**IASA CHAPTER AFFILIATION AGREEMENT**

 THIS AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between Insurance Accounting & Systems Association ("ASSOCIATION"), a *North Carolina* nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, with its principal place of business Durham, NC, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("CHAPTER"), a unincorporated nonprofit organization exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code, with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 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. ASSOCIATION hereby grants to CHAPTER a non-exclusive charter to be a chapter of ASSOCIATION. In accordance therewith, CHAPTER is authorized to use the name “ INSURANCE ACCOUNTING & SYSTEMS ASSOCIATION,” acronym “IASA,” and logo of ASSOCIATION in or in connection with CHAPTER’s name, acronym and logo, with the authority to use such marks in connection with CHAPTER’s 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.

 B. Term and Termination. The Term of this Agreement shall commence on the Effective Date set forth 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Territory"), pursuant to and in accordance with ASSOCIATION's mission and purposes as set forth in ASSOCIATION's Articles of Incorporation and Bylaws or as otherwise established by ASSOCIATION's Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the Territory and that ASSOCIATION may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

 D. Authorized Activities. ASSOCIATION specifically authorizes CHAPTER to conduct the following activities within the Territory: educational events, networking events, golf or other community engagements, and such other activities as may be consistent with the mission and purposes of ASSOCIATION and in which ASSOCIATION may from to time to time authorize CHAPTER to engage.

II. Membership.

 Members of the ASSOCIATION are members of the CHAPTER as designated by zip code or by request of member. The terms and conditions of membership in ASSOCIATION shall be determined exclusively by ASSOCIATION. The CHAPTER may not change any membership terms and must adhere to such terms and conditions of membership in CHAPTER’s Bylaws. [All ASSOCIATION membership dues shall be collected directly from members by ASSOCIATION and no CHAPTER dues are permitted.]

III. Obligations of ASSOCIATION.

 ASSOCIATION's obligations under this Agreement shall include:

A. Provide CHAPTER with coverage under an Officer & Director Liability Insurance Policy.

B. Provide CHAPTER Logo and associated brand guidelines for usage.

C. Event Registration support to be defined annually by ASSOCIATION.

D. Event Marketing support to be defined annually by ASSOCIATION.

E. Provide current CHAPTER membership rosters as requested by CHAPTER.

F. Maintain the group exemption with the Internal Revenue Service (“IRS”) providing exemption from federal income tax under Section 501(c)(6) for CHAPTER (note that this does not eliminate the need for CHAPTER to file the appropriate version of the IRS Form 990 each year with the IRS).

IV. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

 A. Corporate and Tax Status. CHAPTER warrants that [it is unincorporated as a nonprofit, that it shall remain in good standing, and is and] shall not take any actions that would jeopardize CHAPTER’s recognition by the IRS as a 501(c)(6) tax-exempt organization, including but not limited to the obligation to file the appropriate version of the IRS Form 990 each year with the IRS.

 B. Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of ASSOCIATION, CHAPTER agrees to adopt the Chapter Minimum Bylaws set forth by ASSOCIATION as the BYLAWS of CHAPTER. Such CHAPTER Bylaws are, and shall remain, consistent in all material respects with the Minimum Bylaws attached hereto as Exhibit A and incorporated by reference herein. Any amendments to CHAPTER’s Bylaws must first be submitted to, and approved by, ASSOCIATION. CHAPTER shall have as its purposes those set forth in the Minimum Bylaws attached hereto, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in ASSOCIATION's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by ASSOCIATION (all of which are incorporated by reference herein).

 C. Compliance with Laws. 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 maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, CHAPTER warrants that it shall make all required filings, such as annual corporate reports and tax filings, that may affect its corporate or tax status (note that the corporate reports do not apply in the event that CHAPTER is not incorporated).

 D. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain reasonable records related to all of its programs, activities and operations. CHAPTER shall submit annually a Chapter Operations Form, budget, and financial statements. Upon the written request of ASSOCIATION and at ASSOCIATION’s expense, CHAPTER shall 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.

 E. Programs and Activities. CHAPTER shall endeavor to conduct programs and activities that align with the values and further the mission and objectives of ASSOCIATION and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through ASSOCIATION in support of such programs and activities. CHAPTER shall send to ASSOCIATION on a regular basis a schedule of upcoming meetings, conferences and webinars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. ASSOCIATION may, at its sole discretion, send representatives to observe such programs and activities.

F. Other Obligations:

1. Maintain and submit to the ASSOCIATION a copy of Chapter Articles of Incorporation (if incorporated), Bylaws, Policies & updated Board of Directors annually within 30 days of term start date.
2. Submit to ASSOCIATION annually a copy of CHAPTER’s annual report filed with the state (if incorporated and required by the state).
3. Submit to ASSOCIATION a copy of CHAPTER’S IRS Form 990 filed with the IRS.
4. Submit annual budget to the ASSOCIATION within 30 days of term start date. Submit year-end financial statements/annual report within 45 days of year-end.
5. Submit to the ASSOCIATION, all required forms and documents to support any IRS Statement of Purpose and 990 filings annually that IASA may do on behalf of chapters.
6. Provide CHAPTER members with a minimum of two (2) CHAPTER events per year (one must provide CPE level content). Chapter has full discretion over type of event held to include but not limited to, webinars, networking, ½ day or multi day conferences or any event that is in partnership with a National IASA Xchange™ or IASA Xchange lite event.
7. .
8. Ensure all NASBA standards set forth by NASBA and ASSOCIATION are strictly adhered to and provide any necessary corresponding documents for data validation.
9. CHAPTER will support and adhere to any and all fees determined necessary by IASA to provide registration and event marketing support as well as maintaining NASBA CPE requirements.
10. CHAPTER will not hold events at dates in times that are in conflict with National events. National events are defined as IASA Xchange™ and IASA Xchange™ lite. CHAPTER events shall not be held within 30 days prior or post to IASA Xchange™ and within 21 days prior or post to IASA Xchange™ lite events.
11. CHAPTER will support ASSOCIATION as it relates to ASSOCIATION’S performance of certain obligations under an enterprise sponsorship agreement. CHAPTER agrees to perform such activities as may be required by ASSOCIATION in the fulfillment of such a sponsorship agreement.

V. Intellectual Property and Confidential Information.

 A. Limited License. In accordance with ASSOCIATION’s non-exclusive grant to CHAPTER to be a chapter of ASSOCIATION in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use (i) the name “Insurance Accounting and Systems Association,” acronym “IASA,” logo of ASSOCIATION “[insert logo of ASSOCIATION],” and other ASSOCIATION trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the “Marks”), (ii) ASSOCIATION’s membership mailing and electronic mailing lists with respect to past, current or prospective members of ASSOCIATION located within the Territory (hereinafter collectively referred to as the “Mailing List”), and (iii) all copyrighted or proprietary information and materials provided by ASSOCIATION to CHAPTER during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”)(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the “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 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.

 1. The Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. The Intellectual Property may be used by CHAPTER of ASSOCIATION if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. 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.

 2. ASSOCIATION’s or CHAPTER’s logo may not be revised or altered in any way, and must be displayed in the same form as produced by ASSOCIATION. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of ASSOCIATION.

 3. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without ASSOCIATION's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without ASSOCIATION's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for any individual’s personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of ASSOCIATION, discredits ASSOCIATION or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between ASSOCIATION and CHAPTER, including but not limited to the assertion or representation that CHAPTER is an independent entity not affiliated with or controlled by ASSOCIATION.

 4. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of ASSOCIATION.

 5. In any authorized use by CHAPTER of the 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.

 6. ASSOCIATION shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. ASSOCIATION reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER’s usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

 7. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

 B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. 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 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 and 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 that 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.

The relationship of ASSOCIATION and CHAPTER to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of ASSOCIATION. For the avoidance of doubt, the obligations set forth in Section IV herein shall not be subject to this Section VI.

VII. Indemnification.

 CHAPTER shall indemnify, save and hold harmless ASSOCIATION, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. This indemnity shall require CHAPTER to provide payment to ASSOCIATION of costs and expenses as they occur. CHAPTER shall promptly notify ASSOCIATION upon receipt of any Claim and shall grant to ASSOCIATION the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter.

 A. Revocation of Charter. The charter granted by ASSOCIATION to CHAPTER hereunder shall remain in full force and effect unless and until revoked by ASSOCIATION or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASSOCIATION, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. 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 90 days from the date of such notice to cure any alleged breach of this Agreement. 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. ASSOCIATION's decision shall become final unless, within 30 days of its receipt of written notice from ASSOCIATION, CHAPTER delivers to ASSOCIATION a written notice to appeal such determination. Upon the filing of such an appeal notice, CHAPTER shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of ASSOCIATION pursuant to the applicable rules or procedures prescribed by ASSOCIATION's Board of Directors. The decision of ASSOCIATION's Board of Directors upon such appeal shall be final and not subject to further appeal.

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

IX. Miscellaneous.

 A. Entire Agreement. This Agreement: (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. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

 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. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of North Carolina. 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. 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.

 E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of North Carolina. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of North Carolina. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of North Carolina.

 F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

 G. 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, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

 H. Headings. The headings of the various paragraphs 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.

 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 and the same instrument.

 J. 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 the Agreement shall remain in full effect.

 K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

 L. 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 shall be in writing and may be served personally, by certified U.S. mail/return receipt requested, or by commercial delivery service (e.g., UPS or FedEx) to the following addresses:

 If to ASSOCIATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone (\_\_\_) \_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_

 If to CHAPTER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Attn.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone (\_\_\_) \_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_

**\* \* \* \* \***

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

 [Name of Association]

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Chapter]

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Model Chapter Bylaws**