



Association for Vascular Access Network Affiliation Agreement

THIS AGREEMENT is entered into as of this **insert date** day of **insert month** and **year** between the Association for Vascular Access, a California nonprofit mutual benefit corporation ("AVA") and the undersigned **insert Full Network Name (Abbreviated Network Name)** ("Network") with respect to the following:

A. AVA is the preeminent professional association of health professionals who care for patients requiring various infusion devices whose overall purpose is to advance the profession.

B. The Network represents professionals in the geographical area described in Exhibit A and desires to be identified by AVA as its chartered Network within that geographical area subject to the terms and conditions of this Agreement, so as to further advance the profession by enhancing communications among members of the profession.

NOW, THEREFORE, the parties agree:

1. *Charter.* AVA grants to the Network the opportunity to operate as an AVA Network in the geographical territory described in Exhibit A. This grant shall become effective as of the date of this Agreement and shall remain in effect as long as the Network maintains its membership or until it is disbanded or terminated as provided below.

2. *Name.* AVA licenses the use of its name to the Network for the purpose of using AVA's name as a part of the Network's name as follows: "**insert Network name**", **an AVA Network Affiliate**" and shall refer to itself as such in the conduct of its affairs. The license shall be effective as of the date of this Agreement and shall continue until it is suspended or terminated as provided below.

3. *Logo.* AVA licenses the use of its logo as a part of the Network logo in conformance with the terms and conditions of this Agreement as shown on Exhibit B. The license shall be effective as of the date of this Agreement and shall continue until it is suspended or terminated as provided below. The Logo is the AVA logo as specified by AVA, the current version of which can be obtained by contacting AVA. The Network logo must include the verbiage, "A Network of the Association for Vascular Access".

4. *Mission/Vision.* The mission of AVA is to represent and advance the vascular access specialty and community and define standards of vascular access through an evidence-based approach to enhance healthcare and patient outcomes. By entering into this agreement with AVA, Network agrees that it will create, identify, and articulate its mission in accordance with same.

5. *AVA Membership.* Professional members of the Network are encouraged, but not required to be members of AVA. If a member of the network joins AVA, they will receive a membership discount of \$10.00 on their yearly dues.

The member must indicate the network name on their AVA membership application or renewal form, and the network membership must be verifiable.

6. *Officers.* All officers, as defined by the Affiliate Bylaws, must maintain an active membership in the Association for Vascular Access (AVA).

7. *Bylaws and Standards.* The Network Bylaws and any proposed changes in the network bylaws shall be in basic conformity with the AVA Bylaws; The Network shall conform its activities to the purposes of AVA as expressed in AVA's Bylaws, Policies and Procedures, and Code of Ethics all as amended from time to time. AVA must approve all bylaw changes before they can take effect.

8. *Dues/Affiliation Fees.* The Network may set and collect dues and application fees. Each Network shall pay an annual affiliation fee in a sum determined by the AVA Board.

9. *No Agency.* AVA and the network are separate legal entities. This Agreement is not intended to create an agency relationship between AVA and the Network. The Network is not authorized to undertake activities on behalf of AVA unless AVA gives its prior written authorization to do so.

10. *Liability for Debts.* The Network shall be solely liable for any debts or obligations it incurs unless prior written consent from AVA has been obtained. AVA shall be solely liable for its own debts and obligations.

11. *Indemnification.* Each party shall defend, indemnify and hold harmless the other against any claim arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its own activities.

12. *Programs and Activities.* The Network shall timely inform AVA of significant programs and activities to be presented to members and others. Upon reasonable notice to the Network, AVA reserves the right to conduct programs and activities in the Network territory. The Network is required to hold a minimum of 2 programs per year.

13. *Materials.* The Network shall provide the AVA Executive Office with copies of all materials distributed to Network members.

14. *Records and Reporting.* The Network shall maintain records appropriate to its operations and including, bylaws, policies and procedures, database of members, and financial records. The Network annually shall provide AVA a current member list, completed annual report and tax filing report in a form acceptable to AVA.

15. *Tax Matters.* The Network shall be responsible for maintaining appropriate financial records and shall file all required federal and state returns. The network shall not undertake any activities inconsistent with United States tax exemption as a professional association.

16. *Suspension or Termination.* Either party may terminate this Agreement on 60 days advance written notice. AVA retains the right to suspend or terminate this Agreement and any of the benefits conferred under it to the Network based on reliable information that the Network has substantially breached any of the provisions of this Agreement or taken any action which may damage the goodwill of AVA. AVA shall retain the absolute right to suspend the Network pending the giving of notice of termination to the Network and the opportunity to respond to allegations of substantial breach, all in accordance with AVA Bylaws.

17. *Jurisdiction and Venue.* The parties agree that this Agreement shall be governed by the laws of the State of California and shall be venued in the Superior Court of the State of California, County of Contra Costa.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the above date.

AVA, Association for Vascular Access,
a California nonprofit mutual benefit Corporation.

Network: insert Network Name

Administrative Office Acceptance:

Signature: _____

Title: _____

Date: _____

Effective Date: _____

1st Officer(name): _____

Title: _____

Signature: _____

Date: _____

2nd Officer (name): _____

Title: _____

Signature: _____

Date: _____

Association for Vascular Access
5526 West 13400 South Ste #229
Herriman, UT 84096

Insert Network Name
Insert Network address

SAMPLE

Exhibit A

See Attached State Map with Instructions

SAMPLE

Exhibit B

AVA logo may be printed in solid blue (PMS 285) or in solid black, or in the blue / black combinations below.

