



**SOCIETY FOR MAINTENANCE**

**&**

**RELIABILITY PROFESSIONALS**

**POLICY MANUAL**

**Approved:  
September 25, 2020**

SMRP Headquarters  
3200 Windy Hill Road SE, Suite 600W  
Atlanta, GA 30339  
[www.smrp.org](http://www.smrp.org)

# **SMRP CORPORATE GOVERNANCE STRUCTURE**

## **ARTICLES OF INCORPORATION**

The Articles are the contract between the corporation and the State of incorporation (Illinois). When these are filed with the State, the corporation comes into existence with all of the powers of a corporation. The Articles are the seminal corporate document and take precedence over all other corporate documents, including the Bylaws.

## **BYLAWS**

The Bylaws are the fundamental association legal documents, the most often referred to, and the documents with which all members of the association constituency are most familiar. The Bylaws are the contract between the association and the individual members and embrace key governance issues.

## **BOARD POLICIES**

Policies are developed based on an association's experience and are used to guide its operation. They are useful to explain and interpret Bylaw provisions, which are written in more general terms, and to provide guidance for administrative implementation.

## **BOARD RESOLUTIONS**

The SMRP Board of Directors (the Board) takes legal action at a duly constituted meeting by adopting resolutions by vote. The resolutions, when properly adopted, constitute the official actions of the Board and are legally binding on the association and its members.

## **STRATEGIC PLAN**

The Board conducts its annual Strategic Planning Meeting in the first quarter of each calendar year in conjunction with the Winter Executive Meeting.

## **MISSION**

To develop and promote excellence in maintenance, reliability and physical asset management.

## **VISION**

To be the global leader for maintenance, reliability, and physical asset management.

## **SMRP GUIDING PRINCIPLES**

### **ACCOUNTABILITY**

Be accountable to all stakeholders and Society members. Uphold SMRP's credo: "by practitioners for practitioners."

### **CREDIBILITY**

Provide unbiased information, free of commercial or political influence, which has undergone a meticulous technical and professional review process.

### **EXCELLENCE**

Strive to do the very best by committing to provide the highest quality service and product with excellence and consistency. Create value in all that Society members do.

### **HONESTY**

Never bend or look away from the truth. Uphold, not only the letter, but the spirit of the law, standards and rules under which SMRP members operate.

### **INTEGRITY**

Be honest and ethical in business activities. Treat everyone with integrity, keeping promises and learning from mistakes. Have the courage to hold fast to professional convictions.

### **RESPECT**

Treat everyone with respect and dignity, valuing individual and cultural differences. People are SMRP's greatest asset. Empower them to develop and use their talents and capabilities to the fullest.

### **TEAMWORK**

Communicate, cooperate and collaborate freely across organizational boundaries and work as one team to fulfill SMRP's mission.

### **TRUST**

Trust in the SMRP community. Be straightforward and credible. Communicate with honesty and candor.

## Contents

1)	ACADEMIC INSTITUTIONS .....	6
2)	ADVERTISING POLICIES .....	6
3)	ANNUAL MEETINGS AND CONFERENCE .....	7
4)	ANTITRUST PROCEDURE .....	11
5)	CHAPTERS .....	14
6)	COMMITTEES, COUNCILS AND TASK FORCES.....	16
7)	COMMITTEE ARTICLES IN <i>SOLUTIONS</i> .....	17
8)	COMMUNICATIONS POLICY .....	17
9)	CONFLICT OF INTEREST.....	20
10)	CONSENT AGENDA USAGE .....	21
11)	DATA BACKUP .....	22
12)	DIVERSITY POLICY .....	22
13)	ENFORCEMENT OF DIVERSITY POLICY .....	22
14)	DUES .....	23
15)	DUES WAIVER POLICY.....	23
16)	RESERVE FUND INVESTMENT.....	23
17)	FINANCIAL MATTERS .....	24
18)	GRAPHICS/LOGO USAGE POLICYs .....	25
19)	INTELLECTUAL PROPERTY .....	26
20)	INTERNATIONAL AFFILIATES .....	28
21)	INTERPRETATIONS POLICY .....	29
22)	IRS FORM 990 DISCLOSURE.....	29
23)	ISSUANCE OF REQUEST FOR PROPOSALS FOR CONTRACTED SERVICES AND PROJECT PROPOSALS FORMATION .....	30
24)	JOINT VENTURE POLICY .....	30
25)	LEGAL COUNSEL .....	31
26)	MAILING LIST .....	31
27)	MEETING MINUTES.....	32
28)	MEMBERSHIP POLICIES.....	32
29)	METRICS POLICY .....	33
30)	NOMINATION .....	Error! Bookmark not defined.
31)	OFFICERS AND BOARD OF DIRECTORS .....	34
32)	PRIVACY POLICY.....	35
33)	ONLINE PRIVACY POLICY .....	37
34)	PATENT POLICY.....	38
35)	PROCESS FOR DETERMINING COMPENSATION POLICY .....	39
36)	RECORD RETENTION AND SAFEGUARDS.....	39
37)	REFUND POLICY .....	42
38)	REPRESENTATION OF POLICY .....	42
39)	RESERVE FUND INVESTMENT.....	42
40)	REWARD PROGRAM FOR VOLUNTEERS POLICY.....	43
41)	SEXUAL HARASSMENT AND ANTI-DISCRIMINATION POLICY .....	43
42)	SMRP CERTIFYING ORGANIZATION (SMRPCO).....	43
43)	INDUSTRY PARTNER CODE OF ETHICS .....	45

<b>44)</b>	<b>TRAVEL EXPENSES .....</b>	<b>45</b>
<b>45)</b>	<b>WHISTLE BLOWER POLICY .....</b>	<b>48</b>
<b>46)</b>	<b>WORKSHOP PRESENTER REIMSUBSEMENT (See APPENDIX D) .....</b>	<b>50</b>
<b>47)</b>	<b>STANDARDS DEVELOPMENT .....</b>	<b>50</b>
<b>48)</b>	<b>SMRP GOVERNANCE EVALUATION (See APPENDIX F) .....</b>	<b>52</b>
	<b>APPENDIX A: Antitrust Policy Form .....</b>	<b>54</b>
	<b>APPENDIX B: SMRP Chapter Charter &amp; License Agreement.....</b>	<b>56</b>
	<b>APPENDIX C: SMRP Board Commitment Form.....</b>	<b>83</b>
	<b>APPENDIX D: SMRP Code of Conduct.....</b>	<b>84</b>
	<b>APPENDIX E: SMRP Presenter Reimbursement Comparison.....</b>	<b>85</b>
	<b>APPENDIX F: SMRP Committee and Volunteer Member Code of Conduct.....</b>	<b>86</b>
	<b>APPENDIX G: SMRP Board of Directors Governance Appraisal.....</b>	<b>88</b>
	<b>APPENDIX H: SMRP Individual Board Member Self-Evaluation.....</b>	<b>94</b>
	<b>APPENDIX I: SMRP International Affiliate Agreement.....</b>	<b>96</b>
	<b>APPENDIX J: SMRP Meeting Evaluation Form .....</b>	<b>101</b>
	<b>APPENDIX K: Reward Program for Volunteers Policy .....</b>	<b>104</b>
	<b>APPENDIX L: Logo Usage Request Form.....</b>	<b>105</b>
	<b>APPENDIX M: SIG Activity Agreement.....</b>	<b>106</b>
	<b>APPENDIX N: Budget Request Form .....</b>	<b>108</b>
	<b>APPENDIX O: EVENT REQUEST FORM .....</b>	<b>109</b>
	<b>APPENDIX P: Public Statements .....</b>	<b>110</b>
	<b>APPENDIX Q: Brand Guidelines .....</b>	<b>111</b>

## 1) ACADEMIC INSTITUTIONS

- i) Academic institutions wishing to join SMRP are to be granted executive membership classification, without participation in the benchmarking service, for a reduced annual fee.

## 2) ADVERTISING POLICIES

Rates:

SMRP members in good standing may advertise in the SMRP *Solutions* publication. Rates are based on the number of insertions during the current calendar year. Advertisers shall receive a 10% discount for advertising in all six (6) issues of *Solutions* in the same calendar year, or a 5% discount for advertising in three (3) issues in the same calendar year. Non-SMRP members may advertise in *Solutions*. Rates for non-members are an additional 50% of members' rates.

Approval:

All advertising is subject to publisher's approval and publisher reserves the right to reject or cancel any advertisement or insertion order at any time, with or without notice to the advertiser or advertising agency. Acceptance of the advertisement by the publisher shall in no way constitute endorsement or recommendation by SMRP for the contents of the advertisement or the product or service advertised. In order to maintain the integrity of *Solutions*, SMRP maintains a minimum of 75% editorial content to a maximum of 25% advertising ratio.

Ad Position:

Exact position of advertisement shall be at the discretion of SMRP, except those who have paid for either an Inside Front Cover or an Inside Back Cover.

Materials:

Written confirmation of material corrections is required by the material closing date. If an advertiser fails to provide required material to meet deadlines of issue in which space has been ordered, one of two actions shall be taken: (i) the last published advertisement available shall be repeated, or (ii) if no advertisement is available, the space shall be forfeited. In either case, the advertiser shall be billed for the space reserved. Advertising materials shall be stored for twelve (12) months and shall then be discarded unless otherwise requested by the advertiser.

Cancellation:

All cancellations shall be received in writing no later than the material closing date. After the closing date, the advertiser is responsible for 100% payment of the ad material for that issue as per the contract.

### 3) ANNUAL MEETINGS AND CONFERENCE

#### i) The Conference Committee:

- (a) The Conference Chair recommends program features as charged by the Chair of the Board, acts as host body for the Conference and cooperates with the staff in the operation of the Conference itself. Members of Conference subcommittees, if designated, are assigned duties by the Conference Chair and are expected to act individually as hosts to the members and guests attending the Conference.
- (b) The members of the Conference Committee and various subcommittees shall meet as required in advance of the Conference with the Conference Chair and staff members in charge of Conference details and provide their advice on all matters relating to the Conference which are brought for their consideration.
- (c) Specific Conference program schedules and commitments are left to the Conference Committee, with the approval of the Chair of the Board and the Executive Committee of the Society.

#### ii) Site Selection:

- (a) The site of the Annual Conference shall be approved by the Board, recognizing the recommendations of the staff whenever possible, and the needs of the Society as a whole.
- (b) Once the site is determined and approved by the Board, staff is authorized to confirm hotel and other arrangements, as required.

#### iii) Registration Fees, Refunds, Cutoff Policies:

- (a) A strict policy with respect to penalties for cancellation and refunds shall be observed, as approved from time to time by the Board.
- (b) The Conference Committee, in its sole discretion, may determine reduced admission fees and/or single day fees for Certified Maintenance & Reliability Technicians (CMRT), students and others as deemed necessary by the Conference Committee.

#### iv) Exhibit Policies and Fees:

- (a) Exhibitors at the Annual Conference are encouraged, but not required, to be members of the Society. Member exhibitors shall be given priority over non-member exhibitors for space selection and shall pay a lower fee than non-member exhibitors.

- (b) The exhibit area shall be closed to the general public, although admission fees or reduced registration fees “for exhibit visits only” are permitted on such conditions as determined by the Board.
- v) Open/Closed Meetings:
  - (a) With exception of the Society’s Board, Society for Maintenance and Reliability Professionals Certifying Organization (SMRPCO) Board of Directors and Executive Committee meetings, all meetings during the Annual Conference may be open to all registrants including spouses, members and guests and to the trade and public press as well. Approved name badges are required for admission to meeting rooms.
  - (b) From time to time, SMRP may designate a meeting as closed with attendance by invitation only. The Chairs of the Board and the SMRPCO Board of Directors have the authority to authorize a meeting as closed. SMRP shall publicize any meeting that is closed as a closed meeting, but any member in good standing, can petition to be invited to the closed meeting and permitted upon approval of the particular Chair.
- vi) Conference Committee Appointments and Responsibility:
  - (a) Members of the Conference Committee are appointed by the Director of Education.
- vii) Paper and Workshop Submissions:
  - (a) Technical papers and workshops shall be solicited and reviewed by the Selection Committee using approved templates.
  - (b) The Selection Committee shall apply a rigorous and unbiased peer review process to evaluate all paper and workshop abstract submissions for the sole purpose of selecting papers and workshops for presentation at the Annual Conference. The peer review process may at times be modified and updated. A majority vote of the Conference Committee shall be necessary to make any changes to the peer review process.
  - (c) The Conference Committee may also at its discretion invite speakers to the Conference. Invited speakers shall still be required to follow all presenter guidelines.
  - (d) Practitioner and Industry Partner companies shall be limited on the number of papers and workshops that they can present. Practitioner companies are limited to three (3) papers and Industry Partner companies are limited to two (2) papers

at the Annual Conference. Additionally, Industry Partner companies are limited to two (2) workshops at the Annual Conference.

- (e) All presenters and co-presenters must be members of SMRP.
- viii) Gifts and Conference Fee Waivers/Tour Host:
  - (a) Each tour hosting company shall be allowed two (2) free registrations to the Conference in which the tour is provided. SMRP staff is to ensure there is no confusion as to the identity of the tour host company representatives.
  - (b) Track Co-Leaders shall also serve on the Selection Committee and are to be granted a free Conference registration with a limit of three (3) persons per track. In addition, a reasonable and customary gift is appropriate as a thank you from SMRP to each Track Leader. Every effort should be made to rotate members through the positions.
- ix) Paper and Workshop Presenters:
  - (a) All paper presenters with a limit of two (2) presenters per paper shall be granted a complimentary Conference registration, but only if their paper and presentation are submitted by the submission deadline which shall be established each year. At the discretion of the Conference Chair, this requirement may be waived for extenuating circumstances. In addition, a reasonable and customary gift is appropriate and is to be given to each presenter as a thank you from SMRP.
  - (b) All workshop presenters with a limit of two (2) presenters per workshop shall be granted a complimentary Conference registration, and all workshop presenters shall present in person. In certain circumstances, a co-presenter may be substituted after a written request has been made and approved by the Selection Committee.
- x) Conference and Workshop Fees:
  - (a) Conference and workshop fees are to be recommended each year by the Conference Committee and approved by the Board.
- xi) Workshop Presenter Reimbursement Policy:
  - (a) Presenters shall not be paid honorariums (See Appendix D).
  - (b) Workshop presenters may be reimbursed for expenses at an amount determined each year by the Conference Committee. The Conference Chair can approve payment as long as an itemized receipt is provided. Allowable expenses are

limited to printed materials used during the Conference workshop, and costs for assembly and shipping charges to the Conference. (See Appendix D)

xii) Commissionable Rates:

- (a) SMRP shall follow the common practice of commissionable rates on hotel rooms.

xiii) Complimentary Rooms:

- (a) Complimentary rooms shall be provided in the following sequence: keynote speakers, entertainment, Chair of the Board and Conference Chair. If the hotel provides additional complimentary rooms, they shall be provided to staff and officers.

xiv) Member Attendance:

- (a) SMRP members in good standing and registered non-members may attend Conference and workshops.

xv) Sponsorships:

- (a) Sponsorship for meals, refreshments and various events during the Conference may be accepted as long as they are promoted in a professional manner.

xvi) Conference Finance:

- (a) Conference Committees and individuals shall not receive or handle Conference funds; these shall be channeled directly to the Society headquarters' business office. Conference expenses are paid directly by the Society headquarters' office.

xvii) Complimentary Registration:

- (a) Complimentary registrations shall not be provided as honorariums or for services provided in the past. Complimentary registrations shall be provided only for services provided to support the current Conference, both in the planning phase and during the actual running of the Conference. The following are exceptions:

1. All past Chairs of SMRP's Board of Directors who remain active in the Society as members of the Advisory Council, and in the case of the immediate past Chair, who is also active on the Board, may receive complimentary registration to the Annual Conference. Past Chairs of SMRP attending the Conference may also be invited to

support the Annual Conference either in the planning phase or during the running of the Conference.

2. The Conference Core Committee consisting of the Chair, Co-Chair, Track Coordinator, and Workshop/Tours Coordinator shall receive complimentary registration at the Annual Conference.

- (b) The Conference Committee shall review all requests for complimentary registrations and provide its recommendations to the Director of Education. The Director of Education shall have final approval of all complimentary registration requests.

xviii) Industry Partners:

- (a) Industry Partners are strongly encouraged to co-present sessions with a customer practitioner.

xix) Antitrust Policy Communications:

- (a) It is the responsibility of the Conference Chair to ensure that the speakers and Conference attendees are informed of the SMRP Antitrust Policy.

xx) Hospitality Suites:

- (a) SMRP strictly prohibits the scheduling of business, social or educational activities which compete with SMRP event activities. An organization planning a function shall submit its plan to SMRP management for review and approval four (4) weeks prior to the event and prior to scheduling or publicizing the function. The sponsoring organization shall be an exhibitor at and/or sponsor of the SMRP event. Public promotion of these events is not allowed without prior approval by the Director of Education and the Conference Chair. Approval for all hospitality suites and meeting rooms at the same venue as the SMRP event shall come from SMRP management.

#### **4) ANTITRUST PROCEDURE**

- i) Each new member of the Board of Directors, Committee Chairs and members of Committees shall read and sign the adopted Antitrust Policy Form (Appendix A).

#### **5) APPROVED PROVIDER EDUCATION PROGRAM**

- i. Membership Policy

- i. All Approved Provider applicants must have an active SMRP membership in good standing, whether individual or executive, to be eligible for the program.
- b. Probationary Period
  - i. SMRPCO strictly prohibits recommendation of any person, preparation course or product in connection with any certification program. In addition, SMRP prohibits any person, preparation course, or product from stating that participation in a course, product, or training will lead to success on the certification exam. Any Approved Provider applicant whom violates this policy or who has failed to meet the SMRPCO Statement of Policy with Respect to Training Courses, Publications or Other Offerings Related to Certification in the M & R Profession (included below) shall forfeit all Approved Provider fees and shall be placed on a six-month probationary period, whereby they are not allowed to participate in the Approved Provider Education Program until the probationary period has lapsed. Once the probationary period has expired, the applicant may reapply for the Approved Provider Education Program. Re-approval is not guaranteed. Any entity or individual that continues to violate SMRPCO policy shall have proctor privileges revoked.
    - a. Statement of Policy with Respect to Training Courses, Publications or Other Offerings Related to Certification in the M & R Profession.
      - i. SMRPCO will not offer any training to assist persons in preparing for the certification examinations. A foundational belief in developing this examination is that professionals in the maintenance and reliability industry receive their experience and training from a variety of sources, both on the job and from outside training. Therefore, there no experience or educational requirements are set for the exam.
      - ii. The examinations are designed to test both knowledge and experience. In general, knowledge is not something that was recently learned. It is gained through experience and training that has been applied, tested and analyzed.
      - iii. Further, the Maintenance and Reliability Body of Knowledge, upon which the exam is based, is very broad. SMRPCO strongly advises that a course of one or two weeks or even months will not adequately prepare candidates to successfully complete a certification examination.
      - iv. As such, SMRPCO will not develop any training courses to assist persons in successfully completing certification exams, and SMRPCO will not assist any training program developer with development of training materials. SMRPCO's functions are:

1. Development and administration of examinations that reflect, to the degree possible, the current Maintenance and Reliability Body of Knowledge, and
  2. Administration and conveyance of results and credentials associated with certification examinations and subsequent re-certification requirements.
  3. SMRPCO has developed and keeps current a list of publications on maintenance and reliability subjects. The list is available for downloading from the SMRP web site. See the SMRP Certification Page of the web site for information. The web site also leads users to links which aid those interested in purchasing maintenance and reliability references to vendors that sell them. Inclusion, mention or listing of a reference on the web site does not imply an endorsement of the reference or the vendors in any certification program.
- v. Approved Providers may partner with third party entities to promote their courses; however, if the third party entity promotes the courses in a way that violates SMRPCO's policy, the Approved Provider shall be held responsible and the remedy will be as stated in section 1.a.i. As such, Approved Providers should exercise caution when establishing partnerships.
- c. Withdrawal of Approved Provider Status
- i. Failure to meet the requirements of the Approved Provider Education Program or the SMRPCO Training Course Policy will result in immediate withdrawal of Approved Provider status and proctor privileges. Companies or organizations removed from the program shall be placed on a six-month probationary period. Once the probationary period has expired, the applicant may reapply for the Approved Provider Education Program. Re-approval is not guaranteed. (See Probationary Period Policy for more details)
- d. Declined Applications
- i. Declined applications will be eligible for a refund equal to the amount of the submitted licensing and program tier fees minus a \$50 application processing fee.
- e. Auditing
- i. SMRP reserves the right to audit Approved Provider companies and organization no more than once per year.

## **6) ATTENDANCE AT EXECUTIVE MEETINGS**

The purpose of the SMRP Executive meetings is to educate executive member company representatives by sharing information about best practices, to provide networking opportunities

to the executive member representatives and to conduct official SMRP business as needed. Attendance and participation is intended only for executive member companies and is limited to five (5) representatives from each company. These may be either the officially named executive member company representatives or other individuals from the executive member company who are SMRP individual members in good standing.

Attendance at the SMRP Executive meetings is open to officers, directors, committee chairs and vice-chairs, staff and Advisory Board members, regardless of whether or not they are executive member company representatives.

An Executive meeting may serve as a catalyst to encourage individual members and non-SMRP members to join as SMRP executive members. Upon request or invitation, other guests may be included to attend and participate in the activities. Permission and approval for such guest participation should be sought from the Executive Director and Chair at least two (2) weeks before the Executive meeting.

## **7) CALENDAR**

- i) The SMRP staff shall compile and continually update an annual calendar to be distributed to the Board and Committee members and posted on the website. The calendar shall contain at a minimum relevant leadership and operational internal dates including publication, educational and communication deadlines, as well listing SMRP participation in affiliate and external programs.

## **8) CHAPTERS**

- i) The SMRP supports the development of local chapters. The chapter representative shall be supplied a copy of the Chapter Operations Guide and Policy Manual which details the process for forming a chapter. It is required that the chapter has a minimum of twenty (20) members from at least four (4) separate companies. In instances where a group wishes to form a chapter with members from less than four (4) companies, a variance can be proposed to the SMRP Board of Directors for consideration and approval.
- ii) The Membership Committee and Board shall approve chapter affiliation upon submission of the chapter bylaws and demonstration of requirements listed in Section i above. Upon approval of the SMRP Board to form a chapter, SMRP may present the chapter with seed money. The Board reserves the right to adjust the amount of the seed money from time to time. Seed money is intended to supplement chapter startup costs and member events that benefit the chapter membership.
- iii) Chapters shall determine their chapter area within SMRP guidelines. It is recommended that the chapter cover an area that can be driven within two (2) hours. The SMRP Board of Directors reserves the right to combine the activity of two (2) chapters in proximity if activity of one given chapter falls below the minimum activity as specified in the Affiliation Agreement. In the event that

proposals for chapter formation are submitted and compete for part of a geographic area, the Member Services Directorate shall review and approve based on the viability of the chapter.

- iv) Chapters are required to submit an annual “Chapter Standards Report” to the SMRP Membership Committee via the Member Services Director. Failure to submit the Chapter Standards Report may result in probation or charter revocation.
- v) The Chapters are permitted to participate informally in joint educational sessions and events provided the activities cannot be interpreted as competing with SMRP’s certification and membership activities. If a formal agreement with another organization indicates advantages for SMRP’s mission and membership, it should be forwarded to the SMRP staff and the Member Services Director for evaluation at least 30 days prior to the promotion of the scheduled event or the event itself, whichever comes first.
- vi) SMRP shall collect local chapter dues on behalf of the chapter, and submit entire chapter dues collected twice per fiscal year to the chapter.
- vii) SMRP may submit to the chapter an annual per member rebate for each individual chapter member. SMRP shall maintain database information on members and their chapter affiliates, which shall be available to the respective chapters throughout the year. The chapter leaders shall reconcile their records with the SMRP database records on an annual basis at minimum. This reconciliation shall be completed by the end of the first quarter of SMRP’s fiscal year. The primary chapter on record as of this time shall receive the per member rebate. Chapter member lists shall be run from the SMRP database and a disbursement form shall be submitted to accounting for the rebate.
- viii) If an SMRP member is competent on a particular topic, the chapter should give consideration to the member for services when planning workshops or presentations. In the event that a non-member is competent on a particular topic, and is the chapter’s number one choice, the chapter shall make every effort to recruit the non-member, engage him/her in membership and submit information to SMRP prior to hiring his/her services.
- ix) If a chapter affiliation is revoked, twenty (20) members shall petition the Chair of SMRP to resume the activities of the former chapter or create a new chapter in the same vicinity. Upon approval of the Board of Directors, the chapter may be reinstated, or a new Affiliation Agreement issued.
- x) Since SMRP and SMRP chapters provide complimentary benefits and value to members, chapters may not plan or host events of half (1/2) day or longer within

fifteen (15) calendar days before or after the Annual Conference and Symposium. For international symposiums, chapters within a 300-mile (480 km) radius of the event location may not plan or host events of half (1/2) day or longer within 15 calendar days of before or after the event.

- xi) Chapters are invited to plan chapter meetings in conjunction with the Annual Conference. The chapter shall cover costs related to its meetings and the meetings shall not be scheduled concurrently with the core events of the Conference or Symposium events. Core events include general sessions, track sessions, workshops, and plant tours.

## **9) COMMITTEES, COUNCILS AND TASK FORCES**

### **i) Numbers and Functions:**

- (a) Such regular or “standing” committees, councils, and task forces and ad hoc committees as may be determined from time to time by the Chair of the Board shall be appointed from the Society membership, and from invited non-members and organized in order to carry out the business of the Society.
- (b) It is expected that committee members shall be SMRP members in good standing, but it is recognized that from time to time, it may be appropriate to include non-SMRP members as resources and contributors. In those cases, the Committee Chair shall propose the name(s) for approval to the Board before inclusion and shall have the non-SMRP person(s) sign a non-disclosure and waiver of rights concerning SMRP intellectual property.
- (c) The actions and recommendations of all committees are subject to review and approval by the Board at all times. Regular committees, councils and division advisory boards enjoy equal status in recommending policies and actions to the Board.

### **ii) Membership and Terms of Service:**

- (a) Committee and council members shall be appointed by the current Chair of the Board to serve for three (3) years, with membership rotated on as equitable basis as possible. To the extent possible, one-third (1/3) of each committee shall be replaced each year.
- (b) A chair for each committee, council and task force shall be designated from its membership by the Chair of the Board each year. The committee or council chairs may succeed themselves at the discretion of the Chair of the Board.

### **iii) Frequency of Meetings:**

- (a) Society committees and councils shall meet as often as necessary in order to conduct their business. Committee or council members shall pay their own expenses to committee meetings unless otherwise authorized by the Board.

iv) SMRP Committee and Volunteer Code of Conduct:

- (a) All volunteers and committee members shall sign the Volunteer/ Committee Code of Conduct upon acceptance and or appointment to a volunteer position and shall review and sign annually. (See Appendix E)

## **10) COMMITTEE ARTICLES IN SOLUTIONS**

- i) Due to size limitations of the SMRP bi-monthly magazine (*Solutions*), each SMRP committee shall be allocated no more than two (2) full pages per edition devoted to their committee and its activities. The Communications Committee shall have full editorial rights to edit or cut articles/materials as necessary and appropriate based on space and content. Special exceptions may be made with the approval of the Communications Committee. The two (2) pages do not include re-occurring pieces such as Certified Maintenance & Reliability Professional (CMRP) listings or new member listings.

## **11) COMMUNICATIONS POLICY**

i) Newsletter:

- (a) All members in good standing shall receive *Solutions* in an electronic format unless they choose to receive a printed copy.
- (b) The publisher reserves the right to refuse copy deemed inappropriate to the policies and standards of the Society of Maintenance & Reliability Professionals. The publisher reserves the right to hold advertisers and/or their advertising agencies jointly and severally liable for money due and payable to the publisher. The advertiser and agency agree to indemnify, defend and hold harmless the publisher from any and all liability for content of advertisements printed (including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter) or the unauthorized use of any person's name or photograph, arising from the publisher's reproduction and publication of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue or omit any advertising or any part of the advertising, but this right does not imply that the publisher has reviewed or assumes any responsibility for advertisement content, and the publisher does not assume any such responsibility. This right, and the above indemnity, shall not be deemed to have been waived by acceptance or actual use of any advertising matter. The publisher reserves the right to cancel

this contract at any time upon default by the advertiser and/or its agency in the payment of bills or in the event of any other substantial breach of this contract. Upon such cancellation, charges for all advertising published and all other charges payable under this contract shall become immediately due and payable by the advertiser and its agency upon rendition of invoices. If the advertiser and/or its agency default in the payment of invoices, or if in the judgment of the publisher its credit becomes impaired, the publisher shall have the right to require payment for further advertising under this contract upon such terms as the publisher may see fit. If the publisher is unable to set any advertisement in the type or style requested, it may set such advertisement in such other type or style as in the publisher's opinion most nearly corresponds, and the advertisement may be inserted without submission or proof. Where cuts, electrotypes or material furnished by the advertiser or its agency occupy more space than specified in the contract or insertion order, the publisher shall immediately communicate with the advertiser or its agency for definite instructions. If the publisher is unable to secure definite instructions, the advertisement shall be omitted. Failure by the publisher to insert an advertisement in any particular issue or issues invalidates the order for insertion in the missed issue, but shall not constitute a breach of contract. Unless otherwise stipulated, the publisher shall have the right to omit any advertisement when the space allotted to advertising in the issue for which such advertisement is ordered has all been taken, and also to limit the amount of space an advertiser may use in any one issue. A waiver by either party of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach of the same or any other provisions.

ii) The Liability Statement shall be published in all issues of *Solutions*. The Liability Statement reads as follows:

(a) The products featured in SMRP Solutions are not endorsed by SMRP and SMRP assumes no responsibility in connection with the purchase or use of such products. The opinions expressed in the articles contained in SMRP *Solutions* are not necessarily those of the editor or SMRP.

iii) Website Linking:

(a) SMRP does not endorse companies, products or services and strictly prohibits any suggestion of endorsement, recommendation or superiority of one company, product or service over another company, product or service.

(b) SMRP does not allow framing of its website(s). When setting up a link to SMRP's website(s), the site shall open a new browser window rather than displaying the page in a frame of the linking site's web page.

- (c) SMRP does not allow other websites to copy and reuse information or materials from SMRP's website(s).
- (d) Links may be made to the following types of external websites, provided the websites have a registered URL and are appropriate for all ages:
  - 1. Non-profit maintenance organizations
  - 2. Non-profit reliability organizations
  - 3. Non-profit trade associations
  - 4. Non-profit skilled trades associations
  - 5. Other non-profit organizations related to reliability, maintenance, best practices, bench marking, etc.
  - 6. SMRP maintained external social media and calendars
- (e) Links shall not be made to the following external websites:
  - 1. Websites that contain or promote illegal material or activities such as hate speech, pornography, bias, discrimination, libelous or defamatory content.
  - 2. Websites that are engaged in any activity incompatible with SMRP's mission and goals.
  - 3. Websites that contain obviously false or misleading information.
  - 4. Websites for religious or political organization or candidates, or sites that advocate positions on issues not related to SMRP's mission and goals.
  - 5. Websites that offer invasive or intrusive advertising such as, but not limited to, continuous pop-up windows with advertising, even if it is for products or services provided by the website to which the page is linked.
  - 6. Individual or personal web pages
  - 7. Blogs or discussions not moderated by SMRP
- (f) SMRP shall use caution in linking to sites that contain real time components, such as chat rooms and bulletin boards, outside moderation control of SMRP.

These sites may not be appropriately monitored or edited by the host and participation criteria may not be posted on the site.

- (g) SMRP website(s) do not link to for-profit commercial websites with the exception of member services or other sites under specific contracts or agreements with SMRP.
- (h) Links from SMRP website(s) are provided for convenience and information only, and SMRP assumes no responsibility for their content. SMRP reserves the right to link to external websites that SMRP feels provides a service to its members. SMRP unconditionally reserves the right to refuse any link request, and unconditionally reserves the right to remove posted links on SMRP website(s) without notice. SMRP websites shall not link to any website where such link shall violate SMRP's status as a 501(c)(3) SMRP Foundation, or 501(c)(6) SMRP Society, non-profit corporation.

## **12) CONFLICT OF INTEREST**

### i) Policy:

- (a) Each officer, director, committee chair, consultant and staff member of SMRP shall avoid actual and apparent conflicts of interest that would impair their ability to discharge their responsibilities to SMRP with the necessary loyalty and integrity.

### ii) A conflict of interest subject to this policy, includes but is not limited to, the following :

- (a) Ownership of any financial or other proprietary interest in any entity supplying (or seeking to supply) goods or services to SMRP.
- (b) Receipt of any benefit from a third party because of that party's past, present, or future business relationship with SMRP.
- (c) Receipt of any financial benefit from a pending decision of SMRP.
- (d) Service as an officer, director, committee chair or staff member of any competing organization (i.e. any nonprofit or business enterprise whose purposes, products and/or services compete with those of SMRP).

### iii) In determining whether a conflict of interest exists, the foregoing definition applies to interests owned or benefits received by the individual, his/her spouse, children or parents and any business enterprise for which any of the foregoing individuals perform services. In addition, the definition applies to services by the individual or his/her

spouse as an officer, director, committee chair or staff member of any competing organization.

iv) Procedure:

- (a) Each officer, director, committee chair, consultant or staff member of SMRP should consider, with respect to each matter for which he/she is responsible, or which is before the Board, whether a conflict of interest exists. When such a conflict exists, the officer, director, committee chair, consultant or staff member shall disclose it to the Board (in the case of officer, directors and committee chairs) or to the Executive Director (in the case of staff members).
- (b) Such individual shall then excuse him/herself from voting or taking any other action on behalf of SMRP regarding any matter involving his/her interests. Any failure to disclose a conflict of interest may subject the individual to removal from office, termination of employment or other form of discipline, as determined by the Board or Executive Director.
- (c) In addition, upon disclosure of such a conflict, voluntarily or otherwise, the Board (or, in the case of a staff member, the Executive Director) may request that the individual having the conflict resign his/her position with SMRP or take other action to remove the conflict.
- (d) The Chair has the power to appoint an ad hoc committee to investigate any apparent conflict of interest. If a conflict should exist with the Chair, the Vice Chair has the power to appoint an ad hoc committee.
- (e) Each officer, director, committee chair, consultant and staff member shall sign the Code of Conduct statement. (See Appendix C).

### **13) CONSENT AGENDA USAGE**

- i) The Chair, in consultation with the Board, may place items on the consent agenda (i.e., committee, chapter and staff reports). Any item on the consent agenda requires that all related reports be submitted in writing ten (10) days prior to the official Board meeting.
- ii) When using the consent agenda, the Board agrees to the consideration of these items as a group under one motion. Consent items are those which usually do not require discussion or explanation prior to Board action, are non-controversial and/or similar in content or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items may include administrative tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items may also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of minutes, finances and reports.

- iii) An individual director may remove items from the agenda by a timely request to the Chair. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the Board. An item removed from the consent agenda shall then be discussed and acted on separately immediately following the consideration of the consent agenda.

#### **14) DATA BACKUP**

- i) Membership records and data generated by the administration of the organization shall be backed-up daily and stored off-site weekly.

#### **15) DIVERSITY POLICY**

- i) SMRP commits to the following:
  - (a) Encouraging the interest and participation of women, minorities and any other underrepresented groups in the maintenance and reliability profession.
  - (b) Encouraging the interest and participation of non-maintenance related people with broad occupational areas of focus within the organizations served, including production/operations, design/process engineers, procurement, human resources, business administration and executive management.
  - (c) Encouraging the interest and participation of a broad array of industries, approximating the general distribution of manufacturing, process, governmental facilities support and other industries served by SMRP.
  - (d) Providing support and development to maintenance and reliability professionals, acknowledging and respecting differences in family status, gender, sexual orientation, age, religion, physical abilities, geography and occupation.
  - (e) Measuring performance in achieving SMRP's diversity goals.

#### **16) ENFORCEMENT OF DIVERSITY POLICY**

- i) SMRP shall actively enforce its Diversity Policy. Any SMRP member or employee who harasses or discriminates against any other member of SMRP, SMRP staff, or is otherwise in breach of this policy, shall be subject to the Society's disciplinary procedure. Any grievance brought by a member or employee shall be reviewed by the SMRP Diversity Enforcement Committee. Where required, specify disciplinary action shall be taken up to and including loss of membership status and professional status as a CMRP for SMRP members and termination for SMRP employees and staff. The SMRP Diversity Enforcement Committee shall be comprised of the following:

- (a) Sitting SMRP Diversity Chair
  - (b) Sitting Vice Chair of SMRP Board
  - (c) Sitting Director of SMRP Member Services
  - (d) Sitting Chair of SMRPCO
  - (e) Executive Director of SMRP
- ii) SMRP members and employees shall have the right to due process and to appeal disciplinary decisions made by the SMRP Diversity Enforcement Committee. Appeals shall be formally reviewed by the entire SMRP Board of Directors. The decision of the Board is final.

#### **17) DUES**

- i) The Membership Committee shall periodically review and recommend dues changes for all membership types. Student members receive a discounted membership. Additionally, the Membership Committee may modify dues pricing from time to time to accommodate new membership campaigns, including flat-rate fee premium offers. All recommendations made by the Membership Committee must be presented and approved by the Board. The Board reserves the right to recommend and approve membership dues changes without a formal proposal from the Membership Committee.
- ii) SMRP shall not issue refunds or partial refunds of membership dues.

#### **18) DUES WAIVER POLICY**

- i) Should SMRP individual members find themselves in a position where they are unemployed or are in a situation where they cannot pay their annual dues, SMRP shall grant them a one-time dues waiver. Such members shall submit in writing a letter to SMRP explaining their situation and why they feel they are eligible for the waiver. Members can only take advantage of this program once during the lifetime of their SMRP membership. If granted, the waiver is good for one full year of membership. Submissions are to be sent to the Director of Member Services and shall be approved by the Membership Committee.

#### **19) RESERVE FUND INVESTMENT**

- i) The Trustees of the Endowment Fund shall be the Vice Chair of the Board (serving as Chair of the Endowment Fund Trustees), Treasurer of the Board, Education Director and the Executive Director.

## **20) FINANCIAL MATTERS**

### i) Fiscal Year:

- (a) The fiscal year of the Society is July 1st through June 30th.

### ii) Uniform Bank Resolution:

- (a) Appropriate resolution(s) shall be adopted by the Board at the first meeting of the Board after the announcement of election results, providing for designated depositories for funds of the association, custody thereof and authorized signers of checks. The signatures of two (2) authorized persons designated by the Chair (who may be one of the two (2) signers) shall be required on all checks drawn against Society accounts for amounts exceeding \$5,000.

### iii) General Handling of Funds:

- (a) All moneys received by the Society in payment of dues, contributions to Society functions, registration fees or any other proper obligation to the Society, shall be deposited in authorized bank accounts. Funds for the purchase of reserve funds instruments, as determined from time to time by Board authorization, shall be withdrawn from such accounts when it is determined by the Treasurer and the Chair that sufficient amounts are available. Other funds that may be required from time to time may be maintained in the Revolving Fund account of the Society, observing procedures approved by the Treasurer.
- (b) Appropriate journals or computer entries which record daily receipts and expenditures shall be maintained by the management firm under supervision of the Treasurer.

### iv) Revolving Fund Account:

- (a) Ordinary Society operating disbursements are to be made from a Revolving Fund Account. The Revolving Fund Account is to be authorized by the Treasurer and in amounts to satisfy operating cash demands. The funds are drawn from the authorized general account(s) and appropriate records are maintained, for the information of and approval by, the Treasurer and the Chair of the Board.

### v) Annual Audit and Financial Statement:

- (a) An annual audit of the financials shall be conducted. The Board shall review and approve an audit firm specializing in non-profit audits at least once every three (3) years. By appropriate resolution, the Board shall designate the auditors

at their first meeting of each year for the previous year. The staff is authorized to prepare a financial statement from the auditor's report in suitable condensed form for approval and submittal by the Treasurer to the members at the annual meeting of the Society. The audit firm shall be selected by a Request For Proposal (RFP) process.

vi) Budget Process:

- (a) Policy: SMRP shall adopt an annual budget to guide the organization in each fiscal year exercising sound and appropriate fiscal responsibility. A balanced budget is required and may include investment funds as allowed by the investment policy.

vii) Financial Signing Authority:

- (a) The Executive Director shall have financial authority to execute or electronically sign for expenditures of \$5,000 or less. For expenditures greater than \$5,000, two (2) signatures shall be required, the Executive Director and Treasurer. Other officers may also be approved as the executor second signature when necessary.

viii) Issuance of Membership and Financial Reports:

- (a) Membership and financial reports shall be issued by the management firm in the format approved by Membership Committee and Treasurer by the 20th of the month for the preceding month.

## **21) GRAPHICS/LOGO USAGE POLICYs**

The logo files are the intellectual property of the Society for Maintenance & Reliability Professionals (SMRP). The files may be used by SMRP members in good standing and by SMRP Approved Providers in accordance with the terms and conditions outlined below. Any failure by a user to comply with the terms and conditions outlined may result in the immediate termination of use. The interpretation and enforcement of these terms and conditions shall be made by SMRP in its sole discretion.

- i. The logos are made available to SMRP members in good standing and to SMRP Approved Providers in high-resolution JPG, EPS, and PNG files. The logos may not be revised or altered in any way, and must be displayed in the same format as presented in SMRP's Brand Guidelines. SMRP reserves the right to update or revise the Brand Guidelines at its discretion. Any nonmembers seeking logo usage must complete the logo usage form for consideration (see Appendix I).

- ii. The logos may be used in a professional manner on the user’s business cards, stationery, literature, website, or in any other similar manner to signify the user’s membership or Approved Provider status in SMRP. The logo may never be used independent of the term “MEMBER,” as presented. In the event an SMRP member presents on behalf of the organization, a PowerPoint template with the proper use of the logo will be provided.

The logos may not be used in any manner that discredits SMRP or tarnishes its reputation; is false or misleading; violates any law, regulation, or other public policy; or mischaracterizes the relationship between SMRP and the user, including any use of the logos that might be construed as an endorsement, approval, sponsorship, or certification by SMRP of the user, or the users business or organization, products or services.

- iii. Use of the logos shall create no rights for users beyond the terms and conditions. The logos shall remain the sole and exclusive intellectual property of SMRP. SMRP shall have the right to request samples of use of the logos and reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user’s logo usage is not compliant with these terms and conditions.
- iv. Chapter logos may be accessed by chapter leaders by emailing [info@smrp.org](mailto:info@smrp.org).
- v. Any questions concerning use of the logos or the terms and conditions should be directed to SMRP Headquarters, at 1.800.950.7354 or [info@smrp.org](mailto:info@smrp.org).

## **22) INTELLECTUAL PROPERTY**

### i) Scope:

- (a) The SMRP Intellectual Property (IP) Rights and Usage Policy is a statement that covers all aspects of its intellectual property ownership and ownership of such rights by others. This Policy sets forth the SMRP position regarding the use of the IP Rights and policies regarding such use.

#### 1. Applicable sections of other SMRP policies:

- i. Bylaws
- ii. Operating Policy

### ii) Nature of IP Rights:

- (a) The IP Rights of SMRP comprise two (2) types of intellectual property: Copyrights and Trademarks.

1. Copyrights

i. Exclusivity of Rights

Copyrights cover all aspects of SMRP's business. Publications including, but not limited to, Technical Reports, magazines, books, courseware, journals, Conference Proceedings and the newsletter. In addition, software, videotapes, audio tapes, CDs and the SMRP website also come within the protection accorded by copyright. Copyright provides the exclusive right to SMRP to reproduce, display and distribute the works it publishes and accords SMRP the exclusive right to create derivative works from such copyrighted works. These exclusive rights are a substantial economic asset of the Society and shall not be exploited without the specific consent of SMRP. The SMRP program for the licensing, distribution and sale of its copyrighted works is administered by the SMRP Board.

ii. Licensing of Rights by SMRP

SMRP does not permit the reproduction of its works without an appropriate license. Select copyrighted works, including but not limited to, certain Technical Reports, magazines, books, software and newsletters, are individually offered for sale or license. Dissemination of works that are for private use is strictly prohibited unless a license is obtained from SMRP for such dissemination.

2. Trademarks

The trademarks and service marks of SMRP are valuable assets that distinguish the services and products of SMRP. It is important that these marks be respected and used properly.

i. Use of the SMRP Logo

The SMRP Logo shall only be used in officially sponsored conference or events of the SMRP, SMRP correspondence, SMRP publications, SMRP products and SMRP promotional materials. Guidelines for the use of the SMRP Logo are available from the SMRP, and are attached as Appendix I.

ii. Use of SMRP Letterhead

Use of SMRP letterhead and or/SMRP Logo on non-SMRP documents shall not be permitted unless such person has been authorized by the SMRP. SMRP authorized committees or working groups may use letterheads for official SMRP use only.

iii. Using Third-Party Marks

Using the trademarks or service marks of other organizations in Technical Reports, publications and technical papers shall be avoided where possible. However, if it is important to the substance of the publication to use a third-party trade or service mark, one shall use it as an adjective in front of a generic name of a product or service. If known that the mark is registered, an “®” shall be used with a footnote indicating the ownership of the mark. Technical Reports shall use the generic description of products in reference to their applicability or suitability for use in conformance to the requirements of the Technical Report.

**23) INTERNATIONAL AFFILIATES**

i. Administration

- a. Staff will manage regional affiliates like a shared interest group rather than an independently-incorporated chapter
- b. SMRP will allocate funds for administration and marketing
- c. SMRP staff will assist with affiliate petition, outreach and communication with affiliate leader
- d. SMRP staff will manage the promotion and marketing of affiliate events

ii. Eligibility & Formation

- a. To establish an affiliate, an SMRP member must submit an international affiliate request form and meet the requirements outlined below:
  - i. Affiliate leaders must be members in good standing and hold the CMRP or CMRT designation
  - ii. Distribute, with the help of staff, a petition to contacts in the region and receive a minimum of 25 signatures supporting the formation
  - iii. Submit the affiliate petition to SMRP Board for review and approval
  - iv. Upon SMRP Board approval, the international affiliate leader will be notified with next steps

iii. Expectations/Policy

- a. Upon SMRP Board approval, international affiliate leadership must complete the following to officially form and maintain affiliate status:
  - i. Establish a Chair and Vice Chair
  - ii. Sign and abide by the SMRP Volunteer Code of Conduct
  - iii. Complete the International Affiliate Agreement (see APPENDIX H)
  - iv. Agree to follow the SMRP antitrust policy and procedures
  - v. Establish SMRP webinar format, whereby each affiliate webinar is free to members and non-members must pay \$35 USD
  - vi. Hold a minimum of four educational meetings per year
  - vii. Webinars or in-person events are acceptable (as long as costs are within allotted budget)
  - viii. Content should align with the Body of Knowledge
  - ix. A schedule of meetings/topics/presenters/language preference should be submitted to staff by deadlines indicated for vetting and approval

iv. Review

- a. The SMRP Board reserves the right to review activity annually and revoke the status of an affiliate not meeting requirements

**24) INTERPRETATIONS POLICY**

It is the policy of the SMRP that provisions involving business relations between buyer and seller, such as guarantees, warranties and other commercial terms and conditions, shall not be included in SMRP standards. It shall not be acceptable to include proper names or trademarks of specific companies or organizations, acceptable manufacturer lists, service provider lists or similar material in the text of a standard or in an annex (or the equivalent). Where a sole source exists for essential equipment, materials or services necessary to determine compliance with the standard, it shall be permissible to supply the name and address of the source in a footnote or informative annex as long as the words “or the equivalent” are added to the reference. In connection with standards that relate to the determination of whether products or services conform to one or more standards, the process or criteria for determining conformity may be standardized, as long as the description of the process or criteria is limited to technical and engineering concerns, and does not include what would otherwise be a commercial term or proper name.

**25) IRS FORM 990 DISCLOSURE**

- i. The SMRP shall supply Form 990, Return of Organizations Exempt Income Tax, to individuals or firms, upon written or in person request. If the request is in person, the request shall be honored on the day of the request. If the request is in writing, the request shall be honored within thirty (30) days. SMRP shall charge a reasonable copying fee and postage cost

## **26) ISSUANCE OF REQUEST FOR PROPOSALS FOR CONTRACTED SERVICES AND PROJECT PROPOSALS FORMATION**

- i) After approval of budget, Directors shall seek approval for expenditures over \$5,000 and seek approval of services through a RFP process. Contracts shall be submitted to the Committee Chair and Officers for approval. The Chair of the Board and Executive Director shall sign the contract.

## **27) JOINT VENTURE POLICY**

- i) SMRP requires that the Society evaluate its participation in joint venture arrangements under Federal tax law and take steps to safeguard the Society's exempt status with respect to such arrangements. It applies to any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity as further defined in this policy.
- ii) Joint ventures or similar arrangements with taxable entities: For purposes of this policy, a joint venture or similar arrangement (or a "venture or arrangement") means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment or exempt-purpose activity without regard to the following:
  - (a) Whether the SMRP controls the venture or arrangement
  - (b) The legal structure of the venture or arrangement
  - (c) Whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. A venture or arrangement is disregarded if it meets both of the following conditions:
    1. 95% or more of the venture's or arrangement's income for its tax year ending within the SMRP's tax year is excluded from unrelated business income taxation [including but not limited to: dividends, interest and annuities; royalties; rent from real property and incidental related personal property except to the extent of debt-financing; and gains or losses from the sale of property]; and
    2. The primary purpose of the SMRP's contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.
- iii) Safeguards to ensure exempt status protection:

- (a) The SMRP shall negotiate in its transactions and arrangements with other members of the venture or arrangement such terms and safeguards adequate to ensure that the SMRP's exempt status is protected; and
- (b) take steps to safeguard the SMRP's exempt status with respect to the venture or arrangement. Some examples of safeguards include:
  - 1. Control over the venture or arrangement sufficient to ensure that it furthers the exempt purpose of the SMRP;
  - 2. Requirements that the venture or arrangement gives priority to exempt purposes over maximizing profits for the other participants;
  - 3. The venture or arrangement not engage in activities that would jeopardize the SMRP's exemption; and
  - 4. All contracts entered into with the SMRP be on terms that are arm's length or more favorable to the SMRP.

## **28) LEGAL COUNSEL**

- i) The SMRP shall employ legal counsel as provided in the Bylaws.

## **29) MAILING LIST**

- i) Mailing List:

- (a) SMRP shall not allow the use of its member mailing list for any other conferences or other purposes without the approval of the Board. The mailing list is for SMRP official use only.

- ii) Conference Attendee List:

- (a) An electronic copy of the Conference attendee list (including names, addresses, emails and phone numbers) shall be made available to the Conference exhibitors approximately one month prior to the Conference. Exhibitors receiving the attendee list shall be in good standing with SMRP and exhibiting at the Conference. If an individual makes a request for the attendee list, he/she shall be provided a paper copy as part of the normal Conference proceedings. Requests for the attendee list by individuals, vendors, consultants, etc. who are not attending that year's Conference shall not be honored.

- iii) Directory:

- (a) A Society directory shall be published regularly, including names, addresses, email addresses and telephone numbers of members. Its distribution is restricted to members only and to others as the Chair may determine. The Industry Partner members shall not use the Directory as a contact list.

### **30) MEETING MINUTES**

- i) Minutes shall be kept for all official meetings, including committee and chapter meetings. Drafts of minutes, notes and audio or video recordings shall not be retained in the files of the organization officers, directors, committee members and staff once the minutes are approved.
- ii) The purpose of taking minutes at SMRP meetings is to protect the Society and the people who participate in the meeting. The minutes are not intended to be a record of discussions, nor do they serve as a newsletter for the Society. Rather, they reflect the subjects considered and the decisions made. The minutes shall reflect actions taken at the meeting, not the substance of the discussions. Minutes shall indicate the place, date and time of the meeting, as well as the names of all participants at the meeting.
- iii) Minutes shall be recorded by the staff of the management organization and submitted to the Secretary of the Board or meeting leader and Legal Counsel for review and approval.
- iv) Minutes shall be distributed within a reasonable time following the meeting to those that attended, those who were supposed to be in attendance and others determined by the Board.
- v) Minutes shall be safeguarded in the permanent files as described in section 37, Records Retention and Safeguards.

### **31) MEMBERSHIP POLICIES**

- i) Membership Policies:
  - (a) Executive Membership: Membership is transferable. Members of an executive member company may be replaced with others from the same organization. Notification of changes to executive membership shall be made in writing to the SMRP membership department.
  - (b) Individual membership: Individual membership is non-transferable from person to person.

(c) Profile updates: Member profile updates shall be made in writing to the SMRP membership department, or a member can update his/her own profile in the member's only section of the SMRP website.

(d) SMRP shall not issue refunds or partial refunds of membership dues.

### **32) METRICS POLICY**

i) It is the policy of the SMRP that all standards developed by the SMRP Standards Committee shall use units from the International System of Units (SI) wherever units are specified. The use of units from the inch/pound system may be provided in parentheses following the SI units in the following form:

(a) Length           mm (in)

(b) Volume           L (gal)

(c) Weight           kg (lbs)

(d) Temperature   °C (°F)

### **33) NOMINATING COMMITTEE**

i) SMRP's vision and mission require a commitment to the development of an organization that values diversity, respects all of its members and maintains a climate in which everyone is treated with dignity. In the nomination of Officers and Directors, SMRP shall consider a wide range of candidate capabilities and shall make appointments that reflect the needs of the organization and the ability of members to perform the duties.

(a) Officer and Director Nominating Procedures:

1. The Secretary and Treasurer positions shall alternate election years to ensure continuity on the Executive Committee.
2. Current Directors may be nominated or may self-nominate for an open Officer position no later than June.
3. The Call for Nominations process shall begin no later than early May and shall close by early June.
4. The Nominating Committee shall be responsible for vetting candidates following the close of the Call for Nominations process.

5. The Nominating Committee shall strive to maintain a minimum of five practitioners when vetting candidates for the Board; however, the final slate shall be determined based on candidate qualifications.
  6. The Nominating Committee shall issue and present the slate of Officers and Directors to the Board no later than August.
  7. The slate of nominated Officers, as approved by a simple majority vote of the Executive Committee, shall be presented to all SMRP voting members at least thirty (30) days prior to Annual Business Meeting.
  8. Officer positions shall be elected based on a simple majority vote of the eligible SMRP voting members present at the Annual Business Meeting.
  9. Terms begin immediately following the affirmation vote.
  10. All Board members shall sign the SMRP Board Commitment form (Appendix B).
- (a) Global Forum on Maintenance and Asset Management (GFMAM) Liaison Nominee:
1. The GFMAM Liaison shall be nominated by the Director of Outreach.
  2. Upon Board approval, the GFMAM Liaison can serve in the position for up to three (3) years.
  3. The GFMAM Liaison must be a member in good standing, maintain CMRP, and be a current or former member of the Board of Directors who executed the role of an Officer or Director in good standing.
  4. The Board may nominate the GFMAM Liaison if the Director of Outreach is unable to put forth a nominee.

### **34) OFFICERS AND BOARD OF DIRECTORS**

#### **i) Privacy Of Meetings:**

- (a) Attendance at meetings of the Board of Directors shall be limited to members of the Board, appointive officers, legal counsel and members of the staff. Invited members, expert guests and Industry Partners may also attend from time to time to effectively and expeditiously carry on the business of the Board. Exceptions may be made with the prior approval of the Chair.

- (b) Members of the trade and public press, in accordance with general association and public practice, shall not be invited to attend Board meetings. Officers may conduct post-meeting press conferences as are believed necessary, and once approved, the minutes of the meetings shall be available on request for inspection at all times.

ii) Indemnification:

- (a) The association shall provide indemnification of officers and members of the Board as is appropriate to protect them in the event of legal action brought by members or by consumers in class action proceedings, all in accordance with good association operating practice.
- (b) All members of the Board shall read and sign the SMRP Board Commitment Form (Appendix B).

### **35) PRIVACY POLICY**

1. Privacy Policy

- a. Society for Maintenance & Reliability Professionals (“SMRP”) has adopted this Privacy Policy (“Policy”) to govern the collection, use, and storage of data. (“SMRP,” “We” or “Us,” as used in this Policy, may include SMRP subsidiaries and affiliated entities.) SMRP is a nonprofit professional society formed by practitioners to advance the maintenance, reliability and physical asset management profession. SMRP takes the issue of privacy very seriously. This Policy is intended to help you understand how SMRP collects, uses and safeguards the information we collect. This Policy governs all forms of Personal Information collected by SMRP whether electronic, written or oral. By accessing our website or providing your information to us, you accept and agree to the practices described in this Policy.

2. What Types of Information We Collect

- a. We collect a variety of information when you visit our website and engage with our service. This information may include name, job title, email, company name, address, phone number, credit card information, IP address, and industry/career demographics, which identifies you as an individual or is information that can be linked to you as an individual (“Personal Information”). Visitors may generally browse public portions of the SMRP website anonymously without providing any detailed information. However, Personal Information is required in connection with registering with the site. In addition, Personal Information will be requested in connection with membership registration, event activities, purchasing products or services, requesting additional information, signing up for newsletters, or submitting questions through this site.

3. How We Collect Personal Information

- a. In general, a visitor will know when Personal Information is being collected because he or she will have to fill out a form. In addition, we may collect Personal

Information through your use of the website and Apps, or any discussion boards or chat rooms. SMRP collects Personal Information at trade shows when business cards are submitted; when users download products on our website (including webinars); when applying for membership or certification; when creating a username on our community platform; when users register/attend/sponsor/exhibit/speak at events; and when users utilize our third-party job board platform. SMRP does not knowingly collect or use any Personal Information from users under 13 years of age.

4. Cookies

- a. A "cookie" is a piece of data stored on your hard drive containing information about you. SMRP may use cookies in order to collect certain information about you, such as IP addresses (the Internet address of a computer), domain names (e.g., whether you are logged on from a .com, .gov, or .edu domain) and the type of computer and operating system being used. We may also use cookies to identify your computer when you revisit our website or to recall your authentication information. SMRP may collect such information in order to better operate the website so as to enhance your experience while using the website. You have the option of setting your computer to disable cookies or to alert you when cookies are being used. If you choose to disable cookies, please be aware that portions of the Site may not function properly.

5. How We Use Information

- a. The Personal Information we collect is used to communicate with visitors to improve the content of our website, to notify consumers about updates to our website, to contact consumers for marketing purposes, and to contact members and certificants about renewals and programs. We may contact you to confirm purchases, enrollment to services, or to check the accuracy of the information you provide. We may also send you notices about special offers, new products, services, promotions, upcoming events and other similar information. In addition to the other uses described in this section, we may also use your Personal Information with your consent, as you expressly authorize us to do so. We will not keep your Personal Information any longer than necessary.

6. How We Share Information

- a. SMRP may provide personal information to third party agents that have been hired to help provide a requested good or service. SMRP shares chapter rosters with chapter leaders. Unless directed otherwise at the time of collection, we may also share collected personal information with third parties who may have information or services that we believe could be helpful to members or visitors. Members or certificants may opt-out from the sharing of collected information by contacting [info@smrp.org](mailto:info@smrp.org). SMRP reserves the right to disclose without notice any information in its possession if required to do so by law, to protect or defend SMRP's rights or property, or to respond to an emergency. This website contains links to third-party websites which are not under the control of SMRP. We are not responsible for the privacy practices of any linked site. Links to other sites do not imply SMRP's endorsement of the products or services, or privacy or security practices of those websites.

## 7. Our Security Protections

- a. We use commercially reasonable efforts to make our collection of data consistent with all applicable laws and regulations. We exercise care in providing secure transmission and storage of data. However, no data transmission or storage is 100% secure. We cannot warrant that all data we transmit, store and collect will be completely secure. We take commercially reasonable efforts to create and maintain firewalls, restricted access and other appropriate safeguards to ensure that, to the extent we control information, it is used only as authorized by us and consistently with this Policy.

## 8. Your Privacy Options

- a. We respect your privacy and recognize your right to limit how we contact you and share information. We will endeavor to correct, update or remove collected Personal Information if contacted. When we contact you by email, all email campaigns from SMRP will contain instructions and/or hyper-links to Opt In or Opt Out (unsubscribe) of our email lists. In addition, e-mail addresses may be removed from SMRP e-mail lists at any time by contacting SMRP as outlined below. SMRP acknowledges that you have the right to access your Personal Information. In case you request us to remove data, we will respond within a reasonable timeframe. Upon request, SMRP will provide you with information about whether we hold any of your Personal Information. You can update or correct your Personal Information or remove it from our system by logging into your member profile or by making a request to us at the contact information provided below. Requests typically receive a response within thirty (30) days. If access cannot be provided within that time frame, we will provide the requesting party with an estimated date by which the information will be provided. If for some reason access is denied, we will provide an explanation of why access has been denied. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the address below. We will promptly correct any information found to be incorrect.

## 9. Changes to the Privacy Policy

- a. SMRP reserves the right to modify this Policy at any time without prior notice. Your continued use of this website shall constitute your acceptance of the Policy.

eerickson@smrp.org

## **36) ONLINE PRIVACY POLICY**

- i) SMRP respects the privacy of its members and other visitors to its website.
  - (a) SMRP collects and stores only personal information that its members and visitors knowingly provide. SMRP and its direct subsidiaries use collected data to improve their own web content, to better serve their members, to respond to visitors' interests, needs and preferences and to develop new products and services.
  - (b) SMRP makes member contact information available through the SMRP Membership Directory to other members using its website and to those who

register for its conferences. SMRP may also provide limited data to third parties that offer products and services. When users provide data, they may request SMRP refrain from disclosing their data to third parties. Additionally, users may contact SMRP at info@smrp.org or 1-800-950-7354 to express their preferences and to make inquiries about how the information collected is to be used.

- (c) SMRP does not collect any personal information from users browsing its website. Only aggregate data, such as the number of hits per page, is collected. Such aggregate data is only used for internal and marketing purposes.
- (d) For the purposes of data protection, SMRP follows best practices prescribed by its management company.
- (e) SMRP does not disclose credit card account information provided by its members and customers. When members and customers choose to pay using their credit cards, SMRP submits the information needed to obtain payment to the appropriate clearinghouse.
- (f) SMRP's website contains links to other websites. SMRP has no control over and is not responsible for the privacy policies or content of such sites.

### **37) PATENT POLICY**

#### **i) Policy:**

- (a) It is preferable that proposed standards not require the use of patented inventions. However, if a patented item can be technically justified as necessary for inclusion in a standard, it may only be included under the following conditions:
  1. Prior to balloting by the SMRP Standards Committee, all known or potential patents on inventions that may be required in order to comply with the provisions of the standard shall be disclosed.
  2. It shall be documented that the patent holder shall make available without compensation, or under reasonable terms and conditions without discrimination, a license to any applicants for the purpose of implementing the standard.
  3. A note shall be added to the foreword of the standard that informs the user that compliance with this standard may involve the use of an invention that is covered by patent rights.

#### **ii) Responsibility for Identifying Patents:**

- (a) SMRP shall not be responsible for identifying all patents for which a license may be required by a standard.
- (b) Where a claim of patent rights is made by the patent holder, SMRP makes no assumptions or statements as to the validity or enforceability of such a claim.
- (c) The risk of infringement of such rights through misuse of protected materials rests solely with the user.

iii) Records:

- (a) Records pertaining to this policy shall be maintained in accordance with SMRP Policy Records Retention.

**38) PROCESS FOR DETERMINING COMPENSATION POLICY**

- i) The process for determining compensation for all persons employed or under agreement as independent contractors by the SMRP shall include:
  - (a) Review and approval: The compensation of the person is reviewed and approved by the Board or Compensation Committee, provided that persons with conflicts of interest with respect to the compensation arrangement at issue are not involved in this review and approval.
  - (b) Use of data as to comparable compensation: The compensation of the person is reviewed and approved using comparable compensation data for similarly qualified persons in functionally comparable positions at similarly situated organizations.
  - (c) Contemporaneous documentation and recordkeeping: There is contemporaneous documentation and recordkeeping with respect to the deliberations and decisions regarding the compensation arrangement.

**39) RECORD RETENTION AND SAFEGUARDS**

- i) SMRP has adopted the following record retention policy for the systematic retention and destruction of documents based on statutory or regulatory record-keeping requirements and practical business needs. This policy applies to all documents stored by the Society for any period of time, whether in paper or electronic form, and shall be implemented by the SMRP's management firm/staff.
- ii) It is the intention of this policy that documents are retained only so long as they are necessary to the conduct of the Society's business, required to be kept by statute or government regulation or relevant to pending or foreseeable investigations or litigation.

To achieve the Society's objectives, only documents meeting these requirements should be stored. Documents that must be maintained can be catalogued and, if possible, reduced to some form of electronic record for storage and easy access when needed. All retained documents should be identified and indexed.

(a) Financial Records Retention Period:

Annual Budget:	Permanent
Annual/Audit Review:	Permanent
Monthly Report:	Three (3) years
Quarterly Report:	Three (3) years
Function Report:	Three (3) years
990's:	Permanent
State Annual Report:	Permanent

(b) Membership Reports Retention Period:

SMRP New Member Report provides backup verification of new member information, sponsor designation and related details for a period of three (3) years. SMRP Monthly Membership Roster may be the only print-record of the membership and is a valued document that should be proofread and verified for accuracy. It is kept permanently.

(c) Standards Retention Period:

Records shall be prepared and maintained to provide evidence of compliance with standards development procedures. Records concerning new, revised or reaffirmed standards shall be retained for one complete standards cycle, or until the standard is revised. Records concerning withdrawn standards shall be retained for at least five (5) years from the date of withdrawal.

(d) Other Items:

<b><u>Retention</u></b>	<b><u>Period</u></b>
Accident reports and claims (settled)	Seven (7) years
Accounts payable ledgers	Seven (7) years
Accounts receivable ledgers	Seven (7) years
Archival documents (wearables, programs, pictures for Society history)	Permanent
Articles of Incorporation	Permanent
Audit reports of accountants	Permanent
Bank Reconciliations	One (1) year
Bylaws	Permanent
Capital stock & bond records	Permanent

Cash books	Permanent
Charts of accounts	Permanent
Checks (cancelled, routine)	Seven (7) years
Checks (cancelled, important)	Permanent
Contracts & leases (expired)	Seven (7) years
Contracts & leases in effect	Permanent
Correspondence (general)	Three (3) years
Correspondence (legal matters)	Permanent
Deeds, mortgages, bills of sale	Permanent
Depreciation schedules	Permanent
Donations	Seven (7) years
Duplication deposit slips	One (1) year
Employee personnel records (terminated)	Three (3) years
Employment applications	Three (3) years
Expense analyses & distribution schedules	Seven (7) years
Financial statements	Permanent
General & private ledgers	Permanent
Insurance policies (expired)	Three (3) years
Insurance records, claims, policies	Permanent
Internal Audit reports	Three (3) years
Inventories	Seven (7) years
Invoices to customers	Seven (7) years
Invoices from vendors	Seven (7) years
Journals	Permanent
Loan documents	Permanent
Minute books of directors & stakeholders, including bylaws	Permanent
Notes receivables ledgers	Seven (7) years
Option Records	Seven (7) years
Payroll records and summaries	Seven (7) years
Personnel files	Seven (7) years
Patents	Permanent
Petty cash vouchers	Three (3) years
Physical inventory tags	Three (3) years
Property appraisals	Permanent
Property records	Permanent
Purchase orders	Thirteen (13) years
Receiving sheets	Seven (7) years
Requisitions	One (1) year
Sales records	Seven (7) years
Savings bonds records	Seven (7) years
Scrap & salvage records	Seven (7) years
Stenographer's notebook	One (1) year
Stock & bond certificates (cancelled)	Seven (7) years
Stockroom withdrawal forms	One (1) year

Subsidiary ledgers	Seven (7) years
Tax return & worksheets	Permanent
Time books	Seven (7) years
Trademark registrations & copyrights	Permanent
Vouchers register & schedules	Seven (7) years
Vouchers for payment to vendors and employees	Seven (7) years

**40) REFUND POLICY**

- i) SMRP’s refund policy varies with each program and product. To request a refund for a particular product or program, email SMRP at info@smrp.org or mail to 1100 Johnson Ferry Road, Suite 300, Atlanta, GA 3034255 or current SMRP headquarters office.

**41) REPRESENTATION OF POLICY**

- i) Directors, members, or volunteers shall not make any representations or statements regarding SMRP policies, positions, or government relations public statements except in strict conformity with written policy statements duly adopted and published by SMRP.

**42) RESERVE FUND INVESTMENT**

- i) The Reserve Fund Investment Committee, comprised of the Chair, Vice Chair and Treasurer, is responsible for monitoring the investment portfolio and ensuring the investment firm’s decisions align with a Board-approved SMRP investment policy. The Reserve Fund Investment Committee, with the help of the Executive Director and investment firm, is responsible for ensuring the following policies are met.
  - (a) Funds in SMRP’s investment portfolio shall be invested with the objective to preserve, at a minimum, the buying power of the invested funds (i.e., match or beat inflation) while maintaining liquidity of assets for emergency purposes at all times.
  - (b) SMRP shall retain a minimum of six (6) months operating expenses in the investment portfolio. Progress shall be reviewed on an annual basis during the budgetary process to determine if long-term strategic initiatives require a more aggressive investment strategy to support the interests of the association and its members.
  - (c) SMRP shall determine an annual targeted investment benchmark, at the discretion of the Treasurer, based on a publicly reported and recognized

economic benchmark, such as Consumer Price Index. SMRP's investment portfolio shall average a three percent return over a three-year period.

- (d) SMRP shall ensure portfolio adjustments made by the investment firm are communicated to the Reserve Fund Investment Committee and Executive Director in order to ensure the portfolio asset allocation continues to meet the objectives indicated in this policy.
- (e) SMRP shall ensure the investment firm provides regular portfolio statements and an annual investment report to the Reserve Fund Investment Committee.
- (f) SMRP shall ensure the Reserve Fund Investment Committee presents an annual investment portfolio report with recommendations, as needed, to the Board of Directors. Reports shall include a progress report on benchmark targets.

#### **43) REWARD PROGRAM FOR VOLUNTEERS POLICY**

- i) Staff and Board members are encouraged to undertake methods of recognition of volunteer service on a regular basis throughout the year. A formal recognition of volunteers program shall be conducted annually at the Conference to publicly acknowledge the level of contributions of volunteers to the mission of SMRP. The chart, attached as appendix H, shall be used as a guideline to recognize and reward the volunteers of SMRP.

#### **44) SEXUAL HARASSMENT AND ANTI-DISCRIMINATION POLICY**

- i) SMRP is committed to maintaining an organizational atmosphere free from sexual harassment and other forms of discrimination. SMRP realizes its moral and legal obligations to ensure that all members are provided a discrimination free environment to accomplish the mission of SMRP and to function effectively at SMRP activities. Sexual harassment or discriminatory behavior by anyone, whether occurring within or outside of the confines of a meeting, educational session, SMRP-related function, or social gathering, shall not be tolerated by SMRP.
- ii) Because SMRP takes allegations of sexual harassment and discrimination seriously, it shall respond promptly to complaints of sexual harassment and discrimination, and where it is demonstrated that such conduct has occurred, SMRP shall act promptly to eliminate the harassment or other offending behavior and impose corrective action as is necessary.

#### **45) SMRP CERTIFYING ORGANIZATION (SMRPCO)**

- i. The SMRP Certifying Organization (SMRPCO) shall have the authority to make financial related decisions to the SMRPCO annual budget as long as the increase(s) do not exceed a total of \$20,000 during the course of the fiscal year. The SMRP Board of Directors shall

be responsible for reviewing and approving SMRPCO budget increases that exceed \$20,000.

#### **46) SHARED INTEREST GROUP (SIG) POLICY**

i) Establishment & Formation:

- (a) The Society is authorized, through its Membership Committee, to provide for the formation and support the activity of SIGs upon petition of a sufficient number of SMRP members in good standing.
- (b) SIG representatives will be supplied a copy of the process for forming a SIG, SMRP Bylaws, SMRP Policy Manual and the requirements to remain active.
- (c) SIG shared interest concentration shall be specified in the online request form that is reviewed by the SMRP Membership Committee. The SMRP Membership Committee shall only approve one SIG per shared interest concentration. No SIG shall be allowed more than one area of shared interest concentration. The SMRP Membership Committee reserves the right to combine the activity of two (2) SIGs.
- (d) At all times, SIG shall operate in accordance with SMRP Bylaws and policies.

ii) SIG Operations:

- 1. SIGs shall comply with published SMRP image guidelines for use of SMRP's name, logo, etc. (Refer to Policy Section "GRAPHIC RESOURCES").
- 2. SIG's participants agree to follow the SMRP Antitrust Policy and Procedures.
- 3. Each new member of the SIG must read and sign the adopted Antitrust Policy Form (See APPENDIX A).
- 4. If the SIG hosts a LinkedIn page or utilizes a similar social media platform, the SIG must inform the SMRP Associate Director of any/all platforms being used. The SMRP Associate Director will work with the SIG to monitor the site(s) on and ensure that there is not a conflict of interest and that anti-trust laws are not being violated. All rules and regulations, such as the no solicitation policy, must be adhered to.
- 5. SIG activity will be reviewed and evaluated quarterly by the SMRP Membership Committee to determine the continued interest, participation, and viability of the SIG. The SMRP Membership Committee may use its discretion to dissolve a SIG due to low activity and participation.

iii) Conference:

- (a) SIGs may not plan or host events of half day or longer within fifteen (15) calendar days before or after the SMRP Annual Conference or Symposia.

**47) INDUSTRY PARTNER CODE OF ETHICS**

- i) Industry Partner members in the SMRP are welcomed and encouraged to participate in all facets of Society activities. SMRP values their industry experience, their organizational depth to assist the Society functions, their ideas and contacts throughout our practice arena.
- (a) The purpose of the Society is to develop a voice for the profession, to be a vehicle for professional development and to provide an opportunity to network with other professionals. Industry Partners may assist with these activities and contribute to SMRP's success while doing so.
- (b) Because of the nature of the Society's goals, it shall be inappropriate for any Industry Partner to use the Society as a forum for promotion of its products and services. This activity would be divisive and detracts from achieving SMRP's goals.
- (c) Acceptable behavior is answering direct questions about products and services. SMRP encourages members to meet outside of the meeting time to follow up on business interests. From time to time, the Society may also call upon Industry Partners to demonstrate or teach about an aspect of their expertise.
- (d) Courtesy emails alerting customers that an Industry Partner shall be attending the SMRP Annual Conference as an exhibitor shall be acceptable. Emails shall be polite and professional. Any opt out requests by the recipient for future emails shall be honored.
- (e) If an Industry Partner's behavior falls outside these guidelines, the Industry Partner shall be reprimanded by Board of Directors. Repetitive email blasts or other forms of communications not associated with the Annual Conference courtesy email that uses SMRP, its logo, themes, etc. to commercially promote a product is considered unacceptable practice. Continued offenses may result in a request to terminate membership. If specific input is required on appropriate behavior, the Industry Partner should contact the Society Membership Director and/or volunteer Membership Director.

**48) TRAVEL EXPENSES**

- i) SMRP may reimburse Officers, Directors, committee members and award winners for expenses incurred during the conduct of pre-approved Society business, outside of the Annual Conference and Executive Meetings, based on the following guidelines.
- ii) Days Covered:
  - (a) Expenses will be reimbursed related to the days a member is required to be present to participate in Society business or events and, where appropriate, for up to one travel day on each side of the planned event. All expenses associated with early arrival at a meeting location or an extended stay shall be the responsibility of the member. Examples include, but are not limited to the cost of additional hotel nights, meals, rental car costs and parking fees beyond those that would be incurred as part of normal participation in the meeting or event.
- iii) Reimbursable Expenses:
  - (a) Airfare:
    - 1. Airfare will be reimbursed at coach rate only. In order to keep expenses as low as possible, every effort should be made to book air travel as far in advance as possible, but no less than 14 days in advance.
    - 2. Air travel in coach class is authorized. For international travel, where flight time exceeds eight (8) hours, business class travel shall be allowed, pending approval from the SMRP Executive Director.
  - (b) Auto Expense:
    - 1. Mileage will be reimbursed in accordance with the current IRS guidelines and based on the most direct route possible. Should a member choose to drive to a meeting location and the cost of driving would exceed the cost of a non-refundable round trip airfare ticket (coach rate), he/she will be reimbursed up to the cost of the air travel only.
  - (c) Airport Transfers:
    - 1. The cost of transportation to and from both the departure and arrival airports is reimbursable. Members are expected to use the most cost effective way possible to get to and from both the departure and arrival airports.
  - (d) Other Transportation:
    - 1. The cost of taxis for short trips, subway and other local transportation is reimbursable.

(e) Parking:

1. Airport parking will be reimbursed at the satellite-parking rate. The cost to park a rental car at a hotel, meeting or other site, is the responsibility of the member.

(f) Hotel:

1. Hotel expenses shall be reimbursed up to the average cost of a moderately priced hotel room for the given geographic. Exceptions may be made, for hotel accommodations in certain high cost markets (New York, Washington D.C., Chicago, for example).

(g) Meals:

1. A \$50 per pay per diem will be provided for meals.

(h) Telephone, Fax and Related Business Expenses:

1. These expenses will be reimbursed if directly related to the conduct of SMRP business. Expenses for personal or other business requirements will not be reimbursed.

iv) Non-reimbursable Expenses

- (a) Incidental room charges such as mini-bar items, movies, laundry, dry cleaning and other personal items
- (b) Alcoholic beverages
- (c) Room service delivery and service charges
- (d) Expenses incurred by a traveling companion
- (e) Itemized receipts are required for all expenses of \$25.00 or more. The inclusion of receipts for smaller expenses, when available, is encouraged.
- (f) Reimbursement requests should be submitted for approval, as appropriate, to the Treasurer, who will then submit to Executive Director for processing.
- (g) To facilitate the reimbursement process, copies of the expense request and applicable receipts may be faxed to the appropriate person/s with hard copies following by mail.
- (h) Only expenses approved in advance by the Executive Committee will be reimbursed. Members of action teams, committees or other organizational units should discuss with

their respective Directors prior to incurring expenditures for approval and to determine if travel has been budgeted.

v) Policy Exceptions:

- (a) Exceptions to the above policies require advance approval of the Treasurer for reimbursement to occur.

**49) WHISTLE BLOWER POLICY**

i) The SMRP Code of Conduct (“Code”) requires officers, directors, other volunteers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the organization shall practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

ii) The purpose of the SMRP Whistleblower Policy is to establish policies and procedures for the following:

(a) The submission of concerns regarding wrongdoing, unethical or illegal matters or conduct by officers, directors, committee members, other volunteers and employees (“SMRP Person”), on a confidential and anonymous basis.

(b) The receipt, retention, and treatment of complaints received by SMRP.

(c) The protection from retaliatory actions against the SMRP Person reporting concerns.

iii) No Retaliation Policy:

(a) This Whistleblower Policy is intended to encourage and enable the SMRP member or employee to raise concerns within SMRP for investigation and appropriate action. No SMRP Person who reports a concern shall be subject to retaliation or, in the case of an employee, adverse employment consequences as a result of the report. Moreover, a volunteer or employee who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

iv) Reporting Responsibility:

(a) At any time any SMRP Person has a concern regarding the propriety or legality of any action contemplated to be taken or that has been taken by SMRP or any other SMRP Person, or believes that an action needs to be taken for SMRP to be in compliance with the law or appropriate ethical standards (collectively

referred to as “concerns”), the SMRP Person shall promptly advise the Audit Committee and/or the Executive Director. Concerns may also be submitted anonymously. Such anonymous concerns should be in writing and sent directly to the Chair of the Audit committee and Executive Director.

1. Employees shall report the concern to their immediate supervisor. If the individual is uncomfortable speaking with his/her supervisor, or the supervisor is the subject of the concern, the individual should report his/her concern directly to the Executive Director and Audit Committee Chair. If the concern was reported verbally to the Executive Director and Audit Chair, the reporting individual, with assistance from the both, shall reduce the concern to writing.
2. Directors and other volunteers shall submit concerns in writing directly to the Chair of the Audit Committee and the Executive Director.

v) Handling of Reported Violations:

- (a) The Chair of the Audit Committee shall notify the complainant and acknowledge receipt of the concern within five (5) days, if possible. The Audit Committee and the Executive Director shall promptly address all reported concerns, shall be responsible for investigation and shall make appropriate recommendations for corrective action to the Board of Directors with respect to all concerns, if warranted by the investigation. Action taken shall include a conclusion and/or follow-up with the complainant for complete closure of the concern. It shall not be possible to acknowledge receipt of anonymously submitted concerns.
- (b) The Audit Committee has the authority to retain outside legal counsel, accountants, private investigators or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

vi) Acting in Good Faith:

- (a) Anyone reporting a concern shall act in good faith. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly or with the knowledge that the allegations are false, shall be viewed as a serious disciplinary offense and may result in discipline, up to and including, dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

vii) Confidentiality

- (a) Reports of Concerns and their related investigations shall be kept confidential

to the extent possible. Because of the need to investigate the concerns, correct a problem or prevent future problems, SMRP cannot, however, ensure complete confidentiality. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including, termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

**50) WORKSHOP PRESENTER REIMSUBSEMENT** (See APPENDIX D)

- i) SMRP shall not reimburse Workshop presenters for expenses related to their presentation. SMRP shall provide a venue and cover basic costs, including meeting room space, audio-visual, food and beverage and meeting marketing. If the presenter is unable to cover all or part of other meeting-related expenses, the presenter must submit these expenses in writing for approval by the Board of Directors prior to incurring any expenses.
- ii) SMRP will reimburse presenters for reasonable expenses (not to exceed \$500) related to the preparation of any presentation materials such as handouts, handbooks, etc. (presenters shall contact SMRP in advance of preparing these materials with a cost estimate). The presenter has the sole responsibility to prepare and deliver the full quantity of presentation materials.
- iii) SMRP shall not pay Workshop presenters honorariums. The Education Director may approve exceptions to this policy for those presenters who would not typically have SMRP workshop attendees as potential customers/clients.

**51) STANDARDS DEVELOPMENT**

- i) Scope of Standards Activities:
  - (a) SMRP activity in the field of standardization shall be confined to the development of maintenance and reliability standards as they relate to the SMRP Body of Knowledge.
- ii) Standards Developing Authority:
  - (a) The SMRP Standards Committee shall be authorized to develop SMRP standards.
- iii) Voluntary Adherence to Standards:

- (a) Adherence or non-adherence to an SMRP Standard shall be left to the individual discretion of every user, unaffected by agreements, understandings or direction of any type of the SMRP.

iv) Antitrust Compliance:

- (a) SMRP standards shall not be written so as to attempt to fix prices, exclude competition from the marketplace, curtail production or otherwise restrain trade.

v) Commercial Terms and Conditions:

- (a) SMRP standards shall not include provisions which are a part of the commercial relationship between the buyer and seller, such as warranties, allocation of the risk of loss, conditions of acceptance or rejection or the determination of which party is to provide services incidental to the installation of a standard item.
- (b) It shall not be acceptable to include proper names or trademarks of specific companies or organizations, acceptable manufacture lists, services provider lists or similar material in the text of a standard or in an annex (or the equivalent). Where a sole source exists for essential equipment, materials or service necessary to determine compliance with the standard, it shall be permissible to supply the name and address of the source in a footnote or information annex as long as the words “or the equivalent” are added to the reference.
- (c) In connection with standards that relate to the determination of whether products or services conform to one or more standards, the process or criteria for determining conformity may be standardized as long as the description of the process or criteria is limited to technical and engineering concerns and does not include what would otherwise be a commercial term or proper name.

vi) Standard Practice:

- (a) The statement that a method or procedure shall be the standard practice does not imply that a that a practitioner or Industry Partner must use the standard practice. All standard practices are intended for use on a voluntary basis only..

vii) “Special” Products:

- (a) SMRP Standards shall not include statements to the effect that certain items are to be considered as “special” or any similar term.

viii) Patented Items:

- (a) There is no objection in principle to drafting a proposed SMRP standard in terms that include the use of a patented item, if it is considered that technical reasons justify this approach.
- (b) If SMRP receives a notice that an SMRP standard may require the use of a patented invention, SMRP “Patent Policy” shall apply.

ix) Revision History:

- (a) All SMRP developed standards shall include a revision history formatted as shown below:

<u>Revision Level</u>	<u>Date</u>	<u>Brief Description of Revision</u>
0	MM/DD/YYYY	Initial

**52) SMRP GOVERNANCE EVALUATION** (See APPENDIX F)

- i) As part of improving its utilization of volunteers, the SMRP Board has adopted a policy to regularly evaluate its performance through three (3) components: full Board appraisals, Director self-evaluations and Board meeting evaluations.

(a) Full Board Appraisal:

- 1. These appraisals assist the Board in evaluating its performance as a governing body and making improvements. The first section of the form asks for an evaluation of how well the SMRP Board functions. Its responsibilities are grouped into seven (7) categories: advancing the vision, promoting the mission, engaging in strategic planning, fulfilling its fiduciary responsibility, monitoring programs and services, being an advocate for SMRP and the membership and building Board-staff partnerships.

- i. This form shall be sent out by the end of September so that results may be compiled and discussed at the October Board of Directors meeting.

(b) Director Self Evaluation:

- 1. This evaluation helps the Director become better by providing a format for examining his/her own performance and competence as a Director and for determining his/her satisfaction with the director experience.

- i. This form shall be completed by new Board members when they are appointed to the Board so that they may benchmark their Board understanding and involvement. It shall be completed by all Board members by the April Board meeting so as Board members can review their progress and recommit.

(c) Board Meeting Evaluation:

1. This evaluation shall be used at each in person meeting to measure the Board's satisfaction with the quality of the Board discussion, the appropriateness of the agenda issues, and the meeting facility.
  - i. This form shall be sent to all Board members, Committee Chairs, and others attending the in person Board of Directors meeting.

# APPENDICES - FORMS

## APPENDIX A: Antitrust Policy Form

The Society or any committee, section, chapter or activity of the Society shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, expressed or implied, among two (2) or more members of other competitors with regard to prices or terms and conditions or contracts for services or products. Discussions and exchanges of information about such topics shall not be permitted at Society meeting or other activities.

- There shall be no discussion discouraging or withholding patronage or services from, or encouraging exclusive dealing with, any Industry Partner or purchaser or group of Industry Partners or purchaser of products or services, any actual or potential competitor or group of actual potential competitors, or any private or governmental entity.
- There shall be no discussions about allocating or dividing geographic or service markets or customers.
- There shall be no discussion about restricting, limiting, prohibiting or sanctioning advertising or solicitation that is not false, misleading, deceptive, or directly competitive with Society products or services.
- There shall be no discussion about discouraging entry into or competition in any segment of the marketplace.
- There shall be no discussion about whether the practices of any member, actual or potential competitor, or other person are unethical or anti-competitive, unless the discussions or complaints follow the prescribed due process provisions of the Society's Bylaws.
- Certain activities of the Society and its members are deemed protected from antitrust laws under the First Amendment right to petition government. The antitrust exemption for these activities, referred to as the Noerr-Pennington Doctrine, protects ethical and proper actions or discussions by members designed to influence: 1) legislation at the national, state, or local level; 2) regulatory or policy-making activities (as opposed to commercial activities)

of a government body; or 3) decisions of judicial bodies. The exemption does not protect actions designed to cover-up anticompetitive conduct.

- Speakers at committees, educational meetings or other business meetings of the Society shall be informed that they shall comply with the Society's antitrust policy in the preparation and the presentation of their remarks.
- Meetings shall follow a written agenda approved in advance by the Society or its legal counsel. Minutes shall be prepared after the meeting to provide a concise summary of important matters discussed and actions taken or conclusions reached.
- At informal discussions at the site of any Society meeting, all participants are expected to observe the same standards of personal conduct as are required of the Society in its compliance.

---

*Signature*

---

*Date*

## APPENDIX B: SMRP Chapter Charter & License Agreement

### Recitals

SMRP is organized to develop and promote excellence in maintenance, reliability and physical asset management. From time to time there are needs and interests of those involved with maintenance, reliability and physical asset management which may best be served by a group organized on a state or regional basis.

Chapter meets all of the current qualifications prescribed by the SMRP Board of Directors for formal affiliation with SMRP as listed in Attachment 1, and desires to become formally affiliated with SMRP.

SMRP will support the efforts of Chapter to promote their common purpose and the profession.

Chapter wishes SMRP to assist Chapter in providing educational programs, information, discussion forums, networking, and other services to accomplish their common purpose and enhance the image of the members.

In consideration of the above and of the mutual promises and agreements set forth below, SMRP and Chapter agree as follows:

NOW THEREFORE, based on the considerations set forth herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

#### I. Grant of Charter to Chapter.

A. Replacement of Any Prior Charter. This Agreement shall serve as an amendment to and replacement for any SMRP charter previously granted to Chapter.

B. Charter. SMRP hereby grants to Chapter, and Chapter hereby accepts, a non-exclusive charter to be a chapter of SMRP, subject to the terms set forth herein and subject to the SMRP Bylaws, as currently in force and as may be amended from time to time. In accordance therewith, Chapter is authorized to use the name "SOCIETY FOR MAINTENANCE AND RELIABILITY PROFESSIONALS", acronym "SMRP," and logo of SMRP in connection with Chapter's name, acronym and logo, with the authority to use such marks in connection with Chapter's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by SMRP.

C. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by SMRP or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender, respectively.

D. Territory. Chapter shall represent SMRP as SMRP's chapter in \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with SMRP's mission and purposes as set forth in SMRP's Articles of Incorporation and Bylaws or as otherwise established by

SMRP's Board of Directors. Chapter acknowledges that this designation is non-exclusive in the Territory and that SMRP may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

E. Authorized Activities. SMRP specifically authorizes Chapter to conduct such activities as may be consistent with the mission and purposes of SMRP and in which SMRP may from time to time authorize Chapter to engage.

## II. Membership/Dues.

Members of SMRP are assigned to Chapter, and only members of SMRP may be members of Chapter. The terms and conditions of membership in SMRP shall be determined exclusively by SMRP. All chapters that collect membership dues shall be collected directly from members by SMRP. SMRP shall thereafter remit a Dues Allocation to Chapter, as established by the SMRP Board of Directors and in accordance with the SMRP Bylaws, as currently in force and as may be amended from time to time. SMRP members shall be entitled to member pricing for events at all levels of SMRP. Chapter will receive other benefits as determined and published annually by SMRP (see Attachment 5).

## III. Obligations of Chapter.

Chapter's obligations under this Agreement shall include:

A. Corporate and Tax Status. Chapter warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing, and is and shall remain exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code or equivalent status with the appropriate governing tax authority).

B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of SMRP, Chapter heretofore provided to SMRP, and SMRP provided its approval to, the ARTICLES OF INCORPORATION and BYLAWS of Chapter. Such Chapter Bylaws are, and shall remain, consistent in all material respects with the Model Bylaws attached hereto as Exhibit A and incorporated by reference herein. Any amendments to Chapter's Articles of Incorporation or Bylaws must first be submitted to, and approved by, SMRP. In addition Chapter shall:

(1) have as its purposes those set forth in the Model Bylaws attached hereto and conduct its activities at all times in strict accordance with such Bylaws;

(2) shall comply at all times with all of the requirements set forth in SMRP's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by SMRP, including but not limited to the Chapter Leadership Manual, the SMRP Brand Guidelines, located in the SMRP Policy Manual Addendum XXX, and the SMRP Chapter Policy Addendum, attached hereto as Exhibit B;

(3) establish and practice sound fiscal policies and shall at all times maintain self-sufficiency;

(4) use its approved name on all official documents, correspondence and contracts;

(5) meet and maintain current published SMRP Chapter Minimum Standards (see Attachment 3);

(6) maintain a Board year that is consistent with the SMRP Board year. Any deviation must be approved by SMRP Board of Directors.

(7) maintain a fiscal year that is consistent with the SMRP fiscal year.

C. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other requirements that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status and shall furnish copies to SMRP within thirty (30) days of the submission of such filings.

D. Recordkeeping, Reporting and Inspection. Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to SMRP copies of its Articles of Incorporation, Bylaws and tax exemption determination letter from the Internal Revenue Service (or other appropriate tax authority), as well as any adverse notices or other correspondence received from any governmental agency. Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to SMRP summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of SMRP and at SMRP's expense, Chapter shall permit SMRP or SMRP's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. Alternatively, Chapter shall send to SMRP copies of such records.

E. Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of SMRP, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through SMRP in support of such programs and activities. Chapter shall send to SMRP on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. SMRP may, at its sole discretion, send representatives to observe such programs and activities.

F. Annual Chapter Reporting. To receive dues allocation payments, Chapter must submit all required reports to SMRP headquarters by June 30 or risk forfeiture of their allocation. Such reports shall include an Annual Report (Chapter fulfills this requirement by providing information for the SMRP Annual Report using the Chapter questionnaire provided), year-end financials, a list of Chapter officers/directors, a budget, an event list, and changes to Chapter Bylaws, if any, since prior year.

#### Annual Filings with State

To maintain a chapter's business and affiliation status, multiple filings must be completed with the state in which the chapter is incorporate and with the IRS, such as:

- Annual Reports of other periodically required filings with the corresponding fee to the state in which the chapter is incorporated.

- In most states, the Secretary of State will mail the form to the Registered Agent of the incorporation. Note: some states require a request to obtain the form.
- Annual Filing of State Income Tax information to the state in which the chapter is incorporated.

In the event that the required reports are not filed, a chapter will be administratively dissolved by the state. This is typically resolved by filing any missing reports and paying a reinstatement fee.

#### Tax Filing with IRS

The SMRP Foundation files an annual report with the IRS for its group exemption, but all chapters must also file an annual tax return with the IRS.

#### IV. Intellectual Property and Confidential Information.

A. Limited License. In accordance with SMRP's non-exclusive grant to Chapter to be a chapter of SMRP in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "SOCIETY FOR MAINTENANCE AND RELIABILITY PROFESSIONALS," the acronym "SMRP", the logo of SMRP, and other SMRP trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"), (ii) SMRP's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of SMRP located within the Territory (hereinafter collectively referred to as the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by SMRP to Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information") (the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in connection with Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and the written guidelines attached hereto (Attachment 4), otherwise incorporated herein, or subsequently provided to Chapter by SMRP.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of SMRP. The Intellectual Property may be used by Chapter of SMRP if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by SMRP. Such failure to comply also may result in the suspension or revocation of the charter of Chapter by SMRP. The interpretation and enforcement (or lack thereof) of these terms and conditions, and of Chapter's compliance therewith, shall be at the sole discretion of SMRP.

2. SMRP Chapter's logo may not be revised or altered in any way, and must be displayed in the same form as produced by SMRP. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of SMRP.

3. Chapter is required to adhere at all times to the SMRP Brand Graphic Standards (Attachment \_\_\_) to ensure correct usage of SMRP trademarks. In addition, Chapter is obligated to ensure that when it uses the SMRP brand, Chapter name is clearly identified so that individuals do not confuse Chapter with SMRP.

4. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without SMRP's express prior written approval. Chapter shall not sell or trade the Intellectual

Property without SMRP's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of SMRP, discredits SMRP or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between SMRP and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from SMRP.

5. Chapter shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of SMRP.

6. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law (or Canadian law if applicable), the laws of the Territory, and any other guidelines that SMRP may prescribe.

7. SMRP shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. SMRP reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

8. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

B. Confidential Information. Chapter shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of SMRP. Chapter shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of SMRP's Confidential Information without SMRP's consent. SMRP's Confidential Information shall remain the property of SMRP and shall be considered to be furnished in confidence to Chapter when deemed necessary by SMRP. Upon any revocation, surrender or other termination of this Agreement, Chapter shall: (i) deliver immediately to SMRP all Confidential Information of SMRP, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by Chapter or its officers, directors, employees, agents, contractors, or any other person or third party. Chapter's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

## V. Relationship of Parties.

A. The relationship of SMRP and Chapter to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless otherwise expressly agreed to in writing by the parties, Chapter is strictly prohibited from incurring any liability, obligation or expense on behalf of SMRP, from using SMRP's monetary credit in conducting any activities, and from representing to any third party that Chapter is an agent of SMRP.

B. The conduct of Chapter and its members and any other legal obligations of Chapter are the responsibility of Chapter.

C. Chapter officials may speak only on behalf of Chapter and recognize that they may not speak or act on behalf of SMRP.

D. Chapter shall not make any representations regarding policies or positions of SMRP except in strict conformity with written policy statements duly adopted and published by SMRP.

#### VI. Indemnification.

Chapter shall indemnify, save and hold harmless SMRP, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its officers, directors, employees, members, or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to SMRP of costs and expenses as they occur. Chapter shall promptly notify SMRP upon receipt of any Claim and shall grant to SMRP the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

#### VII. Revocation or Surrender of Charter.

The charter granted by SMRP to Chapter hereunder shall remain in full force and effect unless and until revoked by SMRP or surrendered by Chapter in accordance with the provisions of this Agreement.

A. Revocation of Charter. SMRP, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement. The procedures described in Article XI, Section 5 (Loss of Charter) of the SMRP Bylaws (as amended from time to time) shall be followed.

B. Surrender of Charter. Chapter may surrender its charter by delivering to SMRP written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender. Chapter will have followed current established procedures for termination of chapter status (see Attachment 6) prior to delivering such notice to the SMRP Board of Directors.

C. Remittance of Chapter Funds to SMRP Upon Surrender or Revocation. If Chapter's charter is revoked by SMRP or surrendered by Chapter, Chapter is obligated to account for and submit all funds in the Chapter treasury, all Chapter equipment and property, and all Chapter records in a timely manner to the President of SMRP as property of SMRP. Such funds shall be deposited into an escrow account held for the specific purpose of establishing a new chapter to serve SMRP members in the former Chapter territory.

#### VIII. Miscellaneous.

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and

written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Illinois. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. Each party hereby consents to the jurisdiction of the state and federal courts located within the State of Illinois.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by Chapter.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to SMRP: Society for Maintenance and Reliability Professionals  
Attn: Erin Erickson, Executive Director  
3200 Windy Hill Rd SE, Suite 600W  
Atlanta, GA 30339  
Email: eerickson@kellencompany.com

If to Chapter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_, \_\_\_\_\_  
Fax (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Society for Maintenance and Reliability Professionals  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SMRP-\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Model Chapter Bylaws**

**Exhibit B**  
**SMRP Brand Graphic Standards**

**Exhibit C**  
**SMRP Chapter Policy Addendum (see next page)**

## **Attachment 1**

### ***Qualifications for Affiliation***

Bylaws of SMRP (see Attachment 2) govern the formation of Chapters. These qualifications supplement the Bylaws and in no way negate the spirit or intent of same.

1. **Petition for Chapter Formation**

To qualify for affiliation as a chapter of SMRP, a petition must be submitted to the SMRP Board of Directors for approval to proceed. This petition must be signed by a minimum of twenty (20) SMRP members in good standing (see Attachment 7).

2. **Statement of Purpose**

Included with the Petition for Chapter Formation should be a statement of purpose for forming the chapter.

3. **Certificate of Incorporation**

A copy of completed not for profit Articles of Incorporation should be submitted with the Petition for Chapter Formation. If approved for affiliation by the Board, SMRP shall direct the chapter to file the Articles of Incorporation with the appropriate government entity. The chapter shall notify SMRP upon completion of the incorporation process.

4. **Bylaws**

A copy of Chapter Bylaws should be submitted with the Petition for Chapter Formation. Such bylaws shall comply with the Model Chapter Bylaws (see Attachment 8)

5. **Membership**

The proposed chapter must be able to meet the minimum membership requirement of and must maintain a minimum of 20 members.

## **Attachment 2**

### **SMRP Bylaws and Policies**

#### **SMRP Chapter Policy**

##### **1. Chapter Webinars/Electronic Content Delivery**

SMRP Chapters cannot produce educational webinars or offer education content via audio or video recordings independently of SMRP. Instead, in order to benefit the SMRP membership at large, chapters with ideas for electronic content delivery are asked to submit details to SMRP's Professional Development Committee so that the topic can be further developed into a webinar or other electronic product that would be made available through SMRP's technology platform. Chapter members may participate in or even lead the organization of the webinar but only in cooperation with SMRP's Professional Development Committee. Also, it is acceptable for chapters to offer webinars on local governance matters.

##### **2. Promoting Chapter Events**

###### **Inside of a Chapter's Boundaries**

SMRP offers a promotional package to all chapters to help promote events within the chapter's boundaries. Chapter leaders must complete the Communication Request Form on the SMRP website at least three months prior to event to receive full promotional package, including: six social posts across SMRP's social media channels, two news blurbs in SMRP's weekly SmartBrief newsletter, two eblasts sent to SMRP's contact lists in your area, package of SMRP promotional items for the chapter event, at least one listing in the SMRP monthly newsletter.

###### **Outside of a Chapter's Boundaries**

Chapters cannot promote events via e-mail nationally and must seek permission from other chapters to market an upcoming program to other chapter members by contacting Presidents and/or Administrators. Requests for marketing assistance should include the actual message requested and must clearly state the event date and topic. Chapters co-sponsoring a Regional Conference are presumed to have provided permission to market to each of the participating chapters. (Individuals who opt out of receiving communications must be removed; see E-mail Communications for additional guidance.)

##### **3. Sponsorship Benefits**

SMRP chapters may not offer the chapter mailing list or database of members as part of any chapter sponsorship package. Rather, chapters may provide a list of pre and post registered program attendees as part of a chapter sponsorship package. This information **MUST** exclude email addresses of SMRP customers who have specifically requested "no email usage" on their customer profile.

##### **4. E-mail Communications**

When communicating with chapter members via mass e-mail distribution, chapters are charged with adhering to SMRP's privacy policy. To protect the privacy of chapter member email addresses, chapters must ensure that the email addresses are not displayed in a manner that makes them vulnerable to being copied, pasted and misused by the recipient. Placing email addresses in the bcc (blind carbon copy) section of the email form fosters email address privacy. In addition, each chapter e-mail communication must include a valid mailing address and contain a mechanism for recipients to opt out.

## **5. Social Media**

Chapters are authorized to create groups in social media outlets such as LinkedIn and Facebook, provided that a link to the SMRP Web site is included and the chapter adheres to SMRP's privacy policy, applicable SMRP brand standards, and this license agreement.

## **6. SMRP Brand Usage**

Chapters are required to adhere at all times to the SMRP Brand Guidelines Policy (located in SMRP Policy Manual, Addendum XXX)

## **7. Conflicts of Interest**

Each Chapter Director shall act in good faith and in a manner he or she reasonably believes to be in, or not opposed to, the best interest of the Chapter and shall disclose, in writing, to the Chapter President, the material facts of any material direct or indirect interest in or relationship to any transaction of the Chapter. No count of a vote of the directors shall include the vote of any person who has such an interest or relationship.

## **8. Relationship to SMRP**

Each Chapter shall promote and advance the purposes of and aid in the advancement of the mission of SMRP, as expressed in the Bylaws of SMRP, within an exclusive territory registered with and assigned by SMRP. No Chapter activity shall directly or indirectly nullify or contravene any expressed policy or any act of SMRP. Each Chapter shall make every effort to cooperate with and assist SMRP in the legitimate pursuit of its mission. Each Chapter (but not its officers or members) indemnifies and holds harmless SMRP and any of its agents from any liability, cost or expense imposed upon it as a result of any act of the Chapter.

## **Attachment 3**

### **SMRP Minimum Chapter Standards**

#### **I. Chapter Operations**

- A. Chapters shall maintain up-to-date Bylaws and review them at least every three (3) years.
  - a. Chapters shall adopt at least the minimum required Bylaws approved by the SMRP Board of Directors (see Attachment \_\_). Bylaws and any changes shall be approved by the SMRP Board of Directors and the Chapter membership. Policies should be maintained in a separate manual/document and not incorporated into the Bylaws. A copy of the current Chapter Bylaws shall be maintained at SMRP Headquarters.
  - b. The historical documents of the chapter, including SMRP Affiliation Agreement, Chapter Bylaws with all amendments, Incorporation papers, and meeting minutes, shall be contained together and shall reside with the current Chapter Chair. In addition, a copy of the Incorporation papers, and Bylaws with all amendments shall be on file at SMRP Headquarters.
- B. Chapters shall complete the nomination and election process within \_\_\_ days of approval by the SMRP Board.
  - a. The Nomination Committee shall have a complete slate to present to the membership six (6) weeks prior to the deadline. This slate will be sent to SMRP Headquarters to ensure that all nominees are members in good standing. Election results shall be forwarded to SMRP Chapter Relations Director when the process is complete.
- C. A year-end financial report shall be forwarded to SMRP Headquarters. From time to time at its discretion, the SMRP Board of Directors may require an audit by an independent professional auditing firm approved by the SMRP Board of Directors.
- D. Chapters shall maintain their legal status within their home state by filing all required state reports. SMRP shall coordinate all other corporate and federal filings on behalf of the chapter.
- E. Chapters shall comply with published SMRP guidelines for use of SMRP's name, logo, etc. (See Attachment 5)

#### **II. Chapter Administration**

- A. Chapters are encouraged to hold a minimum of at least four (4) Board meetings per year.

#### **III. Member Services**

- A. Chapters are encouraged to conduct at least two (2) educational programs each year.
- B. Chapters shall present an Annual Report to SMRP National on an annual basis.
- C. Chapters may create an individual web site which may be linked to the SMRP web site.

#### **V. Dues and Fees**

- A. Once a Chapter's Board is set in place, the Chapter must incorporate. SMRP National will supply seed money to file state and federal applications. Within 6 months after getting the tax ID number the seed money must be reimbursed to SMRP National.
- B. Chapter membership dues are collected in conjunction with SMRP National membership dues.

- C. Quarterly event fees may be collected to offset event costs.
- D. Chapter membership may receive a discounted event fee.

## **VI. Chapter Events**

- A. Chapter events may not be held within four weeks prior to or after the SMRP Annual Conference.

## **Attachment 6**

### **Procedures for Chapter Dissolution**

These procedures shall be dictated by Chapter Bylaws wherever applicable. These procedures supplement the Chapter Bylaws and in no way negate the spirit or intent of same.

1. The Chapter Board of Directors shall meet and make a resolution to disband: *e.g.*, “The \_\_\_\_ Chapter of SMRP resolves to cease operation as a chapter of the Society for Maintenance and Reliability Professionals as of [date]. In accordance with the Bylaws, upon dissolution, all chapter funds will be distributed to the SMRP to be used to further the objectives and purposes of the SMRP.”
2. The resolution shall be passed by an affirmative vote of two-thirds (2/3) of the Chapter Board of Directors.
3. The SMRP Board shall then vote on the issue and make a determination of the distribution of the Chapter’s remaining funds. The SMRP Board will consider any recommendation from the Chapter Board concerning said distribution. Money must be used to further the purpose and objectives of SMRP and its chapters.
4. The Chapter must settle its financial affairs within sixty (60) days of SMRP Board approval of the dissolution.
5. SMRP will offer each member the opportunity to transfer their membership to another chapter.

**Attachment 8**  
**SMRP Model Chapter Bylaws**



**Society for Maintenance & Reliability Professionals**  
**\_\_\_\_\_ Chapter**

(Minimum)  
**Bylaws**

## **Table of Contents**

### **Article I - Organization**

- Section 1. Name
- Section 2. Organization
- Section 3. Chapter Territory
- Section 4. Purpose and Objectives

### **Article II – Membership**

- Section 1. Individual Member
- Section 2. Executive Member Company
- Section 3. Supplier Member
- Section 4. Emerging Professional Member
- Section 5. Honorary Member
- Section 6. Other Member Classifications
- Section 7. Voluntary Resignation
- Section 8. Involuntary Termination of Membership
- Section 9. Reinstatement
- Section 10. Transfer of Membership

### **ARTICLE III – Chapter Meetings and Governance**

- Section 1. General Powers
- Section 2. Chapter Meetings
- Section 3. Time and Location of Meetings
- Section 4. Voting
- Section 5. Quorum
- Section 6. Manner of Action
- Section 7. Proxies
- Section 8. Voting by mail or other means
- Section 9. Failure to Meet
- Section 10. Rules of Order

### **ARTICLE IV – Board of Directors**

- Section 1. General Powers
- Section 2. Number and Qualifications
- Section 3. Election and Terms of Office
- Section 4. Vacancies
- Section 5. Annual and Regular Meetings
- Section 6. Special Meetings
- Section 7. Notice
- Section 8. Quorum
- Section 9. Manner of Action
- Section 10. Proxies
- Section 11. Mail Ballot
- Section 12. Attendance by Telephone
- Section 13. Action Without a Meeting
- Section 14. Removal

**ARTICLE V - Officers**

- Section 1. Officers
- Section 2. Qualifications
- Section 3. Election and Terms of Office
- Section 4. Vacancies
- Section 5. Resignation and Removal
- Section 6. Chair
- Section 7. Vice Chair
- Section 8. Treasurer
- Section 9. Secretary/Historian
- Section 10. Immediate Past Chair

**ARTICLE VI – Committees**

- Section 1. Executive Committee
- Section 2. Task Forces and Other Committees
- Section 3. Meetings
- Section 4. Attendance by Telephone

**ARTICLE VII – Dues and Financial Matters**

- Section 1. Dues, Fees, Assessments
- Section 2. Fund Raising and Use of Funds

**ARTICLE VIII – General Provisions**

- Section 1. Contracts
- Section 2. Deposits, Checks, Etc.
- Section 3. Fiscal Year
- Section 4. Audit
- Section 5. Accountability
- Section 6. Administrative Support Person
- Section 7. Websites
- Section 8. Dissolution

**ARTICLE IX – Indemnification and Insurances**

- Section 1. Indemnification
- Section 2. Insurance

**ARTICLE X – Amendments**

**ARTICLE**  
**I**  
**Organization**

**Section 1. Name:** The name of this organization shall be “SMRP \_\_\_\_ Chapter” hereinafter referred to within the text of these bylaws as “\_\_Chapter,” SMRP having authorized the use of its name in the Chapter’s name so long as the Chapter abides by all policies, rules, practices, procedures, regulations, bylaws, etc., made applicable by SMRP to its chapters, regardless of the Chapter’s specific acceptance of any of the above and the time such are adopted by SMRP.

**Section 2. Organization:** \_\_Chapter is organized as a chapter of the Society for Maintenance and Reliability Professionals (SMRP), a non-profit corporation (classified as 501(c) (3)) under the laws of the state of Illinois. The \_\_\_\_ Chapter shall only engage in activities that will not jeopardize the tax exempt status of the corporation.

Section 3. Chapter Territory: The territory of the \_\_\_\_ Chapter shall be within \_\_\_\_ of the geographic region where the principal affairs of the Chapter are transacted, as determined by the Chair of SMRP with approval of the Board of Directors.

Section 3a. Persons residing within a \_\_\_\_ region may hold membership in the \_\_Chapter, or elsewhere if they desire. Likewise, persons residing outside the \_\_Chapter region may hold membership in that Chapter, if they so desire.

**Section 4. Purpose and Objectives:** \_\_Chapter is dedicated to promoting excellence in maintenance and reliability professionals. In the execution of the objectives set forth in this Section, the Chapter shall at all times conduct its activities, programs, and practices in a manner consistent with the policies of SMRP. \_\_Chapter will be the regional leader that:

- Promotes and supports maintenance and reliability education for people, production and quality processes to improve the work environment.
- Supports maintenance and reliability as an integral part of business and asset management.
- Presents a collective voice on maintenance and reliability issues and advances innovative reliability practices.
- Facilitates information exchange through a structured network of maintenance and reliability professionals.
- Assists and provides guidance to those seeking CMRP designation through the SMRPCO program.
- Provides year round opportunities for participation by members.
- Assists SMRP in achieving its purpose and objectives including market feedback, education promotion, public relations, and membership recruitment and retention.
- Provides a forum for the exchange of information and development of the Maintenance and Reliability profession.

## ARTICLE

### II

#### Membership

The Society shall have five (5) classifications of members, as follows:

**Section 1. Individual Member:** Individuals who are part- or full-time maintenance and reliability professionals engaged in work or research relating to maintaining plants and facilities and/or pursuing research in connection with improving the science and procedures of maintenance and reliability and are a current Individual Member in good standing of SMRP automatically qualifies to be a member of the \_\_\_\_\_ Chapter. Potential chapter members must submit completed membership application and pay their \_\_\_\_\_ Chapter annual membership dues to the Chapter. Individual members shall have the right to vote at the Annual Business Meeting, may hold office, and may serve on the Board of Directors.

**Section 2. Executive Member Company:** Companies and other organizations that employ maintenance and reliability professionals engaged in work or research relation to maintaining plants and facilities and/or pursuing research in connection with improving the science and procedures of maintenance and reliability, and have a maintenance process supported by a policy of continuous improvement that demonstrates a formal organizational commitment toward improving reliability of equipment and operations, and are an Executive Member Company of SMRP qualifies to be an Executive Member Company of Chapter.

**Section 3. Supplier Member:** Individuals, companies and other organizations that are providers of goods and services supporting the maintenance and reliability function and that are Supplier Members of SMRP qualifies to be a Supplier member of Chapter. Membership shall not in any way imply endorsement of their goods and services.

**Section 4. Student Member:** Individuals enrolled in a rigorous course of study, educational institution or training program applying to the maintenance and reliability function, and are Student members of SMRP, qualifies to be a Student member of chapter. Student members are not entitled to voting privileges, may not hold office, and may not serve on the Board of Directors.

**Section 5. Honorary Member:** Individuals who have held an office or position in another related organization, made substantial contributions, or provided expertise to the profession and are members of SMRP, qualifies to be an Honorary Member of \_\_\_\_\_ chapter, but are not entitled to voting privileges, may not hold office, and may not serve on the Board of Directors.

**Section 6. Other Member Classifications:** Additional sub-classes of chapter membership may be created to accommodate special needs and/or changes within the maintenance and reliability community, subject to the approval of the SMRP Board of Directors.

**Section 7. Voluntary Resignation:** Any member may resign from membership in the Chapter by either filing a written resignation with \_\_\_Chapter Secretary and/or Chair and/or by not renewing their membership, but such resignation shall not relieve the member to fully pay any dues, fees, assessments, or other charges previously accrued and unpaid as of the date of resignation.

**Section 8. Involuntary Termination of Membership:** The Board of Directors, by affirmative vote of two-thirds (2/3) of all the members of the Board, may censure, suspend, or expel a member for cause, after an appropriate hearing with due notice, conducted in accordance with procedures adopted by the Board of Directors. The Board, by a majority vote of the members present and voting at a regular or special meeting, may terminate the membership of any member who becomes ineligible for membership, or fails to meet its financial obligations, as set forth in Article VII, Sec. 1. All rights, privileges and interest of Chapter membership shall cease upon termination of membership. Such termination shall not relieve the member of its obligations for dues, fees, assessments or other charges accrued and unpaid.

**Section 9. Reinstatement:** Upon written request signed by the former member and filed with \_\_\_Chapter's Secretary and/or Chair, the Board of Directors may, by affirmative vote of two-thirds (2/3) of all the members of the Board, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate, which may include payment of previously delinquent dues and assessments. The Board of Directors may decide to request additional information and/or presence of a delegate or representative of the member at issue as part of a hearing prior to taking a vote of reinstatement.

**Section 10. Transfer of Membership:** Membership in the \_\_\_ Chapter is not transferable or assignable to another business entity or organization that is eligible for membership.

### **Chapter Meetings and Governance**

**Section 1. General Powers:** In the execution of the purpose and objectives set forth in Article I, Section 4, the \_\_\_\_\_ Chapter shall at all times conduct its activities, programs, and practices in a manner consistent with the policies of SMRP. Each Chapter shall have the power and authority to determine the size of its Board of Directors, provided it is no less than seven (7) and no more than twelve (12), to develop its agenda and policies on matters relating to its Chapter's activities, to establish its own requirements for calling meetings, to prepare its own budget and determine its own Chapter dues, and to spend its Chapter budget on matters relating to its Chapter and its activities, all subject to the general oversight of the SMRP Board of Directors. \_\_\_Chapter also may have such powers as are now or may hereafter be granted by the Illinois General Not for Profit Corporation Act of 1986.

**Section 2. Chapter Meetings:** Chapters may meet as often as they deem fit, but are required to meet at least once annually. A report of all Chapter meetings shall be made to the SMRP Executive Director, SMRP Chapter Chair, via the SMRP Chapter Relations Director.

**Section 3. Time and Location of Meetings:** The Annual Business Meeting shall take place in the 4<sup>th</sup> quarter of each year at a location determined by the Board of Directors. All other meetings shall be held as directed by the Board of Directors.

**Section 4. Voting:** Individual Members and Executive Member Companies in good standing can vote on all issues. Supplier Members have voting rights as stated in Article II, Section 3.

**Section 5. Quorum:** One-third (1/3) of the voting members of \_\_\_ Chapter, represented in person or by proxy, shall constitute a quorum. If a quorum is not present, a majority of the voting members present may adjourn the meeting to another time without further notice. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**Section 6. Manner of Action:** If a quorum is present, the affirmative vote of a majority of the members present shall be the act of the members, unless the vote of a greater number is required by these Bylaws.

**Section 7. Proxies:** At any meeting of the general \_\_\_\_\_ Chapter members, a member may vote either in person or by proxy executed in writing by the member. A proxy shall be valid only with respect to the specific meeting for which it is given.

**Section. 8. Voting by Mail or Other Means:** Any vote, including the election of directors, may be conducted by mail, facsimile or other electronic means in such manner as the Board of Directors shall determine, consistent with these Bylaws, or as may otherwise be allowed by law.

**Section 9. Failure to Meet:** Should the Chapter fail to report at least one meeting a year for two (2) consecutive years, or otherwise show a lack of activity in pursuit of the purposes of SMRP, the SMRP Board of Directors, following notice to the Chapter, may revoke the Chapter Affiliation Agreement upon adoption of a resolution by a vote of a majority of the SMRP Board of Directors. Should twenty (20) members subsequently petition the Chair of SMRP to resume the activities of a former Chapter or to create a new Chapter in the same vicinity, the Chapter may be reinstated, or a new Chapter Charter issued, subject to the approval of the SMRP Board of Directors.

**Section 10. Rules of Order:** Rules of Order, guidelines and agendas for all official meetings and gatherings of the \_\_\_ Chapter shall be established by the Board of Directors.

### **Board of Directors**

**Section 1. General Powers:** The Chapter's Board of Directors shall manage the affairs of the \_\_\_ Chapter, and shall determine \_\_\_ Chapter's strategic initiatives and how these initiatives are best carried out. All strategic initiatives of the \_\_\_\_\_ Chapter must be consistent with the strategic initiatives of SMRP.

**Section 2. Number and Qualifications:** The number of Directors shall be no less than seven (7) and no more than twelve (12), subject to the approval of the SMRP Board of Directors. Each Director must be a current member in good standing of SMRP, as well as a member of the \_\_\_\_ Chapter. Incoming Directors will sign a commitment from each term stating they understand the obligations of the position they have been elected to fill and will expend the time and energy to fulfill these responsibilities.

**Section 3. Election and Terms of Office:** The Nominating Committee shall nominate for election any person qualified to be a Director as required by Section 2 of this Article IV. Directors shall be elected by the members at the Annual Business Meeting of the Chapter, and shall serve \_\_\_\_\_ (\_\_\_\_) year terms, or until election of his/her successor. Directors shall be eligible for re-election provided they continue to meet the requisite qualifications.

**Section 4. Vacancies:** Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

**Section 5. Annual and Regular Meetings:** The Board of Directors shall hold a minimum of four (4) meetings throughout the year, but may hold as many additional meetings as necessary to conduct the business affairs of \_\_\_\_Chapter. Notice of such regular meetings shall not be required if the time and place of such meetings are fixed by the Board. These meetings may also occur via teleconference when necessary. The Annual Business Meeting of the Board of Directors shall be held, without other notice than these Bylaws, in conjunction with the Annual Business Meeting of the members.

**Section 6. Special Meetings:** Special meetings of the Board of Directors of the \_\_Chapter may be called by the Chair or upon written request of any two (2) Directors. The person(s) calling a special meeting of the Board shall fix the time and place of any such meeting and shall state in the notice the purpose(s) for which the meeting is called.

**Section 7. Notice:** Notice of any meeting of the Board of Directors need not specify the business to be transacted at, nor the purpose of, such meeting unless specifically required by law or these Bylaws. Written notice stating the place, date, and hour of any meeting of Directors shall be delivered to each Director at least five (5) days in advance of such meeting, unless otherwise provided by law or these Bylaws. In case of removal of a Director, twenty (20) days' notice is required.

**Section 8. Quorum:** Two-thirds (2/3) of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board, provided at least three (3) of the officers are present. If less than two-thirds (2/3) of the Directors and/or less than three (3) of the officers are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice. Withdrawal of Directors from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**Section 9. Manner of Action:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or these Bylaws.

**Section 10. Proxies:** No Director may act by proxy on any matter.

**Section 11. Mail Ballot:** The Board of Directors may, at its discretion, submit the election of Directors, or other matters to the members of the \_\_\_\_ Chapter by a thirty (30) day mail ballot or electronic ballot to the extent allowed by law.

**Section 12. Attendance by Telephone:** Directors may participate in and act at any meeting of the \_\_\_\_\_ Chapter through use of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can extecommunicate with each other or through any technology allowable under law, but only to the nt allowed by the Board of Directors. Such participation in the meeting shall constitute attendance in person at the meeting.

**Section 13. Action Without a Meeting:** Directors may take any action that they could take at any meeting of the Directors without a meeting if consent in writing, setting forth the action so taken, is signed by all the Directors.

**Section 14. Removal:** A Director may be removed with or without cause by an affirmative vote of two- thirds (2/3) of the members entitled to vote on removal of Directors, at a meeting at which a quorum is present, provided written notice of the meeting is delivered to all such members stating that a purpose of the meeting is to vote on removal of the named Director(s).

## ARTICLE V Officers

**Section 1. Officers:** The officers of the \_\_\_\_ Chapter shall be a Chair, Vice Chair, Treasure Secretary/Historian, and Past Chair, and shall have voting rights on issues relative to the business affairs of \_\_\_\_ Chapter of SMRP. The Board of Directors may also elect or appoint other officers, as it deems appropriate. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties assigned, from time to time, by the Board of Directors.

**Section 2. Qualifications:** An individual must be a current member in good standing of SMRP, as well as a member of the \_\_\_\_ Chapter. Furthermore, the Chair and Vice-Chair positions may only be held by an Individual or individual from an Executive Member company, and the Chair shall hold the CMRP designation except in the first three (3) years of chapter affiliation. Any deviations shall be approved by SMRP Board of Directors. Incoming officers will sign a commitment form each year stating they understand the obligations of the position they have been elected to fill and will expend the time and energy to fulfill these responsibilities.

**Section 3. Election and Terms of Office:** With the exception of the Past Chair, the officers of the \_\_\_\_\_ Chapter shall be elected at the Annual Meeting of the \_\_\_\_\_ Chapter members and shall hold office for a term of one year, or until election of their successors. Terms begin immediately following the election and conclude immediately following the next election.

**Section 4. Vacancies:** The Board of Directors may fill any vacancy in any office for the unexpired portion of the term.

**Section 5. Resignation and Removal:** An Officer may resign from his/her position at any time upon thirty (30) days advanced written notice of his/her intent submitted to the Chair. Any officer elected by the members may be removed by the Board of Directors or by the affirmative vote of the majority of the members, whenever in its (their) judgment, the best interests of the \_\_\_\_\_ Chapter would be served, .

**Section 6. Chair:** The Chair shall be the principal executive officer of the \_\_\_\_\_ Chapter and shall preside at all meetings of the members and of the Board of Directors. Subject to the direction and control of the Board of Directors, the Chair shall perform all duties incident to the office of Chair and necessary to carry out the business affairs and strategic initiatives of \_\_\_\_\_ Chapter, and such other duties as may be assigned by the Board of Directors from time to time. The Chair is the designated liaison to the SMRP and will be responsible for all required reporting to the SMRP and attending any required meetings with the SMRP.

**Section 7. Vice Chair:** The Vice Chair shall perform such duties and have such powers as assigned by the Chair or the Board of Directors from time to time. Further, in the absence of the Chair, or in the event of his/her inability or refusal to act, the Vice Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair, and shall have such other duties from time to time as necessary to carry out the business affairs and strategic initiatives of \_\_\_\_\_ Chapter.

**Section 8. Treasurer:** The Treasurer shall be the principal accounting and Financial Officer of \_\_\_\_\_ Chapter. The Treasurer shall remain fully advised as to the financial condition of the Chapter and shall regularly report to the Board of Directors of the \_\_\_\_\_ Chapter, and the Executive Director and/or the Chapter Relations Director of SMRP on the financial condition of the \_\_\_\_\_ Chapter. The Treasurer shall also present a proposed following year budget to the Board of Directors within a reasonable period of time prior to the following year; review, develop and implement the fiscal policies of \_\_\_\_\_ Chapter; monitor the \_\_\_\_\_ Chapter's reserve fund; and ensure that the reserve fund is invested to achieve \_\_\_\_\_ Chapter's financial objectives, subject to the approval of SMRP's Board of Directors. The Treasurer shall have such other duties as assigned by the Chair or the Board of Directors from time to time to carry out the business affairs and strategic initiatives of \_\_\_\_\_ Chapter.

**Section 9. Secretary/Historian:** The Secretary/Historian shall be the principal Records Officer of \_\_\_\_\_ Chapter. His/her primary responsibility shall be to ensure that the minutes of all official \_\_\_\_\_ Chapter meetings are recorded; notifications are distributed as necessary to the Board of Directors and members; \_\_\_\_\_ Chapter's Bylaws are adhered to; all

business actions and votes are carried out and recorded in a professional and businesslike manner; and the history of the organization is preserved.

The Secretary/Historian shall provide SMRP with the names of the newly elected Chapter officers no later than November 1, or thirty (30) days after the date of the election, whichever occurs first. The Secretary/Historian shall have such other duties as assigned by the Chair or the Board of Directors from time to time to carry out the business affairs and strategic initiatives of \_\_\_\_\_Chapter.

**Section 10. Immediate Past Chair:** The Past Chair shall primarily be responsible for assisting the Chair in ensuring that \_\_\_\_\_Chapter's strategic initiatives are being carries out. He/she also shall have primary responsibility for ensuring that \_\_\_\_\_Chapter's long-term vision is intact and up-to-date, and shall have such other duties as assigned by the Chair or the Board of Directors from time to time to carry out the business affairs and strategic initiatives of \_\_\_\_\_ Chapter.

## ARTICLE

## VI

### Committees

**Section 1. Executive Committee:** The Executive Committee shall be comprised of the \_\_\_\_\_Chapter officers and as the Board of Directors may deem appropriate, and shall exercise the authority of the Board of Directors in the management of the \_\_\_\_\_Chapter, except as specifically limited by law or by the Board of Directors. Meetings of the Executive Committee may be held upon such notice and call as determined by the Chair or the Board of Directors.

**Section 2. Task Forces and Other Committees:** The Board of Directors may from time to time determine the need for and designate other standing or special committees, task forces, ad hoc committees, and other types of "work groups" as necessary to carry on the work of the \_\_\_\_\_ Chapter. Members of these committees may be volunteers and shall be appointed by the Board of Directors. Similarly, these work groups may be dissolved by the Board of Directors when their work is completed, no longer necessary, or for other reasons as determined by the Board of Directors. All committees shall make periodic reports to the Board of Directors.

**Section 3. Meetings:** Unless otherwise provided by the Board of Directors, each committee may, by a majority vote, fix the time and place of its meetings, specify what notice of meetings, if any, shall be given, and establish its rules of procedure consistent with these Bylaws or with rules adopted by the Board of Directors.

**Section 4. Attendance by Telephone:** Members of a committee may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or through any technology allowable under law, but only to the extent allowed by the Board of Directors. Such participation in a meeting shall constitute presence in person at the meeting.

**ARTICLE  
VII  
Dues and Financial Matters**

**Section 1. Dues, Fees, Assessments:** Any dues, fees and assessments (fees and assessments may include but are not limited to event registration fees, reimbursements, etc.) shall be as determined by an affirmative vote of a majority vote of the Board of Directors. Notification of any increase relative to dues, fees and assessments shall be provided to \_\_\_\_\_Chapter's current members with at least ninety (90) days advance notice. Membership dues shall be pro-rated for members that join the \_\_\_\_\_ Chapter at a time other than the beginning of the Chapter's fiscal year.

**Section 2. Fund Raising and Use of Funds:** SMRP shall approve any fund raising activities conducted by the \_\_\_\_\_Chapter. \_\_\_\_\_Chapter shall use its funds only to accomplish the purpose and objectives as set forth in these Bylaws, approved by SMRP, and publicized to \_\_\_ Chapter members. \_\_\_\_\_ Chapter shall forward all receipts from fund raising activities to SMRP and they shall be included in the \_\_\_Chapter Annual Financial Statement and forwarded to SMRP. No part of \_\_\_\_\_Chapter's funds \_\_\_\_\_shall inure or be distributed to Officers, Directors and/or members of \_\_\_\_\_ Chapter, with the exception of reasonable reimbursement for expenses related to services rendered in the name of \_\_\_\_\_Chapter or SMRP official business .

**ARTICLE  
VIII  
General Provisions**

**Section 1. Contracts:** SMRP shall sign/approve any contracts for the chapters, or may empower a Chapter Officer with the authorization responsibility.

**Section 2. Deposits, Checks, Etc.:** All funds of the \_\_\_\_\_ Chapter of SMRP shall be deposited from time to time to the credit of the \_\_\_ Chapter in such banks, trust companies, or other depositories as the Board of Directors may select and/or approve. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the \_\_\_\_\_ Chapter shall be signed by two (2) of any officer(s) or agent(s) of the \_\_\_\_\_ Chapter and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

**Section 3. Fiscal Year:** \_\_\_Chapter's fiscal year shall coincide with the SMRP fiscal year.

**Section 4. Audit:** The accounts of all \_\_\_Chapter financial activities shall be audited on an annual basis by an independent, professional auditing firm approved by the Board of Directors, or sent to SMRP for review. Upon dissolution of any chapter, any unused money must be returned to SMRP.

**Section 5. Accountability:** No chapter shall speak for or act in the name of SMRP without the prior written approval of the SMRP Board of Directors or other designated

Officer of SMRP. No chapter shall commit the SMRP to any financial obligation unless such commitment is authorized in writing by the SMRP Board of Directors or other designated Officer of SMRP.

**Section 6. Administrative Support Person:** If the chapter elects to hire an Administrative Support Person to assist with the management and administration of the chapter, he/she shall attend all chapter Board of Directors meetings as a non-voting member. The Administrative Support Person shall be responsible to the Chair and to the Board of Directors, and shall perform such other duties as the Board of Directors may assign from time to time.

**Section 7. Websites:** Chapter may create an individual website which may be linked to the SMRP Web site.

**Section 8. Dissolution:** A chapter may be dissolved by an affirmative of two-thirds (2/3) vote of the Board of Directors at any regular or special meeting, or at any time that membership falls below twenty (20) members. Upon revocation of the Chapter Charter, all assets of the chapter remaining after payment of all outstanding liabilities and obligations shall be remitted to SMRP to be used as the Board of Directors may direct. SMRP shall not be liable for any financial obligation of \_\_\_ Chapter.

## ARTICLE

### IX

#### Indemnification and Insurance

**Section. 1 Indemnification:** SMRP shall have the power and authority to indemnify and hold harmless to the full extent permitted by law any person who is or was an officer, director, employee or agent of \_\_\_ Chapter, or who is or was serving at the request of \_\_\_ Chapter as an officer, director, employee or agent of another corporation, partnership or joint venture, trust or other enterprise.

**Section 2. Insurance:** SMRP may purchase and maintain insurance on behalf of any person who is or was an officer, director, employee or agent of \_\_\_ Chapter, or who is or was serving at the request of \_\_\_ Chapter, as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity, or arising out of such person's status as such regardless of whether \_\_\_ Chapter or SMRP would have the power to indemnify against such liability.

## ARTICLE

### X

#### Amendments

All changes to \_\_\_ Chapter Bylaws must be submitted thirty (30) days in advance to the SMRP Board of Directors for consideration. If by majority vote, the SMRP Board of Directors during its next Board of Directors meeting determines the amendment to be in the best interest of the \_\_\_ Chapter and SMRP, the

proposed amendment may be submitted to the Chapter members for consideration. Chapter members must be notified of the proposed Bylaws changes at least thirty (30) days prior to their vote. The Bylaws of \_\_\_ Chapter may then be amended by \_\_\_ Chapter members by an affirmative vote of two-thirds (2/3) of the members at the Annual Business Meeting, at any regular or special meeting of members, or by mail ballot. No amendment to the Bylaws shall become effective until written notice is delivered to SMRP

## APPENDIX C: SMRP Board Commitment Form

### As a member of the Board of Directors, I shall:

- Perform my duties so as to honor the trust of the membership that elected me.
- Comply with all applicable statues and regulations applying to non-profit organizations and the terms of the Articles of Incorporation, Bylaws and policies adopted by the Board.
- Protect the interest of the Society as determined by its Board, its mission and prudent business practice.
- Refrain from using my position on the Board for my own personal advantage or the advantage or any special interests inside or outside of the Society.
- Protect the confidentiality of private or confidential information to which I become a party as a member of the Board, i.e. member lists, financial information, public policy, goals, etc.
- Refrain from asserting authority as a Board member except when participating in a meeting of the Board or as the Board delegates to me, recognizing the Chair of the Board has the final authority.

### Accept my personal responsibility to do the following:

- Make every effort to attend the meetings of the Board and Board committees to which I have accepted appointment.
- Review all information and materials sent to me in connection with Board business and to provide to the Board my best attention and judgment.
- Conduct myself so as to reflect credit on the association and the Board of Directors.
- Respect the integrity and abilities of my fellow Board members and strive to advance the unity and harmony of the Board, recognizing all actions, whether or not I agree, belong in one to the Board and not the individual.
- Tender my resignation from membership on the Board if I am, or become, unable to serve in accordance with the provisions of this commitment.

\_\_\_\_\_

Date

\_\_\_\_\_

Board Member Signature

## APPENDIX D: SMRP Code of Conduct

### **Introduction**

Members of the Board of Directors and staff carry certain duties and responsibilities for the well-being of the organization. The Code of Conduct outlines some of those duties and responsibilities in accordance with governing documents.<sup>1</sup>

### **Confidentiality**

Board members and staff shall have access to information, that if revealed to outsiders, could be damaging or sensitive to other members or staff, harmful to the best interest of the organization, or even create legal liability. Information provided to the Board and staff may concern personnel, financial, contractual, membership or legal matters. It may often be confidential and is intended for use in decision making and governance. Information shall be held in the strictest of confidence and shall not be divulged to any outside party, including other members, without authorization of the Chair or Executive Director.

### **Conflicts of Interest**

Board members and staff members owe a high fiduciary duty to the organization. No Board or staff members shall maintain any business enterprise or other activity that directly conflicts with the interest of SMRP. Board and staff members shall not solicit members for any reason that is not directly related to official SMRP business.

### **Violations**

Violations of the Code of Conduct may result in disciplinary action in accordance with the governing documents. Discipline may include removal of a Board member from office or termination of a staff member.

### **Acknowledgement of Receipt**

I acknowledge that I have received and read a copy of the Code of Conduct and that I am responsible for compliance.

---

Signature

---

Date

---

<sup>1</sup>Governing documents include articles of incorporation, bylaws, policy manual, etc. Please address questions to the organization's board chair and/or executive director.

## APPENDIX E: SMRP Presenter Reimbursement Comparison

<b>EXPENSE / EVENT TYPES</b>	<b>ANNUAL CONFERENCE Workshops</b>	<b>WORKSHOPS</b>	<b>EXECUTIVE MEETINGS</b>
<b>VENUE &amp; ADVERTISING COSTS</b>	SMRP Paid	SMRP Paid	SMRP Paid
<b>TRAVEL EXPENSES</b>	No	No	No
Air Fare/Ground			
Parking			
Meals			
* Telephone & Fax			
<b>HOTEL ROOM</b>	No	No	N/A
<b>EVENT REGISTRATION</b>	Complimentary for a maximum of two (2) workshop presenters	N/A	N/A
<b>MEETING ROOM COST</b>	SMRP Paid	SMRP Paid	SMRP Paid
Room Rental			
A-V Equipment			
Food & Beverage			
Meeting Marketing			
<b>HANDOUT MATERIALS</b>	\$500 limit; advise in advance; presenter responsible for publication	\$500 Limit; advise in advance. Presenter responsible for publication.	
<b>GROUP TRANSPORTATION</b>	SMRP Paid	N/A	SMRP Paid

Notes:

1. Original or suitable receipts are required for reimbursements.

## **APPENDIX F: SMRP Committee and Volunteer Member Code of Conduct**

### **Introduction**

The maintenance and reliability (“M&R”) industry’s continuous improvement process involves the indirect transfer of maintenance and reliability and physical asset management concepts and practices from the “best-in-class” organizations to those seeking to improve. The committees and volunteers of the SMRP facilitate this process through establishment of standards and industry guidelines related to benchmarking, metrics development, maintenance and reliability knowledge, physical asset management, development of certification, tests, education and other activities.

To guide the activities of committee and volunteer members and enhance the professionalism and overall effectiveness of SMRP initiatives and programs, SMRP has established this SMRP Committee and Volunteer Member Code of Conduct. Compliance with this code of conduct is a requirement for participation on SMRP committees and involvement in the Society.

### **Governing Principles**

The activities of the volunteer members of SMRP committees and the SMRP staff who support SMRP committees’ activities shall be governed by the following principles:

- Volunteers have an obligation of fiduciary duty to SMRP. It requires the exercise of reasonable care, whether participating in SMRP activities, making statements or otherwise. Fiduciary duty includes the responsibilities of honesty, good faith, care and loyalty. In plain English, that means the volunteer shall look out for SMRP’s best interests, not the individual’s best interests or those of the individual’s member company
- Data and other information submitted to SMRP for committee purposes shall be used to establish performance and practice norms, to codify industry standards and best practices. Data and other information may also be used to support SMRP research initiatives with the goal of expanding or amending the body of knowledge, certification, tests, education and other activities.
- Any interchange of data and information for committee purposes shall be treated as confidential to the individuals and organizations involved. Confidential individual company data shall not be communicated to any individual or other organization without the expressed written permission of the company submitting the data. Only aggregated data shall be published or disclosed outside of the committee. Rules for aggregating data to protect individual company confidentiality shall be established by the individual SMRP committee’s involved, shall not be in conflict with SMRP policies and shall be strictly followed.
- Committee members and volunteers shall have access to information that if revealed to outsiders, could be damaging or sensitive to other members or staff, harmful to the best interest of the organization or even create legal liability. Information provided to committees and volunteers may concern personnel, financial, contractual, membership or legal matters. It shall often be confidential and intended for use in decision making and governance. Information shall be held in strictest of confidence and shall not be divulged to any outside party, including other members without authorization of the Chair or Executive Director.
- No attempt shall be made to gain confidential information from any organization that is not related to the activities of SMRP committees.
- No attempt shall be made to seek confidential information on other companies through SMRP staff, Board or committee members.

- If an individual inadvertently receives any information that, based on this Code of Conduct, they should not have, they should inform the Executive Director of how the information was received and return the information back to SMRP.
- If committee members are made knowledgeable of SMRP information concerning personnel, financial, contractual, membership or legal matters, such information shall be held in the strictest confidence and shall not be divulged to any outside party without the authorization of the SMRP Board of Directors or Executive Director.
- Any products or analytical reports developed by committees or individuals from data received shall belong to the SMRP.
- Discussions or actions that might lead to or imply an interest in restraint of trade, market customer allocation schemes, dealing arrangements, bid rigging, bribery, collusion, boycotts, prices, sales related data, misappropriation or otherwise violate the SMRP Antitrust Policy and are strictly prohibited.

### **Requirements**

Members of SMRP committees and volunteers shall be required to sign this SMRP Committee Member Code of Conduct.

SMRP staff and any third party researchers shall be required to execute confidentiality agreements in accordance with the SMRP policy.

### **Compliance**

Failure to comply with any provisions of this SMRP Committee and Volunteer Member Code of Conduct shall result in expulsion from the committee(s) on which the member serves and review of SMRP membership status by the SMRP Board of Directors.

### **Acknowledgement of Receipt**

I acknowledge that I have received and read a copy of the SMRP Committee Member Code of Conduct and that I am responsible for compliance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# APPENDIX G: SMRP Board of Directors Governance Appraisal

Circle your response using a scale of:  
5 = strongly agree to 1 = strongly disagree

## I. BOARD FUNCTION

The first section of the evaluation asks you to evaluate how well the SMRP Board of Directors carries out its major responsibilities: advancing the vision, promoting the mission, engaging in strategic planning, fulfilling its fiduciary responsibility, monitoring programs and services, being an advocate for SMRP and the membership and building the staff/Board partnership.

### A. Advancing the Vision

The Board of Directors is the keeper of the vision. A vision has impact when SMRP's members embrace it and are motivated to action.

*SMRP vision: Promoting excellence in physical asset management*

- |                                                                                                     |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 1. The Board understands and embraces SMRP vision.                                                  | 5 | 4 | 3 | 2 | 1 |
| 2. The Board uses the vision as the standard against which strategic and policy decisions are made. | 5 | 4 | 3 | 2 | 1 |
| 3. Directors assist the membership to understand and support the vision.                            | 5 | 4 | 3 | 2 | 1 |

### B. Promoting the Mission

The Board is responsible for clearly defining SMRP's mission.

*SMRP mission: To develop and promote leaders in Reliability and Physical Asset Management*

- |                                                                                 |   |   |   |   |   |
|---------------------------------------------------------------------------------|---|---|---|---|---|
| 4. The Board understands and supports SMRP's mission.                           | 5 | 4 | 3 | 2 | 1 |
| 5. The Board reviews the mission on a regular basis.                            | 5 | 4 | 3 | 2 | 1 |
| 6. Integral to SMRP's mission is a commitment to be a diversified organization. | 5 | 4 | 3 | 2 | 1 |

### C. Strategic Planning

The Board is responsible for engaging in a planning process which results in an enhanced understanding of the changing environment in which SMRP operates and decisions which will help SMRP to function more effectively in that environment.

- |                                                                                                      |   |   |   |   |   |
|------------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 7. The Board ensures an effective strategic planning process is in place                             | 5 | 4 | 3 | 2 | 1 |
| 8. The Board focuses its attention on strategic and policy issues rather than on operational issues. | 5 | 4 | 3 | 2 | 1 |

9. The Board makes strategic decisions which are responsive to trends and other changes in the environment.	5	4	3	2	1
-------------------------------------------------------------------------------------------------------------	---	---	---	---	---

10. The Board devotes sufficient time to strategic issues.	5	4	3	2	1
------------------------------------------------------------	---	---	---	---	---

#### **D. Fiscal Management**

The Board is responsible for maintaining sound fiscal policy and practices.

11. The Board understands its fiduciary responsibility.	5	4	3	2	1
---------------------------------------------------------	---	---	---	---	---

12. The Board receives sufficient information to keep current on SMRP's financial condition and to make informed and prudent fiscal decisions.	5	4	3	2	1
------------------------------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---

13. The Board makes resource allocation decisions which enable SMRP to advance its vision and achieve its strategic goals.	5	4	3	2	1
----------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---

14. The Board approves an annual operating budget established against the Strategic Plan.	5	4	3	2	1
-------------------------------------------------------------------------------------------	---	---	---	---	---

#### **E. Programs and Services**

The Board is responsible for determining the spectrum of programs and services which should be offered to advance SMRP's vision, fulfill its mission and meet members' needs.

15. The Board annually reviews the spectrum of programs and services to be certain they support SMRP's mission and are consistent with the Strategic Plan.	5	4	3	2	1
------------------------------------------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---

16. The Board receives adequate information on members' needs, expectations and satisfaction to make decisions about programs and services.	5	4	3	2	1
---------------------------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---

## **F. Advocacy**

The Board is responsible for enhancing SMRP's image and fostering a clear understanding of SMRP, its direction and leadership decisions among the membership and SMRP's various publics.

17. The Board approves a public relations and marketing strategy for SMRP.	5	4	3	2	1
18. The Board fosters effective and open communication between SMRP leadership and membership.	5	4	3	2	1
19. The Board designates the official spokespersons for SMRP.	5	4	3	2	1

## **G. Board/ Staff Partnership**

The Board of Directors is responsible for building and nurturing an effective working partnership with SMRP staff, and in particular, with the Executive Director.

20. The Board ensures a climate of mutual trust and respect exists between the Board and the Executive Director.	5	4	3	2	1
21. The Board gives the Executive Director the authority and responsibility to lead and manage SMRP successfully.	5	4	3	2	1
22. The Board and the Executive Director have agreed upon how to define success for SMRP and the Executive Director is evaluated based upon related criteria.	5	4	3	2	1
23. The Board seeks and respects the opinion and recommendations of staff.	5	4	3	2	1

Comments:

## II. BOARD EFFECTIVENESS

*The second section of the evaluation asks you to assess how effective and efficient the Board is in doing its work. Contributing to effective governance are the following factors: clearly defined roles and responsibilities, an efficient governance structure, well-developed group process, knowledgeable directors and meaningful meetings.*

### A. Roles and Responsibilities

24. The Board has defined a role for the SMRP Board.	5	4	3	2	1
25. There is a job description for SMRP Directors.	5	4	3	2	1
26. Directors execute their responsibilities.	5	4	3	2	1

### B. Governance Structure

27. The structure of SMRP's Board contributes to its ability to function effectively.	5	4	3	2	1
28. Each section, committee and task force has a charge and is reviewed regularly.	5	4	3	2	1

### C. Board Dynamics

29. There is a climate of mutual respect and trust among Directors, and between Directors and Staff.	5	4	3	2	1
30. Directors fully participate in Board discussions.	5	4	3	2	1
31. Directors have sufficient opportunity to express themselves on issues during Board discussions.	5	4	3	2	1
32. There is a clear commitment to building consensus on issues.	5	4	3	2	1
33. The Board makes decisions based upon information and data about members' needs and satisfaction.	5	4	3	2	1
34. There is effective and appropriate communication between the Board and its Officers and the Board and the Executive Director.	5	4	3	2	1

**D. Meaningful Meetings**

35. Directors receive agendas and supporting materials for review prior to Board meetings.	5	4	3	2	1
36. Board meetings make the most productive use of Directors' time.	5	4	3	2	1
37. Sufficient meeting time is allowed for reaching consensus on issues.	5	4	3	2	1
38. Board members are familiar with SMRP Bylaws and Policies.	5	4	3	2	1

Comments:

**III. BOARD DEVELOPMENT**

*The third section of the evaluation asks you to assess how committed SMRP's Board of Directors is to preparing new Directors for their responsibilities and improving the effectiveness and efficiency of the Board.*

**A. New Directors**

39. The current Board contains a sufficient range of expertise and experience to make it an effective governing body, representative of the membership.	5	4	3	2	1
40. Directors help identify candidates for leadership roles in SMRP.	5	4	3	2	1
41. A formal orientation program for new Directors is in place.	5	4	3	2	1

**B. Board Development**

42. The Board commits time for group learning experiences designed to improve the Board's effectiveness as a governing body and its understanding of governance issues.	5	4	3	2	1
43. Directors are encouraged to enhance their individual leadership skills.	5	4	3	2	1

Comments:

#### **IV. GENERAL ASSESSMENT**

44. What issues require the SMRP Board's special attention during the next 12-24 months?

45. How can the SMRP Board's structure or performance be improved in the next 12-24 months?

46. What other comments or suggestions would you like to offer about the SMRP Board or its performance?

Signature (voluntary) \_\_\_\_\_

## APPENDIX H: SMRP Individual Board Member Self-Evaluation

How satisfied are you that you:	Not Satisfied		Satisfied		Not Sure
1. Understand SMRP mission, vision, and goals?	1	2	3	4	NS
2. Support the mission and goals?	1	2	3	4	NS
3. Have a good working relationship with other Board members?	1	2	3	4	NS
4. Have a good working relationship with the Executive Director?	1	2	3	4	NS
5. Are knowledgeable about SMRP's major programs and services?	1	2	3	4	NS
6. Assist in SMRP fund raising by, for example, identifying prospective members, potential certificants, or registrants for conference?	1	2	3	4	NS
7. Are able to express a dissenting vote or voice concerns about a recommendation with which you disagree?	1	2	3	4	NS
8. Strive to represent the views and interests of the general membership during Board meetings?	1	2	3	4	NS
9. Read and understand SMRP financial statements?	1	2	3	4	NS

<b>How satisfied are you that you:</b>	<b>Not Satisfied</b>		<b>Satisfied</b>		<b>Not Sure</b>
10. Act knowledgeably and prudently when making recommendations about how SMRP funds should be invested or spent?	1	2	3	4	NS
11. Prepare for and participate at Board meetings, as well as other activities of SMRP?	1	2	3	4	NS
12. Take advantage of opportunities to enhance the SMRP's public image by periodically speaking to leaders in the community about the work of the SMRP?	1	2	3	4	NS
13. Take advantage of opportunities to enhance SMRP's image by periodically speaking to members and nonmembers about the Society's benefits?	1	2	3	4	NS
14. Are able to meet the time and financial commitments to SMRP?	1	2	3	4	NS
15. Are able to attend regularly Scheduled meetings?	1	2	3	4	NS
16. Respect the confidentiality of the Board's Executive Sessions?	1	2	3	4	NS
17. Suggest agenda items for future Board and Committee meetings?	1	2	3	4	NS
18. Advise and assist the Executive Director and staff when your help is requested?	1	2	3	4	NS
19. Are heard and considered when you give your opinions and views?	1	2	3	4	NS
20. Find serving on the Board to be satisfying and rewarding experience?	1	2	3	4	NS

Comments:

## APPENDIX I: SMRP International Affiliate Agreement

**THIS AFFILIATION AGREEMENT** (hereinafter referred to as the “**Agreement**”) is made this the day of \_\_\_\_\_, 2018, by and between **SOCIETY FOR MAINTENANCE AND RELIABILITY PROFESSIONALS**, a(n) Illinois not-for-profit corporation (hereafter referred to as "SMRP"), and **SOCIETY FOR MAINTENANCE AND RELIABILITY PROFESSIONALS – (insert name of foreign affiliate)**, a(n) \_\_\_\_\_ not-for-profit entity (hereafter referred to as "SMRP-\_\_\_\_\_").

**WHEREAS** SMRP is organized to develop and promote excellence in maintenance, reliability, and physical asset management;

**WHEREAS** from time to time there are needs and interests of maintenance and reliability professionals which may best be served by an international group organized based on the discipline of their manufacturer or shared interest;

**WHEREAS** SMRP-\_\_\_\_\_ meets all of the current qualifications listed in Attachment A to this Agreement and desires to act as an international affiliate;

**WHEREAS** SMRP will support the efforts of the SMRP-\_\_\_\_\_ to promote their common purpose and the profession;

**WHEREAS** SMRP-\_\_\_\_\_ wishes SMRP to assist in providing educational programs, information, discussion forums, networking, and other services to accomplish their common purpose and enhance the image of the members through the professional certification program;

**WHEREAS** It is in furtherance of their common purpose to promote effective cooperation among members for a well-informed membership, to provide for membership promotion and retention in the best interest of both parties;

**NOW THEREFORE** In consideration of the above and of the mutual promises and agreements set forth below, SMRP and SMRP-\_\_\_\_\_ agree as follows:

### 1. Terms of Affiliation

- A. During the term of this Agreement, SMRP hereby grants to SMRP-\_\_\_\_\_, and SMRP-\_\_\_\_\_ accepts, the exclusive right to be affiliated with SMRP in the area of \_\_\_\_\_, (the “Area”) and to be known as the affiliate of SMRP in the Area. Such right shall not extend outside of the Area. The initial term of this Agreement shall be one year and may be renewed in accordance with the terms of this Agreement.
- B. SMRP-\_\_\_\_\_ shall identify itself in all written communications with the phrase "an International Affiliate of the Society for Maintenance and Reliability Professionals."
- C. SMRP shall not grant an affiliation to any other organization in the Area without the express consent of SMRP-\_\_\_\_\_.
- D. SMRP and SMRP-\_\_\_\_\_ expressly acknowledge and agree that SMRP and SMRP-\_\_\_\_\_ are, and intend to remain, separate legal entities under separate national laws, and as such are obliged to observe their respective national laws and regulations. Neither SMRP nor SMRP-\_\_\_\_\_ has the authority to incur any liability, obligation or

expense on behalf of the other. The conduct of SMRP-\_\_\_\_\_ and its members and any other obligations of SMRP-\_\_\_\_\_ are solely those of SMRP-\_\_\_\_\_ and not of SMRP.

E. SMRP-\_\_\_\_\_ may adopt its own formation and governance documents to provide for the administration and regulation of its internal affairs. At a minimum, SMRP-\_\_\_\_\_ shall establish Chair and Vice Chair positions.

F. SMRP-\_\_\_\_\_ will not make any representations regarding policies or positions of SMRP except in conformance with published policy statements duly adopted by the SMRP. SMRP-\_\_\_\_\_ officials may only speak and act on behalf of SMRP-\_\_\_\_\_, and acknowledge they may not speak or act on behalf of SMRP. The parties shall mutually counsel each other regarding their respective representations to be made concerning governmental, regulatory and/or code and standards issues in their geographic regions insofar as such representations may be of interest to, affect, or relate to each other.

G. SMRP-\_\_\_\_\_ shall adhere to the business regulatory requirements of the Area and shall consistently conduct its affairs in compliance with all laws, codes, rules, regulations and statutes. SMRP-\_\_\_\_\_ shall at all times comply with SMRP's antitrust policy and related procedures.

H. As a condition of this Agreement, SMRP-\_\_\_\_\_ shall provide SMRP with a petition signed by a minimum of twenty (20) individuals, who are members in good standing, supporting the formation of SMRP-\_\_\_\_\_. SMRP staff shall assist with the drafting and distribution of such a petition. As a prerequisite to renewal, SMRP-\_\_\_\_\_ shall complete an Annual Report at the end of each fiscal year. This information shall be made available to SMRP in English no later than thirty (30) days following the end of each fiscal year. The SMRP Board of Directors shall have the authority to renew this Agreement for up to three years for each renewal request. The list of activities and events shall be furnished to SMRP as it is updated in order to enable SMRP to promote such activities and events to the general SMRP membership.

I. SMRP-\_\_\_\_\_ shall provide SMRP member roster information including members' names, business addresses and titles, telephone and e-mail information, quarterly. Members shall be entitled to consent to receive information including services, products and notices of conferences of SMRP and SMRP-\_\_\_\_\_ by electronic means, and may elect to be listed in SMRP's electronic membership directory.\_\_\_\_.

J. All SMRP-\_\_\_\_\_ members shall be required to abide by the SMRP Volunteer Code of Conduct.

K. All actions of SMRP-\_\_\_\_\_ shall be in compliance with the SMRP mission statement, a copy of which is attached hereto as Attachment D.

## **2. Rights of SMRP-\_\_\_\_\_**

- A. During the term of this Agreement, SMRP-\_\_\_\_\_ shall be entitled to use on a nonexclusive, limited basis the name Society for Maintenance and Reliability Professionals in connection with its activities in the Area, and to receive a license to utilize certain intellectual property of SMRP as may be required by SMRP-\_\_\_\_\_, and as agreed to by SMRP in its sole discretion. SMRP-\_\_\_\_\_ shall report to SMRP any activities or actions of third parties which impair, infringe, interfere or inappropriately utilize any of the intellectual property owned by either SMRP or SMRP-\_\_\_\_\_. In such event, the parties shall endeavor, in good faith, to agree upon an appropriate course of action for enforcement of each party's rights in such intellectual property.
- B. Each party shall be responsible for such translations and translation services as that party deems necessary or useful, including translation services at all SMRP conferences and events.
- C. SMRP-\_\_\_\_\_ members shall be entitled to SMRP member pricing on all SMRP events, subject to the conditions of 2.B above.
- D. SMRP-\_\_\_\_\_ and its members shall be entitled to the benefits listed on Attachment B.

### **3. Educational Offerings and Regional Events**

A. SMRP-\_\_\_\_\_ must hold a minimum of four educational offerings per year, which may consist of in-person events or webinars. Webinars must be free to SMRP and SMRP-\_\_\_\_\_ members but cost \$35 for nonmembers. SMRP-\_\_\_\_\_ may conduct regional conferences, symposiums and other events within the Area. Such events should be identified as being affiliated with SMRP-\_\_\_\_\_ and shall be open for attendance to all SMRP members at SMRP-\_\_\_\_\_ member prices, subject to the payment of event fees. All educational content must align with SMRP's Body of Knowledge.

B. All of the income and expenses of such events shall accrue to SMRP-\_\_\_\_\_ unless other specific arrangements are made between SMRP-\_\_\_\_\_ and SMRP in return for services or materials from SMRP.

### **4. Other Provisions**

- A. All notices and demands of any kind or nature that either Party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, in English and may be served personally, by e-mail, by telecopier, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:

If to SMRP:

Society for Maintenance and Reliability Professionals

Attn: Erin Erickson, Executive Director  
3200 Windy Hill Rd SE, Suite 600W  
Atlanta, GA 30339  
Email: [eerickson@kellencompany.com](mailto:eerickson@kellencompany.com)

If to SMRP-\_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

- B. **Choice of Law; Consent to Jurisdiction.** This Agreement is governed by the internal laws of the State of Illinois, without regard to its conflicts of law provisions. The parties agree that any suit, litigation, court case or other proceeding regarding the interpretation or enforcement of this Agreement shall be conducted only in the state and federal courts located in Chicago, Illinois, and SMRP and SMRP-\_\_\_\_\_ hereby consent to the personal jurisdiction of those courts.

## 5. Termination of Affiliation

- A. This affiliation and all of the rights and obligations created hereunder shall remain in full force and effect through the end of each fiscal year. The SMRP Board of Directors shall review the compliance and performance of SMRP-\_\_\_\_\_ during the preceding year and decide if the affiliation relationship with SMRP-\_\_\_\_\_ should be renewed in accordance with the renewal terms of this Agreement. The Board of Directors of SMRP shall have the authority by a majority vote to revoke this affiliation at any time if SMRP-\_\_\_\_\_ is determined to be in violation of the standards of SMRP or in violation of this Agreement. In such circumstances, SMRP-\_\_\_\_\_ shall have the right to be present and to participate in such Board Meeting and shall have all of the rights and privileges as fairness and process shall dictate.
- B. Either party may terminate the Agreement for material breach if not cured within thirty (30) days, or upon thirty (30) days' written notice to the other party or for a longer period as agreed by both parties.
- C. In the event that this affiliation is terminated, SMRP-\_\_\_\_\_’s right to use any SMRP intellectual property as well as the name Society for Maintenance and Reliability Professionals, the name Certified Maintenance & Reliability Professional, or the Certified Maintenance & Reliability Technician; Society for Maintenance and Reliability Professionals-\_\_\_\_\_; and Society for Maintenance and Reliability Professionals (\_\_\_\_\_ Affiliate) or any other mention of Society for Maintenance and Reliability Professionals is also terminated. This name is a property interest of SMRP and this Agreement is not intended to give or authorize the use of this name beyond the limits of this Affiliation agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this International Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

**SOCIETY OF MAINTENCE AND  
RELIABILITY PROFESSIONALS**

**SOCIETY OF MAINTENANCE AND  
RELIABILITY PROFESSIONALS -**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

## **Attachment A**

### **INTERNATIONAL AFFILIATION QUALIFICATIONS**

To qualify to become and remain a Society for Maintenance and Reliability Professionals international affiliated entity, SMRP-\_\_\_\_\_ must meet the following minimum qualifications:

1. Membership must be representative of the maintenance and reliability profession within the Area with a required minimum of twenty (20) members.
2. SMRP-\_\_\_\_\_ leaders must be members of SMRP in good standing.
3. The Area served must be defined on the basis of an appropriate boundary approved by SMRP.
4. The entity shall submit a market analysis and such other information as SMRP may require from time to time to determine the entity's initial and continued qualification for affiliation. The market analysis shall include for the Area:

-

## **Attachment B**

### **Benefits to SMRP-\_\_\_\_\_**

- SMRP will allocate funds for administration and marketing as approved by the SMRP Board of Directors
- SMRP staff will assist with affiliate petition, outreach and communication with SMRP-\_\_\_\_\_ leader
- SMRP staff will manage the promotion and marketing of SMRP-\_\_\_\_\_ events
- Use of the SMRP Brand
- Hosting of Website\* or link to affiliate operated site
- Member pricing for all SMRP events and membership in local chapter

## APPENDIX J: SMRP Meeting Evaluation Form

*By evaluating past meeting performance, we can discover ways to make future meetings shorter and more productive. Check each item "Good" or "Need to Improve." If you check "Need to Improve," include suggestions for improvement.*

Date\_\_\_\_\_

This evaluation is for a:            Committee meeting            Regular Board meeting

If Committee, please name: \_\_\_\_\_

**GOOD**            **NEED TO  
IMPROVE**

Meeting was businesslike, results-oriented, and we function like a team

Discussion was civil and many members offered their opinions

Discussion was confined to agenda items only

Policy issues rather than daily management issues were Discussed

Parliamentary rules were observed and legal counsel was consulted as necessary

Meeting was guided by the Board or Committee Chair

Controversial items were handled successfully and to the satisfaction of all members

Members were prepared for discussion of agenda packet material

Reports were clear, organized and provided adequate information

Printed materials were easy to understand and use

Meeting room was comfortable and conducive to Board activity

All members attended, and the meeting began and ended on time

For Committees and ad hoc groups only: There was  
adequate reason to meet

Suggestions for improving meetings:

## APPENDIX K: Reward Program for Volunteers Policy

Services Rendered	Gift (\$40)	Gift (\$50)	Gift (\$75)	Personal Item (\$100)	Personal Item (\$200)	Personal Item (\$1000)	TBD by BOD
Chair of Board						X	
Chair of Other Boards				X			
Officers of Board					X		
Board of Directors				X			
Officers of Other Boards			X				
Taskforce and Committee Chairs & Co-Chairs			X				
Committee Leadership other than Chair, e.g Vice Chair		X					
General Volunteer	X						
Educators	X						
Newsletter Authors	X						
Outstanding Accomplishment							X

Number of people							Budget Est. Impact
	400	20	15	10	5	1	
	\$40	\$50	\$75	\$100	\$200	\$1,000	
	\$16,000	\$1,000	\$1,125	\$1,000	\$1,000	\$1,000	\$21,125

When to present	
	<b>At Conference</b>
	<b>At Planning meeting</b>
	<b>By Committee Chairs and Directors</b>

## APPENDIX L: Logo Usage Request Form

The logo files are the property of the Society for Maintenance & Reliability Professionals (SMRP). The files may be used by SMRP members in good standing and by SMRP Approved Providers in accordance with the terms and conditions outlined below. Nonmembers seeking use of the logos must complete the Logo Usage Request Form for consideration and approval.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_

Company/Organization \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal \_\_\_\_\_  
Country \_\_\_\_\_

Which logo(s) are you requesting?

If you are requesting a Chapter logo, which one?

How do you intend to use the logo you are requesting?

How frequently will be the logo be used?

Will any use be accompanied by a financial or commercial transaction?

## APPENDIX M: SIG Activity Agreement

This agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the Society for Maintenance and Reliability Professionals (“SMRP”) and \_\_\_\_\_ Shared Interest Group (SIG).

**Whereas** SMRP is organized to serve the needs and interests of maintenance and reliability professionals;

**Whereas** From time to time there are needs and interests of maintenance and reliability professionals which may best be served by a group organized based on the discipline of their manufacturer or shared interest;

**Whereas** SIG meets all of the current qualifications prescribed by the SMRP Board of Directors as listed in SMRP By-laws, and desires to act as a SIG within SMRP;

**Whereas** SMRP will support the efforts of the SIG to promote their common purpose and the profession;

**Whereas** SIG wishes SMRP to assist in providing educational programs, information, discussion forums, networking, and other services to accomplish their common purpose and enhance the image of the members through the professional certification program;

**Whereas** It is in furtherance of their common purpose to promote effective cooperation among members for a well-informed membership, to provide for membership promotion and retention in the best interest of both parties;

**Now therefore** In consideration of the above and of the mutual promises and agreements set forth below, SMRP \_\_\_\_\_ SIG agrees as follows:

### 1. Terms of Agreement

A. SMRP hereby acknowledges that the \_\_\_\_\_ SIG has the exclusive right to perform activities that directly relate to the manufacturing discipline or shared interest \_\_\_\_\_. The designated shared interest may not be modified at any time without express authorization from the SMRP Board of Directors.

B. SIG shall comply and conform to SMRP Bylaws and policies and shall uphold the standards of the SMRPCO.

C. SIG shall meet and operate under the current published SMRP SIG Minimum Standards (SMRP By-laws).

### 2. Rights of the SIG

A. A SIG is considered to be a working group of SMRP and to be included under the umbrella of SMRP’s non-profit tax-exempt status as long as the SIG maintains the terms of this Agreement.

B. SIGs will be included under the umbrella of SMRP’s insurance policies as long as the SIG maintains the terms of this agreement and SMRP has such insurance in effect for itself and for its SIGs.

C. SIG will receive other benefits as determined and published annually by SMRP (SMRP By-laws)

**3. Representations**

E. SIG leadership representatives shall speak only on behalf of the SIG and recognize that they may not speak or act on behalf of SMRP, without express authorization from SMRP Board of Directors.

F. SIG leadership representatives shall not make any representations regarding policies or positions of SMRP except in strict conformity with written policy statements duly adopted and published by SMRP.

G. SIG shall, during the term of this Agreement and thereafter, maintain the confidentiality of any and all of SMRP’s confidential or proprietary information or data (collectively “Confidential Information”). Such Confidential Information shall at all times remain the property of SMRP and shall be deemed to be furnished to SIG in confidence and solely in connection with SIG’s obligations under this Agreement. Upon termination of this Agreement for any reason, SIG shall immediately deliver to SMRP all written and electronic documentation of such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by SIG or its officers, directors, employees or agents. SIG’s obligations in the SMRP By-laws and shall survive the expiration or termination of this Agreement.

**4. Termination of Agreement**

A. Refer rules of Dissolution in By-laws

IN WITNESS WHEREOF, the parties have caused this Activity Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

SOCIETY FOR MAINTENANCE AND RELIABILITY PROFESSIONALS

By: \_\_\_\_\_

SMRP Chair

Date: \_\_\_\_\_

\_\_\_\_\_

By:

SMRP Executive Director

Date:

By: \_\_\_\_\_

SIG Founding Chair; Date: \_\_\_\_\_

## APPENDIX N: Budget Request Form

**Fiscal Year (July 1 – June 30)**

Please select whether you are a:     SIG                       Chapter

Please list the name of your SIG or Chapter:

---

**Contact Name:**

---

**Contact Phone:**

---

**Contact Email:**

---

**Total amount you are requesting be budgeted:** \_\_\_\_\_

**Title of the event/activity you are requesting funding for:**

---

---

**Please provide a description of the event or activity you are requesting funding for:**

---

---

---

**Please list a breakdown of any estimated expenditures for this event/activity:**

---

**Please submit your request to:**

The Society for Maintenance & Reliability Professionals  
1100 Johnson Ferry Road, Suite 300, Building 1, Atlanta, GA 30342

Phone: 1.800.950.7354; Fax: 404.591.6811; [www.smrp.org](http://www.smrp.org)

Email: [eerickson@smrp.org](mailto:eerickson@smrp.org)

**NOTE: You will receive an email with approval or denial within four weeks of submission**

## APPENDIX O: EVENT REQUEST FORM

Please list the name of your SIG:

---

Contact Name:

---

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Requesting:  Teleconference  GoToMeeting  GoToWebinar  Other

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Presenter Name: \_\_\_\_\_

Presentation Title: \_\_\_\_\_

Presentation Description:

---

---

---

---

Who is invited?:  SIG Members Only  SMRP Active Members

Include Non-Members

Cost: \_\_\_\_\_

RSVP to:

---

Registration Form Needed:  Yes  No

**\*\*\* Please note, Event Request Forms must be completed and submitted to the contact below three months prior to the date being requested.\*\*\***

**Please submit your request to:**

The Society for Maintenance & Reliability Professionals  
1100 Johnson Ferry Road, Suite 300, Building 1, Atlanta, GA 30342

Phone: 1.800.950.7354; Fax: 404.591.6811; [www.smrp.org](http://www.smrp.org)

Email: [eerickson@smrp.org](mailto:eerickson@smrp.org)

**NOTE: You will receive an email with approval or denial within four weeks of submission.**

## **APPENDIX P: Public Statements**

### **Background**

SMRP is engaged in communications with U.S. policymakers and legislative staff in Washington, DC through the Society's Government Relations Program. A special Steering Committee, along with staff, manages and executes the program. As part of the program, SMRP provides public statements (written and oral testimony) regarding the association's comments and recommendations on new and existing U.S. government policy.

### **Appointments to Steering Committee**

Members of the SMRP Steering Committee are appointed by the Board of Directors.

### **Proposed Process for Approval of Public Statements**

The process outlined below describes the required review and approval before public policy statements can be included as part of the SMRP government relations program.

- **STEP 1:** Steering Committee and staff discuss issue(s) and potential SMRP position(s).
- **STEP 2:** Staff develops draft language setting out SMRP's position or policy.
- **STEP 3:** Staff shares draft language with Steering Committee.
- **STEP 4:** Steering Committee offers input on draft language.
- **STEP 5:** Staff revises draft language based on feedback from Steering Committee.
- **STEP 6:** Steering Committee approves draft language.
- **STEP 7:** Steering Committee and staff present and provide rationale for draft language to Board of Directors for final approval.
- **STEP 8:** Following Board approval, final language is documented in SMRP minutes and utilized as determined by the Steering Committee.
- **STEP 9:** In the event of an urgent deadline, Executive Committee may electronically approve draft language, document in Executive Committee minutes, and report to the Board of Directors.

## APPENDIX Q: Brand Guidelines



### BRAND IDENTITY GUIDELINES

JANUARY 2017



The Society for Maintenance & Reliability Professionals (SMRP) is a nonprofit professional society formed by practitioners to advance the maintenance, reliability and physical asset management profession.

**Mission**

To develop and promote excellence in maintenance, reliability and physical asset management.

**Vision**

To be the global leader for maintenance, reliability and physical asset management.

# TABLE OF CONTENTS

1	The Logo
2	Logo Variations
3	Minimum Space Around the Logo
4	Incorrect Use of the Logo
5	Approved Colors
6	Color Specifications
7	Logo Font
8	Typography
9	Alternate Typography
10	Typography: Do's and Don'ts
11	Company Boilerplate
12	Chapter logos
13	Sub-brand logos
14	Approved Provider Logo



## THE LOGO

The SMRP logo is simple and authoritative. Its bold font evokes trust and authority, and the font modification demonstrates movement, action and evolution. The SMRP logo incorporates an inset sphere to represent the organization's global presence and continued growth outside of the United States. Most importantly, the organization's full name is spelled out within the logo. Together, these updates represent the evolution of SMRP and better embody the organization's brand.

## LOGO VARIATIONS

The color logo is the preferred and primary logo. The logo should be used on a white background whenever possible. When the color logo is reversed, it can only be used on a dark background, much like dark blue from our color pallet. The background must be dark enough to provide contrast to the blue color of the logo.

### Primary Usage



Standard Use  
below 2.25" wide



### Alternate Usage



Color Logo Reverse  
Dark Blue background  
C=60 M=15 Y=0 K=90  
R=0 G=40 B=60  
HEX: 00283b



Logo Reverse over an Image  
Midnight Blue Overlay  
C=41 M=18 Y=0 K=73  
R=57 G=75 B=95  
HEX: 384a5f



Grayscale on Black

## MINIMUM SPACE AROUND THE LOGO

The logo should always be placed in a prominent position so it appears clearly and distinctly. The logo should appear on all SMRP materials, both printed and electronic. There should always be enough space around the logo to ensure a powerful and clear visual image. The amount of clear space is in direct proportion to the size of the logo and cannot be altered. The minimum space around the logo should at least be equivalent to the height of the "P" (see illustration). If possible, more space should be allowed around the logo.



Clearance around the logo should be greater than or equal to the height of the logo type.

## INCORRECT USE OF THE LOGO

Always use approved artwork. Whenever possible, use the EPS file format for best results. For your guidance, some typical examples of incorrect use of the logo are illustrated here. The examples below contain errors in the letterforms, colors and formats.

Do not stretch the logo



Do not use other colors



Do not italicize the logo



Do not substitute the typeface



Do not violate the clear zone



Do not enclose the logo in a shape



Do not use 3D effects or shadows

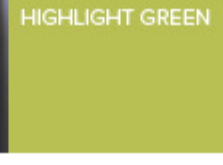
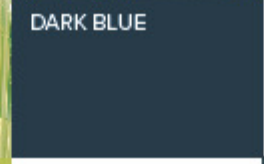
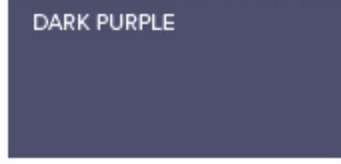
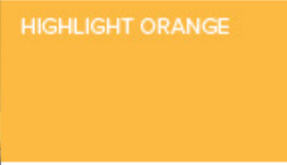
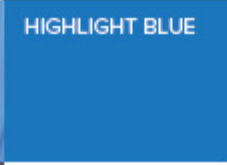
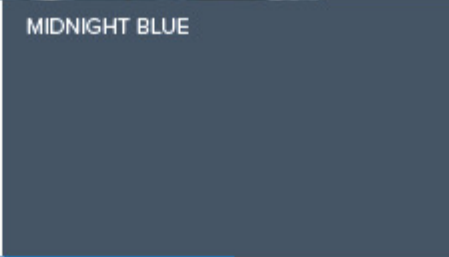


Do not alter the logo proportions



Do not outline the logo





## COLOR SPECIFICATIONS

Please don't approximate colors. Use the proper specifications. Don't introduce new colors without the approval of SMRP.

The discrete use of a highlight color within a piece can be very striking, but it should never be used to the detriment of the primary colors.

Near enough is never good enough. Be aware of the effects of substrates and production processes on colors and also how colors work on monitors. CMYK and RGB colors are not directly interchangeable; please use the color specifications included in this document.

Sometimes, due to production and material constraints, colors won't match precisely. Nevertheless, please ensure that your supplier is aware that as close a match as possible is required. If in doubt, please contact SMRP.

## USING THE COLORS

Be aware of how the logo and colors display across different operating systems. If in doubt, please contact SMRP.

### Primary Colors

MIDNIGHT BLUE

C=41 M=18 Y=0 K=73  
R=57 G=75 B=95  
HEX: 384a5f

HIGHLIGHT BLUE

C=91 M=53 Y=0 K=0  
R=0 G=112 B=185  
HEX: 0070b9

### Highlight Colors

HIGHLIGHT ORANGE

C=0 M=31 Y=90 K=0  
R=253 G=183 B=51  
HEX: fcb733

HIGHLIGHT GREEN

C=17 M=0 Y=81 K=20  
R=181 G=188 B=72  
HEX: b4bc48

### Analogous colors

DARK BLUE

C=60 M=15 Y=0 K=90  
R=0 G=40 B=60  
HEX: 00283b

CHALK BLUE

C=41 M=18 Y=0 K=18  
R=125 G=157 B=193  
HEX: 7c9dc0

DARK PURPLE

C=51 M=45 Y=0 K=60  
R=66 G=68 B=102  
HEX: 424366

LOGO FONT



**Proxima Nova Regular**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

**Proxima Nova Light**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

**Proxima Nova Bold**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

**Proxima Nova Semibold**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

**Proxima Nova Italic**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

**Proxima Nova Bold Italic**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
123456789

## TYPOGRAPHY

**Proxima Nova** is the typeface for all SMRP applications. This is the only sans serif typeface to be used.

m n o 1 2 3

*abcdefghijklmnopqrstuvwxyz*

**Proxima Nova** bridges the gap between typefaces like Futura and Akzidenz Grotesk. The result is a hybrid that combines modern proportions with a geometric appearance. Proxima Nova was originally released in 1994 as Proxima Sans (now discontinued). The original six fonts (three weights with italics) were expanded into a full-featured and versatile family of 48 fonts (eight weights in three widths with italics). In the last few years, Proxima Nova has become one of the most popular web fonts, in use on thousands of websites around the world.

A B C

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890!@#\$%^&\*()+

## ALTERNATE TYPOGRAPHY

Tahoma is the typeface for all SMRP applications when Proxima Nova is not available. Projects done outside of the SMRP design team in applications like PowerPoint or Word can use this alternate font.

mno 123

*abcdefghijklmnopqrstuvwxy*

Tahoma is a humanist sans-serif typeface that Matthew Carter designed for Microsoft Corporation. Microsoft first distributed it, along with Carter's Verdana, as a standard font in the initial release of Windows 95. While similar to Verdana, Tahoma has a narrower body, smaller counters, much tighter letter spacing, and a more complete Unicode character set.

ABC

ABCDEFGHIJKLMNOPQRSTUVWXYZ

1234567890!@#\$%^&\*()+

## Formating Example: Hierarchies of Information

Lorem at vomsequat, illum et iusto odio digsigm qui blandit et iusto eronylar at ille pellit sensar luptae nosotros annos interlingua perfectos lorem.

### Nosotros annos perfector dignisum

Lorem ipsum dolor sit amet, consectetur lor exerc commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios digsigm quisa blandit et iusto odio atas ectamen nedure enim.

Amet, cons ectum tempo incidunt ut labore etas dolore veniam, quis anos nostru end exer citation ui com modor coms equat vel illum tem exercitacion ui commodor annos interlingua annos nosotors lorem ipsum dolor sit amet, consectetur.

### Lorem ipsum novum iurgia perioure eugiat

Nosotros annos perfector dignisum lorem ipsum dolor sit amet, consectetur lor exe rcitation ui commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios digsigm quisa blandit et iusto lorem ipsum dolor sit amet,

Amet, cons ectum tempo incidunt ut labore etas dolore amet, consectetur tempor lor exe rcitation ui commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios digsigm quisa blandit et iusto odio atas ectamen nedure enim luptae lore nos ata ipsum dolor sit amet, cons ectum tempo incidunt ut labore etas dolore mis veniam, quis anos nostru end exer citation ui com.

Modor coms equat vel. illum tem exercitacion ui noso commodor consequat, re et dolore iusto odio sigm quisa nostors annos interlingua annos nosotors lorem ipsum dolor sit amet, consectetur tempor lorem ipsum dolor sit amet.

Nosotros annos perfector dignisum lorem ipsum dolor sit amet, consectetur lor exe rcitation ui commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios digsigm quisa blandit et iusto odio atas ectamen nedure enim luptae lore nos ata.

### Novum iurgia perioure lorem ipsum

Veniam, quis anos nostru end exer citation ui com modor coms equat vel illum tem exercitacion ui commodor annos interlingua annos nosotors lorem ipsum dolor sit amet, consectetur tempor lor exe rcitation ui commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios digsigm quisa blandit et iusto odio atasectamen nedure enim luptae lore nos ata ipsum dolor sitamet, cons ectum tempo incidunt ut labore etas dolore misveniam, quis anos nostru end exer citation ui com.

Modor coms equat vel. illum tem exercitacion ui nosocom modor consequat, re et dolore iusto odio sigm quisa nostors annos interlingua annos nosotors lorem ipsum dolor sit amet, con sect tempor. Modor coms equat vel. illum tem modor consequat coms.

Aperfector dignisum lorem ipsum dolor sit amet, consectetur lor exe rcitation ui commodor atq consequat, vel illum et iust lorem incidunt ut labore et dolore iusto odios tempo incidunt ut labore etas dolore mis veniam. Quis ve illum tem exercitacion ui commodor consequat re nos dolore iusto odio sigm quisa nostors annos. Modor coms equat vel. illum tem exercitacion ui nosocom modor consequat, Quis ve illum tem exercitacion ui conos dolore iusto odio sigm quisa.

“Lorem at vomsequat, illum et iusto odio dig sigm qui blandit et iusto eronylar at ille pellit sensar luptae nosotros annos interlingua perfectos lorem. Sigm qui blandit et iusto eron ylar at ille pellit blandit et iusto eron ylar at ille pellit sensar luptae nos otros annos interlingua perf lorem.”

## TYPOGRAPHY: DO'S AND DON'TS

Keep it simple.

Always use the approved corporate fonts.

Think about hierarchies of information (headings, subheadings, tabular matter, captions) and then apply the approved weights of type.

Try to keep everything flush left.

Never use justified type in body content. See example at left.

Avoid hyphenation and widows (short single words occupying one line of body copy).

Use capital letters judiciously. A LOT OF CAPITAL WORDS are always far more difficult to read.

Keep it clean. Appropriate use of the white space increases legibility and lets the messaging stand out.

Please do not create your own templates or modify existing ones. If your needs aren't met by the current templates, contact SMRP.

## COMPANY BOILERPLATE

The official SMRP boilerplate is to the right. Should you require a more detailed description or specific information on SMRP, please contact the SMRP marketing team.

The Society for Maintenance & Reliability Professionals (SMRP) is a nonprofit professional society formed by practitioners to advance the maintenance, reliability and physical asset management profession. SMRP's membership consists of more than 5,500 individuals, practitioners, companies and students around the world. SMRP is committed to sustaining best practices and developing leaders in the profession by offering educational resources, world-class certifications and knowledge-sharing opportunities for members. For more information, visit [www.smrp.org](http://www.smrp.org).

## SMRP CHAPTER LOGOS

Chapters have the option of using either the generic chapter logo or a logo specific to the chapter. Requests for a specific chapter logo must be made through SMRP national. The SMRP chapter logos should use the minimal space requirements shown below.

The logos may use the color variations described on page two of this guide. Additional color variations are prohibited.



Clearance around the logo should be greater than or equal to the height of the logo type.



Example



### SMRP SUB-BRAND LOGOS

The SMRP logo is incorporated into several sub-brand logos shown on the right.

Each of the logos should use the minimal space requirements shown below.

The sub-brand logos may use the color variations described on page two of this guide. Additional color variations are prohibited.



Clearance around the logo should be greater than or equal to the height of the logo type.



### SMRP APPROVED PROVIDER LOGO

The SMRP Approved Provider logo is available to a company or organization officially recognized as an Approved Provider for use on marketing collateral.

Use of the logo expires upon the expiration of Approved Provider status.

The Approved Provider logo should only be used in the color version to the right. Color variations of the logo are prohibited.



Clearance around the logo should be greater than or equal to the height of the logo type.