



CHAPTER AFFILIATION AGREEMENT
INTERNATIONAL CHAPTERS

AGREEMENT made this day of January 6, 2017. Between the International Society of Exposure Science (“ISES”), a nonprofit organization, and the ISES Europe Chapter (hereinafter referred to as “Chapter”).

WITNESS:

WHEREAS, ISES is an international organization committed to creating a safer and healthier world by advancing exposure science and promoting the use of exposure science in the fields of public, occupational, and environmental health; and,

WHEREAS, Chapter desires to pursue and advance the principles and purposes of ISES through its activities in Europe; and,

WHEREAS, both ISES and Chapter believe that assistance, coordination, and cooperation in matters of mutual interest will enhance the achievement of their common purposes; NOW, THEREFORE, in consideration of the mutual promises of the parties, and in accordance with the provisions hereinafter set forth,

IT IS AGREED AS FOLLOWS:

1. Support of Common Purposes. The parties expect and desire that each shall support, assist and/or participate with the other with respect to all matters of common interest which further the fundamental and primary purposes of each. (Such matters hereinafter shall be referred to as “common concerns.”)
2. No Agency. 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.

3. Use and-Protection of Trade Name and Intellectual Property. ISES retains all rights and interests in its legal name, the logo incorporating the stylized acronym "ISES", and all related intellectual property including without limitation, educational materials, (hereinafter collectively referred to as its "intellectual property") and all rights and interests in the use thereof. Chapter is hereby authorized to use this intellectual property indicating the affiliation of the parties (that is, that Chapter is a chapter of ISES), providing member services, and similar activities in connection with the promotion of the parties' common concerns. Chapter shall have no right or authority to license or otherwise permit the use by third parties of any of the intellectual property and chapter shall not use or permit the use by third parties of its name or the intellectual property in such a way as to endorse or appear to endorse any product or service provided by third parties, except as permitted in writing by ISES. In the event of violation of this agreement or of disaffiliation of the parties, Chapter shall have no rights to use the intellectual property and shall cease all such use immediately. Chapter will make every reasonable effort to resolve matters within Chapter's control or purview that may adversely affect ISES' name, reputation, goodwill, and membership. In precedence over any interest of Chapter, ISES shall take such actions as it deems necessary to protect its intellectual property, reputation, goodwill and ability to serve its members.

4. Governing documents. Chapter agrees to be legally incorporated consistent with laws of the country in which it is domiciled, and to adopt articles of incorporation and bylaws including, in substance, the provisions specified in the ISES Bylaws regarding Chapter operations. Chapter further agrees to submit all proposed changes to the articles of incorporation or bylaws to the ISES Board for its review/approval at least thirty days prior to

the proposed date of adoption.

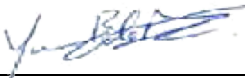
5. Financial Responsibilities. Chapter must operate its finances within the rules of its own country and comply with said rules of their country. Therefore, Chapter shall handle its financial and accounting operations.
6. Reporting. Within three (3) years of initial approval by the ISES Board of Directors Chapter shall provide a progress report to said board. Full approval of chapter status shall be granted upon review and approval of progress report. Once Chapter is fully approved an update will be submitted to the ISES Board of Directors every five (5) years.
7. Country Requirements. Chapter agrees to comply with all applicable country annual registration and reporting requirements.
8. Liability Insurance. Chapter is not covered by ISES liability insurance and shall secure insurance if it deems it necessary or desirable.
9. Dues. Chapter agrees to determine the local dues and to notify ISES of the dues rate and term of membership. Chapter shall be responsible for providing ISES with the chapter membership term as well as the annual dues rate no later than December 31st of each year.
10. Representation on ISES Board of Directors. Per the ISES bylaws Chapter shall have a non-voting delegate on the ISES Board of Directors. The delegate shall be responsible for providing a written report on chapter activities to the ISES Board on an annual basis, at a minimum, and reporting pertinent ISES Board items to the Chapter leadership.
11. Termination. If Chapter ceases to function it can be terminated or placed in an inactive category by the ISES Board of Directors.
12. Term of Affiliation. The initial term of this Agreement shall be three (3) years from the effective date hereof. Provided that Chapter submits the necessary progress report and the ISES Board of Directors grants full approval, the agreement will be amended for a five (5)

year period.

13. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

14. Governing Law. This Agreement shall be governed by the laws of the state of Virginia. Any dispute arising under the terms of this agreement shall be adjudicated in the courts of the state of Virginia.

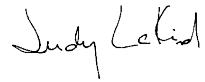
Agreed by:



Chapter President

17.08.2017

Date

 on behalf of ISES

ISES President

August 18 2017

Date