

AMERICAN COLLEGE OF RADIOLOGY
AFFILIATION AGREEMENT

American College of Radiology (“ACR”) is a non-profit corporation and the premier professional medical society for diagnostic radiologists, radiation oncologists, interventional radiologists, nuclear medicine physicians and medical physicists. ACR’s purpose is to serve patients and society by empowering radiology professionals to advance the practice, science and professions of radiological care. State radiological and other such societies are independent corporations normally registered in their home states. Each such corporation selects its own name and must seek authorization from ACR to be considered an ACR chapter. ACR and its chapters collaborate to form a mutually dependent and mutually beneficial force aligned with achievement of the collective purpose of the ACR and its chapters. This Agreement defines the rights, duties and benefits of ACR and its chapters and their respective roles in that collaboration. In consideration of their shared aspirations and the mutual promises that follow, ACR and _____ (“Chapter”) bind themselves to each other as follows:

1. **GRANT OF CHARTER AND LICENSE**

- 1.1. **Charter.** ACR hereby grants to the chapter, and the chapter accepts, a charter to be and continue as a chapter of ACR. ACR hereby grants the Chapter a license to use the name American College of Radiology or the acronym ACR as a part of its own name as identified in the signature block of this Agreement, subject to the following terms and conditions, during the terms of this Agreement.
- 1.2. **Territory.** The chapter is authorized to operate in the _____ [define specific geographic boundaries] as the only ACR chapter in this territory.
- 1.3. **Authorized Activities.** The Chapter is authorized to conduct the following activities: mission delivery, advocacy, education, membership, public outreach and communications, and others as may be defined/added to the Chapter Resources webpage.

2. **SUPPORT OF COMMON PURPOSES.** The parties shall assist each other with respect to matters of common interest which foster the purpose or promote common interest.

3. **OBLIGATIONS OF ACR.** ACR commits to assisting the chapter in meeting the needs of members and in complying with terms of chapter policies.

4. **OBLIGATIONS OF CHAPTER.** The chapter agrees to comply with the terms of the chapter policies adopted by ACR, as they may be adopted and amended from time to time.

5. **ACR NAME AND LOGO.** ACR grants a non-exclusive license for the chapter to use the ACR logo and name in customary activities related to its mission and the purpose, provided the chapter follows the branding policies which may be adopted and amended from time to time. If ACR objects to the use of the logo or its name on a particular piece, then the logo and/or name must be removed unless the chapter changes the materials to meet with the ACR’s written approval. Ownership of the intellectual property rights in the logo and name shall not transfer to the chapter and shall remain exclusively the property of ACR.

6. SEPARATE ENTITIES. ACR and the chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The chapter is not liable or responsible for the debts or obligations of ACR and ACR is not liable or responsible for the debts or obligations of the chapter.
7. TERMINATION OF CHARTER. The charter granted to the chapter may be terminated by either party on 60 days' advance written notice. From and after the date of termination, the chapter shall cease to identify itself as a chapter of ACR and utilize printed material bearing any mark of ACR only with ACR's specific written permission for post-termination use.
8. MISCELLANEOUS.
 - 8.1. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and venue for any disputes shall be Reston, VA.
 - 8.2. Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns.
 - 8.3. Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or United States mail or e-mail addressed or directed to ACR at 1891 Preston White Dr., Reston, VA 20191 or the chapter at the address shown with the signature of the Chapter President. Either party may change the address for notice by 10 days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

AMERICAN COLLEGE OF RADIOLOGY

William T. Thorwarth Jr., MD, FACR
CEO, American College of Radiology

Date

[CHAPTER NAME]

By: _____

Date: _____

Chapter Position: _____