

CHAPTER AGREEMENT

THIS AFFILIATION AGREEMENT (the “**Agreement**”), is made this ____ day of _____, 20____, by and between Sex Workers Outreach Chapter-USA (SWOP-USA) (“**SWOP**”), a 501(c)(3) nonprofit corporation with its principal place of business in Walnut, CA and _____ (“**Chapter**”), an unincorporated SWOP, with its principal place of business in Walnut, CA.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Grant of Charter to Chapter

A. Charter. SWOP hereby grants to Chapter a non-exclusive charter to be a Chapter of SWOP. In accordance therewith, Chapter is authorized to use the name “Sex Workers Outreach Chapter,” acronym “SWOP,” and logo of SWOP in or 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 SWOP.

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

C. Territory. Chapter shall represent SWOP as SWOP’s affiliate in _____ (the “**Territory**”), pursuant to and in accordance with SWOP’s mission and purposes as set forth in SWOP’s Bylaws or as otherwise established by SWOP’s Board of Directors. Chapter acknowledges that this designation is non-exclusive in the Territory and that SWOP may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, and perform other activities within the Territory.

D. Authorized Activities. SWOP specifically authorizes Chapter to conduct the following activities within the Territory:

1. educating and rendering assistance to sex workers, providing an accessible source of information pertaining to sex worker rights and awareness;
2. conducting Chapter meetings on an ongoing basis with a frequency set forth by Chapter;

3. conducting approved forms of community outreach and education;
4. other:
 - a. speaking to local media
 - b. networking with local organizations
 - c. providing direct services to sex workers in a harm reduction model

II. Obligations of Chapter

Chapter's obligations under this Agreement shall include:

A. SWOP Values and Agreements. Chapter shall conduct all activities in accordance with the SWOP Mission Statement, Values and Agreements, attached hereto as **Exhibit A**. Chapter shall sign a copy of Exhibit A and deliver it to SWOP.

B. Programs and Activities. Chapter shall sponsor and conduct programs and activities that further the purposes and objectives of SWOP, 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, information available through SWOP in support of such programs and activities. Chapter shall send to SWOP on a quarterly basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct.

C. Chapter shall be "reachable" by SWOP-USA and public, defined as being typically responsive within 72 hours of an inquiry

D. Organizational Structure. Chapter shall fully execute and deliver to SWOP a copy of the Governance Worksheet, attached hereto as **Exhibit B**, detailing the Chapter's organizational structure, governance principles, voting requirements, and other necessary details indicated therein.

E. Observe Annual Events. Chapter shall observe annual events including:

1. March 3rd—International Sex Worker Rights Day;
2. local LGBTIQQ Pride Days and Parades;
3. November 20th—Transgender Day of Remembrance; and
4. December 17th—International Day to End Violence Against Sex Workers;

F. Anti-racism and Anti-oppression Principles. Chapter shall be committed to recognizing and challenging all forms of oppression, including racism, classism, sexism, homophobia, whorearchy, transphobia, ageism, elitism, prohibitionism, and all other systems and behaviors of discrimination that marginalize, exclude or dehumanize any one person or group.

G. Recordkeeping and Reporting. Chapter shall maintain all financial records pursuant to the Chapter Fundraising section herein, and shall submit quarterly written reports to SWOP summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the request of SWOP, Chapter shall permit SWOP or SWOP's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. In addition, SWOP may request that Chapter send to SWOP copies of such records.

H. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement. Furthermore, it is the sole responsibility of the Chapter to obtain any permits, licenses, and approvals needed by Chapter.

I. Chapter Planning Worksheet. Chapter shall execute and deliver to SWOP a Chapter Planning Worksheet, attached hereto as **Exhibit C**, once a year.

J. Other Obligations:

- a. filling out the quarterly report form and submitting to SWOP-USA
- b. being in compliance with our social media guidelines
- c. being in compliance with 501c3 regulations

III. Relationship of Parties.

Nothing in this Agreement shall create any joint venture, partnership, or agency relationship between SWOP and Chapter. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any party that Chapter is an agent of SWOP.

IV. Chapter Fundraising and Expenditures

A. Funds. Upon approval of their charter, SWOP may in its sole discretion provide funds to Chapter. Nothing in this Agreement requires SWOP to provide any funds to Chapter.

B. Expenditures. In order for Chapter to access SWOP funds, Chapter must fill out a fund request form, including the amount requested, the intended use of the funds, the benefits the funded activities will have on the Chapter and SWOP, and the intended time frame for using the funds. SWOP may review the request form and in its sole discretion disperse funds to Chapter. Chapter must provide copies of all receipts to SWOP relating to the use of any funds by Chapter. If a Chapter decides to hire anyone for services for Chapter activities, such as special Chapters or fundraising arrangements, such activity must be done by Chapter, and Chapter shall be responsible for any agreements, obligations, liabilities and responsibilities. Contractors and staff pay must be processed through the central QuickBooks Online system maintained by SWOP-USA.

C. Chapters who are using the SWOP-USA EIN must inform SWOP-USA prior to any application for grant funding, and must provide a completed grant for review. SWOP-USA has 10 business days to reply to the Chapter with any edits or concerns to completed grant.

D. Instead of an annual fiscal sponsorship fee, SWOP-USA will take a flat 10% out of unrestricted donations and grants awarded to the Chapter. This fee does not apply to mini-grants awarded to Chapters directly from SWOP-USA.

V. Intellectual Property and Confidential Information

A. Limited License. In accordance with SWOP's non-exclusive grant to Chapter to be a Chapter of SWOP in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Sex Workers Outreach Chapter" acronym "SWOP," logo of SWOP, and other SWOP trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "**Marks**"), (ii) SWOP's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of SWOP located within the Territory (hereinafter collectively referred to as the "**Mailing List**"), and (iii) all copyrighted or proprietary information and materials provided by SWOP 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 or in connection with Chapter's name, acronym and logo and for 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 any written guidelines attached hereto, incorporated herein, or subsequently provided to Chapter by SWOP.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of SWOP. The Intellectual Property may be used by Chapter of SWOP 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 SWOP. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by SWOP. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by SWOP in its sole discretion.

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

3. Chapters of SWOP-USA may not use any red umbrella symbol or logo on any of their material in accordance with our settlement agreement with Traveler's Insurance. Chapters of SWOP-USA agree to review the settlement agreement with Traveler's Insurance and comply with its terms.

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 SWOP's express prior written approval. Chapter shall not sell, transfer or license the Intellectual Property. 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 SWOP, discredits SWOP 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 SWOP and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from SWOP.

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 SWOP.

6. Chapters must be in accordance with the EU General Data Protection Regulation. More information can be found at: <https://www.eugdpr.org/>

7. 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, the laws of the Territory, and any other guidelines that SWOP may prescribe.

8. SWOP 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. SWOP 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 compliance with the terms and conditions of this limited and revocable license.

9. 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 termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or termination of this Agreement.

B. Confidential Information. Chapter shall maintain the confidentiality of all of SWOP's confidential and proprietary information and data ("**Confidential Information**"). Chapter also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the Confidential Information without SWOP's prior written consent. Confidential Information shall remain the property of SWOP and shall be considered to be furnished in confidence to Chapter when necessary under the terms of this Agreement. Upon any revocation, surrender or termination of this Agreement, Chapter shall: (i) deliver immediately to SWOP all Confidential Information, 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 termination of this Agreement.

VI. Indemnification.

Chapter shall indemnify, save and hold harmless SWOP, its affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, 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 affiliates, officers, directors, employees, or (ii) the inaccuracy or breach of any of the obligations, covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to SWOP of costs and expenses as they occur, including attorneys' fees and costs. Chapter shall promptly notify SWOP upon receipt of any Claim. SWOP may take over the defense of any claim, but is not required to do so. The provisions of this section shall survive any revocation, surrender or termination of this Agreement.

VII. Revocation or Surrender of Charter

A. Revocation of Charter. The charter granted by SWOP to Chapter hereunder shall remain in full force and effect unless it is revoked by SWOP in writing or surrendered by Chapter in accordance with the provisions of this Agreement. SWOP shall have the authority to revoke the charter of Chapter at SWOP's sole discretion with or without cause. The decision of SWOP shall be final.

B. Surrender of Charter. Chapter may surrender its charter by delivering to SWOP written notice of its intentions to do so no less than 30 days prior to the effective date of such surrender.

VIII. Miscellaneous

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the matter thereof; (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 agreement clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Chapter 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 termination of this Agreement.

C. Waiver. SWOP's waiver of, or failure to exercise or enforce, 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 between the parties relating to this Agreement shall be determined solely and exclusively by arbitration in accordance with

the rules then in effect of the American Arbitration Association pertaining to commercial arbitrations, or any successors thereto (“AAA”). The forum for arbitration shall be in San Francisco, California. The parties shall jointly select an arbitrator. In the event the parties fail to agree upon an arbitrator within ten (10) days, then each party shall select an arbitrator and such arbitrators shall then select a third arbitrator to serve as the sole arbitrator; provided, that if either party, in such event, fails to select an arbitrator within seven (7) days, such arbitrator shall be selected by the AAA upon application of either party. Judgment upon the award of the agreed upon arbitrator or the so chosen third arbitrator, as the case may be, shall be binding on the parties and shall be entered by any court of competent jurisdiction. Neither party shall have any right to bring an action relating to this Agreement in a court of law.

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 California.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by Chapter without the express prior written consent of SWOP.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its 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. 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 portions of the Agreement shall remain in full effect.

J. 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.

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.

Sex Workers Outreach Chapter-USA

By: _____

Name: _____

Title: _____

Date: _____

SWOP _____

By: _____

Name: _____

Title: _____

Date: _____

SWOP Mission Statement, Values & Agreements

Mission Statement

Sex Workers Outreach Chapter-USA is a national grassroots social justice network dedicated to the fundamental human rights of sex workers and their communities, focusing on ending violence and stigma through education, community building, and advocacy.

Values

Dignity and Respect

Sex workers are human beings who deserve the same dignity and respect given to non-sex working people. Society has historically used *respectability politics* (ideas of what is and isn't "socially acceptable") as an excuse for tolerating the abuse, murder, and criminalization of sex workers. We firmly reject the idea that a person is undeserving of respect because of their involvement in the sex trade, and we dedicate ourselves to ending discrimination against sex workers in all of its many forms. We recognize that no one story represents sex work, and we honor the vast variety of experiences that people in our communities have lived. We validate all forms of sex work as equal, and actively work to dismantle whorearchy (the idea that certain types of sex work are more or less dignified than others) in the public, as well as within our sex worker and activist communities.

Community

The Sex Workers Outreach Chapter strives to create conscious sex worker communities, valuing anti-racism and anti-oppression education as a means of fostering safe environments for all. We rely on strong communities to keep us safe, share information on harm reduction, and fund and organize peer support. When we stand together as a community, we are better able to organize and advocate for our human rights and protections. Our communities are strengthened by honoring diversity among our members, and each individual's right to self-representation.

Accountability

We recognize that people in our communities come from a vast array of backgrounds, and that we are all at different stages of understanding the intersectional issues that relate to our movement. We strive to provide educational materials to our members on overlapping social justice issues, and to promote a culture of self-awareness and learning. We assume the best intentions of peers and seek to both offer and accept constructive criticism as a gift for growth. We actively work to identify, acknowledge, and dismantle forms of oppression that manifest within our groups, our organization, and ourselves, and hold ourselves accountable to make good on incidents where we fall short.

Self-Determination

Our bodies are our own. As members of SWOP, we demand that individuals retain the exclusive right to determine how they use their own bodies under all circumstances, including in making occupational, health, lifestyle, sexual and reproductive choices. We support harm reduction principles, believing that each individual is an expert on their own life, and thus in the best position to determine their needs, and how to get those needs met. We strive to provide information and materials to help people make informed choices and access the resources they need to stay safe. We condemn the structural oppression that seeks to take away our power and control through violence, labor exploitation, and economic marginalization. We acknowledge that methods of survival, self care, and asserting autonomy differ from culture to culture and person to person, and value non-judgement as a means of offering support to all people.

Sex Work is Work

We stand by sex work as a form of emotional and physical labor that people of all backgrounds undertake as a means of supporting themselves and people who depend on them, and as a means of surviving. We maintain that consent and the upholding of individual rights are key differentiators between sex work and sexual assault, and we reject the notion that sex work is inherently linked to violence. We maintain that addressing root issues of poverty, racial and gender discrimination, drug use, and immigration reform (to name a few) will give people who do not want to engage in sex work more income options and reduce sex worker vulnerability to violence and exploitation.

The presence of sex workers in social movements, the visibility of sex workers in communities of all kinds, and societal awareness of sex worker rights as fundamental to human rights in no way perpetuate violence, sexual assault, slavery and trafficking in persons. We believe that when sex work is decriminalized, and when sex workers do not suffer from stigma and discrimination, issues of abuse in the sex trade can be better identified, addressed and nullified.

1. SWOP Social Media Policy for Chapters

Code of Conduct

As Chapter representatives, you are the public faces of SWOP in your communities. This applies to social media just as much as the offline world -- so on social media, comments and interactions need to follow the same ethics and standards that SWOP holds ourselves to anywhere else.

-Respect

SWOP, the sex worker community, and the public at large all contain people with diverse backgrounds and experiences. Respect the humanity of those you engage with, even if their views are very different from your own. Use inclusive language, check pronouns if unsure, and be aware of your own privileges. Avoid slurs, obscenity, and personal attacks.

Online discussions can be volatile, especially surrounding controversial topics that may crop up relating to sex work. Give other parties the benefit of the doubt in disagreements and remain civil. Remember you can take a step back or politely disengage if the conversation is uncomfortable for you.

-Confidentiality

Discretion is vital to trust and safety in the sex worker community. Do not post confidential information about SWOP operations, members, or supporters. If you are not completely sure someone is alright with being tagged in a post, ask them first.

-Safety

Take care to protect yourself. Privacy settings on social media platforms should be set to allow anyone to see profile information. Other privacy settings that might allow others to post information or see information that is personal should be set to limit access. Be mindful of posting information that you would not want the public to see. While we will never tell any SWOP members what to do, we recommend that if you are “out” or engage in a form of sex work that can be taken as illegal, you use a consistent separate activism name while engaging in work for SWOP.

-Honesty

It's important for people to be able to trust their dealings with SWOP, which means it's important for people to be able to trust you. Stay transparent and honest in your social media interactions. Be clear who you are, identify that you work with SWOP, don't say anything dishonest or misleading. If you have a close personal stake in an issue you're discussing, be up front about that (although be cautious about disclosing personal details -- the internet has a long memory!)

-Legality

It's important when posting material online that you take care to respect intellectual property laws, including copyright and trademark laws, and fair use/fair dealing of material owned by others (including SWOP's own copyrights and brands.) If you're quoting someone's work, don't use more than a small excerpt and always make sure to attribute your quotes properly! Better yet, link other people's work rather than quoting it so they can get the exposure too, if it's possible to do so.

-No Advertising

As a 501c3 we cannot be perceived to be promoting or enabling prostitution. Do not post, repost, retweet, etc any advertisements for any sexual services, even ones that are not criminalized. Many SWOP members are open sex workers, but that must be contained to their personal social media accounts and not posted to official SWOP channels.

Sex work activism under SESTA/FOSTA brings with it a whole new set of legal challenges on top of all the ones we already need to take care of. SWOP isn't here to teach people how to get into sex work, to promote sex work, or to encourage people into sex work -- please be careful of this in all your postings.

Posting Guidelines

-Minimizing Mistakes

If you have personal/professional accounts on the same social media platforms where you represent SWOP, consider using separate apps or browsers when posting to each. If not, take extra care in checking which account you are on before you post. Either way, proofread and spell check what you write before posting. Consider whether the language might be ambiguous or confusing.

-Addressing Mistakes

Everyone slips up now and again. If you've accidentally posted something to the wrong account, erase it. Acknowledge the mistake -- if it was something innocuous, move on; if it was something more serious (maybe someone's personal information/personal sex work, something explicit that didn't belong on a SWOP account etc.) apologize as well.

If you discover that something you posted is inaccurate, misleading, or offensive, do not delete the content. Edit it as soon as possible to correct the error with a note explaining the reason for the change as well as an apology for any misinformation or harm the error may have caused.

-Monitoring Comments

Responding to comments and private messages is a great way to foster conversation and build relationships. Comments on controversial issues may become heated, and while you're not personally responsible for what other people say, it can be helpful to guide or moderate the discussion. Intervening politely before things get out of hand may prevent a full-scale flame war.

-Responding to Criticism

Being open to criticism is important for promoting dialogue and growth for all parties. Regardless of whether you think the criticism is well-founded, it's best to listen respectfully. Respond truthfully but politely, even if the other party does not. If possible, invite the critic to message you and continue the discussion privately.

Further questions about SWOP social media use can be directed to the Executive Director: Christa@swopusa.org. The Executive Director can also assist you in setting up social media accounts and their settings. You must inform the Executive Director of any social media identities, login IDs and user names for your Chapter.

Policy violations will be subject to disciplinary action, up to and including removal from SWOP-USA.

EXHIBIT B

Governance Worksheet

Google Form Here: <https://goo.gl/forms/GzEL9a5ppNcnS6ba2>

EXHIBIT C

Chapter Planning Worksheet

Google Form Here: <https://goo.gl/forms/rfHxxGCF1ibmbY7p2>