AMERICAN ASSOCIATION OF PHARMACEUTICAL SCIENTISTS

U.S. OPERATING CONDITIONS OF THE _____ AAPS STUDENT CHAPTER

These Operating Conditions are effective from October 1, 2026 to September 30, 2027 and agreed to by the American Association of Pharmaceutical Scientists ("AAPS"), a District of Columbia nonprofit corporation, and the _____ Student Chapter.

1. NATURE OF RELATIONSHIP

1.1 Student Chapter. The Student Chapter is a separate unincorporated entity affiliated with AAPS that furthers the tax-exempt purposes of AAPS and provides a local forum for students and those interested in the pharmaceutical sciences. AAPS is not liable for the acts or omissions of the Student Chapter or its members, consultants, or agents. The Student Chapter is subject to these Operating Conditions (including Attachments), the mission and requirements of the AAPS Articles of Incorporation and Bylaws, and the policies and procedures adopted by the AAPS Board of Directors. The Student Chapter is subject to the same legal restrictions as AAPS with regard to permissible purposes and activities, lobbying activities, a prohibition against engaging in any political activity, and other matters as established by AAPS.

1.2 Organization. The Student Chapter agrees to comply with certain Procedural Guidelines (set forth in Attachment A), and may also adopt specific program goals, objectives, and unique procedures for its internal operations. The Student Chapter's goals, objectives, and procedures must be consistent with AAPS guidelines, approved by the AAPS Board of Directors, and maintained as current at all times in the AAPS materials and files (by the Student Chapter leadership).

1.3 Intellectual Property. The Student Chapter acknowledges that all AAPS names, logos, copyrights, trademarks, books, records, publications, mailing lists, membership lists, and related material are the sole property of AAPS, and all use of such intellectual property by the Student Chapter shall be subject to approval by AAPS and to guidelines established by AAPS. All right, title, and interest, including but not limited to copyrights and all rights subsumed there under, in and to materials or property that may be prepared or developed by the Student Chapter or its volunteers pursuant to these Operating Conditions are owned by and assigned to AAPS; provided, however, that the Student Chapter may copy, revise, distribute, modify, and otherwise use materials created by the Student Chapter for Student Chapter purposes, in accordance with accepted AAPS policies and procedures.

1.4 Financial Support. AAPS shall provide an annual allocation to the Student Chapter to further its activities. In its discretion, AAPS may provide additional financial support to the Student Chapter under

terms and conditions to be mutually agreed by the parties. The Student Chapter will annually report to AAPS all other financial information, including revenue it received from other sources, pursuant to the terms of Section 4.1. Chapters must establish a bank account to maintain their student chapter finances. Annual revenue in the student chapter account must not exceed $50,000 in keeping with IRS regulations.

2. MEMBERSHIP

We encourage all members of the Student Chapter to be members of AAPS. However, if this is not possible, a minimum of 10 Student Chapter members, including the four elected officers, as well as the Faculty Representative must be members of AAPS. The Faculty Representative will serve on the Chapter's Executive Committee. Only student and postdoctoral members may comprise the minimum of 10 chapter members for this purpose. Faculty Advisors must be regular members of AAPS.

3. OBLIGATIONS OF AAPS

The AAPS staff in Arlington, Virginia shall to the extent practical assist the Student Chapter in administering and planning its activities, send relevant publications to Student Chapter officers, and providing other assistance as mutually agreed.

4. OBLIGATIONS OF THE STUDENT CHAPTER

The Student Chapter's obligations include the following:

4.1 Record Keeping and Reporting. The Student Chapter shall maintain financial records as required by the guidelines adopted by the AAPS Board of Directors and shall submit to AAPS on an annual basis a financial report and a description of any activities the Student Chapter has undertaken during the year. The financial and activity reports are due to AAPS no later than the third week of November (due date to be posted each year), which is the chapter renewal due date. This will ensure that AAPS has the necessary information to make tax filings for each Student Chapter under the chapter exemption. It is understood that these financial record keeping and reporting obligations are mandated by applicable tax laws and regulations of the Internal Revenue Service and must be complied with by the Student Chapter without fail.

4.2 Programs. The Student Chapter shall sponsor educational and professional programs annually which further and serve the purposes of the AAPS set forth above, and shall use its best efforts to ensure that such programs are of the highest quality with respect to program content, materials, and logistical preparation. The Student Chapter shall send to AAPS at least annually, a schedule of upcoming meetings, conferences, and seminars, as well as copies of newsletters, minutes, press releases, and other materials describing Student Chapter activities. All such activities and publications, including any uses of the AAPS name, logo, or copyrights, are subject to prior review and approval by AAPS.

4.3 Engagement and Management of Consultants. The Student Chapter must adhere to the policies and procedures adopted by the AAPS Board of Directors and shall not engage consultants. All engagements and/or contractual arrangements, including but not limited to contracts to engage consultants or to hold or reserve facility or hotel space, must be directed through the staff liaison to AAPS for detailed review and advance written approval of the AAPS Board of Directors. AAPS is not responsible for the acts or omissions of any parties engaged by the Student Chapter or for the contractual obligations of the Student Chapter.

4.4 Limited License. Student Chapter shall not use, or cause or permit to be used by any person, the logos, trade-marks, service marks, trade names, or copyrighted materials of AAPS without AAPS's prior written consent, other than the limited use of such logos, marks, names, or copyrighted materials in connection with performance of the specific activities authorized under this Agreement. Any use of AAPS's logo, mark, or name shall be the logo, mark, or name approved by AAPS. In addition, Student Chapter shall not make or cause to be made any copies of AAPS's educational materials or membership publications, or resell any of same, without AAPS's prior written consent. With respect to any use of AAPS's logo, mark, name, or copyrighted materials, Student Chapter shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law and any other guidelines that AAPS shall prescribe. In any event, upon expiration or termination of this Agreement, all use by Student Chapter of AAPS's proprietary property, such as logos, marks, names, or copyrights, shall end immediately.

4.5 Separate Entities. AAPS and Student Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no joint venture, partnership, or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other.

4.6 Indemnification. In furtherance of this agreement, Student Chapter hereby agrees to indemnify and hold harmless AAPS, its officers, directors, agents, members, and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by Student Chapter, or any of its officers, directors, members, or employee.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Warranty. AAPS makes no representation or warranty, express or implied (including implied warranties of merchantability and fitness for a particular purpose) concerning any materials, programs, membership publications, or any other articles or services provided under this agreement. All guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, are hereby excluded.

5.2 Limitation of Liability. Student chapter acknowledges and agrees AAPS shall not be responsible for any damages that AAPS may incur from any cause, whether liability is asserted in contract or tort (including negligence). In no event shall AAPS be liable to any person for loss of profits, loss of use, loss of production, loss of goodwill, or incidental, indirect, consequential, or special damages of any kind.

6. TERM

These Operating Conditions shall be effective for one year from the Effective Date and shall be renewable for additional one year periods unless terminated by either party in writing within sixty (60) days of the renewal date or if the Student Chapter has been inactive for a period of at least one year.

7. REVOCATION OF STATUS

AAPS, through its Board of Directors, shall have authority to revoke the Student Chapter's status at its discretion. Causes for termination include but are not limited to: enrollment of fewer than 10 AAPS student members or a determination by the Board of Directors that the conduct of the Student Chapter violates these Operating Conditions, the provisions of the AAPS Bylaws, or policies or procedures adopted by the AAPS Board of Directors. In such event, the Student Chapter shall not continue to represent AAPS members in the designated area and permission to use the AAPS name, logo, and copyrighted materials shall be withdrawn.

The representatives of AAPS and the Student Chapter agree to these Operating Conditions, which are effective until terminated but are reconfirmed annually by the Chair of the Student Chapter.

_____ _____

Student Chapter Chair Signature Date

_____ _____

Faculty Advisor Signature Date

_____ _____

AAPS Executive Director or Designee Signature Date

Attachment A

Procedural Guide of the _____AAPS Student Chapter

1. Membership. We encourage all members of the Student Chapter to be members of AAPS. However, if this is not possible, a minimum of 10 Student Chapter members, including the four elected officers, as well as the Faculty Representative must be members of AAPS. The Faculty Representative will serve on the Chapter's Executive Committee. Only student and postdoctoral members may comprise the minimum of 10 chapter members for this purpose. Faculty Advisors must be regular members of AAPS. All AAPS members of the Student Chapter in good standing shall be eligible to vote.

2. Officers. The Officers of the Student Chapter shall be a Chair, Chair-Elect, Vice Chair, and Secretary/Treasurer. These individuals shall constitute the Executive Committee of the Student Chapter. All officers must be members in good standing of AAPS.

The term of office for all Officers shall be one year. At the end of his or her term, the Chair-Elect shall assume the office of the Chair; and the Vice Chair shall assume the office of Chair-elect. The members shall elect a new Vice Chair and Secretary/Treasurer each year. After serving as Chair, a member may not be eligible for nomination, as Vice Chair until three years after his or her term as past Chair has expired. If a vacancy in an office occurs, the Executive Committee may appoint a replacement for the remainder of the term of that office.

3. Duties of Officers.
Chair: The Chair shall represent or appoint a representative of the Student Chapter at AAPS meetings; direct the Student Chapter and preside at its meetings; appoint committee members and Committee Chairs as necessary

Chair-Elect: The Chair-Elect shall act as Chair in the absence of the Chair or as necessary

Vice Chair: The Vice Chair shall act as Chair if necessary.

Secretary/Treasurer: The Secretary/Treasurer shall correspond with the Student Chapter members; record minutes and other actions of the Student Chapter; maintain records, minutes, documents, finances, mailings, program or meeting materials, and all other significant information related to the Student Chapter and ensure that updated material is shared with AAPS in a timely manner; coordinate communications regarding elections; and maintain financial records in association with the Chair-elect

Faculty Advisor: The Faculty Advisor shall provide insight and guidance that assists the student chapter in furthering its purpose and enhancing the meaningfulness of organization membership.

As a general rule, the advisor should counsel the organization regarding their responsibilities, be familiar with the organization's programs and be familiar with College policies and procedures.

Specific written duties or expectations of an advisor shall be mutually agreed upon by the advisor and the student organization. Simple suggestions of what an advisor's role might include:

- Assist the student organization in setting goals and objectives.
- Assist in other responsibilities mutually agreed upon between the advisor and the student organization.
- Provide constructive feedback.
- Provide continuity for the student organization by assisting with the transition of officers.
- Be reasonably informed of the purpose and activities of the student organization.
- Accompany and/or assist, as needed, organization officers in their dealings with the student chapter, AAPS or the outside public on behalf of the organization.
- Assist the student organization in complying with this policy, on registered student organizations, the Code of Student Rights, Responsibilities, and Conduct, and other written College policies and procedures.
- Be reasonably informed of the student organization's financial matters.
- Be available to the organization's officers and members for consultation.

4. Nominations and Election of Officers. A Student Chapter committee shall develop a slate of nominees for each elective office. The Student Chapter Executive Committee shall then submit the names to the members of the Student Chapter for vote by ballot, with each member having one vote for each office. A candidate receiving the majority of votes shall be elected. If three or more candidates contend for one office, one candidate must receive more than 50% of the votes cast in order to be elected. If no candidate receives a majority, there shall be a "run-off" of the top two candidates. The AAPS shall be notified of the newly elected officers and their terms of office within 30 days of the election.

5. Committees. Committees shall consist of at least three Student Chapter members appointed by the Student Chapter Chair or Executive Committee. All Committees report to the Student Chapter Chair but should also be prepared to respond directly to AAPS. The Student Chapter Executive Committee shall be notified in advance of all Committee meetings, and all Committee minutes and other relevant material shall be disseminated to the Student Chapter Executive Committee. The Executive Committee shall be composed of the four elected officers and Faculty Advisor.

The Executive Committee shall be responsible for operating the Student Chapter on a day-to-day basis and for general leadership of the Chapter.

6. Finances. AAPS shall provide an annual allocation to the Student Chapter to further its activities. AAPS may provide additional financial support to the Student Chapter, if such a request is made and approved by the AAPS Board of Directors. The Student Chapter will annually report to AAPS all financial information, including revenue it received from other sources, pursuant to the terms of Section 4.1 of the Operating Conditions.

The Student Chapter shall be included in the AAPS federal tax chapter exemption for Student Chapters. The Student Chapter shall make the reports required by Section 4.1 of the Operating Conditions and shall perform additional financial and tax accounting tasks upon the request of AAPS.

7. Amendments. Any proposed amendments to this Procedural Guide must be in writing and submitted to the membership for vote, and approval shall require a two-thirds vote of the Student Chapter members, and final approval by the AAPS Board of Directors.