



ASRT AFFILIATE CHARTER AGREEMENT

THIS AGREEMENT, made this 24 day of October, 2009, between the American Society of Radiologic Technologists, a nonprofit 501 (c) 6 corporation in the State of Illinois, whose principal office is at American Society of Radiologic Technologists, 15000 Central Avenue, S.E., Albuquerque, New Mexico 87123-3909 (hereinafter referred to as "ASRT"), and Arizona State Society of Radiologic Technologists, Inc. a nonprofit corporation in the State of Arizona (hereinafter referred to as ("Affiliate")).

WHEREAS, ASRT and AFFILIATE wish to cooperate to promote the common business interests of individuals who are engage in the radiologic technology profession; and

WHEREAS, AFFILIATE wishes for ASRT to assist AFFILIATE in matters of common interest and value;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASRT and AFFILIATE,

IT IS AGREED:

1. Affiliation. ASRT and AFFILIATE agree that they will use their best efforts to cooperate in the provision of the Services, as described in the corporate purposes of ASRT, embodied in its Bylaws.

2. License.

(a) In general. ASRT licenses AFFILIATE to use its name, as an official AFFILIATE, and any and all trademarks or service marks ASRT now or hereafter owns and extends to the AFFILIATE, during the term of this Agreement, in connection with AFFILIATE's activities to promote the common business interests of individuals and entities engaged in the radiologic sciences. In order to protect the good name and integrity of ASRT, ASRT retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.

(b) Acknowledgment. AFFILIATE acknowledges that ASRT is the lawful owner of the name, "American Society of Radiologic Technologists" and of the acronym "ASRT" and its associated trademarks used in its business, and AFFILIATE agrees that it will take no action inconsistent with ASRT's ownership of its name, and the acronyms and trademarks.

(c) Services. ASRT agrees to provide the following services to AFFILIATE:

- (1) Initial legal review of governing documents and amendments.
- (2) Review of continuing education programs sponsored by the affiliate.
- (3) At AFFILIATE's request, inclusion under ASRT's tax exempt Group Exemption Number with the Internal Revenue Service.

3. AFFILIATE agrees to:

- (a) Governing documents.

Each affiliate shall renew its charter annually, and within sixty (60) days after the close of its fiscal year, submit the following to the ASRT:

1. Annual budget/financial statement.
2. Affiliate bylaws in agreement with ASRT Bylaws.
3. Articles of incorporation.
4. Certificate of good standing verifying corporate existence is valid dated no later than 90 days prior to application being submitted.
5. Evidence of IRS recognition of tax-exempt status (e.g., determination letter issued to applicant or letter requesting ASRT include applicant in group exemption number).
6. Verification that affiliate officers are ASRT members.
7. Annual meeting information.
8. Names and contact information for officers and board members.

The ASRT recommends that the affiliate submit all proposed amendments to its articles of incorporation and bylaws to ASRT, for its review and approval, not less than 60 days before the date proposed for their adoption in order to assure consistency with ASRT. In the event that AFFILIATE adopts amendments which, after review by ASRT, are inconsistent with this Agreement and/or may create legal liability for ASRT, the AFFILIATE will be in violation of this Agreement and its status may be terminated by ASRT after appropriate probation.

- (b) Operations. Operate in conformity with its articles of incorporation and bylaws, and remain in good standing under the law under which it is incorporated.
- (c) Purposes and activities. AFFILIATE's purposes/activities must be aligned with the mission/purpose of ASRT and it must be organized and operated at all times primarily to educate and/or promote the common business interests of its members within the meaning of Section 501(c)(6) or 501(c)(3) of the Internal Revenue Code of 1986.
 - (i) AFFILIATE acknowledges if recognized as a 501(c)(3) by the Internal Revenue Service that they will not be eligible for inclusion under the ASRT's General Exemption Number.
- (d) Federal and state laws. Be organized and operated at all times in conformity with all applicable Federal, state, and local laws, regulations, and ordinances.
- (e) National cooperation. Support ASRT's mission and cooperate with ASRT and its other AFFILIATES in providing regional and national services.

(f) Employee Identification Number (EIN). AFFILIATE shall obtain an EIN for the AFFILIATE.

(g) Insurance. ASRT recommends the AFFILIATE obtain directors and officers insurance.

(h) Policies and Procedures. ASRT recommends the AFFILIATE adopt and maintain the following policies for the corporation at minimum: Conflict of Interest; Document Retention and Destruction; and Whistleblower.

(i) Annual 990 Filing. Affiliate shall make all necessary Federal and state tax filings annually. The ASRT recommends the AFFILIATE forward annually a copy of their IRS form 990 to the ASRT Governance and Affiliate Relations Department.

4. Agency. ASRT and AFFILIATE agree that this agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

5. Indemnification. ASRT and AFFILIATE individually agree to indemnify and hold harmless each other and/or ASRT's members or other AFFILIATES for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, conducted by AFFILIATE and ASRT, respectively, pursuant to this Agreement. In particular, if AFFILIATE's membership definitions are different in any respect from those of ASRT, AFFILIATE agrees to indemnify and hold ASRT and its directors, officers, employees, agents, and members harmless with respect to any claim arising out of or based on AFFILIATE's membership criteria or the administration of such criteria. ASRT and AFFILIATE will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

6. Term. This Agreement shall be effective on the date above written, and shall continue in effect in accordance with this section.

7. Termination.

(a) In general. Either the ASRT House of Delegates or AFFILIATE may terminate this Agreement upon 90 days' notice in writing to the other party.

(b) For cause. Either ASRT or AFFILIATE may terminate this Agreement upon written notice and due process to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach, as defined in section 7(d) below of this Agreement.

(c) Effect. Upon termination of this Agreement, ASRT shall have no further responsibility under paragraph 2, and AFFILIATE shall cease all use (if any) of ASRT's name, acronym, and logos.

(d) AFFILIATE may be suspended or terminated for cause pursuant to Section 7(b) above. The determination of sufficient cause for such suspension or termination of affiliate status shall be in the sole discretion of the ASRT. Examples of such include, but are not limited to: a violation of the Bylaws or any lawful rule or practice duly adopted by the ASRT, or any other conduct prejudicial to the interests of the ASRT.

Although ASRT reserves the right to make a determination as to whether cause exists as well as the right to modify any established or recognized procedures for determining if "cause" exists, as well as the appropriate ASRT response, A representative sample of how ASRT procedure may occur is:

- i. ASRT staff will review the matter and collect relevant information/documentation related to it.
- ii. The complete matter file will be forwarded to the ASRT Board of Directors for review and consideration.
- iii. If the Board of Directors deems the charges to be sufficient, the affiliate charged shall be advised in writing of the charges.
- iv. A statement of the charges shall be sent by certified or registered mail to the last recorded address of the affiliate president at least twenty (20) days before final action is taken.
- v. The statement shall be accompanied by a notice of the time and place of the meeting at which the charges shall be considered.
- vi. The affiliate officers shall have the opportunity to appear in person and be represented by counsel to present any defense to such charges before action is taken.
- vii. Depending on the severity, or significance of the alleged act, if established to have occurred, the ASRT Board may take immediate action to alter the relationship between the parties including, but not limited to, suspending AFFILIATE's Charter, placing AFFILIATE on probationary status, suspending services to AFFILIATE (including free CE and approval), and limiting the AFFILIATES ability to use or make reference to the ASRT name/logo/intellectual property.
- viii. Notwithstanding the possibility of an expedited enforcement action, as set forth in Section 7(d) (vii) above, the Board otherwise will make its final determination and recommendations to the ASRT House of Delegates at its next session.
- ix. Termination of this Agreement, suspension or expulsion shall be by 2/3 vote of the House of Delegates. Concerning an act by the Board pursuant to Section 7(d)(vii), the ASRT House of Delegates may reverse such action by 2/3 vote.

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

9. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

10. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

11. Notices. Notices required by this agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed or as specified by subsequent written notice delivered by the party whose address has changed.

12. Governing Law. This Agreement shall be governed in all respects (other than conflicts of laws) by the laws of the state of New Mexico. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

13. Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

14. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

AMERICAN SOCIETY OF RADIOLOGIC TECHNOLOGISTS

By: Londa K. Holden NOV 18 2009
ASRT Chairman of the Board Date

AFFILIATE

By: John B. Gaddis, RTR(M) CNMT 10/24/09
President Date