



INFECTIOUS DISEASES SOCIETY OF AMERICA **AFFILIATE AGREEMENT**

This Affiliate Agreement ("Agreement"), effective the ____ day of _____, 20__ (the "Effective Date"), is made between Infectious Diseases Society of America, a District of Columbia nonprofit corporation ("IDSA") and _____, a _____ nonprofit corporation (the "Affiliate").

WHEREAS, IDSA is a tax exempt, nonprofit association, whose purpose is to improve the health of individuals, communities and society by promoting excellence in patient care, education, research, public health and prevention relating to infectious diseases; and

WHEREAS, Affiliate is also a tax-exempt, nonprofit organization, which seeks to further the exempt purposes of the IDSA under the terms and conditions of this Agreement;

NOW, THEREFORE, in furtherance of the mutual promises and consideration in this Agreement, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. AFFILIATION

1.1 Scope. IDSA and Affiliate hereby agree that Affiliate shall be designated as an "Affiliate of IDSA", subject to the terms and conditions of this Agreement.

1.2 Intellectual Property. The foregoing designation as an "Affiliate of IDSA" by IDSA to Affiliate includes a limited right to use certain intellectual property of IDSA, such as its trademarks or copyrights, subject to the terms and conditions in this Agreement.

1.3 Term. The term of the affiliate agreement is five years. Affiliate may reaffiliate with IDSA for consecutive terms.

2. MEMBERSHIP

All members of Affiliate are eligible to become members of IDSA; however, officers of Affiliate must be IDSA members throughout the term of this agreement.

3. OBLIGATION OF ASSOCIATION

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

3.1 Recognition. IDSA shall recognize Affiliate as an "Affiliate of IDSA" on IDSA's website. IDSA shall provide an "Affiliate of IDSA" branded logo for use on the Affiliate's website, printed program materials, brochures, certificates, Word documents, and presentations.



3.2 Operational Support. IDSA shall collect and provide access to a resource library of tools, templates, forms, best practices and other information useful for running a successful state or regional ID society. IDSA shall add approved Affiliate events to IDSA's events calendar. IDSA shall convene a meeting of Affiliate leaders at **IDWeek** and may provide support for one virtual meeting of Affiliate leaders annually. IDSA shall provide Affiliate with access to a designated e-community. IDSA shall distribute Affiliate-provided email messages to IDSA members in the Affiliate's state or region on behalf of Affiliate up to 3 times per year. IDSA must approve content and reserves the right to edit to adhere to IDSA style guidelines and policies.

3.3 Program Support. IDSA shall make available one IDSA leader to speak at one designated Affiliate event per year at no cost to Affiliate. IDSA shall make available co-branded informational materials available to Affiliate. IDSA shall make a compendium of its policies and advocacy resources available to Affiliate.

4. OBLIGATIONS OF AFFILIATE

Affiliate's obligations under this Agreement shall, without limitation, include the following:

4.1 Affiliate Structure, Activities, and Purposes. Affiliate represents and warrants that it is incorporated as a nonprofit corporation and is tax-exempt under Section 501(c)(6) or 501(c)(3) of the Internal Revenue Code. Affiliate shall align its mission and vision to IDSA's mission and vision. Affiliate shall maintain good standing under the laws of the state of its incorporation. Affiliate shall strive for recognition as a specialty society of the Affiliate's state medical society. Affiliate shall strive to develop capacity to monitor and advocate on pending state legislative issues affecting the practice of ID medicine and public health.

4.2 Recordkeeping and Compliance. Affiliate shall maintain all records related to its corporate and tax-exempt status and shall forward to IDSA, upon request, copies of its Articles of Incorporation, Bylaws, and determination letter from the Internal Revenue Service. Further, Affiliate shall maintain records related to its list of members, educational programs, mailings of publications, use of educational materials, and other activities and operations. Affiliate shall comply with all applicable laws, rules, regulations in the performance of its obligations in this Agreement.

4.3 Communications. Affiliate shall provide a link to IDSA on its website. Affiliate shall list major IDSA events on its website and social media sites and in communications to its members electronically and at live events. Affiliate shall distribute advocacy alerts and messages (up to 10 per year) and IDSA surveys (up to 2 per year) to its members.

4.4 Self-Assessment. Affiliate shall submit a self-assessment report along with current bylaws to IDSA every 5 years.

5. USE OF TRADEMARK AND COPYRIGHTED MATERIALS; CONFIDENTIAL INFORMATION

5.1 Limited License. Affiliate shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of IDSA without IDSA's prior written consent, other than the limited use of such logos, marks, names, or



copyrighted materials in connection with performance of the specific activities authorized under this Agreement. Any use of IDSA's logo, mark, or name shall be approved by IDSA. In addition, Affiliate shall not make or cause to make any copies of the IDSA's educational materials or membership publications, or resell any of same, without IDSA's prior written consent. With respect to any use of IDSA's logo, mark, name, or copyrighted materials, Affiliate shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law, the laws of the Territory, and any other guidelines that IDSA shall prescribe. In any event, upon expiration or termination of this Agreement, all use by Affiliate of IDSA's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. Affiliate's obligations to protect IDSA's property under this Section 5.1 shall survive the expiration or termination of this Agreement.

5.2 Confidential Information. Affiliate shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of IDSA's confidential or proprietary information or data (collectively, "Confidential Information"). Such Confidential Information shall at all times remain the property of IDSA and shall be deemed to be furnished to Affiliate in confidence and solely in connection with Affiliate's obligations under this Agreement. Upon termination of this Agreement for any reason, Affiliate shall immediately deliver to IDSA 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 Affiliate or its employees, agents, or contractors. Affiliate's confidentiality obligations under this Section 5.2 shall survive the expiration or termination of this Agreement.

6. SEPARATE ENTITIES; INDEMNIFICATION

6.1 Separate Entities. IDSA and Affiliate 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.

6.2 Indemnification. In furtherance of the above intention and agreement, each party hereby agrees to indemnify and hold harmless the other party, its officers, directors, agents, members, and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by the indemnifying party, or any of its officers, directors, members, or employees thereof.

7. REVOCATION OR SURRENDER OF AFFILIATION

7.1 Revocation of Affiliation. The affiliation granted to Affiliate in this Agreement, with all its attendant rights and obligations, shall remain in full force and effect, unless revoked by IDSA or surrendered by Affiliate in accordance with the following provisions. The IDSA, through its Board of Directors, shall have authority to revoke Affiliate's affiliation with IDSA if the Board determines that the conduct of Affiliate is in violation of this Agreement. Any decision by IDSA to revoke Affiliate's affiliation with IDSA shall be initiated by the sending of written notice to Affiliate specifying the grounds upon which such revocation would be based; provided, however, that IDSA shall give Affiliate 30 days from such notice to cure any alleged breach of the Agreement or violation of IDSA policies. In the event IDSA determines that Affiliate has not corrected the condition leading to its decision to revoke Affiliate's affiliation with IDSA, such decision will become final unless Affiliate files a notice to appeal such determination. Upon the



filing of such notice, Affiliate shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of IDSA upon such rules or procedures as the Board may from time to time prescribe. The decision of the Board shall be final and appeal may not be taken to any other forum.

7.2 Surrender of Affiliation. Affiliate may surrender its affiliation by delivering notice of its intention to do so at least 30 days in advance of the effective date of such action.

8. WARRANTY; LIMITATION OF LIABILITY

8.1 WARRANTY. IDSA 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.

8.2 LIMITATION OF LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR SPECIAL DAMAGES OF ANY KIND.

9. MISCELLANEOUS

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

9.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9.3 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.

9.4 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.

9.5 Successors and Assigns. This Agreement shall inure to the benefit of IDSA, its successors and assigns, and IDSA may assign all or any portion of this Agreement and its duties hereunder upon written notice of any such assignment. Affiliate may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of IDSA.



9.6 Force Majeure. Neither IDSA nor Affiliate shall be liable for its failure to perform its obligations under this Agreement due to events beyond its reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.

9.7 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier or mail (postage prepaid) addressed or directed to IDSA or Affiliate, as the case may be, at the address shown at the beginning of this Agreement, or such other address as shall be designated by at least ten (10) days prior written notice.



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.

AFFILIATE

IDSA

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____