



## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the American Indian Science & Engineering Society ("AISES") and \_\_\_\_\_, a chapter and affiliate of AISES ("Chapter").

WHEREAS, AISES is a nonprofit corporation organized under the laws of the State of Oklahoma with its principal place of business located in Albuquerque, New Mexico, that has been recognized by the United States Internal Revenue Service ("Service") as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code");

WHEREAS, AISES is a national organization which provides financial and educational assistance to high school, college and university students of Native American descent in the form of scholarships and other forms of financial aid and publishes or assists in the publishing of education materials designed to enhance educational opportunities for historically disadvantaged students;

WHEREAS, the Chapter is an association of individuals which seeks to promote, assist and enhance AISES activities in the State or Province of \_\_\_\_\_ through the formation of a local professional chapter and to utilize AISES' name, logo and reputation for this purpose;

WHEREAS, AISES has consented to the use of its name, logo and reputation by the Chapter under the terms and conditions set forth herein.

WHEREFORE IT IS AGREED as follows:

AISES hereby confers upon Chapter the status of its approved affiliate in the State, Province, or region of \_\_\_\_\_. As such Chapter is authorized and licensed to utilize AISES' name in Chapter's own name, which as of the date hereof shall be "\_\_\_\_\_." Chapter shall be authorized to change its name from time to time upon prior written notice delivered to and consent thereto received from AISES. Chapter is hereby authorized to utilize AISES' name and logo on its stationary and in its written materials. However, Chapter shall not further license or permit other third parties to utilize or reproduce its own name and logo or those of AISES.

The Chapter agrees to abide by the Bylaws and reasonable rules of operations and regulations that may be imposed upon Chapter from time to time by AISES Board of Directors ("Board"). Attached hereto as Exhibit A is a copy of AISES Bylaws, which Chapter acknowledges and agrees shall govern the Chapter's activities and functions. The Chapter shall not change or alter its organizational structure except with AISES' prior consent.

The Chapter shall be authorized to solicit funds on behalf of and in the name of AISES, and to collect local dues from its members separate and apart from those assessed by AISES. Any such contributions and dues shall be deemed to be contributions of cash or property to AISES. Any such funds so solicited shall be promptly deposited in such banking accounts controlled by AISES as AISES may designate.

The Chapter agrees to submit quarterly dues as determined and listed in the Professional Chapter Quarterly Report, hereto attached as Exhibit B. Reporting timeframes and deadlines are also clearly delineated in Exhibit B.

The Chapter shall not represent to any third party that it has authority to serve as the agent or contract on behalf of AISES for any purpose. The Chapter shall not contract for or incur any liabilities which AISES may be required to or is expected to pay. Any liabilities contracted for or incurred by Chapter shall remain solely the liability of the Chapter. The Chapter shall purchase appropriate liability insurance to protect Chapter and AISES against insurable risks upon AISES' request at any time. The Chapter agrees to indemnify AISES and hold AISES harmless from and against any loss, expense or cost by reason of the Chapter's activities conducted as an AISES affiliate.

The Chapter's geographic area shall be nonexclusive and be within the State or Province of \_\_\_\_\_. It may operate in such geographic territory and may solicit professionals and other persons who shall also be required to become a member of AISES and shall pay such dues as a member of AISES as AISES may assess from time to time. If a person terminates his/her membership in AISES for any reason at any time, his/her status as a member of the Chapter shall likewise terminate without further notice to such member. The Chapter shall specifically notify its members of this membership policy.

The Chapter's officers shall be elected by the members of the Chapter in accordance with procedures previously approved by AISES. Officers of the Chapter shall serve as volunteers without compensation, except that expenses incurred by such officers on behalf of the Chapter may be reimbursed.

The Chapter shall maintain appropriate records of minutes of its governing body, meetings and elections of officers, as well as appropriate financial records. Upon request photocopies of any such documentation shall promptly be transmitted to AISES. AISES shall have access to the books and records of the Chapter at any time upon reasonable prior request. Chapter shall provide full and complete copies of any records, including financial, banking and accounting records, upon reasonable prior notice furnished by AISES. Any banking accounts maintained by the Chapter shall require dual signatures with an authorized agent of AISES as one signatory in order to draw funds therefrom. AISES shall appoint a representative who is an elected officer of Chapter for this purpose. NOTE: We need clarification of what purpose this last section is intended to serve by requiring them to have an AISES rep as a signatory on their bank accounts.

The Chapter shall not file federal or state income tax returns of any kind, other than employer payroll tax forms if applicable. Income and expenses derived from the Chapter's financial activities shall be reported on AISES' own federal and state exempt organization and income tax returns.

The parties acknowledge that the name, logo and reputation of AISES have significant intangible value to both AISES and the Chapter. The Chapter acknowledges that AISES has a proper and vested interest in maintaining the value of its name, logo and reputation. AISES therefore reserves the right to restrict the Chapter's activities in its discretion to protect its intangible assets. The Chapter will cease any activity at AISES' request, but will have the right to appeal to the Board any request it perceives as unwarranted.

The term of this Agreement shall commence as of the date set forth above. This Agreement may be terminated by either party at any time without cause upon thirty (30) days notice to the other party.

