tThis Chapter Agreement (the “Agreement”) is entered into by and between Students for Sensible Drug Policy Foundation, Inc. (“SSDP”), a 501(c)(3) nonprofit corporation, with its principal place of business at 2370 Champlain St NW, Suite #12, Washington, DC 20009, and the Chapter of SSDP (“Chapter”) identified on the signature page. For the purposes of this agreement and the SSDP bylaws, “chapter” refers to any one or more persons who are operating as an individual Students for Sensible Drug Policy chapter on a single campus or in discrete geographic areas each defined as chapters by SSDP. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

# Intent.

A. The intent of this agreement is to establish expectations between SSDP chapters and our international headquarters. If you have any questions or concerns about anything in this document, please reach out to your SSDP Team point person; our team exists to serve you. We're excited and honored to have you on our team. Let's end the War on Drugs!

# II. Recognition of Chapter.

A. **Recognition.** SSDP hereby grants to the Chapter a non-exclusive charter to be a chapter of SSDP. In accordance therewith, the Chapter is authorized to use the name “Students for Sensible Drug Policy”, “SSDP”, and logo of SSDP in connection with the Chapter’s name, acronym, and logo, with the authority to use such marks in connection with Chapter’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the Chapter by SSDP.

B. **Term and Termination.** The Term of this Agreement shall commence on the date the Chapter submits a New Member Inquiry or begins identifying the Chapter as affiliated with SSDP and shall continue until revoked by SSDP or surrendered by the Chapter, pursuant to the terms of this Agreement for revocation and surrender.

# III. Obligations of SSDP (what you can expect from us).

As an officially recognized chapter of SSDP, your Chapter is entitled to:

1. **Guidance, resources, and training.** Personalized, on-call guidance and support from dedicated team member(s); access to resources created by and for SSDP members; and training opportunities such as webinars, conference calls, and peer or alumni mentorship.
2. **Scholarships.** Eligibility for conference scholarships and reduced-rate event prices.
3. **Points.** Earn and spend [SSDP CAT points](https://cat.ssdp.org/).
4. **News.** Priority access to SSDP news, [events](http://ssdp.org/events), and [job board](https://ssdpfamily.slack.com/archives/C012RBPPZ3R).
5. **Connection.** Access to SSDP [social media groups](https://ssdp.org/facebook/), [Slack channels](http://ssdpfamily.slack.com), and other [digital communication services](https://groups.google.com/a/ssdp.org/forum/#!forumsearch/). Any and all members can post to platforms according to each platform’s guidelines.
6. **Influence.** Chapters are entitled to one vote in SSDP Student Congress and members can influence SSDP’s [governance](https://drive.google.com/a/ssdp.org/open?id=1nqSHDc42KmzXJXms0ySsfnyC-O3wgflDLcDIEeGy8WI).
7. **Leadership.** Ability to run as an Elected Director on SSDP’s [Board of Directors](http://ssdp.org/about/board) when elections are held, participate as a member of select [committees and groups](https://drive.google.com/a/ssdp.org/open?id=1mfRzceK3Y3fx_oKSqMWPkpSDt0qqT5AQSWZ8oIj0Elc), and participate in other leadership opportunities as available.
8. **Representation.** Maintain a chapter page on ssdp.org, use a @chapters.ssdp.org email address, manage Chapter’s social media pages and post to the SSDP blog (according to our [guidelines](https://docs.google.com/a/ssdp.org/document/d/171Wm1lvhbsbc3E0_r3ksM-db8BqPKexV-cxnI507qG4/edit)).
9. **Advice.** Honest, inclusive, supportive, compassionate, and straightforward advice.
10. **Integrity.** SSDP’s team members abide by our [Code of Ethics, Discipline and Whistleblower Policy](https://docs.google.com/document/d/1JCjM5oFMkitgONGi8zvj1OIX9m0-AL3dtXwGM9LHqBE/edit?usp=sharing) and [Conduct Violation Complaint & Restoration Procedure](https://docs.google.com/document/d/15F-PW9t1T7YNR0RP6U9io7JG6TH64e_X-WElzQdsD3M/edit?usp=sharing).

# IV. Obligations of the Chapter (what we expect from you).

As an officially recognized chapter of SSDP, your Chapter commits to:

1. **Contact.** Regular proactive contact (at least once every 60 days) with your SSDP Team point person. Communication helps us understand what we can be doing to make you more effective and allows us to highlight your work to our supporters and allies.
2. **Participation.** Active participation in SSDP chapter activities, including, but not limited to engaging in:
	1. **Policy change activities** such as: a campaign to change at least one drug policy at the campus, local, state,,national or international level each academic year through activities such as lobbying, submitting letters to the editor, testifying, engaging in direct action, passing student government resolutions, changing a policy, meeting with campus administrators or representatives, or submitting a case study on a policy change campaign on policy change campaigns which have been executed;
	2. **Educational activities** such as: hosting Just Say Know or drug policy educational events, distributing educational materials, and engaging in direct service volunteering;
	3. **Chapter-building activities** such as: attending leadership trainings, hosting regular chapter meetings, recruiting and training members and officers, tabling on campus, democratically electing chapter leaders, and building and maintaining relationships with other organizations on campus or in the community.
3. **Values.** All chapter events and activities, as well as all interactions with media, administrators, allies, and elected officials, must be in line with SSDP’s organizational [mission and values](http://ssdp.org/about/) at <http://ssdp.org/about/> and must not:
	1. Condemn, encourage, or facilitate drug use;
	2. Encourage violence or breaking of any local, state, or national law;
	3. Misrepresent or damage SSDP’s brand, image, or purpose; or
	4. Permit conduct that violates the SSDP [Code of Ethics, Discipline and Whistleblower Policy](https://docs.google.com/document/d/1JCjM5oFMkitgONGi8zvj1OIX9m0-AL3dtXwGM9LHqBE/edit?usp=sharing), or [Conduct Violation Complaint & Restoration Procedure](https://docs.google.com/document/d/15F-PW9t1T7YNR0RP6U9io7JG6TH64e_X-WElzQdsD3M/edit?usp=sharing). Chapters are required to inform SSDP if a situation arises in which the Chapter is facing legal issues or if a chapter member is perceived to be a risk to other members of the Chapter.
4. **Finance.** SSDP chapters may not enter into any financial or legal arrangements on behalf of the organization. This includes, but is not limited to, use of SSDP’s federal tax ID number.
5. **Brand.** Chapters are encouraged to use the SSDP brand to align themselves with the global network. Any use of the SSDP logo or brand must be in line with SSDP’s organizational mission and values and be “in good taste” as interpreted by SSDP. All use of the SSDP name and brand must conform to [SSDP’s brand standards](https://docs.google.com/document/d/1rxhhV-nqiJnQr2l6zY8h1ymP3LZvw98bi3YEuGCM4uA/edit#heading=h.4b0dflw8y7s) and only official SSDP logos may be used for stylized representation of “SSDP” or “Students for Sensible Drug Policy”.
6. **Social Media.** All SSDP-branded web properties, including Facebook, Twitter, and Instagram pages, must be approved by your SSDP Team point person. The login information for all SSDP-branded web properties must be shared with your SSDP Team point person, so we can pass on the page to the next chapter leader.

# V. Intellectual Property and Confidential Information.

1. **Limited License.** In accordance with SSDP’s non-exclusive grant to Chapter to be a chapter of SSDP, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name “Students for Sensible Drug Policy”, “SSDP”, logos of SSDP, and other SSDP trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the “Marks”); and (ii) all copyrighted or proprietary information and materials provided by SSDP to Chapter during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”, the Marks and Proprietary Information hereinafter collectively referred to as the “Intellectual Property”) in or in connection with Chapter’s name, acronym, and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by SSDP.
	1. The Intellectual Property is and shall remain at all times the sole and exclusive property of SSDP. The Intellectual Property may be used by Chapter if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by SSDP. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by SSDP. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by SSDP in its sole discretion.
	2. SSDP’s logo may not be revised or altered in any way, and must be displayed in the same form as produced by SSDP. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of SSDP.
	3. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without SSDP’s express prior written approval. Chapter shall not sell or trade the Intellectual Property without SSDP’s express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of SSDP, discredits SSDP or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between SSDP and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from SSDP.
	4. Chapter shall maintain the confidentiality of contacts and contact information provided by SSDP, and shall not sell, trade, transmit, or otherwise disseminate contacts or contact information, in whole or in part, to any third party without the express prior written approval of SSDP.
	5. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Chapter Territory, and any other guidelines that SSDP may prescribe.
	6. SSDP shall have the right to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. SSDP reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter’s usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
	7. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender, or other termination of this Agreement. Chapter’s obligations to protect the Intellectual Property shall survive the revocation, surrender, or other termination of this Agreement.
2. **Confidential Information.** The parties shall maintain the confidentiality of all of the confidential and proprietary information and data, including, without limitation, the terms of this Agreement, technology, and information pertaining to donors, marketing, finances, sourcing, personnel, media contacts, political contacts, or operations of SSDP, its chapters, or its donors, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the (“Confidential Information”) of the other party. The parties shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party’s Confidential Information without such other party’s consent. Each party’s Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender, or other termination of this Agreement, each party shall: (1) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (2) make no further use of it, and (3) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party’s confidentiality obligations under this Section shall survive any revocation, surrender, or other termination of this Agreement.

# VI. Revocation and Surrender.

A. If a chapter is found to be in violation of any of the obligations outlined above, SSDP staff or team members will intervene as necessary. In rare cases of severe misconduct, SSDP has the authority to remove a chapter leader or revoke a chapter’s recognition. If this occurs, Chapter will be contacted in writing (via email) by SSDP’s Executive Director or Program Director In the case that both of these roles are vacant or no longer exist, another member of the SSDP team will contact Chapter.

B. Chapter may surrender its charter via written notice to SSDP.

# VII. General Provisions.

A. **Indemnification.** Chapter shall indemnify, save, and hold harmless SSDP, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever (a “Claim”), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, officers, employees or contractors, members, or agents; or (ii) its breach of this Agreement. Chapter shall promptly notify SSDP upon receipt of any Claim and shall grant to SSDP the sole conduct of the defense of any claim. The provisions of this Section shall survive any revocation, surrender, or other termination of this Agreement.

B. **Relationship of Parties.** The relationship of SSDP and Chapter to each other is that of independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the parties. Neither party’s officers or employees, agents, or contractors shall be deemed officers, employees, agents, or contractors of the other party for any purpose. Unless otherwise provided in this Agreement, or other written agreement, each party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party.

C. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

D. **Governing Law.** This Agreement shall be construed and governed by the laws of the District of Columbia, without giving effect to its conflicts of law principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, the state courts of the District of Columbia.

E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. No delay, failure, or waiver of either party’s exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

I have reviewed, understand, and agree to comply with the above agreement. To sign electronically, click [here](https://docs.google.com/forms/d/e/1FAIpQLSfP2ZbUT_W7PrdixBTQPIiTtKB3toxhqrbgOTdylv-BtTgVgw/viewform?usp=sf_link).