

## PRINCIPLES OF AFFILIATION

This Agreement, entered into by and between the Academy of Nutrition and Dietetics, an Illinois not-for-profit corporation ("Academy") and [redacted] ("Affiliate") this, [redacted] day of [redacted], shall form the basis of a cooperative working relationship between these parties.

### RECITALS:

- a. The Academy, an international association of food, nutrition, and dietetic professionals, sanctions and supports a network of independent chapters (Affiliates), whose members are also members of the Academy.
- b. The Academy and its Affiliates have the common purpose of serving the profession, the public, and their members in such areas as continuing professional education, public information on nutrition and health, government advocacy and relations, membership recruitment, development of Academy leadership, and public relations.
- c. The Academy and Affiliate, a nonprofit corporation incorporated under the laws of and located in [redacted], wish to participate in a mutually cooperative and beneficial arrangement to achieve their common purpose, and to establish mutual rights and obligations pursuant to that arrangement.

### TERMS AND CONDITIONS

Now therefore, in exchange of the mutual obligations of the parties to each other, as set forth below, the parties agree:

#### 1. Recognition of Status

The Academy hereby recognizes Affiliate as the authorized Affiliate of the Academy for the geographic region that it represents; bearing all rights and privileges of affiliation with the Academy, including financial support described in Section 2 below, subject to such guidelines as may be developed by the Academy in accordance with this Agreement. Affiliate's region shall be

[redacted] ("Affiliate's Region").

#### 2. Membership

- (a) **Members of Affiliate:** Only members of the Academy may be members of Affiliate. Each Academy member who resides within Affiliate's Region, and who does not elect to be the member of a different Affiliate, or who lives elsewhere but elects to be a member of Affiliate, shall be a member of Affiliate. The terms and conditions of membership in the Affiliate will be established by Affiliate, but shall not be inconsistent with the terms of conditions for membership in the Academy.

(b) **Dues:** The Academy shall collect dues from the Academy's members and shall rebate to the Affiliate 20% of those membership dues collected from each member of the Affiliate (the "Rebate"), less such expenses (including but not limited to insurance, bank fees, and credit card fees) as may be otherwise referenced here or determined at a later time, provided Affiliate satisfies its obligations upon which the Rebate is contingent under Section 4 of this Agreement. The Academy may, in its sole discretion, provide to smaller affiliates such larger rebate as the Academy may determine each fiscal year to be appropriate to improve the affiliate's fiscal wellbeing. Nothing herein shall preclude Affiliate, with the consent of its members, from charging additional dues to, or assessing additional amounts from, its members.

#### 3. Academy's Obligations

- a) The Academy shall work cooperatively with Affiliate to assist in conducting Affiliate's business and fulfilling its purpose and mission in such ways as Affiliate may reasonably request. Where appropriate, as where aspects of the assistance may require the Academy to incur additional costs, the Academy may require Affiliate, subject to Affiliate's agreement, to compensate the Academy for such assistance. The Academy shall provide Affiliate with additional services as are set forth in an Affiliate Orientation Manual provided and updated by the Academy from time to time.
- b) The Academy shall purchase, on behalf of and for the benefit of Affiliate, insurance coverage for General Liability, Directors and Officers Liability, Errors and Omissions, and such other insurance coverage as is deemed prudent by the Academy from time to time, through the Academy's authorized insurance provider, and shall deduct such insurance premium from Affiliate's Rebate. Coverage includes internal and external districts. Nothing herein shall preclude Affiliate in its discretion from obtaining additional insurance coverage.

c) The Academy shall ensure that all members of Affiliate, upon assessment and/or payment of their Academy's dues, are properly advised as to the portion of their dues that are used for lobbying expenditure, and that therefore cannot be tax deductible.

d) The Academy shall provide access to membership information based on the Academy's membership database.

e) The Academy shall grant Affiliate a license to use and reproduce the logo and name of the Academy, as described in Section 5.

f) The Academy may, if requested by Affiliate, provide assistance to Affiliate in its efforts to engage in government affairs initiatives that are consistent with the Academy's positions and interests.

#### 4. Affiliate Obligations

a) **Legal Status:** Affiliate shall register and maintain Affiliate in good standing as a not-for-profit corporation with the Secretary of State, or other appropriate governmental agency, of the jurisdiction in which Affiliate operates, and shall comply in all respects with applicable law.

b) **Federal Tax Exemption:** Affiliate shall obtain and maintain tax-exempt status from the United States Internal Revenue Service under Section 501(c) of the Internal Revenue Code ("IRC") and operate its affairs in accordance with the IRC and State tax laws, including annual filings of IRS Form 990 tax return, and such other tax returns required by the State of its incorporation

c) **Reporting Requirements:** Affiliate shall submit to the Academy's Affiliate Management Team the following information and reports,

- By August 1 of each year, a Certificate of Good Standing issued by the state from the current membership year or a copy of the most recently filed annual report filed with the state of incorporation.
- By August 1 of each year, a copy of federal (IRS form 990) and state income tax filings for affiliate and foundation (if applicable); or if affiliate has less than \$50,000 in gross revenue, a copy of the annual notice with the IRS containing basic contact and financial information.
- By August 1 of each year, Principles of Affiliation Agreement signed by President
- By August 1 of each year, Affiliate Annual Report and Assessment
- By August 1 of each year, current affiliate bylaws.
- By August 1 of each year, a copy of Affiliate District Agreements (if applicable)

d) **Districts:** Affiliate shall have the option, at its discretion, of permitting some of its members to form one or more sub-groups within the Affiliate's Region, each of which shall be called a District. Districts shall be organized geographically within the Region, and the Affiliate shall maintain a relationship with the Districts, requiring a written agreement, by which the Districts shall be generally accountable to the Affiliate.

e) Only members of the Academy may be members of the district.

f) **Bylaws:** Subject to the requirements of the laws governing the Affiliate's operations, Affiliate shall adopt bylaws consistent with the bylaws of the Academy, including those related to the following Academy bylaw provisions; categories, definitions, rights and privileges of membership; and delegate representation in the House of Delegates.

g) **Charitable Foundation:** To the extent that Affiliate elects, at its option, to establish a charitable foundation to receive public contributions and engage in education programs, research projects, scholarship awards and other charitable activities, Affiliate shall establish the foundation as an independently incorporated not-for-profit corporation; shall register as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code; shall permit the foundation to operate separate from Affiliate and file its own federal and state annual tax returns; and shall comply with such other legal requirements as may be necessary under state or federal law.

h) **Registered Agent:** Affiliate shall, as required by the State in which it is incorporated, appoint a responsible individual or entity which shall be authorized to receive official correspondence, formal notifications, and service of process on behalf of Affiliate and its foundation (its “Registered Agent”). Affiliate shall take such steps as are required by state law to register the registered agent with the Secretary of State or other appropriate agency of the State.

i) **Insurance:** Affiliate shall carry and maintain policies of insurance for General, Directors and Officers, and Errors and Omissions liability, as arranged and paid for by the Academy, and shall permit the Academy to deduct the cost of such insurance from the Rebate, as provided in Section 3b) above.

j) **Government Affairs:** Affiliate shall, where necessary and appropriate, engage in government affairs efforts consistent with the policies and interests of the Academy. Affiliate shall advise the Academy of any such efforts, shall take no position in such efforts that is inconsistent with the Academy's publicly stated positions and interests, and shall coordinate all such efforts with the Academy.

k) **Retention of Rebate:** Should Affiliate fail or refuse, for 30 days of the specified deadline, to comply with provisions a), b), c), d), and e) of this section, the Academy shall retain all subsequent Rebates until compliance is forthcoming. In the event the affiliate is not compliant within a fiscal year, compliance for the subsequent fiscal year will be required before additional rebates are distributed.

## 5. Intellectual Property

a) Affiliate acknowledges that the Academy is the exclusive owner of the Academy name and corresponding logo. The Academy grants Affiliate a non-exclusive, royalty free right to use and reproduce the Academy Logo or name in combination with the name of Affiliate in a manner acceptable to the Academy. Affiliate’s use of the Academy Logo or name in conjunction with the affiliate name shall be solely for purposes consistent with Affiliate' purpose and mission, which can include its authorized publications, web pages, stationery and literature. No participant, member or agent of Affiliate shall use or otherwise be authorized to reproduce the Academy Logo or name for any individual purpose, or for the benefit of a third party, except as may be expressly authorized by the Academy. Affiliate may not license, authorize, or otherwise grant to any individual or entity a right to use the Academy Logo or name. Other than identified in this Section, the Academy grants no other rights in its other intellectual properties to Affiliate.

## 6. General Terms

a) **Separate Corporate Entities:** Affiliate and the Academy expressly acknowledge and agree that they are, and intend to remain, separate and independent corporate entities and as such shall not purport to represent the other, or incur any liability, obligation or expense on behalf of the other, except as specifically provided for in this agreement. Neither party shall, by virtue of this Agreement, be entitled to act as the agent or legal representative of the other.

b) **Indemnification:** Affiliate and the Academy agree to indemnify and hold each other harmless, including their respective officers, directors, and employees, from and against any suit, claim, obligation, cost or expense which may arise by reason of the act or omission of the indemnifying party.

c) **Effect:** This Agreement shall be deemed to have been made in the State of Illinois and shall be construed according to Illinois law.

d) **Execution of Documents:** Affiliate agrees to cause its authorized agent to execute all documents required under this Agreement.

e) **Cooperation:** Affiliate and the Academy agree to take all actions necessary to effectuate the purposes of this Agreement and to refrain from any activities that may frustrate the purposes hereof.

## 7. Term and Termination

The term of this Agreement shall extend from the effective date set forth in the opening paragraph of this Agreement, or until a subsequent comparable agreement between the Academy and Affiliate is executed, In the case of a breach by either party of its

obligations hereunder, the non-breaching party may terminate the Agreement by giving written notice of the breach, and cease performance of its own obligations at the end of the current fiscal cycle or year, provided that the breaching party shall have ninety (90) days after such written notice to cure any breach. The Agreement shall also terminate immediately in the event that either party shall cease operations.

**8. Whole Agreement**

This Agreement shall be the entire agreement between the parties and may be modified or amended only in writing as approved and executed by both parties.

The parties hereto have caused this Affiliate Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

ACADEMY OF NUTRITION AND DIETETICS

By

Date

Its Chief Executive Officer

AFFILIATE

ATTEST

By

Its President

Its Treasurer

Date

Date





The parties agree that the electronic signature of any or all parties will be effective and binding when applied to this Agreement.