



## 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 Boulder, Colorado, 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, 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 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 or Province 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.

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 Chapter's activities and functions. Chapter shall not change or alter its organizational structure except with AISES' prior consent.

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. At Chapter's discretion, either thirty-five dollars (\$35.00) or five (5%) percent of the net amount of any funds so solicited or contributed to Chapter shall be transmitted to AISES on a quarterly basis at its address set forth herein or as AISES may

otherwise direct. Chapter will tally its solicited funds for quarters ending the last day of the months of March, June, September, and December and send payment to AISES no later than the last day of the month following said quarter.

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. 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 Chapter. Chapter shall purchase appropriate liability insurance to protect Chapter and AISES against insurable risks upon AISES' request at any time. Chapter agrees to indemnify AISES and hold AISES harmless from and against any loss, expense or cost by reason of Chapter's activities conducted as AISES affiliate.

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 Chapter shall likewise terminate without further notice to such member. Chapter shall specifically notify Chapter's members of this membership policy.

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

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 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 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.

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 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 Chapter. 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 Chapter's activities in its discretion to protect its intangible assets. 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.

Upon the termination of this Agreement at any time, Chapter's right to utilize AISES' name and logo shall thereupon terminate at once. Thereafter, Chapter shall not utilize AISES name or logo or refer to AISES in any way. Upon termination hereof, any accrued but unpaid amounts that may be due to AISES by Chapter shall immediately become due and payable and shall promptly be paid by 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 Board. Costs associated with the audit will be paid by the party in error.

This Agreement may be amended at any time in writing signed by the parties hereto.

Any notice that may be given hereunder shall be in writing 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:                      Executive Director  
    American Indian Science & Engineering Society  
    P.O. Box 9828  
    Albuquerque, NM 87119-9828

If to Chapter:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

AISES may, but is not required to, provide financial assistance to fund Chapter's activities hereunder, at AISES' 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. Notwithstanding any other provision hereof, Chapter shall not incur any obligation which obligates Chapter to an expenditure of funds in excess of \$1000.00 to any single vendor or person, without the prior consent of AISES.

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

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

AMERICAN INDIAN SCIENCE & ENGINEERING SOCIETY

By:                      \_\_\_\_\_                      \_\_\_\_\_  
                                    Signature                                      Printed Name

Title:    AISES Executive Director

Name of Chapter: \_\_\_\_\_

By:                      \_\_\_\_\_                      \_\_\_\_\_  
                                    Signature                                      Printed Name

Title: \_\_\_\_\_