Form #1003
Updated: 1/2022

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License Agreement

Please complete the information requested in this License Agreement and return to AMC Institute. A copy executed by AMC Institute will be returned to you for your records.

Date	
Association Management Company	
Address	
City	
State/Province	
Country	
Postal Code	
Contact Person	
Phone	
Email	
List other office locations (Attach sheet if necessary)	

The undersigned Association Management Company (AMC) hereby applies to the AMC Institute (Association) for a license to display the Accreditation Mark of the Association in conformance with the terms of the License Agreement. In support of this application, the AMC is submitting material that it asserts will comply with the procedures described in the applicable AMC Institute Accreditation Program Handbook (Handbook) which is incorporated in full by reference as a part of this Application and Agreement.

The Association's obligations and agreements, as set forth herein, are expressly conditioned precedent upon the AMC's continued compliance with the terms and conditions set forth in this Agreement and the Handbook.

1. General

1.1 Definitions: When used in this Agreement, the following terms shall have the following meaning:

A. Accreditation Mark: The logo owned by AMC Institute and licensed to AMCs upon completion of the AMC Institute Accreditation process.

B. Association Management Company (AMC): A for-profit professional service company that manages two or more associations, societies, foundations or other types of organizations.

C. Reviewer: Accounting Firm that meets the requirements specified in the AMC Institute's Reviewer's Criteria document and who is approved by AMC Institute.

D. Certification: Certification by the AMC that the submitted procedures conform to the requirements of the American National Standards Institute, Inc. (ANSI) Standard(s) as set forth in the Accreditation Program Handbook.

E. Certified: Certification by the Reviewer that the AMC has been reviewed and is in conformance with the requirements of the Accreditation Program Handbook.

F. Committee: The Accreditation Review Board or its successor.

G. Effective Date: The date on and after which an accredited AMC or new applicant shall conform to a new or revised Standard.

H. Procedures: Required functions performed by an AMC as set forth in the AMC Institute Accreditation Program Handbook.

1.2 This Agreement shall be governed by the laws of the State of Illinois.

1.3 Any notice required hereunder shall be deemed to be delivered if accurately addressed and deposited in Email, United States mail, first class postage prepaid or, if an offshore AMC, in the mail service of its country.

1.4 Invoices issued by the Association shall be paid within 60 days. Any account not resolved within 90 days after the date of invoice shall be cause for revocation of this License Agreement. Reinstatement of this Agreement is obtained upon the payment of all outstanding charges plus a $500 reinstatement fee. If

reinstatement is not obtained, the Association may after 90 days, inform the AMC of the revocation.

1.5 Reviewing to confirm accreditation shall be conducted under requirements set forth in the Handbook in effect at the time of the Review.

1.6 The accredited AMC is encouraged to use the Accreditation Mark.

1.7 Detailed results of the Review shall not be divulged to any person or persons except (a) by the AMC or (b) in response to a subpoena or other valid legal process. The Association has no duty or obligation to resist responding to a validly issued subpoena or other legal requirement. The Association, however, shall immediately notify any AMC of any subpoena directed towards the AMC. If the AMC elects to divulge a Review report, it shall only be the complete report together with any Reviewer disclaimer that is included. The Association shall agree in writing to hold in strict confidence any and all confidential information provided by AMC or relating to AMC's procedures.

1.8 If accreditation procedures are altered or changed by the accredited AMC to the extent that it is reasonable to assume that its accreditation would be affected, in order to retain accreditation such altered or changed procedures shall be approved by the Reviewer either by analysis or Review.

1.9 The accredited AMC is permitted to be any AMC whether or not a member of the Association.

2. Accreditation Mark License

2.1 Solely to identify procedures that are certified according to the terms of this Accreditation Application and Agreement, the Accredited AMC is hereby granted a non-exclusive license to affix the Association's Accreditation Mark, a copy of which is annexed hereto as Exhibit B to advertisements, literature, or other information relating to the accreditation procedures. The Association's Accreditation Mark may be displayed only as it appears in Exhibit B.

2.2 The non-exclusive license granted in 2.1 is expressly conditioned, however, upon full and continued compliance with all the terms

and conditions set forth in this License Agreement, including the following:

A. The accredited AMC remains in compliance with the Handbook and procedures set forth in this Application and Agreement, and is limited to the use of the Accreditation Mark during the period of accreditation.

B. The accredited AMC shall always accompany the Association's Accreditation Mark with the symbol **SM** until such time as Accredited AMC receives a written notification from the Association that the Accreditation Mark has been registered by the United States Patent and Trademark Office. Upon receipt of such notification, the AMC shall thereafter accompany the Accreditation Mark with the symbol ® and, space permitting, the phrase, "Registered Accreditation Mark of AMC Institute".

2.3 By accepting this non-exclusive license, the accredited AMC hereby acknowledges that the Association exclusively and validly owns the AMC Institute Accreditation Mark, in all its right, title, and interest. The accredited AMC expressly waives any rights it might have or ever had to contest such ownership and agrees not to do or cause any act contesting or in any way impairing or tending to impair the Association's ownership, right, title, and interest.

2.4 The scope of this non-exclusive license is worldwide.

2.5 The Association expressly reserves its rights to grant similar licenses to other entities complying with procedures covered by the Standard whether or not such other procedures compete with the accredited AMCs procedures.

2.6 Upon request of Association Counsel, the accredited AMC hereby agrees to provide a representative sample of any electronic or printed advertisement, literature, or label prepared by the accredited AMC using the Accreditation Mark. Upon request of Association Counsel, the accredited AMC further agrees to provide any modification thereof, if reasonable, requested within a 30 day time period. The accredited AMC agrees not to alter or modify the Accreditation Mark.

2.7 The license herein granted to the accredited AMC is non-assignable or otherwise divisible or transferable without the Association's prior

written consent. Such consent is permitted to be withheld at the sole and absolute discretion of the Association. Any such assignment or transfer without such consent shall be null and void and of no effect.

In issuing this License, the Association assumes no liability for the acts or omissions of the accredited AMC, its directors, officers, owners, partners, employees, or agents. Except for claims of trademark infringement related to the Accreditation Mark, the accredited AMC shall indemnify and hold harmless the Association, its officers, directors, members, and agents in connection with any claim or cause of action against any of the same brought by a third party based on any act or omission of the AMC, its directors, officers, owners, partners, employees or agents, including judgments, settlements, costs, and attorneys' fees associated with such claims or causes of action.

2.9 The accredited AMC shall maintain a policy of errors and omissions insurance with a reputable and solvent insurance company licensed to issue policies of insurance insuring against injury to persons or property arising from the use of the Handbook in the minimum amount of $1,000,000.

If an Accredited AMC is self-insured for errors and omissions, the Reviewer or engaged reviewer must determine that the self-insured policy/program is in compliance with this standard at a minimum of $1,000,000. Failure to maintain this self-insurance shall be deemed an automatic termination of this Application and Agreement in its entirety, including the license herein. The licensed AMC has 30 days to rectify this failure and will be automatically reinstated with proof of Insurance.

2.10 The Association shall annually publish a listing and monthly website updates of the AMCs that have been accredited, are in good standing, and who are permitted to use the Accreditation Mark.

2.11 A **license fee**, which is separate and apart from any other fee or payment set forth in this Application and Agreement, shall be calculated and paid in conformance with the schedule annexed hereto as **Exhibit C**, which is expressly incorporated by reference herein and made a part hereof . Any failure to make a license payment within 60 days shall result in the immediate and automatic revocation of the license herein granted. Reinstatement is effected in accordance with Section 1.4 herein.

2.12 Any Review report issued by the Reviewer shall not be used or in any way offered as evidence of Accreditation by the AMC except as to procedures while such Review report was in effect. The issuance or effective period of the Review report shall be contingent upon compliance in all respects by the AMC with the provisions of this Application and the Handbook.

2.13 Upon termination of this License Agreement for any reason, the accredited AMC shall not thereafter use the Association's Accreditation Mark. A representative of the Association, for a reasonable length of time after termination of Accreditation, shall have access to pertinent accredited AMC facilities to verify that the markings are not being used. The Association representative shall agree in writing to hold in strict confidence any and all confidential information provided by the AMC or relating to the accredited AMC's products.

2.14 The accredited AMC, its directors, officers, owners, partners, employees and agents shall at all times perform their professional obligations in compliance with applicable federal, state, and local laws and regulations and shall not undertake any act or omission that may bring disrepute upon the Association or the association management profession.

3. Inspection and Continued Certification Testing

3.1 The accredited AMC shall furnish for inspection at either the AMC's place of business, other point of operation, or elsewhere as coordinated with the Reviewer, current procedures of the AMC. The AMC shall maintain with the Reviewer a current listing of all places of operation.

3.2 The AMC shall at all times cooperate with the Reviewer to facilitate inspections.

3.3 Renewal or continuation of Accreditation shall be based upon conformance by the AMC with the provisions of this Application and the Handbook.

4. Reaccreditation by the Reviewer

4.1 Upon establishment of the effective date for new or revised requirements applicable to any accreditation, the Association shall promptly issue the new Standard or written notification to accredited AMCs and the Reviewer. Evidence of conformity to the new or revised requirements shall be provided to the Reviewer by the accredited AMCs within 60 days to maintain an existing Accreditation granted prior to the effective date.

4.2 In the event a re-Review is required due to the nature or extent of new revisions to the requirements, the accredited AMCs shall request the Reviewer to re-Review the affected procedures.

5. Procedures Improperly Indicating Accreditation

5.1 If the Association becomes aware of any accredited AMC using any marking purporting to indicate that a procedure is certified, when in fact such procedure does not conform in all details with the requirements, the Association shall give notice of such fact to accredited AMC. The accredited AMC shall forthwith stop use of the accreditation mark. If the accredited AMC wishes to pursue an appeal Section 6 would apply.

5.2 If accredited AMC fails to cease and assist, the AMC Institute Board has the right to pursue legal action.

6. Appeal Procedures

6.1 The accredited AMC shall have the right to appeal the Association's actions provided such actions are not related to the Review. The Association within 30 days of the appeal by the accredited AMC shall conduct a non-binding hearing. If the hearing is not successful, the accredited AMC shall within 15 calendar days notify the Association in writing of its intention to seek arbitration.

The arbitration and the selection of the arbitrator shall proceed under the rules of the American Arbitration Association or its successor. Such arbitration shall take place in Chicago, Illinois. Both parties agree to be bound by the decision of the arbitrator, which shall be made in writing and which shall set forth a factual basis for any conclusions made therein. Any decision of the arbitration panel may be submitted to a court of proper jurisdiction for enforcement.

Any costs related the arbitration process shall be paid by the accredited AMC in full. If the ruling is in favor of the accredited AMC, the Association will reimburse 50% of the expenses related to the arbitration process.

6.2 The hearing shall be scheduled on a date that allows the accredited AMC sufficient time to prepare and which is at least 30 days after the accredited AMC indicates its intention to appeal. The accredited AMC may attend the arbitration hearing, be heard, and be represented by counsel. The accredited AMC may participate via phone.

7. Cancellation and Revocation of Application of Accreditation

7.1 In the event of a violation of any of the provisions of this Application by the accredited AMC and upon written notice specifying such violation mailed to the accredited AMC, the Association shall, in addition to any other remedy it has at equity or law, have the right to: (a) cancel this Application and Agreement and (b) revoke and discontinue any or all accreditations of certified procedures issued to the applicant, including the License granted in Section 2. herein. Termination of this Agreement shall also terminate accredited AMC's Accreditation provided, however, that Sections 1.7, 2.8, 2.9, 2.13, 6., 7., and 8. shall be preserved and continued in effect.

8. Liability Limitations

8.1 In further consideration of the Reviewer conducting reviews, the accredited AMC hereby releases the Association, its officers, directors, members, and agents from any and all claims or loss, damage, or injury, of any nature whatsoever, arising out of or connected with such reviews or denial of Certification as a result thereof, or the revocation or cancellation of same under the conditions herein set forth. This provision to be construed broadly.

8.2 In addition to the provisions of 8.1, if accredited AMC shall (a) wrongfully represent (by wrongful use marking indicating Accreditation or otherwise) that a procedure is certified, the accredited AMC shall indemnify and hold harmless Association from all liability and expense, including reasonable attorney's fees, imposed upon Association by reason of such misrepresentation by

the accredited AMC or by reason of damage or injury resulting directly or indirectly from said accreditation.

8.3 The Association further agrees that any trade secrets or other proprietary information of any nature whatsoever, relating to accreditation by the accredited AMC disclosed to the Association or its officers, employees, agents, or representatives, and identified in writing as confidential shall not be intentionally disclosed except in response to demand by way of subpoena or other valid legal process and that the Association shall be liable to the accredited AMC for any loss or damage incurred by the accredited AMC by reason of any intentional breach of such confidence. Association shall notify the accredited AMC immediately, or as soon as reasonably possible, of any proposed disclosures pursuant to a subpoena or similar process, and if requested by the accredited AMC, shall use its best efforts to furnish any documentation of such subpoena to the accredited AMC prior to such disclosures.

8.4 Neither the Association nor the accredited AMC shall be responsible or liable for delay or failure to perform the covenants to be performed on its part hereunder if such delay or failure is due to bombings, invasions, or other acts of war by either armed forces of the United States or any other nation or territory, insurrection, riot, strike, earthquake, fire, flood, or acts of God or actual inability to obtain materials, or personnel to perform services, or other conditions beyond the reasonable control of the applicant or the accredited AMC whether of the kind or nature specified herein or otherwise.

8.5 This Application shall become a contract between the accredited AMC and the Association upon its acceptance in the space below, by the Association; it being mutually agreed that this instrument and its appendices upon such acceptance, contains all, and the only agreements between the Association and the accredited AMC, and that no agent or representatives of either party has made any statements, representations, or arguments, verbal or written, modifying, contradicting, or adding to these terms and conditions.

9. Revisions and Terms

9.1 The Association reserves the right to make revisions to the Application and Agreement and to issue a new Application which will become a contract between the accredited AMC and the Association when accepted by both parties.

9.2 Unless terminated earlier pursuant to Section 7, this application shall be valid for one year from the date of acceptance by the Association and shall be automatically renewed for successive one year terms until terminated either by accredited AMC or the Association. Notice of intent to terminate the Agreement, including the License, shall be provided in writing at least 60 days before the end of the term and shall take affect at the termination of the term or as otherwise agreed by the parties.

For the year commencing

Date

Association Management Company

AMC Owner's Name (Print)

Signature of AMC Owner _____

AMC Institute Office Use Only:

The AMC Institute hereby accepts the above application and agrees to the terms hereof.

AMCI Director of Accreditation Name
(Print)

AMCI Director of Accreditation
(Signature)

Date

Association Management Company Institute (AMCI)

Exhibit B

Association Management Company Institute (AMCI)

Exhibit C

AMC Institute Accreditation Fee Schedule

Accreditation Fees as of January 1, 2014

	New Accreditation Fees		Review Fees
Member Type	Initial Accreditation Fee	Yearly Maintenance Fee	Independent Reviewer's Fee (paid directly to reviewer)
Member	$1400	$550	$500 - $3500 Estimated
Non-Member	$2800	$1100	$500 - $3500 Estimated

Please note that maintenance fees must be paid each year in order to maintain accreditation.

Reacreditation occurs every four years. The fee for reaccreditation is the same as the maintenance fees.