



AISES PROFESSIONAL CHAPTER AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") made as of the ___ day of _____, _____, by and between the AISES and _____, a chapter affiliate of AISES ("Chapter").

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

WHEREAS, since 1977, AISES has focused on substantially increasing the representation of Indigenous peoples of North America and the Pacific Islands in critically needed STEM (science, technology, engineering, math) disciplines. This robust nonprofit currently supports individual student and professional members across the U.S. and Canada through chartered college and university chapters, professional chapters, tribal chapters, and affiliated PK-12 schools. Members benefit from diverse STEM-focused programming that supports careers and promotes student success and workforce development in multiple crucial areas.

WHEREAS, through the formation of a professional chapter, AISES members will utilize the AISES Federal Employer Identification Number (FEIN), name, and logo for the purpose of supporting one another in their educational and/or professional pursuits, and through this work to implement the mission of AISES to the Tribe, State, Province, or Region of _____.

WHEREAS, AISES has consented to the use of its Federal Employer Identification Number (FEIN), name, and logo by the Chapter under the terms and conditions set forth herein.

WHEREFORE IT IS AGREED as follows:

AISES hereby confers affiliation status to the Chapter in the Tribe, State, Province, or Region of _____. As such, the Chapter is authorized and licensed to utilize the AISES name in the Chapter's own name, which as of the date hereof shall be "_____."

Terms and Conditions for an Approved AISES Chapter

Chapter Geographic Area

The Chapter's geographic area shall be nonexclusive and be within the Tribe, State, Province, or Region of _____. It may operate in such geographic territory and may solicit professionals and other people who are required to become a member of AISES. **If a person terminates their membership in AISES for any reason at any time, their status as a member of the Chapter shall likewise terminate.**

Use of AISES Name, Logo, and Chapter Name

The Chapter is hereby authorized to utilize the name and logo on its stationery and in its written materials. The Chapter shall be authorized to change its name with notice to the AISES National Office. The Chapter shall not further license or permit other third parties to utilize or reproduce its own name and logo or those of AISES.

Impact to the AISES National Office

The Chapter acknowledges that AISES has a vested interest in maintaining the value of its name, logo, and reputation. The parties acknowledge that the name, logo, and reputation of AISES have significant intangible value to both AISES and the Chapter. 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 the request of AISES but will have the right to appeal to the Board of Directors any request it perceives as unwarranted.

No Authority to Act for the AISES National Office

Affiliate shall not hold itself out as an agent or representative of AISES or permit its representatives to speak or act on behalf of or purport to speak or act on behalf of AISES, including but not limited to making statements that purport to be official positions of AISES.

Intellectual Property

The AISES National Office may allow Chapters to utilize its intellectual property including copyrighted works, such as written materials, videotapes, audiotapes, films, photographs, etc. with written consent. The AISES National Office will maintain full legal rights to its intellectual property.

AISES Chapter Bylaws

Each Chapter member agrees to understanding its Bylaws, which they acknowledge and agree will govern the Chapter's activities and functions. The Chapter agrees to abide by the Bylaws and rules of operations and regulations that may be imposed upon the Chapter. The Chapter Bylaws template is available [here](#).

Chapter Officers

The Chapter's officers shall be elected by the members of the Chapter in accordance with the Chapter's Bylaws. 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 according to the Chapter's policies.

Documentation of Chapter Business

The Chapter shall maintain appropriate records of minutes of its governing body,

meetings, and elections of officers, as well as appropriate financial records, in a secure electronic file. AISES shall have access to the books and records of the Chapter at any time upon reasonable prior request.

Ownership of Funds - Fundraising, Grants, and Bank Accounts

Fundraising

The Chapter is authorized to solicit funds and/or sponsorships from the public, educational institutions, Tribes, or corporations on behalf of and in the name of AISES. **Fundraising materials must refer to the Chapter to clearly indicate that the solicitation is associated with the Chapter and not the AISES National Office.** The AISES National Office reserves the right to ask a Chapter to change its fundraising strategy and marketing if it determines that the Chapter's campaign impedes in any way the fundraising efforts of the AISES National Office (e.g., Chapter is fundraising from the same source as the AISES National Office).

Chapters may impose dues on its members for the benefit of the Chapter.

See below for the limitations on the amount of funds a Chapter can keep in its bank account.

Because the Chapter is using the AISES FEIN, any such contributions and dues **are the property of AISES** and must be deposited into the Chapter's bank account (if applicable) or sent to the AISES National Office for deposit on behalf of the Chapter.

The AISES National Office may, but is not required, to provide financial assistance to fund Chapter activities at its sole discretion. Any financial assistance that is provided may be subject to such conditions as AISES may determine in the exercise of its sole discretion.

Grants

Grant proposals to foundations, corporations, or government entities must be in the name of AISES and discussed with and Kaitlan Lyons, Engagement Officer at the AISES National Office **prior to submission. Any grant, award, or contract must be reviewed and approved by the AISES National Office. Chapters may not sign any type of binding agreement on behalf of AISES.** Single grants gained by a Chapter of \$20,000 (USD) or less may be deposited into a Chapter's bank account. If a single grant is \$20,001 (USD) or more, the grant must be deposited in the AISES National Office bank account in the name of the Chapter.

Please note: Grants intended to be given for **scholarships MUST be administered by the AISES National Office according to the donor's wishes. An administrative fee will be required to be paid by the donor.** Please contact Kaitlan Lyons, Engagement Officer, for more information.

Limits on Chapter Revenues and Expenditures

Chapters can hold up to \$25,000 (USD) in their bank accounts.

The Chapter shall not incur any obligation of an expenditure (s) of funds more than \$9,999 (USD) to any single vendor or person, without the prior written consent of the AISES National Office. AISES must check all vendors against a suspension/debarment list maintained by the federal government.

Accounting for Chapter Expenditures

Every expenditure must have a corresponding receipt, a description and purpose of the expense to include the vendor's name, and date of the purchase. Receipts should be scanned and maintained in a secure, electronic file along with the corresponding financial and all reporting requirements – see below.

Ethical Standards – Use of Chapter Funds

Chapter funds must not be used for anything other than Chapter related expenses. If not, Chapter members can be held accountable according to the law, banned from AISES membership, and the entire Chapter could lose its affiliation. Chapter leadership must be vigilant about the use of AISES funds as these are donations to be used to support STEM students and professionals and not for personal gain.

AISES Code of Conduct

The Chapter must adhere to the AISES Code of Conduct. Any violations of the Code will result in the loss of the Chapters' affiliation. The Managing Director of Engagement and Advocacy should be contacted if a violation is suspected. The Chapter shall not engage in any illegal activity, or any activity which might negatively affect the work or image of the AISES National Office.

Chapter Bank Accounts

All professional Chapters with bank accounts must add AISES to the account for monitoring. The AISES National Office will not sign Chapter checks. Please contact Kaitlan Lyons, Engagement Officer, at the AISES National Office to initiate this process as soon as possible after Chapter approval.

If the Chapter is updating this Agreement and has an existing bank account, please contact Kaitlan Lyons, Engagement Officer, as soon as possible to do this retroactively.

The Chapter is expected to submit to AISES all bank statements for the fiscal year by January 20th.

Chapter Dissolution

In the event of the Chapter's dissolution or the winding up of its affairs, the Chapter's governing members, after paying or making provision to pay all the debts or obligations of the Chapter, will distribute the Chapter's remaining assets to the AISES National Office.

Reporting Requirements to Keep Chapters in Good Standing

1. **Annual Report** - The Chapter agrees to submit an annual report through an electronic form due on the 20th of January of the fiscal year following the

approval of the Chapter. The Annual Report must highlight the activities of the Chapter. Please use the Annual Report Form found [here](#).

2. **Financial Report** – The Chapter agrees to submit an annual report through an electronic form due on the 20th of January of the fiscal year following the approval of the Chapter. If applicable, annual bank statements are required as part of the Financial Report and can be added as an attachment. If your chapter receives a check for \$5,000 or more during the year it is reporting on, an image of the check will be required to be attached to the financial reports. Please use the Financial Report Form found [here](#).
3. **Chapter Meeting Minutes**

As noted, formal meeting minutes are required to be attached to the Chapter's Annual Report.

Please Note: Late or incomplete Annual or Financial reports put the Chapter's affiliation at risk. It is imperative that complete reports be submitted to the AISES National Office on time. A Chapter will be considered on probation after missing one annual and financial report deadline. Any Chapter that fails to submit the required annual report by January 31 (11 days after the due date) will be recommended to the AISES Board of Directors for the loss of their charter.

Annual Financial Statements Audit

The Chapter affiliate subject to annual audit that the Parent undergoes.

Income Tax Returns

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 will be reported on the AISES 990 tax form.**

Liability of the AISES National Office for Chapter's Actions (or Vice Versa)

Neither party, nor its directors, officers, employees, volunteers, and assigns, will be liable to the other party or any other person for any indirect, special, consequential, or punitive damages, including without limitation lost profits, whether they are considered direct or indirect damages, based on any causes of action arising under or related in any way to this Agreement, regardless of whether such party was aware of the possibility of such damages. However, this limitation on liability will not apply to any causes of action arising under or related in any way to the License Agreement noted above or the confidentiality or indemnification obligations under this Agreement. The aggregate liability of AISES and its directors, officers, employees, volunteers, and assigns that may arise under or in connection with this Agreement or the License Agreement will not exceed the amounts paid by the Chapter under this Agreement during the 12 months preceding the actions first giving rise to any such liability.

Indemnification

The Chapter shall indemnify and hold harmless AISES and the AISES Board of Directors, officers, employees, volunteers, and assigns from and against any and all

third-party claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and costs of investigation and/or defense) directly, indirectly, wholly, or partially arising from or in connection with: 1) any breach of this Agreement or the License Agreement by the Chapter; 2) any use of the Intellectual Property of AISES by the Chapter; or 3) any act or omission of the Chapter or anyone performing work on the Chapter's behalf arising from or related in any way to the programs, services, and activities conducted by the Chapter.

Dispute Resolution

In connection with any dispute between the parties arising under or related in any way to this Agreement or the License Agreement, the parties agree to first attempt to negotiate in good faith a just and equitable resolution satisfactory to both parties. The negotiations are to be handled by people within each organization with final authority to resolve the dispute. If the dispute is not resolved by negotiation within 14 days, then the dispute must be submitted to mediation before a qualified mediator mutually acceptable to the parties, either in person at a mutually acceptable location, or remotely through a mutually acceptable method. The parties will bear their own respective costs and attorney's fees in any mediation. Notwithstanding the foregoing, each party acknowledges that its breach of any license conditions contained in this Agreement or the License Agreement, or its breach of any obligations as to confidentiality, non-solicitation, or non-disparagement under this Agreement, may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek immediate injunctive or other equitable relief under this Agreement and the License Agreement, as well as such further relief as may be granted by a court of competent jurisdiction, without having to post a bond or other security.

Agreement Terms

The term of this Agreement shall commence as of the date set forth above. This Agreement may be amended at any time in writing signed by the parties hereto.

Agreement Termination

This Agreement may be terminated by either party at any time without cause upon thirty (30) days' notice to the other party. Upon the termination of this Agreement, the Chapter's right to utilize the name and logo of AISES shall thereupon terminate at once. Thereafter, the Chapter shall not utilize the AISES name, logo, Intellectual Property, or refer to AISES in any way. Upon termination hereof, any accrued but unpaid amounts that may be due to AISES by the Chapter shall immediately become due and payable and shall promptly be paid by the Chapter less any disputed amounts. Disputed amounts shall not become due until the actual amounts have been affirmed or determined by an audit conducted by or verified by the AISES Board of Directors. Costs associated with the audit will be paid by the party in error.

Any notice that may be given by the AISES National Office or the Chapter shall be in writing and be preceded by an email to the noted parties below and shall be deemed to be given on the date that such notice is deposited in a proper receptacle of the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party receiving the notice as follows:

If to AISES: Managing Director of Engagement and Advocacy
AISES

6321 Riverside Plaza Lane NW, Unit A
Albuquerque, NM 87120
engagement@aises.org

If to Chapter:

The parties hereto acknowledge that the person signing on behalf of AISES, and the Chapter are duly authorized to execute this Agreement and that their signatures hereto operate to bind AISES and the Chapter to the terms and conditions hereof.

IN WITNESS WHEREOF, we have executed this Agreement as of the date set forth above.

AISES

By: _____
Signature Printed Name
Title: AISES Senior Vice President

Name of Chapter: _____

By: _____
Signature Printed Name
Title: _____

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