

AMERICAN PHYSIOLOGICAL SOCIETY
CHAPTER AFFILIATION AGREEMENT
Effective January 1, 2022



This Agreement, effective as of _____, is made between the American Physiological Society (“APS”), a Missouri nonprofit corporation, and _____, a nonprofit corporation (the “Chapter”), for mutual consideration, who agree to work together as follows:

1. Granting of Chapter Status

- a. Charter. APS hereby grants to the Chapter, and the Chapter accepts by action of its governing body, a charter to be a chapter of APS within the geographic territory or region served by the Chapter, such territory or region which shall not in any way overlap or infringe upon the territory or region of any other APS chapter. The Chapter shall use only the designation “An independent chapter of APS” or “An independent chapter of the American Physiological Society,” with authority to use such designation in connection with the activities of the Chapter within its territory or region.
- b. Charter Grant Not Exclusive. Chapter is not entitled to any geographic or other exclusive right – vis-à-vis APS – to solicit or serve members or operate as a chapter of APS. APS may, in its sole discretion, conduct its own activities within any geographic territory or region served by Chapter during the term of this Agreement.
- c. Criteria to Maintain Chapter Status. In order to maintain chapter status, Chapter must meet the criteria set out in Exhibit A by the indicated deadlines, and maintain compliance with such criteria on an ongoing basis as described in Exhibit A. APS reserves the right to change the criteria for chapter status. In the event of any such change, APS shall notify the Chapter no less than 120 days prior to the date such change takes effect. If the Chapter does not wish to comply with any such change in order to retain its chapter status, the Chapter may exercise its termination rights set out in Section 10 below.

2. APS’ obligations under this Agreement shall include the following:

- a. APS shall:
 - i. Make a one-time grant of up to \$2,000 to defray startup costs upon the signing of this Agreement for new Chapters.
 - ii. Permit the Chapter to utilize the APS name in the name of the Chapter, provided that the Chapter adds words distinguishing the Chapter from APS as required by Section 1.a., and adds words distinguishing the Chapter from any existing Chapters of APS. A Chapter name may not have the same acronym as APS.
 - iii. Identify an APS staff liaison as a point of contact to maintain and enhance the APS-Chapter relationship.
 - iv. Notify the Chapter of educational and other opportunities available to Chapter members, including those activities of APS that will take place within the territory or region served by the Chapter.
 - v. Upon the request of the Chapter, circulate or otherwise make available information supplied by Chapter relating to its programs, products and services on the APS website and/or other APS communication vehicles.
 - vi. Upon the request of the Chapter, provide an up-to-date list of APS members, where consent has been provided, residing in [TERRITORY or REGION] showing member name, organizational name, mailing address, email address and primary phone. All

communications sent to APS members on the email list will be provided to APS for written approval prior to being sent to such members.



- vii. APS will provide funds to support the Chapter's annual virtual or face to face meeting in the amount of \$1,000 to assist with an APS lecturer's expenses. The Chapter may also request funds in the amount of \$500 to support students at the Chapter's annual meeting, virtually or face to face.
3. Chapter's obligations under this Agreement shall include the following:
 - a. The Chapter shall:
 - i. Promote membership in APS.
 - ii. Promote and encourage the use of APS programs, products and services.
 - iii. Comply with the criteria for chapter status in effect based on the applicable time period as set out in Exhibit A.
 - iv. Chapter must submit a signed form of the Chapter Affiliation Agreement on an annual basis to include Exhibit A and Exhibit B using the attached forms no later than January 31 of each year.
 4. Access to Records of the Chapter. Upon request by APS, the Chapter shall provide APS with copies of records and such other information as APS may reasonably request to confirm Chapter's compliance with the criteria for chapter status set out in Exhibit A. Chapter shall provide such materials to APS no later than 30 days after the date Chapter receives such request.
 5. Compliance with Laws
 - a. Compliance with Laws. Each party warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Each party warrants that it shall make all required filings, such as annual corporate filings and tax filings, as may affect its corporate or tax status.
 6. Use of APS Trademarks and Materials
 - a. Use of APS Trademark and Materials. Except as specified in Section 1.a, the Chapter shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, or trade names of APS without APS' prior written consent. Furthermore, the Chapter shall not make or cause to be made any copies of APS' educational materials or membership publications, or resell any of same, without APS' prior written consent. With respect to any permitted use of APS' logo, mark, name, or copyrighted materials, the Chapter shall ensure that the applicable copyright or trademark notice is used, pursuant to whatever guidelines that APS shall prescribe. Upon the expiration or termination of this Agreement, all use by the Chapter of APS' proprietary property, such as logos, marks, names, or copyrights, shall end immediately. The Chapter's obligations under this Section 6.a. shall survive the expiration or termination of this Agreement.
 7. Confidential Information
 - a. Confidential Information. Each party shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of the other party's confidential or proprietary information or data owned by the other party which is identified as confidential at the time it is disclosed (collectively, "Confidential Information"). Such Confidential Information shall at all times remain the property of its owner and shall be deemed to be furnished in confidence and solely in connection with the party's obligations under this Agreement.
 - b. Upon the expiration or termination of this Agreement for any reason, the party shall immediately deliver to the owner all written documentation, including copies, of or concerning

such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by its employees, agents or contractors. All digitally-stored data will be certified to have been permanently destroyed/deleted.



- c. The confidentiality obligations under this Section 7.a. shall survive the expiration or termination of this Agreement.
- d. All member-related data shared is considered confidential.

8. Security of Information

- a. Chapter agrees to secure all APS data ensuring protections from unauthorized access, use, or disclosure.
- b. APS data must be secured in a controlled, secure environment, protected from unauthorized access, use, or disclosure.
- c. Access to APS data will be restricted to only those who need to know that information in order to perform their job function.
- d. Chapter contact will notify APS of any known data breach that impacts APS member data.

9. Separate Entities

- a. Separate Entities. APS and the Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no 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. The Chapter is not liable or responsible for the debts or obligations of APS and APS is not liable for the debts or obligations of the Chapter.

10. Term and Termination of Chapter Status

- a. This Agreement commences on the Effective Date and shall automatically renew annually for successive terms of one (1) year unless terminated earlier as provided in Sections 9.b. through 9.e.
- b. Termination for Failure to Comply with Criteria for Chapter Status. In the event the Chapter fails to meet the criteria for requirements by the deadline for attaining such Chapter status set forth on Exhibit A, or fails at any time to maintain such status as required by Exhibit A, APS may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, effective thirty (30) days after the date written notice of termination is sent to the Chapter by APS.
- c. Termination for Material Breach. Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, upon written notice to the other party in the event of the other party's material breach of this Agreement, unless such material breach is cured within thirty (30) days of the receipt of such written notice.
- d. Termination without Cause. Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, for any reason upon ninety (90) days' prior written notice to the other party.
- e. Effect of Termination. Upon delivery of notice of termination, for any reason and by either party, the Chapter shall promptly deliver to APS a current roster of all members of the Chapter, including all contact information, to enable APS to communicate with such members. From and after the date of termination, the Chapter shall cease to identify itself as a chapter of APS, remove any reference to APS from its name, remove the initials "[APS]" from the Chapter's acronym, and may only utilize printed material bearing any mark of APS with APS' express prior written permission for any such post-termination use.



11. Appeal

- a. Appeal. A Chapter may request an opportunity to present an objection to a proposed termination under Section 9 to the APS Council. The APS Council shall have the authority to review whether the proposed termination is consistent with the terms of this Agreement and the authority to (i) permit the termination to proceed, (ii) suspend the termination for a period of time to permit the Chapter to meet specified conditions, or (iii) to withdraw the termination notice.

12. WARRANTY; LIMITATION OF LIABILITY

- a. WARRANTY. APS MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY EDUCATIONAL MATERIALS, EDUCATIONAL PROGRAMS, MEMBERSHIP PUBLICATIONS, OR ANY OTHER ARTICLE OR SERVICE PROVIDED HEREUNDER. ALL GUARANTEES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE, OR OTHERWISE, ARE HEREBY EXCLUDED.
- b. LIMITATION OF LIABILITY. THE CHAPTER ACKNOWLEDGES AND AGREES THAT APS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL APS 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.

13. Miscellaneous

- a. Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire agreement between APS and the Chapter with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.
- b. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
- c. Waiver. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.
- d. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.
- e. Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- f. Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made personally, by courier, by U.S. certified mail (return receipt requested), or by commercial overnight delivery (e.g., FedEx or UPS) to APS at 6120 Executive Boulevard, Suite 600, Rockville, Maryland 20852 or to the Chapter at the home or business address of the President of the Chapter in office at the time the notice is sent. Either party may change the address for such notice by 10 days' prior written notice to the other party.
- g. Termination of Prior Chapter Agreement. This Agreement supersedes and replaces any and all prior chapter agreements between the parties and terminates any such agreement on the effective date of this Agreement.

* * * * *



We have read and agree to be bound by the terms and conditions of this Agreement:

Chapter President Signature Chapter President Name Date

Chapter President-Elect Signature Chapter President-Elect Name Date

APS Officer Signature APS Officer Name Date

EXHIBIT A CRITERIA FOR CHAPTER STATUS

The following criteria must be met within sixty (60) days of the effective date of this Agreement:

1. The Chapter must have at least twenty (20) members. Attach a list of at least twenty (20) members indicating member name, institution and membership category only– no other personal or contact information is required. This list will be used for verification purposes of chapter status only. The President, President-Elect and CAC representative of the Chapter must be current APS members and for the duration of their term.
2. The Chapter must have obtained its own Employer Identification Number.
3. The Chapter must maintain a bank account in the Chapter's name.
4. The Chapter must be incorporated as a nonprofit corporation and be in good standing in its state of incorporation.
5. The Chapter will provide a copy of its bylaws to APS.
6. The Chapter must have, or have started the process for obtaining recognition of, federal corporate tax-exempt status from the IRS, as well as state corporate tax-exempt status in the state in which it is located.

Chapter Representatives

President:

Address:

Telephone:

Email:

Term start:

Term end:

President-Elect:

Address:

Telephone:

Email:

Term start:

Term end:



EXHIBIT B

CHAPTER ANNUAL REPORT FORM enter year here:

Please update the following information for our files and return this form to APS by January 31, of each year:

Chapter Name (Legal Name):

Chapter Employer Information Number (EIN):

Chapter Mailing address:

Telephone:

Website URL, if any:

Chapter Officers

President:

Mailing Address:

Telephone:

Email:

Term start:

Term end:

President Elect:

Mailing Address:

Telephone:

Email:

Term start:

Term end:



Other:

Chapter Advisory Committee Representative:

Mailing Address:

Telephone:

Email:

Term start:

Term end:

As of the filing of this report, is/does the Chapter:

Incorporated?

Yes

No

If yes, please provide Articles of Incorporation.

Have recognition of its federal (501c3) and state tax-exempt status?

Yes

No

If yes, please provide a copy of the Chapter's IRS Determination Letter and proof of state corporate tax-exempt status.

Have a bank account in the Chapter's name and EIN?

Yes

No

Any changes in the Chapter's Bylaws?

Yes

No

If yes, please provide a copy of the modified Bylaws.

Chapter President Signature

Chapter President Name

Date

APS Chapter Liaisons:

Name: Nicole Edmund/Jane Marklin

Address: 6120 Executive Boulevard, Suite 600
Rockville, MD 20852

Email: chapters@physiology.org

Telephone: 301.634-7191/301.634-7929