CATHOLIC BAR ASSOCIATION

CHARTER AGREEMENT
FOR INDEPENDENTLY ESTABLISHED LOCAL AFFILIATES

This Local Affiliate Charter Agreement ("Agreement") is made effective the _____ day of _____, 20____, by and between the Catholic Bar Association (the "CBA"), a Texas nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____, an association of Catholic legal professionals located in the Diocese of _____ (the "Diocese") and the state/commonwealth of _____ (the "Local Affiliate").

RECITALS

WHEREAS, the Catholic Bar Association is a community of legal professionals that educates, organizes, and inspires its members to faithfully uphold and bear witness to the Catholic Faith in the study and practice of the law;

WHEREAS, the Local Affiliate is represented by a minimum of one (1) Catholic Attorney Member of the CBA;

WHEREAS, The Local Affiliate has tendered to the CBA its Articles of Incorporation, Bylaws, and/or other comparable organizing documents, and the CBA has reviewed them and confirmed their compatibility with the Mission of the CBA; and

WHEREAS, The Local Affiliate has tendered to the CBA written authorization from its Bishop to conduct its activities in the Diocese.

NOW THEREFORE, in order to delineate the relationship between the CBA and the Local Affiliate, state the parties' mutual expectations, and affirm their reciprocal commitment to the success of both the CBA and the Local Affiliate, the parties agree as follows:

ARTICLE I
MISSION ADHERENCE

The Local Affiliate and the CBA shall mutually support, advance, and promote the shared mission of the CBA and the Local Affiliate within the Diocese. The Local Affiliate and the CBA shall collaborate to sponsor and conduct programs and activities that further their common mission, and shall use reasonable efforts to ensure that such programs and activities are of high quality with respect to their content, published and otherwise reproducible materials, logistical preparation, and other aspects. In support of both its collaborative efforts with the CBA and its own programs and activities, the Local Affiliate may, to the greatest extent consistent with the CBA's other pertinent duties and obligations, use published and otherwise reproducible materials generated by or otherwise available through the CBA.

ARTICLE II
GEOGRAPHICAL LIMITS

The Local Affiliate is authorized to cover the Catholic Diocese of _____. The CBA will not seek to create or authorize the creation of any additional Local Affiliates within the Diocese without the approval of the Local Affiliate.

ARTICLE III
RELATIONSHIP

The CBA and the Local Affiliate understand and agree that they are separate legal entities and discrete institutions whose relationship is described and limited by this Agreement. The CBA and the Local Affiliate 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 except pursuant to a separate written agreement signed by the parties' authorized representatives. Neither the CBA nor the Local Affiliate 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, whether express or implied, on behalf of the other party unless specific authority is delegated in writing from one to the other. Neither the CBA nor the Local Affiliate assumes any oversight or other responsibility for the programs, activities, or actions of the other, and neither shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.

ARTICLE IV
MEMBERSHIP

Section 4.01. The Local Affiliate shall pay dues to the CBA as established by the CBA Board of Directors. Provided that they meet the criteria for Membership as defined in the CBA Bylaws, current members of the Local Affiliate shall be entitled to receive the CBA's standard Local Affiliate member discount on their dues on the same basis as similarly situated members of other Local Affiliates. Any such discount shall be subject to the CBA Board of Directors' determination from time to time as to the establishment, maintenance, terms, and conditions thereof. The Local Affiliate acknowledges that it shall have the right and duty to participate in the governance of the CBA through its participation in the CBA's General Assembly, the Local Affiliates Committee, and the nomination and election of Local Affiliate Directors, as the preceding terms are defined in the CBA Bylaws. The Local Affiliate further acknowledges and agrees that its exercise of these rights within the CBA is dependent on its having at least one member who is also a Catholic Attorney Member of the CBA and is otherwise complying with this Agreement and that its rights and privileges within the CBA shall be as set forth in the CBA Bylaws.

Section 4.02. Separate and apart from any dues paid to the CBA by the Local Affiliate or by its members who are also Members of the CBA, the Local Affiliate shall retain absolute discretion to determine, assess, and collect membership dues from its members.

ARTICLE V
OBLIGATIONS OF LOCAL AFFILIATE

Section 5.01. The Local Affiliate warrants that it is a legal entity separate and distinct from the CBA and that it shall at all times shall remain in good standing in the Diocese and the jurisdiction of its formation**.** The Local Affiliate shall obtain and use its own federal Employer Identification Number and the Local Affiliate specifically agrees not to use the federal Employer Identification Number of the CBA in connection with any of its activities.

Section 5.02. Annually, the Local Affiliate shall submit a report that includes: (a) a list of its officers and directors; (b) a summary of its programs, activities and operations; (c) an income and expense statement and balance sheet; (d) the text of recent changes to its Bylaws and Articles of Incorporation (or similar organizing document); and (e) an affirmation that it remains in good standing in the Diocese.

ARTICLE VI
NAME AND OTHER INTELLECTUAL PROPERTY

Section 6.01. Limited License. Local Affiliate is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the term of this Agreement the following CBA Intellectual Property:

(a) The name "CBA" or explanatory "Catholic Bar Association," the logo of the CBA, and other CBA trademarks, service marks, trade names, and logos identified by the CBA from time to time, provided that such usage is accompanied by the name of the Local Affiliate and the Diocese so as not to confuse communications from the CBA with those of the Local Affiliate.

(b) The CBA's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of the CBA located within the Local Affiliate's Diocese ("the Mailing List"), and

(c) All copyrighted or proprietary information and materials provided by the CBA to the Local Affiliate, including without limitation all CBA-authored or directed programs and program materials.

Section 6.02. Use of CBA Intellectual Property. Authority to use CBA Intellectual Property is limited to those activities authorized under this Agreement and is subject to the terms and conditions of this Agreement and any written guidelines for Local Affiliates that may be subsequently promulgated by the CBA.

(a) CBA Intellectual Property is and shall remain at all times the sole and exclusive property of the CBA.

(b) The CBA logo may not be revised or altered in any way, and must be displayed in the same form as produced by the CBA.

(c) The Local Affiliate shall not sell, trade, or permit any third party to use CBA Intellectual Property without the CBA's express prior written approval. CBA Intellectual Property may not be used by any party for individual personal or professional gain or for any other private benefit.

(d) CBA Intellectual Property may not be used in any manner that, in the sole discretion of the CBA: distracts from the Mission of CBA: is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the CBA and the Local Affiliate.

(e) The Local Affiliate may, subject to the terms and conditions of this Agreement, use the Mailing List for purposes of membership development or for any appropriate purpose, provided that, upon termination of this Agreement, the Local Affiliate shall return such membership list to CBA and delete all membership list information from its computer database, if any.

(f) The Local Affiliate's obligations to protect CBA Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

ARTICLE VII
OTHER PROVISIONS

(a) **Section 7.01.** Warranties. The CBA warrants that it is and will remain in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement and further warrants that it will immediately advise the Local Affiliate of any adverse circumstance that might affect its ability to perform under this agreement. The Local Affiliate likewise warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement and further warrants that it will immediately advise the CBA of any adverse circumstance that might affect its ability to perform under this Agreement

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Section 7.02. Term. The term of this Agreement is one year and is automatically renewed upon payment by Local Affiliate of its annual CBA dues, as may be set from time to time by the CBA, or if no dues are currently being assessed against the Local Affiliate, upon the pertinent anniversary of the effective date of this Agreement. The CBA may terminate this Agreement by written notice to the Local Affiliate at any time for nonpayment of dues or noncompliance with the terms of this Agreement. The Local Affiliate may terminate this agreement at any time upon written notice to CBA.

Section 7.03. Severability. If any provision contained herein is determined by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, said determination shall not affect the validity and enforcement of the remaining provisions hereof, and the parties shall, as applicable, interpret this Agreement as if said provision were either deleted in its entirety or modified so as to render it valid and enforceable; provided, if said deletion or modification would result in a material failure of consideration, the parties shall, to avoid said result, confer in good faith concerning either the amendment or the termination of this Agreement.

Section 7.04. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Texas, United States of America, without regard to that jurisdiction's choice of law principles.

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Section 7.05. Reciprocal Indemnification. The Local Affiliate shall hold the CBA, its officers, directors, members and agents, harmless from and against any and all third-party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise out of the acts or omissions of the Local Affiliate, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement. The CBA shall hold the Local Affiliate, its officers, directors, members and agents, harmless from and against any and all third-party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise out of the acts or omissions of the CBA, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

Section 7.06 Dispute Resolution. All disputes between the parties arising in any manner out of this Agreement shall first be attempted to be resolved through a face-to-face meeting or teleconference between authorized representatives of the parties; any such meeting shall take place at such location as the parties mutually determine. Any dispute not resolved through such meeting or teleconference shall be referred to non-binding mediation under the applicable rules of the American Arbitration Association. Any such mediation shall take place at such location as the parties may mutually select, or, failing such selection, at the offices of the CBA. Any dispute not resolved through mediation shall be resolved by binding arbitration before a single arbitrator under the Federal Arbitration Act and the Commercial Rules of the American

Arbitration Association; and any such arbitration shall take place at the offices of the CBA or as the CBA shall otherwise designate. The award of the arbitrator shall not be subject to appeal and may be enforced in any court having jurisdiction to do so.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Local Affiliate Charter Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

Catholic Bar Association, Inc.

By: _____

Name: _____

Title: _____

Date: _ _____

Local Affiliate

By: _____

Name: _____

Title: _____

Date: _____