**Memo of Understanding**

This **Memo of Understanding** (hereafter referred to as the **MOU**) is executed as an agreement between the **National Association of Orthopaedic Nurses** (hereafter referred to as **NAON**) and theAffiliate (hereafter referred to as **Affiliate**).

**Overall Goals of the Affiliation**

* Stimulate membership in the Affiliate as well as NAON.
* Support the growth and development of Affiliate Organizations through access to resources such as leadership development and affiliate best practices.
* NAON and the Affiliate will continue to operate as separate and independent and may continue to support present independent activities (e.g. newsletters, meetings, other programs and products).

**Benefits for the Affiliate**

* Ability to communicate upcoming events to national membership though the NAON Event Calendar.
* Use of the NAON logo in accordance with NAON Policy 1.9 NAON Logo Artwork.
  + Affiliates are permitted to use the NAON logo for the following approved uses:
  + Affiliate stationery/letterhead
  + Promotional materials for an affiliate-sponsored or co-sponsored educational offering
  + Affiliate membership recruitment materials & newsletters
* Exposure through recognition of affiliation on the NAON website.
* Exclusive access to educational training sessions that may be hosted by NAON.
* Access to NAON Affiliate resources including but not limited to training materials for members, leadership training and best practices.
* Complete control over creation and/or alteration of Affiliate bylaws, including but not limited to name changes, changes to existing bylaws or creation of new bylaws.

**Benefits for NAON**

* Promotion of the NAON Annual Congress.
* Repeated positive exposure of the national organization at the local level.
* Receipt of an annual update including:
  + Complete membership list, in Excel format, with mailing and email addresses for all members of the Affiliate.

**The Parties Hereby Agree as Follows:**

**NAON will:**

* Respond to Affiliate member questions about national activities and post Affiliate event information within the NAON Event Calendar.
* Provide the Affiliate with a high-resolution logo for use in accordance with NAON Policy 1.9.
* Provide updated affiliate leadership information on the NAON website, and a link to the Affiliate’s website.
* Provide access to educational training sessions that may be hosted by NAON.

**Affiliate will:**

* Communicate actively and often the value of NAON to members of their Affiliate.
* Provide a prominent link from the Affiliate website to the NAON website (as applicable).
* Provide NAON National Office with a signed MOU (annually) and membership list by January 31st of every year throughout the term of this agreement.
* Promote the NAON Annual Congress through email to the Affiliate’s membership from the Affiliate President at least twice (x2) annually.

**The MOU**

* **Indemnification**
  + Each party shall indemnify and hold harmless the other party against all loss arising out of any and all third party claims, actions, or proceedings, directly or indirectly arising or resulting, in whole or in part, from or in any way connected with performance under this MOU.
* **Termination of existing agreements**
  + Both parties agree that this MOU terminates and supersedes all previous written and verbal agreements between them and shall hereby waive all claims arising out of the termination of any prior written or verbal agreement.
* **Term** 
  + This MOU shall be effective as of the date the both parties sign below, to be renewed annually, until otherwise terminated by either party.
  + Either party may terminate this MOU without cause by giving written notice to the other party at least six (6) months prior thereto.

**AUTHORIZED SIGNATURES**

The undersigned individuals represent and warrant that they have authority to enter into this MOU on behalf of NAON and the Affiliate represented below their name and hereby agree to the terms set forth.

NAON President Date Signed

Affiliate President       Date Signed

**AFFILIATE INFORMATION**

Affiliate Contact Name:       Title:

Contact Email:

Mailing Address:

City, State, Zip:

Current President:

President Elect:

* **Submit a signed MOU and current list of member names and email addresses via email to NAON’s National Office:** [**naon@orthonurse.org.**](mailto:naon@orthonurse.org.)