



Empower. Educate. Advance.

The Future of Dermatology

SDPA ORGANIZATIONAL AFFILIATE AGREEMENT

This Organizational Affiliate Agreement (“Agreement”) is between the Society of Dermatology Physician Assistants (“SDPA”) and [State Organization Name] (“Affiliate”). SDPA and Affiliate may be referred to individually as “Party” or collectively as “Parties”. This Agreement is effective as of the latest signature in time below (“Effective Date”) and sets out the overarching rights and obligations of a mutually beneficial collaboration between the SDPA and Affiliate.

Preamble: The Society of Dermatology PAs (SDPA) is a 501(c)6 nonprofit organization whose mission is to advance the care of patients through the education and empowerment of dermatology physician assistants (PAs). Networking with organization affiliates is a key to the success of the SDPA and its constituents.

1. SDPA Rights and Obligations.

A. SDPA recognizes [State Organization] as an organizational Affiliate of SDPA. The benefits of an SDPA Affiliate include:

- formal recognition by the largest specialty PA organization associated with the American Academy of PAs (AAPA) and the only dermatology organization for PAs;
- updates and notifications of Federal legislative changes and advocacy support performed by the SDPA on behalf of the dermatology PA community and notification by Affiliate to SDPA on any activity at the state PA level;
- networking through SDPA conferences, journals, and newsletters;
- support for Affiliate Presidents through SDPA’s State Affiliate Network;
- listing of the Affiliate on the SDPA website (dermpa.org) and direct link to the Affiliate website;
- access to free Affiliate discussion “groups” functionality on SDPA Connect networking platform;
- Ability to request complimentary SDPA mailing labels for SDPA members residing in the Affiliate’s state one-time per year for one-time use. Artwork must be reviewed by SDPA and approved prior to release of the mailing list;
- Opportunity to send one complimentary email blast, sent by SDPA staff to SDPA members residing in Affiliate’s state in support of Affiliate conference or membership effort. Affiliate is responsible for all email content and SDPA reserves

the right to edit the email to adhere to SDPA policies and procedures;

- free advertisement in the SDPA newsletter(s) for items which are not profit driven in nature (i.e., a charitable fundraising event) as available. SDPA reserves the right to determine schedule changes for free advertisements. The Affiliate may not gift this space to another organization or partner; and
- opportunity for Affiliate to host a meeting for Affiliate members during the SDPA's annual Summer or Fall conferences. Notice must be given to SDPA no later than (3) months before the beginning of the SDPA annual conference. Capacity and room location will be determined by the SDPA. All additional expenses such as F&B must be approved by the SDPA and covered at the expense of the Affiliate.

2. Affiliate Rights and Obligations.

- A. [State Organization] accepts SDPA recognition as an organizational Affiliate of SDPA. The benefits to SDPA of recognizing Affiliate include:
- receipt of one free advertisement in Affiliate's publication or meeting materials per year;
 - notification by Affiliate of any and all changes to the Affiliate Board of Directors, leadership and committee chairs within 30 days after Affiliate's leadership year through the SDPA's online annual update form (http://www.dermpa.org/default.asp?page=State_Affiliate_App) on dermpa.org or by email.
- B. By accepting SDPA recognitions, Affiliate agrees to adhere to SDPA's policies and procedures, including SDPA's State Affiliate Policy. SDPA reserves the right to amend its policies and procedures at its sole discretion.

3. Governance.

- A. SDPA and Affiliate understand that this Agreement in no way creates a partnership, joint venture, or other corporate structure between the two organizations. Each Party governs and controls its own activities and remain solely responsible for its own liabilities and assets.
- B. During the course of the Agreement, SDPA and Affiliate shall each maintain their individual status as a nonprofit/tax exempt organization within the meaning of 501(c) of the Internal Revenue Code.
- C. Coordinated activities not outlined in this Agreement shall be subject to a separate agreement between the Parties.

4. Finance.

- A. SDPA and Affiliate understand that this is a no-cost Agreement and does not obligate a transfer of funds between the Parties.
- B. Notwithstanding the above and upon request of the Affiliate, SDPA may provide the following services for a fee:
- \$250 fee for in-state mailing list or in-state email blasts sent more than once per Agreement year.

5. Intellectual Property.

- A. During the course of the Agreement, SDPA and Affiliate grant each other a non-exclusive, revocable, non-assignable royalty free license to use each other's logos, trademarks, service marks, and trade names in furtherance of the goals and objectives of this Agreement.
- B. For purposes not related to this Agreement, neither Party shall use, or permit to be used, the logos, trademarks, service marks, trade names or copyrighted materials of the other Party without the other Party's prior written consent.
- C. Both SDPA and Affiliate shall maintain the confidentiality of each other's non-public information. The information must be marked "confidential" or "proprietary".

6. Indemnification/Insurance.

- A. SDPA agrees to indemnify and hold harmless Affiliate, its officers, directors, members, employees, and agents from and against any and all claims, actions, suits, settlements, costs and expenses which may arise by an Act or omission by SDPA as a result of this Agreement.
- B. Affiliate agrees to indemnify and hold harmless SDPA, its officers, directors, members, employees, and agents from and against any and all claims, actions, suits, settlements, costs and expenses which may arise by an Act or omission by Affiliate as a result of this Agreement.
- C. Affiliate shall maintain a general liability insurance policy adequate to support its activities related to this Agreement and shall name SDPA as an additional insured party.

7. Dispute Resolution.

- A. Any and all disputes related to this Agreement shall first be resolved through amicable negotiation between the Parties. If the dispute is not resolved by negotiation, the Parties agree to participate in non-binding mediation. Any dispute not resolved by negotiation or mediation shall be subject to a court of competent jurisdiction.

8. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall continue until either party notifies the other party 30-day notice of its intent to terminate. For purposes of this Agreement, notice may include certified mail, overnight courier, or electronic mail. If a signed copy is not received for the new program year, the affiliate's web site will be removed from www.dermopa.org.

Agreed:

Affiliate President: _____

Signature: _____

Date Signed: _____

SDPA President: _____

Signature: _____

Date Signed: _____