

AMERICAN HOSPITAL ASSOCIATION
CHAPTER AGREEMENT

This Agreement, effective XXXX, X, 2017, is made between the American Society for Healthcare Engineering of the American Hospital Association (ASHE), an Illinois non-profit corporation, and _____NAME, a [nonprofit corporation – include if Chapter is properly incorporated as a nonprofit, otherwise, delete] (the “Chapter”), for mutual consideration, who agree to work together as follows:

1. GRANT OF CHAPTER STATUS

1.1 Charter. AHA hereby grants to the Chapter, and the Chapter accepts by action of its governing body, a charter to be a chapter of ASHE. The Chapter shall use only the designation "An independent chapter of ASHE" or “An independent chapter of the American Society for Healthcare Engineering” with authority to use such designation in connection with the activities of the Chapter in conformance with ASHE’s style guide set out in Exhibit A, as the same may be changed by notice from ASHE.

1.2 Charter Grant Not Exclusive. Chapter is not entitled to any geographic or other exclusive right to solicit or serve members or operate as a chapter of ASHE. ASHE may, in its sole discretion, conduct its own activities within any geographic territory or region served by Chapter during the term of this Agreement. In addition, ASHE may grant a charter to an existing or new chapter operating or intending to operate within any geographic territory or region served by Chapter. Chapter intends to focus its activities in the State of _____ or area.

1.3 Criteria to Maintain Chapter Status. In order to maintain chapter status, Chapter must meet the criteria set out in Exhibit B by the indicated deadlines, and maintain compliance with such criteria on an ongoing basis as described in Exhibit B. ASHE reserves the right to change the criteria for chapter status. In the event of any such change, ASHE shall notify the Chapter no less than 120 days prior to the date such change takes effect. If the Chapter does not wish to comply with any such change in order to retain its chapter status, the Chapter may exercise its termination rights set out in Section 8 below.

2. OBLIGATIONS OF ASHE

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

2.1 ASHE shall:

- a) Permit the Chapter to utilize the ASHE name in the name of the Chapter, provided that the Chapter adds words distinguishing the Chapter from ASHE as required by Section 1.1, and adds words distinguishing the Chapter from any existing Chapters of ASHE.
- b) Identify an ASHE staff liaison as a point of contact to maintain and enhance the ASHE-Chapter relationship.
- c) Provide all chapters, periodically, with a statement of chapter benefits that identifies the services to be provided to help chapter leaders offer opportunities for chapter education and networking events and to communicate with chapter members.
- d) Notify the Chapter of educational and other opportunities available to Chapter members, including those activities of ASHE that will take place within the area served by the Chapter.

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- e) Upon the request of the Chapter and space considerations permitting, post current information supplied by Chapter relating to its programs, products and services on the ASHE website page devoted to chapter activities [customize for ASHE, e.g., if this is done as part of e-newsletter or other medium instead of or in addition to website].
- f) Upon the request of the Chapter, provide an up-to-date list of ASHE members residing in _____ (fill-in state or region to be included in the list) showing member name, organizational name and mailing address (the “ASHE Mailing List”); provided, ASHE shall not be required to provide the ASHE Mailing List more often than once per year of this Agreement and use of the list shall be subject to the requirements in Section 3.2.

3. OBLIGATIONS OF THE CHAPTER

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

3.1 The Chapter shall:

- a) Promote membership in ASHE.
- b) Promote and encourage the use of ASHE programs, products and services.
- c) Comply with the criteria for chapter status in effect based on the applicable time period as set out in Exhibit B.
- d) Using the current template provided by ASHE, supply an up-to-date chapter member list including member name, organization name, mailing address and email address (i) 30 days after the date this Agreement is signed, and (ii) annually thereafter with the Annual Report required by subsection f, below.
- e) Supply a preliminary calendar of Chapter events for the upcoming year with the Annual Report required by subsection f, below.
- f) Using the attached form Exhibit C provided by ASHE, submit an Annual Report certifying compliance by Chapter with the applicable criteria for chapter status set out in Exhibit B no later than January 31 of each year.

3.2 Use of ASHE Mailing List. Chapter agrees that each ASHE Mailing List may be used once to promote Chapter programs and activities and that no ASHE Mailing List may be resold or used to promote a third party. Chapter agrees to provide a copy of the material to be mailed to ASHE members with its request and ASHE reserves the right to refuse a list request if ASHE determines in its sole discretion that the activities promoted in such material would result in a conflict with ASHE activities.

3.3 Other National Personal Membership Organizations. The Chapter shall refrain from entering into an official relationship with another national scope personal membership organization without prior written approval of ASHE.

3.4 Access to Records of the Chapter. Upon request by ASHE, the Chapter shall provide ASHE with such copies of records and such other information as ASHE may reasonably request to confirm Chapter's compliance with the criteria for chapter status set out in Exhibit B. Chapter shall provide such materials to ASHE no later than 15 days after the date Chapter receives the request.

4. COMPLIANCE WITH LAWS

4.1 Compliance with Laws. Each party warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Each party warrants that it shall make all required filings, such as annual corporate filings and tax filings, as may affect its corporate or tax status.

5. USE OF ASHE TRADEMARK AND MATERIALS

5.1 Use of ASHE Trademark and Materials. Except as specified in Section 1.1, the Chapter shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, or trade names of ASHE without ASHE's prior written consent. In accordance with United States copyright law, the Chapter shall not make or cause to be made any copies of ASHE's educational materials or membership publications, or resell any of same, without ASHE's prior written consent. With respect to any permitted use of ASHE's logo, mark, name, or copyrighted materials, the Chapter 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 ASHE shall prescribe. In any event, upon expiration or termination of this Agreement, all use by the Chapter of ASHE's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. The Chapter's obligations under this Section 5.1 shall survive the expiration or termination of this Agreement.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information. Each party shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of the other party's confidential or proprietary information or data owned by the other party which is identified as confidential at the time it is disclosed (collectively, "Confidential Information"). Such Confidential Information shall at all times remain the property of its owner and shall be deemed to be furnished in confidence and solely in connection with the party's obligations under this Agreement. Upon termination of this Agreement for any reason, the party shall immediately deliver to the owner all written documentation, including copies, of or concerning such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by its employees, agents, or contractors. The confidentiality obligations under this Section 6.1 shall survive the expiration or termination of this Agreement.

7. SEPARATE ENTITIES

7.1 Separate Entities. ASHE and the Chapter 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 Chapter is not liable or responsible for the debts or obligations of ASHE and ASHE is not liable for the debts or obligations of the Chapter.

8. TERMINATION OF CHAPTER STATUS

8.1 Termination for Failure to Comply with Criteria for Chapter Status. In the event the Chapter fails to meet the criteria or fail at any time to maintain such status as required by Exhibit B, ASHE may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, effective ten (10) days after the date written notice of termination is sent by ASHE.

8.2 Termination for Breach. Either party may terminate the charter granted to the Chapter with all of its attendant rights and obligations, upon ten (10) days notice to the other party in the event of the other party's material breach of this Agreement.

8.3 Termination without Cause. Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, for any reason upon ninety (90) days written notice to the other party.

8.4 Effect of Termination. Upon delivery of notice of termination, for any reason and by either party, the Chapter shall promptly deliver to ASHE a current roster of all members of the Chapter, including all contact information, to enable ASHE to communicate with such members. From and after the date of termination, the Chapter shall cease to identify itself as a chapter of ASHE, remove any reference to ASHE from its name, remove the initials "[ASHE]" from the Chapter's acronym, and may only utilize printed material bearing any mark of ASHE with ASHE's specific written permission for post-termination use.

9. WARRANTY; LIMITATION OF LIABILITY

9.1 WARRANTY. ASHE 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.

9.2 LIMITATION OF LIABILITY. THE CHAPTER ACKNOWLEDGES AND AGREES THAT ASHE AND THE AMERICAN HOSPITAL ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL AHA 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.

10. APPEAL

10.1 Appeal.

A Chapter may request an opportunity to present an objection to a proposed termination under Section 8 of this Agreement to the ASHE Board of Directors. The ASHE Board of Directors shall have authority to review whether the proposed termination is consistent with the terms of this Agreement and to make a recommendation to the American Hospital Association Vice President, Personal Membership Groups (the "VP, PMGs"). The VP, PMGs shall have the sole authority to (i) permit the termination to proceed, (ii) suspend the termination for a period of time to permit the Chapter to meet specified conditions, or (iii) to withdraw the termination notice.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire Agreement between ASHE and the Chapter with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

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

11.3 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.

11.4 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.

11.5 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.

11.6 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 ASHE at 155 North Wacker Drive, Suite 400, Chicago, Illinois 60606 or the Chapter at the home or business address of the President of the Chapter in office at the time the notice is sent. Either party may change the address for notice by 10 days advance written notice to the other party.

11.7 Termination of Prior Chapter Agreement. This agreement supersedes and replaces any prior chapter agreement between the parties and terminates any such agreement on the effective date of this Agreement.

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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.

FOR THE CHAPTER:

(Chapter Name)

(President Name)

(Date)

(President's Signature)

(State Hospital Association Representative)

(State Hospital Association Representative's Signature)

(Date)

FOR THE:

American Society for Healthcare Engineering of THE AMERICAN HOSPITAL ASSOCIATION

(Executive Director Name)

(Executive Director's Signature)

(Date)

EXHIBIT A

ASHE STYLE GUIDE/IDENTITY STANDARDS

ASHE Style Guide/Identity Standards is subject to change at the sole discretion of ASHE. ASHE agrees to give Chapter no less than 30 days prior written notice of any changes to the Style Guide/Identity Standards.

**Style Guide
Proper Use of Logos by ASHE Affiliated Chapters**

The logos associated with are considered trademarks. The purpose of a trademark is to assist in properly identifying ASHE and what it does. Proper use of logos prevents others from being confused as to which activities, services, or materials come from ASHE and which from chapters.

- All chapter names must be pre-approved by ASHE.
- As best practice and when possible, spell out the long-form name of your organization in a noticeable area on your materials, website, or other promotional materials.
- Do not use “American Hospital Association”, “AHA” or any other AHA trademarks, logos or taglines.
- Do not register trademarks, copyrights or other intellectual property that include the ASHE name, acronym, logo, or tagline or any derivative thereof.
- Do not copy the look and feel of the ASHE products, advertising materials, or website.
- Distinguish your name and logo from ASHE’s, and always describe your chapter as an “Independent Chapter” in relation to ASHE.
- Chapters can use ASHE Chapter Logos as specified here:

www.ashe.org/chapters/toolkit.shtml

- To seek permission to use ASHE’s name, logo, taglines, or other brand properties on a chapter website, promotional materials, or for any other purpose, chapters must fill out this ASHE logo use request form.

EXHIBIT B

Criteria for Chapter Affiliation Status

The Chapter must continue to meet the criteria status from the date of signing the agreement forward. The Chapter must immediately inform ASHE of any change in the chapter’s compliance with any of these requirements. If the Chapter does not meet the criteria at any time one year or more after the date of this Agreement, ASHE will terminate chapter status as permitted by Section 8 of this Agreement.

Chapters which have a formal affiliation with a state hospital association are exempt from items 5-8 and items 11-13, provided that the state hospital association is in compliance and proof of compliance is documented by the Chapter and provided to ASHE.

Criteria For Affiliation Status	
1	The chapter must have at least 20 members*.
2	Chapters with less than 100 members must have at least 15 members who are also ASHE members*. Chapters with 100 or more members must have a minimum of 15% of its members who also are ASHE members*.
3	The President and President-Elect of the chapter must be ASHE members*.
4	The chapter must fully execute a chapter agreement with ASHE.
5	The chapter must have obtained its own Employer Identification Number.
6	The chapter must maintain a bank account in the chapter’s name.
7	The chapter must be incorporated as a not-for-profit corporation and be in good standing in its state of incorporation.
8	The chapter must have a mission statement that helps advance ASHE’s mission.
9	The chapter must be governed by bylaws that are compliant with relevant laws.
10	The chapter must obtain an exemption from federal income taxes under section 501(c) of the Internal Revenue Service code.
11	The chapter must maintain aggregate general or umbrella liability insurance having a minimum coverage of \$1,000,000 per occurrence and include proof of such insurance with its annual report.
12	The chapter must maintain directors and officers liability insurance and include proof of such insurance with its annual report.

***Must be non-student.**