Affiliation Agreement
The National Guardianship Association

The National Guardianship Association (NGA) encourages state guardianship associations to become Affiliates of NGA in an effort to form a national guardianship network to share information, education and support on common guardianship issues. This agreement outlines benefits provided to the Affiliate by NGA and obligations of the Affiliate to NGA.

A. NGA will support the Affiliate through:

1. Affiliate participation on the NGA Affiliates Council to exchange information and trends on a regular basis with other state Affiliates.
2. Legislative expertise, information, assistance, support, and national credibility on guardianship issues at the state level.
3. Presentation of an annual "Outstanding State Affiliate Member Award" to an individual selected by the Affiliate leadership, at no cost to the state organization, and presented at the NGA Annual Conference.
4. Nationwide promotion of Affiliate activities through the NGA newsletter, website, and Listserv.
5. Preference for Affiliates to host National Certified Guardian (NCG) and National Master Guardian (NMG) review courses.
6. Opportunity to adopt the NGA Standards and Code of Ethics.
7. Use of NGA resources for speakers, topics, and materials as requested.
8. Access to NGA programs, products, and services developed to enhance the image of the affiliated association and to assist in the achievement of its mission.
9. Access to professional resources of NGA for assistance in leadership development and organizational matters of the Affiliate.
10. Access to information from the National Guardianship Network, a coalition of national guardianship associations who are working together to further issues in guardianship. Current participants include: the National Guardianship Association, the National Academy of Elder Law Attorneys, the National College of Probate Judges, the American College of Trusts and Estates Counsel, the Center for Guardianship Certification, the American Bar Association-Commission on Legal Problems of the Elderly, and the National Association of State Units on Aging.
11. Established credibility with the national media and aging network.
12. Access to the NGA collection of materials and resources about programs, products, services, procedures, practices, and information relevant to guardianship with such materials available to Affiliates upon request.
13. Access to NGA's compilation, preparation and dissemination of timely guardianship research, information and trends.
14. Preference in applying for state specific CEU credits for guardianship, social work, and legal professions for the NGA Annual Conference.
15. Receipt of NGA's roster of state members by the appropriate Affiliate State.
16. Receipt of NGA's newsletter and/or other promotional materials by the Affiliate President, or designee, to share with members of the Affiliate.
17. Ability to display marketing and membership recruitment materials at the NGA Annual Conference.

B. To become and remain an NGA Affiliate, a state association must:

1. Provide documentation that it is incorporated as a statewide non-profit association representing guardians and conservators, and have evidence from the U.S. Internal Revenue Service that it is approved as a 501.c.3 tax exempt organization.
2. Include in the bylaws terms for membership that can be interpreted to encompass those who provide the services of a public, private, or family guardian.

3. Have at least two board members who are NGA members.
4. Designate, at the beginning of each calendar year, a member of the association's leadership to represent the affiliate with the NGA Affiliates Council with the expectation that this individual will consistently participate in the Affiliates Council's conference call meetings throughout that year.
5. Add a tagline of "an Affiliate of the National Guardianship Association" to marketing materials distributed by the state association as new materials are printed.
6. Add a tagline of "an Affiliate of the National Guardianship Association" to the Affiliate's website, for those state associations that have a website, and maintain a reciprocal link to NGA on the website.
7. Agree to work cooperatively to increase the membership and enhance member services.
8. Provide an updated roster of all Affiliate members at least annually, by July 1, to be utilized by NGA for educational announcements, membership recruitment, and notification of available products and services.
9. Send the NGA business office a copy of all newsletters sent out by the state association, as well as information requested by the NGA business office on leadership changes, dates of annual conferences, etc., to keep the NGA records accurate and up to date.
10. Provide NGA a reasonable opportunity to exhibit its membership materials free of charge at any conference sponsored by the state association.

C. It is understood that NGA and the affiliate organizations are legally distinct, separately incorporated entities and are not in a principal-agent or similar relationship. NGA does not control, and is not responsible for, the acts or omissions of any affiliate organization. No affiliate organization may speak or act for, or on behalf of, NGA or otherwise legally bind NGA. Likewise, no affiliate organization controls, or is responsible for, the acts or omissions of NGA, and NGA may not speak or act for, or on behalf of, or otherwise legally bind, any affiliate organization.

D. This Agreement may be terminated by NGA or an affiliate organization, with or without cause, on written notice to the other party. Termination shall also be the sole remedy for alleged breach of this Agreement.

Submitted by resolution of this affiliated association.

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Name of Affiliate Association

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Signature of President ***Date***
Affiliate Association

Accepted on behalf of the NGA Board of Directors

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Signature of President ***Date***
National Guardianship Association

Agreement as Revised 3/09/09