

## ACRP CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is entered into and made effective this 31 day of Jan, 2016 (the "Effective Date") by and between the Association of Clinical Research Professionals, Inc. ("ASSOCIATION"), an Ohio nonprofit corporation, with its principal place of business at 99 Canal Center Plaza, Suite 200, Alexandria, VA 22314, and Northern California ("CHAPTER"), a California [state of incorporation] nonprofit corporation with its principal place of business in Pacific, CA [City, State].

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

### I. Grant of Charter to CHAPTER.

- A. Charter. Subject to the terms and conditions of this Agreement, ASSOCIATION hereby grants to CHAPTER a non-exclusive charter to be a CHAPTER of ASSOCIATION. In so granting this charter, ASSOCIATION recognizes that CHAPTER fulfills the criteria established by ASSOCIATION to constitute a chapter. In accordance therewith, CHAPTER is authorized to use the name "Association of Clinical Research Professionals" acronym "ACRP," and ACRP CHAPTER logo as provided by ASSOCIATION in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with CHAPTER's activities authorized and by in and by this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto and otherwise incorporated herein or subsequently provided to CHAPTER by ASSOCIATION. CHAPTER further agrees to conduct all chapter activities in accordance with the Chapter Affiliation Standards & Expectations ("CASE"), as well as the ASSOCIATION Articles of Incorporation, Bylaws, and exempt purposes and mission.
- B. Term and Termination. This Agreement shall commence on the Effective Date noted above and shall continue until revoked by ASSOCIATION or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender.
- C. Territory. CHAPTER shall represent ASSOCIATION as ASSOCIATION's affiliate in Northern California (the "Territory"), pursuant to and in accordance with ASSOCIATION's mission and purposes as set forth in ASSOCIATION's Constitution and Bylaws or as established by ASSOCIATION's Association Board of Trustees (ABOT) from time to time; however, CHAPTER acknowledges that this designation is non-exclusive in the Territory and that ASSOCIATION may, in its sole discretion, designate other affiliates or chapters in the Territory and may sponsor programs, accept direct members, and conduct other activities within the Territory.
- D. Authorized Activities. ASSOCIATION specifically authorizes CHAPTER to conduct the following activities within the Territory pursuant to the charter granted by this Agreement: chapter meetings, learning events, professional development activities, networking functions, virtual engagement, and such other activities that CHAPTER sees appropriate for its membership base and remains consistent with the mission and purpose of ASSOCIATION.





## II. Membership.


Members of the CHAPTER must also be members of the ASSOCIATION at all times. The terms and conditions of ASSOCIATION membership shall be determined exclusively by the ASSOCIATION, and shall be as set forth in ASSOCIATION'S Bylaws or as otherwise determined by ASSOCIATION. The terms and conditions of membership in CHAPTER shall be determined by CHAPTER, and shall be as set forth in CHAPTER's Bylaws or as otherwise determined by CHAPTER's Board of Directors/Executive Committee; provided, however, that the terms and conditions of membership in CHAPTER shall be consistent in all material ways with the terms and conditions of membership in ASSOCIATION, and are subject to the prior approval of ASSOCIATION.

## III. Obligations of ASSOCIATION.

- A. Program Resources. ASSOCIATION shall support CHAPTER's educational programs in the Territory by selling to or providing CHAPTER with educational materials that may be used in connection with CHAPTER's educational programs. ASSOCIATION shall provide to CHAPTER and update, as needed, a directory or listing of programs, services and membership benefits offered by ASSOCIATION.
- B. Membership Database. ASSOCIATION shall maintain, or arrange for the maintenance of, a database of all members of the CHAPTER, with the method of and responsibility for payment for such maintenance to be determined by ASSOCIATION. CHAPTER will be provided with a list of members upon request.
- C. Tax-Exempt Status. ASSOCIATION confirms that it is currently organized and operated exclusively for charitable, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and has been recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code by the Internal Revenue Service. ASSOCIATION agrees to promptly notify the CHAPTER of any change to its tax-exempt status. ASSOCIATION shall maintain a group exemption and shall include CHAPTER in such group exemption upon CHAPTER's request, provided that CHAPTER complies in a timely manner with Association's requests for information and materials in connection with such group exemption and required reporting.

## IV. Obligations of CHAPTER.

- A. Operational Requirements.
  - 1. CHAPTER shall operate consistently with the most recent version of the CASE, as such document may be updated by ASSOCIATION from time to time. The most current version of CASE is attached to this Agreement as Exhibit A. The CHAPTER shall conduct its activities in strict accordance with the CASE, this Agreement, the ASSOCIATION Articles and Bylaws, and any other written guidance heretofore or hereafter provided by the ASSOCIATION (all of which are incorporated herein by reference).
  - 2. CHAPTER agrees that its governing documents are and shall remain consistent in all material respects with ASSOCIATION's governing documents. In particular, CHAPTER



agrees that its stated purposes shall at all times be the same or materially consistent with those of ASSOCIATION, and that it will conduct its activities at all times in accordance with such purposes. CHAPTER acknowledges and agrees that its governing documents are subject to the review and approval of ASSOCIATION. Any proposed amendments to CHAPTER's Articles (or Certificate) of Incorporation or Bylaws must first be submitted to, and approved by, ASSOCIATION's Executive Director or his/her designee.

3. CHAPTER warrants that it is in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with all applicable laws, regulations, and other legal standards. Further, CHAPTER warrants that it shall at all times maintain all permits, licenses, and other governmental approvals that may be required in any jurisdiction in which CHAPTER operates.
4. CHAPTER shall report directly to the ASSOCIATION Board of Trustees. The CHAPTER agrees to maintain reasonable records related to all of its programs, activities and operations. The CHAPTER shall submit regular written reports, no less than once per year, to ASSOCIATION summarizing its programs, activities and operations, including but not limited to budget and financial statements, and any other information required by the terms of CASE or otherwise required by the ASSOCIATION. Upon the written request of ASSOCIATION, the CHAPTER will permit ASSOCIATION or ASSOCIATION's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to ASSOCIATION copies of such records upon the request of ASSOCIATION.

B. Corporate and Tax Status.

1. CHAPTER warrants that it is an incorporated nonprofit corporation and that it shall at all times operate in a manner consistent with the tax-exempt purposes of ASSOCIATION.
2. CHAPTER shall forward to ASSOCIATION a copy of any adverse notice or other correspondence received from any governmental agency in connection with CHAPTER's corporate or tax status, within seven (7) days of receipt of such notice.
3. CHAPTER shall notify ASSOCIATION in writing of any audit performed by the IRS or any state revenue agency within seven (7) days of the commencement of such audit.
4. CHAPTER hereby authorizes ASSOCIATION to include CHAPTER in ASSOCIATION group tax exemption, and agrees to comply in a timely manner with ASSOCIATION's requests for information and materials in connection with such group exemption and required reporting.




- C. Programs and Activities. The CHAPTER shall endeavor to sponsor programs and activities that serve the purposes and objectives of the ASSOCIATION and shall use its best efforts to ensure that these programs and activities are of the highest quality with respect to program content, materials and logistical preparation. CHAPTER agrees to comply with requirements set forth in the CASE with respect to specific activities, and the maintenance of activity level.

**V. Intellectual Property and Confidential Information.**

**A. Limited License.**

1. In accordance with ASSOCIATION's grant of a charter to CHAPTER, ASSOCIATION hereby grants to CHAPTER a limited, revocable, non-exclusive license to use (i) the name "Association of Clinical Research Professionals," the acronym "ACRP," the CHAPTER logo provided by the ASSOCIATION (collectively, "Marks"); (ii) ASSOCIATION's membership lists with respect to current members of ASSOCIATION located within the CHAPTER's Territory as determined by ASSOCIATION (the "Mailing List"); and (iii) all copyrighted or proprietary information and materials provided by ASSOCIATION to CHAPTER during the Term of this Agreement (the "Proprietary Information") (the Marks, Mailing List, and Proprietary Information collectively referred to as "ASSOCIATION Intellectual Property") in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, with the limited authority to use the ASSOCIATION Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ASSOCIATION.
2. The ASSOCIATION Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by ASSOCIATION. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by ASSOCIATION. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by ASSOCIATION in its sole discretion.
3. The ASSOCIATION Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. In any authorized use by CHAPTER of the ASSOCIATION Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that ASSOCIATION may prescribe. Use of the ASSOCIATION Intellectual Property shall create no rights for CHAPTER in or to the ASSOCIATION Intellectual Property or its use beyond the terms and conditions of this limited and revocable license.
4. CHAPTER hereby grants to ASSOCIATION a limited, revocable, non-exclusive license to use (i) any name, acronym, or logo associated with the CHAPTER; (ii) CHAPTER's mailing





list; and (iii) all copyrighted or proprietary information and materials provided by CHAPTER to ASSOCIATION during the Term of this Agreement (collectively, "CHAPTER Intellectual Property").

5. Except as provided expressly herein, no property, license, permission, or interest of any kind to the use of the ASSOCIATION Intellectual Property or CHAPTER Intellectual Property is created, transferred, or acquired to or by the other party.
  6. CHAPTER agrees that it shall not permit any person or entity to use the ASSOCIATION Intellectual Property, without the express prior written consent of ASSOCIATION.
  7. CHAPTER agrees that it shall not revise or alter the Marks in any way that conflicts with the ASSOCIATION's logo guidelines.
  8. CHAPTER agrees that its usage of ASSOCIATION's Intellectual Property shall be restricted solely to the activities authorized under this Agreement. CHAPTER agrees further that the exploitation of such right of usage shall protect the name and goodwill of ASSOCIATION.
  9. CHAPTER and ASSOCIATION each represent and warrant that it has the full right to grant the licenses provided herein; that it has not previously or in any manner disposed of any of the rights granted herein or granted rights adverse to or inconsistent therewith; that there are no rights outstanding that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted herein; and that its intellectual property does not and will not violate or infringe upon any patent copyright, literary, privacy, publicity, trademark, service mark, or other personal or property right of any third party, or constitute a libel or defamation of any third party.
  10. Upon the termination or expiration of this Agreement, CHAPTER and ASSOCIATION shall (i) immediately cease utilization of the other party's intellectual property; and (ii) return all originals and copies of the other party's intellectual property to the other party (whether printed, electronic, recorded, or in other tangible form) at the other party's request.
  11. If CHAPTER seeks to use the name, acronym, logo, mailing list, or other intellectual property of another affiliate of ASSOCIATION, CHAPTER shall request permission from such affiliate prior to such use.
- B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data (collectively, the "Confidential Information") of the other party. Confidential Information is any information or data designated as such by the party that owns the information or data and/or any information or data that the other party reasonably knows or should know to be confidential or proprietary in nature. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's advance written consent. Each party's Confidential Information shall remain the property of that party and shall be

considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

#### **VI. Relationship of Parties.**

ASSOCIATION and CHAPTER agree that they are, and shall remain, separate legal entities. Neither party, nor any of its members, officers, directors, managers, agents, employees, independent contractors or representatives will (a) be considered an agent, partner, joint venture, employee, or representative of the other party for any purpose whatsoever, (b) have an authority to make any agreement or commitment for, or to incur any liability or obligation in the other party's name or for or on its behalf, and (c) represent to outside parties that they or any of them has any right to bind the other party to this Agreement. CHAPTER is not, and will not be deemed to be, for any purpose, an agent of ASSOCIATION. ASSOCIATION will not be responsible to CHAPTER, or to any governmental authority, for the payment or withholding of any foreign, federal, state or local income, unemployment or other employment-related taxes in connection with any payments to CHAPTER contemplated by this Agreement.

#### **VII. Indemnification.**

Each party agrees to indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, members, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, 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 by reason of: (i) the performance of the party's obligations under this Agreement, (ii) the failure of the party or any of its directors, officers, employee, or other representatives to comply with any term or condition of this Agreement, and/or (iii) the breach of any representation or warranty given or made by the party in this Agreement. This indemnity will require the payment of costs and expenses as they occur. Each party will promptly notify the other upon receipt of any claim or legal action referenced in this Section VII.

#### **VIII. Revocation of Surrender of Charter.**

- A. Revocation of Charter. The charter granted by ASSOCIATION to CHAPTER shall remain in full force and effect unless revoked by ASSOCIATION or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASSOCIATION, through its Association Board of Trustees (ABOT) shall have authority to revoke the charter of CHAPTER if the ABOT determines that the conduct of the CHAPTER is in breach of any provision of this Agreement, ASSOCIATION policy, or the provisions of CASE.



Any decision by ASSOCIATION to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that ASSOCIATION shall provide CHAPTER with sixty (60) days from the date of such notice to cure any alleged breach of this Agreement, or to provide a written response to the proposed revocation for review by the ABOT. In the event that ASSOCIATION determines, in its sole discretion, that CHAPTER has not corrected the condition leading to ASSOCIATION's decision to revoke CHAPTER's charter, ASSOCIATION shall so notify CHAPTER in writing.

- B. Surrender of Charter. CHAPTER may surrender its charter by delivering to ASSOCIATION written notice of its intention to do so no less than ninety (90) days prior to the effective date of such surrender.

#### IX. Miscellaneous.

- A. Entire Agreement. This Agreement (together with any exhibits to it): (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof, and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Governing Law. This Agreement will be governed by, and the rights and liabilities of the parties will be determined, solely in accordance with the laws of the Commonwealth of Virginia, United States of America, except for its conflict-of-laws principles.
- C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- D. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of this Agreement shall remain in full effect.
- E. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, members, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment. ASSOCIATION may assign to any third party all or any portion of this Agreement and its duties under it upon written notice to CHAPTER of any assignment. CHAPTER may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of ASSOCIATION.
- F. Force Majeure. Neither party shall be liable for failure to perform their obligations under this Agreement due to events beyond their reasonable control, including, but not limited to, strikes, riots, terrorism, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

- G. Headings. The headings of the various sections hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- H. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration under the rules of the American Arbitration Association then in force, before a single arbitrator. Said arbitration shall take place in the Commonwealth of Virginia. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration, which may be brought only before a court of competent jurisdiction located within the Commonwealth of Virginia, United States of America. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party, as well as the costs of the arbitration. In connection with the resolution of any dispute, the parties to this Agreement hereby expressly waive their right to litigate or otherwise resolve matters in a trial by jury or in any civil court. Further, each party waives its rights to any extra contractual damages of any kind.
- I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
- J. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement will be in writing and may be served personally, by facsimile, by electronic mail, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred one (1) day after the mailing, sending, or faxing of such notice, to the following addresses or facsimile numbers:

If to ACRP: Association of Clinical Research Professionals, Inc.  
99 Canal Center Plaza, Suite 200  
Alexandria, VA 22314-1443  
United States of America  
Attn: Membership Department, Chapters  
Fax: 703.254.8102

If to Chapter: Bonnie Miller, President N CA Chapter  
1138 Shala Lane  
Pacifica, CA 94044

Attn: \_\_\_\_\_  
Fax: 8 bonnicorniller@comcast.net

*In the event that CHAPTER lacks a permanent business address for service of notice, CHAPTER shall maintain some form of current address on record with ASSOCIATION for service of legal notice and other communications. ASSOCIATION may serve notice upon CHAPTER at such address according to the provisions of this Section.*



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IN WITNESS WHEREOF, This Agreement has been duly executed and delivered by the authorized officers of the parties to be effective as of the last date written below (the "Effective Date").

**ASSOCIATION OF CLINICAL RESEARCH PROFESSIONALS, INC.**

By: \_\_\_\_\_  
ACRP Executive Director or Executive Director Designee

Date: \_\_\_\_\_

ACRP Northern California (Chapter Name) CHAPTER

By: Bonnie W  
Chapter Chair/Chapter President

Date: 31 Jan 2016

## **Exhibit A**

The Chapter Affiliation Standards & Expectations (CASE).

1. The chapter ensures all chapter members are both global and chapter members.
2. The chapter maintained a minimum of 25 members throughout the year.
3. The chapter provided at least two (2) professional development activities per year for members.
4. The Chapter Chair attended every Chapter Chairs teleconference, or designated another representative to attend.
5. The chapter maintained a current website with up-to-date information. (updated at least quarterly)
6. The chapter complied with federal and state reporting requirements.