

AFFILIATION AGREEMENT

This Affiliation Agreement (the “**Agreement**”) is dated as of November 17, 2021 (“**Effective Date**”) and is made by and between the American Association of Colleges for Teacher Education (“**AACTE**”), a District of Columbia nonprofit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“**Code**”), and the Georgia Association of Colleges for Teacher Education (“**Chapter**”), a Georgia association currently applying for tax-exempt status pursuant to Code Section 501(c)(3)].

NOW, THEREFORE, based on mutual consideration, the receipt and adequacy of which is mutually acknowledged, the parties agree to the following terms and conditions.

1. **Grant of Charter to Chapter.**

- a. **Charter.** AACTE hereby grants to Chapter a non-exclusive charter to be a state chapter of AACTE. AACTE authorizes Chapter to use the name “American Association of Colleges for Teacher Education,” acronym “AACTE,” and logo of AACTE in or in connection with Chapter’s name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by AACTE.
- b. **Term and Termination.** This Agreement, and the charter granted to Chapter hereunder, shall commence on the Effective Date and shall continue until revoked by AACTE or surrendered by Chapter pursuant to the terms of Section 9 hereto (“**Term**”).
- c. **Territory.** Chapter shall be AACTE’s affiliate only in Georgia (“**Territory**”), pursuant to and in accordance with AACTE’s mission and purposes as set forth in AACTE’s Articles of Incorporation and Bylaws or as otherwise established by AACTE’s Board of Directors. Chapter acknowledges that this designation is non-exclusive in the Territory and that AACTE may designate other affiliates within or outside the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

2. **Membership.** AACTE encourages institutions that are members of Chapter to also be members of AACTE. The terms and conditions of membership in AACTE shall be determined exclusively by AACTE. The terms and conditions of membership in Chapter shall be determined exclusively by Chapter.

3. **Obligations of AACTE.** AACTE’s obligations under this Agreement shall include:

- a. **ACSR.** Facilitation of the Advisory Council of State Representatives (ACSR), an advisory committee composed of leaders designated by each Chapter as described in the AACTE Bylaws and the AACTE Board Policy & Procedure Manual.
- b. **ACSR Executive Committee.** Sponsorship of the ACSR Executive Committee, a leadership body elected by the designated chapter leaders, and described in the AACTE Board Policy & Procedure Manual.
- c. **ACSR Meetings.** Convening of ACSR on a quarterly basis (expenses to attend in-person ACSR meetings are the financial responsibility of the Chapter and/or the

college or university where the Chapter leader is employed and not the financial responsibility of AACTE).

- d. Staff Assistance. As determined by the AACTE President & CEO, AACTE staff assistance (e.g., State Directions newsletter, attendance at ACSR meetings, presentations to state conferences).
 - e. Public Disclosure of Voluntary Affiliation. Public disclosure of AACTE's relationship with Chapter as described in 4(f) through its website and any other means that AACTE may deem appropriate.
 - f. Other Programs or Services. As determined by the AACTE President & CEO in consultation with the AACTE Board of Directors, any other programs or services that would advance educator preparation and benefit AACTE and Chapter members.
4. **Obligations of Chapter**. Chapter's obligations under this Agreement shall include:
- a. Compliance with Laws. Chapter warrants that it shall comply with all applicable laws, rules, and regulations in the conduct of its obligations hereunder.
 - b. Governing Documents. As a condition of receipt of its charter as a chapter of AACTE, Chapter shall provide to AACTE a copy of Chapter's Articles of Incorporation (if applicable) and Bylaws. Chapter's Bylaws shall include a statement concerning Chapter's voluntary affiliation with AACTE which is substantially similar to the disclosures provided in Section 4(f) herein.
 - c. Reporting. Chapter shall submit regular written reports, no less than once per year, to AACTE summarizing its programs, activities and operations and include a listing of its current institutional members and their primary representatives.
 - d. Programs and Activities. Chapter shall send to AACTE on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities the Chapter intends to sponsor or conduct. AACTE may send representatives to observe or, if invited by the Chapter, to participate in such programs and activities.
 - e. Public Disclosure of Voluntary Affiliation. Chapter shall publish a statement on its website disclosing and affirming that Chapter's relationship to AACTE is a voluntary, mutually beneficial affiliation between independent organizations. Such statement shall be substantially similar to the following: *"The AACTE and Georgia Association of Colleges for Teacher Education collaborate to strengthen their advocacy efforts, share experience and expertise, and expand their members' professional development opportunities. To this end, our Chapter's relationship with AACTE is a voluntary affiliation that allows us to advance our members' interests."*
 - f. ACSR. Chapter shall participate in AACTE's Advisory Council of State Representatives ("**ACSR**") and shall designate the Chapter President or another officer of the Chapter to serve as the Chapter's liaison to ACSR. The institution of the Chapter's liaison to ACSR is not required to be a member of AACTE, but non-members are not eligible for AACTE member discounted pricing, including for events at which ACSR may meet, and may not have access to other AACTE member services and

benefits. AACTE may grant access to member services and benefits if it deems them necessary for participation in ACSR.

5. **Intellectual Property; Limited License.**

- a. **Intellectual Property, Defined.** In accordance with AACTE's non-exclusive grant to Chapter to be a chapter of AACTE in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use: (i) the name "American Association of Colleges for Teacher Education," acronym "AACTE," logo of AACTE, and other AACTE trademarks, service marks, trade names, and logos ("**Marks**"); (ii) all copyrighted or proprietary information and materials provided by AACTE to Chapter during the Term ("**Proprietary Information**" and, the Marks and Proprietary Information may be referred to collectively as the "**Intellectual Property**") in or in connection with Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by AACTE.
- b. **Intellectual Property Belongs to AACTE.** The Intellectual Property is and shall remain at all times the sole and exclusive property of AACTE. The Intellectual Property may be used by Chapter only if such use is made pursuant to the terms and conditions of the limited license granted hereunder. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the suspension or revocation of this license, in whole or in part, by AACTE. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by AACTE. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by AACTE.
- c. **No Modification of Marks.** AACTE's logo may not be revised or altered in any way, and must be displayed in the same form as produced by AACTE. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of AACTE.
- d. **Use of Intellectual Property.** The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes consistent with the terms of this Agreement. Chapter shall not permit any third party to use the Intellectual Property without AACTE's express prior written approval. Chapter shall not sell or trade any Proprietary Information without AACTE's express prior written approval. Notwithstanding the foregoing, the Intellectual Property, or any component of it, may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of AACTE, discredits AACTE or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between AACTE and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from AACTE. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that AACTE may prescribe.

- e. AACTE Approval and Review. AACTE shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. AACTE reserves the right to prohibit use of any of the Intellectual Property if it determines that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license, without prejudice to any other rights available to AACTE.
 - f. No Rights Created. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender, or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.
6. **Confidential Information**. The parties shall maintain the confidentiality of all confidential and proprietary information and data ("**Confidential Information**") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.
7. **Relationship of Parties**. AACTE and Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership, joint venture, or agency relationship of any kind is created between the parties by virtue of this Agreement. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation, or expense on behalf of the other.
8. **Revocation or Surrender of Charter**.
- a. Revocation of Charter. In the event of a material breach of this Agreement by Chapter, AACTE shall provide Chapter written notice of the breach and provide Chapter an opportunity to cure the breach; provided, however, that if Chapter fails to cure the breach to the satisfaction of AACTE within 30 (thirty) days of receipt of such notice, AACTE may terminate this Agreement effective immediately.
 - b. Surrender of Charter. Chapter may surrender its charter by delivering to AACTE written notice of its intention to do so no less than 30 (thirty) days prior to the effective date of such surrender.
9. **Miscellaneous**.
- a. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces

all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties. All provisions contained in this Agreement shall extend to and be binding on the parties hereto and their respective successors and assigns.

- b. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, including maintaining all permits, licenses, and other governmental approvals required to perform each party's obligations hereunder, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- c. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- d. Governing Law. This Agreement shall be governed by the laws of the District of Columbia, without regard to its conflict of laws rules. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the District of Columbia.
- e. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party.
- f. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- g. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- h. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, without limitation, when due to, strikes, riots, wars, fire, public health crises, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- i. Notices. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served by electronic mail or by United States Mail, certified, with return receipt requested as follows:

If to AACTE:

1602 L Street NW, Suite 601
Washington, DC 20036
Attention: *Jacqueline King*
Email: jking@aacte.org

If to Chapter:

1314 Kermit Drive
Statesboro, GA 30458
Attention: Cindi Chance, Executive
Director
Email: lhchance@georgiasouthern.edu

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

**American Association of Colleges for
Teacher Education (AACTE)**

Lynn M. Gangone



President & CEO
October 5, 2021

**Georgia Association of Colleges for
Teacher Education (Chapter)**

Joseph Peters
Signature



2021-2022 President
November 17, 2021