., Subchapters) to claim affiliation with the NAEP. Chapter websites and publications can incorporate logos and documentation stating that the Chapter and any associated Subchapters is/are “*An Affiliate of the National Association of Environmental Professionals.*”

This agreement discusses the responsibilities of both parties in Section I, with detailed responsibilities related to affiliation, chapter structure and organization, and legal responsibilities in Sections II through IV.

The effective date of this agreement is January 1, 2024, through December 31, 2028. This agreement becomes effective upon signature of the NAEP President and the Chapter President in Section V.

I. General Responsibilities

If NAEP or the Chapter cannot fulfill its responsibilities to the other party, it shall notify the other party and develop a mutually satisfactory plan to bring it into compliance with the responsibilities outlined in this agreement.

- A. The Chapter has the responsibility to:
1. Maintain and share with NAEP Chapter articles of association or incorporation and bylaws in accordance with applicable rules and regulations.
 2. Maintain Chapter officers, including leadership positions comparable to the roles of president, vice president, secretary, and treasurer, and share officer contact information with NAEP. At least one officer shall be an NAEP Voting Member, as defined by the NAEP Bylaws.
 3. Designate a Representative, who must be an NAEP Voting Member in good standing, to serve on the NAEP Board of Directors. This person will represent the Chapter at NAEP Board of Director meetings. In accordance with the NAEP Bylaws, Chapter Representative Directors, or their designee, must participate in at least two board meetings per year or may be subject to removal as a voting Director by NAEP Board action. If the elected or appointed Chapter Representative is unable to attend a regularly scheduled Board meeting, the Chapter may select another Chapter member, in good standing, who is a voting member of NAEP to serve as its Chapter Representative Director.
 4. Notify NAEP of changes to Chapter contact information and officer information.
 5. Promote fellowship and professional development by bringing chapter members together for meetings, events, and programs.
 6. Establish membership types and (as applicable) collect dues for Chapter membership.
 7. Notify NAEP before implementing Chapter bylaws or charter changes (other than non-substantive or typographical changes) that may affect this NAEP affiliation or the NAEP's Section 501(c)(3) status.
 8. Maintain membership records, correspondence, accounting and financial records.
 9. Submit a brief (approximately quarterly) report of Chapter activities to NAEP for the NAEP Board meeting agenda.
 10. Prominently display the NAEP logo and website link on the Chapter's website and promote the benefits of NAEP Affiliation to its Chapter-only members.
 11. Promote NAEP events to Chapter-only members, including distribution of relevant NAEP communications.
 12. Work to recruit and retain new Chapter and NAEP members. Promote the benefits of NAEP membership. Encourage participation in NAEP's educational programming, technical working groups and committees.
- B. NAEP has the responsibility to:
1. Operate in accordance with its bylaws, including maintaining its non-profit status and an Executive Board, including a president, vice president, secretary, treasurer, and immediate past president; elected at-large Directors and ex-officio NAEP

- Directors; and to facilitate Chapter Representative Directors' NAEP Board participation.
2. Maintain accurate financial records as required by local laws.
 3. Provide training and technology transfer opportunities throughout the careers of environmental technical professionals, project managers, and environmental managers. NAEP facilitates these educational experiences through a variety of venues that also provide opportunities for members to network with other environmental professionals, key policy-makers, and litigators. There are several primary training and development opportunities sponsored by NAEP, though these may vary from year to year or be eliminated or added to at the discretion of NAEP. These include:
 - a. Annual conference
 - b. NAEP Sponsored Workshops
 - c. Educational Opportunities, such as:
 - i. NAEP sponsored Webinars
 - ii. NAEP co-sponsored Webinars with outside partner organizations
 - iii. Virtual and/or in-person training classes
 - d. NAEP website, which provides information about NAEP and NAEP Chapters, upcoming events, awards and scholarships, committees, publications, job postings and career development and training opportunities
 - e. NAEP Working Groups — these ad hoc technical subcommittees, including the various working groups host regular teleconferences for NAEP members to discuss key issues related to the state of the environmental practice, often including presentations by regulatory oversight personnel
 - f. Speakers List -- Upon request by a Chapter, NAEP will provide information on speakers relevant to a particular topic at NAEP conference presentations, webinar panels, or workshops during the last year. Existing and developing chapters can use the Speakers List to solicit speakers for Chapter events
 - g. NAEP Publications including, but not limited to:
 - i. *News from the National Desk*, a biweekly publication covering current national issues affecting environmental professionals that is distributed to NAEP members and can be distributed to by Chapters to their members
 - ii. *NAEP Newsletter*, which provides a digital venue for publishing short articles and information of interest to environmental professionals
 4. Provide NAEP communications to Chapters that are of benefit to the Chapter and/or Chapter members.
 5. Post Chapter events on the NAEP website event calendar.
 6. Provide access to a General Liability Insurance Policy for Chapters (optional to Chapters and at a discounted price as feasible).

- C. Mutual NAEP and Chapter Responsibilities:
1. NAEP will collect both national and chapter (if requested by the Chapter) dues, and remit chapter dues to the Chapter no less frequently than quarterly. NAEP will transmit new NAEP member information to the Chapter in a timely manner so that our joint member can receive their benefits as soon as possible. The Chapter will notify NAEP of any changes in Chapter dues, and NAEP will adjust the dues amount to be collected for Chapter membership in a timely manner.
 2. NAEP and the Chapter will work together to recruit new Chapter and NAEP members; and membership outreach by NAEP and the Chapter will include information and promotional materials from both NAEP and the Chapter where feasible and appropriate.
 3. NAEP maintains a separate member database and reserves the right to provide membership lists to third party vendors or organizations as agreed upon between the entities for the purposes of generating revenue directly related to NAEP. However, NAEP will not have direct access to nor sell Chapter membership lists to third party vendors or organizations at any time, except as approved by the Chapter. All NAEP members can elect to opt out of either or both NAEP and Chapter membership lists through the application and renewal process.
 4. NAEP and Chapters will promote each other's educational and social events.

II. NAEP and Chapter Affiliation Requirements

- A. Chapter Membership
1. The Chapter must maintain at least 10 NAEP Voting Members within its membership to maintain voting representation on the NAEP Board of Directors.
 2. The NAEP Board of Directors, in accordance with its Bylaws, may make exceptions to the membership provisions of this subsection.
- B. Chapter Mailing Address
1. The Chapter will maintain a physical United States post office box or permanent address for legal/tax purposes and for official correspondence from NAEP.
 2. The Chapter will notify NAEP of changes of address.
- C. Member Certification
1. The Academy of Board Certified Environmental Professionals (ABCEP; www.abcep.org) will address all professional certifications for NAEP. No Chapter may implement a similar certification program without NAEP's approval.
 2. Chapters are encouraged to offer professional development training and offer Continuing Education Credits or Professional Development Units consistent with local standards.

III. Chapter Structure and Organization

- A. Chapter Incorporation or Articles of Association
 - 1. The Chapter may decide whether to incorporate; if the Chapter incorporates, then the Chapter must have Articles of Incorporation; if the Chapter does not incorporate (i.e., remains unincorporated) then the Chapter must register its name with the state and have Articles of Association.
 - 2. NAEP recommends that the Chapters incorporate locally as a non-profit corporation and seek IRS non-profit status. If incorporated, the Chapter shall follow rules concerning the submission of such reports as required by local laws.

- B. Chapter Boundaries
 - 1. The Chapter will form along entire state boundaries or regional service area boundaries as accepted by the NAEP Board of Directors.
 - 2. A Multi-State Chapter will service the entire area until one or more states within the service area petition NAEP to separate and form its own Chapter.
 - 3. Chapters may not have overlapping boundaries but are allowed to have members outside of their defined boundaries.
 - 4. As of the date of adoption of this affiliation agreement, existing Chapters retain their current boundaries.

- C. Chapter Structure
 - 1. The Chapter may organize Subchapters, sections, board and/or committee structures that serve their local needs within the framework of the Chapter bylaws.

- D. Chapter Finances
 - 1. The Chapter will keep accurate financial records as required by local laws. The Chapter is solely responsible for its finances and shall not bind NAEP in any way or form.
 - 2. NAEP will not direct or control Chapter finances, nor will the Chapter direct NAEP finances, except when participating as a Chapter Representative Director on the NAEP Board.
 - 3. Unless otherwise stated in Chapter, state, or federal rules, upon the dissolution of a Chapter, the Chapter will utilize remaining funds to meet any existing financial obligations, and is encouraged to transfer any subsequent account balances to NAEP to hold on behalf of the Chapter for use to re-establish the Chapter. If after five (5) years the Chapter has not been re-established, NAEP could then use the funds to promote NAEP membership in the service area or to support development of other new or emerging chapters.

IV. Legal and Other Responsibilities

A. Legal Responsibilities

1. The Chapter cannot offer themselves as spokespersons for NAEP or bind NAEP to any contract without express written consent from the NAEP Board of Directors.
2. NAEP cannot offer itself, either as an organization or sponsored individuals, as a spokesperson(s) for any affiliated Chapter or bind any affiliated Chapter to any contract without the express written consent from the legal authority of the affiliated Chapter.
3. NAEP will not serve as direct legal or financial representation for the Chapter.
4. As a benefit of affiliation and upon request of the Chapter, NAEP may assist in obtaining appropriate legal or financial representation.

B. Logos

1. If the Chapter has historically used its own logo, which is distinct from both NAEP's logo and the logo of any other Chapter of NAEP, it may continue to do so. The Chapter may continue to use its logo, without reference to the Chapter's association with NAEP, in both its present form and/or as it may be modified from time to time.
2. The Chapter may use its own logo, distinct from any other Chapter and the NAEP logo, when used in conjunction with the unaltered NAEP logo.
3. The Chapter will send a copy of any modified logo to NAEP prior to its use.
4. The Chapter may use the NAEP logo in accordance with NAEP branding guidelines, which NAEP makes available to all affiliated chapters.

C. Renewal of Agreement

1. The NAEP Board of Directors and Chapter Officers may evaluate the effectiveness of this Agreement in meeting NAEP, Chapter and Member needs every five years.
2. NAEP will send a Chapter Affiliation renewal package to the Chapter at least 120 days before this agreement expires to expedite this process. It is the Chapter's responsibility to accept or reject the NAEP-provided renewal agreement, with any approved amendments.
3. If this Affiliation is dissolved or not renewed, both the NAEP and the Chapter will remove all affiliation documentation from their respective corporate charters (if applicable) and all logos, websites, or other publications.

V. Agreement Signed this 28 day of September, 2023, by

_____, President of NAEP, and
 _____, President of the Chapter.

Terms

ABCEP

The Academy of Board Certified Environmental Professionals (ABCEP) designates senior managers and other qualified individuals the Certified Environmental Professional (CEP) designation as a way to demonstrate their professional skills and high standard of conduct. ABCEP also designates qualified environmental professionals pursuing the CEP designation, but not meeting the requirements of the CEP as “CEP-IT”. The ABCEP had its origination in NAEP but is now an autonomous organization not directly affiliated with the operations of NAEP other than limited representation on the NAEP Board of Directors.

Affiliated Chapter Representative Director

An NAEP voting member who is duly designated by their Chapter, and if the Chapter is eligible, serves as a voting member of the NAEP Board of Directors.

Affiliation

The association of a Chapter, inclusive of any local chapters or section, with NAEP.

Membership

The association of an individual person, corporation or organization, and/or a representative of a corporation/organization between NAEP and an affiliated Chapter of NAEP.

Membership Dues

The cost to an *individual* person, or corporation/organization to which an individual is employed or associated, to join a chapter or NAEP. Chapters and NAEP establish dues autonomously and to the extent feasible pay concurrently.

NAEP Voting Member

An NAEP member in good standing within a voting membership category, as established under NAEP Bylaws. This currently includes the following membership categories: General, Emerging Professional, Group General Member, Fellow, and Emeritus.

Service Area

The geographic boundary of a specific Chapter. For state Chapters, the boundary is the state border. Where Chapters maintain regional association, the NAEP Board of Directors working in conjunction with Chapters defines the boundary.

NAEP Affiliated Chapter and Affiliated Chapter Member Benefits Summary

Benefit	Description
NAEP Annual Conference & Events Discounts	As part of the annual budgeting process and in accordance with adopted NAEP policy, NAEP is committed to reviewing discounts for Affiliated Chapter members.
<i>News from the National Desk</i>	Biweekly publication of current national issues affecting environmental professionals can be distributed to Chapter Members by Chapters.
Post Notices of Chapter Events	Chapter events and programs, when provided by the Chapter, will be posted on the NAEP calendar of events.
NAEP dues collection on behalf of Chapter	NAEP is willing to collect Chapter renewal dues and reimburse a Chapter for the amount without deducting a transaction fee.
Chapter Representation on the Board of Directors	One representative on the NAEP Board of Directors as described in the NAEP Bylaws and Affiliation Agreement.
Access to General Liability Insurance	NAEP offers Affiliated Chapters access to lower-cost, group rate General Liability Insurance, with policy coverage for General Liability (currently at a limit of \$1,000,000 per occurrence and \$2,000,000 Aggregate). This policy is renewed annually and will continue to be offered to Chapters, for a fee, to the extent feasible.
Opportunity to submit an annual budget request for funding	Chapters can submit an annual budget request for funding activities and events.
Archiving service	NAEP is willing to archive Chapter-specific electronic documents free of charge.
Access to resources from other Chapters	Free access to governance documents (e.g., bylaws, policies, operating procedures, other resources) shared by other Chapters.
Chapter Listing on the NAEP website	Chapter listing on the NAEP website with a link to the Chapter to facilitate networking and membership.

NAEP Affiliated Chapter and Affiliated Chapter Member Benefits Summary

Benefit	Description
Conference Profit Share	All Affiliated Chapters have the opportunity to submit a bid to host the annual conference and earn a share of the conference net proceeds.
Host a Board of Directors meeting	All Affiliated Chapters have the opportunity to host a quarterly Board of Directors meeting, providing access and networking with the Board and other professionals from across the organization.
Chapter Retreat	At NAEP's discretion, Affiliated Chapters may attend a strategic planning retreat with venue arrangement and planning support from NAEP. This is an opportunity for Chapter leaders to gather for networking, share chapter operational needs and successes, and identify opportunities for increased NAEP-Chapter collaboration. Chapter retreats are anticipated to occur approximately once every three years.