

## ADDENDUM TO CHAPTER AFFILIATION AGREEMENT

This Addendum (“Addendum”) is hereby made to the Chapter Affiliation Agreement (the “Agreement”) made as of July 1, 2015, by and between the American Society for Training and Development (“ASTD”) doing business as the Association for Talent Development (“ATD”), and Greater Atlanta Chapter (“Chapter”). ASTD/ATD and Chapter may each be referred to as a “Party” or collectively as the “Parties”.

- 1. Adoption of Trade Name.** The Chapter hereby acknowledges that ASTD has adopted and is now conducting business under the trade name Association for Talent Development (ATD). All references in the Agreement to “ASTD” and all references in the Agreement to “National ASTD” shall hereby be amended to read “ATD.”
- 2. Chapter Requirements Document.** ATD has changed the name of its chapter requirements document formerly known as “Chapter Operating Requirements” or “CORE” to “Chapter Affiliation Requirements” or “CARE.” All references in the Agreement to “Chapter Operating Requirements” shall hereby be amended to read “Chapter Affiliation Requirements” and all references in the Agreement to “CORE” shall hereby be amended to read “CARE.”
- 3. ATD Requirements Document.** ATD has changed the name of its ATD requirements document formerly known as “National Operating Requirements” or “NORE” to “Commitment to ATD Chapters” or “COACH.” All references in the Agreement to “National Operating Requirements” shall hereby be amended to read “Commitment to ATD Chapters” and all references in the Agreement to “NORE” shall hereby be amended to read “COACH.”
- 4. Introductory Paragraph.** The introductory paragraph of the Agreement shall be revised to read as follows:

THIS AFFILIATION AGREEMENT (the “Agreement”), is made this 1<sup>st</sup> day of July, 2015, by and between the American Society for Training and Development, doing business as Association for Talent Development (“ATD”), a nonprofit corporation with its principal place of business in Alexandria, Virginia, and Greater Atlanta Chapter (“CHAPTER”), a nonprofit corporation with its principal place of business in Atlanta, GA.

- 5. Grant of Charter.** Section I.A of the Agreement shall be revised to read as follows:

ATD hereby grants to CHAPTER a non-exclusive charter to be a CHAPTER of ATD, subject to the terms and conditions of this Agreement, and any written guidelines and policies attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ATD. In accordance therewith, CHAPTER is authorized to use the ATD CHAPTER logo as provided by Section V of this Agreement. CHAPTER acknowledges that written guidelines or policies attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ATD are subject to change at any time at ATD’s sole discretion.

- 6. Intellectual Property and Confidential Information: Limited License.** Section V.A.1 of the Agreement shall be revised to read as follows:

ATD hereby grants to CHAPTER a limited license to use (i) ATD trademarks as referenced in Exhibit E (collectively, “Marks”); (ii) ATD’s membership lists with respect to current members of ATD located within the area of CHAPTER’s operations as determined by ATD (the “Mailing List”); and (iii) all copyrighted or proprietary information and materials provided by ATD to CHAPTER during the Term of this Agreement (collectively, “Proprietary Information”) (the Marks, Mailing List, and Proprietary Information collectively referred to as “ATD’s Intellectual Property”).

- 7. Exhibit A.** Exhibit A in the Agreement shall be replaced by the new Exhibit A attached hereto.
- 8. Exhibit B.** Exhibit B in the Agreement shall be replaced by the new Exhibit B attached hereto.

9. **Exhibit E.** Exhibit E in the Agreement shall support the information included in #6 of this addendum.
10. **Effect of Addendum.** Except as expressly amended by this Addendum, all terms of the Agreement shall remain in full force and effect. This Addendum along with the Agreement represents the entire agreement between the Parties. If there is, or there arises, any inconsistency between any term in the Agreement and a term in this Addendum, this Addendum will prevail and apply without exception, and priority and precedence will be given to this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum through their authorized representatives.

**AMERICAN SOCIETY FOR TRAINING & DEVELOPMENT, DBA ASSOCIATION FOR TALENT DEVELOPMENT (ATD)**

By: *Anthony Bingham*

Name: Anthony Bingham  
Title: President & CEO

Date: Jul 2, 2015

**CHAPTER**

By: *Sarah Gilbert*  
Sarah Gilbert (Jul 2, 2015)

Name: Sarah Gilbert  
Title: Chapter President

Date: Jul 2, 2015

## EXHIBIT A

### Commitment to ATD Chapters (COACH)

- 1. Collaboration - ATD will offer relevant collaboration opportunities to chapters.**
  - 1.1 Identify opportunities for collaboration with chapters on an ongoing basis.
  - 1.2 Actively encourage chapter participation across organizational initiatives.
  - 1.3 Facilitate collaboration and networking among chapters.
  
- 2. Communication - ATD will offer materials and resources that are current and relevant to the needs of the chapters while reporting successes consistently and regularly.**
  - 2.1 Offer clear, streamlined, timely communication to chapter leaders about available resources and important information impacting chapter operations.
  - 2.2 Make a website with timely information and comprehensive resources available to chapter leaders.
  - 2.3 Identify a contact person on staff for each chapter.
  - 2.4 Make tools available for chapters to share information and best practices.
  
- 3. Customer Service - ATD will offer reliable, accurate, and timely data management and customer service, if requested by chapter leaders.**
  - 3.1 Deliver response from Chapter Services staff to inquiries and requests within one business day, and resolve inquiries in a timely manner.
  - 3.2 Offer accurate information to the chapters.
  
- 4. Feedback - ATD will solicit feedback from chapter leaders to identify opportunities for improvement via surveys, forums, and various methods. Results and action plans will be shared with the chapter leaders in a timely manner.**
  - 4.1 Solicit feedback from chapter leaders at least annually.
  - 4.2 Develop action plans in response to feedback collected.
  - 4.3 Advise chapter leaders of feedback results and action plan progress.
  
- 5. Membership - ATD will support membership at the local chapter level by offering marketing materials, advertising support, and ATD membership rosters as requested by chapter leaders.**
  - 5.1 Make support to increase joint chapter and ATD membership available to chapters.
  - 5.2 Offer ATD membership discounts to chapter members.
  - 5.3 Advertise for joint membership in ATD marketing channels.
  - 5.4 Promote chapter membership to ATD members through online and ATD member communications.
  - 5.5 Make marketing materials available to chapters to promote joint membership.
  - 5.6 Make ATD membership rosters available for the state the chapter is located in, upon the request of chapter leaders to invite to attend chapter meetings and to join the chapter.
  
- 6. Operational Support - ATD will offer high-quality operational support, either directly or via partnerships, to chapters to reduce the administrative burden on chapter leaders and to increase efficiency and consistency throughout ATD at both chapter and ATD levels (fees may be involved and participation is optional).**
  - 6.1 Make marketing materials, tools, templates, samples, and best practices available to chapters.
  - 6.2 Offer membership administration and management support.
  - 6.3 Offer website and online event registration support and/or resources.
  - 6.4 Make chapter business operations coaching available to chapters.
  - 6.5 Offer ATD representatives as speakers for chapter programs subject to availability.
  - 6.6 Offer leadership development opportunities.
  - 6.7 Identify revenue-sharing opportunities for chapters.

## EXHIBIT B

### Chapter Affiliation Requirements (CARE)

#### 1. Administrative Component

- 1.1 The chapter's mission, vision, and bylaws align with those of ATD. Additionally, the chapter must meet the ATD brand identity guidelines.
- 1.2 The chapter maintains written position descriptions for elected chapter board members.
- 1.3 The chapter members participate in the nomination and election of the chapter board.
- 1.4 The chapter creates an operational plan that includes but is not limited to:
  - annual goals
  - communication/marketing strategy
  - recruitment/retention strategy
  - succession planning strategy.
- 1.5 The chapter submits a current board roster in Excel format with CARE submission and updates ATD chapter services as changes occur.
- 1.6 The chapter submits a current membership roster in Excel format to ATD chapter services with CARE submission. (For those chapters using Wild Apricot that have provided chapter services with "full administrative rights" access to their account, the membership roster will automatically be pulled.)
- 1.7 The chapter board meets at least once per quarter and makes meeting minutes available to members.
- 1.8 The chapter board completes a risk management assessment.

#### 2. Financial Component

- 2.1 The chapter complies with annual federal and state reporting requirements.
- 2.2 The chapter board develops and approves an annual operating budget and makes it available to members.
- 2.3 The chapter board ensures an annual internal or external financial review is completed by an individual or group not directly responsible for the management of the chapter's finances.

#### 3. Membership Component

- 3.1 The chapter board assesses its members' needs and satisfaction levels at least once per year.
- 3.2 The chapter annually achieves by 12/31 a minimum of 20 joint chapter/ATD members (the original chapter chartering requirement) or 35 percent of the chapter's membership, **whichever is greater**.
- 3.3 The chapter annually completes three foundational and 10 other joint membership promotional activities.

#### 4. Professional Development Component

- 4.1 The chapter board members maintain joint chapter/ATD membership and participate in both annual chapter and ATD leadership development opportunities.
- 4.2 The chapter provides at least six (6) professional development activities per year for members.

#### 5. Communication Component

- 5.1 The chapter maintains a current website with up-to-date information.
- 5.2 The chapter disseminates a communication piece to members at least once per quarter that includes chapter and ATD programs and initiatives.
- 5.3 The chapter board produces, and shares with members, an annual report that includes but is not limited to:
  - membership numbers
  - financial performance
  - progress toward annual goals.

## EXHIBIT E

In this section, the word “Association” refers to the Association for Talent Development (ATD), not a chapter.

### ATD Bylaws – Article XI

#### Section 5 - Use of Association Trademark

The Board of Directors of the Association shall prescribe regulations governing the use of trademarks of the Association; and all chapters, other affiliates, and members of the Association shall be bound by such regulations, which are currently found in ATD Policy.

#### ATD Policy 14.2

(excerpts from ATD Policy Manual)

#### 14.2 License of Trademarks

- a. Subject to the terms below, and subject to Association members, chapters, or other groups/affiliates (collectively “Licensees”) remaining in good standing with the Association, the Association grants Licensees the non-exclusive right to use the Association’s trademark(s) as directed below (collectively “Licensed Marks”):

“Chapter Mark” for use only by Association chapters...



...in the manner below where “Metro DC Chapter” is replaced as the chapter’s name



- b. For quality control purposes, Licensees’ use of the Licensed Marks must conform to standards (below) set by, and remain under the control of, the Association.

...Association chapters shall use the Chapter Mark worldwide only as a collective membership mark and as a service mark to indicate that they are chapters in good standing; specifically, Association chapters shall use the Chapter Mark only to (i) indicate that they are chapters of the Association and (ii) provide services that, in the view of the Association, promote the interests and purpose of the Association. Licensees must use the most current versions of the Licensed Marks as shown in this section of the Policy, which may be updated from time to time, including to the extent the “™” or “®” symbol is shown. Licensees may not alter the Licensed Marks, including but not limited to by removing the word . . . “CHAPTER.” Licensees must provide the Association with examples of their use of the Licensed Marks, immediately upon request by the Association. Licensees may not sublicense the Licensed Marks, parts thereof, or confusingly similar marks to others. Parties who wish to use the Licensed Marks in a manner other than permitted above (including but not limited to use of such marks for merchandising purposes), or wish to use the Association’s other trademarks, must obtain separate written licenses from the Association.

- c. Licensees’ use of the Licensed Marks inures solely and permanently to the benefit of the Association, its successors and assigns. Licensees may not at anytime challenge this section of the Policy (“License”) or the Association’s rights, use, applications, registrations or third-party licensing with respect to the Licensed Marks or parts of the Licensed Marks. Licensees may not seek to register or claim rights in the Licensed

Marks, parts thereof, or confusingly similar marks. Licensees may not use marks that are parts of, or confusingly similar to, the Licensed Marks. Licensees may not use the Licensed Marks in a way that violates the law or, in the Association's view, might mischaracterize the relationship between the Association and Licensees; tarnish or disparage the positive image and goodwill of the Association and the Licensed Marks; or cause confusion, mistake, or deceive others into thinking that the Association is the origin of, sponsors, approves of, or certifies Licensees or Licensees' goods, services, or commercial activities (other than as allowed by this section of the Policy). Licensees may not sue or threaten to sue the Association for contributory infringement regarding activity by other Licensees who use the Licensed Marks. Licensees shall release the Association, hold the Association harmless, and indemnify and defend the Association from all third-party claims of liability for acts or omissions committed by Licensees during Licensees' use of the Licensed Marks, except Licensee shall have the right to defend third-party claims of trademark infringement regarding the Licensed Marks. This subsection applies during the duration of the License and after termination.

- d. As soon as Licensees are no longer in good standing with the Association, the rights granted to Licensees under the License automatically terminate. The Association may also terminate the License or prohibit any particular use of the Licensed Marks by written notice to Licensees, at any time Licensees violate one or more of the terms of the License, the bylaws, or this section of the Policy, as judged by the Association. Once the License terminates, Licensees must immediately and permanently stop using the Licensed Marks and may not use confusingly similar marks.