



ORGANIZATION FOR HUMAN BRAIN MAPPING REGIONAL CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between the Organization for Human Brain Mapping (OHBM), a 501(c)(3) nonprofit corporation, with its principal place of business at 5841 Cedar Lake Road, Suite 204, Minneapolis, MN 55416, and _____ (CHAPTER), a _____ nonprofit corporation, with its principal place of business at _____.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. **Grant of Charter to CHAPTER**

- A. **Charter.** OHBM hereby grants to CHAPTER a non-exclusive charter to be a CHAPTER of OHBM. In accordance therewith, CHAPTER is authorized to use the name Organization for Human Brain Mapping (OHBM) and logo of OHBM in or in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with CHAPTER's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by OHBM.
- B. **Term and Termination.** The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by OHBM or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender.
- C. **Geographic Regions.** OHBM defines geographic regions using the official [United Nations designations](#). CHAPTER shall represent OHBM as OHBM's affiliate in _____ (the "Region"), pursuant to and in accordance with OHBM's mission and purposes as set forth in OHBM's Articles of Incorporation and Bylaws or as otherwise established by OHBM's Council. CHAPTER acknowledges that this designation is non-exclusive in the Region and that OHBM may, in its sole discretion, designate other affiliates in the Region or may sponsor or conduct programs, accept members, and perform other activities within the Region.
- D. **Authorized Activities.** OHBM specifically authorizes CHAPTER to conduct the following activities within the Region: organizing lectures, colloquia, workshops, conferences, outreach and social/networking events; and other such activities as may be consistent with the mission and purposes of OHBM and in which OHBM may from time to time authorize CHAPTER to engage.

II. Membership

Members of the CHAPTER need not be members of OHBM other than those designated in the petition; however, the Chapter is expected to promote membership in OHBM. The terms and conditions of membership in OHBM shall be determined exclusively by OHBM. The terms and conditions of membership in CHAPTER shall be determined exclusively by CHAPTER and shall be set forth in CHAPTER's Bylaws. Any CHAPTER dues shall be collected directly by the Chapter.

III. Obligations of CHAPTER

CHAPTER's obligations under this Agreement shall include:

- A. **Corporate and Tax Status.** CHAPTER warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing.
- B. **Articles of Incorporation, Bylaws and Other Requirements.** As a condition of receipt of its charter as a CHAPTER of OHBM, CHAPTER must provide to OHBM a copy of their Articles of Incorporation and Bylaws. Any amendments to CHAPTER's Articles of Incorporation or Bylaws must also be submitted to OHBM.
- C. **Compliance with Laws.** CHAPTER warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards.
- D. **Recordkeeping and Reporting.** CHAPTER shall maintain reasonable records related to all of its programs, activities and operations. CHAPTER shall submit regular written reports, no less than once per year, to OHBM summarizing its programs, activities and operations. Upon the written request of OHBM and at OHBM's expense, CHAPTER shall permit OHBM or OHBM designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to OHBM copies of such records.
- E. **Programs and Activities.** CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of OHBM, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through OHBM in support of such programs and activities. CHAPTER shall send to OHBM on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. OHBM may, at its sole discretion, send representatives to observe such programs and activities.
- F. **Government Affairs Efforts.** CHAPTER shall not engage in government affairs efforts within the Region.

IV. Intellectual Property and Confidential Information.

- A. **Limited License.** In accordance with OHBM's non-exclusive grant to CHAPTER to be a CHAPTER of OHBM in the Region, CHAPTER is hereby granted a limited, revocable, non-

exclusive license to use (i) the name Organization of Human Brain Mapping (OHBM), logo of OHBM and other OHBM trademarks, service marks, trade names and logos (hereinafter collectively referred to as the Marks) and (ii) all copyrighted or proprietary information and materials provided by OHBM to CHAPTER during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER related purposes with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein or subsequently provided to CHAPTER by OHBM. Any CHAPTER names, acronyms and logos developed by the Chapter during the affiliation become the intellectual property of OHBM.

- a. The Intellectual Property is and shall remain at all times the sole and exclusive property of OHBM. The Intellectual Property may be used by CHAPTER of OHBM if and only if such use is made pursuant to the terms and condition of this limited and revocable license. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by OHBM. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by OHBM. The interpretation and enforcement (or lack thereof) of these terms and conditions and compliance therewith, shall be made by OHBM in its sole discretion.
- b. OHBM's logo may not be revised or altered in any way, and must be displayed in the same form as produced by OHBM. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of OHBM.
- c. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without OHBM's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without OHBM's express prior written approval. Notwithstanding, the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of OHBM, discredits OHBM or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between OHBM and CHAPTER including but not limited to the fact that CHAPTER is a separate and distinct legal entity from OHBM.
- d. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, international law, the laws of the Region, and any other guidelines that OHBM may prescribe.
- e. OHBM shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and

conditions. OHBM reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER's usage thereof is not in the strict accordance with the terms and conditions of this limited and revocable license.

- f. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

- B. **Confidential Information.** The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof, (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either party or its officers, directors, employees, agents, contractors or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

V. Relationship of Parties

The relationship of OHBM and CHAPTER to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of OHBM.

VI. Indemnification

CHAPTER shall indemnify, save and hold harmless OHBM, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agenda, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. The indemnity shall require CHAPTER to provide payment to OHBM of costs and expenses as they occur. CHAPTER shall promptly notify

OHBM upon receipt of any Claim and shall grant to OHBM the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. Revocation or Surrender of Charter

A. **Revocation of Charter.** The charter granted by OHBM to CHAPTER hereunder shall remain in full force and effect unless and until revoked by OHBM or surrendered by CHAPTER in accordance with the provisions of this Agreement. OHBM, through its Council, shall have the authority to revoke the charter of CHAPTER if the Council determines that the conduct of the CHAPTER is in breach of any provision of this Agreement. Any decision by OHBM to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that OHBM shall provide CHAPTER with thirty (30) days from the date of such notice to cure any alleged breach of this Agreement. In the event that OHBM determines, in its sole discretion, that CHAPTER has not corrected the condition leading to OHBM's decision to revoke CHAPTER's charter, OHBM shall so notify CHAPTER in writing OHBM's decision shall become final within thirty (30) days of its receipt of written notice from OHBM. CHAPTER delivers to OHBM a written notice to appeal such determination. Upon the filing of such an appeal notice, CHAPTER shall have the opportunity to present its case, by written communication or in person to the Council of OHBM pursuant to the applicable rules or procedures prescribed by OHBM's Council. The decision of OHBM's Council upon such appeal shall be final and not subject to further appeal.

A CHAPTER, once established, shall operate for a period of five (5) years, after which it shall be terminated unless a new petition for its continuation is presented to the Council one month before the closest meeting before the date of termination. Notwithstanding the foregoing, if a CHAPTER fails to organize any scientific activity for a period of three (3) years, it shall be terminated, and, unless there are new circumstances, no petition for its re-establishment shall be permitted for a period of at least one (1) year thereafter.

B. **Surrender of Charter.** CHAPTER may surrender its charter by delivering to OHBM written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

C. **Discontinuation of Privileges.** Upon surrender or termination, CHAPTER shall cease using OHBM's name, trademark, trade name and logo and all other rights and privileges associated with being affiliated with OHBM. CHAPTER's financial obligations to OHBM incurred before termination shall remain an obligation of the CHAPTER until paid or otherwise resolved. Any remaining funds shall become the property of OHBM and used as a donation towards travel awards funding for the next Annual Meeting. OHBM, for its part, shall not apply funds generated by a CHAPTER except for the benefit of the CHAPTER, nor allow others to use such funds except for the benefit of the CHAPTER.

VIII. Miscellaneous

- A. **Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executive by both parties.
- B. **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred to sub-licensed, by either party without the express prior written consent of the other party.
- C. **Notice.** All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by email, by FAX, by certified mail or by overnight courier with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice to the following addresses or FAX numbers:

If to OHBM 5841 Cedar Lake Road, Suite 204
 Minneapolis, MN 55416
 Attn: OHBM Executive Director
info@humanbrainmapping.org
 FAX: (952) 545-6073

If to CHAPTER _____

 Attn: _____
 Email: _____
 FAX: _____

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

ORGANIZATION FOR HUMAN BRAIN MAPPING

Print Name: _____
 Signature: _____
 Title: _____ Date: _____

NAME OF CHAPTER

Print Name: _____
 Signature: _____
 Title: _____ Date: _____