

AAUW AFFILIATE AGREEMENT

THIS AAUW AFFILIATE AGREEMENT (this "Agreement") is entered into as of August 15, 2013, by and between the American Association of University Women, Inc. ("AAUW"), a nonprofit corporation qualifying as tax-exempt under Section 501(c)(3) of the Internal Revenue Code ("the Code"), with its principal place of business at 1111 Sixteenth Street NW, Washington, DC 20036, and Gresham Area Branch of the American Association of University, Inc. ("AFFILIATE"), a state or branch organization affiliated with the AAUW and qualifying as tax-exempt under Code Section 501(c)(3), with its primary mailing address and contact being: President, Gresham Area Branch of AAUW, Inc., 2229 NE Burnside Street, #98, Gresham, Oregon 97030.

WHEREAS, AAUW is part of a complex tax exempt organization structure; AAUW controls AAUW Action Fund, Inc. (the "AAUW Action Fund"), a Code Section 501(c)(4) social welfare organization.

WHEREAS, pursuant to a restructuring, the entity formerly known as the American Association of University Women Educational Foundation, Inc. (the "Educational Foundation") was renamed the American Association of University Women, Inc. (herein sometimes referred to as "AAUW").

WHEREAS, pursuant to the restructuring, the entity formerly known as the American Association of University Women, Inc. (herein sometimes referred to as the "Association") was renamed the AAUW Action Fund.

WHEREAS, AFFILIATE qualifies as tax-exempt under Code Section 501(c)(3).

WHEREAS, until recently there was a group of Code Section 501(c)(4) organizations that were subject to a group exemption for federal income tax purposes that was headed by the Association (the "Old Group").

WHEREAS, pursuant to a plan of restructuring (i) it was agreed that the Association would cease to be head of a group of organizations subject to a group exemption for federal income tax purposes and that AAUW would replace the Association in this regard (in the context of the new group exemption, the "New Group"); (ii) the Association contributed most of its assets (including all of its intellectual property) to AAUW; (iii) both the Association and AAUW changed their names as described above; (iv) post-restructuring AAUW gained control of the post-restructuring AAUW Action Fund; and (v) all members of the Association became voting members of AAUW and non-voting members of the AAUW Action Fund.

WHEREAS, as an organization that is tax-exempt under Section 501(c)(3), AFFILIATE was never a member of the Old Group and will never become a member of the New Group.

WHEREAS, prior to the restructuring, AFFILIATE was nonetheless closely associated and affiliated with the Association and wishes to have the same relationship with AAUW after the restructuring.

WHEREAS, AAUW wishes to have the same relationship with AFFILIATE after the restructuring that the Association had with AFFILIATE prior to the restructuring.

WHEREAS, to create this new relationship, AFFILIATE hereby enters into this Agreement with AAUW.

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. Restructuring and Effective Date.

A. This Agreement shall become effective when executed by both parties (the "Effective Date").

B. AFFILIATE covenants and agrees to amend its organizational documents to the extent necessary to reflect the relationship set forth in this Agreement.

II. Grant of Charter to AFFILIATE.

A. Charter. AAUW hereby grants to AFFILIATE a non-exclusive charter to be an affiliate of AAUW. In accordance therewith, AFFILIATE is authorized to use the name "American Association of University Women," acronym "AAUW," and logo of AAUW in or in connection with AFFILIATE's name, acronym and logo, with the authority to use such marks in connection with AFFILIATE's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines subsequently provided to AFFILIATE by AAUW.

B. Term and Termination. The effective period of this Agreement (the "Term of this Agreement") shall commence on the Effective Date and shall continue until revoked by AAUW or surrendered by AFFILIATE, pursuant to the terms of this Agreement for revocation and surrender.

C. Territory. AFFILIATE shall represent AAUW as an AAUW branch organization in Oregon encompassing the City of Gresham Metropolitan Area and its surrounding cities and unincorporated areas located in the Mount Hood Community School District east of 82nd Avenue in the City of Portland (the "Territory"), pursuant to and in accordance with AAUW's purposes as set forth in the AAUW Bylaws (as the same may be amended from time to time, the "Bylaws") or as otherwise established by AAUW's Board of Directors. AFFILIATE acknowledges that this designation is non-exclusive in the Territory and that AAUW may recognize more than one AFFILIATE in the same territory after consultation with the existing branch or branches and the state board of directors.

III. Membership.

Members of AFFILIATE also must be members of AAUW. The terms and conditions of membership in AAUW shall be determined exclusively by AAUW. Refusal to admit an eligible potential member, as defined by the AAUW Bylaws, may result in loss of recognition of an AFFILIATE.

IV. Obligations of AAUW.

AAUW's obligations under this Agreement shall include its obligations as stated within the AAUW Bylaws, which are available on the AAUW website.

V. Obligations of AFFILIATE.

AFFILIATE's obligations under this Agreement shall include all AFFILIATE obligations within the AAUW Bylaws and the following:

A. Policies and Programs. The policies and programs of AAUW shall be binding on members and AFFILIATES, and no member or AFFILIATE shall use the name of AAUW to oppose such policies or programs or otherwise use the name of AAUW in violation of the AAUW Bylaws.

B. Articles of Incorporation, Bylaws and Other Organizing Documents. AFFILIATE Bylaws, Articles of Incorporation, or other organizing documents of AFFILIATE must remain consistent in all material respects with the AAUW Bylaws. AFFILIATE shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in the AAUW Bylaws and all other AFFILIATE-related policies, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by AAUW (all of which are incorporated by reference herein).

C. Compliance with Laws. AFFILIATE warrants that it has a written organizational document and 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, AFFILIATE 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, including incorporation or registration with the Territory, if necessary for tax or other reasons under the laws of the Territory.

Furthermore, AFFILIATE warrants that it shall make all required filings, such as annual corporate reports and tax filings, which may affect its corporate or tax status.

D. Tax Matters. AFFILIATE must independently obtain for itself recognition of federal, state or local tax exemption, as appropriate.

E. Recordkeeping, Reporting and Inspection.

1. AFFILIATE shall maintain all records related to its corporate and tax-exempt status, including its Articles of Incorporation and Bylaws. AFFILIATE shall forward to AAUW copies of any adverse notices or other correspondence received from any governmental agency (e.g., the IRS, Secretary of State or corresponding agency).

2. AFFILIATE shall maintain reasonable records related to all of its programs, activities and operations. Upon the written request of AAUW and at AAUW's expense, AFFILIATE shall permit AAUW or AAUW's designated agent to review appropriate records of AFFILIATE pertaining to its programs, activities and operations. Alternatively, AFFILIATE shall send to AAUW copies of all such records upon request of AAUW.

3. No less than once per year, AFFILIATE shall submit to AAUW the "State and Branch Information Form" and, for AFFILIATE branches, the "Branch Dues Report Form."

4. AFFILIATE shall promptly notify AAUW in writing in the event of a change in AFFILIATE's mailing address and shall provide AAUW with the new address for the receipt of official AFFILIATE business.

F. Insurance. At its sole discretion, AFFILIATE may make any and all decisions independently about whether to procure insurance coverage, the level that is appropriate for its operation, activities, and conduct, and should consult its insurance agent to determine the amount of coverage necessary for its operation. AAUW does not and will not assume any liability for any claims against AFFILIATE.

G. Property. The title for all property, funds, and assets of AFFILIATE, whether incorporated or not, shall at all times be vested in AFFILIATE for the joint use of members and no member of the group shall have any severable right to all or any part of such property. AFFILIATE shall have complete control over the acquisition, administration and disposition of property without consent of AAUW, except that such property shall not be used for any purposes contrary to those of AAUW. In the event of revocation or surrender of AFFILIATE charter of AFFILIATE or the termination of this agreement, all assets of AFFILIATE shall be transferred and delivered to AAUW.

VI. Intellectual Property and Confidential Information.

A. Limited License. In accordance with AAUW's non-exclusive grant to AFFILIATE of the ability to be a AFFILIATE of AAUW in the Territory, AFFILIATE is hereby granted a limited, revocable, non-exclusive license to use (i) the name "American Association of University Women," the acronym "AAUW," the logo of AAUW, and other AAUW trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"), (ii) AAUW's membership mailing,

telephone, facsimile, and electronic mail lists with respect to past, current or prospective members of AAUW located within the Territory (hereinafter collectively referred to as the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by AAUW to AFFILIATE during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with AFFILIATE's name, acronym and logo and for other official AFFILIATE-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 AFFILIATE by AAUW.

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

2. AAUW's logo may not be revised or altered in any way, and must be displayed in the same form as produced by AAUW. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of AAUW.

3. The Intellectual Property must be used by AFFILIATE in a professional manner and solely for official AFFILIATE-related purposes. AFFILIATE shall not permit any third party to use the Intellectual Property without AAUW's express prior written approval. AFFILIATE shall not sell or trade the Intellectual Property without AAUW'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 AAUW, discredits AAUW 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 AAUW and AFFILIATE, including but not limited to the fact that AFFILIATE is a separate and distinct legal entity from AAUW.

4. AFFILIATE 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 AAUW.

5. In any authorized use by AFFILIATE of the Intellectual Property, AFFILIATE 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 AAUW may prescribe.

6. AAUW 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. AAUW 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 AFFILIATE'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 AFFILIATE 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 AFFILIATE shall terminate immediately upon the revocation, surrender or other termination of this Agreement. AFFILIATE'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.

VII. Relationship of Parties.

AAUW and AFFILIATE are not forming a partnership by entering into this Agreement, and nothing herein shall be construed to suggest that AAUW or AFFILIATE is a partner of or joint venturer with the other. 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 AFFILIATE is an agent of AAUW.

VIII. Mutual Indemnification.

AFFILIATE shall indemnify, save and hold harmless AAUW, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns (other than AFFILIATE), and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney's fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any action or omission by AFFILIATE or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents (other than AAUW), or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by AFFILIATE in this agreement. In the event that AAUW incurs costs and expenses arising by reason of (i) or (ii), this indemnity shall require AFFILIATE to provide payment to AAUW of costs and expenses as they occur. AFFILIATE in its sole discretion shall decide whether to obtain liability and property insurance as appropriate for AFFILIATE as based upon its assets, operation, and location.

AAUW shall indemnify, save and hold harmless AFFILIATE, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, attorneys, heirs, successors, and assigns (other than AAUW), and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney's 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 AAUW or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents (other than AFFILIATE or those of AFFILIATE), or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by AAUW in this Agreement. In the event that AFFILIATE incurs costs and expenses arising by reason of (i) or (ii), this indemnity shall require AAUW to provide payment to AFFILIATE of costs and expenses as they occur.

The provisions of this Section VIII shall survive any revocation, surrender or other termination of this Agreement.

IX. Loss of AFFILIATE Recognition or Discontinuance of an AFFILIATE.

A. Loss of Recognition or Discontinuance of an AFFILIATE. The charter granted by AAUW to AFFILIATE hereunder shall remain in full force and effect unless and until recognition is removed by AAUW or AFFILIATE is discontinued by AAUW. AAUW may withdraw recognition of AFFILIATE or AFFILIATE may seek discontinuance of AFFILIATE as provided for in the AAUW Bylaws.

B. Disposition of Funds and Records: In the event of loss of recognition or discontinuance of AFFILIATE or the termination of this Agreement, all assets of AFFILIATE shall be transferred and delivered to AAUW in accordance with the AAUW Bylaws.

X. 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 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 X.B 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 District of Columbia. 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 District of Columbia. 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 District of Columbia. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the District of Columbia.

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 and each indemnitee pursuant to Article VIII and each of their respective 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 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, natural emergencies or catastrophes, 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 facsimile, by email in Portable Document Format (PDF), by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending such notice, to the following addresses or facsimile numbers.

If to AAUW:

American Association of University Women
1111 Sixteenth Street, NW
Washington, DC 20036
Attn: Finance Department
Facsimile: (202) 861-8068
Email in PDF format: allfinance@aauw.org

If to AFFILIATE

Gresham Area Branch of AAUW, Inc.
2229 NE Burnside Street, # 98
Gresham, Oregon 97030
Attn: President
Email in PDF format: contact@greshamaauw.org

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.

American Association of University Women, Inc.

By: *Linda D. Hallman*

Name: Linda D. Hallman

Title: Executive Director

Gresham Area Branch of the American Association of University Women, Inc.

By: *Deborah Frick*

Name: Deborah Frick, Ed.D.

Title: President