

**ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
CHAPTER AFFILIATION AGREEMENT**

AGREEMENT made this day of _____, 2014, (“Effective Date”) between the Association of Certified Fraud Examiners, Inc. (hereinafter referred to as “ACFE”), a corporation organized under the laws of the state of Texas, United States of America, having its principal offices at 716 West Avenue, Austin, Texas 78701, and the _____ Chapter of the Association of Certified Fraud Examiners, whose principal office is located in _____ (hereinafter referred to as “Chapter”).

WITNESS:

WHEREAS, ACFE is a corporation organized under the laws of the State of Texas for the purpose of providing training and education in the field of fraud examination and to manage the affairs of the Association of Certified Fraud Examiners (A Non-Profit Corporation) (hereinafter referred to as “the Association”); and,

WHEREAS, Chapter desires to pursue and advance the principles and purposes of the Association through its activities in _____; and,

WHEREAS, both ACFE and Chapter believe that assistance, coordination, and cooperation in matters of mutual interest will enhance the achievement of their common purposes;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the provisions hereinafter set forth, the parties agree as follows:

1. **Terms of Affiliation.** ACFE hereby grants to Chapter and Chapter accepts the right to be affiliated with ACFE and the Association in the following geographical area: _____ (hereinafter referred to as the “Territory”), and to be known as the _____ Chapter of the Association of Certified Fraud Examiners. The designated Territory may be modified at any time by ACFE with sixty (60) days written notice to Chapter. Chapter shall comply and conform to the Association Bylaws, the ACFE Chapter Handbook and other rules, policies and procedures of the Association and ACFE, and shall uphold the standards of the Association. To the extent any provisions in this Agreement conflict with the Association Bylaws, the ACFE Chapter Handbook, or any rule, policy or procedure of the Association or ACFE, the terms of this Agreement shall control.
2. **Use and Protection of Trademarks and Intellectual Property.**
 - a. **Ownership.** ACFE retains all rights and interests in its legal name, the Seal of the Association of Certified Fraud Examiners, the name “Association of Certified Fraud Examiners”, the acronym “ACFE”, the logo incorporating the stylized acronym ACFE, the designation “Certified Fraud Examiner”, the designation “CFE” as it refers to a Certified Fraud Examiner, and all other trademarks, service marks, and trade names (hereinafter collectively referred to as “Trademarks”) as well as all rights and interests in and to its videos, websites, domain names, urls, printed materials, and other copyrights

and copyrightable materials in any and all media utilized by ACFE in the course of its business (collectively along with Trademarks referred to as its “Intellectual Property”), whether or not registered with any state or federal governmental agency or body.

- b. License. Subject to the terms and conditions of this Agreement, ACFE hereby grants to Chapter and Chapter hereby accepts, without the right to sublicense, the nonexclusive, revocable, nontransferable right, license, and privilege to use the Trademarks for the purpose of indicating the affiliation of the parties (that is, that Chapter is a chapter of ACFE), providing member services to members of the Chapter, and in furtherance of the common purposes of the parties and the purposes of the Chapter as set forth in the ACFE Chapter Handbook and other rules and regulations established by ACFE or the Association for the operation of local chapters.
- c. Limitations to Chapter’s Rights. All rights in and to the use of Trademarks not specifically granted by this Agreement are withheld and reserved by ACFE in their entirety. No rights to the use of any Intellectual Property other than Trademarks are granted by this Agreement. Any use by Chapter of any ACFE video, website, domain name, url, printed material, or other Intellectual Property (other than the Trademarks specifically licensed by this Agreement) must be agreed to in writing by ACFE by a separate written document. Without limiting the foregoing, Chapter shall have no right or authority to license or otherwise permit the use by third parties of any Trademarks or any other Intellectual Property owned by ACFE. Any attempt to sublicense any of the rights granted hereunder without the prior written permission of ACFE shall render this Agreement null and void. Chapter shall not make use of any Trademark or portion thereof, or any term, phrase or design which is likely to be confusingly similar to, or a colorable imitation of a Trademark in any manner whatsoever, including but not limited to, any use as part of a company name or trade name, as a service mark, in its advertising or on its stationary, business cards, or the like, except as permitted by this Agreement.
- d. Further Duties of Chapter. (i) Chapter shall use the Trademarks in an ethical and legal manner and in accordance with the terms of this Agreement and the guidelines for trademark usage established by ACFE; (ii) Chapter shall not harm, misuse or bring into disrepute the Trademarks; (iii) Chapter shall not enter into any agreements with respect to the use of the Trademarks without ACFE’s consent; (iv) Chapter shall not use or permit the use by third parties of its name or the Trademarks 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 ACFE.
- e. Nonexclusivity. Nothing in this Agreement shall be construed to prevent ACFE from granting any other license for the use of the Trademarks or from utilizing the trademarks in any manner whatsoever.
- f. No Registration by Chapter. Chapter shall not attempt to register, in any country or jurisdiction, any Trademark or portion thereof alone or as part of its own trademark, nor shall Chapter attempt to register any other ACFE Intellectual Property, nor shall Chapter use or attempt to register any marks which are likely to be confusingly similar to or constitute a colorable imitation of a Trademark. Notwithstanding anything expressed in this Agreement to the contrary, Chapter shall not acquire, be deemed to have acquired

and shall not claim any rights to ACFE Intellectual Property other than the rights granted by ACFE under this Agreement.

- g. Effect of Cancellation or Termination. In the event this Agreement is expired, cancelled, or terminated for whatever reasons, Chapter shall have no rights with respect to or authority to use ACFE's Intellectual Property and shall immediately cease use of all ACFE Intellectual Property. If Chapter's name (including its legal name, registered name, assumed name, or any other name under which it does business) includes in whole or in part any Trademark or any mark which is likely to be confusingly similar to or constitute a colorable imitation of a Trademark, then Chapter shall promptly and with no undue delay either wind up business and cease operations under such name or change its name to one that includes no Trademark or any mark which is likely to be confusingly similar or constitute a colorable imitation of a Trademark. Chapter shall immediately remove any website affiliating it with ACFE and relinquish any domain names owned by Chapter bearing any reference to ACFE.
 - h. Review of Trademark Usage. Chapter shall provide ACFE with samples of all or, at ACFE's request, a representative sampling of proposed or actual products, packaging, advertising copy, brochures, catalogs, seminar and conference materials, marketing and promotional materials, and all other written materials used in connection with the services or products bearing the Trademarks or containing the Intellectual Property (individually or collectively, the "Material") for ACFE's approval of (1) the manner in which the Trademarks are used and (2) the quality, style and appearance of the Material. If the Material is printed in a language other than English, Chapter shall, at ACFE's request and at Chapter's expense, provide an English translation of such Material. If ACFE fails to object in writing within thirty (30) days after receipt of the Material, it shall be deemed to have consented to Chapter's use of the Material. Such approval by ACFE shall not constitute waiver of ACFE's rights or Chapter's duties under any provision of this Agreement. In precedence over any interest of Chapter, ACFE shall take such actions as it deems necessary to protect its Intellectual Property, reputation, goodwill and ability to serve its members.
 - i. Protection of ACFE's rights. Chapter agrees to assist ACFE to the extent necessary in the procurement of any protection or to protect any of ACFE's rights to the Trademarks, and ACFE, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of Chapter or join Chapter as a party thereto. Chapter shall promptly notify ACFE in writing of any infringement or imitation by others of the Trademarks on products the same as or similar to those covered by this Agreement which may come to Chapter's attention, and ACFE shall have the sole right to determine whether or not any action shall be taken on account of any such infringement or imitation.
3. **Confidentiality and Nondisclosure of Member Information.** Chapter acknowledges that during the course of this Agreement, it may have access to certain personal identifying or contact information of members of the Association such as names, addresses, phone numbers, email addresses, employment information, etc. (hereinafter "Confidential Member Information"). All such information compiled or developed by ACFE, including without limitation member databases and membership lists, is the exclusive, proprietary, confidential information of ACFE. Except as reasonably necessary to conduct its operations, Chapter shall

not disclose Confidential Member Information to third parties, and in no event shall Chapter sell, license, sublicense, share, transfer or otherwise disclose such Confidential Member Information for any purpose (including, without limitation, as part of a marketing promotion or a member benefits promotion) without the prior written consent of ACFE. Chapter will use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Member Information of ACFE members. Disclosure of Confidential Member Information shall be permitted to the extent demanded by subpoena or other validly issued administrative or judicial process, provided that Chapter shall promptly notify ACFE and tender to it, if ACFE so elects, the defense of such demand. If requested by ACFE, Chapter shall cooperate in the defense of the demand. Furthermore, it is the policy of ACFE to safeguard the personal information of its members, and Chapter agrees to support this policy by safeguarding and keeping confidential the personal identifying or contact information of its members whether provided by ACFE or acquired or developed independently by Chapter.

4. **Governing documents.** Chapter agrees to be legally organized consistent with laws of the state/province and country in which it is domiciled, and to adopt the ACFE Uniform Chapter Bylaws. To the extent that any provisions in the Uniform Chapter Bylaws conflict with the laws of the jurisdiction in which Chapter is domiciled, then chapter may adopt alternate provisions to avoid any such conflict, provided that Chapter's proposed bylaws must be approved by ACFE in writing before being adopted by Chapter. All proposed changes to Chapter's articles of incorporation/organization or bylaws shall be submitted to ACFE for its written approval at least thirty days prior to the proposed date of adoption.
5. **Annual Report.** Chapter agrees to file an annual report with ACFE on or before the date specified by ACFE, which report shall include a list of Chapter directors and officers, a chapter participation report as required by the Uniform Chapter Bylaws, a Chapter financial report including a balance sheet, income statement and cash flow statement, and such other information as ACFE shall reasonably require.
6. **Compliance with Laws.** Chapter hereby warrants that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. Without limiting the foregoing, Chapter specifically warrants that it will comply with the United States Foreign Corrupt Practices Act (which makes it unlawful to bribe foreign government officials in order to obtain or retain business), generally codified in 15 USC 78 ("FCPA") as the FCPA may hereafter be amended, and/or its successor statutes. Further, Chapter warrants that it has obtained and will continue to maintain at its own expense, all permits, licenses and other governmental approvals that may be required by the laws of its jurisdiction in connection with its performance of this Agreement. At the request of ACFE, Chapter shall furnish evidence satisfactory to ACFE that such requirements have been met.
7. **No Agency.** It is mutually understood and agreed that ACFE and Chapter, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other. Unless otherwise specifically agreed in writing, nothing herein, nor any act of either party, shall be construed to render one party the partner, employee, joint venturer, or agent of the other for any purpose, and neither party shall be held liable for the acts, omissions, statements, or representations of the other.

8. **Liability Insurance.** Chapter agrees to meet, maintain, and adhere to those requirements necessary for inclusion of Chapter's Directors and Officers in the Directors and Officers liability coverage program provided by ACFE, and to report any claims or potential claims to the General Counsel of ACFE as soon as practicable.
9. **Indemnity.** ACFE indemnifies Chapter and undertakes to hold it harmless against any claims, demands, suits, proceedings, prosecutions, and other legal actions and causes of action of any kind (and any resulting loss, liability, cost, expense, damage, assessment, settlement, judgment, interest, or penalty, including attorneys' fees and costs) asserted or instituted against the Chapter by any third party(ies) and arising out of the use by Chapter of the Trademarks as authorized in this Agreement. ACFE's obligation to indemnify and hold Chapter harmless is conditioned on Chapter giving prompt notice to ACFE of any claim, demand, suit, proceeding, prosecution or other legal action (collectively referred to as "Claim"). ACFE shall have the option to undertake and conduct the defense of any Claim and no settlement of any Claim shall be made without the prior written consent of ACFE. Chapter indemnifies ACFE and undertakes to hold it harmless against any claims, demands, suits, proceedings, prosecutions, and other legal actions and causes of action of any kind (and any resulting loss, liability, cost, expense, damage, assessment, settlement, judgment, interest, or penalty, including attorneys' fees and costs) asserted or instituted against ACFE or the Association by any third party(ies) and arising out of Chapter's unauthorized or unapproved use of any ACFE Intellectual Property or Chapter's performance under this Agreement.
10. **Termination.** This Agreement shall commence on the Effective Date and shall continue until terminated by the first to occur of any of the following events:
 - a. Termination by Agreement. In the event Chapter and ACFE shall mutually agree in writing, this Agreement may be terminated on the date specified in such written agreement.
 - b. Dissolution of Chapter. In the event Chapter is dissolved, either voluntarily or involuntarily, the Agreement shall terminate on the date of such dissolution.
 - c. Bankruptcy. In the event that either party becomes insolvent, or if any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or arrangement or other relief from creditors shall be filed by or against either party, or if any assignment, trust, mortgage, or other transfer shall be made of all or a substantial part of the property of either party, or if either party shall make or offer a composition in its debts with its creditors, or if a receiver, trustee, or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of either party, then the other party may by written notice immediately terminate this Agreement.
 - d. Material Breach. In the event of a material failure of either party to perform in accordance with the terms and conditions of this Agreement, provided that such failure has not been corrected within thirty (30) days written notice thereof.
 - e. Optional Termination by ACFE. In the event ACFE shall, with or without cause, give written notice of termination no less than sixty (60) in advance of the expected termination date, this Agreement shall terminate on the date specified in such notice.
11. **Effects of Termination.** Upon expiration or termination of this Agreement for any reason, Chapter shall immediately return to ACFE all Confidential Member Information, membership and other lists, and all printed and electronic material bearing any reference to ACFE, including all Intellectual Property (for purposes of this paragraph collectively referred to as

“ACFE Material”). Chapter agrees to make no use of ACFE Material after the delivery of the notice of termination from ACFE and before return of the ACFE Material to ACFE. If this Agreement is terminated by Chapter, Chapter shall return all ACFE Material with its notice to ACFE. Also upon termination of this Agreement for any reason, the parties will fully cooperate with each other in all matters relating to the discontinuance of Chapter’s activities.

12. **Assignment.** Neither this Agreement nor any of the Chapter’s obligations may be assigned without ACFE’s prior written consent. This Agreement will inure to the benefit of the affiliates, subsidiaries, assigns and successors of ACFE.
13. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.
14. **Amendment.** No amendment, modification or supplement to this Agreement shall be effective unless it is in writing and signed by an authorized representative of each party.
15. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EXCEPT FOR INJUNCTIVE RELIEF SOUGHT BY EITHER ACFE OR CHAPTER, ALL DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE ARBITRATED IN TRAVIS COUNTY, TEXAS IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. The award of any such arbitral tribunal shall be final except as otherwise applicable. Judgment upon such award may be entered by the prevailing party in any state or federal court sitting in Texas.
16. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
17. **Divisions and Headings.** The division of this Agreement into articles, sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.
18. **Entire Agreement.** This Agreement represents the entire Agreement between the parties concerning the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements or negotiations between the Parties.
19. **Authority to Sign.** The individuals whose signatures appear below represent and warrant that they have authority to enter into this Agreement on behalf of their respective organizations and hereby agree to the terms set forth in this Agreement.
20. **Counterparts.** The parties may execute this Agreement and all amendments thereto in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute one agreement. Delivery of an executed counterpart signature page by facsimile or email is an accepted means of execution.

**_____ Chapter of the Association of
Certified Fraud Examiners**

**Association of Certified Fraud
Examiners**

By: _____

By: _____

James D. Ratley
President

Name: _____

Title: _____