



## CHAPTER AFFILIATION AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date), by and between the American Society of Addiction Medicine, a nonprofit and tax-exempt corporation organized under the laws of the State of New York and headquartered in the State of Maryland (hereinafter referred to as "ASAM"), and \_\_\_\_\_, an incorporated Chapter of ASAM located in and organized under the laws of the State of \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ Society of Addiction Medicine – a Chapter of the American Society of Addiction Medicine.

The American Society of Addiction Medicine (ASAM) is a professional society representing physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment, educating physicians, other medical professionals, and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addiction.

The parties desire to further the purposes of ASAM at the state and federal level. Both ASAM and the Chapter believe that assistance and cooperation in matters of mutual interest will enhance the achievement of their common purpose.

In consideration of the mutual promises of the parties, and in accordance with the provisions hereinafter set forth, it is agreed as follows:

- I. Grant of Charter to CHAPTER
  - a. Charter. ASAM hereby grants to CHAPTER an exclusive charter to be a chapter of ASAM. The CHAPTER is authorized to use the name "American Society of Addiction Medicine," acronym "ASAM," and logo of ASAM in or in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with CHAPTER's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated or subsequently provided to CHAPTER by ASAM.

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- b. Term and Termination. The term of this agreement shall commence on the effective date set forth above and shall be automatically renewed for successive one-year terms unless sooner terminated.
- c. Termination of Prior Agreement. This agreement supersedes and replaces any prior chapter agreement between the parties and terminates any such agreement on the effective date of this agreement.
- d. Territory. ASAM recognizes Chapter as its exclusive affiliate within the boundaries of \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with ASAM's mission and purposes as set forth in ASAM's Articles of Incorporation and Bylaws or as otherwise established by ASAM's Board of Directors. The territory may not be changed or altered without written amendment of this Agreement. Chapter recognizes ASAM as its principal United States affiliate in the field of addiction medicine.
- e. Bylaws. Neither Chapter nor ASAM shall have the power to direct, supervise or act on behalf of the other party other than as may be explicitly agreed upon by the parties.

II. Membership.

Members of CHAPTER also must be members of ASAM. The terms and conditions of membership shall be determined exclusively by ASAM. Chapters may request consideration of new or revised membership categories by directing the request to their Regional Director, who will work with the Membership Council and staff to address the request. Chapter membership categories and qualifications for admission shall not be in conflict with the provisions of the ASAM bylaws. All membership dues shall be collected directly from members by ASAM and ASAM shall thereafter remit the appropriate allocation to CHAPTER.

III. Obligations of ASAM.

ASAM's obligations under this Agreement shall include such support and resources to help CHAPTER provide membership value and contribute to ASAM's strategic plan goals:

- a. Dues. ASAM will collect dues and allocate portion to CHAPTER as provided in Section II. Allocation payments and membership reports for reconciliation will be provided to CHAPTER quarterly, no later than 30 days after the last day of the quarter.
- b. Advocacy Support. ASAM will provide information to CHAPTER on legislation and other policy items of national and state significance for the

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field of addiction medicine; provide technical assistance with expert testimony on state-level issues with national significance on which ASAM has asserted a policy position.

- c. Educational Support. ASAM will conduct instructional seminars and other guidance for the leadership and administrators of the CHAPTER.
  - d. Space. ASAM will provide CHAPTER with virtual meeting space for CHAPTER to hold its required annual membership meeting. ASAM will provide space for regional meetings, when possible, during the annual conference.
  - e. Organizational Support. ASAM will provide initiation of officer elections when no current leadership is in place for the CHAPTER. ASAM will further promote involvement in the CHAPTER and provide assistance with outreach efforts to other professional and like-minded societies at the local level and will provide assistance with chapter recruitment and retention efforts, including providing marketing material for meetings.
  - f. Online Support. ASAM will provide the CHAPTER with an online web presence via ASAM's online community in the event the CHAPTER does not have its own dedicated website.
  - g. Accredited Continuing Education – ASAM will review and approve Chapter activities for CME accreditation at a discounted rate. Applying for accreditation through ASAM's Joint Provider Program is optional.
- IV. Obligations of the Chapter. The Chapter's obligations under this Agreement shall include the following:
- a. Tax Exemption. CHAPTER shall be and remain incorporated as a nonprofit corporation in good standing in its jurisdiction of incorporation. The Chapter acknowledges that it is a separate incorporation. The Chapter acknowledges that it is a separately incorporated legal entity, and does its own tax reporting under ASAM's group tax exemption. Chapter is responsible for its own governance, operations and expenses. The Chapter shall maintain its own operations and activities to conform to their respective state and federal tax exemptions in good standing at all times during the term of this Agreement.

The Chapter may participate in ASAM's IRS Blanket Tax Exemption, including the Blanket Tax Exemption Number (3662) on Form 990 or 990N

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and further agrees to timely filing of such forms as application, and to provide a copy to ASAM. The Chapter will maintain its own federal employer identification number.

- b. Articles of Incorporation, Bylaws and Other Requirements. As a condition of its charter as a chapter of ASAM, CHAPTER will provide to ASAM, and ASAM provided its approval to, the Articles of Incorporation and Bylaws of CHAPTER. Chapter may amend its Articles of Incorporation or Bylaws in a manner consistent with this Affiliation Agreement and shall provide a copy of all amendments to the Articles of Incorporation or Bylaws to ASAM upon their adoption. CHAPTER 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 ASAM's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance.
- c. Recordkeeping and Reporting CHAPTER shall maintain all records related to its corporate and tax-exempt status.
- d. Programs and Activities. CHAPTER shall sponsor and conduct programs and activities that further the purposes and objectives of ASAM 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 inform ASAM of its programs and activities, provide ASAM with an annual report of such activities, upon the written request of ASAM.
- e. Public Policy Statements. ASAM's public policy statements are developed by ASAM members and reviewed by the Chapters Council and approved by ASAM Board of Directors. The statements outline recommendations on the topic and are used to the guide its advocacy on legislative and regulatory issues.

CHAPTER shall mobilize its members when urgent action is required and respond to ASAM's calls for action.

Chapters will mobilize its members when action is needed on state level issues. Chapters will utilize ASAM's formal published policy statement on the topic to ensure concordance and alignment between state and national positions.

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Chapters may issue their own formal published policy statement and will coordinate with the National office when developing policy on a topic for which there is no national published policy. The current process is outlined in the ASAM's bylaws and each state's bylaws.

*To ensure that a Chapters public policy statement is in concert with current ASAM policy any Chapter planning to issue a public policy statement will, prior to its issuance, send a copy to ASAM's Executive Vice President, Public Policy Committee Chair, and the Regional Director, to be placed on ASAMs Presidents' weekly conference call agenda. The Chapter President, Chair of the ASAM Public Policy Committee and Regional Director will participate in the conference call discussion and make a decision.\**

*\*Process scheduled for review and potential update in 2023*

- f. Member Service and Engagement. CHAPTER shall promote membership in ASAM and communicate regularly with CHAPTER members. CHAPTER shall hold annual membership meetings. CHAPTER shall also maintain relations with medical societies and other associations within its TERRITORY that pertain to the mission and purpose of the CHAPTER. CHAPTER shall communicate members' needs and concerns to the Regional Director, Chapters Council and ASAM staff.
- g. Governance. CHAPTER shall govern itself consistent with its Articles of Incorporation Bylaws, and this Agreement. Specifically, it shall hold regularly scheduled elections and manage the funds of the CHAPTER.
- h. Communication with ASAM. CHAPTER shall complete survey request from ASAM and the Chapters Council. CHAPTER shall respond to requests for information from ASAM and disseminate information from ASAM to CHAPTER's members on a timely basis.
- i. Chapter Council Meeting. Chapter leadership shall regularly attend ASAM Chapter Council meetings.
- j. Dues. The Chapters will set their own dues for each member category. ASAM will collect dues for the Chapter and transfer provide appropriate chapter dues and membership reports for reconciliation to the CHAPTER quarterly, no later than 30 days after the last day of the quarter. In turn,

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the Chapter will notify ASAM of any potential discrepancies within 30 days thereafter. The two shall work together to rectify any errors.

- V. Event/Meeting Planning. The Chapter and ASAM agrees not to conduct, endorse, offer, promote, and develop any program, meeting, convention, trade show, or educational event which conflicts materially with one another's activity without mutual written consent.
- VI. Separate Identity. Each party shall retain its separate and independent identity. Nothing herein shall be construed to render one party the agent of the other, and each party shall indemnify, defend and hold harmless the other party for the acts, omissions, statements, or representations of the indemnifying party. Such indemnification shall include, but not be limited to, all reasonable costs and attorney's fees of the indemnified party.
- VII. Support of Common Purposes. The parties expect and desire that each shall support, assist and/or participate with the other with respect to matters of common interest which furthers the fundamental and primary purposes of each (hereinafter referred to as "common concerns"). The parties shall keep one another informed of activities, policies, and issues, both pending and contemplated, relating to their common concerns. Chapter shall submit an annual report including but not limited to Chapter activities for the past year, anticipated activities for the upcoming year and its current officers.
- VIII. Financial Responsibility. The Chapter shall maintain a bank account in the name of the Chapter. The Chapter shall provide ASAM with a copy of the annual financial audit, in years in which an audit is conducted, of its tax returns filed, if and when these filings are required and a copy of the year-end financial statements. Each party to this Agreement shall be responsible for all contracts, agreements, and financial obligations incurred by it in connection with its activities. Neither party shall be responsible or liable for the payment of any obligation of the other party unless it has specifically agreed to such responsibility in writing.
- IX. Use of Name and Service Marks. ASAM retains all rights and interests in its legal name and logo and to the use thereof. The Chapter may during the term of this Agreement use the legal name of ASAM as part of its name, but only to indicate the affiliation of the parties, in connection with the promotion of the parties' common primary purposes stated above. The Chapter also agrees that it shall follow such uniform naming scheme as ASAM shall direct. Neither party may use

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the others service marks without advance written permission from said other party. Neither party will attempt to trademark any term containing any service mark of said other party without the prior written consent of said other party. In the event of the termination of this agreement, neither party shall have rights in or authority to use said other parties legal name or service marks, including as part of a domain name or “doing business as” fictitious name, and the Chapter shall immediately amend its name with state corporation authorities to remove all references to ASAM and its service marks.

- X. Governing Documents. Chapter agrees that the Constitution and Bylaws of the Chapter shall not conflict or be inconsistent with the Constitution and Bylaws of ASAM. Exhibit A provides guidance on the minimum requirements to ensure conformity.
- XI. Chapter Payment. Chapter member dues will be consistent with the Constitution and Bylaws of the Chapter. Chapter member dues shall be collected annually in accordance with procedures established by ASAM.
- a. Processing Fee. The Chapter agrees to pay to ASAM a reasonable processing fee per member as determined by ASAM. The processing fee will be set by September 1 of each year for the following year and the Chapter will be notified accordingly.

The Chapter agrees to pay ASAM an administrative fee per member which may include merchant fees, administrative processing of applications and renewals, reconciliation, and list management.

- b. Forfeit of Chapter Dues. ASAM national will provide assistance to a Chapter that no longer meets the criteria for eligibility or is unable to meet requirements of this agreement. ASAM national will cease from collecting dues on behalf of the Chapter if the Chapter is unable to meet the requirements after a one-year membership cycle.

Disbursement of dues will be held until compliance is met. Dues will be forfeited after two years of failing to meet compliance requirements, unless the Chapter is actively making good faith efforts. Unremitted funds will be transferred to and retained by ASAM National.

- XII. Membership List. ASAM agrees the Chapter may use the membership list

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during the term of this Agreement. The Chapter shall maintain the confidentiality of the membership list and shall not sell, trade, transmit, or otherwise disseminate the membership list, in whole or in part, to any third party without the express prior written approval of ASAM.

XIII. Revocation, Suspension or Surrender of Charter.

- a. Automatic Revocation of Charter. This Agreement and the charter granted by ASAM to CHAPTER under this Agreement shall automatically terminate upon any filing by or against the CHAPTER for bankruptcy, dissolution or insolvency.
- b. Revocation or Suspension of Charter. The charter granted by ASAM to CHAPTER hereunder shall remain in full force and effect unless and until revoked or suspended by ASAM or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASAM, through its Board of Directors, shall have the authority to revoke or suspend the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement, no longer meets the criteria for eligibility, or is in violation of ASAM's Constitution and Bylaws.

Any decision by ASAM to revoke or suspend CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the suspension or revocation is based; provided, however, that ASAM shall provide CHAPTER with ten (10) business days from the date of such notice to cure any alleged breach of this Agreement. In the event that ASAM determines, in its sole discretion, that CHAPTER has not corrected the condition leading to ASAM's decision to revoke or suspend CHAPTER's charter, ASAM shall so notify CHAPTER in writing. ASAM's decision shall become final unless, within thirty (30) days of its receipt of written notice from ASAM, CHAPTER delivers to ASAM 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 or in person, to the Board of Directors of ASAM pursuant to the applicable rules or procedures prescribed by ASAM's Board of Directors. The decision of ASAM's Board of Directors upon such appeal shall be final and not subject to further appeal.

- c. Surrender of Charter. CHAPTER may surrender its charter by delivering to ASAM written notice of its intention to do so no less than ninety (90) days

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prior to the effective date of such surrender. The decision of the CHAPTER to surrender its Charter shall not be effective unless made with the affirmative vote of two-thirds (2/3) of the CHAPTER's Board of Directors and ratified by the membership of the CHAPTER as outlined in the CHAPTER bylaws. In rendering such decisions, the CHAPTER shall engage (at the CHAPTER's sole expense and cost) a third-party administrator to oversee this process.

- d. Effect of Revocation or Surrender of Charter. Upon revocation or surrender of CHAPTER's charter, CHAPTER shall immediately cease any and all use of the ASAM Marks and shall no longer hold itself out to be affiliated with ASAM. The CHAPTER if requested shall immediately return to ASAM or its designated representatives all printed and other material bearing any reference to ASAM, membership contact information, and all intellectual property, which may include but not limited to name and logo. The Chapter and ASAM will review state law requirements to determine how to separate the two organizations.
- e. Reinstatement of a Suspended Charter. Subject to approval by the ASAM Board in its discretion, reinstatement of a suspended Chapters Charter may be obtained by meeting all the requirements of a newly organizing chapter and meeting such other requirements as ASAM and the Chapter may mutually agree. Reinstated Chapters may receive a new charter and retain its original name.

VIII. Miscellaneous.

- a. Conflict Resolution. In the event of a dispute relating to this Agreement, the party with a grievance shall submit a written request to the Regional Director of ASAM for the purpose of mediating the dispute. The Regional Director shall act on the request within thirty (30) days from receipt of the complaint. If no such resolution is achieved, either party may recommend that the parties participate in external mediation with an outside third party. The independent third-party mediator will call for the parties to submit their respective arguments, reasons and evidence, to be presented either in writing or in person, and to recommend a resolution of the matter. The recommendations of the independent third-party mediator will be made not more than ninety (90) days after the request

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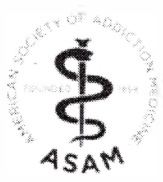


for review and shall be advisory in nature, and not binding upon either party. In the event that the parties are unable to reach satisfactory resolution of the conflict through these processes, either party may exercise its right to terminate this Agreement as set forth herein.

- b. Definitions. Whenever approval is required under this Agreement by “ASAM,” such approval may be given and transmitted at the discretion of the ASAM Board of Directors, unless otherwise indicated. Whenever approval is required under this Agreement by “the Chapter,” such approval may be given and transmitted at the discretion of the Chapters Board of Directors, unless otherwise indicated.
- c. Assignment. The affiliation provided under this Agreement shall be effective only as between the two parties hereto. Neither party shall assign its rights or obligations under this Agreement.
- d. Amendment. This Agreement may be amended only by written agreement of the two parties.
- e. Entire Agreement. This agreement constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto.
- f. Non-Waiver. A delay or failure by either party to exercise a right under this agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.
- g. Prevailing Party. In the event of any litigation arising from breach of this agreement, or the services provided under this agreement, the prevailing party shall have its reasonable costs and attorney’s fee paid by the other party.
- h. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. Electronic signatures shall have the same effect as originals.

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IN WITNESS WHEREFORE, the parties by their authorized representatives have  
executed this Agreement effective as of the Effective Date first written above

AMERICAN SOCIETY OF ADDICTION MEDICINE

By: Valerie R. Evans  
Signature  
Name: Valerie Evans, CAE  
Please Print Name  
Title: VP, Governance and Memebership  
Date: 4/13/2023

GEORGIA SOCIETY OF ADDICTION MEDICINE

Chapter Name  
By: Michael A. Hall, M.D.  
Signature  
Name: MICHAEL A HALL, M.D.  
Please Print Name  
Title: PRESIDENT GEORGIA SOCIETY OF ADDICTION MEDICINE  
Date: APRIL 8, 2023

Approved February 16, 2023



Exhibits:  
Exhibit A – Model Chapter Bylaws

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