



ASAM Chapter Agreement

This Agreement made on this 5th day of July, 2005 between the American Society of Addiction Medicine (hereinafter ASAM), a Maryland corporation having its principal place of business at 4601 North Park Avenue, Suite 101, Upper Arcade, Chevy Chase, Maryland 20815, and the entity know as the Georgia Society of Addiction Medicine – a Chapter of the American Society of Addiction Medicine (hereinafter the Chapter).

WHEREAS ASAM desires to grant to the Chapter the authority to organize and operate as a chapter of ASAM and the Chapter desires to organize and operate in accordance with the provisions and requirements of ASAM,

WITNESSETH

ASAM and the Chapter agree as follows:

1. Authority of ASAM

The Chapter shall be constituted and function pursuant to the authority of the ASAM Board of Directors. The ASAM Board may revoke the Charter of the Chapter if it violates any of the terms and conditions of this Agreement or fails to operate in accordance with the provisions of the ASAM bylaws or within the direction of the ASAM Board of Directors.

2. Chapter Responsibility

The Chapter agrees to conduct its activities according to the provisions of the ASAM bylaws, the provisions of this Agreement and the direction of the ASAM Board.

3. Territory

- (a) ASAM grants the Chapter the exclusive right to organize and conduct programs within the boundaries of the territory, which is defined and described in Exhibit A, which is attached hereto and made part of this Agreement.
- (b) The Chapter may not hold programs or meetings outside of its territory without the permission of ASAM.
- (c) The territory may not be changed or altered without the approval of the ASAM Board of Directors.
- (d) ASAM retains the exclusive right to revoke or change the boundaries of the territory.

4. Membership

Chapter membership categories and qualifications for admission shall be established in accordance with the provisions of the ASAM bylaws, the provisions of the Chapter bylaws and procedures established by the ASAM Board of Directors.

5. Chapter Organization

The Chapter agrees to organize itself in accordance with procedures established by the ASAM Board. In this regard, the Chapter shall adopt bylaws which must be approved by the ASAM Board of Directors and conduct its activities in accordance with the provisions of these bylaws.

6. Financial Responsibility

- (a) The Chapter shall maintain a bank account in the name of the Chapter.
- (b) The Chapter shall conduct its financial activities in accordance with procedures established by ASAM, including the provision to the ASAM

Board of Directors a copy of the financial audit, in years in which an audit is conducted, of tax returns filed, if and when these filings are required, and of a proposed budget.

- (c) The Chapter shall be responsible for all contracts, agreements, and financial obligations incurred in connection with its activities.
- (d) ASAM shall not be responsible or liable for the payment of any Chapter obligations unless it has specifically agreed to such responsibility in writing.

7. Tax Exemption

- (a) The Chapter shall not engage in any activities inconsistent with ASAM tax-exempt purpose which is to improve the treatment of alcoholism and other addictions, educate physicians and medical students, promote research and prevention and educate the medical community and public about addiction issues.
- (b) The Chapter shall participate in ASAM's IRS Blanket Tax Exemption, and shall include the Blanket Tax Exemption Number (3662) on each Form 990 ("Return of Organization Exempt From Income Tax"), and Form 990-T ("Exempt Organization Business Income Tax Return") that the Chapter files, if and when these filings are required.
- (c) The Chapter will obtain its own federal identification number.

8. Dues

The Chapter member dues shall be assessed and collected annually in accordance with procedures established by the ASAM Board of Directors.

9. Membership Categories and Qualifications

The classes of membership and the membership qualifications for the chapters shall be established by the ASAM Board of Directors.

10. Review of Chapter Activity

ASAM shall review the Chapter activities and programs on an annual basis. The Chapter shall provide ASAM with any information requested in connection with this review.

11. Conflict with ASAM

The Chapter agrees not to conduct, endorse, offer, promote, develop any program, meeting, convention, trade show, or educational event which conflicts with any ASAM activity without the express written consent of the ASAM Board.

12. Term of Agreement

The term of this Agreement shall commence on the date hereof and shall continue for a period of five years, unless sooner terminated pursuant to the provisions stated herein.

13. Entire Agreement

This Agreement contains the sole and entire agreement of the parties as to the subject matter hereof, and fully and correctly sets forth the rights, duties, and obligations of each party in respect thereof as of the date of this Agreement.

14. Amendments to the Agreement

This agreement may not be amended or modified except by written instrument executed by both parties.

15. Dissolution

In the event of the dissolution or final liquidation of the Chapter, its remaining net assets shall be distributed to ASAM, and no part of such net assets may inure to the benefit of any individual member or person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers duly thereunto authorized on this 5th day of July, 2005.

By _____
President, ASAM

By Michael Fishman, MD
Michael Fishman, MD
President, Georgia Society of Addiction Medicine