

**American Academy of Cosmetic Dentistry (AACD)
AFFILIATION AGREEMENT**

AGREEMENT made this day of _____, 20____, between the American Academy of Cosmetic Dentistry (AACD), a 501(c) 6 corporation organized under the laws of Wisconsin, U.S.A., having its principal offices in the State of Wisconsin (hereinafter referred to as "AACD"), and the AACD Affiliate _____ Academy of Cosmetic Dentistry, an entity organized under the laws of the _____, (hereinafter referred to as "Affiliate").

W I T N E S S:

WHEREAS, AACD is an international organization dedicated to advancing excellence in the art and science of comprehensive cosmetic dentistry and encouraging the highest standards of ethical conduct and responsible patient care. And, whereas the AACD fulfills its mission by offering superior educational opportunities; promoting and supporting a respected credential; serving as a user-friendly and inviting forum for the creative exchange of knowledge and ideas; and providing accurate and useful information to the public and the profession.

WHEREAS, Affiliate desires to pursue and advance the principles and purposes of AACD through its activities in the State/Province/Region of _____; and,

WHEREAS, AACD Affiliates are formed by AACD members in a particular geographic area as extensions of the Academy. In addition to providing educational and networking opportunities for cosmetic dental professionals at the local level, AACD Affiliates shall:

- Promote membership and Accreditation in the American Academy of Cosmetic Dentistry
- Encourage attendance at AACD educational events like the Annual Scientific Session
- Support the work of the AACD Charitable Foundation and its Give Back a Smile program

to colleagues in their local area to further advance the AACD's mission of pursuing excellence in cosmetic dentistry.

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 matters of common interest, which further the fundamental and primary purposes of each. (Such matters hereinafter shall be referred to as "common mission.")
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. **Requirements to Maintain Affiliate Status:** To maintain Affiliate status, 66% of the officers must be members of AACD. A minimum of five members will be needed. Membership shall be open to any dental professional choosing to participate.
4. **Use and-Protection of Trade Name and Intellectual Property.** AACD retains all rights and interests in its legal name, the logo incorporating the stylized acronym "AACD", 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. Affiliate is hereby authorized to use the acronym of AACD, to indicate the affiliation of the parties as permitted in Section 5. Affiliate shall have no right or authority to license or otherwise permit the use by third parties of any of the intellectual property and Affiliate 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 insofar as specifically permitted in writing by AACD. In the event of violation of this agreement or of disaffiliation of the parties, Affiliate shall have no rights with respect to, or authority to use AACD’s intellectual property and shall cease all such use immediately. Affiliate will make every reasonable effort to resolve matters within Affiliate’s control or purview that may adversely affect AACD’s name, reputation, goodwill, and membership. In precedence over any interest of Affiliate, AACD shall take such actions as it deems necessary to protect its intellectual property, reputation, goodwill and ability to serve its members.

5. **Identification.** Affiliates will use the phrase “An Affiliate of the American Academy of Cosmetic Dentistry,” in conjunction with its name, logo, or trademark. However, an Affiliate may *not* use the words “American Academy of Cosmetic Dentistry” or “AACD” as part of its name. Affiliates must include the Affiliate logo and the following statement prominently on their promotions, publications, and website, or use the approved Affiliate version of the AACD logo developed for this purpose:

An Affiliate of the American Academy of Cosmetic Dentistry

6. **Governing Documents.** Affiliate agrees to be legally incorporated consistent with laws of the state/province in which it is domiciled, and to adopt articles of incorporation and bylaws. Affiliate further agrees to submit all proposed changes to the articles of incorporation or bylaws to AACD for its approval at least thirty days prior to the proposed date of adoption.
7. **Annual Reporting.** Affiliate agrees to supply AACD with annual reporting, on or before the date specified by AACD, which shall include any changes in the articles and bylaws, together with the following information as AACD shall reasonably require:
 - a. Roster of all current affiliate members including name, address, email address, and phone number; roster must be submitted as an Excel spreadsheet
 - b. Names and contact information of current Affiliate officers (66% must be current AACD members) Updated Bylaws (if applicable)
 - c. A report from the required educational meeting (or meetings if more than one was held) including number of attendees, speakers, exhibitors, etc.
 - d. Copies of publications and promotional literature that the Affiliate produces (if applicable)
8. **Ethics.** Affiliate shall promote and encourage public awareness for the benefits of cosmetic dentistry and Affiliate member adherence to the AACD Code of Ethics. Affiliate acknowledges a responsibility to address ethical issues through awareness, education, and example.
9. **National, State/Provincial Requirements.** Affiliate agrees to comply with all applicable national, state/provincial annual registration and reporting requirements.
10. **Dues.** Affiliate agrees to pay dues of \$300 per year to help provide support services.
11. **Delivery of Services.** Affiliate agrees to support, promote, and pursue the goals and objectives set forth by the policies and procedures of AACD. Further, Affiliate shall support and promote the goals and objectives of the AACD Charitable Foundation.
12. **Fulfillment.** AACD is committed to the success of Affiliate and will support it with marketing, tools, platforms, and training in order to assist Affiliate in the fulfillment of this agreement to the degree reasonable. In addition, AACD will provide other services from time to time.

13. **Term of Affiliation.** The initial term of this Agreement shall be three (3) years from the effective date hereof. Provided that Affiliate has submitted all annual reporting requirements, if applicable, and provided there have been no ethical issues or breaches, this Agreement shall be automatically renewed for successive three-year terms, unless sooner terminated under the terms of paragraph 14.

14. **Termination.** Either party may terminate this Agreement for cause by written notice to the other party. Such notice shall be effective on the date set forth in such notice, but in no event less than ninety days after the date of the notice. Upon delivery of notice from AACD, Affiliate shall immediately return to AACD all membership and other lists, and all printed and other material bearing any reference to AACD, including all intellectual property. Affiliate agrees to make no use of such material, intellectual property, and lists after the delivery of the notice of termination from AACD and before return of such material, intellectual property and lists to AACD. In addition, and if, for any reason, the Affiliate organization is terminated or otherwise loses its status as an AACD Affiliate, the entity must cease using the name "Academy of Cosmetic Dentistry" to avoid marketplace confusion. Note: in advance of a decision to terminate, a request to appeal can be made to attempt to resolve whatever issue(s) caused the termination process to be initiated.

15. **Assignment.** The affiliation provided under this Agreement shall be effective between named Affiliate and AACD and continues in force through future leadership changes of the Affiliate organization.

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

17. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin. Any dispute arising under the terms of this agreement shall be adjudicated in the courts of the State of Wisconsin.

American Academy of Cosmetic Dentistry

By: _____

Affiliate President

AACD Affiliate Name

By: _____