



**ASSOCIATION FOR MOLECULAR PATHOLOGY**  
*Education. Innovation & Improved Patient Care. Advocacy.*  
9650 Rockville Pike. Bethesda, Maryland 20814  
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### **Association for Molecular Pathology / International Affiliate Agreement**

The Association for Molecular Pathology (“AMP”) and the International Affiliate, \_\_\_\_\_ (“Affiliate”) enter into this Agreement as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”). Having met all application requirements for Non-U.S. Affiliate formation (Addendum A), AMP and the Affiliate hereby agree to the following:

#### **Section 1: Affiliate Relationship**

- A. AMP and the Affiliate are not and shall not be considered joint venturers, partners, legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities.
- B. Neither AMP nor the Affiliate shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party.
- C. Neither AMP nor the Affiliate shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.
- D. Finances of the Affiliate and AMP, including all revenue and expenses, are separate.
- E. Maintenance of the affiliate relationship is contingent upon both the Affiliate and AMP meeting its obligations outlined in Sections 3, 4, and 5. The relationship may be terminated according to the provisions in Section 6, at which time obligations and use of Affiliate designations shall cease.
- F. Changes to this Agreement may be requested by either the Affiliate or AMP and must be agreed to in writing by both parties.

#### **Section 2: License to Use AMP Name and Logo**

- A. The Affiliate may identify itself as an Affiliate Association [or Society] of the Association for Molecular Pathology and use the special “AMP Affiliate” logo, with no licensing or royalty fees, for as long as it remains an AMP Affiliate.
- B. The Affiliate will not make any application for any trademark or service mark in any class anywhere using the AMP name or logo or Affiliate logo, or any word, mark, design or logo confusingly similar.
- C. The Affiliate recognizes and declares that it does not and shall not have property rights or moral rights relating to or in any of the AMP names or logos except for the license that is granted in this Agreement. The Affiliate also agrees never to challenge the validity or ownership of any AMP name or logo and to not claim any right, title or interest in them.
- D. The license granted by this Agreement is non-transferable, including by sublicense.

#### **Section 3: Affiliate Obligations**

- A. The mission and goals of the Affiliate shall remain consistent with the AMP mission.
- B. The Affiliate shall keep current its legal status, including being a legal entity (e.g. incorporated) in the country in which it operates, and all required business/professional licenses.
- C. The Affiliate shall be not-for-profit, with no owners or shareholders.
- D. The Affiliate and its employees shall comply with all applicable laws governing it, including but not limited to corporate and tax laws.
- E. The Affiliate shall maintain at least the required minimum number of active AMP members, which is at least 5% of the total number of Affiliate members; however, the minimum number of active AMP members will not be fewer than three.
- F. The Affiliate shall conduct at least one scientific meeting or educational conference per year.

- G. The Affiliate shall identify itself as an “Affiliate Association [or Society] of the Association for Molecular Pathology” on its website and relevant educational and promotional materials.
- H. The Affiliate shall not use the AMP letterhead or other graphics design or document construct that might lead the reader to believe that the Affiliate is acting with the apparent authority of AMP.
- I. The Affiliate may use the AMP name, special “AMP Affiliate” logo, and identify itself as an “Affiliate” only as long as it remains an Affiliate.
- J. The Affiliate shall identify AMP as a “Co-sponsor” or “Supporter” of scientific meetings and conferences for which it receives an educational grant.
- K. The Affiliate shall promote AMP membership and AMP activities to its membership and shall distribute AMP membership applications and activity announcements at its scientific meetings and conferences.
- L. The Affiliate shall designate one “Affiliate Coordinator” as the official liaison with AMP.
- M. The Affiliate Coordinator shall send reports to AMP on Affiliate activities at least once per year.

#### **Section 4: AMP Obligations**

- A. The AMP Board of Directors shall designate an AMP committee as the communication conduit for the Affiliate.
- B. AMP shall identify the Affiliate as an “Affiliate Association [or Society] of the Association for Molecular Pathology” on its website and relevant educational and promotional materials.
- C. The AMP Board of Directors shall design incentives at its discretion to encourage an increase in the number of AMP members within the Affiliate.
- D. AMP shall provide initial support funding, not to exceed \$1,000, to Affiliates that have been incorporated less than two years prior to applying for affiliation with AMP. This support may be used for the following:
  - Administrative costs associated with affiliating with AMP (e.g., fees, letterhead, website)
  - Rebate on AMP membership dues for new members
- E. AMP shall provide an educational grant, not less than \$3,000 per year, to support the Affiliate’s scientific meeting or educational conference. Grants in excess of \$3,000 shall be at the discretion of the AMP Board of Directors and will be dependent on various factors, including the number of AMP members in the Affiliate. Educational grant support may be used for the following:
  - Expenses for meeting space, audiovisual, meals/refreshments
  - Travel expenses for an AMP-member speaker that is not a member of the Affiliate
- F. AMP shall provide electronic files of AMP membership applications and other promotional materials.
- G. AMP shall not use the Affiliate letterhead or other graphics design or document construct that might lead the reader to believe that AMP is acting with the apparent authority of the Affiliate.
- H. AMP may provide Optional Administrative Support, at the Affiliate’s request, and for a fee.

#### **Section 5: Indemnification**

- A. The Affiliate shall indemnify, save and hold harmless AMP, 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 the Affiliate or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by the Affiliation in this Agreement.
- B. This indemnity shall require the Affiliate to provide payment to AMP of costs and expenses as they occur.
- C. The Affiliate shall promptly notify AMP upon receipt of any Claim and shall grant to AMP the sole conduct of the defense to any Claim.

D. The provisions of this Section shall survive any revocation, surrender, or other termination of this agreement.

**Section 6: Term/Termination**

- A. This Agreement shall automatically renew on January 1 of each year unless terminated by any of the means in this Agreement.
- B. This Agreement may be terminated with 30 days' written notice from either the AMP President, the AMP Executive Director, the Affiliate Coordinator, or Affiliate President. Email delivery of a letter will suffice as notification.

**Section 7: Miscellaneous**

- A. This Agreement represents the entire understanding of AMP and the Affiliate and may not be modified except by further written agreement.
- B. This Agreement and its interpretation, construction and effect shall be governed by and in accordance with the laws of the State of Maryland, USA, and, with respect to trademark or copyright matters, US federal law. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the State of Maryland.

**Section 8: Signatures**

Association for Molecular Pathology

\_\_\_\_\_

Mary Steele Williams  
Executive Director

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

[Affiliate]

\_\_\_\_\_

[Name of Authorized Signatory]  
[Title]

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