

NWSA CODE OF ETHICS AGREEMENT:

This agreement is made this day of _____, 20__, between the following parties:

NWSA: National Wildfire Suppression Association

P.O. Box 169, Mill City, OR 97360 ----- EIN#88-0267457

Member: _____

RECITALS

- A. NWSA is an organization which is a nationally-recognized cooperator with the agencies and private companies with which it deals.
- B. NWSA is a professional organization that is recognized for its ability to provide high quality personnel and equipment which meets or exceeds the national level of standards.
- C. NWSA is committed to providing a drug and alcohol free work environment.
- D. When NWSA is mentioned, people know and understand that the term "NWSA" stands for quality, professionalism, and a well-organized organization.
- E. To maintain this reputation, the NWSA must have high standards for the MEMBER TO FOLLOW AND ADHERE TO.
- F. NWSA, as an organization, will forward information regarding all signed agreements to the appropriate agencies.

National Wildfire Suppression Association Membership Agreement:

NOW, THEREFORE, in consideration of the mutual promises, representations, and warranties of the parties, NWSA and Member enter into the following:

MEMBERSHIP AGREEMENT

- 1. Incorporation of Recitals: The above recitals are incorporated herein by reference as promises, representations, and warranties of the parties as though fully stated in this paragraph.
- 2. Definitions: As used in this Agreement, the following terms shall have the following definitions:
 - 2.1. Agency: Agency means all federal and state agencies.
 - 2.2. Board: Board means the Board of Directors or NWSA
 - 2.3. Fire Chasing: Fire chasing means self-dispatch without being dispatched by an agency and without receiving an Order Number.

- 2.4. Insurance. Insurance as required by Agency Contracts.
- 2.5. Regular Member. MEMBER means the MEMBER above described and who signed this Agreement.
- 2.6. Probationary Member. All new members after 12/15/2004 will be considered Probationary Members for a period of 1 year. If during that period there are any violations of the Code of Ethics the Appeal process does not apply. If membership in the National is terminated then all other Chapter memberships are null and void. Dues are not refundable, and reapplication for membership must be approved by the board.
- 2.7. President. President means the President of NWSA.
3. Training: All personnel provided by MEMBERS of the NWSA shall meet or exceed the minimum training requirements of the National Wildfire Coordinating Group (NWCG) Publication 310-1.
4. 4. Fire Chasing: No MEMBER of NWSA shall participate in fire chasing to gain an advantage for work. MEMBERS of NWSA shall follow the established procedures for receiving incident assignments as established by the agencies with which NWSA deals.
5. 5. Membership Dues: Membership dues shall be payable January 1st but no later than March 4 otherwise the membership of that Individual, Voting Member, Vendor, or Trainer shall be terminated by NWSA for failure to pay and the member shall have to reapply to the board for reinstatement.
6. Wages Paid: All MEMBERS of NWSA shall pay the appropriate wages and benefits designated by the AGENCY CONTRACT and/or the FEDERAL and/or STATE DEPARTMENTS OF LABOR, as may be applicable. All MEMBERS of NWSA shall pay their employees in a timely manner.
7. Insurance: All MEMBERS of NWSA shall provide all appropriate insurance as designated by the AGENCY CONTRACT and/or National and State regulations, and may be applicable for the area in which they are working.
8. Non-Compliance: The Board may terminate a MEMBER'S membership in NWSA in the event a MEMBER: (i) violates any provision of this agreement; (ii) violates any provision of the Bylaws of NWSA; (iii) violates any rule, regulation, or practice duly adopted by NWSA; or (iv) engages in conduct injurious or prejudicial to the interests of NWSA. Any such termination shall be made pursuant to a complaint filed by the Board or other MEMBER and processed in accordance with the provisions of this agreement. Following the termination of a MEMBER, the Board may give notice thereof to all other MEMBERS and to agencies and publications to verify such termination.
9. Contract/Agreement Compliance: All MEMBERS shall follow the terms, conditions, and intent of the contracts/agreements they sign.
10. Complaints: No MEMBER shall be terminated unless a complaint has been filed against such MEMBER in writing or such MEMBER has failed to pay dues or another debt due NWSA.

Such complaint shall be documented. Examples of documentation may include, but are not limited to: Letters from agencies with the responsibility for legal compliance and other information to prove the accuracy of the complaint.

11. Hearings Panel: Complaints shall be delivered to or mailed to the Board. A copy of the complaint shall be mailed to the member against whom the complaint has been filed within 10 days of the date it is received by the Board. The Board may request from the MEMBER against whom the complaint has been filed a statement outlining the MEMBER's position relating to the complaint. If such information is requested from the MEMBER, the MEMBER shall have 10 days from the date of such complaint in which to provide the Board with the MEMBER statement. The President shall appoint a Hearing Panel consisting of the President and at least 2 members within twenty (20) days after receipt by the Board of complaint. The Hearings Panel shall provide written decision to the MEMBER against whom the complaint has been filed within twenty-five (25) days after the receipt of the complaint by the Board. If either the MEMBER or the Hearings Panel requests an extension, a 10 day extension may be granted at the sole discretion of the President.

12. Hearing Officer: From time to time, the board may appoint a Hearings Officer who will exercise the duties of the President and two (2) members of the Board described above.

13. Appeals Rights: Should the MEMBER against whom the complaint has been filed disagree with the decision of the Hearings Panel or the Hearing Officer, as the case may be, such MEMBER may appeal the decision within thirty (30) calendar days after the receipt of the decision. The appeal shall be filed in writing with the President. The appeal shall be reviewed by the "Appeals Panel" and the attorney for the NWSA. The decision of the Appeals Panel shall be final and shall be enforceable in any court of competent jurisdiction.

14. Appeal Panel: The Board shall appoint an Appeals Panel for each appeal. The Appeals Panel shall consist of the President of NWSA and two (2) members of the Board. The two (2) members of the Board who serve on the Appeals Panel for any appeal shall not be Board Members who were responsible for the review of the initial complaint. In the process of any appeal, either the MEMBER or the Appeals Panel may present or request that a hearing be held before the Appeals Panel. In any such hearing, the Appeals Panel shall make a final decision within 30 days of the date of the appeal, provided, however, that an extension of this date may be allowed in the sole discretion of the President. Any appeal shall be conducted in conformity with the rules of the American Arbitration Association as though the Appeals panel were the arbitrator.

15. Appeals Officer: >From time to time, the Board may designate an Appeals Officer other than the Hearings Office above described who will exercise the duties of the Appeals Panel described above.

16. Arbitration: Except as otherwise provided herein, any dispute between and MEMBER and the NWSA involving breach of contract, violation of statute, tort, or other claim between a MEMBER and the NWSA shall be submitted to arbitration according to the rules of the American Arbitration Association. The decision of the arbitrator therein shall be final and shall be enforceable in a court of competent jurisdiction. Except as provided herein, any MEMBER making a claim against the NWSA shall pay all costs of the arbitrator and shall pay an estimate of those costs to the arbitrator in advance.

17. Probationary Membership: For the period of one year following initial membership date

by a new member, that member is consider probationary and will not be entitled to the Appeal Rights as outlined in Section 12 of the Code of Ethics until their one year anniversary date has been fulfilled with no violations.

18. Privileged Communications: Any and all communications of any officer, director, employee, or agent of NWSA with any agency, MEMBER, individual, entity, or director, officer, employee, or agent of the NWSA about or relating in any way to any MEMBER, are absolutely privileged and shall not be a basis for action for slander, defamation of character, intentional interference with contractual relations, or any related claim.

19. Confidentiality: MEMBER acknowledges that in the course of membership in NWSA and communications with officers, directors, employees, or agents of NWSA, MEMBER will have access to knowledge of trade secrets, proprietary information of NWSA, and other confidential information, the ownership and confidential status of which are highly important to NWSA and its membership. MEMBER promises, warrants, and represents that MEMBER will not disclose any trade secrets or confidential information, directly or indirectly, under any circumstances or by any means, to any third person without the safeguarding any trade secrets or confidential information of NWSA against loss, theft, or other inadvertent disclosure:, and MEMBER agrees to take all necessary steps to ensure the maintenance of confidentiality. In addition, MEMBER agrees to make no derogatory, slanderous, or defaming remark relating to NWSA, it's officers, directors, employees or agents and further agrees that MEMBER will not interfere with the contractual relations of NWSA.

20. Attorney Fees: Neither party to this Agreement shall have a right to attorney fees in the case of a breach of this Agreement or a complaint relating to this Agreement.

The Parties hereto have executed this Agreement on the Dates hereinafter decried effective the date of the last of the two (2) parties signed it.

MEMBER:

Name: _____

By: _____

Date: _____

Note: Please print this form and return along with your application and payment for Membership to:

NWSA
P.O. Box 169
Mill City, OR 97360