

Highlighted items are provisions that may be modified.

Operating Guidelines (Bylaws)

of the

NORTHEAST _____ Region/Affiliate of the Wound, Ostomy and Continence Nurses Society

ARTICLE I – NAME

The name of the regional affiliate is the “Northeast _____ Region/Affiliate of the Wound, Ostomy and Continence Nurses Society” (the “Northeast _____ Region/Affiliate of the WOCN Society”), operating as a local arm or division of the Wound, Ostomy and Continence Nurses Society (WOCN) and not as a separate corporate entity.

ARTICLE II – PURPOSES

1. **Purposes.** The Region/Affiliate is organized for the purpose of promoting the interests, and supporting the programs and activities, of the WOCN Society for the benefit of its members on a local basis within the geographic area covered by the Region/Affiliate as defined by the WOCN Society.
2. **Rules.** The following rules conclusively bind the Region/Affiliate and all persons acting for or on behalf of it:
 - 2.1 No part of the net earnings of the Region/Affiliate may inure to the benefit of, or be distributed to, its directors, officers, members or other private persons.
 - 2.2 Upon the dissolution or termination of the Region/Affiliate as a regional affiliate of the WOCN Society, the Region/Affiliate must transfer all assets of the Region/Affiliate to the WOCN Society.

ARTICLE III – MEMBERS

1. **Membership.** Membership is open to all who qualify for membership in the WOCN Society. All members of the Region/Affiliate must be members of the WOCN Society. Application for membership must be made to the WOCN Society who will determine eligibility for membership based on categories and criteria established in the WOCN Bylaws. Membership in the Region/Affiliate may be granted to any WOCN member in good standing who resides or practices within or outside the geographic area covered by the Region/Affiliate and designates the Region/Affiliate as his or her region for membership.
2. **Rights and Duties.** Members of the Region/Affiliate will have the same rights to attend meetings, make motions, vote and serve on committees as is provided in the WOCN Bylaws for each category of members.

3. **Resignation.** Any member who resigns from the WOCN Society shall be considered to have resigned from the Region/Affiliate.
4. **Ethics and Discipline**
 - 4.1 **Grounds for Discipline.** A member may be disciplined for any of the following reasons:
 - 4.1.1 failure to comply with these Operating Guidelines, the WOCN Bylaws and Code of Ethics, or any other rules or regulations of the WOCN Society or the Region/Affiliate;
 - 4.1.2 limitation, suspension, revocation, or forfeiture by any state, province or country of the member's right to practice nursing;
 - 4.1.3 unauthorized use of the WOCN Society's or the Region/Affiliate's name, logo, or other symbols on stationery, publications, advertisements, printed material or in any other manner; or
 - 4.1.4 immoral, dishonorable, or unprofessional conduct considered prejudicial to the best interests of, or inconsistent with, the purposes of the WOCN Society or the Region/Affiliate.
 - 4.2 **Procedures.** Any disciplinary action taken against a WOCN member shall be taken in accordance with the WOCN Bylaws and is deemed to apply equally to such individual's membership in the Region/Affiliate.
5. **Automatic Termination.** Membership in the Region/Affiliate automatically is terminated whenever membership in the WOCN Society is terminated.
6. **Dues.** Dues will be as established by the WOCN Board of Directors and collected by WOCN headquarters.

ARTICLE IV – MEMBERSHIP MEETINGS

1. **Annual Meeting.** An Annual Meeting and additional regular meetings of the members for receiving reports, and for such other business as may properly come before the meeting, shall be held at such day, time, and place as may be determined by the Region/Affiliate Board of Directors.
2. **Special Meeting.** Special meetings of the members may be called at the request of the Region/Affiliate's President or a majority of the Region/Affiliate's Directors, or at the written request of two-thirds (2/3) of the members of the Region/Affiliate entitled to vote. The time and place for holding special meetings shall be determined by the Region/Affiliate Board.
3. **Notice.** Notice of annual or special meetings of the members shall state the time, date and place of the meeting and shall be delivered to each Regular Member at his or her address as shown in the Region/Affiliate records not more than sixty (60) and not less than five (5) days prior to the date of such meeting.
4. **Quorum.** Ten percent (10%) of the Region/Affiliate members entitled to vote shall constitute a quorum for the transaction of business at any meeting of the members.

5. **Manner of Acting.** The act of a majority of the Region/Affiliate members entitled to vote who are present and voting at a meeting at which a quorum is present, in person or by proxy, shall be the act of the members, except where otherwise provided by law or WOCN Bylaws.
6. **Mail Vote.** Voting by mail transmitted by the postal service or electronically shall be permitted in lieu of a meeting for any item of business. A mail vote may be called (i) by the Region/Affiliate Board of Directors; or (ii) upon written request to the Region/Affiliate Secretary of at least two-thirds (2/3) of the Region/Affiliate members entitled to vote. As long as at least 10% of Region/Affiliate members entitled to vote have returned ballots by the due date, the action shall be effective if at least a majority vote in favor of the action, unless the vote of a greater number is required by law or by the WOCN Articles of Incorporation or Bylaws.
7. **Reports to the WOCN Society.** Actions voted on by the Region/Affiliate membership shall be reported to the WOCN Society within thirty (30) days of the action taken.

ARTICLE V – CHAPTER BOARD OF DIRECTORS

1. **Authority and Responsibility.** The affairs of the Region/Affiliate shall be managed by the Region/Affiliate Board of Directors, which shall have supervision, control, and direction of the affairs of the Region/Affiliate; shall determine the policies or changes therein within the limits of these Operating Guidelines and the Bylaws, policies and rules of the WOCN Society; and shall actively promote the purposes of the WOCN Society on a local and/or regional level.
2. **Composition, Election and Term.**
 - 2.1 The Region/Affiliate Board of Directors shall at a minimum be composed of the President, the President-Elect, the Secretary, and the Treasurer of the Region/Affiliate (the “Officers”), and, at the option of the Officers, up to ~~three~~ additional persons elected by the Region/Affiliate’s membership or appointed by the Board (each Officer and other member of the Board referred to in these Operating Guidelines as a “Director”).
 - 2.2 No person may serve as a Director unless he or she has been a member of the Region/Affiliate and the WOCN Society for at least one year. In addition, a candidate for President or President-Elect should have served at least one year on the Region/Affiliate Board.
 - 2.3 Region/Affiliate members who are employed by a commercial industry that provides products or services as defined in the WOCN policy are eligible to serve on the Region/Affiliate Board of Directors (“Industry Director”), provided that no more than two (2) Industry Directors, each of whom must be from different companies, may serve on the Region/Affiliate Board at any time.
 - 2.4 Directors serve for a term of two (2) years from their election or appointment and may serve consecutive terms. In no event may any Director of the Region/Affiliate serve for more than ten (10) consecutive years.
 - 2.5 No member who is holding office as an Officer or Area Director on the WOCN Board of Directors may concurrently serve on the Region/Affiliate Board of Directors.

- 2.6 The President-Elect automatically succeeds to the office of President at the end of his or her term as President-Elect.
- 2.7 The term of office for each Director shall begin on the first day of the calendar year following his or her election.
3. **Regular Meetings.** The Region/Affiliate Board of Directors may provide by resolution the time, date, and place for the holding of regular meetings of the Region/Affiliate Board without other notice than such resolution.
 4. **Special Meetings.** Special meetings of the Region/Affiliate Board may be called by or at the request of the Region/Affiliate President or upon the written request of a majority of the Directors.
 5. **Notice.** Notice of any special meeting of the Region/Affiliate Board must state the time, date, and place of the meeting and must be delivered at least five (5) days prior to the date of such meeting; provided that notice of any special meeting to be held by telephone conference call or other electronic equipment may be given at least twenty-four (24) hours prior to the call.
 6. **Quorum.** A majority of Directors constitutes a quorum for the transaction of business at any meeting of the Region/Affiliate Board, provided that if less than a quorum is present at the meeting, a majority of the Directors present may adjourn the meeting without further notice.
 7. **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present is the act of the Region/Affiliate Board of Directors, except where otherwise provided by law or the WOCN Articles of Incorporation or Bylaws.
 8. **Resignation and Removal.** Any Director may resign at any time by giving written notice to the President. In addition, any Director may be removed by a two-thirds vote of Region/Affiliate members entitled to vote and present and voting, in person or by proxy, whenever in their judgment the best interests of the WOCN Society or the Region/Affiliate would be served by such removal. Any Director who misses three (3) consecutive Region/Affiliate Board meetings is automatically removed from the Region/Affiliate Board; provided that in special circumstances, such removal may be waived by a majority vote of the Region/Affiliate Board of Directors.
 9. **Vacancies.** If a vacancy on the Region/Affiliate Board of Directors occurs among one of its Directors (including officers), the Region/Affiliate President, with the approval of the Region/Affiliate Board, may appoint a qualified successor from among the Region/Affiliate members to serve for the unexpired term, provided that the Region/Affiliate President may not make any appointment which would result in the Region/Affiliate Board having more than one Director employed by the same person or firm.
 10. **Meeting by Conference Call.** Any action to be taken at a meeting of the Region/Affiliate Board of Directors may be taken through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such a meeting constitutes presence in person at the meeting of the persons so participating.
 11. **Action by Written Consent.** Any action requiring a vote of the Region/Affiliate Board of Directors may be taken without a meeting if a consent in writing (printed or electronic)

setting forth the action taken is signed by all of the Directors entitled to vote with respect to the subject matter thereof.

ARTICLE VI – OFFICERS

1. **Officers.** The Region/Affiliate officers shall be a President, President-Elect, Secretary, and Treasurer. No two offices may be held simultaneously by the same person. Industry Directors may serve as Region/Affiliate officers.
2. **President.** The President shall be the chief executive officer, and shall in general supervise and control the affairs, of the Region/Affiliate. The President may sign, with the Secretary or any other proper officer of the Region/Affiliate authorized by the Region/Affiliate Board of Directors, any deeds, mortgages, contracts, or other instruments which the Region/Affiliate is authorized to enter into pursuant to the WOCN policy and which the Region/Affiliate Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Region/Affiliate Board of Directors, by law, or by the WOCN Society to some other officer or agent of the WOCN Society or the Region/Affiliate. The President shall preside at all meetings of the Region/Affiliate and the Region/Affiliate Board of Directors; except as otherwise provided in these Operating Guidelines, shall, with the approval of the Region/Affiliate Board, appoint the chair of all committees and, in consultation with the chair, make all committee appointments; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Region/Affiliate Board of Directors.
3. **President-Elect.** The President-Elect shall, in the absence of the President, preside at all meetings of the Region/Affiliate and the Region/Affiliate Board of Directors; shall automatically succeed to the office of President at the end of the presiding President's term; and shall perform all duties incident to the office of President-Elect and such other duties as may be prescribed by the President or by the Region/Affiliate Board of Directors.
4. **Secretary.** The Secretary shall keep or cause to be kept the minutes of the meetings of the Region/Affiliate Board of Directors in one or more books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of these Operating Guidelines or as required by law; shall be custodian of the Region/Affiliate records; shall keep or cause to be kept an accurate roster of the membership; and shall in general perform all duties incident to the office of Secretary and such other duties assigned by the President or by the Region/Affiliate Board of Directors.
5. **Treasurer.** The Treasurer shall be responsible for all funds and assets of the Region/Affiliate; shall receive and give receipts for monies due and payable to the Region/Affiliate from any sources whatsoever, and shall deposit all such monies in the name of the Region/Affiliate in such banks, trust companies, or other depositories as shall be selected in accordance with these Operating Guidelines and WOCN policy; shall submit financial reports to the WOCN Society, to the Region/Affiliate Board of Directors at its regular meetings and to the Region/Affiliate membership at its Annual Meeting; and shall in general perform all the duties incident to the office of Treasurer and such other duties assigned by the President or by the Region/Affiliate Board of Directors.

ARTICLE VII – COMMITTEES

1. **Board Committees.** The Region/Affiliate Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees to carry out the purposes of the Region/Affiliate. The resolution establishing such a committee shall set forth the committee's purpose. Unless otherwise provided in the resolution establishing the committee, the Region/Affiliate President, with the approval of the Region/Affiliate Board, will appoint the chair of each committee and the chair of each committee will appoint the members of the committee. All committee members serve at the pleasure of the Region/Affiliate Board.
2. **Removal.** Any member of any committee may be removed by the Region/Affiliate Board or the person or persons authorized to appoint such member whenever in their judgment the best interests of the Region/Affiliate would be served by such removal.
3. **Qualifications and Term of Office.** Each member of a committee must be a member in good standing of the Region/Affiliate and will serve until the end of the calendar year during which an appointment was made and until his or her successor is appointed, unless the committee is sooner terminated or the member ceases to qualify as a committee member.
4. **Quorum.** A majority of the whole committee constitutes a quorum, and the acts of a majority of the members present at a meeting at which a quorum is present are the acts of the committee.
5. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
6. **Rules.** Each committee may adopt rules for its own government so long as the rules are consistent with the WOCN Bylaws, policies and rules.

ARTICLE VIII – RELATIONSHIP WITH THE WOCN SOCIETY

1. **Charter Agreement.** The Region/Affiliate has entered into a Charter Agreement with the WOCN Society, which Agreement sets forth, among other things, the Region/Affiliate's relationship with the WOCN Society as an arm or division of the WOCN Society, the rights and responsibilities of each, and the grounds upon which the Region/Affiliate's affiliation with the WOCN Society may be terminated.
2. **Policies, Rules and Regulations.** The Region/Affiliate and its officers, directors, and members must abide by any and all policies, rules, and regulations that the WOCN Society may periodically prescribe to maintain the fiscal, operational, and legal integrity of the WOCN Society and its Regions and Affiliates.
3. **Revocation.** The WOCN Society may revoke the charter of the Region/Affiliate at any time in accordance with the provisions of the WOCN Bylaws and the terms of the Charter Agreement. In the event of such revocation, all funds and other assets of the Region/Affiliate (including records) must be returned to the WOCN Society or its designee in accordance with the terms of the Charter Agreement.

ARTICLE IX – CONTRACTS, CHECKS, DEPOSITS AND BONDING

1. **Contracts.** The Region/Affiliate Board of Directors may authorize any officer or officers, agent or agents of the Region/Affiliate, in addition to the officers so authorized by these Operating Guidelines, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Region/Affiliate and such authority may be general or confined to specific instances, all as limited by WOCN policies with regard to Region/Affiliate contracts.
2. **Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Region/Affiliate must be signed by such officer or officers, agent or agents of the Region/Affiliate and in such manner as determined by resolution of the Region/Affiliate Board of Directors and in accordance with WOCN policies. In the absence of such determination by the Region/Affiliate Board of Directors, such instruments must be signed by the Treasurer and countersigned by the President of the Region/Affiliate.
3. **Deposits.** All funds of the Region/Affiliate must be deposited to the credit of the Region/Affiliate in such banks, trust companies, or other depositories as the Region/Affiliate Board of Directors selects in accordance with WOCN policies.
4. **Bonding.** The Region/Affiliate Board of Directors may provide for the bonding of such officers and employees of the Region/Affiliate as it may periodically determine.

ARTICLE X – BOOKS AND RECORDS

The Region/Affiliate must keep correct and complete books and records of account and minutes of the proceedings of its members, the Region/Affiliate Board of Directors and any committees.

ARTICLE XI – FISCAL YEAR

The fiscal year of the Region/Affiliate is identical to the fiscal year of the WOCN Society.

ARTICLE XII – WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of the State of Illinois or under the provisions of the Articles of Incorporation or Bylaws of the WOCN Society, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, is deemed equivalent to the giving of such notice.

ARTICLE XIII – COMPENSATION

Neither Directors nor officers of the Region/Affiliate may receive salaries or other compensation for their services as Directors, but the Region/Affiliate Board of Directors may, by resolution, authorize the reimbursement of expenses for attending regular and special meetings of the Region/Affiliate Board and/or WOCN national meetings.

ARTICLE XIV – AMENDMENTS TO OPERATING GUIDELINES

These Operating Guidelines may not be amended without the prior written approval of the WOCN Board of Directors.

ARTICLE XV – USE OF ELECTRONIC COMMUNICATION

Unless otherwise prohibited by law, (i) any action to be taken or notice delivered may be taken or transmitted by electronic mail or other electronic means; and (ii) any action or approval required to be written or in writing may be transmitted or received by electronic mail or other electronic means.

Adopted by the WOCN Board of Directors: October 21, 2014

Adopted by the Northeast Region WOCN Board Dec 10, 2014

Vashti Livingston
President Northeast Region WOCN

**WOUND, OSTOMY & CONTINENCE NURSES SOCIETY
REGION/AFFILIATE CHARTER AGREEMENT**

Purpose

The Wound, Ostomy & Continence Nurses Society, an Illinois not-for-profit corporation ("Society"), and the NORTHEAST Region/Affiliate of WOCN, a local and/or regional arm or division of the WOCN Society chartered by the WOCN Society, have determined that it is in the best interests of the Society and its regions/affiliates to formally outline the terms of their collaborative relationship.

The purpose of this Agreement (the "Agreement") is to provide and formalize the terms by which the Region/Affiliate will be considered a region or affiliate ("Affiliation") of the Society.

Agreement

In support of the purposes set forth above, the Society and the Region/Affiliate agree that the Affiliation will be governed by the following terms and conditions:

1. Region Served and Membership.

- (a) Except as provided below, the Region/Affiliate's members are limited to Society members that either reside or practice in the geographic area approved and defined by the Society (the "Region/Affiliate").
- (b) Any individual who (i) resides or has a business office within the geographic area covered by the Region/Affiliate; (ii) applies for and meets the criteria for membership in a particular category of membership as determined by the Society; and (iii) agrees to abide by the Region/Affiliate bylaws and such other rules and regulations as the Region/Affiliate may adopt will become a member of both the Region/Affiliate and the Society in the same category. In addition, membership in the Region/Affiliate may be granted to any Society member in good standing who (i) resides or practices outside the geographic area covered by the Region/Affiliate and (ii) applies for Region/Affiliate membership.

2. Relationship of the Parties.

- (a) The Region/Affiliate will organize itself and conduct its activities in such a manner as to establish its fundamental alignment and functional compatibility with Society.
- (b) The Region/Affiliate's general purposes and objectives are to support the activities and programs of the Society for the benefit of its members on a local basis. The Region/Affiliate must abide by, and conduct its affairs in accordance with, the purposes and principles set forth in Society's Bylaws, policies, procedures and rules, as Society, in its sole discretion, may amend or establish periodically.

- (c) Within twelve (12) months following the date of signing this Agreement, the Region/Affiliate will adopt the Operating Guidelines for Regions (attached to this Agreement as Exhibit A) and otherwise revise its bylaws as necessary to adopt the provisions of this Agreement. Thereafter, the Region/Affiliate will adopt, amend, or repeal the provisions of its Operating Guidelines that the Society advises are necessary to maintain the Region/Affiliate's alignment with the Society Bylaws and any other reasonable rules and regulations adopted by Society as provided in Section 2(b) of this Agreement.
- (d) As an arm or division of the Society operating on the local and/or regional level, Region/Affiliate maintains no corporate existence of its own, and its operations are incorporated within those of the Society.

3. Society Responsibilities.

- (a) Society will maintain the Region/Affiliate's membership database and provide the Region/Affiliate with the following on a monthly basis: (i) dues reimbursement; (ii) the names of those new and renewed members whose dues are included in the reimbursement amount; (iii) any other funds collected on behalf of the Region/Affiliate; and (iv) an updated Region/Affiliate roster.
- (b) Society will provide Region/Affiliate leaders with education and programming on matters of interest and importance to the Regions/Affiliates.
- (c) Society will fulfill all requirements imposed by governmental authorities, including reporting and tax requirements.

4. Region/Affiliate Responsibilities.

- (a) The Region/Affiliate will endeavor to conduct an annual program of activities, including education, marketing, and promotion in its geographic region, that meets minimum requirements set for the Region/Affiliate by Society from time to time.
- (b) The Region/Affiliate must establish a bank account(s) using the federal tax identification number of Society into which all Region/Affiliate funds will be deposited for the purposes of Society and the Region/Affiliate ("Region/Affiliate accounts"). No funds belonging to or collected by the Region/Affiliate may be deposited or held in any accounts belonging to any individual including but not limited to members or directors of the Region/Affiliate. The Region/Affiliate Treasurer and all signatories on account(s) must be bonded.
- (c) The Region/Affiliate will provide the following information to Society quarterly on such dates as Society may establish in its sole discretion:
 - (i) Bank account statements; and
 - (ii) Financial statements, including balance sheet and statement of income and expenses.

- (d) The Region/Affiliate will provide the following information to Society annually on such dates as Society may establish in its sole discretion:
 - (i) Calendar of meetings and all meeting notices.
 - (ii) Election results.
 - (iii) Budget.
 - (iv) Agendas and minutes for all Region/Affiliate board and membership meetings.
 - (v) Up-to-date copy of Region/Affiliate bylaws.
 - (vi) List of Officers and Directors, with up-to-date contact information.
 - (vii) Copies of all bonding and other insurance policies.
 - (viii) Report of activities for preceding annual period, demonstrating conformance with minimum requirements set by Society.
 - (ix) Copy of the annual financial audit conducted by the Region/Affiliate.
 - (x) Any other information requested by Society's Board of Directors to assure the successful operation and function of the Region/Affiliate within the Society.

5. Region/Affiliate Limitations.

- (a) The conduct of any and all activities of the Region/Affiliate pursuant to this Agreement or otherwise on behalf of Society is geographically limited to the Region/Affiliate, unless otherwise expressly authorized in writing by Society.
- (b) The Region/Affiliate may not make any statement nor express a position on any issue that may be construed as representing a statement or position of Society, unless Society has expressly authorized the Region/Affiliate to do so on its behalf.
- (c) In the event that the Region/Affiliate intends to propose legislation on any matter within its Region/Affiliate, such proposed legislation must be reviewed and approved by Society before it is disclosed to any party or otherwise made public.
- (d) The Region/Affiliate may not bind Society to any contract, written or oral, expressed or implied unless the Region/Affiliate has been specifically authorized by Society to do so.
- (e) The Region/Affiliate may not act as a political action committee, or undertake activities resembling those customarily conducted by a political action committee.
- (f) The Region/Affiliate may not amend or revise its Operating Guidelines without Society's prior written approval.

- (g) The Region/Affiliate will at all times conduct its activities in a manner consistent with an organization exempt from Federal taxation under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended ("Code"), and the Region/Affiliate will not take any action that would affect the Society's eligibility for exemption under Section 501(c)(6) of the Code.
- (h) The Region/Affiliate must abide by all applicable requirements of Society's Bylaws, Policies, and Procedures, as enacted or amended from time to time by Society.
- (i) The Region/Affiliate must comply with all federal, state and local laws, requirements and regulations that may apply to the Region/Affiliate as an arm or division of Society.

6. Trademarks and Branding

- (a) The Region/Affiliate may use Society's name, including the designation "WOCN," as a component of its own name to indicate its affiliation with Society according to all guidelines in effect for the use of Society's name and logo. If in the sole judgment of Society the Region/Affiliate name does not adequately convey the existence of the Affiliation, then Society may require that in all public use the Region/Affiliate name be followed by the designation "A Region/Affiliate of WOCN."
- (b) The Region/Affiliate may use Society's logo for indicating its identity, and may not for this purpose use any other logo, including any modified version of Society's logo, without the express prior written permission of the Society.
- (c) The Region/Affiliate must take all reasonable steps necessary to protect Society's name and logo from unauthorized or inappropriate use, and may not assign, sub-license, or in any other manner transfer the right to use Society's name or logo to anyone else.
- (d) Correspondence, brochures, newsletters, web pages, or any other documents and information produced or published by the Region/Affiliate in any form must, through the use of name, logo, or both, identify the Region/Affiliate in a manner that clearly indicates its affiliation with Society.
- (e) Society may reference the Region/Affiliate Affiliation in marketing, membership, and other materials, and may use the Region/Affiliate's name and logo for any other purposes consistent with the Society's purposes.

7. Termination of Charter. Society may revoke the Affiliation and terminate this Agreement in the event the Region/Affiliate breaches any of the terms of this Agreement or acts contrary to the best interests of Society, in the Society's sole discretion. Upon receipt of notice of revocation or termination, the Region/Affiliate must:

- (a) Immediately cease all activities conducted in support of Society pursuant to this Agreement;

- (b) Immediately cease using Society's name and logo (and any modified versions thereof), and immediately cease and terminate any representation of affiliation with Society in any correspondence, brochures, newsletters, web pages, or any other documents and information produced or published by the Region/Affiliate in any format through name, statement, nomenclature, logo, graphic design, or other means; and
- (c) Immediately surrender to the Society all assets being held by the Region/Affiliate, including but not limited to funds, accounts, records, and files.

8. Interpretation. In all matters related to the interpretation and implementation of this Agreement, the Society has sole and final determination.

IN WITNESS WHEREOF, Society and Region/Affiliate have executed this Agreement by their duly authorized representatives on the date written below.

WOUND, OSTOMY & CONTINENCE NURSES SOCIETY

By: _____
Its: _____
Date: _____

NORTH EAST _____ REGION /AFFILIATE OF THE
WOUND, OSTOMY & CONTINENCE NURSES SOCIETY

By: Vashti Livingston *Vashti Livingston*
Its: President NER WOCN
Date: Dec 22 2014