AFFILIATE AGREEMENT

NAME OF SECTION/DIVISION [Group Name]

This Affiliate Agreement is made between the Society of plastics Engineers, Inc. (the “Society”) and the nonprofit corporation identified above (the “Affiliate”).

1. GRANT OF CHARTER

1.1 Charter. Society hereby grants a charter to Affiliate to be an affiliate of the Society and Affiliate shall be authorized to use the name of the Society in the name of the Affiliate, as set forth above during the term of this Agreement, subject to the following terms and conditions.

1.2 Area. Affiliate shall have the non-exclusive right to represent itself as an affiliate of the Society service the following area: \_\_\_\_\_ (as attached).

2. OBLIGATIONS OF THE AFFILIATE

Affiliate’s obligation under this agreement shall, without limitation, include the following:

2.1 Compliance with Standards. The Affiliate agrees to comply with the Society Standards, as in effect from time to time.

2.2 Compliance with Policies and Procedures. The Affiliate agrees to comply with the Society Procedures Manual and Operational Guidelines applicable to Sections and Divisions, as in effect from time to time.

2.3 Compliance With Laws. Affiliate will comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Furthermore, Affiliate will make all required filings, such as annual corporate returns and tax filings as may affect its corporate or tax status.

3. USE OF TRADEMARK

3.1 Limited License. Affiliate shall not use the name, logos, trademarks, service marks, or trade names of the Society without Society’s prior written consent except as permitted under this Agreement.

4. SEPARATE ENTITIES

4.1 Separate Entities. Society and Affiliate expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf to he other. Neither party shall be liable for the debts and obligations of the other party.

5. REVOCATION OF CHARTER

5.1 Revocation of Charter. The charter granted to Affiliate shall remain in full force and effect, unless revoked by Society or surrendered by Affiliate in accordance with the following provisions. The Society, through its governing body, Council, shall have authority to revoke Affiliate’s charter if it is determined that the conduct of Affiliate is in violation of this Agreement or the Bylaws of the Affiliate of the Society, or if the actions of the Affiliate have damaged, or have the potential to damage, the goodwill or name of the Society. Any decision by the Society’s Council to revoke Affiliate’s charter shall be initiated by the sending of written notice to Affiliate specifying the ground upon which such revocation would be based. Such decision will be final unless Affiliate files with the Society’s headquarters a notice to appeal such determination within 10 days of the date the written notice was sent. Upon the filing of such notice, Affiliate shall have the opportunity to present its case, by written communication or in person, to the Council of Society upon such rules or procedures as Council may from time to time prescribe. The decision of Council shall be final and appeal may not be taken to any other forum.

5.2 Society’s Rights After Revocation. After any such revocation of Affiliate’s charter, Affiliate shall immediately dissolve, turn over its remaining assets to the Society and cease all use of the name Society or Plastics Engineers, acronym SPE, and use of the Society’s logo.

6. MISCELLANEOUS

* 1. Amendment. This Agreement may be amended only by a writing executed by both partied.
  2. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State Connecticut.

SECTION/DIVISION SOCIETY

By: By:

Name: Name:

Title: Title:

Date: Date:

[Group Name]

Section Boundaries: [Insert Boundaries]

CONSENT TO BE INCLUDED

IN

GROUP EXEMPTION LETTER

The undersigned is an affiliate of the Society of Plastics Engineers, Inc. (“SPE”). SPE is authorized to include the Affiliate in the group exemption letter issued to SPE by the Internal Revenue Service. The Affiliate will provide SPE with all information necessary to establish and maintain the group exemption.

Name of the Section/Division: [Group Name]

By:

(signature of authorized officer)

Date: