

STUDENT AMERICAN VETERINARY MEDICAL ASSOCIATION CHAPTER AGREEMENT

This Chapter Agreement (“Agreement”) is entered into by and between the The Ohio State University College of Veterinary Medicine Student Chapter of the American Veterinary Medical Association (the “Chapter”) and the Student American Veterinary Medication Association, an Illinois not-for-profit corporation (“SAVMA”).

Background and Purposes

The American Veterinary Medical Association, an Illinois not-for-profit corporation (“AVMA”), currently authorizes student organizations of AVMA accredited colleges or schools of veterinary medicine to establish AVMA student chapters (each referred to as a “SCAVMA”). The Chapter is currently an AVMA student chapter (e.g., a SCAVMA).

SAVMA is the national organization of students of veterinary medicine who are also members of the SCAVMA at their respective schools or colleges. SAVMA’s mission is to support, empower, and inspire all veterinary students in improving their lives, education, and career, along with securing a better future for our profession through collaboration with our parent organization, the American Veterinary Medical Association (AVMA).

SAVMA is chartered by the AVMA to act as the national organization of students of veterinary medicine enrolled at AVMA accredited schools or colleges. SAVMA exists to support, empower, and inspire all veterinary students in improving their lives, education, and career, along with securing a better future for our profession through collaboration with the AVMA and promotes the interests of the AVMA in AVMA accredited colleges or schools of veterinary medicine.

Currently, SAVMA members maintain membership in both SAVMA as well as the SCAVMA at their respective schools or colleges.

In order to more efficiently serve the interests of SAVMA’s members and the SCAVMAs, AVMA and SAVMA have determined that it is in their (and their members) respective best interests to reorganize the structure of the relationship between AVMA, SAVMA and the SCAVMAs. Specifically, AVMA and SAVMA took action to transfer responsibility for all existing SCAVMAs (including the Chapter) directly to SAVMA (referred to herein as the “Reorganization”).

The purpose of this Agreement is to institute the Reorganization at the chapter level and formalize the relationship between SAVMA, AVMA and the Chapter in accordance with the policies adopted by SAVMA and the AVMA and their respective Bylaws. Accordingly, upon acceptance of this Agreement by the Chapter, the Chapter will be a student chapter of the SAVMA.

Agreement

The Chapter shall be governed and abide by the following terms and conditions:

1. Background and Purposes. The Background and Purposes set forth above are hereby

incorporated in this Agreement by reference and made a part hereof.

1. Membership.

- (a) SAVMA automatically shall assign membership in the Chapter to each SAVMA member in good standing enrolled at the college or school of veterinary medicine represented by the Chapter.
- (b) All members of the Chapter must be members of SAVMA. The Chapter may not directly admit members into the Chapter. Students must apply for membership in SAVMA, at which time they will be assigned membership in the Chapter as set forth above.

2. Acceptance of Reorganization and Charter.

- (a) In accordance with the terms of this Agreement, SAVMA's Bylaws, AVMA's Bylaws and the respective policies of the SAVMA and AVMA, the Chapter hereby approves the Reorganization and agrees to continue as a student chapter of the SAVMA ("SAVMA Chapter") in accordance with the terms of this Agreement, the SAVMA Bylaws and the AVMA Bylaws; and the SAVMA hereby formally charters the Chapter as a SAVMA Chapter.
- (b) The Chapter shall change its name to remove any reference to AVMA and to clearly indicate its relationship with SAVMA. The name of each SAVMA Chapter shall adhere to the following naming convention:

“[Name of school or college of veterinary medicine] SAVMA Chapter”

For example, the Illinois Student Chapter of the American Veterinary Medical Association shall be required to change its name to “University of Illinois SAVMA Chapter.”

3. Relationship of the Parties.

- (a) The objective of SAVMA is to introduce veterinary students to the concept of organized veterinary medicine; to promote, enhance and support professionalism and veterinary medical education; and to encourage the development and empowerment of students as leaders in the profession of veterinary medicine and the community as a whole.
- (b) As a SAVMA Chapter, the Chapter will conduct its activities in furtherance of SAVMA's objectives by providing a forum and vehicle for students to participate in the SAVMA and AVMA House of Delegates and holding meetings and events for the purpose of advancing the general and specific purposes of SAVMA and AVMA at its college or school. The Chapter's activities will be focused exclusively on serving the needs and interests of its members.

- (a) The Chapter shall organize itself and conduct its activities in such a manner as to establish and reflect its fundamental alignment and functional compatibility within SAVMA and the AVMA. The Chapter's general purposes and objectives shall be complementary and consistent with those of SAVMA and shall advance the general and specific purposes of SAVMA and AVMA at the student level at the college or school attended by the Chapter's members.
- (b) AVMA maintains a group tax exemption that includes SAVMA and such SAVMA Chapters that have elected to be included in the group tax exemption. The Chapter is currently covered by the AVMA group tax exemption and hereby acknowledges that it desires to continue to participate in the AVMA group tax exemption. Accordingly, Chapter agrees to sign and return any and all reports, documents, statements or acknowledgements AVMA may from time to time request in order for Chapter to continue to be included in and covered by AVMA's group tax exemption. Further, Chapter acknowledges that it is subject to AVMA's ultimate oversight and control in accordance with all IRS requirements.
- (c) The Chapter shall abide by, and conduct its affairs in accordance with (i) SAVMA's Bylaws, policies, rules and procedures, as may be enacted or amended from time to time by SAVMA; (y) AVMA's Bylaws, policies, rules and procedures, as may be enacted or amended from time to time by AVMA; and (ii) the terms of this Agreement.
- (d) The Chapter and SAVMA shall collaborate in the creation and operation of a coordinated scheme under which they will work to advance SAVMA's, AVMA's and the Chapter's purposes and objectives at the Chapter's college or school.

4. SAVMA Responsibilities.

- (a) SAVMA shall be responsible for invoicing, collecting and processing annual Chapter dues and will issue regularly scheduled payments to the Chapter for dues collected on behalf of the Chapter. Chapter dues shall be used to fund the Chapter's activities. Chapter dues shall be established by the Chapter's Board.
- (b) SAVMA shall maintain the Chapter's membership database.

5. Chapter Responsibilities.

- (a) The Chapter shall hold regular meetings, and shall conduct an annual program of activities, including regular communication with Chapter members, that meets the minimum requirements set for the Chapter by SAVMA. Failure to maintain the minimum number of meetings and events may result in the revocation of the Chapter's Charter.
- (b) The Chapter shall provide the following information to SAVMA annually on such dates as SAVMA may establish in its sole discretion:

- (i) Copies of financial statements and records;
- (ii) Copies of minutes of all meetings;
- (iii) A copy of the Chapter's meeting calendar;
- (iv) Description of all activities held during the prior year;
- (v) List of the Chapter's leaders;
- (vi) Leadership Affirmation Statement (a) acknowledging that the Chapter's leaders have received a copy of this Agreement, reviewed it and understand the requirements and obligations set forth herein; and (b) representing and warranting that the Chapter is in compliance with the terms of this Agreement and will continue to abide by the terms of this Agreement; and
- (vii) Such other information as SAVMA or AVMA may request from time to time.

SAVMA will deliver a copy of all such information to AVMA immediately upon receipt thereof.

- (c) The Chapter represents and warrants that it has not, and will not, take any action that would prevent it from being eligible for exemption from the payment of Federal income taxes as a tax exempt organization within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code") or that would jeopardize the AVMA group tax exemption maintained on behalf of SAVMA, the Chapter and the other SAVMA Chapters.
- (d) The Chapter shall at all times conduct its activities in a manner consistent with an organization exempt from Federal taxation under Section 501(c)(6) of the Code.
- (e) The Chapter shall prepare and submit all required federal, state, and local annual tax filings in a timely manner, including, without limitation, the appropriate Form 990 annual information return which must be filed with the IRS each year and shall provide copies of the same to SAVMA on an annual basis immediately upon filing. SAVMA shall deliver a copy of all such returns to AVMA immediately upon receipt thereof.
- (f) The Chapter shall abide by all applicable federal, state and local laws, requirements and regulations.

6. Chapter Limitations.

- (a) The Chapter is a student organization formed under SAVMA as a chapter and is an integral part of SAVMA's structure. The Chapter has no legal or other existence separate and apart from SAVMA. The Chapter may not incorporate or

form any other type of legal entity.

- (a) The Chapter's name and membership requirements shall be established by SAVMA and the Chapter shall abide by all such requirements.
- (b) The Chapter is governed by SAVMA and the SAVMA Bylaws, policies and procedures and is subject to the ultimate authority of the AVMA and the AVMA's Bylaws, policies and procedures.
- (c) The Chapter may, however, maintain internal bylaws or guidelines governing the operation of the Chapter's meetings and leadership structure. Such internal bylaws, and any amendments thereto, are subject to the prior review and approval of SAVMA and the AVMA's Board of Directors (or its designee(s)).
- (d) SAVMA may, from time to time, require the Chapter to adopt a uniform set of internal bylaws developed by SAVMA for all SAVMA Chapters. Chapter agrees that it shall take all action necessary to adopt such uniform SAVMA Chapter bylaws. The Chapter shall take all action necessary to adopt, amend or repeal such bylaw provisions as SAVMA or AVMA advises are necessary to maintain alignment with the SAVMA and/or AVMA's bylaws, policies and procedures, as may be adopted from time to time.
- (e) The Chapter may not form, charter or otherwise organize chapters. However, it may form informal special interest groups or committees.
- (f) The Chapter may not incur any liability, obligation, or expense on behalf of or in SAVMA or AVMA's name. All Chapter funds must be held, disbursed and managed by SAVMA on behalf of the Chapter or held by the Chapter in a bank account in the Chapter's name. Under no circumstances shall the Chapter's leadership or members personally hold or deposit Chapter funds into a personal bank account.
- (g) The Chapter (including its leaders) shall make no statement or express a position on any issue that may be construed as representing a statement or position of SAVMA or AVMA, except insofar as SAVMA or AVMA, as applicable, has expressly authorized the Chapter in writing to do so on its behalf.
- (h) Under no circumstances shall the Chapter use SAVMA or AVMA's name to secure loans or credit or to enter into any type of agreement, nor shall SAVMA or AVMA be bound in any way by such unsanctioned agreements.
- (i) The Chapter shall not act as a political action committee, or undertake activities resembling those customarily conducted by a political action committee.

7. Termination or Probation of Charter.

- (a) This Agreement shall continue until terminated or revoked by SAVMA upon prior written notice to the Chapter in accordance with SAVMA's policies and

procedures. SAVMA may revoke the Chapter's charter and terminate this Agreement in the event the Chapter breaches the terms of this Agreement or any of the representations and warranties contained herein, or such revocation is otherwise determined to be in the best interests of SAVMA or AVMA, as determined by SAVMA or AVMA (as applicable) in their sole discretion upon prior notice to the Chapter and an opportunity to respond.

- (a) Any SAVMA Chapter that does not continue to meet the criteria set forth in Article IX, section 2(ii) of the SAVMA Bylaws at the end of a membership year, will immediately be placed on probation for one year. If a Chapter fails to fulfill all three criteria set forth in Article IX, section 2(ii) of the SAVMA Bylaws by the end of the probation period, the Chapter will be terminated.
- (b) The Chapter may voluntarily surrender its charter and terminate this Agreement upon ninety (90) days prior written notice to SAVMA. SAVMA may accelerate the effective date of such termination upon written notice to the Chapter in its sole discretion.
- (c) Upon the effective date of any revocation or surrender of the Chapter's charter and termination of this Agreement for any reason, the Chapter shall immediately (i) cease to exist; (ii) cease all activities and communication with SAVMA members; and (iii) deliver all Chapter funds and other assets, financial and corporate records and files to SAVMA.

8. Notice. All notices, reports and other communications under this Agreement shall be in writing and shall be effective (a) upon personal delivery, (b) upon telephonically confirmed delivery by facsimile, (c) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable, or (d) on the third business day after mailing, by certified or registered mail, addressed as follows:

If to SAVMA:

Student American Veterinary Medical Association
1931 North Meacham Road, Suite 100
Schaumburg, IL 60173-4360
Attention: AVMA Staff Advisor to SAVMA

If to AVMA:

American Veterinary Medical Association
1931 North Meacham Road, Suite 100
Schaumburg, IL 60173-4360
Attention: Executive Vice President

If to Chapter:

To the then-current Chapter President at the address on record with the

SAVMA.

Or to such other address or person as the notifying party may designate by written notice.

1. Complete Agreement. All of the provisions set forth in this Agreement and in the applicable provisions of AVMA's and SAVMA's Bylaws, policies, rules, and procedures, as may be amended from time to time, shall constitute the entire agreement between the parties regarding the nature and terms of the Chapter's affiliation with SAVMA, AVMA and the Chapter's charter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date written below.

[Insert name of Chapter]

Acknowledgement & Affirmation Statement:

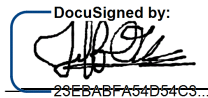
I, Danielle Capelli, represent and warrant that (i) each of the Chapter's leaders have received a copy of this Agreement, reviewed it and understand the requirements and obligations set forth herein; and (ii) the Chapter is in compliance with the terms of this Agreement and will continue to abide by the terms of this Agreement.

By:  _____
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Its: President

Date: 2/15/2018

STUDENT AMERICAN VETERINARY MEDICAL ASSOCIATION

By:  _____
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Its: President

Date: 2/15/2018