



AHMP CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the _____ day of _____, 200__ ("Effective Date"), by and between the Alliance of Hazardous Materials Professionals, a corporation duly organized under the laws of the State of Maryland, (hereinafter "AHMP") and _____, [insert CHAPTER Name] an _____ [identify legal entity] organized under the laws of _____ [identify state or province where incorporated] (hereinafter "CHAPTER").

BACKGROUND

AHMP is a professional association with a diverse membership composed of the nation's leading experts in environmental, health, safety and security management; AHMP is devoted to the professional advancement of the hazardous materials management field; its core purpose is to foster a community of professionals and to jointly advocate for the public recognition of the value of the Certified Hazardous Material Manager® (CHMM®) credential and other Environmental Health Security & Safety credentials, the standards they represent, and the professionals who uphold them ("Purposes");

CHAPTER is a _____ [identify state or province] corporation desiring to be an affiliate of AHMP whose primary function is to advance the same purposes as AHMP in the greater _____ region [insert city/geographic area that CHAPTER serves];

CHAPTER wishes for AHMP to assist CHAPTER in matters of common interest and value;

The parties wish a relationship that will encourage collaboration, communication, and a positive, mutually beneficial, and supportive working association; and

AHMP and CHAPTER wish to set forth their mutual understandings and agreements pertaining to entering into an Affiliation Agreement and the grant of a license of intellectual property and the mutual rights and responsibilities created thereby.

AHMP and CHAPTER, agree as follows:

1. Purpose of Affiliation. CHAPTER and AHMP agree that they will use their best efforts to cooperate, plan, promote and further the purposes of AHMP and CHAPTER.
2. License.
 - a) In general. AHMP licenses CHAPTER to use its name, and any and all trademarks or service marks that AHMP now or hereafter owns during the term of this Agreement, in connection with Chapter's provision of services (copies of such Trademarks are in Addendum A). In order to protect its goodwill, AHMP retains the rights to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.
 - b) CHAPTER licenses AHMP to use the CHAPTER's name and logo and shall have the right to use CHAPTER's trademarks in promoting the common interests of AHMP and CHAPTER. CHAPTER shall have the right to approve the same in writing in advance, provided such approval shall not be unreasonably withheld.
3. Acknowledgement.

Chapter acknowledges that AHMP is the lawful owner of the trademarks (located in Addendum A and B) and CHAPTER agrees that it will take no action inconsistent with AHMP's ownership of its name, and the acronym and trademarks.

AHMP CHAPTER AFFILIATION AGREEMENT

4. AHMP agrees to provide the CHAPTER with the following services:
- a) Technical. AHMP will provide CHAPTER with information about chapter leadership and management located in the chapter resources section on the AHMP web site, in addition to the other resources available on the AHMP web site.
 - b) Tax Information. AHMP will provide CHAPTER with up-to-date legal and tax information for not-for-profit business purposes including completion of IRS 990 Form located in the chapter resources section on the AHMP web site.
 - c) Education. AHMP will assist CHAPTER in developing and presenting educational programs.
 - d) EHMM Course. AHMP will provide CHAPTER the EHMM Course to assist CHAPTER in generating additional revenue. This will require CHAPTER signing separate Letter of Agreement with AHMP located in the chapter resources section on the AHMP web site.
 - e) Membership development. AHMP will provide CHAPTER membership tools, sample presentations and templates for recruitment and retention purposes located in the chapter resources section on the AHMP web site.
 - f) Marketing. AHMP will provide CHAPTER with list of newly certified CHMM's, new AHMP members and prospects in CHAPTER geographical location for marketing CHAPTER products and services.
 - g) Annual dues billing. AHMP will invoice and collect CHAPTER annual membership dues for those participating in the combined dues program.
 - h) AHMP representation. At the request of the CHAPTER, AHMP will meet in-person or via conference call with CHAPTER membership to discuss topics per CHAPTER request. Financial assistance may be available and will be based on Chapter's financial strength or need.
 - i) Representation at AHMP National Conference. A CHAPTER delegate is encouraged to attend the AHMP National Conference annually according to Policy 05-001 – Volunteer Benefits. (Addendum C)
5. CHAPTER agrees to:
- a) Adopt and maintain bylaws similar to those attached to this Agreement (except with respect to the definition of membership and individual dues), and to submit all proposed amendments (other than those directly relating to the definition of membership and individual dues) to Chapter bylaws to the AHMP not less than sixty (60) days before the date proposed for their adoption by Chapter membership. This is done to give AHMP the opportunity to identify any modifications that may affect this agreement so appropriate discussion with Chapter may occur. In the event that CHAPTER adopts amendments which, after review by AHMP, are inconsistent with this Agreement and/or may create legal liability for AHMP, the chapter status may be terminated by AHMP.
 - i. Existing chapters are grandfathered in using existing bylaws.
 - ii. New chapters must use the template bylaws provided by AHMP for 3 years
 - b) Purposes and Activities. Be organized and operated at all times for educational, networking and charitable purposes.
 - c) Financial Statements and Tax Returns. CHAPTER is responsible for obtaining its own tax exemption and filing its own information and tax returns as required by applicable law.
 - d) Compliance with Laws. CHAPTER shall comply with all applicable laws governing it, including, but not limited to corporate and tax laws. CHAPTER will keep current all legal status, licenses and government grants, including, but not limited to: corporate status, national, state and local tax exemptions, and business licenses.
 - e) Membership. The CHAPTER must be able to meet the minimum membership requirement of ten (10) members in the CHAPTER. Existing chapters shall have one year from execution of this document to meet this requirement.
 - f) Dues. Depending upon if the CHAPTER participates in the AHMP Combined Dues Program, CHAPTER agrees to determine the CHAPTER's dues rate for the upcoming year and to notify AHMP by August 31st of each year if the dues rate will change from that of the previous year.
 - g) Annual Report. CHAPTER agrees to file an annual report with AHMP, no later than January 31st of the year portraying information for the previous calendar year, which report shall include any

AHMP CHAPTER AFFILIATION AGREEMENT

- changes in the articles and bylaws, together with such other information as AHMP shall reasonably require.
- h) Membership List. CHAPTER agrees to share membership lists, meeting rosters, member prospect lists, mailing lists with AHMP for the purpose of marketing AHMP's products and services, to the extent authorized by individuals and organizations providing such information to the CHAPTER, and subject to and limited by, any state or federal privacy laws or regulations regarding the sharing of such information.
6. Best Efforts. The parties agree to use their best efforts in the performance of this Agreement and the fulfillment of its purposes.
7. Term/Termination. This Agreement shall be effective on the date above written, and shall continue in effect until terminated. Either AHMP or CHAPTER may terminate this Agreement upon 30 days' notice in writing to the other party.
- a) Upon termination of this Agreement for any reason:
- i. Except as otherwise specifically stated therein, the license granted in Section 2 herein shall immediately cease and CHAPTER shall cease all use (if any) of AHMP's name, acronym, logo or any other intellectual property and CHAPTER may no longer claim any affiliation with AHMP;
 - ii. CHAPTER's license to use any other AHMP's Intellectual Property including, but not limited to: all marks, logos, membership lists, and copyrighted materials, shall also cease and CHAPTER will no longer use such Intellectual Property and shall return to AHMP any and all copies of the Intellectual Property regardless of the form in which it appears or is stored; and
 - iii. AHMP's license to use any Chapter Intellectual Property including, but not limited to: all marks, logos, membership lists, and copyrighted materials, shall also cease and AHMP will no longer use such Intellectual Property and shall return to Chapter any and all copies of the Intellectual Property regardless of the form in which it appears or is stored; and
 - iv. AHMP shall have no further responsibility or obligation under paragraph 4 of this Agreement. Chapter shall have no further responsibility or obligation under paragraph 5 of this Agreement.
- b) The parties recognize that AHMP's Intellectual Property is one of AHMP's most valuable assets and that willful unauthorized uses, or violation of the licensing of the Intellectual Property, will cause AHMP harm. The parties also agree that such harm will be difficult to quantify and the parties agree that such would entitle AHMP to immediate injunctive relief as well as the collection of liquidated damages in the amount of five-thousand dollars (\$5,000.00) per violation.
8. Indemnification. The parties agree to indemnify and hold each other and/or AHMP's members or other chapters harmless for all claims, liabilities, judgments and costs, including attorneys' fee and court costs, of third persons arising out of the negligent acts, omissions or willful acts of each other in connection with this Agreement. AHMP and CHAPTER will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.
9. Mediation and Arbitration of Disputes. The parties agree that all disputes arising under this Agreement shall be resolved exclusively through mediation by AHMP's legal counsel, or by arbitration under the rules of the American Arbitration Association, using a professional arbitrator agreed to by both parties. Unless otherwise agreed, the arbitration, if any, shall take place in Maryland. The arbitrator's decision shall be final and binding on all parties.
10. Representations and Warranties. The parties' represent that the undersigned has the authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein.

