



## AHMP CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the  1  day of  November  2019 ("Effective Date"), by and between the Alliance of Hazardous Materials Professionals, a corporation duly organized under the laws of the State of Maryland, (hereinafter "AHMP") and  Central Ohio AHMP dba Central Ohio CHMM , [insert CHAPTER Name] an  Nonprofit, Domestic Corporation  [identify legal entity] organized under the laws of  Ohio  [identify state or province where incorporated] (hereinafter "CHAPTER").

AHMP and CHAPTER shall be hereinafter individually referred to as a "Party" and collectively referred to as "the Parties".

AHMP and CHAPTER wish to set forth their mutual understandings and agreements pertaining to entering into an Affiliation Agreement and the grant of a license of intellectual property and the mutual rights and responsibilities created thereby.

AHMP and CHAPTER, agree as follows:

1.  Purpose of Affiliation.  CHAPTER and AHMP agree that they will use their best efforts to cooperate, plan, promote and further the purposes of AHMP and CHAPTER.
2.  License. 
  - a) In general, AHMP licenses CHAPTER to use its name, and any and all trademarks or service marks that AHMP now or hereafter owns during the term of this Agreement, in connection with Chapter's provision of services. To protect its goodwill, AHMP retains the rights to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.
  - b) CHAPTER licenses AHMP to use the CHAPTER's name and logo and shall have the right to use CHAPTER's trademarks in promoting the common interests of AHMP and CHAPTER. CHAPTER shall have the right to approve the same in writing in advance, provided such approval shall not be unreasonably withheld.
3.  Acknowledgment.

Chapter acknowledges that AHMP is the lawful owner of the trademarks, and CHAPTER agrees that it will take no action inconsistent with AHMP's ownership of its name, and the acronym and trademarks.

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### 4. AHMP agrees to provide the CHAPTER with the following services:

- a) Technical. AHMP will provide CHAPTER with information about chapter operations and management located in the chapter resources section on the AHMP web site, in addition to the other resources available on the AHMP web site.
- b) Tax Information. AHMP will provide CHAPTER with up-to-date legal and tax information for not-for-profit business purposes, including guidance on completion of the IRS 990N or 990EZ Form.
- c) Essential of Hazardous Materials Management (EHMM) Course. At the request of the CHAPTER, AHMP will provide CHAPTER access to the EHMM course material upon successful execution of a Letter of Agreement between AHMP and CHAPTER.
- d) Marketing. AHMP will provide CHAPTER with a list of existing and newly certified CHMM's, new AHMP members, and prospects in CHAPTER geographical location for marketing CHAPTER products and services upon completion of the annual report and acceptance of the data sharing agreement.
- e) Annual dues billing. AHMP will invoice and collect CHAPTER annual membership dues for those participating in the combined dues program. AHMP will electronically transmit to CHAPTER their portion of dues collected through the combined dues program.
- f) AHMP representation. At the request of CHAPTER, AHMP will meet in-person or via alternative means with CHAPTER membership or leadership to discuss topics per CHAPTER request, provided sufficient AHMP funds are available.

### 5. CHAPTER agrees to:

- a) Name. CHAPTER agrees that "AHMP" and/or Alliance of Hazardous Materials Professionals will be included in its doing business as (dba) name or official legal name.
- b) Bylaws. CHAPTER will submit for approval, consistent with the current model bylaws, the AHMP bylaws, and this agreement, Chapter bylaws to the AHMP not less than sixty (60) days before the date proposed for their adoption by Chapter membership. To ensure that bylaws are current with the AHMP bylaws, chapter bylaws will be reviewed by AHMP at least every 5 years, and the CHAPTER will revise the bylaws as needed.
- c) Financial Statements and Tax Returns. CHAPTER is responsible for obtaining and maintaining its non-profit tax exempt status with the Internal Revenue Service and any applicable state entity, and annually filing all required Federal (e.g. Form 990) and state returns and other mandatory forms/reports.
- d) Compliance with Laws. CHAPTER shall comply with all applicable laws governing it, including, but not limited to corporate and tax laws as applicable to CHAPTER'S business organization. CHAPTER will keep current all legal status, licenses and government grants, including, but not limited to: corporate status, national, state and local tax exemptions, and business licenses.
- e) Membership. The CHAPTER must be able to meet and maintain the minimum membership requirement of six (6) members in the CHAPTER.
- f) Officers. All CHAPTER officers (minimum: President, Vice President, Secretary, and Treasurer) shall be members of AHMP in good standing.
- g) Dues. Depending on if the CHAPTER participates in the AHMP Combined Dues Program, CHAPTER agrees to determine the CHAPTER's dues rate for the upcoming year and to notify AHMP by August 31st of each year if the dues rate will change from that of the previous year.
- h) Annual Report. CHAPTER agrees to file an annual report with AHMP no later than January 31<sup>st</sup> of the year portraying information for the previous calendar year, which report shall include any changes in the articles and bylaws, together with such other information as AHMP shall reasonably require.
- i) Membership List. CHAPTER agrees to share membership lists, member prospect lists, mailing lists with AHMP for marketing AHMP's products and services upon request from AHMP, to the extent authorized by individuals and organizations providing such information to the CHAPTER, and subject to and limited by, any state or federal privacy laws or regulations regarding the sharing of such information.

6. Best Efforts. The parties agree to use their best efforts in the performance of this Agreement and the fulfillment of its purposes.

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7. Term/Termination. This Agreement shall be effective on the date above written and shall continue in effect until terminated or superseded. Either AHMP or CHAPTER may terminate this Agreement upon 30 days' notice in writing to the other party. Upon termination of this Agreement for any reason:
- i. Except as otherwise specifically stated therein, the license granted in Section 2 herein shall immediately cease, and CHAPTER shall cease all use (if any) of AHMP's name, acronym, logo or any other intellectual property and CHAPTER may no longer claim any affiliation with AHMP;
  - ii. CHAPTER's license to use any other AHMP Intellectual Property including, but not limited to: all marks, logos, membership lists (unless a transactional relationship is established), and copyrighted materials, shall also cease and CHAPTER will no longer use such Intellectual Property and shall return to AHMP any and all copies of the Intellectual Property regardless of the form in which it appears or is stored; and
  - iii. AHMP's license to use any Chapter Intellectual Property including, but not limited to: all marks, logos, membership lists, and copyrighted materials, shall also cease and AHMP will no longer use such Intellectual Property and shall return to Chapter any and all copies of the Intellectual Property regardless of the form in which it appears or is stored; and
  - iv. AHMP shall have no further responsibility or obligation under paragraph 4 of this Agreement. Chapter shall have no further responsibility or obligation under paragraph 5 of this Agreement.
8. Indemnification. The parties agree to indemnify and hold each other and AHMP's members or other chapters harmless for all claims, liabilities, judgments, and costs, including attorneys' fee and court costs, of third persons arising out of the negligent acts, omissions or willful acts of each other in connection with this Agreement. AHMP and CHAPTER will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted under this Agreement. The rights and responsibilities established in this paragraph shall survive the termination of this Agreement indefinitely.
9. Mediation and Arbitration of Disputes. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation in Washington, D.C. and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration in Washington, D.C., in accordance with the JAMS Comprehensive Arbitration Rules. The Parties agree that the prevailing law applied will be the laws of the State of Maryland.

Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case.

Parties explicitly covenant to limit attorney fees to \$1,000.00 and any additional legal costs to \$1,000.00 to the prevailing party.

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10. Representations and Warranties. The parties' represent that the undersigned has the authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein.

11. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile, mail or electronic delivery (e-mail). If delivered by mail, notices shall be sent by certified or registered mail, return receipts requested, or by express mail, all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or subsequently redirected (must be in writing).

If to AHMP: Executive Director  
Alliance of Hazardous Materials Professionals  
1300 Piccard Drive, Suite LL-14  
Rockville, Maryland 20850

If to CHAPTER: CHAPTER Name: Central Ohio Certified Hazardous Materials Managers  
(COCHMM) President: Dave Rice, CHMM Address: 7830 N. Central Drive,  
Suite B City Lewis Center, State OH Zip 43035

12. Relationship. AHMP and CHAPTER are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities pursuant to this Agreement. Neither AHMP nor CHAPTER shall have the right or power to bind or obligate the other party in any manner.

13. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of further or future right under this Agreement.

14. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assignees.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter contained herein, supersedes all previous negotiations or proposals, and may only be modified by an amendment executed in writing by both parties hereto.

16. Governing Law. The construction, validity, and performance of this Agreement shall be governed, and construed by the laws of the State of Maryland.

17. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

18. Non-compliance. When it is determined that a CHAPTER is not complying with the requirements noted in the affiliation agreement, the Chapter Development Committee (CDC) Regional Representative (CDCRR) will be notified. The CDCRR will make initial contact the CHAPTER officers in an attempt to resolve the issues. If this is unsuccessful all CHAPTER members will be notified of the status and asked to resolve non-compliance issues. If, after working with their CDCRR, a CHAPTER is not fulfilling the minimum requirements of the affiliation agreement, the CHAPTER will be placed on probation for a period of six (6) months. The CHAPTER will be so notified by a communication from the AHMP Chair. If at the end of the six (6) month probation period, the non-compliance issues remain unresolved, AHMP may choose to terminate its affiliation with the CHAPTER as provided in Section 7 of this agreement.

**AHMP CHAPTER AFFILIATION AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

\_\_\_\_\_  
*AHMP Executive Director Printed name*

\_\_\_\_\_  
*AHMP Executive Director Signature*

\_\_\_\_\_  
*Date*

CHAPTER CENTRAL OHIO CERTIFIED INSURANCE AGENTS MANAGER

DAVE RICE  
\_\_\_\_\_  
*CHAPTER President Printed name*

[Signature]  
\_\_\_\_\_  
*CHAPTER President Signature*

11/1/19  
\_\_\_\_\_  
*Date*



**AHMP CHAPTER AFFILIATION AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CHARLES DEALE

AHMP Executive Director Printed name

Charles Deale

AHMP Executive Director Signature

Date

4 November 2019

CHAPTER SECTION 501(c)(3) CHARITABLE DISEASES AND DISABILITIES ASSOCIATION

DAVE RICE

CHAPTER President Printed name

[Signature]  
CHAPTER President Signature

Date

11 / 19