

AFFILIATION AGREEMENT
BETWEEN THE
AMERICAN ASSOCIATION OF RADON SCIENTISTS AND TECHNOLOGISTS, INC. AND
THE STATEX CHAPTER

This Affiliation Agreement (this “Agreement”) is entered into on _____ (“Effective Date”) by and between The American Association of Radon Scientists and Technologists, Inc., doing business as Indoor Environments Association™, a New Jersey corporation that has been recognized under Section 501(c)(6) of the Internal Revenue Code of 1986 as amended (“AARST”) and The American Association of Radon Scientists and Technologists, Inc. - StateX Chapter, doing business as Indoor Environments Association™ - StateX Chapter, a Delaware nonprofit nonstock corporation that has been or is intended to be recognized under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (“Chapter”).

Preface: The StateX Chapter has a critical role in serving, equipping, and mobilizing AARST members in its state within the overall framework of the national association. This Agreement spells out the parameters under which the partnership between AARST and the Chapter will function. In consideration of the mutual covenants and agreements herein, the parties agree as follows:

ARTICLE I
ORGANIZATIONAL STRUCTURE

1.1 **FORMATION:** AARST has established Chapter as a LLC subsidiary of AARST, developed a Certificate of Incorporation that has been filed or will be filed with the Secretary of State of Delaware, and written Bylaws for the Chapter that facilitate the work of Chapter. Such Certificate and Bylaws control over this Agreement in the event of any conflict.

1.1.1 **AMENDMENTS:** The Voting Member may amend the Certificate of Incorporation or Bylaws. The Chapter Board may propose amendments for consideration by the Voting Member.

1.2 **BUSINESS PURPOSE:** The StateX Chapter is a non-profit, qualified subsidiary whose purpose is to promote the highest standard of excellence and ethical performance of radon measurement, mitigation, and transfer of information for the benefit of members, consumers, and the public at large. The Chapter is responsible for developing programs and services within its geographic area that appeal to the Chapter members' interests including, but not limited to, educational programs and seminars for radon professionals and other interested persons, government affairs programs, and publicity.

1.3 **PRINCIPAL PLACE OF BUSINESS:** Initially, the location of the principal place of business of the Chapter shall be:

American Association of Radon Scientists and Technologists, StateX Chapter
101 Main Street
Anytown, Any State 12345

The principal place of business may be changed to a location the Chapter Board may select subject to AARST approval. The Chapter Board may choose to store Chapter documents at any address it chooses.

1.4 **VOTING MEMBER:** The Chapter has a single Voting Member, which is AARST. The Chapter’s

bylaws confer certain authority, power, and control to AARST. The address of AARST is 527 N. Justice Street, Hendersonville NC 28739

1.5 Chapter BOUNDARIES AND MEMBERSHIPS. The StateX Chapter encompasses the geographic region consisting of StateX. AARST will assign current association members who reside in StateX to be members of the Chapter and will grant combined National-Chapter membership to applicants who reside in StateX.

ARTICLE II

Finances and Records

2.1 CHAPTER FINANCES. AARST shall establish and maintain a separate bank account for the Chapter. The Chapter shall have online viewing access to the account.

2.2 MANAGEMENT OF MEMBERSHIP INCOME: The cost of membership dues will be as determined from time to time by AARST. AARST maintains a system of receiving and tracking membership dues. No less than 30% of the dues collected by AARST from individuals residing in its state(s) will be credited to the Chapter's income.

2.3 MANAGEMENT OF OTHER INCOME: The Chapter may collect additional funds such as vendor exhibit fees, training fees, meeting registrations, sponsorships and other means approved by AARST. AARST shall credit all such funds received from Chapter activities to the Chapter's income.

2.4 MANAGEMENT OF EXPENSE: AARST shall make payments from Chapter funds for expenses approved by Chapter.

2.5 DEBIT CARDS. The Chapter shall be provided one debit card for its bank account. The Chapter shall designate which officer receives its debit card. At the end of the term of the officer to whom a Chapter's debit card has been issued, the Chapter shall designate which officer shall receive the replacement card and the prior card shall be terminated. The Chapter shall report expenses paid with the debit card, with receipts, to AARST in a format provided by AARST. If the Chapter expends funds using the debit card but does not provide expense reports with receipts, the debit card may be terminated by the Executive Director in consultation with the Treasurer.

2.6 BOOKS and RECORDS. AARST shall maintain complete and accurate books of account of the Chapter's affairs at its office or another location disclosed to the Chapter. The funds, assets, properties, and accounts of the Chapter shall be maintained separately, and not commingled with those of AARST or any other person. Such books shall be kept on such method of accounting as AARST shall select. The Chapter's accounting period shall be the calendar year.

2.7 ANNUAL REPORTS: AARST shall close the books of account at the end of each calendar year and shall prepare and provide to the Chapter a statement of the Chapter's income and expense. AARST shall use this information for income tax reporting purposes when it files the returns.

2.8 PERIODIC REPORTING: AARST shall prepare and provide to the Chapter a statement of the Chapter's income and expense on a quarterly basis.

2.9 RECORDS: The Chapter shall keep at its principal place of business or other location the following:

- (a) A copy of the Certificate of Incorporation, Bylaws, Affiliation Agreement, and all amendments thereto;
- (b) Copies of federal, state, and local tax returns and reports, if any, for the three most recent years; and

- (c) Copies of any financial statements for the three most recent years.

Article III

National Communications and Support for Chapters

- 3.1 AARST shall provide a website and hosting service to the Chapter. This service will include maintaining publicly available listings and periodic updates and advising the Chapter of good practices for web communications.
- 3.2 AARST will assist the Chapter in meeting the continuing education needs of its members and facilitate cross-Chapter collaboration on CE.
- 3.3 AARST will assist the Chapter in planning and implementing Chapter meetings.
- 3.4 AARST will assist the Chapter in planning and implementing public policy advocacy work in StateX.
- 3.5 The Chapter Council, which consists of Chapter Presidents and is supported by AARST staff, shall advance the growth, development, and sustainability of chapters, and provide Chapters with a representative vehicle to participate in the Association's governance. The Chapter Council meets monthly.
- 3.6 The Chapter Council is represented on the AARST Board of Directors by two Council Directors with full voting privileges.

Article IV

Chapter Programmatic Roles and Responsibilities

- 4.1 The Chapter will operate for 501(c)(6) purposes that are consistent with the purposes of AARST. Neither party will engage in any activity that would jeopardize the tax-exempt status of, or negatively impact the image or reputation of, the other party.
- 4.2 The Chapter shall be responsible for developing programs and services within its geographic area which appeal to the membership's interests including, but not limited to, educational programs and seminars for radon professionals and other interested persons, government affairs programs, and publicity.
- 4.3 The Chapter shall provide an outline of Chapter objectives (including Government Affairs goals) to AARST annually.
- 4.4 The Chapter may cooperate with complementary organizations within its geographic area to achieve mutual objectives, but they shall not thereby, directly or indirectly, circumvent the intent of this Agreement in any way.
- 4.5 All joint ventures sponsored/endorsed/supported by the Chapter must clearly state they are sponsored/endorsed/supported by the Chapter, and not AARST without express written consent.
- 4.6 Should specific programs, activities or services designed and initiated by the Chapter have potential value for use by other AARST chapters, AARST may work with the Chapter to make the service or product available to another AARST chapter.
- 4.7 When requested by AARST, the Chapter shall market, sponsor and distribute member services, programs, communications, and/or other activities in cooperation with AARST.

4.8 The Chapter will seek prior approval in writing from AARST on any and all public statements regarding national or international standards, federal laws, regulations, legislation, and building codes, as well as any AARST programs, including but not limited to the National Radon Proficiency Program, ANSI-AARST Standards, and the International Radon and Vapor Intrusion Symposium.

Article V

Chapter Operations

5.1 Both parties will strictly follow policies and procedures for, and remain in compliance with federal, state and local antitrust, trade regulations, and other applicable laws, regulations and ordinances.

5.2 The Chapter shall require officers to undergo Anti-Trust training at least once a year.

5.3 The Chapter shall use all reasonable efforts to have a minimum of 15 members and be operational in StateX.

5.4 The Chapter shall hold a biennial Officer election, nominate for election a slate of officers (Chapter President, Secretary, Treasurer), and submit the slate to AARST no later than one month before the election for approval, and hold the election in accordance with the Chapter Election SOP.

5.4.1. Election results shall be forwarded to AARST within fifteen days after the election.

5.5 The Chapter shall work to expand its leadership structure to include nominating and electing Government Affairs Chair, Membership Chair, Education Chair, and other such positions to support the programmatic work of the Chapter.

5.6 Each year, the Chapter shall convene a minimum of two (2) Chapter membership meetings, to include one (1) in-person Chapter membership meeting.

5.7 The Chapter shall use commercially reasonable efforts to ensure that the Chapter President or another designated officer attends 75% of chapter council meetings.

5.8 The Chapter shall submit to AARST notices of Chapter meetings and events, and other materials that can be used to promote the Chapter and update its website.

ARTICLE VI

Trademarks

6.1 Subject to the terms of this Agreement, AARST grants Chapter a limited, non-exclusive, non-transferable, royalty-free, non-sublicensable right, under AARST's intellectual property rights, during the term of this Agreement, to use AARST's name and logo (and any other AARST mark identified in writing by AARST) (the "Trademarks") in furtherance of Chapter's exempt purposes.

6.2 Both during and after the term of this Agreement, Chapter will not, and will not knowingly assist, permit, or encourage any other person to, do anything or omit to do anything that might prejudice, impair, jeopardize, violate, dilute, depreciate, or infringe any Trademark or AARST's interest in any Trademark or otherwise reflects adversely on AARST. Furthermore, the Chapter understands and agrees that AARST may, from time-to-time, provide written standards, rules, and procedures to the Chapter regarding the use of any Trademark in accordance with this Agreement; the Chapter shall fully comply with any such standards, rules and procedures. Upon AARST's reasonable, from time-to-time request, the Chapter shall provide copies to AARST of any materials bearing any Trademark

and/or otherwise pertaining to any Trademark so that AARST may examine such materials and verify the Chapter's proper use of the Trademarks.

6.3 If Chapter uses any Trademark in violation of this Agreement and fails to correct the violation within thirty (30) days of AARST notifying Chapter of such violation, then Chapter will promptly remove such Trademark and AARST will have the right to terminate this Agreement effective upon written notice. All uses of the Trademarks and related goodwill will inure solely to AARST.

6.4 All right, title, and interest in and to the Trademarks and all intellectual property rights associated therewith are exclusively owned by AARST. No other licenses or rights are granted by either party either directly, by implication, or otherwise.

6.5 AARST will assist the Chapter in preventing unauthorized use and understanding effective use of Trademarks. No fees will be paid by either party to the other party hereunder.

Article VII Term

The term of this Agreement will commence on the Effective Date.

Article VIII Approval Signatures

By signing below, the parties indicate approval of the terms of this agreement and commit to its effective implementation.

Name _____

President, StateX Chapter

Date _____

On behalf of the StateX Chapter

Diane Swecker

Executive Director

Date _____

On behalf of AARST