

Affiliate Financial Assistance Program Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, between the American Society of Radiologic Technologists, an Illinois nonprofit corporation, whose principal office is at 15000 Central Ave., SE, Albuquerque, NM 87123-3909 (hereinafter referred to as “ASRT”), and _____, a 501(c)(6) nonprofit corporation, whose principal office is at _____ (hereinafter referred to as (“AFFILIATE”).

WHEREAS, ASRT and AFFILIATE wish to cooperate to promote the common business interests of individuals in the radiologic technology profession;

WHEREAS, ASRT offers affiliates the opportunity to obtain financial assistance from the ASRT (the “Affiliate Financial Assistance Program”); and

WHEREAS, AFFILIATE desires to obtain financial support through the Affiliate Financial Assistance Program offered by ASRT.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASRT and AFFILIATE agree as follows:

1. Affiliate Financial Assistance Program. ASRT agrees to provide the AFFILIATE with financial support equal to \$1 for each ASRT member who resides in the AFFILIATE’s region, as determined solely by ASRT, on the AFFILIATE’s compliance due date. The ASRT member must be in ASRT’s records as an active member that is current in dues payments, and the member’s address must be listed in the region set out by ASRT.

(a) Payment to AFFILIATE will be made, if all requirements outlined in 2. Affiliate Responsibilities are met, within 30 days after the AFFILIATE’s annual compliance due date with ASRT.

(b) This Agreement does not create any additional obligations between ASRT and AFFILIATE.

(c) Neither Party shall be liable for any costs, expense, risk, obligation or liability related to or arising out of the other’s efforts and responsibilities under this Agreement, unless separately agreed to and memorialized in a unique written document.

2. AFFILIATE Responsibilities. AFFILIATE agrees to:

(a) Maintain active status as an affiliate in good standing with the ASRT. In addition, AFFILIATE must maintain a governance structure that is reasonably consistent with the Articles of Incorporation and Bylaws of ASRT; except to the extent any of the provisions contained therein are inconsistent with any locally applicable law.

(b) Submit the following documents, annually, on or before the compliance due date:

(i) AFFILIATE membership list as of the close of the AFFILIATE's fiscal year. The membership reports should include, at minimum, member's name, ARRT number and mailing address. The report must be transmitted in a Microsoft Office format (either Word or Excel). Should more than one affiliate claim the same member in their records, the information in ASRT's records shall be determinative in which AFFILIATE the member shall be credited.

(ii) Copy of the AFFILIATE's financial policy manual as proof of current and appropriate financial controls.

(iii) Names and contact information for the AFFILIATE's two delegates for the ASRT Annual Governance and House of Delegates meeting in accordance with ASRT Bylaws. Delegates must meet qualifications per ASRT Bylaws.

(iv) After first year of participation in program, a report detailing the initiative or project implemented with the funds from the prior year.

(v) A signed copy of this agreement.

(c) Display prominently on the AFFILIATE's website home page, an ASRT provided graphic that promotes AFFILIATE as a proud affiliate of ASRT. AFFILIATE agrees not to change, modify, or amend the ASRT graphic in any way and may not display the ASRT graphic in any other place. AFFILIATE acknowledges that ASRT is the lawful owner of the ASRT trademarks and logs ("ASRT Marks"), regardless of whether or not immediately identified as such, and AFFILIATE agrees that it will take no action inconsistent with ASRT's ownership the ASRT Marks. AFFILIATE shall not use ASRT's name or logo in any other way, except as approved in writing by ASRT.

(d) AFFILIATE shall at all times be organized and operated primarily for purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986 and maintain its status as an exempt organization with the IRS.

(e) AFFILIATE shall at all times be organized and operated in conformity with all applicable Federal, state, and local laws, regulations, and ordinances.

3. Noncompetition. The AFFILIATE agrees it will not contract with third party educational companies to provide continuing education courses for purposes other than its annual meeting.

4. Agency. ASRT and AFFILIATE agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

5. Indemnification. ASRT and AFFILIATE individually agree to indemnify and hold harmless each other and/or ASRT's members or other affiliates for any and all third party claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees ("CLAIMS"), to the extent arising from such party's breach of the performance of this Agreement. Specifically, the party breaching any provision of this Agreement, resulting in any potential CLAIMS shall indemnify the non-breaching party. A party in the pursuit of the fulfillment of this Agreement, or under the alleged umbrella of this Agreement, subject to a third-party suit alleging breach of any agreement, commission of a tort, any negligent act, and willful/wanton/malicious act, any illegal act (e.g., antitrust), shall indemnify the party not committing the act or otherwise not directly involved in the alleged CLAIMS. ASRT and AFFILIATE 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.

6. Term. This Agreement shall be effective on the date above written, and shall continue for one year.

7. Termination.

(a) In general. Either ASRT or AFFILIATE may terminate this Agreement upon 30 days notice in writing to the other party.

(b) For cause. Either ASRT or AFFILIATE may terminate this Agreement upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct or substantial breach of this Agreement.

(c) Effect. Upon termination of this Agreement, ASRT shall have no further responsibility under Section 1. Furthermore, AFFILIATE will immediately cease use of the ASRT graphic, unless otherwise allowed in writing by ASRT.

(d) Future Eligibility. If AFFILIATE chooses to withdraw from the Affiliate Financial Assistance Program, the ASRT reserves the right to disqualify AFFILIATE from future eligibility to participate in the Affiliate Financial Assistance Program or other programs offered by ASRT.

8. 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.

9. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

10. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

11. Notices. Notices required by this agreement shall be in writing and shall be delivered either by personal delivery, electronic mail or by U.S. mail. If delivered by mail, notices shall be sent by express mail, FedEx or UPS; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed or as specified by subsequent written notice delivered by the party whose address has changed.

12. Governing Law. This Agreement shall be governed in all respects (other than conflicts of laws) by the laws of the state of New Mexico. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorney fees.

13. Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

14. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by their duly authorized representatives.

AMERICAN SOCIETY OF RADIOLOGIC TECHNOLOGISTS

Signature: _____

Name: _____

Title: ASRT Executive VP of Governance and Public Policy

Date: _____

AFFILIATE

Signature: _____

Name: _____

Title: President

Date: _____