



CHAPTER AFFILIATION AGREEMENT

This agreement is made this ____ day of _____, 20____ (the “Effective Date”), by and between the American Society of Addiction Medicine, a nonprofit and tax-exempt corporation organized under the laws of the state of New York and headquartered in the state of Maryland (hereinafter referred to as "ASAM"), and _____, an incorporated Chapter of ASAM located in and organized under the laws of the state of _____ (hereinafter referred to as _____ Society of Addiction Medicine – a Chapter of the American Society of Addiction Medicine).

The American Society of Addiction Medicine (ASAM) is a professional society representing physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment, educating physicians, other medical professionals, and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction.

The parties desire to further the purposes of ASAM at the state and federal level. Both ASAM and the chapter believe that assistance and cooperation in matters of mutual interest will enhance the achievement of their common purpose.

In consideration of the mutual promises of the parties, and in accordance with the provisions hereinafter set forth, it is agreed as follows:

1. Bylaws. Neither chapter nor ASAM shall have the power to direct, supervise, or act on behalf of the other party other than as may be explicitly agreed upon by the parties.

The Chapter Bylaws are attached as Exhibit A. The chapter may amend its Articles of Incorporation or Bylaws in a manner not



inconsistent with this Affiliation Agreement and shall provide a copy of all amendments to the Articles of Incorporation or Bylaws to ASAM upon their adoption.

2. Tax Exemption. The parties acknowledge that the chapter is a separately incorporated legal entity and does its own tax reporting under ASAM's group tax exemption. The chapter is responsible for its own governance, operations, and expenses. The parties shall maintain their own operations and activities to conform to their respective state and federal tax exemptions in good standing at all times during the term of this Agreement.

The chapter may participate in ASAM's IRS Blanket Tax Exemption, including the Blanket Tax Exemption Number (3662) on Form 990 or 990N, and further agrees to timely filing of such forms as application and to provide a copy to ASAM. The Chapter will maintain its own federal employer identification number.

3. Territory. ASAM recognizes the chapter as its exclusive affiliate within the boundaries of the territory, which is defined and described in Exhibit B, which is attached hereto and made part of this Agreement. Likewise, the chapter recognizes ASAM as its principal United States affiliate in the field of addiction medicine.

The territory may not be changed or altered without written amendment of this Agreement.

4. Obligations of ASAM.

ASAM's obligations under this Agreement shall include the following:

- Promote chapter involvement;
- Collect and disburse quarterly dues payments;
- Provide information on legislation and other items of national and state significance intended to be used by chapters at the state level;
- Conduct instructional seminars and other guidance for chapter leadership and administrators;



- Provide meeting space for chapters to hold meetings during ASAM's conference;
- Provide initiation of officer elections when no current chapter leadership is in place;
- Provide assistance with expert testimony on state-level issues with national significance on which ASAM has asserted a policy position;
- Provide technical assistance, including model bylaws, to persons interested in forming new chapters in states where one does not exist;
- Provide assistance with outreach efforts to other professional and like-minded societies at the local level;
- Provide online web presence via ASAM's online community in the event that a chapter does not have a dedicated website; and
- Provide assistance with chapter recruitment and retention efforts, including providing marketing material for meeting.

5. Obligations of the chapter.

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

- Promote membership in ASAM;
- Address special public policy issues within its geographical area;
- Establish and maintain liaison with medical societies and other associations within the state;
- Further in other ways the purposes and objectives of the Society;
- Ensure valid incorporation under state law;
- Maintain tax-exempt status under federal law;
- Adopt and follow bylaws by which the affairs of the society are governed;
- Develop an active Board of Directors and Policy Committee;
- Hold regularly scheduled elections, annual membership, and educational meetings;
- Manage the funds of the Society;



- Regularly attend Chapter Council calls and meetings;
 - Communicate regularly with members;
 - Mobilize chapter members when urgent action is needed;
 - Communicate members' needs and concerns to Regional Director, Chapters Council, and ASAM staff;
 - Respond to ASAM's calls for action;
 - Complete survey requests from ASAM National and the Chapters Council;
 - Respond to request for information from the national office; and
 - Disseminate ASAM information in a timely fashion to its membership.
6. Membership. Chapter membership categories and qualifications for admission shall not be in conflict with the provisions of the ASAM bylaws.
7. Event/Meeting Planning. The chapter and ASAM agree not to conduct, endorse, offer, promote, or develop any program, meeting, convention, trade show, or educational event which conflicts materially with one another's activity without mutual written consent.
8. Conflict Resolution. When a conflict arises between the chapter and ASAM, the first recourse for either party is to petition the respective Regional Director to mediate a resolution. The Regional Director shall act on the request within thirty (30) days of notification. If, after intervention by the Regional Director, an amicable solution is not met, either party may request review of the issue by an independent third party mediator. The independent third party mediator will call for the parties to submit their respective arguments, reasons, and evidence, to be presented either in writing or in person, and to recommend a resolution of the matter. The recommendations of the independent third party mediator will be made not more than ninety (90) days after the request for review and shall be advisory in nature, and not binding



upon either party. In the event that the parties are unable to reach satisfactory resolution of the conflict through these processes, either party may exercise its right to terminate this Agreement as set forth herein.

9. Support of Common Purposes. The parties expect and desire that each shall support, assist, and/or participate with the other with respect to matters of common interest which furthers the fundamental and primary purposes of each (hereinafter referred to as "common concerns"). The parties shall keep one another informed of activities, policies, and issues, both pending and contemplated, relating to their common concerns. Chapter shall submit an annual report including but not limited to Chapter activities for the past year, anticipated activities for the upcoming year, and its current officers.
10. ASAM Policy Positions. The chapter will, when planning to issue a public policy statement on an issue or topic for which there is no national policy or position, and prior to the issuance of said policy, send a copy of the policy to the Executive Vice President, Public Policy Committee Chair, and the Regional Director, to be placed on the Presidents' weekly conference call agenda.
11. Separate Identity. Each party shall retain its separate and independent identity. Nothing herein shall be construed to render one party the agent of the other, and each party shall indemnify, defend, and hold harmless the other party for the acts, omissions, statements, or representations of the indemnifying party. Such indemnification shall include, but not be limited to, all reasonable costs and attorney's fees of the indemnified party.
12. Financial Responsibility. The chapter shall maintain a bank account in the name of the chapter. The chapter shall provide ASAM with a copy of the annual financial audit, in years in which an audit is conducted, of its tax returns filed, if and when these filings are required, and a copy of the year-end financial statements. Each party to this Agreement shall be responsible for all contracts, agreements, and financial obligations



incurred by it in connection with its activities. Neither party shall be responsible or liable for the payment of any obligation of the other party unless it has specifically agreed to such responsibility in writing.

13. Use of Name and Service Marks. ASAM retains all rights and interests in its legal name and logo and to the use thereof. The chapter may, during the term of this Agreement, use the legal name of ASAM as part of its name, but only to indicate the affiliation of the parties, in connection with the promotion of the parties' common primary purposes stated above. The chapter also agrees that it shall follow such uniform naming scheme as ASAM shall direct. Neither party may use the other's service marks without advance written permission from said other party. Neither party will attempt to trademark any term containing any service mark of said other party without the prior written consent of said other party. In the event of the termination of this agreement, neither party shall have rights in or authority to use said other party's legal name or service marks, including as part of a domain name or "doing business as" fictitious name, and the chapter shall immediately amend its name with state corporation authorities to remove all references to ASAM and its service marks.

14. Governing Documents. The chapter agrees that the Constitution and Bylaws of the chapter shall not conflict or be inconsistent with the Constitution and Bylaws of ASAM. Exhibit A provides guidance on the minimum requirements to ensure conformity.

15. Chapter Payment. The chapter member dues will be consistent with the Constitution and Bylaws of the chapter. Chapter member dues shall be collected annually in accordance with procedures established by ASAM. In consideration of the authority to use the legal name of ASAM and to operate under ASAM's tax-exempt status, the chapter agrees to pay to ASAM a reasonable processing fee per member as determined by ASAM. The processing fee will



be set by September 1 of each year for the following year and the Chapter will be notified accordingly.

16. Membership List. ASAM agrees the chapter may use the membership list during the term of this Agreement. The chapter shall maintain the confidentiality of the membership list and shall not sell, trade, transmit, or otherwise disseminate the membership list, in whole or in part, to any third party without the express prior written approval of ASAM.
17. Term of Affiliation. The initial term of this Agreement shall be one year from the effective date hereof stated above. Thereafter, this Agreement shall be automatically renewed for successive one-year terms unless sooner terminated.
18. Termination of Prior Chapter Affiliation 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.
19. Automatic Termination. This agreement shall terminate automatically upon any filing by or against the chapter for bankruptcy, dissolution, or insolvency. Upon termination of this agreement, the chapter shall, if requested by ASAM, immediately return to ASAM or its designated representatives all printed and other material bearing any reference to ASAM, membership lists, and all intellectual property.
 - a). If a chapter wishes to terminate the Agreement, the chapter must conduct a vote of its Chapter Board and receive 2/3 of the Board's support for termination. Further, the vote must be ratified by a vote of the membership with decision made by the majority of those who cast a vote if the Chapter Board is comprised of 10 or fewer Board members. The chapter is required to give ASAM a ninety (90) day written notice in



advance of the vote. To conduct the vote, the chapter must engage the services of a third party administrator and all costs associated with said third party shall be incurred by the chapter.

b). Suspension or Revocation of Charter. ASAM may suspend or revoke the charter granted to the chapter if the chapter no longer meets the criteria for eligibility, or on grounds of violation of ASAM's Constitution and Bylaws, with all of its attendant rights and obligations, pursuant to the provisions in the ASAM Bylaws.

c). Upon termination of this Agreement for any reason except as otherwise stated therein, the chapter charter granted in accordance with the ASAM Bylaws shall immediately cease and all rights granted to the chapter shall be terminated and transferred to ASAM; the chapter shall immediately cease and refrain from further use or reference to the intellectual property and may no longer claim any affiliation with ASAM.

20. Reinstatement of a Suspended Charter. Subject to approval by the ASAM Board in its discretion, reinstatement of a suspended chapter's charter may be obtained by meeting all the requirements of a newly organizing chapter and meeting such other requirements as ASAM and the chapter may mutually agree. A reinstated chapter may receive a new charter and retain its original name.

21. Definitions. Whenever approval is required under this Agreement by "ASAM," such approval may be given and transmitted at the discretion of the ASAM Board of Directors, unless otherwise indicated. Whenever approval is required under this Agreement by "the Chapter," such approval may be given and transmitted at the discretion of the Chapter's Board of Directors, unless otherwise indicated.



22. Assignment. The affiliation provided under this Agreement shall be effective only as between the two parties hereto. Neither party shall assign its rights or obligations under this Agreement.
23. Amendment. This Agreement may be amended only by written agreement of the two parties.
24. Entire Agreement. This agreement constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, express or implied, with regard thereto.
25. Non-Waiver. A delay or failure by either party to exercise a right under this agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.
26. Prevailing Party. In the event of any litigation arising from breach of this agreement, or the services provided under this agreement, the prevailing party shall have its reasonable costs and attorney's fee paid by the other party.
27. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. Electronic signatures shall have the same effect as originals.

IN WITNESS WHEREOF the parties by their authorized representatives have executed this Agreement effective as of the effective date first written above.



ASAM American Society of
Addiction Medicine

AMERICAN SOCIETY OF ADDICTION MEDICINE

By: _____
Signature

Name: _____
Please Print Name

Title: _____

Date: _____

_____ SOCIETY OF ADDICTION MEDICINE
Chapter Name

By: _____
Signature

Name: _____
Please Print Name

Title: _____

Date: _____