

Art Libraries Society of North America (ARLIS/NA)
CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between the Art Libraries Society of North America, "ARLIS/NA," a District of Columbia, United States of America, nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____ ("CHAPTER").

The parties hereby agree as follows:

- I. Grant of Charter to CHAPTER.
 - A. Charter. ARLIS/NA hereby grants to CHAPTER a non-exclusive charter to be a chapter of ARLIS/NA. For only as long as this Agreement remains in effect, CHAPTER is authorized to use the name "Art Libraries Society of North America," the acronym "ARLIS/NA," and the logo of ARLIS/NA in or in connection with CHAPTER's name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached to or incorporated in this agreement, or subsequently provided to CHAPTER by ARLIS/NA.
 - B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by ARLIS/NA or surrendered by CHAPTER, pursuant to the terms of the ARLIS/NA Bylaws and this Agreement for revocation and surrender.
 - C. REGION. CHAPTER shall be considered an ARLIS/NA chapter within _____ (the "REGION"), pursuant to and in accordance with ARLIS/NA's mission and purposes as set forth in ARLIS/NA's Articles of Incorporation, Bylaws, Policy Manual, Chapter Success Book, or as otherwise established by ARLIS/NA's Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the REGION.
 - D. Authorized Activities. ARLIS/NA specifically authorizes CHAPTER to conduct activities within the REGION as outlined in the Chapter Success Book and the Policy Manual, as well as other activities that are consistent with the mission and purposes of ARLIS/NA.

9/19/2006

II. Membership.

Members of CHAPTER also must be members of ARLIS/NA. The terms and conditions of membership in ARLIS/NA shall be determined exclusively by ARLIS/NA. The terms and conditions of membership in CHAPTER shall be identical to or substantially the same as the terms and conditions of membership in ARLIS/NA and shall be set forth in CHAPTER's Bylaws. CHAPTER shall set and collect its membership dues.

Deleted: All CHAPTER and ARLIS/NA membership dues shall be collected directly from members by ARLIS/NA. ARLIS/NA shall thereafter remit CHAPTER dues to CHAPTER.

III. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. Corporate and Tax Status. CHAPTER warrants that, whether incorporated or not, it is a legal entity separate and distinct from ARLIS/NA, that, if a US –based chapter, it is and at all times shall remain in good standing in the jurisdiction of its incorporation, and that it is or desires to become exempt from federal income tax through ARLIS/NA's group exemption under Section 501(c)(3) of the Internal Revenue Code.
- B. Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of ARLIS/NA, CHAPTER provided to ARLIS/NA, and ARLIS/NA provided its approval to, the Bylaws of CHAPTER. These CHAPTER Bylaws are, and shall remain, not inconsistent with the Articles of Corporation and Bylaws of ARLIS/NA. Any amendments to CHAPTER's Bylaws must first be submitted to, and approved by, ARLIS/NA. CHAPTER shall conduct its activities at all times in strict accordance with its Bylaws, and shall comply at all times with all of the requirements set forth in ARLIS/NA's Bylaws and all other chapter-related policies, procedures, handbooks, manuals, or other written guidance promulgated by ARLIS.
- C. Compliance with Laws. CHAPTER warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
- D. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain reasonable records related to all of its programs, activities

and operations, including without limitation minutes of the meetings of its members and board of directors, if any. CHAPTER shall submit regular written reports, as outlined in the Bylaws, Policy Manual, and Chapter Success Book, to ARLIS/NA summarizing its programs, activities and operations, including but not limited to budget, financial statements, a list of outgoing and elected officers and directors, and a roster of current CHAPTER members, with contact information. Upon the written request of ARLIS/NA and at ARLIS/NA's expense, CHAPTER shall permit ARLIS/NA or ARLIS/NA's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to ARLIS/NA copies of such records.

- E. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of ARLIS/NA, 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 ARLIS/NA in support of such programs and activities. CHAPTER shall send to ARLIS/NA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. ARLIS/NA may, at its sole discretion, send representatives to observe such programs and activities.

IV. Intellectual Property and Confidential Information.

- A. Limited License. In accordance with ARLIS/NA's non-exclusive grant to CHAPTER to be a chapter of ARLIS/NA in the REGION, CHAPTER is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes the following Intellectual Property:
- (i) the name "Art Libraries Society of North America," "ARLIS/NA," the logo of ARLIS/NA, and other ARLIS/NA trademarks, service marks, trade names, and logos,
 - (ii) ARLIS/NA's membership mailing, telephone, and electronic mail lists with respect to past, current or

- prospective members of ARLIS/NA located within the REGION, and
- (iii) all copyrighted or proprietary information and materials provided by ARLIS/NA to CHAPTER.

The authority to use the Intellectual Property is limited to those activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines contained in the Policy Manual and Chapter Success Book, or subsequently provided to CHAPTER by ARLIS/NA.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of ARLIS/NA. The Intellectual Property may be used by CHAPTER if and only if such use is made pursuant to the terms and conditions of this limited and revocable license.
2. ARLIS/NA's logo may not be revised or altered in any way, and must be displayed in the same form as produced by ARLIS/NA. The Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of ARLIS/NA.
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 ARLIS/NA's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without ARLIS/NA's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property may not be used in any manner that, in the sole discretion of ARLIS/NA, discredits ARLIS/NA or tarnishes its reputation and goodwill; is false or misleading;

9/19/2006

violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between ARLIS/NA and CHAPTER.

4. CHAPTER shall maintain the confidentiality of the Mailing List and shall not vend, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of ARLIS/NA.
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 or state law and any other guidelines that ARLIS/NA may prescribe.
6. ARLIS/NA 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. 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.

V. Relationship of Parties.

The relationship of ARLIS/NA and CHAPTER to each other is that of independent contractors. Nothing herein shall create any 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 ARLIS/NA. CHAPTER shall include, in all of its publications and contracts, a statement to the effect that CHAPTER is a legal entity separate and distinct from ARLIS/NA and is not entitled to act on behalf of or to bind ARLIS/NA, contractually or otherwise.

VI. Indemnification.

CHAPTER shall hold harmless ARLIS/NA, its officers, directors, members and agents, 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 out of the acts or omissions of CHAPTER, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. Revocation or Surrender of Charter.

- A. Revocation of Charter. ARLIS/NA, 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 ARLIS/NA 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 ARLIS/NA shall provide CHAPTER with thirty (30) days from the date of such notice to correct any alleged breach of this Agreement. In the event that ARLIS/NA determines, in its sole discretion, that CHAPTER has not corrected the condition leading to ARLIS/NA's decision to revoke CHAPTER's charter, ARLIS/NA shall so notify CHAPTER in writing. ARLIS/NA's decision shall become final upon CHAPTER's receipt of such written notice from ARLIS/NA.
- B. Surrender of Charter. CHAPTER may surrender its charter by delivering to ARLIS/NA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

VIII. Miscellaneous.

- A. Entire Agreement. This Agreement:
- (i) constitutes the entire agreement between the parties;
 - (ii) supersedes and replaces all prior agreements, oral and written, between the parties; 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 has the authority to enter into this Agreement, 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. 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 District of Columbia, United States of America. 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 _____. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the _____.
- D. 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.
- E. 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 facsimile, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:

9/19/2006

If to ARLIS/NA: ARLIS/NA
329 March Road
Box 11
Ottawa ON K2K 2E1 Canada
Attn.: Elizabeth Clarke, Executive Director
FAX (613) 599-7027

If to CHAPTER: _____

Attn.: _____, _____
FAX (____) _____ - _____

* * * * *

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.

ART LIBRARIES SOCIETY OF NORTH AMERICA

By: _____
Name: _____
Title: _____

[Name of Chapter]

By: _____
Name: _____
Title: _____