



Dear Colleague:

Greetings from the Catholic Bar Association (CBA)! We are eager to work with you to continue building a network of faithful Catholic lawyers and canonists across the country. At this time, we have 10 Local Affiliates in 9 states and nearly 300 active Individual Members in 36 states. Our goal in the next five years is to double the number of our Local Affiliates to 20 and Individual Members to 600. We hope that you and your members will be an indispensable part of that effort.

Founded in 2015 as the first national general association of Catholic attorneys in the United States, the CBA is called to educate, organize, and inspire Catholic attorneys to faithfully uphold and bear witness to the Catholic Faith in their practice of the law. The CBA's vision is to equip lawyers to incorporate fundamental Catholic principles pertaining to the common good, the natural law, the protection of innocents, and care for the sick and the poor into their legal practices and to support them in their personal observance of the Faith. Now more than ever, American society needs this vision.

The Catholic Bar Association fulfills this vision by promoting: (i) Education of its Members and society at large about Catholic legal principles; (ii) Solidarity among individual Catholic attorneys and Catholic Lawyer's Guilds and Societies in their witness to the Faith; (iii) Advocacy regarding issues of particular significance to the Catholic attorney through policy statements, *amicus curiae* briefs, public comments, and other means; and (iv) Fellowship with Catholic attorneys from across the country through the CBA's Annual Conference, the CBA Membership Directory, and CBA Committee work,

The CBA's Local Affiliates play an essential role in fulfilling that vision by sponsoring educational events in their own dioceses, by forming a corps of faithful Catholic attorneys within their local bar, by articulating Catholic legal principles in their communities, and by fostering regular fellowship among their members. Starting in 2023, they will also play an important part in the CBA's governance through the Local Affiliates Committee and their participation in the nomination and election of 3 Local Affiliate Directors to the Catholic Bar Association's Board.

The attached package of materials contains the following items necessary to your affiliation with the CBA:

1. Affiliation Checklist;
2. Local Affiliate Application;
3. Local Affiliate Charter Agreement;
4. Pattern Request for Episcopal Approval; and
5. Individual Member Application.

Please call me if you have any questions; I can be reached at (210) 829-1551. I look forward to working with you.

Faithfully yours in Christ,

Peter H. Wickersham
Immediate Past President
And Membership Chair

CHECKLIST: ESTABLISHMENT OF A LOCAL AFFILIATE OF THE CBA

Catholic Bar Association (CBA) Local Affiliates consist of two types: pre-existing, independent organizations; and new organizations. For each of these types, the requirements for affiliation with the CBA vary slightly.

Until further notice of proposed Internal Revenue Service rulemaking with respect to subordinate group exemption, all applicants for CBA Affiliation are assumed to be independent, pre-existing organizations. The affiliation requirements for these organizations are as follows:

1. The mission of the Local Affiliate must be compatible with the mission of the CBA, as demonstrated by its organizing documents;
2. At least one individual member of the Local Affiliate must be or become a Catholic Attorney Member of the CBA. This individual can join the CBA online, or join as part of the Local Affiliate application process with the Individual Membership application form included in this packet;
3. The Local Affiliate must submit to the CBA written authorization from its Bishop to conduct its activities in the pertinent Diocese, and, unless the CBA, the Bishop, and any pre-existing Local Affiliate in the Diocese determine otherwise, it must be the only CBA Local Affiliate operating therein;
4. The Local Affiliate must submit the Local Affiliate Charter Agreement for Independent Affiliates (included in this packet); and
5. The Local Affiliate must submit the Local Affiliate Application with its first annual dues, if applicable (for 2022-2023, the CBA has waived Local Affiliate dues);

At such time as Internal Revenue Service rulemaking with respect to subordinate group exemption becomes final, new organizations can secure their federal tax exemption by requesting to be included as part of CBA's "group" exemption with the IRS. The affiliation requirements for these organizations will be as follows:

1. The new Local Affiliate must adopt a mission compatible with the mission of the CBA;
2. At least one individual who is or becomes a Catholic Attorney Member of the CBA shall organize the new Local Affiliate. This individual can join the CBA online, or join as part of the Local Affiliate application process with the Individual Membership application form included in this packet;
3. The Local Affiliate must submit to the CBA written authorization from its Bishop to conduct its activities in the pertinent Diocese, and, unless the CBA, the Bishop, and any pre-existing Local Affiliate in the Diocese determine otherwise, it must be the only CBA Local Affiliate operating therein;
4. The Local Affiliate must establish a governing board, create and provide organizational documents, obtain an Employer Identification Number, draft a summary of anticipated activities, and provide an initial balance sheet and a three-year financial projection. The CBA can provide templates and assistance to the Local Affiliate in connection with its fulfillment of this requirement;
5. The Local Affiliate must submit the Local Affiliate Charter Agreement for Subordinate Affiliates (included in this packet); and
6. The Local Affiliate must submit the Local Affiliate Application with its first annual dues, if applicable (for 2022-2023, the CBA has waived Local Affiliate dues).

Submit the Application and all Supporting information to:

Sr. Catherine Murphy, FSO
Administrative Assistant
Catholic Bar Association
P.O. Box 244
Center Valley, PA 18034
(214) 449-1535
admin@catholicbar.org



LOCAL AFFILIATE APPLICATION

Affiliate Contact Information:

Affiliate Name: _____

Website: _____

Address: _____

City State Zip

of Members: _____

Contact Name: _____

Contact Title: _____

Email: _____ Phone: _____

Diocesan Affiliation:

Name of Diocese: _____

Name of Bishop: _____

Name of Chaplain: _____

City State

Has the Bishop of your Diocese written a letter of support? (Bishop's letter is required and must be submitted with your application.)

- Yes No

To your knowledge is there any other association of Catholic legal professionals in your Diocese?

- Yes No

Does your Diocese sponsor an annual Red Mass? When is the next Red Mass?

- Yes What Date? No

Names of CBA Members:
(Each Local Affiliate must maintain at least one (1) Catholic Attorney Member of the Association.)

Name: _____
 A. This member is a current dues paying Catholic Attorney Member of CBA.
 B. This is a new CBA Member whose application is being submitted with this Affiliate Application.

Name: _____
 A. This member is a current dues paying Catholic Attorney/Individual Member of CBA.
 B. This is a new CBA Member whose application is being submitted with this Affiliate Application.

Name: _____
 A. This member is a current dues paying Catholic Attorney/Individual Member of CBA.
 B. This is a new CBA Member whose application is being submitted with this Affiliate Application.

Name: _____
 A. This member is a current dues paying Catholic Attorney/Individual Member of CBA.
 B. This is a new CBA Member whose application is being submitted with this Affiliate Application.

Name: _____
 A. This member is a current dues paying Catholic Attorney/Individual Member of CBA.
 B. This is a new CBA Member whose application is being submitted with this Affiliate Application.

Please list any additional Catholic Attorney/Individual Members on a separate page [NOTA BENE: If your guild/society includes Individual Members of the CBA who are not Catholic Attorney Members (i.e., General Members), they should be listed.] If you have members who have not previously joined the CBA, they are welcome, and encouraged, to do so at this time.

Dues Calculation:

A. Local Affiliate Dues \$ 00.00
(Per CBA Board of Directors Decision, Local Affiliate Dues will not be assessed for 2022-2023)

B. Dues paid by the Current Dues Paying Individuals Listed Above: \$ _____

Total Dues Paid by Affiliate and its members to the CBA (Line A *plus* Line B): \$ _____

For Organizations Desiring Independent Affiliate Status:

Are you incorporated? If so, date and State of incorporation? If not, How and when were you organized? *(Articles of Incorporation, Bylaws, and/or other similar organizational documents, must be submitted with this Application.)*

Have you been recognized as a tax-exempt Organization by the IRS?

- Yes. What section (i.e., 501(c)(3)? 501(c)(6))? _____
- No. Please include an explanation of your tax status.

Please submit with this Application the following:

- Names and contact information for your governing board and officers
- Copies of your organizational documents
- A letter of support from your local Bishop.
- A completed Independent Local Affiliate Charter Agreement.

For New Organizations Desiring to Join the CBA Group Exemption:

NOTA BENE: Until further notice of proposed Internal Revenue Service rulemaking with respect to subordinate group exemption, all applicants for CBA Affiliation are assumed to be for independent, pre-existing organizations. However, if the IRS were to reinstate subordinate group status, would you desire to qualify as a 501(c)(3) tax-exempt organization by participating in the CBA’s Group Exemption as a subordinate chapter?

- Yes
- No

If so, please submit with this Application the following, bearing in mind that the timing of IRS rulemaking may preclude subordinate status in your particular case:

- Summary of your activities.
- Your Employer Identification Number.
- An initial balance sheet as of the date of this application and a 3-year financial projection.

Signature of Principal Officer:

PRINT NAME: _____

TITLE : _____

**CHARTER AGREEMENT
FOR INDEPENDENTLY ESTABLISHED LOCAL AFFILIATES**

This Local Affiliate Charter Agreement ("Agreement") is made effective the ____ day of _____, 20____, by and between the Catholic Bar Association (the "CBA"), a Texas nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____, an association of Catholic legal professionals located in the Diocese of _____ (the "Diocese") and the state/commonwealth of _____ (the "Local Affiliate").

RECITALS

WHEREAS, the Catholic Bar Association is a community of legal professionals that educates, organizes, and inspires its members to faithfully uphold and bear witness to the Catholic Faith in the study and practice of the law;

WHEREAS, the Local Affiliate is represented by a minimum of one (1) Catholic Attorney Member of the CBA;

WHEREAS, The Local Affiliate has tendered to the CBA its Articles of Incorporation, Bylaws, and/or other comparable organizing documents, and the CBA has reviewed them and confirmed their compatibility with the Mission of the CBA; and

WHEREAS, The Local Affiliate has tendered to the CBA written authorization from its Bishop to conduct its activities in the Diocese.

NOW THEREFORE, in order to delineate the relationship between the CBA and the Local Affiliate, state the parties' mutual expectations, and affirm their reciprocal commitment to the success of both the CBA and the Local Affiliate, the parties agree as follows:

**ARTICLE I
MISSION ADHERENCE**

The Local Affiliate and the CBA shall mutually support, advance, and promote the shared mission of the CBA and the Local Affiliate within the Diocese. The Local Affiliate and the CBA shall collaborate to sponsor and conduct programs and activities that further their common mission, and shall use reasonable efforts to ensure that such programs and activities are of high quality with respect to their content, published and otherwise reproducible materials, logistical preparation, and other aspects. In support of both its collaborative efforts with the CBA and its own programs and activities, the Local Affiliate may, to the greatest extent consistent with the CBA's other pertinent duties and obligations, use published and otherwise reproducible materials generated by or otherwise available through the CBA.

**ARTICLE II
GEOGRAPHICAL LIMITS**

The Local Affiliate is authorized to cover the Catholic Diocese of _____. The CBA will not seek to create or authorize the creation of any additional Local Affiliates within the Diocese without the approval of the Local Affiliate.

ARTICLE III RELATIONSHIP

The CBA and the Local Affiliate understand and agree that they are separate legal entities and discrete institutions whose relationship is described and limited by this Agreement. The CBA and the Local Affiliate are not and shall not be considered joint venturers, partners, legal representatives, or agents of each other. At no time shall either party act, or represent itself to be acting, in any of these capacities except pursuant to a separate written agreement signed by the parties' authorized representatives. Neither the CBA nor the Local Affiliate shall have the right or power to bind or obligate the other party in any manner, and shall not make or represent that it has the power to make, any contract, agreement, representation, warranty, or obligation, whether express or implied, on behalf of the other party unless specific authority is delegated in writing from one to the other. Neither the CBA nor the Local Affiliate assumes any oversight or other responsibility for the programs, activities, or actions of the other, and neither shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.

ARTICLE IV MEMBERSHIP

Section 4.01. The Local Affiliate shall pay dues to the CBA as established by the CBA Board of Directors. Provided that they meet the criteria for Membership as defined in the CBA Bylaws, current members of the Local Affiliate shall be entitled to receive the CBA's standard Local Affiliate member discount on their dues on the same basis as similarly situated members of other Local Affiliates. Any such discount shall be subject to the CBA Board of Directors' determination from time to time as to the establishment, maintenance, terms, and conditions thereof. The Local Affiliate acknowledges that it shall have the right and duty to participate in the governance of the CBA through its participation in the CBA's General Assembly, the Local Affiliates Committee, and the nomination and election of Local Affiliate Directors, as the preceding terms are defined in the CBA Bylaws. The Local Affiliate further acknowledges and agrees that its exercise of these rights within the CBA is dependent on its having at least one member who is also a Catholic Attorney Member of the CBA and is otherwise complying with this Agreement and that its rights and privileges within the CBA shall be as set forth in the CBA Bylaws.

Section 4.02. Separate and apart from any dues paid to the CBA by the Local Affiliate or by its members who are also Members of the CBA, the Local Affiliate shall retain absolute discretion to determine, assess, and collect membership dues from its members.

ARTICLE V OBLIGATIONS OF LOCAL AFFILIATE

Section 5.01. The Local Affiliate warrants that it is a legal entity separate and distinct from the CBA and that it shall at all times shall remain in good standing in the Diocese and the jurisdiction of its formation. The Local Affiliate shall obtain and use its own federal Employer Identification Number and the Local Affiliate specifically agrees not to use the federal Employer Identification Number of the CBA in connection with any of its activities.

Section 5.02. Annually, the Local Affiliate shall submit a report that includes: (a) a list of its officers and directors; (b) a summary of its programs, activities and operations; (c) an income and expense statement and balance sheet; (d) the text of recent changes to its Bylaws and Articles of Incorporation (or similar organizing document); and (e) an affirmation that it remains in good standing in the Diocese.

ARTICLE VI NAME AND OTHER INTELLECTUAL PROPERTY

Section 6.01. Limited License. Local Affiliate is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the term of this Agreement the following CBA Intellectual Property:

(a) The name “CBA” or explanatory “Catholic Bar Association,” the logo of the CBA, and other CBA trademarks, service marks, trade names, and logos identified by the CBA from time to time, provided that such usage is accompanied by the name of the Local Affiliate and the Diocese so as not to confuse communications from the CBA with those of the Local Affiliate.

(b) The CBA’s membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of the CBA located within the Local Affiliate's Diocese (“the Mailing List”), and

(c) All copyrighted or proprietary information and materials provided by the CBA to the Local Affiliate, including without limitation all CBA-authored or directed programs and program materials.

Section 6.02. Use of CBA Intellectual Property. Authority to use CBA Intellectual Property is limited to those activities authorized under this Agreement and is subject to the terms and conditions of this Agreement and any written guidelines for Local Affiliates that may be subsequently promulgated by the CBA.

(a) CBA Intellectual Property is and shall remain at all times the sole and exclusive property of the CBA.

(b) The CBA logo may not be revised or altered in any way, and must be displayed in the same form as produced by the CBA.

(c) The Local Affiliate shall not sell, trade, or permit any third party to use CBA Intellectual Property without the CBA’s express prior written approval. CBA Intellectual Property may not be used by any party for individual personal or professional gain or for any other private benefit.

(d) CBA Intellectual Property may not be used in any manner that, in the sole discretion of the CBA: distracts from the Mission of CBA; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the CBA and the Local Affiliate.

(e) The Local Affiliate may, subject to the terms and conditions of this Agreement, use the Mailing List for purposes of membership development or for any appropriate purpose, provided that, upon termination of this Agreement, the Local Affiliate shall return such membership list to CBA and delete all membership list information from its computer database, if any.

(f) The Local Affiliate's obligations to protect CBA Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

ARTICLE VII OTHER PROVISIONS

(a) **Section 7.01. Warranties.** The CBA warrants that it is and will remain in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement and further warrants that it will immediately advise the Local Affiliate of any adverse circumstance that might affect its ability to perform under this agreement. The Local Affiliate likewise warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement and further warrants that it will immediately advise the CBA of any adverse circumstance that might affect its ability to perform under this Agreement

Section 7.02. Term. The term of this Agreement is one year and is automatically renewed upon payment by Local Affiliate of its annual CBA dues, as may be set from time to time by the CBA, or if no dues are currently being assessed against the Local Affiliate, upon the pertinent anniversary of the effective date of this Agreement. The CBA may terminate this Agreement by written notice to the Local Affiliate at any time for nonpayment of dues or noncompliance with the terms of this Agreement. The Local Affiliate may terminate this agreement at any time upon written notice to CBA.

Section 7.03. Severability. If any provision contained herein is determined by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, said determination shall not affect the validity and enforcement of the remaining provisions hereof, and the parties shall, as applicable, interpret this Agreement as if said provision were either deleted in its entirety or modified so as to render it valid and enforceable; provided, if said deletion or modification would result in a material failure of consideration, the parties shall, to avoid said result, confer in good faith concerning either the amendment or the termination of this Agreement.

Section 7.04. 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 substantive laws of the State of Texas, United States of America, without regard to that jurisdiction's choice of law principles.

Section 7.05. Reciprocal Indemnification. The Local Affiliate shall hold the CBA, its officers, directors, members and agents, harmless from and against any and all third-party 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, which may arise out of the acts or omissions of the Local Affiliate, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement. The CBA shall hold the Local Affiliate, its officers, directors, members and agents, harmless from and against any and all third-party 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, which may arise out of the acts or omissions of the CBA, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

Section 7.06 Dispute Resolution. All disputes between the parties arising in any manner out of this Agreement shall first be attempted to be resolved through a face-to-face meeting or teleconference between authorized representatives of the parties; any such meeting shall take place at such location as the parties mutually determine. Any dispute not resolved through such meeting or teleconference shall be referred to non-binding mediation under the applicable rules of the American Arbitration Association. Any such mediation shall take place at such location as the parties may mutually select, or, failing such selection, at the offices of the CBA. Any dispute not resolved through mediation shall be resolved by binding arbitration before a single arbitrator under the Federal Arbitration Act and the Commercial Rules of the American

Arbitration Association; and any such arbitration shall take place at the offices of the CBA or as the CBA shall otherwise designate. The award of the arbitrator shall not be subject to appeal and may be enforced in any court having jurisdiction to do so.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Local Affiliate Charter Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

Catholic Bar Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Local Affiliate

By: _____

Name: _____

Title: _____

Date: _____

[BISHOP'S LETTERHEAD]

[Affiliate President N&A]

Re: Support and Approval

Dear _____ [Affiliate President]:

I support your good work in the Diocese for those in the legal profession, and I support you in your decision to affiliate with the Catholic Bar Association. You provide an indispensable service to members of the legal profession in this Diocese.

I am appointing Rev. _____ as chaplain to your [guild/society] for a period of one year. His initial term will expire on _____, but his term can be renewed if appropriate.

May Mary our Mother assist you with her prayers in this endeavor.

Sincerely in Christ,

Most Rev. _____
Bishop of _____

cc: [Chaplain]



Register online at <https://catholicbar.org/membership> or complete this application



INDIVIDUAL MEMBER APPLICATION

CONTACT INFORMATION:

Name: _____

Position or Title: _____

Firm or Company: _____

Address: _____

City _____ State _____ Zip _____

Law School: _____ Graduation Year: _____

Legal Specialty: _____

State(s) where licensed: _____

Primary Email: _____ Primary Phone: _____

DIOCESAN AFFILIATION:

Your Parish: _____

Your Diocese: _____

City _____ State _____

Your Local Guild: _____

Are you a member in good standing of your local lawyers' guild?

- Yes
 No
 Not applicable

PLEASE AFFIRM:

I have read and support the Mission and Purposes of the Catholic Bar Association. I agree not to share CBA videos, photos or member data without Catholic Bar Association approval.

Signature _____

Date _____

Mission of the Catholic Bar Association

Catholic Bar Association is a community of legal professionals that educates, organizes and inspires its members to faithfully uphold and bear witness to the Catholic Faith in the study and practice of the law.

Purposes of the Catholic Bar Association

1. To uphold the principles of the Catholic faith in the practice of law.
2. To assist the Church in the work of communicating Catholic legal principles to the legal profession and society at large.
3. To support Catholic attorneys in faithfully applying Catholic ethical principles in the practice of law.
4. To enable Catholic attorneys to know one another better and to work together with deeper mutual support and understanding.

Select your membership level. *Unless otherwise indicated, subscription period is for 1 year.*

_____ **Catholic Attorney Membership - \$150.00 (USD)**

Practicing Catholics who either (1) hold a license to practice law in a jurisdiction of the United States or any corresponding licensure in countries outside the United States; or (2) are qualified to practice canon law.

_____ **General Membership - \$150.00 (USD)**

General Members are Individual Members who are practicing Catholics inside or outside the United States and who support the mission of the Association. This membership is suitable for retired Catholic Attorneys, spouses of Catholic Attorney members, and other Catholics who are interested in the efforts and programming of the CBA.

_____ **Premium Membership - \$750.00 (USD)**

Practicing Catholics who either (1) hold a license to practice law in a jurisdiction of the United States or any corresponding licensure in countries outside the United States; or (2) are qualified to practice canon law. Includes these benefits:

- Includes one Conference Registration for the Annual Conference (*no carry over to the new year*)
- Autographed copy of an Academic Advisory Council Member's book
- Priority registration in case of overflow seating at CBA events
- Preferred seating at the Red Mass banquet

_____ **Lifetime Membership - \$2,500.00 (USD) – Subscription period: Unlimited; no future membership dues!**

Practicing Catholics who either (1) hold a license to practice law in a jurisdiction of the United States or any corresponding licensure in countries outside the United States; or (2) are qualified to practice canon law. Includes these benefits:

- 10% discount on Conference Registration (Not applicable to guests)
- Autographed copy of an Academic Advisory Council Member's book
- Priority registration in case of overflow seating at CBA events
- Preferred seating at the Red Mass banquet

_____ **Catholic Law Student Membership - \$15.00 (USD)**

Catholic Students who are studying for a license to practice law or for a canon law degree.

Please indicate if you are eligible for any of the following discounts:

- _____ \$ 50 A recent graduate licensed less than 5 years
- _____ \$ 50 A member of a CBA Local Affiliate
- _____ \$ 75 Clergy or religious (priest, deacon, sister)
- _____ \$ 100 Both a recent graduate AND a member of a CBA Affiliate
- _____ \$ 125 Both a clergy/religious AND a member of a CBA Affiliate

Enclose dues (membership fee – discount) payable to “Catholic Bar Association” and mail to:

Sr. Catherine Murphy, FSO
CBA Administrative Assistant
P.O. Box 244
Center Valley, PA 18034