

AFFILIATE AGREEMENT

This Affiliate Agreement, effective the ____ day of _____, 20__, is made between the Medical Society of New Jersey, a nonprofit corporation, with offices at 2 Princess Road, Lawrenceville, New Jersey (“MSNJ” or “Society”) and _____, a non-profit organization, with offices at _____, (the “Affiliate”).

WHEREAS, MSNJ is a tax exempt, nonprofit association, whose purposes are to promote the betterment of the public health and the science and the art of medicine, to enlighten public opinion in regard to the problems of medicine, and to safeguard the rights of the practitioners of medicine.; and

WHEREAS, Affiliate is also a nonprofit organization which is exempt from IRS taxes and which has applied to Association for status as an Affiliate of MSNJ;

NOW, THEREFORE, in furtherance of the mutual promises and consideration in this Agreement, the parties agree as follows:

1. GRANT OF CHARTER

1.1 Charter. MSNJ hereby grants a charter to Affiliate to be an affiliate of Association.

1.2 County. Affiliate shall represent Association in _____ County [or counties].

2. MEMBERSHIP AND DUES

The parties shall work together to recruit and retain members.

Either MSNJ or Affiliate may collect dues on behalf of itself and the other party so long as the party collecting dues on behalf of the other remits the appropriate portion back to the other according to the schedule set forth in MSNJ’s bylaws.

3. OBLIGATIONS OF MSNJ:

MSNJ’s obligations under this Agreement shall include the following:

3.1 Advocacy. MSNJ shall use its best efforts to advocate in the legislative, regulatory and courts on behalf of all of our members in an effort to achieve the mission and purposes of the Society.

3.2 Communication. MSNJ shall communicate on matters of importance to the President and Executive Director of the Affiliate.

3.3 Membership Publications. Each member in the Affiliate shall receive from the Society the membership publications normally furnished by Society to its members, which may be changed or modified by Society from time to time.

3.4 Web site. Each member in the Affiliate shall have access to the MSNJ web site, including the member-only content. In addition, MSNJ will host web pages for the Affiliate on which the Affiliate may post general information and link to the County web site.

3.5 Educational Activity. MSNJ shall advertise educational events of the Affiliate in its ordinary publications so long as the activities are consistent with the parties' mutual mission and purposes. MSNJ will assist with on-line registration and special directed communications for a fee.

4. OBLIGATIONS OF AFFILIATE

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

4.1 Affiliate Status, Activities, and Purposes. Affiliate represents and warrants that it is organized as a nonprofit corporation and is tax exempt under United States law. Affiliate further warrants that it is in good standing under the laws of New Jersey and the United States. Affiliate shall conduct all of its activities under this Agreement in accordance with the highest legal and ethical standards.

4.2 Recordkeeping. Affiliate shall maintain all records related to its corporate and tax exempt status and shall forward to Association copies of its Articles of Organization, Bylaws, and determination letter from the IRS confirming its tax-exempt status. Any amendments to the Articles of Organization or Bylaws shall be submitted to the House of Delegates for its approval. Affiliate shall maintain records related to its members, educational programs, mailings of publications, use of educational materials, and other activities and operations. Affiliate shall keep MSNJ apprised of its educational and advocacy efforts to avoid duplication of effort and to collaborate to be as efficient as possible.

4.3 Compliance with Laws. Affiliate warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Further, Affiliate warrants that it has obtained and will continue to maintain at its own expense, all governmental approvals that may be required in connection with its performance of this Agreement. At the request of Association, Affiliate shall furnish evidence satisfactory to Association that all such approvals have been obtained. Furthermore, Affiliate warrants that it shall make all required filings, such as annual corporate returns and tax filings, as may affect its non-profit or tax status.

4.4 Educational Programs. Affiliate shall endeavor to sponsor educational programs which further and serve the mutual purposes of the parties, and shall use its best efforts to ensure that such programs are of the highest quality with respect to program content, materials, and logistical preparation. Affiliate shall send on a regular basis to Association a schedule of upcoming meetings, conferences, and seminars, as well as other related activities that Affiliate intends to sponsor and Association may, at its sole discretion, send representatives to observe and participate, upon request, in such functions.

4.5 Insurance. Affiliate represents and warrants that it has obtained, or shall obtain D&O insurance as well as other insurance commensurate with the risks posed by the activities or

conduct of the Affiliate.

5. USE OF LOGO AND COPYRIGHTED MATERIALS; CONFIDENTIAL INFORMATION

5.1 Limited License. Affiliate may co-brand material using the MSNJ logo so long as it seeks and receives approval from MSNJ prior to development or distribution of any co-branded material. Affiliate may use content developed by MSNJ, whether copyrighted or not, so long as the Affiliate gives full attribution to MSNJ.

5.2 Confidential Information. Affiliate will comply with any confidentiality agreement in place to protect the confidentiality of MSNJ's activities.

6. SEPARATE ENTITIES; INDEMNIFICATION

6.1 Separate Entities. MSNJ 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, Affiliate hereby agrees to indemnify and hold harmless MSNJ, 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 Affiliate, or any of its officers, directors, members, or employees thereof.

7. REVOCAION OR SURRENDER OF CHARTER

7.1 Revocation of Charter. MSNJ, through its House of Delegates, shall have authority to revoke Affiliate's charter according to the MSNJ bylaws so long as any procedural rules adopted by the MSNJ Board of Trustees affording notice, opportunity to be heard, and an opportunity to cure have been followed.

7.2 Surrender of Charter. Affiliate may surrender its charter by delivering notice of its intention to do so at least 60 days in advance of the effective date of such action.

7.3 Associations Rights after Surrender or Revocation. After any such surrender or revocation of Affiliate's charter, MSNJ shall have the right to notify each member of Association of the facts of such surrender or revocation. In no event shall Affiliate continue to represent members of MSNJ, or compete in any other way in the relevant industry or profession.

8. WARRANTY; LIMITATION OF LIABILITY.....

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire Agreement between Association 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 State of New Jersey.

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 MSNJ, its successors and assigns, and MSNJ may assign all or any portion of this Agreement and its duties hereunder upon written notice of any such assignment. Affiliate may not assign any of its rights or obligations under this Agreement without the prior written consent of Association.

9.6 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by e-mail addressed or directed to MSNJ 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

Name: _____

MSNJ

Name: _____

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

Exhibit A

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