

CHARTER

This charter is made this _____ day of _____, 1999, by and between the Usability Professionals' Association ("UPA") and the _____ Chapter of the Usability Professionals' Association ("Chapter")

WHEREAS, UPA wishes to grant to Chapter a Charter pursuant to which UPA and Chapter shall become affiliated;

WHEREAS, UPA and Chapter wish to set forth their mutual understandings and agreements pertaining to the grant of the Charter and the mutual rights and responsibilities created thereby.

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, UPA and the Chapter agree as follows:

1. **Rights of Chapter.** Chapter shall have the right to utilize the name of UPA in the name of the Chapter, to acknowledge affiliation with UPA, and to receive all other benefits bestowed by UPA upon its affiliated Chapters.
2. **Relationship.** UPA and Chapter are not and shall not be considered joint venturers, partners, legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities. Neither UPA nor Chapter shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other Party. Neither UPA nor Chapter shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.
3. **Bylaws.** Chapter shall abide by and promote the purposes and objectives of UPA as set forth in the most current version of the UPA Bylaws. Chapter may adopt its own bylaws for its operations provided that these bylaws are not contrary to or inconsistent with the UPA Bylaws or this Charter. Chapter shall submit all bylaw amendments to UPA to ensure compliance with this paragraph.
4. **Membership.** Chapter shall admit only those members identified and approved by UPA and who are also members of UPA. Members must join UPA in order to become members of Chapter.
5. **Dues.** Chapter may set and impose Chapter dues on members.
6. **Annual Report.** Chapter is required to submit an Annual Report prior to the Annual Meeting of the UPA membership at the National Conference, at a time specified by the Chairman of the Chapters Committee. Annual Reports should include:
 - (a) Listing of outgoing and newly elected Chapter Officers and Committee Chairs and;

- (b) Summary of the past year s activities, including number of regular meetings, topics, and any special events, such as seminars or trade show participation;
 - (c) A roster of current members, the Chapter mailing list, and attendance lists for meetings and events; and
 - (d) A balance sheet as of December 31, showing the current assets and liabilities of the Chapter and fund balance.
6. **Bank Account.** Chapter shall establish and maintain its own bank account(s). Chapter shall obtain its own federal employer identification number.
 7. **Logo Use.** The use of UPA logo, the name “Usability Professionals’ Association,” and the UPA acronym by the Chapter must always include the name of the Chapter so as not confuse communications from UPA with those of Chapter.
 8. **Format of Chapter Name.** The distinction between Chapter and UPA, especially in communications with the general public, must be maintained. Communication by a Chapter and Chapter Officers or members, in correspondence, advertising, or other promotional material, must always identify the Chapter by name. Example:

UPA Chapter:

Usability Professionals' Association
 _____ Chapter

or

UPA _____ Chapter

or

John Doe

President, _____ Chapter
 Usability Professionals' Association

10. **Termination.** Either party may terminate this Charter on thirty days written notice. In the event of breach by a party, the other may terminate immediately by written notice. Upon termination by either party for any reason, Chapter shall cease utilizing the name "Usability Professionals' Association," the acronym "UPA", and the logo of UPA (all of which are owned completely and exclusively by UPA) and the Chapter may no longer claim any affiliation with UPA.

USABILITY PROFESSIONALS' ASSOCIATION

By: _____
Title:

_____ CHAPTER
OF USABILITY PROFESSIONALS' ASSOCIATION

By: _____
Title: