**HEALTHCARE INFORMATION AND MANAGEMENT SYSTEMS SOCIETY**

**CHAPTER AFFILIATE AGREEMENT**

**Purpose**

The Healthcare Information and Management Systems Society, an Illinois not-for-profit corporation (“HIMSS”), and **[insert chapter name]**, an Illinois not-for-profit corporation (“Chapter”), recognizing the similarities in their general purpose and membership, have determined that it is in the best interests of their respective organizations to create an affiliation between the organizations and formalize their collaborative relationship.

The purpose of this Chapter Affiliate Agreement (the “Agreement”) is to provide and formalize a relationship of affiliation between HIMSS and the Chapter (“Chapter Affiliation”).

**Agreement**

In support of the purposes set forth above, and for good and reasonable consideration, HIMSS and the Chapter agree that the Chapter Affiliation shall be comprised of and governed by the following terms and conditions.

1. Territory Served and Membership.
   1. The Chapter shall have the non-exclusive right to promote the interests of HIMSS solely within the geographical boundaries set forth on Exhibit A attached hereto(the “Territory”). Exhibit A may be amended by HIMSS from time to time in its sole discretion. The Chapter shall submit requests for amendments to Exhibit A to the HIMSS Board of Directors, or its designee(s).
   2. HIMSS automatically shall assign and the Chapter will grant Chapter membership to each HIMSS members in good standing within the Territory who agrees to abide by the Chapter bylaws, the HIMSS Code of Ethics, and such other rules and regulations as HIMSS may adopt. HIMSS members shall be placed in the Chapter membership category that corresponds with their HIMSS membership category.
   3. The Chapter will grant membership to any HIMSS member in good standing outside of the Territory who is approved by HIMSS for membership in the Chapter.
   4. The Chapter may grant Chapter-Only membership to any individual who is not a HIMSS member who (i) is interested in and agrees to support the purposes of the Chapter; (ii) is active and/or interested in the field of healthcare information and management systems; (iii) meets the criteria for Chapter membership in a particular Chapter membership category as determined by HIMSS; (iv) agrees to abide by the Chapter’s bylaws, the HIMSS Code of Ethics, and such other rules and regulations as the Chapter or HIMSS may adopt; and (iv) meets such additional criteria for membership as HIMSS may establish from time to time.
2. Relationship of the Parties.
   1. The Chapter shall organize itself and conduct its activities in such a manner as to establish its fundamental alignment and functional compatibility with HIMSS.
   2. The Chapter’s general purposes and objectives shall be complementary and consistent, on a local basis within the Territory, with those of HIMSS. The Chapter shall abide by, and conduct its affairs in accordance with, the purposes and principles set forth in the HIMSS Bylaws, the Standardized Chapter Bylaws, the Chapter Board Manual, and any and all additional policies, rules, and regulations that HIMSS, in its sole discretion, may amend or institute from time to time.
   3. Within three (3) months following the date of this Agreement, the Chapter shall take all action necessary to adopt bylaws substantially similar to the form of bylaws attached hereto as Exhibit B (“Standardized Chapter Bylaws”). Any modifications to the Standardized Chapter Bylaws must be approved by the HIMSS Board of Directors, or their designee(s), prior to their adoption by the Chapter. Thereafter, the Chapter must take all action necessary to adopt, amend, or repeal such bylaw provisions as HIMSS advises are necessary to maintain the Chapter’s alignment with the HIMSS Bylaws and any other rules and regulations adopted by HIMSS from time to time. Chapter acknowledges that HIMSS has the authority to independently adopt and implement amendments to the Chapter bylaws.
   4. The Chapter and HIMSS shall collaborate in the creation and operation of a coordinated scheme under which they will conduct, independently and together, education, marketing, and promotional activities designed to advance both HIMSS and the Chapter’s purposes and strategic objectives within the Territory.
   5. Nothing in this Agreement shall be deemed to create a legal partnership or joint venture, employment, or agency relationship between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other. HIMSS is not liable or responsible for the debts or obligations of the Chapter, and the Chapter is not liable or responsible for the debts or obligations of HIMSS.
3. HIMSS Responsibilities.
   1. To the extent and in such manner set forth in HIMSS’s policies, HIMSS shall support the Chapter in the areas of organization and governance; collection of dues; membership; finance; technology; education and programming; and leadership development.
   2. HIMSS shall appoint someone to serve as the Chapter’s registered agent in the State of Illinois.
   3. HIMSS shall secure officers’ and directors’ and comprehensive general liability insurance, which shall include coverage for the Chapter, its officers and directors in such amounts as determined by HIMSS, in its sole discretion.
   4. HIMSS shall maintain the Chapter’s membership database.
   5. HIMSS shall provide Chapter leaders with education and programming on matters of interest and importance to the Chapters.
4. Chapter Responsibilities.
   1. The Chapter must be incorporated as an Illinois not-for-profit corporation and maintain its corporate status in good standing with the Illinois Secretary of State.
   2. The Chapter must qualify to do business in the Territory in accordance with applicable state and local law and maintain its status in good standing in the Territory.
   3. The Chapter must adopt the Standardized Chapter Bylaws. Any modifications to the Standardized Chapter Bylaws must receive the prior written approval of HIMSS.
   4. HIMSS is exempt from Federal income tax under Section 501(c)(6) of the Internal Revenue Code, as amended (“Code”), and maintains a group tax exemption in order to provide its Chapters the opportunity to be recognized as exempt from Federal income tax without having to separately apply for such status with the IRS. The Chapter hereby elects to be included in the HIMSS group tax exemption, and shall take all actions necessary to maintain such tax-exempt status at all times**.**
   5. The Chapter shall prepare and submit all required federal, state and local corporate and tax filings.
   6. The Chapter shall hold annual member meetings, regular Board meetings, and shall conduct an annual program of activities, including regular communication with Chapter members, education, marketing, and promotion in the Territory, that meets minimum requirements set for the Chapter by HIMSS.
   7. The Chapter shall provide the following information to HIMSS annually on such dates as HIMSS may establish in its sole discretion:
      1. Completed Chapter Annual Standards Report, including all exhibits thereto (a copy of which is included in the Chapter Board Manual and available online at www.himsschapterleaders.org/ ).
      2. Copies of minutes of all meetings of the Chapter’s voting members, Board of Directors, and committees having the authority of the Board of Directors (e.g., Executive Committee, Audit Committee).
      3. Such other information as the HIMSS Board of Directors may request from time to time.
   8. The Chapter shall assist HIMSS and provide HIMSS with all information necessary for HIMSS to fulfill its responsibilities set forth in Section 3(b).
5. Chapter Limitations.
   1. The conduct of any and all activities of the Chapter pursuant to this Agreement or otherwise on behalf of HIMSS shall be geographically limited to the Territory, unless otherwise expressly authorized in writing by HIMSS.
   2. The Chapter shall make no statement or express a position on any issue that may be construed as representing a statement or position of HIMSS, except insofar as HIMSS has expressly authorized the Chapter in writing to do so on its behalf.
   3. Unless expressly authorized in writing by HIMSS, the Chapter shall not bind HIMSS to any contract, written or oral, expressed or implied. In entering into any agreement, the Chapter must specify that it is acting on its own behalf and not on behalf of HIMSS.
   4. Under no circumstances shall the Chapter use HIMSS’s name to secure loans or credit, nor shall HIMSS be bound in any way by such agreements.
   5. The Chapter shall be solely responsible for its acts, omissions, debts, and liabilities, and for fulfilling all requirements imposed by governmental authorities.
   6. The Chapter shall not act as a political action committee, or undertake activities resembling those customarily conducted by a political action committee.
   7. The Chapter may not amend or revise its bylaws without HIMSS’s prior written approval.
6. Trademarks and Branding.
   1. HIMSS hereby grants Chapter a license to use HIMSS’s name, including the designation “HIMSS,” as a component of its own name to indicate its affiliation with HIMSS in the Territory. All uses of the Chapter name must be as follows: “HIMSS,” followed by the Chapter’s geographic location followed by the word “Chapter” (for example – HIMSS, *Georgia Chapter*); provided, however, Chapters formed prior to January 1, 2012 may continue to use their previously approved chapter name.
   2. HIMSS hereby grants Chapter a license to use, and Chapter shall use, the HIMSS Chapter logo set forth on Exhibit B (“Chapter Logo”) for the signification of its identity, and shall not for this purpose use any other logo, including any modified version of the HIMSS logo, without the express prior written permission of HIMSS.
   3. The Chapter shall take all reasonable steps necessary to protect the Chapter Logo and the HIMSS’s name and logo from unauthorized or inappropriate use, and shall have no right to assign, sub-license, or in any other manner transfer the right to use the Chapter Logo, or the HIMSS name or logo to any other party.
   4. Correspondence, brochures, newsletters, Web pages, or any other documents and information produced or published by the Chapter, whether in printed or electronic form, shall through the use of name, the Chapter Logo, or both, identify the Chapter in a manner that clearly signifies its affiliation with HIMSS.
   5. The Chapter may not use the HIMSS name and/or Chapter Logo in a confusing manner or manner that would imply that such materials or activities were being conducted by HIMSS.
   6. HIMSS shall have the right to reference the Chapter Affiliation in marketing, membership, and other materials, and to use the Chapter’s name as well as the Chapter logo for this purpose.
   7. HIMSS may inspect all of Chapter’s uses of the HIMSS name and Chapter Logo, and Chapter agrees to comply with any such request. HIMSS shall have the right to demand (i) that the Chapter modify its use of the HIMSS name and/or Chapter Logo in accordance with HIMSS’ instruction; or (ii) cease and desist any use of the HIMSS name or Chapter logo that HIMSS deems confusing or inappropriate, in its sole discretion. Chapter shall comply with any such requests as soon as practical, but in any event within no more than 10 days.
   8. Except as expressly granted to Chapter under the terms of this Agreement, all right, title and interest in and to the HIMSS name and logo, and the Chapter Logo shall at all times remain with HIMSS. Chapter shall not take any action that is inconsistent with HIMSS’s ownership of the HIMSS name and logo or Chapter Logo or that would impair HIMSS’s rights in its name or the Chapter Logo, and all goodwill and benefits accruing from use of the HIMSS name and Chapter Logo shall inure to the benefit of HIMSS. Licensee shall not, at any time, seek to register the Chapter Logo in its own name.
7. Representations and Warranties.
   1. The Chapter makes the following representations and warranties to HIMSS:
      1. The Chapter is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.
      2. The Chapter is qualified to do business in the Territory and is in good standing under the laws of the Territory.
      3. The Chapter has not, and will not, take any action that would prevent it from being eligible for exemption from the payment of Federal income taxes as a tax exempt organization within the meaning of Section 501(c)(6) of the Code.
      4. The Chapter shall at all times conduct its activities in a manner consistent with an organization exempt from Federal taxation under Section 501(c)(6) of the Code.
      5. The Chapter shall abide by all applicable requirements of the HIMSS Bylaws, Policies, and Procedures, as may be enacted or amended from time to time by HIMSS.
      6. The Chapter shall abide by all federal, state and local laws, requirements and regulations.
   2. HIMSS makes the following representations and warranties to the Chapter:
      1. HIMSS is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.
      2. HIMSS shall at all times conduct its activities in a manner consistent with an organization exempt from Federal taxation under Section 501(c)(6) of the Code.
      3. HIMSS shall abide by all federal, state and local laws, requirements and regulations.
8. Termination of Chapter Affiliation.
   1. This Agreement and the Chapter Affiliation shall continue until terminated or revoked by HIMSS upon prior written notice to the Chapter and in accordance with its policies and procedures.  HIMSS may revoke the Chapter Affiliation and terminate this Agreement in the event the Chapter breaches the terms of or any of the representations and warranties contained in this Agreement, or the HIMSS Board of Directors determines that the conduct of the Chapter is in violation of the Bylaws of the Chapter or of HIMSS, or if the actions of the Chapter have damaged, or have potential to damage, the goodwill or name of HIMSS, as determined by HIMSS in its sole discretion.  Any decision by HIMSS to revoke the Chapter Affiliation shall be initiated by the delivery of written notice by HIMSS to Chapter specifying the grounds upon which such revocation is based. Such decision will be final unless Chapter delivers written notice to HIMSS Chicago office within 10 days of the date of receipt of the revocation letter notifying HIMSS of Chapter’s intent to appeal such determination.  HIMSS shall schedule an appeal hearing between Chapter and the HIMSS Board of Directors within 30 days of HIMSS’s receipt of the notice of intent to appeal.  The HIMSS Board of Directors shall preside over such hearing which shall be conducted under such rules or procedures as the HIMSS Board may from time to time prescribe. The decision of the HIMSS Board shall be final and appeal may not be taken to any other forum.  Notification of impending revocation shall be sent by HIMSS to the Chapter membership.
   2. The Chapter may terminate this Agreement and surrender its Chapter Affiliation upon ninety (90) days prior written notice to HIMSS. HIMSS may accelerate the effective date of such termination upon written notice to the Chapter in its sole discretion.
   3. Upon the effective date of any notice of revocation or surrender of the Chapter Affiliation and termination of this Agreement, the Chapter shall:
      1. Immediately cease all activities conducted in support of HIMSS pursuant to this Agreement;
      2. Immediately cease using the Chapter Logo, HIMSS name and logo (and any modified versions thereof), and HIMSS’s other intellectual property;
      3. Immediately cease and terminate any representation of affiliation with HIMSS including, without limitation, in any correspondence, brochures, newsletters, Web pages, or any other documents or information produced or published by the Chapter, whether in printed or electronic form, through name, statement, nomenclature, logo, graphic design, or other means;
      4. Deliver all Chapter financial and corporate records and files to HIMSS;
      5. Transfer all assets of the Chapter to HIMSS after paying or making provision for the payment of all the liabilities of the Chapter; and
      6. Not represent or provide benefits or services to any HIMSS members, or compete in any way with HIMSS for a period of twelve (12) months from the effective date of the termination of this Agreement.
   4. Upon the revocation, surrender or termination of the Chapter Affiliation and this Agreement and/or the dissolution, merger, or other change in corporate status of the Chapter (including, without limitation, a fundamental change in purpose), the Chapter shall, after paying or making provision for the payment of all the liabilities of the Chapter, transfer all assets of the Chapter to HIMSS.
9. Notice. All notices and other communications under this Agreement shall be in writing and shall be effective (a) upon personal delivery, (b) upon telephonically confirmed delivery by facsimile, (c) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable, or (d) on the third business day after mailing, by certified or registered mail, addressed as follows:

If to HIMSS:

Harold (Hal) Wolf III, FHIMSS

President & CEO

Healthcare Information and Management Systems Society

33 West Monroe Street, Suite 1700

Chicago, IL 60603-5616

Phone: (312) 664-HIMSS (664-4467)

Fax: (312) 664-6143

If to the Chapter:

To the then-current Chapter President at the address on record with HIMSS

Any party hereto may from time to time change its address for the purpose of this provision by furnishing a notice in accordance with this section.

1. Complete Agreement. All of the provisions set forth in this Agreement, the exhibits to this Agreement, and in the applicable provisions of HIMSS’s Bylaws, policies, rules, and procedures, as may be amended from time to time, shall constitute the entire agreement between the parties regarding the nature and terms of the Chapter Affiliation. This Agreement supersedes and replaces in its entirety any previous chapter affiliation agreement between the parties.
2. Choice of Law. This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date written below.

**HEALTHCARE INFORMATION AND MANAGEMENT SYSTEMS SOCIETY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Harold (Hal) Wolf III, FHIMSS, President & CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[ INSERT NAME OF CHAPTER ]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_