

GMIS INTERNATIONAL CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this _____ day of _____, 20____, by and between GMIS International, a 501(c)(6) nonprofit corporation, with its principal place of business at 9111 Jollyville Rd., Suite 225, Austin, TX 78759, and _____ ("CHAPTER"), a _____ nonprofit corporation, with its principal place of business at _____.

NOW THEREFORE, in consideration of the location set forth above and the agreement set forth below, the parties hereby agree as follows:

I. Grant of Charter to CHAPTER.

A. Charter. GMIS International hereby grants to CHAPTER a non-exclusive charter to be a chapter of GMIS International. In accordance therewith, CHAPTER is authorized to use the name "Government Management Information Sciences International," acronym "GMIS International," and logo of GMIS International in or in connection with CHAPTER's name, acronym, logo, and activities. Such authorization is subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by GMIS International.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by GMIS International or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender.

C. Territory. CHAPTER shall represent GMIS International as GMIS International's affiliate in _____ (the "Territory"), pursuant to and in accordance with GMIS International's mission and purposes as set forth in GMIS International's Articles of Incorporation and Bylaws or as otherwise established by GMIS International's Board of Directors. CHAPTER acknowledges that this CHAPTER designation is exclusive in the Territory and that GMIS International may also, in its sole discretion, sponsor or conduct programs, accept members, and perform other activities within the CHAPTER'S Territory.

D. Authorized Activities. GMIS International specifically authorizes CHAPTER to conduct the following activities within the Territory: CHAPTER

conferences, meetings, seminars, workshops, membership recruitment, promotional efforts, educational events, inter-organizational relationships/affiliations, sell corporate CHAPTER memberships, and such other activities as may be consistent with the mission and purposes of GMIS International and in which GMIS International may from time to time authorize CHAPTER to engage.

II. Membership.

Members of GMIS International are automatically affiliated with a CHAPTER in their exclusive territory unless the CHAPTER assesses separate dues. If a CHAPTER assesses separate dues, payment of CHAPTER dues is required for the member to affiliate with that CHAPTER. The terms and conditions of membership in GMIS International shall be determined exclusively by GMIS International. The terms and conditions of additional CHAPTER dues, if any, shall be proposed by the CHAPTER, and shall be set forth in the CHAPTER's Bylaws. All non-corporate CHAPTER membership dues shall be collected directly from members by GMIS International. GMIS International shall thereafter remit additional non-corporate CHAPTER dues, if any, to CHAPTER.

III. Obligations of GMIS International.

GMIS International's obligations under this Agreement shall include:

- A. Providing resources to support record keeping, dues collection, and questions related to CHAPTER operations.
- B. Providing monthly membership reports to the CHAPTER leaders.
- C. Providing an annual dues rebate to eligible CHAPTERS.
- D. Providing volunteer opportunities for CHAPTER leaders to participate in developing the strategic direction for GMIS International.
- E. Actively marketing the benefits of GMIS International and its CHAPTERS to potential new members.
- F. Actively promoting CHAPTER events to GMIS International members.
- G. Providing Federal Tax reporting assistance and support services to GMIS International CHAPTERS.
- H. Providing directors & officer and general liability insurance to GMIS International CHAPTERS.
- I. Provide annual new officer training.
- J. Provide annual training for CHAPTER treasurers.
- K. Hold regularly scheduled CHAPTER leader forum to share information regarding both International and CHAPTER activities.
- L. Offering two complimentary full attendee registrations for the GMIS International Annual Conference each year.

- M. Offering national and international programs and services that CHAPTERS may extend as direct member benefits.

IV. 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, and agrees to be a member of GMIS International's "group" for purposes of securing federal tax-exempt status for the CHAPTER under Section 501(c)(6) of the Internal Revenue Code. CHAPTER agrees to supply all information to any party required to maintain that tax-exempt status, as well as to take all action required to maintain GMIS International's exemption from Federal income tax under the provisions of the Internal Revenue Code as amended.

B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a CHAPTER of GMIS International, CHAPTER shall submit to GMIS International its CHAPTER Bylaws and Articles of Incorporation for review and approval by the GMIS International Board. Such CHAPTER Bylaws must be, and shall remain, consistent in all material respects with the GMIS International Model Bylaws attached as Exhibit A. Any proposed amendments to the CHAPTER's Bylaws or Articles of Incorporation must first be submitted to GMIS International for review and approval by the GMIS International Board. The GMIS International Board shall review CHAPTER's proposed modifications for consistency with GMIS International Bylaws and shall not unreasonably deny immaterial variations from the International Bylaws. Any proposed CHAPTER bylaw modifications without GMIS International approval shall result in CHAPTER bylaws remaining unchanged from the CHAPTER bylaws most recently approved by GMIS International.

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. Further, CHAPTER warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, CHAPTER warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status.

D. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain all records related to its corporate status and shall forward to GMIS International copies of its Articles of Incorporation and Bylaws, as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). GMIS International maintains the records related to tax-exempt status and shall forward to CHAPTER copies of the tax exemption determination letter from the Internal Revenue Service upon request by the CHAPTER. Any CHAPTER correspondence received by GMIS International from the Internal Revenue Service will be forwarded to the CHAPTER upon receipt.

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 GMIS International summarizing its programs, activities and operations, including but not limited to budget and financial statements. The report and financial statements must be filed with GMIS International by August 30 each year. If a CHAPTER'S annual gross receipts exceed \$25,000 the CHAPTER is required to file a complete IRS Form 990 tax return by November 15 each year. CHAPTER will send a copy of its annual Form 990 to GMIS International Headquarters each year. Otherwise, the CHAPTER return will be filed by GMIS International's accounting firm along with the International Form 990 return.

GMIS International will issue dues rebate checks by October 30 to each CHAPTER, unless GMIS International has not received the CHAPTER's financial statements. The dues rebate will be issued to the CHAPTER as soon as possible once the financials have been received by GMIS International.

Upon the written request of GMIS International and at GMIS International's expense, CHAPTER shall permit GMIS International or the associations' designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to GMIS International 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 GMIS International, 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 GMIS International in support of such programs and activities. CHAPTER shall send to GMIS International on an ongoing basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to

sponsor or conduct. GMIS International may send representatives to observe and support such programs and activities.

F. Government Advisory Efforts. CHAPTER shall where possible endeavor to act as a technology advisory organization within the Territory consistent with the purposes and objectives of GMIS International. The CHAPTER should endeavor to become the preferred organization for technology advisement to other government affairs groups. By conducting these activities the ultimate goal should be for membership growth and development and recognition of the GMIS CHAPTER within the Territory.

G. Other Obligations. Chapters shall:

1. Support the purpose, mission and goals of GMIS International.
2. Maintain a board of officers consisting of GMIS International agency members.
3. Maintain 100 percent of its membership as members of GMIS International and may only offer membership types recognized and authorized by the GMIS International Bylaws. This requirement shall not preclude CHAPTERS from maintaining separate corporate membership.
4. Hold at least one CHAPTER meeting or event per year.
5. Hold regularly scheduled CHAPTER officer meetings or conference calls.
6. Ensure all new CHAPTER officers participate in GMIS International's annual new officer training.
7. Actively market GMIS International in assigned territory.
8. Identify themselves as a CHAPTER of GMIS International in all marketing material.
9. Actively recruit members in their assigned territory.
10. May not merge organizationally or financially with any other organization or professional group.
11. Maintain financial records using a chapter fiscal year of July 1 to June 30.
12. Submit by August 30 of each year, an income statement and balance sheet to GMIS International.
13. Ensure CHAPTER Treasurer or Treasurer's Designee participates in annual training for CHAPTER treasurers.
14. Upon dissolution, all remaining CHAPTER funds must be surrendered to GMIS International.

V. Intellectual Property and Confidential Information.

A. Limited License. In accordance with GMIS International's exclusive grant to CHAPTER to be a chapter of GMIS International in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use

- (i) the acronym "GMIS International," logo of GMIS International, and other GMIS International trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"),
- (ii) GMIS International's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of GMIS International located within the Territory (hereinafter collectively referred to as the "Mailing List"),
- (iii) all copyrighted or proprietary information and materials provided by GMIS International to CHAPTER during the Term of this Agreement (hereinafter referred to as the "Proprietary Information") in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, and all GMIS International Intellectual Property (defined as the Marks, Mailing List, and Proprietary Information collectively), 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 GMIS International.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of GMIS International. The Intellectual Property may be used by CHAPTER of GMIS International if and only if such use is made pursuant to the terms and conditions 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 GMIS International. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by GMIS International. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by GMIS International in its sole discretion.

2. GMIS International's logo may not be revised or altered in any way, and must be displayed in the same form as produced by GMIS International. The

Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of GMIS International.

3. 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 GMIS International's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without GMIS International'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 GMIS International, discredits GMIS International 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 GMIS International and CHAPTER, including but not limited to the fact that CHAPTER is a separate and distinct legal entity from GMIS International.

4. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of GMIS International.

5. 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, the laws of the Territory, and any other guidelines that GMIS International may prescribe.

6. GMIS International 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. GMIS International 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 strict accordance with the terms and conditions of this limited and revocable license.

7. 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 that 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.

VI. Relationship of Parties.

Unless otherwise specifically agreed in writing, nothing herein, nor any act of either party, shall be construed to render one party the agent of the other, and neither party shall be held liable for the acts, omissions, statements, or representations of the other. Each party shall hold the other harmless from any liability for the violation or alleged violation of any Federal, State/Provincial, or other law resulting, without limitation, from decisions, acts, omissions, debts, obligations, statements, or representations, whether made before or after the effective date of this Agreement.

VII. Indemnification.

CHAPTER shall indemnify, save and hold harmless GMIS International, 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, or agents, or

- (ii) (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement.

This indemnity shall require CHAPTER to provide payment to GMIS International of costs and expenses as they occur. CHAPTER shall promptly notify GMIS International upon receipt of any Claim and shall grant to GMIS International 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.

VIII. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by GMIS International to CHAPTER hereunder shall remain in full force and effect unless and until revoked by GMIS International or surrendered by CHAPTER in accordance with the provisions of this Agreement. GMIS International, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by GMIS International 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 GMIS International shall provide CHAPTER with no less than ninety (90) days from the date of such notice to cure any alleged breach of this Agreement. In the event that GMIS International determines, in its sole discretion, that CHAPTER has not corrected the condition leading to GMIS International's decision to revoke CHAPTER's charter, GMIS International shall so notify CHAPTER in writing. GMIS International's decision shall become final unless, within sixty (60) days of its receipt of written notice from GMIS International, CHAPTER delivers to GMIS International 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, in person, or via video/teleconference to the Board of Directors of GMIS International pursuant to the applicable rules or procedures prescribed by GMIS International's Board of Directors. The decision of GMIS International's Board of Directors upon such appeal shall be final and not subject to further appeal.

B. Surrender of Charter. CHAPTER may surrender its charter by delivering to GMIS International's written notice of its intention to do so no less than ninety (90) days prior to the effective date of such surrender.

C. Inactive / Dormant Charter.

CHAPTER will be considered Inactive or Dormant if any of the following conditions exist:

- a. The CHAPTER is unable to elect a President.
- b. The CHAPTER can no longer sustain an active Board of Directors.
- c. The CHAPTER no longer has five (5) active members.

D. Escrow of Chapter Funds.

Any CHAPTER that becomes Inactive, Dormant, or whose Charter has been Surrendered or Revoked, must have all active bank accounts closed and any residual funds surrendered to GMIS International. Such funds shall be held by GMIS International in escrow on behalf of said CHAPTER for the potential future reactivation of said CHAPTER.

IX. 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 executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Texas. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Texas. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Texas. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Texas.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for 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.

L. 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 certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the email or sending of such notice, to the following addresses:

If to GMIS International:

Address: _____

Attn.: _____, _____

Email: _____

If to CHAPTER: _____

Attn.: _____, _____

Email: _____

* * * * *

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.

GMIS International

By: _____

Name: _____

Title: _____

[Name of Chapter]

By: _____

Name: _____

Title: _____