

CLUB AFFILIATION AGREEMENT

This Club Affiliation Agreement (this “**Agreement**”) is entered into this ____ day of _____, 20____, by and between **AISC STUDENT CLUBS, LLC**, an Illinois limited liability company (“**AISC Clubs**”), and _____ AISC Student Club (“**Club**”), an unincorporated organization.

Preamble

WHEREAS, the AISC Education Foundation, Inc. (“**AISC Foundation**”) is an Illinois not-for-profit corporation formed, inter alia, to further competence, creativity, and interest in the fabricated structural steel industry and engineering design profession, and has formed AISC Clubs as its subsidiary to advance its Mission (the “**Mission**”) to challenge students, through the AISC annual Student Steel Bridge Competition (the “**SSBC**”) and/or other activities, to extend their classroom knowledge, that grows their interpersonal and professional skills, encourages innovation, and fosters impactful relationships between students and industry professionals;

WHEREAS, AISC Clubs and Club support this Mission;

WHEREAS, AISC Foundation, pursuant to that certain Intellectual Property License Agreement dated as of November 27, 2018 between AISC Foundation and AISC Clubs, has licensed certain valuable intellectual property assets, the definition of which such term includes, without being limited to, copyrights, trade secrets, patents, trademarks, service marks, trade names, trade dress, designs, characters, and logos, (collectively “**Intellectual Property**”), whether or not registered with federal, state, or local governmental or administrative offices;

WHEREAS, AISC Clubs wishes to utilize the American Institute of Steel Construction’s and the AISC Foundation’s goodwill by sublicensing certain Intellectual Property to Club in a manner that will promote the Mission;

WHEREAS, Club wishes to be associated with AISC Clubs and to use certain Intellectual Property to advance the Mission;

WHEREAS, the parties desire to collaborate to carry out the Mission and to protect the good name of the American Institute of Steel Construction and the AISC Foundation; and

WHEREAS, because of the need to protect the Intellectual Property and to promote and enhance the goodwill, image and reputation of the licensed trademarks, AISC Clubs is willing to grant Club such rights only in accordance with the terms and conditions contained in this Agreement and in the Intellectual Property License Agreement attached hereto as **Exhibit A**.

NOW THEREFORE, in consideration of the agreements herein, the parties agree as follows:

ARTICLE I

PURPOSE; RELATIONSHIP; INTELLECTUAL PROPERTY

Section 1. **Purpose.** The purpose of this Agreement is to define the relationship between AISC Clubs and Club and to set forth the basis on which AISC Clubs and Club shall develop their respective activities and obligations in furtherance of the Mission.

Section 2. **Operations.** Club may develop its AISC Club and operate such club only in accordance with this Agreement.

Section 3. **Use of Intellectual Property of AISC Clubs.** Club agrees that any use of the Intellectual Property shall be made in accordance with this Agreement and the Intellectual Property License Agreement as set forth on Exhibit A.

ARTICLE II

HANDBOOK; FUNDING; RECORDS

Section 4. **Handbook.** The parties agree that in order to advance the Mission, it is desirable to have all Clubs comply with the AISC Student Club Handbook posted at www.aisc.org, as may be amended from time to time (the “**Handbook**”). The Handbook protects the good name of the American Institution of Steel Construction and the AISC Foundation enable collaboration to carry out the Mission and promote clarity, parity and unity throughout the AISC Clubs community. Club will comply and cause its members to comply with the Handbook.

Section 5. **Discrepancies.** In the event of any discrepancies, inconsistencies or differences of interpretation between the Handbook, and this Agreement, this Agreement shall control.

Section 6. **Club funding.** Upon AISC Clubs receipt from Club of a registration form for a SSBC regional competition, AISC Clubs shall mail to Club a check for funds to be used for initial Club expenses. Club shall be responsible for all other necessary funding of its Club.

Section 7. **Fund-raising limitation.** AISC Clubs and Club shall not accept funding from any party that might reasonably reflect negatively on the organization.

Section 8. **No other activities.** Club shall conduct no activities involving the Intellectual Property during the term of this Agreement other than the SSBC and such other activities undertaken by Club as of the date of this Agreement. In the event Club seeks to commence other activities, it will seek the prior written approval of AISC Clubs which will not be unreasonably withheld.

Section 9. **Reports.** Upon reasonable request, Club will provide promptly to AISC Clubs such financial and operations reports as required by the Handbook. Without limiting the generality of the foregoing, the reports will include:

(a) Financial records created and maintained in the ordinary course of business; and

(b) Such other information as may be reasonably requested from time to time, including but not limited to information concerning fundraising and members and officers of Club.

Section 10. **Inspection of books and records.** Club acknowledges that AISC Clubs has the right to examine all books, documents, papers and records of Club. Club will take all reasonable steps to make copies of its books and records promptly available to AISC Clubs.

ARTICLE III

DURATION, COMPLIANCE AND TERMINATION

Section 1. **Term.** The initial term of this Agreement shall be one (1) year. If there is no default or notice of termination, then upon the expiration of the initial term and of each then-current term thereafter, the term of this Agreement will automatically renew for an additional term of one (1) year.

Section 2. **Periodic evaluations.** During the term of this Agreement, AISC Clubs may conduct an evaluation of Club's operations from time to time. Club will cooperate with all such evaluations.

Section 3. **Compliance.** The parties agree that the reputation of AISC and the entire AISC Clubs community requires full compliance with the spirit and letter of this Agreement. The parties further agree that it is the responsibility of AISC Clubs to take reasonable steps to ensure such compliance.

(a) In the event of a breach of this Agreement by Club, AISC Clubs may (but is not required to) exercise certain remedies, including, but not limited to, placing Club on probation in accordance with procedures adopted by AISC Clubs. In the event Club is placed on probation, AISC Clubs will work with Club to develop a plan to correct any breaches and end the probation. Club may be prohibited from receiving funds (including loans and grants), materials and services from AISC Clubs, and from participating in AISC Clubs programs, during probation. The parties agree to negotiate in good faith with respect to Club's non-compliance.

(b) In the event of ongoing non-compliance or material non-compliance with this Agreement, AISC Clubs may (but is not required to) take actions up to and including terminating the relationship with Club, in accordance with Articles III and IV of this Agreement. It is the intention of AISC Clubs to exercise its rights of termination sparingly.

Section 4. **Termination by AISC Clubs.** AISC Clubs may (but is not required to) terminate this Agreement in the event that AISC Clubs reasonably determines that:

(a) following probation in accordance with procedures adopted by AISC Clubs and upon thirty (30) days' written notice, Club fails to correct a breach within the reasonable time period prescribed by AISC Clubs or otherwise fails to comply with this Agreement;

(b) with or without probation, upon thirty (30) days' written notice if:

(1) Club acts in a manner that is detrimental to the Mission, purposes or goals of AISC Clubs; or

(2) Club fails to account for or utilize its funds in accordance with the financial reporting standards and policies adopted by AISC Clubs or applicable laws for charitable or nonprofit corporations, foundations, trusts or similar organizations; or

(c) immediately and without notice, if AISC Clubs determines, in its reasonable discretion, that the acts or omissions of the Club will result in irreparable harm to AISC, AISC Clubs, its reputation or any of its assets, including, but not limited to, the Intellectual Property.

Section 5. **Termination by Club.** Club may terminate this Agreement upon delivering thirty (30) days' written notice to AISC Clubs and upon execution by the parties of a transition agreement, which will provide for the appropriate transition of matters including, but not limited to: the Intellectual Property, signage, use of "AISC Clubs", tax-exempt status, any remaining donor and/or grant obligations, and any reasonable and necessary protection of AISC Clubs stakeholders, including but not limited to AISC Clubs donors (a "**Transition Agreement**").

ARTICLE IV

POST-TERMINATION OBLIGATIONS

Section 1. **Post-Termination.** Upon notice of termination of this Agreement by either party, the parties will cooperate to wind down the relationship. Such cooperation is required whether (a) AISC Clubs terminates the relationship in accordance with Section 4 of Article III, or (b) Club terminates the relationship in accordance with Section 5 of Article III and expects to dissolve its existence. Such cooperation will include provisions for donors and transfer or disposition of assets and will be set forth in a written agreement executed by the parties.

Section 2. **Dissolution.** Upon notice of termination of this Agreement by either party, Club will dissolve in accordance with applicable law and the Transition Agreement. If Club ceases operations but fails to dissolve its existence, AISC Clubs will have the right, at Club's expense, to take steps necessary and prudent to effect dissolution of Club, including causing Club to transfer to a nonprofit designated by AISC Clubs, the right, title and interest in remaining assets or obligations.

Section 3. **Termination of use of institutional name.** Upon the earlier of notice of termination or termination of this Agreement or upon commencement of dissolution, Club will immediately, unless otherwise agreed, cease all use of the Intellectual Property.

Section 4. **Return of materials.** Upon termination of this Agreement or commencement of dissolution, Club will, if requested by AISC Clubs, at Club's expense, promptly destroy or return to AISC Clubs all copies of AISC Clubs' materials, including but not limited to Intellectual Property, advertising and materials relating to the Club.

Section 5. **Wind down.** In the event of the termination of this Agreement or dissolution of Club, if Club fails to execute a Transition Agreement or otherwise fails to wind down Club's relationship with AISC Clubs, AISC Clubs may (but is not required to) cause Club to execute all documents or take other steps reasonably determined by AISC Clubs to be necessary or prudent to effect the wind down.

Section 6. **Enforcement.** AISC Clubs may take reasonable steps, including entry upon Club's premises with reasonable notice, to verify compliance with this Agreement. In the event this Agreement is terminated, the parties may enforce their respective rights by appropriate proceedings, including, in appropriate cases, seeking an order for specific performance or other equitable remedy. The parties acknowledge that there would be no adequate remedy at law for the other party's failure to comply with the material terms of this Agreement. The parties agree that the terminating party will be entitled to a temporary restraining order, temporary injunction, permanent injunction or other equitable relief as determined by a court with jurisdiction over this Agreement and the parties.

ARTICLE V

REPRESENTATIONS AND WARRANTIES BY AND COVENANTS OF CLUB

Section 1. **Governmental approvals; compliance with law.** Except as otherwise provided in Section [3] of Article V, the parties will obtain and maintain all governmental approvals at its expense. In addition, the parties will comply with all applicable laws, rules, regulations, orders, decrees, judgments and other governmental acts or other restrictions ("**Laws**"). The parties will take all actions that may be reasonably necessary to ensure that no beneficiary of the Club contravenes the Laws.

Section 2. **Insurance.** AISC Clubs will maintain commercial general liability insurance which covers its operations and the operations of the individual clubs in the amount of \$1,000,000 per occurrence/ \$2,000,000 general aggregate.

Section 3. **Tax obligations.** The parties will at all times comply with the Laws regarding tax obligations and matters (collectively, the "**Tax Laws**").

(a) Club may request in writing to be included in the AISC Clubs group exemption under Section 501(c)(3) of the Internal Revenue Code ("**Code**"). In such event, AISC Clubs will use reasonable efforts to so include Club. In furtherance of such written request, Club represents and warrants that:

(1) it is affiliated with AISC Clubs and is subject to its general supervision and control;

(2) it is eligible to qualify for exemption under Section 501(c)(3) of the Code and is not a private foundation, as defined in Section 509(a) of the Code;

(3) the matters set forth and described in this Agreement are an accurate depiction of its activities and all reports provided hereunder are and will be accurate and complete descriptions of its activities, receipts and expenditures; and

(4) if requested by Club in writing, the execution of this Agreement constitutes Club's authorization to be included in the group exemption.

(b) Failure at any time of Club to conduct its activities in a manner consistent with the foregoing requirements of this Section will constitute a material breach of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 1. **Limitation of liability.** In no event will any liability of either party be transferred to the other party for damages related to AISC Clubs, Club, other clubs, the beneficiaries or otherwise arising out of, related to, or in any way connected with this Agreement, regardless of the form of action, whether based on contract, negligence or otherwise. In no event will either party be liable for any loss of revenue or profits, or any indirect, special, incidental, consequential or reliance damages of any kind of the other party, including, without limitation, claims against AISC Clubs or Club and/or beneficiary, by a third party, or any other economic losses of any kind, or damage arising from or attributable to lost data, capital downtime costs, loss of use or loss of goodwill.

Section 2. **No joint venture; complete agreement.** Nothing in this Agreement will be construed to create a partnership or joint venture between AISC Clubs and Club. This Agreement is the complete agreement of the parties and supersedes all prior oral and written agreements, with respect to the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the parties.

Section 3. **Notices.** Any notice or communication given pursuant to this Agreement will be in writing and delivered both by electronic mail and by certified or registered mail, postage prepaid or by nationally recognized overnight courier service (mailed notices will be deemed given when duly mailed) as follows:

If to Club:

Club name: _____
Street Address: _____
City/State/Zip: _____
Attn: _____
Email: _____

If to AISC Clubs:

AISC Student Clubs, LLC
130 East Randolph Street, Suite 2000
Chicago, Illinois 60601
Attn: Sean Faron
Email: faron@aisc.org

or to such other address or addresses as hereafter will be furnished as provided in this Section.

Section 4. **Assignment.** Club may not assign all or any portion of its rights under this Agreement, including its rights to the Intellectual Property, other than with the prior written consent of AISC Clubs.

Section 5. **Dispute resolution.** In the event of any dispute between the parties which arises under or in any way related to this Agreement, the parties agree to meet to discuss the issues and make good-faith efforts to resolve the dispute through informal, non-judicial means, including discussion and mediation. Upon failure of such means, the parties agree that the sole and exclusive means of resolution of any and all such disputes shall be by Arbitration before the American Arbitration Association, under the Commercial Arbitration Rules of said Association. The sole and exclusive venue for any arbitration proceedings instituted under this provision shall be Chicago, Illinois. Any order or opinion entered by an Arbitrator or Arbitration Panel constituted under this provision shall be final and binding upon the parties and may be entered as a Judgment by any court of competent jurisdiction.

Section 6. **Governing law; Consent to jurisdiction.** For the purposes of the proceedings in accordance with Section 5 of Article VI, this Agreement will be governed by and construed in accordance with the laws of Illinois, without regard to the principles of conflict of laws.

Section 7. **Survival.** The provisions of Articles IV, Sections 3.6, 6.5, and 6.6 will survive any termination of the Agreement.

Section 8. **Counterparts; Further assurances.** This Agreement may be executed in counterparts, each of which will constitute an original. The parties agree to execute such additional documents, notices or other items and to take such additional steps as may be necessary or prudent to carry out the purpose and intent of this Agreement.

[Remainder of this page intentionally is blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Club name: _____

President

Signature: _____

Name: _____

Title: _____

Club Faculty Advisor

Signature: _____

Name: _____

Title: _____

Department Head

Signature: _____

Name: _____

Title: _____

AISC STUDENT CLUBS, LLC

Signature: _____

Name: _____

Title: _____

EXHIBIT A
Intellectual Property License Agreement

1. Grant of Rights.

1.1 Grant of License.

1.1.1 AISC Clubs grants to Club (or “Licensee”) a limited, revocable, nonexclusive right and license to use the Intellectual Property identified below solely in connection with the Mission as defined in the Club Affiliation Agreement:

(a) the trademarks

- (i) AISC,
- (ii) AISC STUDENT CLUB,
- (iii) AMERICAN INSTITUTE OF STEEL CONSTRUCTION,
- (iv) SMARTER. STRONGER. STEEL.,
- (v) STEELDAY,
- (vi) STUDENT STEEL BRIDGE COMPETITION, and



(vii) ; and

(b) certain copyrighted materials that are provided to Club by AISC Clubs during the course of the relationship.

1.1.2 Licensee shall at all times fulfill each of the obligations set forth in this Intellectual Property License Agreement. The rights granted in this Intellectual Property License Agreement are sometimes referred to herein as the “License.”

1.1.3 Licensee shall have no right to transfer or assign the License.

1.1.4 Licensee shall have no right to sublicense any rights granted herein.

1.1.5 All rights not expressly granted to Licensee are reserved by AISC Clubs.

1.2 Modification or Creation of Intellectual Property by Licensee. Except as expressly permitted herein, Licensee shall have no right to modify, change, alter, amend, delete, add to, make derivative works based on, or create new assets of Intellectual Property (collectively, “Modifications”) without the express approval of AISC and AISC Clubs, acting in their sole discretion.

1.2.1 Whether or not so authorized, all right, title and interest, including any resulting copyrights or other intellectual property rights, in and to any Modifications undertaken by Licensee shall belong exclusively to AISC Holdings, Inc.

1.2.2 For any and all Modifications created by or at the direction of Licensee (whether or not authorized), such Modifications shall be deemed works for hire. To the extent that any Modifications may not, by operation of law, be works for hire, Licensee hereby assigns to AISC Holdings, Inc. the complete, unconditional, perpetual, and exclusive worldwide ownership of such Modifications, including, without limitation, all copyrights. This assignment of ownership granted to AISC Holdings, Inc. includes the exclusive right to exploit and deal in and with respect to the Modifications, to lease, license, convey or otherwise use or dispose of the Modifications or any portion thereof by any method now or hereafter known, in any field of use and in any medium now or hereafter known, throughout the world; and to permit any other person, firm, corporation or other entity to do any or all of the foregoing. AISC Holdings, Inc. may also refrain from doing any and all of the foregoing. The assignment granted hereunder to AISC Holdings, Inc. by Licensee shall be effective upon the creation of the Modifications.

2. Quality Standard for Trademarks.

2.1 Standard of Quality. To protect, promote, and enhance the image, goodwill, and reputation of the licensed trademarks that comprise the Intellectual Property, Licensee shall meet or exceed the following standards (collectively, the “Quality Standard”):

2.1.1 Licensee must conform to commercially reasonable quality standards established by or otherwise acceptable to AISC Clubs and maintain the professional appearance of all trademarks when such trademarks are displayed to the public in printed, copied, electronic, or other format. AISC Clubs reserves the right to modify such quality standards from time to time by giving written notice to Licensee;

2.1.2 Licensee must comply fully with all applicable laws and regulations;

2.1.3 Licensee must produce materials that have such style, appearance, and quality as to be adequate and well suited for the Mission and in no way reflect adversely upon the image, goodwill, and reputation of AISC, AISC Clubs, AISC Holdings, Inc., or the licensed Intellectual Property; and

2.1.4 AISC Clubs shall have the right to inspect and/or pre-approve any use of the Intellectual Property.

2.2 Determinations. Determinations as to whether any materials meet the Quality Standard shall be made by AISC Clubs in the exercise of its sole discretion.

2.3 Failure to Meet Quality Standard. If Licensee fails to meet the Quality Standard or fails to maintain the Quality Standard, then, upon receipt of written notice from AISC Clubs, Licensee shall have ten (10) days in which to cure the deficiency, or to satisfy AISC Clubs that reasonable steps to do so have been taken or are being taken to cure the deficiency within such further, designated period of time that is acceptable to AISC Clubs (in either, alternative, instance the period in which the Licensee must cure the deficiency shall be termed the “Notice Period”). If at the end of the Notice Period such deficiency has not been cured, as determined by AISC Clubs in its sole discretion, then Licensee shall immediately discontinue any use in which the Quality Standard has not been met, or as directed by AISC Clubs.

3. Notices.

3.1 Intellectual Property Notices.

3.1.1 Trademark Symbols and Notices. Except as exempted below, all materials of Licensee that display a licensed trademark comprising Intellectual Property shall include either (a) the designation “®” or “TM” or “SM” (as accurate for the particular trademark) next to each trademark, or (b) a notice reading: “[list all trademarks displayed] are registered trademarks of AISC Holdings, Inc.”, where such symbol or notice shall be displayed at least once per mark per item or document, generally the first or most prominent time the mark appears.

3.1.2 All copyrighted materials created, transmitted, displayed, distributed, performed or otherwise used by Licensee shall bear the following copyright notice: “Copyright © [year of first publication of the work as that phrase is defined under U.S. Copyright law] AISC Holdings, Inc.”

3.1.3 Licensee is not required to place or display any intellectual property notices on other items such as (by way of example but not by way of limitation) letterhead, envelopes, stationary, business cards, membership cards, membership certificates, or promotional items (including but not limited to pens, mugs, pins, hats, clothing, key chains and the like), provided the Quality Standard is met at all times. Notwithstanding the foregoing, Licensee is encouraged to place appropriate trademark symbols (as described in Paragraph 3.1.1) on such items where practical to do so.

3.1.4 AISC Clubs from time to time may require such additional Intellectual Property notices as AISC Clubs, in its sole discretion, may determine to be necessary.

4. Ownership and Control of the Intellectual Property.

4.1 Exclusive Property of AISC. With respect to the Intellectual Property, including all related rights and goodwill, which shall inure solely to the benefit of AISC Clubs and AISC Holdings, Inc., Licensee acknowledges and agrees that:

4.1.1 The Intellectual Property (and all individual assets and components thereof) are the exclusive property of AISC Holdings, Inc.;

4.1.2 All trademarks and trade dress comprising Intellectual Property are distinctive and have acquired secondary meaning;

4.1.3 Licensee shall not acquire rights or any other interest without prior written consent from AISC Holdings, Inc.;

4.1.4 Licensee shall not challenge, attack, or contest the ownership or validity of the rights of AISC Clubs and/or AISC Holdings, Inc. in the Intellectual Property or respective registrations or applications for registration;

4.1.5 Licensee shall not commit any act or engage in any conduct that adversely affects the Intellectual Property (or any assets or components thereof); and

4.1.6 This Agreement shall in no way be construed as an assignment to Licensee of any right, title, and/or interest in and to the Intellectual Property.

4.2 Use of Trademark in Trade Name or Domain Name of Licensee. Provided the Quality Standard is maintained at all times, the License granted herein to Licensee shall include the ability to use the following Intellectual Property assets: the trademarks AISC, AISC STUDENT CLUB, and/or AMERICAN INSTITUTE OF STEEL CONSTRUCTION as all or a portion of Licensee's trade name or assumed name and to conduct business thereunder and/or to use the aforementioned assets as part of a domain name for Internet web pages owned and/or operated by Licensee in furtherance of the Mission.

4.3 Use of Similar Marks and Works. If Licensee has obtained or obtains, in any country, any right, title, or interest (including the filing of any application for registration or the issuance of any registration) in any (a) mark which is similar to, or a translation and/or transliteration of, any of the trademarks comprising Intellectual Property; or (b) print, pattern, design, or "work" as defined under the U.S. Copyright Act, which is substantially similar to, or a derivative version of, any of the trademarks comprising Intellectual Property (collectively, "Related Marks & Works"), Licensee shall so notify AISC Clubs and agrees that, it has acted or will act on and for AISC Clubs' behalf. Licensee further agrees to execute any and all instruments deemed by AISC Clubs or AISC Holdings, Inc., their attorneys or representatives, to be necessary to transfer all Licensee's right, title, or interest in the Related Marks & Works to AISC Clubs or AISC Holdings, Inc. Related Marks & Works shall be considered included in the defined term "Intellectual Property" for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Club name: _____

President

Signature: _____

Name: _____

Title: _____

AISC STUDENT CLUBS, LLC

Signature: _____

Name: _____

Title: _____