

AMERICAN DENTAL HYGIENISTS' ASSOCIATION

UNINCORPORATED COMPONENT CHARTER

The _____ ODHA _____, [an Oklahoma nonprofit corporation] (“Constituent”) is a constituent organization of the American Dental Hygienists’ Association, an Illinois not-for-profit corporation (“ADHA”).

Pursuant to Article X, Section 3 of the AHDA Bylaws, ADHA voting members of the same Constituent that practice, reside or hold a license within the same geographical area may be organized as a component by a constituent and issued a charter (each of which is referred to as a “component”).

In accordance with both ADHA’s and the Constituent’s Bylaws, policies and procedures, the Constituent hereby formally establishes and forms Western Oklahoma Dental Hygienists Society (“Component”) as a component of the Constituent pursuant to, and in reliance on, this Unincorporated Component Charter (the “Charter”).

The Component shall be governed and abide by the following terms and conditions:

1. Area Served and Membership.

- (a) The Component shall promote the interests of its Constituent and ADHA within the zip codes set forth on Exhibit A attached hereto (the “Area”). Exhibit A may be amended by the Constituent from time to time in its sole discretion. The Component shall submit requests for amendments to Exhibit A to the Constituent’s Board of Trustees, or its designee(s).
- (b) The Constituent automatically shall assign membership in the Component each Constituent member in good standing whose address on record with ADHA coincides with the Area.
- (c) The Constituent may grant Component membership to any ADHA member in good standing outside of the Area who (i) submits a request for Component membership and agrees to abide by the Constituent’s Bylaws, and such other rules, policies, procedures and regulations as the Constituent may adopt regarding the Component; and (ii) is approved by the Constituent for membership in the Component.
- (d) All members of the Component must be members of ADHA as well as the Component’s chartering Constituent.

2. Relationship of the Parties.

- (a) The Component is a committee of the Constituent formed in order to provide a forum and vehicle for Constituent members residing in the Area to hold meetings and events for the purpose of advancing the general and specific

purposes of the Constituent and ADHA within the Area.

- (b) The Component shall organize itself and conduct its activities in such a manner as to establish and reflect its fundamental alignment and functional compatibility within the Constituent. The Component's general purposes and objectives shall be complementary and consistent, on a local basis within the Area, with those of the Constituent.
- (c) As a committee of the Constituent, the Component has no legal or other existence separate and apart from the Constituent. The Component may not incorporate or form any other type of legal entity.
- (d) The Component shall abide by, and conduct its affairs in accordance with, the Constituent's Bylaws, policies and procedures, ADHA's Bylaws, policies and procedures, and any and all additional policies, rules, and regulations that the Constituent or ADHA, in their sole discretion, may institute from time to time.
- (e) The Component and the Constituent shall collaborate in the creation and operation of a coordinated scheme under which they will conduct education, marketing, and promotional activities designed to advance the ADHA's, the Constituent's and the Component's purposes and strategic objectives within the Area.

3. Constituent/ADHA Responsibilities.

- (a) To the extent and in such manner set forth in the Constituent's policies, the Constituent shall support the Component in the areas of meetings, membership and programming.
- (b) ADHA shall be responsible for invoicing, collection and processing annual Component dues and will issue regularly scheduled payments to the Constituent for dues collected on behalf of the Component. The Constituent will designate such dues for use by the Component to fund its activities. Component dues shall be established by the Constituent Board.
- (c) ADHA shall maintain the Component's membership database.

4. Component Responsibilities.

- (a) The Component shall hold regular meetings, and shall conduct an annual program of activities, including regular communication with Component members and marketing and promotion in the Area, that meets the minimum requirements set for the Component by the Constituent. Failure to maintain the minimum number of meetings and events may result in the revocation of the Component's Charter.
- (b) The Component shall provide the following information to the Constituent

annually on such dates as the Constituent may establish in its sole discretion:

- (i) Copies of minutes of all meetings;
 - (ii) A copy of the Component's meeting calendar;
 - (iii) List of the Component's leaders;
 - (iv) Leadership Affirmation Statement (x) acknowledging that the Component's leaders have received a copy of this Charter, reviewed it and understand the requirements and obligations set forth herein; and (y) representing and warranting that the Component is in compliance with the terms of this Charter and will continue to abide by the terms of this Charter;
 - (v) Such other information as the Constituent's Board of Trustees may request from time to time.
- (c) The Component shall abide by (x) all applicable requirements of the Constituent's Bylaws, policies, rules and procedures, as may be enacted or amended from time to time by the Constituent; (y) all applicable requirements of ADHA's Bylaws, policies, rules and procedures, as may be enacted or amended from time to time by the ADHA; and (z) the terms of this Charter.
- (d) The Component shall abide by all applicable federal, state and local laws, requirements and regulations.

5. Component Limitations.

- (a) The Component is a committee organized under the Constituent and is an integral part of the Constituent's structure. Accordingly, the Component may not maintain a legal existence or identity separate from the Constituent or hold itself out as a separate entity. For example, the Component may not incorporate, or maintain its own logo or website.
- (b) The Component's name, boundaries and eligibility requirements shall be established by the Constituent. The Component shall abide by all such requirements.
- (c) The Component may not enter into agreements or contracts, whether written or oral, expressed or implied.
- (d) The Component is governed by the Constituent's Bylaws and may not maintain its own bylaws. The Component may, however, maintain operational procedures or guidelines governing the operation of the Component's meetings and leadership structure ("procedures"); provided,

however, such procedures are subject to the Constituent's prior review and approval.

- (e) The Component may not have a board of trustees or officers. Components may maintain a "council" or similar subgroup led by volunteer leaders in the form of a Component Chair, Vice Chair, etc. However, such individuals do not have legal authority to enter into contracts or otherwise act on behalf of the Component or Constituent.
- (f) The Component may not maintain checking or other deposit accounts. The Constituent is and must be responsible for all legal and financial aspects of the Component. ADHA will remit dues earmarked for the Component directly to the Constituent. The Constituent shall designate and allocate such funds for Component's use in furtherance of Component activities.
- (g) The Component understands that the Constituent must (i) control the Component's funds; (ii) oversee the Component's activities; (iii) include the Component's activities in its reports to ADHA, the Internal Revenue Service and other governmental bodies; and (iv) include any income related to Component activities on the Constituent's tax returns.
- (h) The Component may not form, charter or otherwise organize chapters or other formally structured components. However, it may form informal special interest groups or committees.
- (i) The Component may not incur any liability, obligation, or expense. All funds designated for Component activities will be held, disbursed and managed by the Constituent on behalf of the Component in accordance with such policies and procedures as may be established by the Constituent from time to time.
- (j) The Component (including its leaders) shall make no statement or express a position on any issue that may be construed as representing a statement or position of the Constituent or ADHA, except insofar as the Constituent or ADHA, as applicable, has expressly authorized the Component in writing to do so on its behalf.
- (k) Under no circumstances shall the Component use the ADHA's or Constituent's name to secure loans or credit, nor shall the ADHA or Constituent be bound in any way by such agreements.
- (l) The Component shall not act as a political action committee, or undertake activities resembling those customarily conducted by a political action committee.
- (m) The Component may not amend or revise its procedures without the Constituent's prior written approval.

6. Termination of Charter.

- (a) This Charter shall continue until terminated or revoked by either the Constituent upon prior written notice to the Component and in accordance with the Constituent's policies and procedures. The Constituent may revoke the Charter in the event the Component breaches the terms of this Charter or any of the representations and warranties contained herein, or such revocation is otherwise in the best interests of the Constituent or the ADHA, as determined by the Constituent in its sole discretion.
- (b) The Component may surrender its Charter upon ninety (90) days prior written notice to the Constituent. The Constituent may accelerate the effective date of such termination upon written notice to the Component in its sole discretion.
- (c) Upon the effective date of any revocation or termination of this Charter, the Component shall immediately (i) cease to exist; (ii) cease all activities conducted in support of the Constituent and ADHA; (iii) terminate any representation of affiliation with the Constituent and ADHA including, without limitation, in any correspondence, brochures, newsletters, or any other documents or information produced or published by the Component, whether in printed or electronic form, through name, statement, nomenclature, logo, graphic design, or other means; and (iv) deliver all Component records and files to the Constituent.

ACKNOWLEDGEMENT & AFFIRMATION STATEMENT:

I, _____ [INSERT NAME OF LEADER], represent and warrant that (i) each of the Component's leaders have received a copy of this Charter, reviewed it and understand the requirements and obligations set forth herein; and (ii) the Component is in compliance with the terms of this Charter and will continue to abide by the terms of this Charter.

[Insert name of Component]

By: _____

Its: _____

Date: _____

EXHIBIT A

AREA

EXAMPLE-ODHA