



Chapter and Region

Administrative Guide

Thank you for volunteering as a CSI chapter or region leader. Chapters and regions are the heart of CSI, and they can't exist without you, the volunteer.

We know there is a lot to keep up with running a local association. This is your “go-to” resource to help you fulfill operating requirements, work efficiently, and provide maximum value to members.

CSI will continue to update this guide as resources evolve and to serve you better.

All resources referenced in this document can be found in the [Appendix](#) as well as the Chapter and Region Leader Community website: <https://www.csiresources.org/chapterregionleaders>.

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ABOUT CSI

This section contains information on the following:

- CSI's Purpose, Mission, and Ends Statements
- CSI's Structure
- The Role of Chapters and Regions
- DE&I: Creating a Strong Community of Belonging
- Ethics and Compliance Hotline

CSI's Purpose (from [CSI's Board Governing Policies Manual](#))

CSI exists so that AEC professionals enjoy an environment conducive to realizing their full professional potential.

CSI's Mission

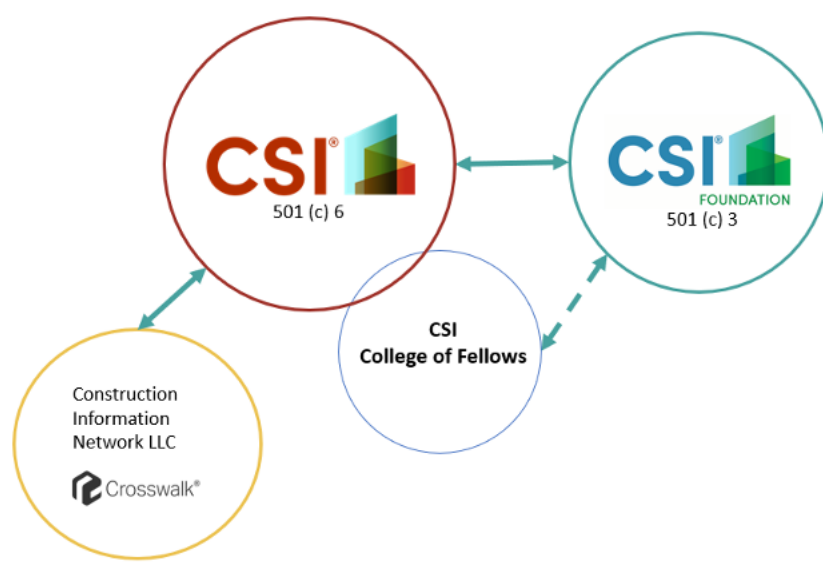
To advance building information management and education of project teams to improve facility performance.

CSI Ends Statements (from Governing Policies Manual)

- Members have state-of-the-art building information and project delivery knowledge.
- The construction industry recognizes CSI as a leading resource for the built environment.
- CSI's credentials are recognized as "gold standards" of competence.
- Members engage in a robust, diverse, and inclusive community of AEC professionals and related organizations.
- There is growth in the pool of qualified construction information and specifications professionals.
- Members receive exclusive benefits and value for their CSI investment.

CSI's Structure

There are four separate but related CSI entities:



CSI: A national 501(c)(6) tax-exempt, not-for-profit association of more than 6,000 members dedicated to improving the communication of construction information throughout continuous development and transformation of standards and formats, education, and certification of professionals to improve project delivery processes. CSI's website: www.csiresources.org/home.

CSI Foundation: A 501(c)(3) tax-exempt, charitable organization that supports research, education, and scholarship related to the built environment and in alignment with the goals and objectives of CSI. The CSI Foundation website: www.csiresources.org/institute/foundation.

CSI College of Fellows: A group of CSI members who are bestowed the honorary distinction as a "Fellow." The College exists to provide an organized and formal entity to leverage the knowledge and expertise of the Fellows for the betterment of CSI and provide a forum by which the Fellows, as individuals and as a group, can increase their contributions to CSI. The CSI College of Fellows website: www.csiresources.org/communities/fellowship.

Construction Information Network LLC (CIN): A wholly owned subsidiary of CSI that provides digital tools to the AECO industry. These tools include Crosswalk®, an application programming interface for distribution and management of CSI classification standards, and Crosswalk productivity tools. The CIN website: www.crosswalk.biz.

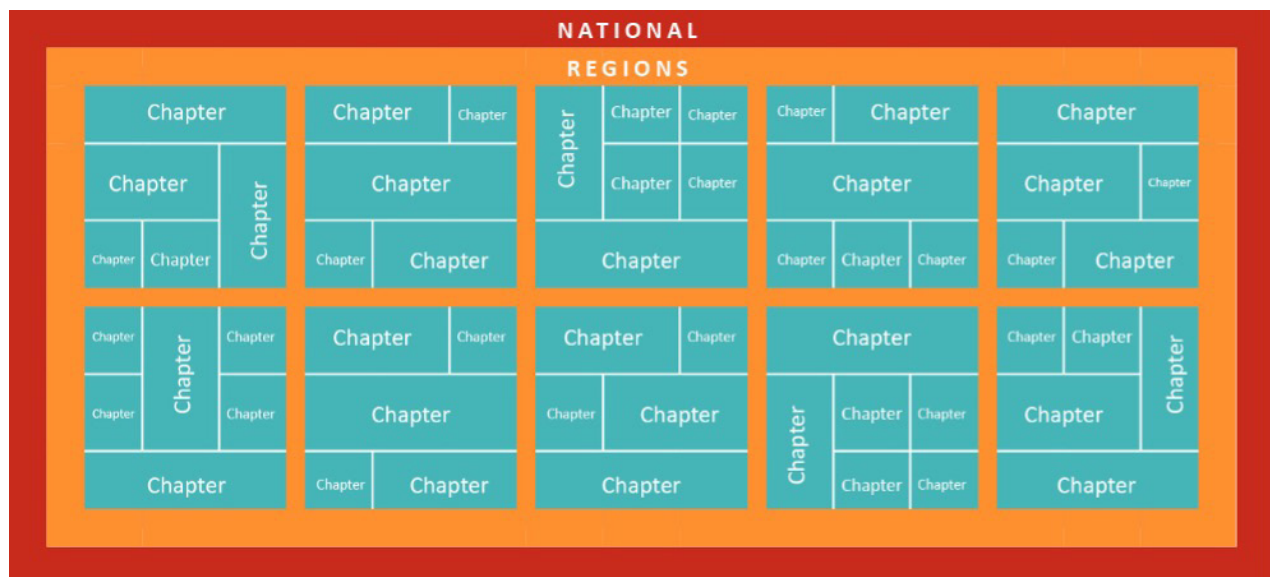
The Role of Chapters and Regions

Chapters and regions (also referred to as components) are a vital partner in helping members be successful in their profession and delivering value for their affiliation with CSI. Among other things, components:

- Provide education as well as technical and networking activities on a local level, both in person and online
- Connect with members on an individual, personal level to build community and member value
- Develop recommendations for solutions to local built environment challenges
- Educate local companies engaged in the built environment about the benefits of CSI membership
- Engage with other local professional organizations to broaden the scope of education offerings

The national organization, chapters, and regions are independent businesses connected via an affiliation agreement and charter.

The following graphic represents the relationship between the national organization, chapters, and regions.



CSI membership includes membership at the chapter and national levels. Chapters operate at the local level and provide the most direct, face-to-face contact with members. There are 107 chapters licensed to use the CSI name to support customers and members within their defined geographic area. The only exception to this is CSINext, a virtual chapter focused on international members. Individual members are designated a home chapter relationship, but they have an open invitation to engage and fully participate with any CSI chapter with no additional dues beyond their original CSI membership fee.

There are 10 regions and, like chapters, they are independent businesses operating under a charter from the national organization. Regions are licensed to use the CSI name. Regions exist primarily to support chapters. Their members are the chapters within their region, not individual CSI members.

DE&I: Creating a Strong Community of Belonging

The built environment impacts the health, safety, and welfare of millions every day. Ensuring that those involved at all levels of CSI represent a diversity of thought, values, and perspectives improves our community's ability to meet the needs of the industry and society. This is a core business imperative and enables an even more vibrant and innovative community.

A welcoming environment is critical to the success of your association. Ideas for chapters and regions about how to create an even more welcoming environment are woven throughout the "Becoming an Even More Welcoming Chapter" guide and other support resources on CSI's [Diversity, Equity, and Inclusion website](https://www.csiresources.org/institute/deandi): <https://www.csiresources.org/institute/deandi>.

Ethics and Compliance Hotline

CSI prides itself on a culture of openness, trust, transparency, and integrity. We want to ensure that sensitive issues that impact our organizational culture—and us as individuals—can be immediately reported and dealt with appropriately.

CSI provides an anonymous ethics and compliance hotline for all employees and members of CSI. The purpose of this service is to ensure that any employee or member wishing to submit a report anonymously can do so without fear of retribution.

[The hotline service](#) is available in cases where anonymity is desired. (Please continue to follow CSI standard practices for all reports or issues not requiring anonymity.)

- Website: <https://www.lighthouse-services.com/csinet>
- Toll-Free Telephone: English-speaking USA and Canada: 855-222-2026
- E-mail: reports@lighthouse-services.com (must include company name with report)

Visit CSI's website for more information and additional options for hotline access: <https://www.csiresources.org/institute/ethics-and-compliance-hotline>

CSI COMPONENT ADMINISTRATION

This section contains information on the following:

- National Resources and Support
- Affiliation Agreement
- Yearly Reporting Requirements
- Incorporation
- Tax-Exempt Status
- Business Bank Account
- State and Federal Reporting and Filing Requirements
- Liability Insurance
- Data and Privacy Policy

National Resources and Support

CSI maintains a website with resources and a discussion board exclusively for chapter and region leaders: <https://www.csiresources.org/chapterregionleaders>

This website is a one-stop shop to all CSI resources for chapter and region leaders, including the following:

- Membership rosters
- Dynamic Chapter Program training
- Logos and marketing materials
- Membership recruitment materials
- AIA providership program
- Sample privacy and bylaws policies
- Board leadership training

The website's discussion board is an excellent way for leaders to connect with each other from across CSI so they can share ideas, ask for help, and network.

All known chapter and region officers and leaders are granted access to the Chapter and Region Leader Community.

For all questions related to component administration, please email chapterrelations@csinet.org.

Affiliation Agreement

Each component has an affiliation agreement with the national organization.

The component and the national organization each have copies of the executed agreement. A copy of the signed agreement may be obtained by contacting chapterrelations@csinet.org.

As part of complying with the agreement, components are required to complete an annual check-in report, which is due by September 30.

The annual check-in addresses the following elements of the affiliation agreement:

- Attest and document that the component and any subsidiary or related entities (i.e., foundation) are legally authorized and in good standing to conduct business in their state.
 - In the report, asked to attest that the component is 1) recognized as a valid, legal entity in the state in which it is incorporated and 2) that it is recognized by the IRS as exempt from federal tax under Section 501(c) of the Internal Revenue Code.
- Attest and document that the component's enabling documents will be reviewed by independent legal counsel experienced with non-profit, tax-exempt organizations prior to adoption of any amendments.
 - Enabling documents include the bylaws, articles of incorporation or business license, and IRS determination letter of tax-exempt status if applicable.
 - In the report, asked to identify any enabling documents that changed in the last fiscal year, submit an updated copy, if not already on file, and confirm that, if updated, the bylaws were reviewed by independent legal counsel experienced with non-profit, tax-exempt organizations prior to adoption.
- Provide the component's annual financial statements (statement of activities, balance sheet, and cash flow statement). Provide copies of the component's tax returns (990 or 990-N) upon request.
 - In the report, asked to submit the financial statements from the previous fiscal year.
- Provide to CSI, subject to CSI's and the component's then-current data privacy policies, lists of potential members and potential customers ("Lists") in order to facilitate recruitment and customer service efforts. In receiving these lists, CSI acknowledges that components may withhold information subject to opt-out restrictions and will advise CSI that individuals on the list have opted to restrict or stop CSI's use of their information.
 - In the report, asked to submit potential member and customer lists in compliance with the component's privacy policies.
- Secure directors and officers liability insurance and general liability insurance at levels appropriate for the component's assets, operations, and activities.
 - In the report, asked to confirm that the component carries these policies.
- Provide to CSI the component's banking information to send and receive electronic payments for purposes of ensuring timely payments and reconciliation. The component also agrees to review and update this information annually.
 - In the report, asked to confirm that banking information is current. If it is not, CSI will reach out directly to the component's officers.
 - Email chapterrelations@csinet.org with questions related to banking.

Other important elements of the affiliation agreement that do not have a reporting component within the annual check-in report:

- Annually submit to CSI a list of its component's officers and board of directors, along with contemporaneous contact information. Provide to CSI all component finance, accounting, or legal contacts upon request.
 - Due annually by May 31 via the Chapter and Region Leader Community on the "Chapter Leader Roster Updates" tab.
- Provide to CSI contemporaneous copies of the component's bylaws, articles of incorporation or business license, and evidence of tax-exempt status (IRS determination letter or filed 990) ("Enabling Documents").
 - CSI keeps this information on file and may request the documents, if not on file, or if there is concern that its files are not updated.
- Use only the forms of CSI properties that CSI provides to the component, only in compliance with the then-current guidelines and only in connection with the component's services.
 - The component will get CSI's written approval before the component: 1) alters any CSI property or CSI-provided CSI-component logo; 2) creates materials or promotions using the CSI properties; or 3) allows any third party to use a CSI property. This paragraph survives agreement termination or expiration.
 - Email marketing@csinet.org for approvals or questions regarding CSI properties.
- Immediately notify CSI when the component becomes aware of any third-party infringements of the CSI properties.
 - Email ChapterRelations@csinet.org with any concerns.
- The component may promote its operations via the internet but may not operate in another chapter's or region's authorized geographic area without that component's prior written consent.

If these obligations are not met, the component should work with the national organization to create a plan to become compliant. Reach out to chapterrelations@csinet.org with any questions or concerns.

See Appendix B for a generic copy of the agreement.

Yearly Reporting Requirements

To ensure continuity in operations, including timely dues payments to chapters, and to acknowledge compliance with the affiliation agreement, every component is asked to complete two reports per year:

- **May 31 Report**
 - o Submit:
 - Officer and leader roster for upcoming fiscal year
- **September 30 Report**
 - o Attest that:
 - The component is in good standing to conduct business (current with state and current with IRS)
 - Directors and officers insurance is in place
 - General liability insurance is in place
 - Banking information is current
 - o Identify:
 - Any enabling document that changed in previous fiscal year
 - Submit updated copies if have not already
 - If bylaws were updated, must also confirm reviewed by independent legal counsel experienced with non-profit, tax-exempt organizations prior to adoption
 - o Submit:
 - Financial documents from the previous year, including state of activities, balance sheet, and cash flow.
 - Potential recruitment and customer lists

These reports will be available at least two months ahead of their due date and will be accessible through the Chapter and Region Leader Community.

In the case that a component is not able to meet one of these obligations, the component and CSI national will work together to create a plan to become compliant.

Incorporation

The affiliation agreement requires components to be incorporated by defining the entity as a “nonprofit corporation” in the first paragraph.

Operating as an incorporated entity offers protection of the directors and officers of a component and the general membership. A component should be incorporated as a nonprofit corporation in the state(s) in which it is located. If a component operates in more than one state, the state having the most rigid law should be used. In preparing the necessary articles of incorporation and component bylaws, which includes any updates or revisions to bylaws, it is required that the component consult legal counsel experienced with non-profit, tax-exempt organizations within that state.

A Federal Employer Identification Number (FEIN) is required whether or not the component plans to have employees. Please note that incorporating as a non-profit corporation does NOT confer tax-exempt status; it simply denotes the business entity of the component.

Tax-Exempt Status

The affiliation agreement requires chapters and regions to be “...exempt from federal income tax under Section 501(c) of the Internal Revenue Code.”

Tax-exempt status is granted by the Internal Revenue Service (IRS), not through corporate status, and should start on IRS.gov. Components should seek professional assistance in obtaining tax-exempt status. The IRS will issue a determination letter identifying the tax-exempt status if an organization submits an IRS 1024 application. This is an important document for the component to keep, and copies must be provided to CSI National and third parties upon request.

Business Bank Account

Components must maintain a bank account in the name of the corporation. Articles of incorporation and the FEIN will need to be provided. It is NOT acceptable to commingle funds by using a personal account or the account of another business (i.e. your firm's) to conduct component business.

Update banking information, as needed. Email accounting@csinet.org for the next steps to securely share this information.

State and Federal Reporting and Filing Requirements

Most states require corporations to provide some sort of annual report, which identifies key changes in the corporation, including updates to the board of directors. Failure to file this annual report can result in the loss of corporate status and the protections it affords, and means that the organization is not compliant with the affiliation agreement.

IRS Form 990 must be filed annually.

Click here for more information about annual tax filings: <https://www.csiresources.org/chapterregionleaders/finance/irs-990-info>

Liability Insurance

As standalone business entities, all CSI chapters and regions should maintain a minimum protection level for the component's activities, officers, and members. Not having general liability insurance and directors and officers (D&O) insurance could expose elected leaders and officers to personal liability and the component itself to financial hardship in the event of a lawsuit.

Information about general liability and D&O insurance options available to chapters and regions is available here: <https://www.csiresources.org/chapterregionleaders/chapter-management/insurance>

Data and Privacy Policy

Privacy policies communicate how your component collects, uses, discloses, and manages data. This transparency helps build trust with website users by clarifying how their data is used. It is recommended that each component have a privacy policy in place.

Find a sample privacy and data policy here: <https://www.csiresources.org/chapterregionleaders/viewdocument/csi-sample-privacy-policy-for-chapt>

ORGANIZING AND MANAGING YOUR CHAPTER OR REGION

This section contains information on the following topics:

- Bylaws and Operating Policies
- CSI National and Chapter Membership
- Region Funding
- Chapter Boundaries
- CSI Fiscal Year
- CSI Brand Guidelines and Properties

Note: All submission dates and requirements are outlined at the end of the document in the ANNUAL SUBMISSIONS MATRIX section.

Bylaws and Operating Policies

Bylaws serve as the component's legal agreement with its members as to how the component is governed. Bylaws are not required or intended to define every aspect of the component's operations. Rather, they should address the legal requirements set forth by the state and allow for further definition in the component's policies.

Including unnecessary detail in the bylaws puts the component at risk, as failure to do something stated in the bylaws opens the component to legal action. Bylaws should be drafted in such a way to allow the component's board to act quickly to take advantage of opportunities and avoid damaging situations without the need for amendment. Legal counsel versed in non-profit law related to the state in which your component is incorporated should be consulted as part of any updates or revisions to the bylaws.

Operating policies govern the processes and procedures within the limits set by the bylaws, as well as the articles of incorporation and applicable law.

To better understand the difference between bylaws and operating policies, consult this resource on the Chapter and Region Leader Community: "[Bylaws and Policies: Primer](#)."

[Sample Bylaws](#) are available on the Chapter and Region Leader Community for reference.

Note: The affiliation agreement requires that the component's bylaws and/or articles of incorporation "will be reviewed by independent legal counsel experienced in non-profit law prior to the adoption of any amendments." If you need legal counsel, CSI has a partnership with a national law firm with a dedicated non-profit practice of attorneys familiar with laws in all 50 states. More information can be found here: <https://www.csiresources.org/chapterregionleaders/chapter-management/legal>.

CSI National and Chapter Membership

CSI membership includes benefits at the national and local levels. While a member has access to every CSI chapter as a CSI member, they affiliate with a specific “home” chapter of their choosing.

Only individuals, not firms and corporations, are eligible for membership in the national organization. There are five membership types:

1. Professional
2. Emerging Professional (*available only for 3 years*)
3. Student
4. Retired (*must be endorsed by a chapter president or the CSI board secretary*)
5. Emeritus (*must be endorsed by a chapter president or the CSI board secretary*)

CSI determines and collects membership dues and remits the chapter portion back to the chapter. No other form of membership dues may be assessed by the chapter. Other streams of revenue may be generated, just not by charging other forms of membership dues.

Members pay a standard price for CSI membership, with a portion of their dues allocated to each home chapter for each membership, as follows:

Member Type	Member Price	Chapter Allocation
Professional Member	\$375	\$100
Emerging Professional Member	\$200	\$50
Student Member	\$70	\$20
Retired Member	\$75	\$25
Emeritus Member and other honorary types	\$0	\$0

Termination of Membership

Membership will be terminated for any member whose dues remain unpaid 30 days after their membership expiration date. Membership can be re-established without lapse if dues are paid within nine months of the expiration date.

More details on the membership types can be found on the membership page: <https://www.csiresources.org/membership/membership>. Refer to the CSI Institute Bylaws for descriptions of membership classifications.

Region Funding

Regions receive funding from CSI National through the Region Allocation Program (RAP). The RAP allocates 7% of the national dues amount for every member whose primary address is located within the region's boundaries. For example, the national dues rate for a professional member is \$275, so \$19.25 is distributed to the region. Funds are distributed monthly.

Chapter Boundaries

Every zip code in the US is covered by a chapter, so there are no gaps in geographic coverage. The CSINext chapter is a virtual chapter that serves international members who live outside of the US and other members within the US who choose to call the chapter "home."

Component boundaries are here: <https://www.csiresources.org/chapterregionleaders/member-management/realignment-simplifieddues/chapter-boundaries>

Note: In accordance with the affiliation agreement, components may promote their operations via the internet but may not operate in another component's authorized geographic area without that component's prior written consent.

CSI Fiscal Year

CSI's fiscal year begins on July 1 and ends on June 30. The national organization, regions, and chapters operate within this timeframe for operational and fiscal requirements. All terms for directors and officers and due dates for financial, accounting, and reporting requirements are established in this timeframe. This is also referred to as a "chapter year."

CSI Brand Guidelines and Properties

CSI created and promotes a distinguished family of trademarks, service marks, and certification marks ("CSI marks") well known and respected by those in the architecture, engineering, construction, and owner (AECO) community. These marks—together with CSI's copyrighted standards, educational materials, certification testing, and related intellectual properties—make up the CSI brand.

Chapters and regions are required to use and show the CSI marks uniformly and consistently. Guidance is available through the CSI Brand Guideline here: <https://www.csiresources.org/chapterregionleaders/brand-guide>

Component-specific logos are available to each component here: <https://www.csiresources.org/chapterregionleaders/marketing/logos/region-logos>

Note: In accordance with the affiliation agreement, components must use all properties in accordance with the CSI Brand Guidelines and must receive approval to alter component logos in any way. Components are also asked to notify CSI National if they become aware of any CSI marks that are being misused.

IMPORTANT DATES

Deadlines	Date
New Fiscal Year Begins <small>*At the new year, CSI recommends component review if and when its state filing reports are due.</small>	July 1
Annual Check-In Report Due	September 30
IRS Form 990 Due <small>*Due date for most chapters and regions</small>	November 15
Begin Recruiting Officer and Leaders for Next Fiscal Year	January 15
Officer and Leader Roster Report Due <small>*Must be submitted even if roster remains same</small>	31-May
End of Fiscal/Chapter Year	30-Jun

Note: Reports will be available at least two months ahead of their due date and will be accessible through the Chapter and Region Leader community.

APPENDIX A

Additional Reference Materials

- **Becoming an Even More Welcoming Chapter Guide:** <https://www.csiresources.org/chapterregionleaders/viewdocument/becoming-an-even-more-welcoming-csi?CommunityKey=3c260f01-ae48-4802-8ee9-10d54a1edbd&tab=librarydocuments>
- **Brand Guide:** <https://www.csiresources.org/chapterregionleaders/brand-guide>
- **Board Leader Training:** <https://www.csiresources.org/chapterregionleaders/training-help/board-leadership-training>
- **Chapter Boundaries:** <https://www.csiresources.org/chapterregionleaders/chapter-boundaries>
- **Chapter Microsites and Communities:** <https://www.csiresources.org/chapterregionleaders/marketing/sites-communities>
- **Chapter and Region Leader Planning Checklist:** <https://www.csiresources.org/chapterregionleaders/chapter-management/planning-checklist>
- **Chapter and Region Leader Website:** <https://www.csiresources.org/chapterregionleaders>
- **Chapter and Region Map:** <https://www.csiresources.org/communities/components>
- **CSI Affiliation Agreement:** <https://www.csiresources.org/chapterregionleaders/affiliation-agreement>
- **CSI Bylaws:** https://higherlogicdownload.s3.amazonaws.com/CSIRESOURCES/b00cc178-1ca0-4e36-aeae-82edcd55c99c/UploadedImages/Governance/CSI_Bylaws_Approved_2020_New_Logo.pdf
- **CSI Diversity, Equity, and Inclusion:** <https://www.csiresources.org/institute/deandi>
- **Insurance Support:** <https://www.csiresources.org/chapterregionleaders/chapter-management/insurance>
- **IRS 990 Support:** <https://www.csiresources.org/chapterregionleaders/finance/irs-990-info>
- **Legal Support:** <https://www.csiresources.org/chapterregionleaders/chapter-management/legal>
- **Sample Privacy Policy:** <https://www.csiresources.org/chapterregionleaders/viewdocument/csi-sample-privacy-policy-for-chapt>

APPENDIX B

Sample Affiliation Agreement

THE CONSTRUCTION SPECIFICATIONS INSTITUTE, INC. CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement is made effective the ____ day of _____, 2022 (“Effective Date”), between The Construction Specifications Institute, Inc. (“CSI”), a Maryland non-profit corporation, with offices at 123 N. Pitt Street, Suite 450, Alexandria, Virginia 22314 and _____ Chapter (“Chapter”), a _____ nonprofit corporation, located at _____.

WHEREAS CSI is a nonstock, nonprofit corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code, whose purposes are to advance building information management and education of project teams to improve facility performance;

WHEREAS CSI owns, uses and licenses others to use certain copyrighted works, trademarks, service marks, certification marks, trade names, and domain names throughout the United States and other countries, including CSI® (collectively, “CSI Properties”); and

WHEREAS Chapter is a legal entity in good standing exempt from federal income tax under Section 501 (c) of the Internal Revenue Code that has applied to CSI for status as a chapter of CSI and is a chartered chapter organization of CSI and an organizational member of the entity (“Region”) designated by CSI to support the Chapter’s activities. Chapter members are individual persons and members of CSI that designate a chapter to which they belong (“home chapter”).

WHEREAS Chapter will advance the objectives of CSI in accordance with Chapter’s tax-exempt purpose and CSI governing documents.

NOW, THEREFORE, in furtherance of the mutual promises and consideration in this Agreement, the parties agree as follows:

1. GRANT OF CHARTER

1.1 Charter. CSI, in accordance with its sole authority provided by the CSI Bylaws, hereby grants a non-exclusive, revocable charter to Chapter to be a chapter of CSI. Chapter shall be authorized to identify itself as a chapter of CSI and with authority to use such designation in connection with the activities authorized in this Agreement, subject to the terms and conditions in this Agreement.

1.2 Territory. Chapter is authorized to conduct activities from and within the defined geographic area specified in Attachment A (“Territory”).

2. OBLIGATIONS OF CSI. CSI will:

2.1 Provide to Chapter CSI's standard policies and procedures related to Chapter governance, including sample bylaws, Chapter formation, termination or merger, and maintenance.

2.2 Grant to Chapter a limited, non-exclusive, royalty-free, non-transferable license to use the CSI Properties that CSI provides to Chapter on and in connection with Chapter's activities, in compliance with CSI's branding guidelines ("Guidelines"), and for other Chapter-proposed uses that CSI preapproves.

2.3 Provide leadership training and resources to Chapter based on availability and subject to CSI's sole discretion.

1.4 Provide the following information support to Chapter subject to CSI's current capabilities:

- A. Maintain backup copies of Chapter enabling documents.
- B. Provide contemporaneous Chapter membership roster data detailing Chapter membership.

1.5 Provide the following benefits as determined by CSI in its sole discretion:

- A. Promote the value of Chapter to broader audiences and provide supporting materials to enable membership marketing.
- B. Provide referrals to service providers (e.g., insurance, legal) for Chapter to use at its own expense.
- C. Provide platforms so Chapter can promote local events to a broader audience.
- D. Produce and maintain community platforms enabling Chapter members to communicate and collaborate.
- E. Provide to Chapter certain administrative services. Set membership dues rates and regularly update Chapter on updated dues rates. Collect Chapter membership dues and remit to Chapter portion of membership dues collected.
- F. Develop and regularly update data policies in compliance with applicable regulations and laws. Provide to Chapter each updated data policy.
- G. Develop and maintain guidelines and policies related to support of credentialing and learning, especially as it affects Chapter.
- H. Provide Chapter roster data to CSI Regions.

3. OBLIGATIONS OF CHAPTER. Chapter will:

3.1 Attest and document that the Chapter and any subsidiary or related entities (i.e., foundation) are in good standing to conduct business within their geographic border.

3.2 Provide to CSI contemporaneous copies of Chapter's Bylaws, Articles of Incorporation or business license, and IRS determination letter of tax-exempt status if applicable ("Enabling Documents").

3.3 Attest and document that the Chapter's Enabling Documents will be reviewed by independent legal counsel experienced in non-profit law prior to adoption of any amendments.

3.4 Provide Chapter's annual financial statements Statement of Activities, Balance Sheet, and Cash Flow Statement. Provide copies of Chapter's tax returns upon request.

3.5 Acknowledge that membership dues are determined and collected by CSI, and the Chapter portion remitted to the Chapter by CSI, and that no other form of membership dues may be assessed.

3.6 Annually submit to CSI a list of its Chapter Officers and Board of Directors, along with contemporaneous contact information. Provide to CSI all Chapter finance, accounting, or legal contacts upon request.

3.7 Use only the forms of CSI Properties that CSI provides to Chapter, only in compliance with the then-current Guidelines and only in connection with Chapter's services. Chapter will get CSI's written approval before Chapter: 1) alters any CSI Property or CSI-provided CSI-Chapter logo; 2) creates materials or promotions using the CSI Properties; or 3) allows any third party to use a CSI Property. This paragraph survives Agreement termination or expiration.

3.8 Acknowledge that CSI owns the CSI Properties during and after the Term and that nothing in this Agreement or Chapter's use of the CSI Properties gives Chapter any ownership rights in the CSI Properties. Chapter will immediately notify CSI when Chapter becomes aware of any third-party infringements of the CSI Properties, and will, at CSI's request and expense, assist CSI in defending the CSI Properties. Chapter's acknowledgement in this paragraph survives Agreement termination or expiration, and Chapter's notification and assistance obligations in this paragraph survive for three years after Agreement termination or expiration.

3.9 Align with CSI's mission and related policies to the extent applicable, and with CSI policies as those policies may relate to content and promotions. Chapter may promote its operations via the Internet, but may not operate in another Chapter or Region's authorized geographic area, as such has been determined by CSI, without that Chapter or Region's prior written consent.

3.10 Provide to CSI, subject to CSI's and Chapter's then-current data privacy policies, lists of potential members and potential customers ("Lists") in order to facilitate recruitment and customer service efforts. In receiving these lists, CSI acknowledges that Chapter: 1) may withhold information subject to opt-out restrictions; and 2) does not guarantee or warranty the accuracy of List information.; 3) will advise CSI that individuals on the list have opted to restrict or stop CSI's use of their information.

3.11 Secure Directors & Officers Liability Insurance and General Liability insurance at levels appropriate for Chapter's assets, operations, and activities.

3.12 Provide to CSI Chapter's banking information to send and receive electronic payments for purposes of ensuring timely payments and reconciliation. Chapter also agrees to review and update this information annually.

3.13 Each party acknowledges that all non-public information provided by one party (as a “Provider”) to the other party (as a “Receiver”) is considered proprietary and confidential (“Confidential Information”). Receiver must: a) maintain the confidentiality of the Confidential Information during and after the Term; b) keep all Confidential Information in a secure place; c) not use Confidential Information for any purpose other than performing the obligations under this Agreement; d) obtain Provider’s prior written approval before disclosing Confidential Information to any third party; and e) return to Provider all Confidential Information, including all copies, when Provider requests or upon Agreement termination or expiration. Confidential Information does not include information that Receiver can show that Receiver knew on a non-confidential basis before it was disclosed to Receiver; is in the public domain through no breach of this Agreement or other wrongful act; was rightfully received on a non-confidential basis from a third party without breach of this Agreement; or Provider approved for release. This Section survives for five years after Agreement termination or expiration.

4. SEPARATE ENTITIES. CSI and Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other.

5. INDEMNIFICATION. Each party (“Indemnifying Party”) will indemnify and defend the other party, its affiliates, directors, advisors, agents, members and employees (each an “Indemnified Party”) from liability, damages and expenses (including reasonable attorneys’ fees) arising out of third party claims related to the Indemnifying Party’s: 1) business activities unrelated to the relationship created by this Agreement; 2) obligations under this Agreement; 3) breach of this Agreement; or 4) untrue representations and warranties in this Agreement, unless such liability, loss, damage, claim or expense is attributable to the Indemnified Party’s gross negligence or willful misconduct. To receive the benefits of this paragraph, the Indemnified Party must give the Indemnifying Party prompt written notice of the applicable liability, loss, damage, claim or expense and cooperate with the Indemnifying Party as the Indemnifying Party requests.

6. TERM AND TERMINATION.

6.1 Term. This Agreement begins on the Effective Date and continues for a period five (5) years after the Effective Date (“Term”) unless terminated sooner as provided below. This Agreement will automatically renew for an additional Term unless either party gives ninety (90) days written notice of the intent not to renew.

6.2 Termination. Either party may terminate this Agreement a) without cause or further liability by sending to the other party 90 days’ written notice; or b) sending to the other party written notice of a breach of this Agreement and if the other party fails to fully cure such breach within thirty (30) days of receiving notice of that breach from the non-breaching party, then the Agreement shall terminate following the end of the notice period under this subsection.

6.3 On Agreement expiration or termination, the relationship in this Agreement immediately ends. Each party must stop using the other party’s properties and Confidential Information and return each to their owner or Provider. All Section 6 survives the Agreement’s expiration or termination.

7. MISCELLANEOUS.

7.1 This Agreement constitutes the entire Agreement between CSI and Chapter with respect to the subject matter hereof. CSI and Chapter shall comply with all applicable laws, rules, and regulations in the performance of their own obligations in this Agreement.

7.2 **Dispute Resolution:** If a dispute arises out of or in connection with this Agreement, a party will give the other party notice of that dispute ("Dispute Notice"). If the parties are unable to resolve the dispute through amicable and confidential negotiation within 60 calendar days (or a longer period as the parties may agree) of the date of the Dispute Notice, the parties will submit the dispute to final and binding arbitration to be conducted privately and confidentially in Alexandria, Virginia, or as otherwise mutually agreed to by the parties, by a single arbitrator who is a member of the panel of former judges that makes up the Judicial Arbiter Group ("JAG"), any successor of JAG, or, if JAG or any successor is not in existence, any entity that can provide a former judge to serve as arbitrator. The award rendered by the arbitrator will be conclusive, and judgment on the award may be entered in any court having jurisdiction. This paragraph will not prevent a party from seeking equitable, injunctive, or emergency relief from a court of competent jurisdiction to preserve the status quo or to prevent irreparable harm pending final determination of the arbitration. The prevailing party in that action will be entitled to seek recovery of its reasonable attorneys' fees, costs, and expenses in addition to any other damages.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the parties hereby grant exclusive jurisdiction to the courts thereof. This Agreement may be amended only by a writing executed by both parties. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

7.4 This Agreement shall inure to the benefit of CSI, its successors and assigns, and CSI may assign all or any portion of this Agreement and its duties hereunder upon written notice of any such assignment. Chapter may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of CSI.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

**THE CONSTRUCTION SPECIFICATIONS
INSTITUTE, INC.**

Marvin Kemp, FCSI
Chair, CSI Board of Directors
123 N. Pitt Street, Suite 450
Alexandria, VA 22314

CHAPTER: _____

NAME: _____
CHAPTER TITLE: _____
CHAPTER ADDRESS: _____

ATTACHMENT A

The following zip codes comprise the geographic area and related boundaries of Chapter's Territory:

