



## **AFFILIATION AGREEMENT**

The National Society to Prevent Blindness (d.b.a. Prevent Blindness®) hereby contracts with and grants exclusive rights to

**(Prevent Blindness Ohio)**  
As its affiliate in the territory of  
**(Ohio)**

### **Article I – Name**

The affiliate's corporate name will be the National Society to Prevent Blindness – (territory), Inc., or Prevent Blindness (territory). The affiliate shall do business exclusively under the name Prevent Blindness (territory) or PB (territory).

### **Article II – Mission**

The mission and program offerings of the affiliate shall be consistent with the mission and strategic plan of Prevent Blindness.

### **Article III – Operations**

**Section 1.** The affiliate shall have the exclusive right to solicit funds and provide programs and services in its territory. The national office will not solicit gifts in affiliate territory without prior authorization. Affiliates will not solicit gifts in national or other affiliate territory without prior authorization. See Prevent Blindness Income Sharing Policies and Guidelines, Article IV, Section 1.

**Section 2.** The affiliate shall operate in accordance with general policies and procedures established by the Prevent Blindness Board. The constitution, bylaws or other organization documents and policies of each affiliate shall conform to Prevent Blindness's policies and procedures. See Prevent Blindness bylaws, Article V, Section 2b. This agreement is not intended to establish a co-employer relationship between Prevent Blindness and its affiliate and the parties agree and understand that affiliate employees are not Prevent Blindness employees and that Prevent Blindness employees are not affiliate employees.

### **Article IV – Logo and Service Marks**

**Section 1.** The affiliate is hereby granted a license to use all Prevent Blindness logos, service marks, programs and copyrighted materials during the term of this agreement.

**Section 2.** The affiliate agrees to protect the Prevent Blindness logo, service marks, programs and copyrighted material.

**Section 3.** The affiliate will comply with all Prevent Blindness marketing policies that pertain to the use of the logo, service marks, programs and copyrighted material.

## **Article V – Affiliate Dues/Support**

The affiliate agrees to comply with the national/affiliate support formula as prescribed by Prevent Blindness and its affiliates. See Prevent Blindness Income Sharing Policies and Guidelines and Prevent Blindness Bylaws, Article III, Section 2.

## **Article VI – Responsibilities of the National Organization**

Prevent Blindness agrees to provide services to affiliates in accordance with the document “Responsibilities of the National Organization.” All modifications will be approved by the national Board of Directors.

## **Article VII – Affiliate Standards of Operation**

The affiliate agrees to maintain affiliate standards in accordance with the document “Responsibilities of the Affiliate Organization.” As modifications are required such recommendations can be made by the Affiliate Association, or a task force as assigned by the Prevent Blindness Board Chairperson and reported to the National Board of Directors.

## **Article VIII – Conflict Resolution**

**Section 1.** In the event of a conflict that cannot be resolved to the satisfaction of both parties, the CVO and CEO leadership of the disputing groups, or their designees, agree to present the dispute to a task force, appointed by the Prevent Blindness Board Chairperson comprised of members from the Affiliate Association (volunteer and staff), not to include members of the disputing parties, and members of the national board of directors. Either party may appeal the decision of the task force to the Executive Committee of the Prevent Blindness Board of Directors.

**Section 2.** The Affiliate Agreement will be interpreted under Illinois law, and any action regarding the enforcement of the Agreement by either party must be filed in the state or federal court of Illinois.

## **Article IX – Disaffiliation**

**Section 1.** The National Society to Prevent Blindness or the affiliate may terminate this Affiliation Agreement by providing the other party at least ninety (90) days advance written notice of its intention to disaffiliate.

**Section 2.** Prior to disaffiliation, either party must provide to the other, the opportunity to appear before the other party’s Executive Committee of the Board of Directors. This procedure will allow the parties to present concerns that exist and set forth their rationale for disaffiliation. The meeting must be completed during the 90-day notice period and may be held in person or via teleconference.

**Section 3.** Upon disaffiliation of the Affiliation Agreement:

- a) The affiliate shall immediately cease and desist from using, and shall not have the right to any future use, of the term “Prevent Blindness” or the term “Society to Prevent Blindness” as part of its title or as part of the name under which the operations of the disaffiliated organization will be conducted.
- b) The affiliate shall immediately cease and desist from using, and shall not have the right to any future use, of the logo of the National Society to Prevent

Blindness, the service mark, "Prevent Blindness," "Prevent Blindness America" or any symbols indicating that the entity is a part of or affiliated with Prevent Blindness or the term, "an Affiliate of the National Society to Prevent Blindness" or of "Prevent Blindness," on its letterhead or for other similar usages. The affiliate disaffiliating from the National organization may only use the Prevent Blindness name in any statement connected to the new organization for a 30-day time period following the official disaffiliation date, [i.e., "formerly Prevent Blindness (state)"].

- c) The affiliate disaffiliating shall immediately stop using any other trademarks for program or events of the National Society to Prevent Blindness.
- d) Debts due to the affiliate by the National Society to Prevent Blindness shall be satisfied at the time of disaffiliation.
- e) Debts due to the National Society to Prevent Blindness by the affiliate shall be satisfied at the time of disaffiliation. In the event of dissolution, assets of the affiliate shall first be applied to satisfy any debts due the National Society to Prevent Blindness and shall then be distributed in accordance with the Bylaws and Articles of Incorporation of the affiliate.
- f) The National Society to Prevent Blindness has the right to establish a new affiliate, region or office in the territory where the disaffiliation has occurred.

### Article X – Term of Contract

The term of this agreement shall be for a period of one year from 4/21/17 and shall be automatically renewed for additional one-year periods unless the National Society to Prevent Blindness or the affiliate notifies the other of its intention to disaffiliate and terminate this agreement in accordance with Article VIII, Disaffiliation.

This agreement supersedes all prior agreements.

Accepted for:

Accepted for:

Affiliate

National Society to Prevent Blindness

By [Signature]  
Chief Volunteer Officer

Date 4-21-17

By [Signature]  
Chief Volunteer Officer

Date 8-28-17

[Signature]  
Chief Executive Officer

Date 4-21-17

[Signature]  
Chief Executive Officer

Date 8/28/17