

AMERICAN ASSOCIATION OF CARDIOVASCULAR and
PULMONARY REHABILITATION
AFFILIATE AGREEMENT

This Agreement, effective the _____ day of _____, 200___, is made between the American Association of Cardiovascular and Pulmonary Rehabilitation (“AACVPR”), a non-profit corporation, and _____, a nonprofit corporation _____ (unincorporated or incorporated) association (the “Affiliate”), for mutual consideration, and agree to work together for the betterment of the association and affiliates as follows:

1. GRANT OF CHARTER

1.1 Charter. AACVPR hereby grants to the Affiliate, and the Affiliate accepts by action of its governing body, a charter to be an Affiliate of AACVPR. The Affiliate shall retain it’s own name, but identify themselves as “An Affiliate of AACVPR” name as identified above, subject to the following terms and conditions, during the terms of this Agreement.

1.2 Territory. The Affiliate is authorized to operate in the specific geographic area identified in Exhibit A

2. OBLIGATIONS OF AACVPR

AACVPR’s obligations under this Agreement shall include the following:

2.1 AACVPR shall charge the AACVPR staff with the duty to maintain and enhance the AACVPR-Affiliate relationship by:

- a) Provide periodic national office updates from the AACVPR President or Executive Director to the Affiliate President
- b) Provide two complimentary tickets to the Affiliate President’s Luncheon at the AACVPR annual meeting
- c) Provide reimbursement update teleconferences for the Affiliate reimbursement representative or Affiliate President periodically per calendar year.
- d) Provide one complimentary ticket to an annual leadership workshop offered in conjunction with the annual meeting or via teleconference.

- e) Provide access to an Affiliate mentoring program.
- f) At the Affiliate's annual meeting, Board members of the AACVPR will provide an AACVPR update (*State of the Organization*) if requested (pending availability). The Affiliate will assume responsibility for expenses; no honorarium will be due if the presentation is limited to an AACVPR update.
- g) Provide discounted AACVPR CEU credits for the Affiliate annual meeting.
- h) Provide grants for Affiliate projects through the Affiliate Grant Program.
- i) Notify the Affiliate of educational and other opportunities available to Affiliate members, including those activities of AACVPR that will take place within the territory of the Chapter.
- j) Provide a complimentary AACVPR membership list (sent electronically) of the Affiliate local area once per year to the Affiliates for use in membership recruitment/retention or program marketing.

2.2 AACVPR shall notify Affiliate of changes to criteria for eligibility to be an Affiliate within 60 days of that change.

3. OBLIGATIONS OF THE AFFILIATE

The Affiliate's obligations under this Agreement shall include the following:

- 3.1 The Affiliate shall:
 - a) Ensure that the Affiliate President is a current member of AACVPR. The President-elect will strongly be encouraged to be a member of AACVPR as well.
 - b) Promote and encourage membership in the AACVPR and support AACVPR programs to other members of the Affiliate.
 - c) Track and report to AACVPR the number of affiliate members who are AACVPR members and non-members.

- d) Provide updated electronic Affiliate membership list to AACVPR annually to be used for AACVPR membership recruitment and marketing.
- e) Provide annual update of the Affiliate organization to include the names of the leaders, a summary of educational programs and meetings, and an overview of activities of the Affiliate organization.
- f) Consider sponsorship of a speaker or session at the AACVPR national meeting (not required)

4. USE OF AACVPR TRADEMARK AND COPYRIGHTED MATERIALS;
CONFIDENTIAL INFORMATION

4.1 Limited License. Except as specified in Section 1.1, the Affiliate shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of AACVPR without AACVPR's prior written consent.

In accordance with United States copyright law, the Affiliate shall not make or cause to be made any copies of AACVPR's educational materials or membership publications, or resell any of same, without AACVPR's prior written consent. With respect to any permitted use of AACVPR's logo, mark, name, or copyrighted materials, the Affiliate shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law, the laws of applicable states, and any other guidelines that AACVPR shall prescribe. In any event, upon expiration or termination of this Agreement, all use by the Affiliate of AACVPR's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. The Affiliate's obligations to protect AACVPR's property under this Section 4.1 shall survive the expiration or termination of this Agreement.

5. SEPARATE ENTITIES; INDEMNIFICATION; AACVPR ACTIVITIES

5.1 Separate Entities. AACVPR and the Affiliate 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 Affiliate is not liable or responsible for the debts or obligations of AACVPR and AACVPR is not liable for the debts or obligations of the Affiliate.

5.2 Indemnification. In furtherance of the above intention and agreement, AACVPR hereby agrees to indemnify and hold harmless the Affiliate, 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 AACVPR, or any of its officers, directors, members, or employees thereof. The Affiliate hereby agrees to indemnify and hold harmless AACVPR, 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 the Affiliate, or any of its officers, directors, members, or employees thereof.

5.3 AACVPR Activities. AACVPR may, in its sole discretion, conduct its own activities within the specified geographic area identified on Exhibit A during the term of this Agreement. AACVPR reserves the right to modify or change the geographic areas described in the AACVPR Exhibit A.

6. TERMINATION OF CHARTER

Either party may terminate the charter granted to the Affiliate, with all of its attendant rights and obligations, (a) for any reason upon ninety (90) days written notice to the other party, and (b) upon ten (10) days notice to the other party in the event of the other party's material breach of this Agreement; provided, an Affiliate may request an opportunity to present an objection to a proposed termination to the AACVPR Board of Directors, in which case the proposed termination shall not become effective until ratified by the AACVPR Board of Directors. Notwithstanding anything in this Agreement to the contrary, upon delivery of notice of termination, for any reason and by either party, the Affiliate shall promptly deliver to AACVPR a current roster of all members of the Affiliate, including all contact information, to enable AACVPR to communicate with such members. From and after the date of termination, the Affiliate shall cease to identify itself as a chapter or Affiliate of AACVPR and may only utilize printed material bearing any mark of AACVPR with AACVPR's specific written permission for post-termination use.

7. WARRANTY; LIMITATION OF LIABILITY

7.1 WARRANTY. AACVPR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS 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.

7.2 LIMITATION OF LIABILITY. THE AFFILIATE ACKNOWLEDGES AND AGREES THAT AACVPR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE AFFILIATE MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL AACVPR 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.

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire Agreement between AACVPR and the Affiliate with respect to the subject matter hereof. This Agreement may be amended only in writing as executed by both parties.

8.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any disputes shall be Chicago, Illinois.

8.3 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.

8.4 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.

8.5 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.

8.6 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or mail addressed or directed to AACVPR at 401 North Michigan Avenue, Suite 2200, Chicago, Illinois 60611 or the Affiliate at the home or business address of the President of the Affiliate in office at the time the notice is sent. Changes of address for the leadership of Affiliate organizations must be communicated to the AACVPR National Office within 10 business days.

Signature page to follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

[AFFILIATE]

AMERICAN ASSOCIATION OF
CARDIOVASCULAR and PULMONARY
REHABILITATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

GEOGRAPHIC AREA OF AFFILIATE