

**American Medical Women's Association  
BRANCH LICENSE AND AFFILIATION AGREEMENT**

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the American Medical Women's Association ("AMWA"), and the \_\_\_\_\_ ("Branch").

The parties agree as follows:

**1.00 THE LICENSE**

AMWA hereby grants to the Branch a license to utilize the name, "American Medical Women's Association"; the acronym, "AMWA"; and the AMWA logo (collectively, "the AMWA Marks") in connection with the name of the Branch.

**2.0 FUNDAMENTAL PRINCIPLES**

**2.1** It is acknowledged that the Branch must adhere to certain Fundamental Principles, which are as follows

- (i) that the Branch operate in a manner consistent with the mission and vision of AMWA;
- (ii) that the Branch operate in a manner consistent with the Bylaws of AMWA and all policies and procedures adopted by AMWA;
- (iii) that the Branch carry out its activities in a legal, fiscally responsible manner consistent with the Bylaws and policies of AMWA;
- (iv) that the Branch obtain an IRS Tax ID Number (also known as an EIN or Employment Identification Number) and submit a copy to AMWA Headquarters if the branch plans to engage in financial transactions; and
- (v) If the Branch has their own tax-exempt status that it maintain the status under Section 501(c)(3) of the Internal Revenue Code and submit a copy to AMWA Headquarters.
- (vi) That all Branch members be AMWA members

**3.0 USE OF THE AMWA MARKS**

**3.1** The Branch shall use the AMWA Marks in a professional and responsible manner, and never in such a way that may degrade or devalue the AMWA Marks or otherwise cause disrepute, ridicule, or embarrassment to AMWA.

**3.2** The Branch undertakes not to make any application for any trademark or service mark in any class anywhere using the AMWA Marks or any word, mark, design or logo confusingly similar except with the prior written consent of the AMWA.

**4.0 MEMBERSHIP**

**4.1** The Branch shall have membership categories and criteria similar to those of AMWA. Membership in the Branch will be eligible for a discounted AMWA membership rate.

**4.2** The Branch shall submit to AMWA such information regarding the Branch's legal and tax status as AMWA may reasonably request, including proof of incorporation; the Branch's tax identification number; and the Branch's application for tax exemption and, upon receipt, the IRS exemption determination letter.

**4.3** The Branch shall return to AMWA headquarters, the yearly report form – an annual report describing the Branch's activities for the year, including financial status and a list of officers. AMWA shall establish a due date for this report and may create a standard reporting form.

**4.4** The Branch is fiscally responsible for their branch and shall invoice and collect Branch dues.

**5.00 TERM AND TERMINATION**

This Agreement shall continue until terminated by either party on sixty (60) days notice. This Agreement will terminate automatically upon the Branch becoming insolvent, bankrupt, or unable to pay it debts and other obligations as they become due; the Branch ceasing substantial activity; or the Branch committing a material breach of this Agreement.

**6.00 EFFECT OF TERMINATION**

In the event that this Agreement shall terminate, the Branch’s rights and authority and the license to use the AMWA Marks shall cease immediately.

**7.00 ASSIGNMENT AND SUBLICENSING**

This Agreement, including the license herein granted, is personal to the Branch and nonassignable by the Branch, and any purported assignment shall be invalid and void.

**8.00 AMENDMENTS**

No amendment, modification or waiver of the terms of this Agreement shall be valid unless set out in writing and executed by the AMWA and the Branch.

**9.0 MISCELLANEOUS**

**9.1** This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement, and supercedes all prior and/or contemporaneous agreements, arrangements, negotiations and/or understandings between the parties.

**9.2** The parties acknowledge that any violation of this Agreement may cause the other party immediate and irreparable harm and damage which may be difficult or impossible to measure. Therefore, either party may seek equitable or injunctive relief in addition to any other right or remedy to which it may be entitled when necessary to preserve its rights.

**9.3** The parties are independent entities and nothing in this Agreement shall be construed to establish a partnership, joint venture, agency or similar relationship between them. Neither party is an agent of the other and shall not hold itself out as such. The parties agree to indemnify, defend, and hold each other harmless for all claims, liabilities, judgments and costs, including attorneys’ fee and court costs, of third persons arising out of the negligent acts, omissions or willful acts of each other.

**9.4** This Agreement represents the entire understanding of the parties and supersedes any prior written or oral agreements or understandings, regardless of format, between the parties.

**10.00 GOVERNING LAW**

This Agreement and its interpretation, construction and effect shall be governed by and in accordance with the laws of the State of New York, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the State and/or Federal courts in New York, NY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**AMWA**

**BRANCH**

By  
Name  
Title  
Date

By  
Name  
Title  
Date