



AISES PROFESSIONAL CHAPTER AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") made as of the __day of _____,
_____, by and between the
American Indian Science & Engineering Society ("AISES")
and _____, a chapter and affiliate of
AISES ("Chapter").

WHEREAS, AISES is a nonprofit corporation organized under the laws of the State of Oklahoma with its principal place of business located in Albuquerque, New Mexico, that has been recognized by the United States Internal Revenue Service ("Service") as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code");

WHEREAS, AISES is a national organization which provides financial and educational assistance to high school, college and university students of Native American descent in the form of scholarships and other forms of financial aid and publishes or assists in the publishing of education materials designed to enhance educational opportunities for historically disadvantaged students;

WHEREAS, the Chapter is an association of individuals which seeks to promote, assist and enhance AISES activities in the State, Province, or Region of _____ through the formation of a local professional chapter and to utilize AISES' name, logo and reputation for this purpose;

WHEREAS, AISES has consented to the use of its name, logo and reputation by the Chapter under the terms and conditions set forth herein.

WHEREFORE IT IS AGREED as follows:

AISES hereby confers upon Chapter the status of its approved affiliate in the State, Province, or Region of _____. As such Chapter is authorized and licensed to utilize AISES' name in Chapter's own name, which as of the date hereof shall be " _____." Chapter shall be authorized to change its name from time to time upon prior written notice delivered to and consent thereto received from AISES. Chapter is hereby authorized to utilize AISES' name and logo on its stationary and in its written materials. However, Chapter shall not further license or permit other third parties to utilize or reproduce its own name and logo or those of AISES.

The Chapter agrees to abide by the Bylaws and reasonable rules of operations and regulations that may be imposed upon Chapter from time to time by AISES Board of Directors ("Board").

Each Chapter agrees to read AISES Bylaws, which Chapter acknowledges and agrees shall govern the Chapter's activities and functions. The Chapter shall not change or alter its organizational structure except with AISES' prior consent.

The Chapter shall be authorized to solicit funds on behalf of and in the name of AISES, and to collect local dues from its members separate and apart from those assessed by AISES. Any such contributions and dues shall be deemed to be contributions of cash or property to AISES. Any such funds so solicited shall be promptly deposited in such banking accounts controlled by AISES as AISES may designate.

The Chapter agrees to submit an annual report due on the 20th of January of the next fiscal year. Additionally, to maintain a Chapter in good standing, and updated Affiliation Agreement, meeting minutes, and bank account statements are also required and due on January 20th. As part of the financial reporting, all expenditures must have receipts to back up the charges. Receipts should be scanned and maintained in a secure, electronic file along with the corresponding financial report. Each expenditure should be described in detail including a vendor name, purpose of the expenditure, and other important details including the actual date of the expenditures or events. *The Annual Report Template* can be found here. *The Financial Report Form* can be found here.

Late or incomplete Annual or Financial reports could lead to the loss of a Professional Chapter's charter. It is imperative that complete reports be submitted to AISES Headquarters on time. A Chapter will be considered on probation **after missing one annual and financial report deadline**. Any Chapter that fails to submit the required annual report by January 31 will be recommended to the AISES Board of Directors for the loss of their charter.

The Chapter shall not represent to any third party that it has authority to serve as the agent or contract on behalf of AISES for any purpose. The Chapter agrees to indemnify AISES and hold AISES harmless from and against any loss, expense or cost by reason of the Chapter's activities conducted as an AISES affiliate.

The Chapter's geographic area shall be nonexclusive and be within the State, Province, or Region of _____. It may operate in such geographic territory and may solicit professionals and other persons who shall also be required to become a member of AISES. If a person terminates his/her membership in AISES for any reason at any time, his/her status as a member of the Chapter shall likewise terminate without further notice to such member. The Chapter shall specifically notify its members of this membership policy.

The Chapter's officers shall be elected by the members of the Chapter in accordance with procedures previously approved by AISES. Officers of the Chapter shall serve as volunteers without compensation, except that expenses incurred by such officers on behalf of the Chapter may be reimbursed.

The Chapter shall maintain appropriate records of minutes of its governing body, meetings and elections of officers, as well as appropriate financial records. These records must be submitted to AISES on an annual basis as noted previously. AISES shall have access to the books and records of the Chapter at any time upon reasonable prior request. Chapter shall provide full and complete copies of any records, including financial, banking and accounting records, upon reasonable prior notice furnished by AISES. Any banking accounts maintained by the Chapter must allow AISES to have access to these accounts. AISES Headquarters will have authority

to access any Chapter bank account.

If Chapter funds are discovered to be used for anything other than Chapter related expenses, Chapter members can be held accountable according to the law, banned from AISES membership, and the entire Chapter could lose its charter. Chapter leadership must be vigilant about the use of AISES funds – these are donations to be used to support STEM students and professionals and not for personal gain.

The Chapter shall not file federal or state income tax returns of any kind, other than employer payroll tax forms if applicable. Income and expenses derived from the Chapter's financial activities shall be reported on AISES' own income tax returns.

The parties acknowledge that the name, logo and reputation of AISES have significant intangible value to both AISES and the Chapter. The Chapter acknowledges that AISES has a proper and vested interest in maintaining the value of its name, logo and reputation. AISES therefore reserves the right to restrict the Chapter's activities in its discretion to protect its intangible assets. The Chapter will cease any activity at AISES' request, but will have the right to appeal to the Board any request it perceives as unwarranted.

The term of this Agreement shall commence as of the date set forth above. This Agreement may be terminated by either party at any time without cause upon thirty (30) days notice to the other party.

Upon the termination of this Agreement at any time, the Chapter's right to utilize AISES' name and logo shall thereupon terminate at once. Thereafter, the Chapter shall not utilize AISES name or logo or refer to AISES in any way. Upon termination hereof, any accrued but unpaid amounts that may be due to AISES by the Chapter shall immediately become due and payable and shall promptly be paid by the Chapter less any disputed amounts. Disputed amounts shall not become due until the actual amounts have been affirmed or determined by an audit conducted by or verified by the Board. Costs associated with the audit will be paid by the party in error.

This Agreement may be amended at any time in writing signed by the parties hereto.

Any notice that may be given hereunder shall be in writing and shall be deemed to be given on the date that such notice is deposited in a proper receptacle of the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party receiving the notice as follows:

If to AISES: AISES Chief Executive Officer
4263 Montgomery Blvd., NE, Suite 200
Albuquerque, NM 87109

If to Chapter: _____

AISES may, but is not required, to provide financial assistance to fund Chapter activities hereunder, at AISES' sole discretion. Any financial assistance that is provided may be subject to such conditions as AISES may determine in the exercise

of its sole discretion.

Notwithstanding any other provision hereof, the Chapter shall not incur any obligation which obligates the Chapter to an expenditure of funds in excess of \$9,999 to any single vendor or person, without the prior written consent of AISES.

Chapters can hold up to \$25,000 in their bank accounts. Single grants gained by a Chapter of \$20,000 or less may be deposited in a Chapter's bank account. If a single grant is \$20,001 or over, the grant must be deposited in the AISES Headquarters bank account in the name of the Chapter. If additional funds are needed then Chapters must have express permission from AISES Headquarters to pursue and as noted any funds collected will be held in the AISES Headquarters bank account in the Chapter's name.

Chapters may not incur any obligation which requires the Chapter to an expenditure of funds in excess of \$9,999 to any single vendor or person, without the prior written consent of AISES Headquarters.

The parties hereto acknowledge that the person signing on behalf of AISES and the Chapter are duly authorized to execute this Agreement and that their signatures hereto operate to bind AISES and the Chapter to the terms and conditions hereof.

IN WITNESS WHEREOF, we have executed this Agreement as of the date set forth

above. AMERICAN INDIAN SCIENCE & ENGINEERING SOCIETY

By: _____
Signature Printed
Name

Title: AISES Chief Executive Officer

Name of Chapter: _____

By: _____
Signature Printed
Name

Title: _____