

Compilation of Comments and Responses
CSI Chapter and Region Leader Affiliation Agreement Briefing Held 2/25/22

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 nonprofit corporation, with offices at 123 N. Pitt Street, Suite 450, Alexandria, Virginia 22314 and _____ Chapter (“Chapter”), a _____ nonprofit corporation, located at _____.

No feedback received

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; **No feedback received**

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 **No feedback received**

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”). **No feedback received**

WHEREAS Chapter will advance the objectives of CSI in accordance with Chapter’s tax-exempt purpose and CSI governing documents. **No feedback received**

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.

Helaine K. Robinson: What happens to our existing bylaws?

Sheryl Dodd-Hansen: If the existing charters remain, why does it say "hereby grants"? It would be clearer if it said "hereby affirms"

RESPONSE:

Existing Bylaws remain in place and can be amended, if needed, to reflect the current operational and practical needs of the Chapter or Region. Current and revised versions should be copied to CSI for its files.

This document is intended also as a forward-thinking agreement and contemplates future relationships where a charter may not yet exist. As far as previous “grants” are concerned, this clarifies and expands on original charters. And it avoids any complications should the original charters not be able to be located (which is the case for several Chapters). Whether currently existing or not, the Chapter or Region comes away with a charter, and any verifiable charter will be recognized back to the original start date. The Agreement clarifies that charters are non-exclusive and can be revoked.

1.2 Territory. Chapter is authorized to conduct activities from and within the defined geographic area specified in Attachment A ("Territory"). **No feedback received**

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.

Robert More: Are chapters being required to adopt new bylaws in accordance with the sample bylaws?

RESPONSE:

No. However, CSI encourages Chapters and Regions to maintain bylaws that support the current operational and practical needs of that Chapter or Region.

Steven Groth: A previous response said that chapters do not need to update their bylaws, but the Agreement contradicts the bylaws of many of the chapters in a number of areas, particularly in who sets the dues. It seems that chapters can't sign the Agreement until after bylaws are changed.

RESPONSE:

We've not seen any language in Bylaws that prevents a Chapter or Region from signing the agreement, and local Bylaws can be amended if need be. If there is a specific example of bylaws language that contradicts the Agreement or vice versa, we are happy to review and provide comments.

Viesturs Ule: Are the sample bylaws different from what has been done in the past?

RESPONSE:

Sample Bylaws will be provided for Chapters to consider using as a reference. The target date to provide these samples is April 1, 2022. No one is being required to change their Bylaws.

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.

Beth Stroshane: Article 2.2 how long will it take to get approval and what is allowed?

Adam Olson: 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. Does this mean we need to have Website reviewed that are hosted by other platforms and tradeshow materials?

RESPONSE:

This Section generally requires that a Chapter or Region's use of any CSI copyrighted works, trademarks, service marks, certification marks, trade names, and domain names should meet CSI's branding guidelines available [here](#). To the extent a website may use any of the CSI Properties described above, only that specific use needs to be reviewed.

A full review of a website would not be something that is generally required under this Section. Requests for review are typically turned around in a matter of days. Providing a sample of the proposed use is generally sufficient. This is always going to sound like so much work for a licensee, but in practice CSI can be efficient and approve swaths of uses like campaigns and education materials.

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

Adam Olson: In section 2.3 in the "affiliation Agreement Feedback and Responses" It states: Tax returns are available on request or to the public at large via GuideStar. To see the Tax Return we have to pay for GuideStar, how can we request this? In one of the documents it was stated CSI National Tax Returns can be viewed on GuideStar. Any look into this?

RESPONSE:

The idea of paying for Guidestar (www.guidestar.org) is incorrect.

From the GuideStar website: A GuideStar account gives you free access to even more nonprofit information, including Organization's full address and contact information, and up to three years of Forms 990.

CSI is proud to be GuideStar compliant and holds Guidestar's [Gold Seal of Transparency](#) for 2021.

CSI's Guidestar profile can be found at <https://www.guidestar.org/profile/53-0242938>.

Past 990's can also be obtained for free from the IRS via its website at <https://apps.irs.gov/app/eos/>.

Will v. Must/ "Subject to Availability:

Beth Stroshane: If CSI national is provided flexibility in the agreements why are the Chapters and regions not provided the same flexibility in the agreements?

Gregg Jones: 2.3 & 2.5 why does institute get to operate at its "sole discretion"?

Steven Groth: Part 2 is really not "obligations" of CSI. Every "obligation" is qualified with "subject to CSI's sole discretion," "subject to CSI's current capabilities," or "in its sole discretion." There are no such similar qualifiers on the obligations of the chapters. Why the disparity?

Susan Lee: We are looking for more specific language as a promise that National makes to its Chapters. There are no current National promises to the Chapter if the language is allowed to be qualified, "in its sole discretion" "to the best of its ability". Can you imagine if we permitted a construction contract in this manner? We could not be certain that the building would ever get built.

Thad Goodman: why so much ambiguity in language- support options " based on CSIs sole discretion"

RESPONSE:

While a Chapter or Region is only obligated through this Agreement to one entity—which is CSI—CSI is obligated to many entities. The comparisons to construction contracts assume that the goals of those construction contracts are similar to the goals of this Agreement; that is not the case. It makes more sense to allow CSI flexibility to determine how to support a specific Chapter or Region or the CSI community as a whole because of the multiple Chapters and Regions CSI must support.

What CSI has done with its obligations section is put in writing items beyond the fundamentals. This includes items such as [programming and marketing support](#) through the Dynamic Chapter Program, [leadership training](#), billing systems, providing [roster data](#), providing support staff, promoting member value, [including resources to promote the value of CSI](#), offering Chapter and Region [microsites](#), and providing [legal](#) and [insurance](#) resources that were never formal obligations of CSI to Chapters or Regions. These evolved over time informally and now CSI is contractually committing to these obligations within the scope of the budget and resources available to do so.

The practical reality is that Chapters and Regions that desire to be affiliated with the CSI brand operate subject to the purview of CSI, while CSI, through its member-elected Board, has the sole legal authority to determine how CSI, and any entity choosing to associate with the CSI mission and represent the CSI brand, will operate. The flexibility provided in this Agreement reflects the nature of the relationship between Chapters/Regions and CSI. By default, Chapters and Regions cannot have the same flexibility as CSI, because Chapters and Regions have no inherent rights under applicable law to the CSI name, reputation and goodwill and therefore cannot operate within the CSI community using only the Chapter or Region’s “sole discretion.”

- 2.4 Provide the following information support to Chapter subject to CSI’s current capabilities:
 - A. Maintain backup copies of Chapter enabling documents. **No feedback received**
 - B. Provide contemporaneous Chapter membership roster data detailing Chapter membership. **No feedback received**
- 2.5 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. **No feedback received**
 - B. Provide referrals to service providers (e.g., insurance, legal) for Chapter to use at its own expense. **No feedback received**
 - C. Provide platforms so Chapter can promote local events to a broader audience. **No feedback received**
 - D. Produce and maintain community platforms enabling Chapter members to communicate and collaborate. **No feedback received**

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.

Adam Olson: Section 2.5, E - Provide administrative services to support Chapter along with related policies, to include setting the membership dues rate as well as the collection of membership dues and remittance of the Chapter portion of membership dues to the Chapter. In the response it says "...unified dues structure is put in motion for the benefit of everyone and is not intended to address each specific chapter or region's unique circumstances." What is the benefit to everyone that outways the issues faced by individual chapters?

Alan Turner: In section 2 the primary issue is the seizure by national of setting the dues for all chapters. The loss of local control for setting a local dues rate is devastating. The loss in revenue to the local will result in changes to local events and members will be lost.

Jon Willis: How will dues sharing between National and Chapters be determined in the future? Should that be addressed in this Agreement?

RESPONSE:

As of June 2021:

Professional memberships on average, were \$355 a year.

- \$275 national dues
- Chapter dues average \$80, but range from \$0- \$190
- 4,876 Professional Members, 127 chapters
- 31 chapters (24%) charge \$0-40
 - 950 (19.5%) Professional Members
- 44 chapters (35%) charge \$41-\$80
 - 1488 (30.5%) Professional Members
- 24 chapters (19%) charge \$81-\$120
 - 1065 (21.8%) Professional Members
- 28 Chapters (22%) charge \$121-\$190
 - 2068 (42.4%) Professional Members

There is no apparent rationale to explain the wide variance of Chapter dues. From a consumer standpoint, dues are unnecessarily complex and confusing.

By fixing this problem, CSI reduces the barriers to entry by making it easier to join and creates a clear message about the value of membership.

Complications: Meals Are Sometimes Included in Dues

51 chapters (39%) include meals as part of Chapter dues. This creates disparity and inconsistency among members and member value from dues. Meals are a product that can be added on separately and are not a deductible expense. We receive feedback that members resent being forced to pay for a product they do not use.

This commingling of dues with other products creates inconsistency and confusion about the value of membership among the different Chapters.

Additionally, Chapter dues amounts do not currently correlate to Chapter size, which makes the value a member receives from one Chapter to another even more confusing.

The graph below illustrates the relationship—or lack thereof—between dues charged (*orange dots*) to the size of chapters (*blue dots*). The blue and orange dots align for each chapter along the Y axis. The red box highlights the range of dues for chapters with 50 members or less.



Chapters often base event pricing based on whether one is a member of the Chapter, not a member of CSI. This creates a focus on belonging to a Chapter, and not belonging to CSI and participating in the larger community.

Chapter dues are publicized next to each other. The difference in price between DC Metro and Northern Virginia is \$50. The difference between these two chapters and Central Virginia is \$85 to \$140. The difference between Dallas and Fort Worth is \$15. The difference between Portland and the Willamette Valley is \$25.

A unified dues structure simplifies buying decisions for new and renewing members, focuses on the value of dues tied to specific, universal member benefits, and is easier to administer.

- F. Develop and regularly update data policies in compliance with applicable regulations and laws. Provide to Chapter each updated data policy. **No feedback received**
- G. Develop and maintain guidelines and policies related to support of credentialing and learning, especially as it affects Chapter. **No feedback received**
- H. Provide Chapter roster data to CSI Regions. **No feedback received**

3. OBLIGATIONS OF CHAPTER. Chapter will:

COMMENT: Some leaders have expressed concern that their region or chapter would not be compliant with the agreement on the date signed or by June 30. The agreement does not require these provisions be met as of the signing date. The agreement is a good-faith effort to see that these steps are taken and, if the region or chapter is unable to meet the requirements immediately, work with CSI and enact plans to meet the requirements. Compliance with these provisions may take time to complete and the Chapter or Region is afforded that time. Each Chapter or Region should meet the requirements by June 30, 2023. More information on reporting compliance will be available on the Chapter and Region leader website by June 1, 2022.

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.

Jon Willis: For chapters located in multiple jurisdictions (such as the Denver Chapter whose new jurisdiction includes Wyoming), is the intent of this article that the Denver Chapter would have to be legally formed both in Colorado and Wyoming? (We don't want to do this and language should be massaged to cover these circumstances such as say "primary geographic location".)

RESPONSE:

Each Chapter or Region needs to be a valid, legal entity in at least one state, but not more than one state. However, if a Chapter or Region conducts activities within a state other than the state in which it is legally formed, it may be subject to that other state's business registration requirements. The need to register will depend on that other state's laws and your particular activities within that state. You may not need to do anything, but you should not presume to be in compliance. Your attestation should be based on a reasonable understanding of the requirements in the states where you conduct activities. It can be difficult to know just what the requirements may be so, if you're uncertain, you should check with your attorney or accountant.

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"). **No feedback received**

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.

Randy Davis: Can you speak to this? 3.3 Attest and document that the Chapter's Enabling Documents have been reviewed by experienced legal counsel and will be at least every five years.

RESPONSE:

The obligation here is to have Enabling Documents reviewed *prior* to any changes.

There is no requirement to have the Enabling Documents reviewed if there are no changes or, as a general matter, on an ongoing basis. The provision to review every five years was removed in the current draft. Chapters and Regions can submit their current Bylaws without any additional review, if no changes are made after execution of this Agreement.

The requirement is that legal counsel review prior to adoption of changes going forward.

Tom Scriven: regarding 3.3. are we recommending that the chapters engage with counsel and do you have any starter documents to help us explain what the process and what is actually needed. What is the recommendation regarding section 3.3? Are we saying the chapters need to have documents reviewed by counsel and what documents can you provide to us to get this process started.

Steven Groth: Requiring the chapters to retain legal counsel and conduct mandated reviews seems like it could be a very onerous requirement, especially for smaller chapters. Why doesn't the Institute make this counsel available to the chapters? There are similar concerns with providing certain insurance, and indemnify the Institute.

Anonymous Attendee: There was some concern about a section that referred to chapters and regions reviewing documents with a lawyer every 5 years or so What would your firm charge for this service?

RESPONSE:

The Affiliation Agreement only requires legal review "prior to adoption of any amendments" (*section 3.3*) to the Chapter or Region's Enabling documents. There is no express requirement to conduct a legal review on an ongoing basis or when there are no changes.

If a Chapter or Region is unable to find local non-profit legal counsel, CSI's counsel (Whiteford, Taylor & Preston LLP) offers essential legal resources like review of compliance documents. More information is here: [Chapter and Region Legal Resources](#).

Insurance resources are [available here](#).

Sound and responsible governance of a nonprofit, tax exempt organization requires a certain amount of diligence even if onerous and regardless of the size of the organization. Failure to observe the required diligence has resulted in cases of Regions and Chapters being closed without notification by regulators, banks closing accounts because of tax-exempt status, and the misuse of finances. The requirements related to legal counsel, insurance, and indemnification being asked of a Chapter or Region are common practices used by nonprofit Boards to mitigate organizational risk as a governing body and personal risk as an individual volunteer.

Bill Rains: From previous comments, I was informed that each chapter should have a law firm review the agreement. Is this necessary to confirm with laws of each state? Is it required? Thanks

RESPONSE:

State and federal laws do not specifically require legal review or assistance, but it is generally understood and a widely accepted practice to use legal counsel to ensure compliance with applicable law. Expert legal and financial advisors are useful and, in many cases, critical, pieces of a properly managed corporate entity.

Qualified legal counsel can provide guidance on what state and federal laws, rules and regulations with which a Chapter or Region need to be familiar. Appropriate financial advisors can provide guidance on proper financial controls and procedures.

Any nonprofit Board is responsible for being reasonably familiar with the laws and regulations of the state in which it operates, as well as any applicable federal laws, rules, and regulations. As the saying goes, "ignorance is no defense..."

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.

Beth Stroshane: Article 3.4 what is the purpose of requiring financial statements? What is the purpose of 3.4? Does the National oversight imply they will provide financial support?

Viesturs Ule: It's in 3.4 Have some chapters had financial difficulties or worse?

RESPONSE:

Operating a legal, corporate entity without appropriate financial procedures such as regular financial statements could potentially be considered negligence and a breach of a Board's legal, fiduciary duty. This provision is not about oversight of a Chapter or Region by CSI, but rather oversight by a Chapter or Region's Board of its own organization. The financial documents provided to CSI are common documents that a corporate entity should be preparing for itself and not CSI. Provision of these documents to CSI meets a reporting need for CSI, not an oversight need. Any financial and legal oversight rests primarily with a Chapter or Region's Board who are and will be held responsible under state and federal law for appropriate governance of the organization. Failure to observe the required diligence has resulted in cases of Regions and Chapters being closed without notification by regulators (requiring a re-application process), banks closing accounts because of failure to maintain reporting or currency of tax-exempt status, and misuse of finances.

Reporting is not the same as "oversight." Chapter and Region Boards are responsible for the oversight of their respective associations. Since dollars flow to Chapters and Regions from the national organization in a direct business relationship as related entities (and not the other way around), it is reasonable and required under CSI's federal tax-exempt status to ensure that member dollars are going to the intended purposes which are the basis for receiving tax-exempt status.

Enabling documents and contemporaneous financial reports are important corporate documents that should be handled in accordance with best practices, and are common expectations of corporate entities, whether for-profit or nonprofit and regardless of size, by regulatory agencies, donors, grantors, members, and the public at large. Furthermore, these are related to the legal, fiduciary responsibilities of Board members (Duty of Care and Duty of Obedience).

These reports are what a Board of Directors would review on an annual basis at a minimum as part of the budget process. CSI is not asking for input into the financials and will not have direct oversight or decision making as to how the Chapter makes financial decisions.

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

Beth Stroshane: 3.5: there is a prohibition of separate dues. Why are there new restrictions?

RESPONSE:

Beginning on July 1, CSI is moving to a new, single dues structure for the reasons described in the responses above. Information on the transition to a one-dues structure can be found on the [Chapter and Region leader website](#) and elsewhere in this document.

David Proudfit: Mark, you said we could still charge for dinners. But if we don't charge for chapter members, we can't charge for CSI members outside the chapter, correct?

RESPONSE:

As the CVTF puts it, meals are meals and dues are dues. Anything else a Chapter wants to include is up to the Chapter and should not be comingled into dues. Nothing in CSI's policies or the Affiliation Agreement prohibits charging for meals, or subsidizing meals. However, if you offer a member and non-member rate for meals, the rate for members should apply to *all* CSI members, not just the members of that Chapter.

Gregg Jones: 3.5 Institute bylaws state "Institute dues for each membership classification are set by the board" How does that permit Institute to set chapter dues?

Thad Goodman: how can a separate entity have jurisdiction over financial assets of another?

RESPONSE:

From the previous consolidated responses:

CSI's Bylaws and applicable law allow CSI to define the terms and conditions by which a Chapter or Region may be affiliated with CSI. These terms and conditions can include any requirements that further the purpose and mission of CSI, contribute to efficient operation of National/Chapter programs, and are not prohibited by law.

Setting terms and conditions with respect to Chapter dues is common for national associations with chapters, since national associations may dictate how affiliate organizations operate under the national association's umbrella.

Of course, Chapters are separately incorporated and do have the inherent right to set their own dues, membership categories, programs, etc., if unaffiliated with any particular national organization. However, as a CSI Chapter having a license to use the CSI brand and operate within the CSI program of activities, it is expected that the chapter would organize and operate its activities in a manner consistent with CSI requirements for chapters. The charters and Article VIII of the Bylaws specifically reinforce this point:

- Section 1 Definition of Chapters: "Chapters shall be local associations chartered by the Board *to further the purposes to which the Institute is dedicated*, and shall consist only of members of the Institute in good standing."
- Section 3. Establishment of Chapters
 - "a. The Board is authorized to charter a chapter in any area within the domain of the Institute, thereby conferring on said chapter the right to use the name and seal of the Institute and to be known as an affiliate chapter of the Institute; provided, however, such chapter agrees to abide by the regulations and requirements for the conduct of

chapters of the Institute as provided in these Bylaws *and as adopted from time to time by the Board.*

- “b. Issuance of a charter shall be contingent upon approval by the Board of the proposed chapter’s bylaws. The Board shall accept and approve only those proposed chapter’s bylaws which are consistent with the provisions of the Institute’s Certificate of Incorporation and the Institute’s Bylaws.”
- Section 5. Withdrawal of Chapter Charters: “The Board is authorized to withdraw from any chapter its charter for being unable to meet the requirements of these Bylaws or for being unable to maintain a membership of not less than 8 Professional Members in good standing or for any conduct or action of the chapter in the opinion of the Board prejudicial to the welfare, interest or character of the Institute...”
- From CSI Charters: “Charter to XXXX Chapter, whose members have complied with the Institute Bylaws governing the establishment of a chapter, and hereby entitled to all of the privileges granted to Chapters.”

So, if Chapters want to be affiliated with CSI and benefit from the national network and staff/volunteer support and programming, the individual Chapters would have to agree with the applicable terms and conditions, including with respect to dues.

Therefore, a Chapter is free to set its own dues if it remains *unaffiliated* with the CSI network of chapters. However, once a Chapter decides to affiliate with CSI, it must comply with the terms and conditions set forth for CSI Chapters as a matter of contract law. This includes any terms and conditions related to Chapter dues.

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. **No feedback received**

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.

Beth Stroshane: If chapters or regions make teaching materials from practice guide who owns it?

How do we get CSI's permission? The tests are on a book. We have to copy text for it to make sense. Does CSI institute have the bandwidth to field the requests for use of intellectual property in a timely manner

RESPONSE:

It is in CSI's interest to support learning opportunities offered by Chapters or Regions. This is an important local connection to the professional, and to the mission of CSI. And we are committed to making this process as easy and efficient as possible. More consistent processes to accomplish these tasks will be put in place in the near future. For now, interested parties have been reaching out to CSI's marketing teams to secure permissions.

The Chapter or Region must get CSI's prior written approval to use any CSI Property in their teaching materials (e.g., CSI trademarks, excerpts from CSI copyrighted materials like the Practice Guides or MasterFormat® et. al.). As context of use will be important, the Chapter or Region will need to send to CSI a draft of the completed proposed teaching materials before publishing those teaching materials. CSI will look at those materials and, if necessary, provide corrections or its approval.

The Chapter or Region will own the resulting teaching materials but will not own the CSI Properties in those materials. This means that the Chapter or Region may use their teaching materials (or even sell them to users), but that the Chapter or Region may not grant to any third-party permission or license to use the CSI Properties in those materials.

It is worth noting that these requirements were enforceable prior to the creation of this Agreement and aren't a result of this Agreement. These are principles of intellectual property law that protects works created by CSI and its members.

Jon Willis: I have been told that it is not CSI's intent to review every piece of marketing material produced by a chapter. However, Item 2 seems to state something else. Language of article needs to align with true intent.

RESPONSE:

In practice, CSI can be efficient and approve swaths of uses like campaigns and education materials and has the capacity to do so.

From a legal point of view, a licensor such as CSI has a duty to protect its marks or risk waiving any legal protections it may have for those marks. This may sound like so much work for a licensee, but this is a common and important practice for licensors of intellectual property.

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.

Viesturs Ule: 3.8-Board members may balk at being on the hook for three years.

RESPONSE:

This is a very unlikely worst-case scenario. The notification and assistance obligations in this provision are neither burdensome nor unreasonable and only apply to the directors and officers in charge during those three years after termination. An officer or director would only be subject to this obligation for three years if they remain a director or officer during the entire three years the obligation survives.

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.

Robert Moore: RE: article 3.9. That is not how that clause reads. Please be cognizant that all chapter boards are volunteer.

Gary Beimers: Need some clarification 3.9 in the context of our virtual world, are Chapters prohibited from offering virtual programs or education that could be attended by someone outside their assigned territory.

Jon Willis: Should Article 3.9 include a definition of what it means to "operate"? Does sending an email to someone in another Chapter area constitute operating?

RESPONSE:

Almost all nonprofit boards, including Chapter, Region, and National boards, consist of volunteers. So everyone involved should be well-versed and familiar with the volunteer aspect of nonprofit Board governance. We trust that volunteers are cognizant of their legal duties of care, loyalty, and obedience ([Fiduciary Responsibilities of a Nonprofit Board of Directors | BoardEffect](#)) and adherence to agreements when deciding to join a Chapter or Region board. CSI offers additional learning on this topic for Chapter and Region leaders and can be found [here](#).

This provision does not prevent a Chapter from offering content or reaching out to other Chapter members via the internet which includes communication methods like email.

For example, regarding internet promotion, Chapters and Regions will continue to be able promote their local events via CSI National's calendar of events and in The Weekly e-newsletter by filling out [this submission form](#).

Responding to the definition of Operate: Operate is a generally accepted term that would include any functioning (such as face to face meetings, tours) within another Chapter or Region's geographic area. When in doubt, a Chapter should reach out to the other party.

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.

Jon Willis: What is intent of Article 3.10 (i.e., what lists have to be shared and will time be allowed to cull lists to confirm consent to share information with National)?

RESPONSE:

The intent is to enable the sharing of member recruitment and potential customers lists at the local, regional, and national level, as well as to establish guardrails in the sharing of information. This information supports marketing efforts to increase awareness of the CSI community and products and services.

Chapters have been asking CSI for leads as well, and the purpose is to work within contemporary privacy guidelines to attract and recruit members as sister organizations. Nothing in the agreement regarding the independence of Chapters prevents that type of data sharing. CSI does not share mailing lists except under strict conditions. CSI's privacy policy is available here: [CSI Web Services Terms of Service - Construction Specifications Institute \(csiresources.org\)](#)

CSI will provide additional guidance on the process before July 1, 2022. It is in CSI's best interest to make this as easy and reasonable as possible for CSI's leaders.

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

Todd Buck: In NH we currently have 19 members. Under the new structure we will lose 7 to neighboring states. The cost associated with the referenced insurances and legal review of amendments will strain our already limited resources.

RESPONSE:

It is in the best interest of a Chapter and its directors and officers to have the protection of insurance. Chapter and Region Board members are required to use the same level of care that an ordinarily prudent person, in a similar position and under similar circumstances, would use. Dismissing insurance protections could be found to be inconsistent with that level of care. Moreover, Chapter and Region leaders still carry a small amount of personal liability and risk, and insurance would be another layer of protection against that.

CSI believes that all Chapters can secure some level of insurance, though we do understand that for a small entity it can be expensive relative to its budget. However, for all the reasons previously mentioned, it is a very important tool for protecting an organization and its board. The value of that protection generally outweighs the cost.

It is worth highlighting the importance of the two primary types of insurance. [Directors and Officers policies](#) protect individuals serving on the Board of Directors from personal liability and [General Liability policies](#) protects the business entity from hardship in the event of a lawsuit. Combined, they provide important protection for the Chapter or Region's activities, officers and members.

CSI makes available [competitive insurance packages](#) to all Chapters and Regions and will continue to investigate accessible and affordable options for Chapters to consider.

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. **No feedback received**

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.

Harry Harris: How do we know if something is to be considered as Confidential Information? If the document is not labeled as Confidential or so stated then can we assume it is Not Confidential? What is or is not considered as a "secure location"?

RESPONSE:

- **All non-public** information provided from one to the other is considered proprietary and confidential.
- 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.

CSI will work with anyone to review what constitutes a secure location.

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.

Beth Strohane: Article 4: it is typical to describe the entities as separate but in article 1.1 and 2.5 conflict with this implied arms length/ separate entity assertion. Need a reference to policies that outline mission of the organization and role of members and how chapter, regions and institute interact.

RESPONSE:

There is no conflict between this provision and Sections 1.1 and 2.5, and a separate legal identity should not be assumed to encompass anything beyond that. There is no requirement for the entities to operate at arm's length under CSI policy or applicable law. In fact, the nature of the relationship between a Chapter or Region and CSI makes a close, working association between each organization more practical than not.

The applicable policies exist in publicly available [CSI Bylaws](#), [Board Governing Policies](#), [ongoing communications](#) and resources with [programming and marketing support](#) through the Dynamic Chapter Program, [volunteer leader training leader training](#), ongoing town halls, [legal](#) and [insurance](#) support, and resources such [branding guidelines](#). More are in development.

Thomas Feulner: In short, if someone sues a chapter, that someone cannot also sue the region and national.

RESPONSE:

Nothing prohibits an individual or entity from suing CSI and any or all CSI Chapters and Regions with respect to any specific claim, which is why this Agreement has protections in place for a Chapter, Region or CSI in the event this were to happen.

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.

Viesturs Ule: I think this should concern board members.

RESPONSE:

If anything, this should reassure Board members that each party is responsible for its own actions. Mutual indemnification does not create an obligation for the Chapter to protect CSI from liability arising from CSI’s own actions. Mutual indemnification is a common provision between businesses and is important for limiting the liability of a Chapter or Region from CSI’s actions and vice versa.

Mutual indemnification means each organization protects the other organization from liability for actions are directly attributable to the indemnifying organization. If CSI engages in an activity that causes liability, loss, etc. (which is an exceedingly rare circumstance for any association), then CSI has an obligation to be responsible for its own actions and should protect a Chapter or Region from the liability that CSI created. And the reverse is true.

This clause puts in writing what has been an assumed practice within CSI as each Chapter and Region and the National organization is independently incorporated. In other words, chapters and regions should be ultimately responsible for claims arising from their own conduct and CSI should be ultimately responsible for claims arising from its own conduct.

Chapter and Region Boards should want mutual indemnification as an important protection for their organizations and mutual indemnification places no additional liability on an individual officer or director. Volunteer directors and officers are generally protected by state and federal laws unless they act negligently or in violation of law.

Because an organization is responsible for its own actions, it is worth highlighting the importance of the two primary types of insurance. [Directors and Officers policies](#) protect individuals serving on the Board of Directors from personal liability and [General Liability policies](#) protects the business entity from hardship in the event of a lawsuit. Combined, they provide important protection for the Chapter or Region’s activities, officers and members.

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.

John Lape: Is there a time frame on these agreements. We are signing for the future leaders. I believe there should be limits to these.

RESPONSE:

Please see sections 6.1 and 6.2 above, which describes the term and termination.

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. **No feedback received**

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. **No feedback received**

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 Arbitrator 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.

Mike Wright: Just to clarify, I don't recall the agreement saying anything about mediation. It goes right to arbitration if parties can't work together to resolve the dispute?

Craig Stanton: What recourse is laid out to protect the chapters from abuse by the national organization? Outside of binding mediation.

Sheryl Dodd-Hansen: The agreement starts with arbitration!

RESPONSE:

This Section refers to "amicable and confidential negotiation" in the second sentence, which could be mediation or some other process as the first method of resolving a dispute. But, it is correct in that this Section does not specifically require mediation. It is not correct to state that this Section requires dispute resolution to start with arbitration.

Agreements generally focus on what we agree to do for each other, and what to do when unlikely circumstances happen to occur. Think of this a bit like a prenup with the parties acting in good faith. In any dispute, the first order of business is to discuss and provide an opportunity to cure the problem. The main point of this clause is to avoid going through litigation, which can be even more time-consuming and expensive for everyone.

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.

Viesturs Ule: Local attorneys may not be familiar with Virginia laws.

RESPONSE: Most attorneys have access to colleagues or resources to address this issue, or firms licensed to practice in multiple states. CSI selects Virginia law for interpreting this Agreement because CSI is headquartered in Virginia, does business in Virginia, and is subject to the jurisdiction and law of Virginia. It is more practical and not unreasonable to have each affiliation agreement governed by a single law than have each agreement governed by 50 different state laws. And the likelihood of a clause like this being triggered is exceptionally small.

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.

Viesturs Ule:

Who is expected to sign the agreement? Also-who is expected to sign this? The pres? If the local president signs, are they still liable for 3 years later? This could discourage volunteers.

Anonymous Attendee: What is the liability for the person who is signing off the Chapter is the entity to uphold this agreement until a date not determined?

RESPONSE:

Individual director and officer liability is described above and there is generally no individual liability for any person legally authorized to sign on behalf of a Chapter or Region. Also mentioned above, directors and officers that rotate off a board are not generally liable for the ongoing activities of the organization, but a past officer or director may be held responsible for any acts during their tenure that were negligent or in violation of law.

The Board of Directors vests signing authority with an individual, typically the Board Chair or Board President. Once signed, the liability rests with the organization, not the individual signing the agreement.

It is worth highlighting the importance of [Directors and Officers insurance](#). The policy protects those serving on the Board of Directors on behalf of the organization in the case that any issues arise.

Executing the Agreement

Anonymous Attendee: Our chapter is reorganizing. We feel it smart to hold off signing an affiliation agreement until a board is put into place that is prepared and committed to following through on the new obligations the agreement creates for our chapter. Can we hold off signing for a while? What happens to our chapter if we do not sign off within the deadline?

Craig Stanton: What is the course of action if a chapter still does not sign the agreement with or without the advice of chapter council?

RESPONSE:

Drafts of this Agreement as well as the underlying principles of the Agreement have been in circulating for months. There are another 3 months before the final is due, providing ample time for review, feedback, or adoption by a local Board.

Any Chapter or Region that is not a signatory by June 30 will be considered out of compliance on July 1. This may mean that services or payments to the Chapter or Region are suspended as of July 1, permission to use CSI marks are revoked, or the Chapter or Region is referred to the CSI Board of Directors to consider the disposition of charter, among other things.

Any extenuating circumstance should be communicated to chapterrelations@csinet.org as soon as possible so the appropriate course of action can be determined.

THE CONSTRUCTION SPECIFICATIONS INSTITUTE, INC. CHAPTER: _____

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

NAME: _____
CHAPTER TITLE: _____
CHAPTER ADDRESS:

ATTACHMENT A

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

No feedback received

Additional Comments Categorized Generally by Topic

“Changes to Agreement”:

Sheryl Dodd-Hansen: In general, based on comments from various West Region chapters, I suggest that the verbiage of this agreement is too complex. It will need to be understood by leaders 5 years from now. Why can't it be written in clearer language like many contracts these days?

Eric Camin: We understand there is "intent" and Meaning". But this is a CONTRACT and you are requiring all of us to sign this and "Intent" and "meaning" mean nothing in contracts. You need to be more specific. The word Intent is being used to much in this agreement.

Thad Goodman: is there still opportunity to modify this agreement? I don't believe we are all on the same page.

RESPONSE: Actually, the term “intent” is not used at all in the Agreement because, as is the case with all contracts, there is no way to capture every specific detail or circumstance. It is absolutely incorrect that “intent” and “meaning” mean nothing in contracts, and quite the opposite is true. Generally, the meaning of a contract is determined by looking at the intentions of the parties at the time of the contract's creation. This is a basic understanding in contract law.

As of 3/7/2022, seventeen (17) chapters have executed the agreement. We continue to consider feedback, but the agreement drafts and the underlying concepts have already been out for comment the past several months.

No agreement reflects every specific detail and circumstance applicable. This Agreement is written to be as clear as possible and is informed by other documents such as Bylaws, policies, and procedures. We will continue to answer questions that have not already been addressed.

“CSINext”:

Robert Moore: How does CSI Next fit into this new agreement structure?

RESPONSE:

CSINext becomes the international Chapter of CSI, serving the international members who would not otherwise have a support system domestically.

“CVTF Report”:

Gregg Jones: Is there a copy of the CVTF report presented and approved by the board that we can review?

Susan Lee: Our Chapter still has not been able to get a copy of the CVTF final report from which the decisions to restructure and implement affiliation agreements is based on. Can you post the link here? It is critically important for Chapters to understand why and how those decisions came about if there is to be support.

Susan Lee: Marvin: That is a problem. Why can't this be made public when decisions have already been made based on it?

Dave Koons: please put the CSI data on CVTF and Affiliation agreement on the public page, my members are not able to get into the page where most information on this change is behind a firewall to my members, not on the board

RESPONSE:

The Board received several presentations on these topics over the eighteen months, and discussions about the relationship and services of chapters and regions have been ongoing for many years.

In support of its policies, the Board unanimously voted to authorize implementation June of 2021. The outcomes and decisions have been made available via the Leader community since August 25, 2021, and reinforced via email, during the national conference in September (notably at the leadership sessions), and other mechanisms like the Leaderboard on Jan. 21, 2022, Nov. 19, 2021, Sept. 24, 2021, via Leader specific email on Aug. 25, 2021, Sept. 10, 2021, Feb. 10, 2022 and within the Leader Community. Information on the structure change was available on the [Membership portion of CSI's website as of September 14, 2021](#). The Board motivation and focus on this set of issues is addressed on page 34 of the CSI Board of Directors Board Governing Policies Manual, specifically Policy 3.9 related to “Relationships with Chapters and Regions” which is publicly available [at CSI Board Policy Manual October 2019](#).

“Inactive Chapters”:

Paul Kane: What happens to chapters that can't qualify to be a chapter like in the West Reno, Redwood Empire, Monterey, etc.?

Paul Kane: What happens to chapters that no longer meet requirements to be a chapter? In the West I think of Reno, Redwood Empire, Monterey? What happens to those chapters and members? Geographically tough to participate in other chapters.

RESPONSE:

No chapter will have its charter automatically revoked without additional consideration and review. Chapters that no longer qualify to be a chapter or who are inactive will be addressed individually in conjunction with Region leadership to consider their options like merging, consolidating, or closing. A broader set of options to address these issues is targeted to be distributed on April 1, 2022.

“Multiple Memberships”

Paul Kane: What happens to multiple chapter membership for members that have joined several chapters in region or across the country?

RESPONSE:

Beginning on July 1, all CSI members will transition to have one, home chapter. The transition will take a year to complete.

Members will be assigned to their home chapter according to their current primary home chapter or, if they are not a member of a chapter, according to their primary residence address zip code located within CSI’s database

Read more about the transition on the [Chapter and Region Leader website](#).

“Membership Vote”

Thad Goodman: This restructuring will affect every single member of CSI. Please explain how these changes can be implemented without a member vote.

RESPONSE:

Applicable law provides that all business and affairs of a nonprofit corporation are managed by or under the direction of a board of directors, except where an organization’s articles of incorporation, bylaws or the law confers authority also to the members. With respect to chapter structure, nothing in CSI’s Articles of Incorporation, Bylaws or applicable law, gives members any right to determine chapter structure. However, CSI’s Bylaws make it absolutely clear that the ability to develop regulations and requirements involving chapters are vested with the member-elected CSI Board of Directors.

These regulations and requirements can include any requirements that further the purpose and mission of CSI, contribute to efficient operation of national/chapter programs, and are not prohibited by law.

Setting terms and conditions with respect to chapter structure and conduct, including dues amounts, is a common practice for national associations with chapters, and can be important in ensuring members and chapters are treated fairly and consistently.

Of course, chapters are separately incorporated, legal entities and do have the inherent right operate in any manner they absolutely desire, provided that they do not violate the law or enter into any legal arrangements with other organizations. However, any chapter or member that wants to be a part of the CSI community, wants to use the CSI brand and wants to operate within the CSI program of activities, agrees to be subject to CSI’s regulations and requirements governing chapters, which include chapter structure and assignment, that are established by the CSI Board. In fact, the charters, and Article VIII of the Bylaws specifically reinforce this point:

- Section 1 Definition of Chapters: “Chapters shall be local associations chartered by the Board *to further the purposes to which the Institute is dedicated*, and shall consist only of members of the Institute in good standing.”
- Section 3. Establishment of Chapters
 - “a. The Board is authorized to charter a chapter in any area within the domain of the Institute, thereby conferring on said chapter the right to use the name and seal of the Institute and to be known as an affiliate chapter of the Institute; provided, however, such chapter agrees to abide by the regulations and requirements for the conduct of chapters of the Institute as provided in these Bylaws *and as adopted from time to time by the Board*.

- “b. Issuance of a charter shall be contingent upon approval by the Board of the proposed chapter’s bylaws. The Board shall accept and approve only those proposed chapter’s bylaws which are consistent with the provisions of the Institute’s Certificate of Incorporation and the Institute’s Bylaws.”
- Section 5. Withdrawal of Chapter Charters: “The Board is authorized to withdraw from any chapter its charter for being unable to meet the requirements of these Bylaws or for being unable to maintain a membership of not less than 8 Professional Members in good standing or for any conduct or action of the chapter in the opinion of the Board prejudicial to the welfare, interest or character of the Institute...
- From CSI Charters: “Charter to XXXX Chapter, whose members have complied with the Institute Bylaws governing the establishment of a chapter, and hereby entitled to all of the privileges granted to Chapters.”

“RAP”:

Beth Stroshane: Mark D said RAP will stay the same as it is now. What is it now?

RESPONSE: The Region Allocation Payment allocates 7% of national dues to the regions in which the member’s primary chapter is located. If a member is not part of a chapter, then the RAP is allocated to the region in which the member’s primary address is located. The region Allocation Payment is determined by the member-elected CSI Board of Directors.