



ASET Chapter Toolkit: Guide to Becoming an ASET Chapter

Guide to Becoming an ASET Chapter

ASET-The Neurodiagnostic Society
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The ASET Chapter Toolkit has been developed to assist you and your fellow neurodiagnostic technologists in becoming recognized as an ASET chapter at the local, state or regional level.

ASET - The Neurodiagnostic Society is the largest national professional association for individuals involved in the study and recording of electrical activity in the brain and nervous system. Organized in 1959, ASET has grown to over 6,000 members. ASET's mission is to provide leadership, advocacy and professional excellence for our members, creating greater awareness of the profession and establishing standards and best practices to ensure quality patient care.

Neurodiagnostics includes but is not limited to: Electroencephalography (EEG), Evoked Potentials (EP), Nerve Conduction Studies (NCS), Polysomnography/Sleep Technology, Intraoperative Neurophysiological Monitoring (IONM), Long Term Monitoring (LTM), and Intensive Care Unit Continuous EEG Monitoring (ICU/cEEG).

This toolkit contains valuable information that will help you as you form a state or local chapter. The ASET staff is here to help you as you take the steps necessary to form your chapter. If at any time you have any questions about the material in this manual or need an electronic copy of any documents in the appendix, please e-mail info@aset.org or call 816-913-1120, ext 114.

Introduction

During the 2012 Annual Conference the ASET Board of Trustees voted unanimously to adopt a Chapter Affiliate program. Under the program local, state and regional neurodiagnostic societies, and new neurodiagnostic grassroots organizations in development, may petition ASET to be chartered as an ASET chapter. The board's adoption of the Chapter Affiliate program was subject to endorsement by local, state and regional neurodiagnostic society presidents present at the Presidents Roundtable meeting held during the Annual Conference. Those present at the meeting unanimously endorsed the Chapter Affiliate program. Societies represented at the meeting included the Indiana Society of Electroneurodiagnostic Technologists and Technicians, Tennessee Neurodiagnostic Society, Florida Society of Neurodiagnostic Technologists, Michigan Electroneurodiagnostics Technologist Society, Central Society of Electroneurodiagnostic Technologists, Illinois Society of END Technologists, Mid-Atlantic Neurodiagnostic Society, Southern Society of Electroneurodiagnostic Technologists, Western Society of Electroneurodiagnostic Technologists, North Eastern Society of Electroneurodiagnostic Technologists, and the Greater New Orleans Electroneurodiagnostic Association.

The ASET Board of Trustees adoption – and local, state and regional society endorsement – of the Chapter Affiliate program was the culmination of two years of development, including multiple cycles of reviews and comments by the local neurodiagnostic societies and related stakeholders, and open discussion by ASET members at the 2011 ASET annual business meeting.

The Chapter Affiliate program provides for the legal formalization of relationships between ASET and local, state and regional neurodiagnostic societies. While nothing in the affiliate agreement or chapter charter creates any association, joint venture, partnership, or agency relationship between ASET and local societies, the program does identify certain corporate formalities and tax and reporting obligations that local organizations must meet in order to be chartered as an ASET chapter. It also identifies the specific obligations that ASET and its chapters have to each other. Even though there have always been some shared memberships between the various entities, heretofore ASET and all of the local societies have been operating independently of one another.

Once a chapter has been established, there is no requirement that an ASET member who lives in the geographic territory covered by that chapter has to also become a member of that chapter. Similarly, there is no requirement for a member of a chapter to also become a member of ASET. Under the program adopted the decision to join both ASET and a chapter is entirely a voluntary one. There are no restrictions to the number of chapters that an individual may join. For example, if

an individual resides in a state which has a state chapter, but that state also falls within a region which has been chartered as a chapter, the individual has the option to join just the state chapter, just the regional chapter, both, or neither. The Chapter Affiliate program does provide opportunity for cost-savings in member dues to individuals who join both a chapter and ASET, but it is the prerogative of the chapter to establish the level of savings.

As chapters are chartered they are posted along with complete contact information under the Membership tab of the ASET website. On a quarterly basis, ASET updates its membership applications to provide for the option of individuals joining ASET to also join one more chapters chartered thus far. Members have the option to join a chapter(s) or renew their chapter membership as part of their ASET member renewal. One-hundred percent of chapter dues collected by ASET are rebated to the applicable chapters on a quarterly basis.

Once ten (10) entities have been chartered as ASET chapters, a Chapter Presidents Council will be formed. The council will be comprised of each chapter president. Each council member will have full voting rights on matters brought before the council. The Chapter Presidents Council will be empowered to request and receive reports from its members, advise the ASET Board of Trustees on matters pertaining to areas of common interest, and initiate proposals for consideration by the ASET Board of Trustees. The chair of the Chapter Presidents Council will be elected from among and by the council. The elected chair will also be installed as a seated and full voting member of the ASET Board of Trustees.

The purpose of this toolkit is to assist local, state, and regional neurodiagnostic societies already established, and neurodiagnostic professionals in the process of developing a local or state organization to be chartered as a chapter of ASET - The Neurodiagnostic Society. The expertise of ASET is available to provide you with the necessary guidance, document templates and models to help your chapter achieve its full potential.

Introduction: ASET Information

Relationship between ASET and Chapters

1. Requirements to be Chartered
2. Maintaining Charter
3. ASET Obligations
4. Rights and Benefits of a Chapter
5. ASET Licensure Fund
6. Separateness Between ASET and Chapters
7. Chapter Tax Filings and Liability
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9. Chapter Presidents Council
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11. Chapter Dues and Collection
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ASET-The Neurodiagnostic Society

ASET Mission Statement

ASET – the Neurodiagnostic Society provides leadership, advocacy and resources that promote professional excellence and quality patient care in neurodiagnostics. As a membership organization, ASET advances the field by serving member needs, defining and endorsing standards of practice, providing innovative educational opportunities, promoting the profession, and building coalitions in allied health and other communities of interest. Neurodiagnostics includes but is not limited to Electroencephalography (EEG), Evoked Potentials (EP), Nerve Conduction Studies (NCS), Polysomnography/Sleep Technology, Intraoperative Neurophysiological Monitoring (IONM), Long Term Monitoring (LTM), and Intensive Care Unit Continuous EEG Monitoring (ICU/cEEG).

ASET Vision Statement

ASET – The Neurodiagnostic Society is the premier membership organization of professionals in the neurodiagnostic field. As the leader of the profession, we are the catalyst for collaboration. As a result, patients receive the highest quality care in neurodiagnostics, thus improving their health and well-being.

ASET Member Benefits

The value of ASET membership can be evaluated not only by the tangible benefits you receive, but also by the practical guidance that is available to you through our education programs, advocacy, publications, and member network. The following are just some of the advantages of a professional membership in ASET:

The Neurodiagnostic Journal

Free with your membership is a subscription to ASET’s quarterly, peer-reviewed, *Index Medicus* listed journal full of research articles, case reports, review articles, technique articles, and book reviews.

ASET News

Free with your membership is a subscription to the Society’s quarterly softcopy newsletter featuring technical tips, Interest Section articles on featured topics, and information on Society news and events.

Online Education Portal

ASET’s online education portal is accessible 24x7 and offers courses in EEG, IONM, NCS and LTM.

Education Seminars

Offered in various cities throughout the year, ASET’s two-day education seminars offer programming to strengthen skills, improve core competencies, explore new ideas, and raise the level of group dialogue among participants.

Webinars

Combining audio, video, chat, and blackboard capability, ASET's webinars offer you an interactive learning environment via your computer and the Internet. A new topic is offered every third Wednesday from January through May and from September through November. Recordings of webinars are also available.

Annual Conference

The ASET Annual Conference is the largest educational opportunity and networking event in the world for neurodiagnostic professionals and industry partners.

Continuing Education Credits

ASET-CEUs are awarded to programs that apply to ASET for this designation and meet rigorous evaluation criteria.

Transcript Service

ASET maintains individuals' ASET-CEU credits in its member database. As an ASET member, you can log in on the ASET website and view or download your ASET-CEU transcript 24/7.

Bookstore

ASET maintains an inventory of more than 50 titles of original works, reprints, and publications available through reselling agreements for EEG, evoked potentials, intraoperative neuromonitoring, nerve conduction studies, polysomnography, board exam preparation, lab management, and reference and career information.

Online Member Directory

ASET's online Membership Directory is an invaluable networking tool. Members can search the directory by name, city, state, country, and Interest Section.

On-line Discussion Forums

ASET's on-line discussion forums are organized by Interest Sections.

Legislative and Regulatory Resources

Dedicated to promoting the value of neurodiagnostics and technologists to elected officials and regulators at the federal and state levels, ASET actively works to shape legislation and regulatory proposals that affect the neurodiagnostic community.

Professional Standards and Best Practices

Through ASET's committees and task forces, members work to develop professional standards, best practices, and national competencies for the neurodiagnostic modalities.

Employment Exchange

ASET's online employment exchange includes both a listing of available positions and a resume bank.

Scholarships and Grants

ASET members may apply to the ASET Foundation for scholarships to underwrite registration for the Society's education seminars and annual conferences. Grants may be used to offset tuition cost of accredited neurodiagnostic programs and at institutions of higher education.

Awards and Recognition

ASET believes in rewarding and recognizing its members for their service, dedication, volunteerism, and contributions to the neurodiagnostic profession.

Group Insurance

ASET members, whether employed or self-employed, have the opportunity to purchase professional liability insurance.

Becoming an ASET Chapter

Under the Chapter Affiliate program of ASET – The Neurodiagnostic Society grants non-exclusive charters to organizations under development and established local, state and regional neurodiagnostic societies to be Chapters of ASET. Nothing in the charter or Affiliate Agreement creates any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under the charter or Agreement, or to represent to any third party that the Chapter is an agent of ASET.

In order for an entity to be eligible to be chartered as an ASET Chapter, and to maintain that charter, the entity is required to meet certain corporate formalities and tax requirement obligations and criteria:

1. File articles of incorporation for a nonprofit corporation with state of incorporation
2. Approve bylaws that do not conflict with the ASET bylaws and that follow the ASET Model Chapter Bylaws (see appendix)
3. Register (qualify to do business) in the state(s) in which the organization does business
4. Obtain an employer identification number (EIN) from the Internal Revenue Service (IRS)
5. Obtain recognition of tax-exempt status under Section 501(c)(6) of the Internal Revenue Code using Form 1024 or agree to be included in ASET's IRS group exemption
6. Obtain its own bank account using the employer identification number (EIN) of the organization
7. File annual reports and other materials as required by state of incorporation
8. Hold regular board and membership meetings as required by articles of incorporation, bylaws, and as required by statute
9. Distribute and approve minutes after board and membership meetings and follow all other corporate formalities required by articles of incorporation, bylaws, and statute
10. Properly register and report lobbying activities under the federal Lobbying Disclosure Act and State lobbying disclosure requirements (if applicable)

11. Operate for the benefit of the neurodiagnostic profession, not merely for the benefit of ASET or the chapter members
12. Be primarily engaged in activities or functions constituting the basis for its tax exemption
13. Specify in its articles of incorporation that no part of the chapter's net earnings may inure to the benefit of any private shareholder, individual or entity, and restrict the chapter's managers or directors from approving any transactions that benefit a closely connected third party in excess of fair market value (except where the transactions are in furtherance of the chapter's tax-exempt purposes)
14. Limit activities to those that are for the improvement of the entire profession and not undertake activities that only provide particular services for individual persons or entities;
15. Not engage substantially in a regular business of a kind ordinarily carried on for profit, even if the business is operated on a cooperative basis or produces only sufficient income to be self-sustaining
16. Avoid engaging in substantial unrelated business activities that might jeopardize the chapter's tax-exempt status
17. Properly identify and account for net income received from a trade or business regularly carried on by the chapter, which is not substantially related to the tax-exempt purposes of the chapter
18. Properly identify and report the chapter's lobbying activities for federal tax purposes. (Note: The general rule governing lobbying by 501(c)(6) organizations requires that organizations either disclose to their members the percentage of membership dues which are not deductible due to the organization's lobbying activities or pay a proxy tax on total lobbying expenses.)
19. File a Form 990 with the IRS each year (or equivalent depending on annual gross revenue) and, if required, file the appropriate comparable form with the state of domicile
20. Include in membership applications, dues invoices and other forms requesting payments or contributions a notice that states that contributions, gifts or payments to the chapter are not tax deductible as charitable contributions (in addition, such forms generally must contain the required lobbying tax disclosure unless the disclosure is provided separately or the organization elects to pay the proxy tax)
21. Make certain tax documents (three most recent annual Form 990s or equivalent, Form 1024 with attachments, and IRS determination letter) available for members of the public to review and provide copies in response to e-mail, mail, telephone, fax, and in-person requests.

22. Where applicable, collect and remit state and local sales tax on items sold by the chapter
23. Comply with all other state and local business licensing, registration and tax requirements

In addition to meeting the above general corporate and tax obligations, in order to be eligible to be chartered as an ASET chapter the organization is required to submit the following to ASET:

1. Petition for Chapter Formation (for organizations under development) or Petition for Chapter Recognition (for local, state and regional neurodiagnostic societies already established). The petition must designate the territory to be encompassed by the Chapter and be signed by a minimum of twenty members in good standing of the petitioning organization or by a minimum of twenty proposed members of an organization under development. A Petition for Chapter Formation must be accompanied by a Chapter Data Sheet.
2. Statement of Purpose. Included with the petition is to be a statement of purpose for forming or operating as a chapter.
3. Certificate of Incorporation. A copy of proposed Articles of Incorporation ready for filing (for organizations under development) or a filed copy of a Certificate of Incorporation for local societies already in existence must be submitted with the petition.
4. Bylaws. A copy of the chapter bylaws (or proposed bylaws for organizations under development) must be submitted with the petition.
5. Membership. The petitioning organization must be able to meet the minimum requirement of twenty (20) members in the chapter territory.
6. Enter into a Chapter Affiliate Agreement with ASET.
7. Remit the one-time chapter petition fee of \$90.

In order to maintain its Chapter charter, the organization is required to:

1. Maintain a minimum of twenty (20) members annually, not including student memberships.
2. Provide, at a minimum, the following services and programming annually:
 - a. Plan and conduct one (1) education event (this event may be held jointly with another chapter)
 - b. Set goals and implement a program to recruit members
 - c. Twice-yearly communications – (online, e-mail, or printed) for chapter members

- d. Maintain a chapter website. Minimum information to be posted on the website includes: description of geographic territory covered by the chapter; roster of chapter officers and board members; classes of and qualifications for membership; member dues rate structure; list/description of member benefits and services; chapter contact information; copy of chapter bylaws or instructions for how to request a copy; link to ASET website.
- e. Information (online or printed) that enables chapter members to gain access to the benefits of membership and participate in chapter activities
- f. An annual business meeting of the membership
3. The chapter president and/or president-elect must attend the annual Chapter Presidents Council meeting held each year in conjunction with the ASET Annual Conference. Attendance by proxy is allowed.
4. Provide ASET with the following reports of its activities on a timely basis:
 - a. Annual chapter financial statement
 - b. Listing of elected and appointed chapter leaders (annually and updated as needed)
 - c. Annual chapter report (in a standard reporting format provided by ASET) that summarizes the chapter's membership, communications, and educational programming activities for the year.
5. Maintain a multi-year plan for chapter growth, financial stability, and value/service to members.
6. Complete the nomination and election process of chapter officers in accordance with the procedures specified in the chapter bylaws
7. Maintain the Chapter's legal status as a nonprofit or by filing all required state and federal reports

ASET Obligations to Chapters

Under the Chapter Affiliate Agreement, ASET obligations include the following:

1. Permit the chapter to use the ASET name in the name of the chapter and use of the ASET name and logo in accordance with the terms specified in the agreement.
2. Collect chapter dues from those individuals joining both ASET and the chapter and pay dues rebates to chapters in accordance with an established dues rebate policy.
3. Maintain a database of members for which chapter dues have been collected by ASET.

4. Maintain the group non-profit tax-exempt status of the chapter for those chapters that opt to participate in the group exemption filing.
5. Dedicate support staff to maintain and enhance the ASET-chapter relationship.
6. Provide education, training, information, tools and consultation that enable chapter leaders to:
 - a. Plan and deliver chapter education and networking events
 - b. Communicate with chapter members
 - c. Recruit, advance and retain chapter members
 - d. Manage the business affairs of the chapter

Rights and Benefits of a Chapter

Under the Chapter Affiliate Agreement, rights of a chapter include the following:

1. Use of the ASET name in the name of the chapter and use of the ASET name and logo in accordance with the terms specified in the agreement.
2. Inclusion in ASET's group non-profit tax-exempt filing status as long as the chapter maintains the terms of the Agreement and the option remains available through the IRS.
3. Possible inclusion in ASET's umbrella Directors & Officers Liability Insurance policy. The cost of insuring the Chapter over and above the cost of insuring ASET itself may be charged to the Chapter.
4. Membership renewal and collection and processing of chapter dues by ASET (for those members holding membership in both ASET and the chapter)
5. Promotion of Chapter visibility, membership and programs via postings on ASET website (listing of chapter contact information, posting of chapter educational events and membership meetings).
6. Link from ASET website to individual Chapter web site.
7. Provision of one (1) Microsoft Outlook e-mail account to conduct chapter business (e-mail address would read "[name]_Chapter@aset.org and would be automatically forwarded to the chapter member designated to receive chapter inquiries).
8. Remittance of a per Chapter member rebate for each enrolling or renewing member who also is a member of ASET.

9. One (1) free rental of chapter membership labels or e-mail addresses per year (additional rentals of chapter labels and e-mail addresses available at fifty percent (50%) discount).
10. Two (2) free broadcast e-mails to Chapter members to promote educational events.
11. Three (3) free ASET webinar recordings and twenty-five percent (25%) discount on additional webinar recordings, for use in chapter education programming.
12. Eligibility for Knott Lecture program.
13. Eligibility to host (co-sponsor) Education Seminar series.
14. Representation and participation in Chapter Presidents Council forum.
15. Eligibility for Chapter Service Award to be presented to an outstanding chapter each year.

ASET Licensure Fund

The ASET Board of Trustees has approved a Licensure Fund to provide financial resources to ASET Chapters pursuing professional licensure legislation. ASET Chapters are eligible to apply for limited funding for state licensure efforts. The chapters are eligible for an annual grant up to \$10,000. Grants are solely to be used to help pay for the cost of hiring a registered contract lobbyist. To be eligible for a grant ASET Chapters must have established a licensure committee that is actively engaged in pursuing licensure legislation at the state level.

The following guidelines are required to be met by ASET Chapters when making requests for ASET financial support:

- The request for funding must be submitted with a letter of request explaining the timeline for the legislative initiative, a detailed work plan of the proposed legislative strategy and a draft of the proposed statutory language.
- A detailed budget outlining the funding needed to support their licensure effort.
- A detailed fundraising plan with a list of all contributions and the source of those contributions.
- A copy of a proposed contract or an executed contract (with a contingency clause allowing the chapter to cancel the contract if the ASET grant is not approved) with the registered lobbyist or lobbying firm and at least two references provided by the registered lobbyist or firm.
- A description of how the ASET grant will be acknowledged to the chapter membership.

Chapter Presidents Council

At the time when ten (10) entities have been chartered as ASET Chapters under this Chapter Affiliate program, a Chapter Presidents Council shall be formed. The Chapter Presidents Council shall be comprised of each Chapter president. Each Council member shall have full voting rights on matters brought before the Council. The Chapter Presidents Council will be empowered to request and receive reports from its members, advise the ASET Board of Trustees on matters pertaining to areas of common interest, and initiate proposals for consideration by the ASET Board of Trustees.

The chair of the Chapter Presidents Council shall be elected from among and by the Council and shall serve for a term of two years. The duly elected Chapter Presidents Council chair shall serve as a full voting member on the ASET Board of Trustees. Nomination, election and term of office of the Council chair shall be timed with the nomination, election, and term of office of the ASET president-elect and secretary-treasurer.

The Chapter Presidents Council shall meet annually in conjunction with the ASET Annual Conference. Any action required or permitted to be taken between the annual meeting of the Council may occur utilizing the latest technology as permitted by law, including but not limited to conference calls, e-mail and fax, with procedures as approved and directed by the Council.

Dual Membership

It is the option of the individual and/or institution to join ASET, an ASET Chapter, or both. An individual or institution is not required to be a member of ASET in order to join a Chapter. Similarly, an individual or institution does not need to join a Chapter in order to be eligible to be a member of ASET. An individual and/or institution may opt to join one or more ASET Chapters.

Chapter Dues and Collection

Each Chapter is empowered to set its member dues structure, which shall be of sufficient level to fund and sustain its operations. However, if the Chapter opts to take advantage of ASET's chapter member enrollment and renewal program, then the Chapter member year must be on the calendar year, with provision for a first-year pro-rated dues structure.

For Chapters taking advantage of the ASET Chapter Member Enrollment and Renewal Program, it is recommended that Chapters establish a two-tiered dues structure for each of its member classes. Tier one would be applicable to individuals and institutions that opt to hold dual membership in ASET and the Chapter. The second tier would be applicable to individuals and institutions opting to become a member only of the Chapter. Under the tier one dues structure, the individual and institution would be assessed a lower dues rate compared to individuals and institutions opting to just join at the chapter level, thus providing an economic incentive to join both the national and the chapter organization.

ASET Chapter Member Enrollment and Renewal Program

ASET's member database, internet4associations, has the capability of adding chapters as contact types – and chapter dues -- to the individual and institutional membership applications. The database has the flexibility of setting up chapters as an optional rather than mandatory membership. The database also can accommodate a variable dues rate for each chapter contact type, rather than requiring that all chapters have the same dues rate. Dues payment history is segmented by national dues and chapter dues, so the amount of new and renewal dues collected for each chapter contact type can easily be reported.

To help grow chapter membership, and to eliminate some of the administrative burden on the part of chapters to bill and collect for member dues, when a chapter has been officially chartered by ASET, the Society will add that chapter and its dues rates to the Society's new Active, Associate, Student and Institutional membership applications. Individuals and Institutions submitting new ASET member applications will have the option to join a chapter at the time of application submission. For individuals who joined both ASET and a chapter, ASET's dues renewal notices will be modified to bill for both national and the applicable chapter dues. At the time of renewal, members will have the option to renew their ASET membership only, their dual membership, or their chapter only membership. Upon renewal, members also will have the opportunity to change their chapter membership in the event they relocate to a region outside of the chapter territory. (For individuals opting to renew only their chapter membership as part of the ASET dues invoicing process and who are affiliated with chapters that have adopted a two-tiered member dues structure whereby individuals joining at the chapter level only pay a larger dues rate, the chapter must recognize that the renewal dues paid for that member year will in all likelihood be at the lower chapter dues rate.)

For Chapters participating in ASET's Chapter Member Enrollment and Renewal Program, ASET will send on a monthly basis, via e-mail, to the Chapter Secretary (or designee) an Excel spreadsheet containing full contact and demographic information, and payment information, of the individuals who have joined the Chapter during that month. Within 30 days of the end of each calendar quarter, ASET will remit to the Chapter Secretary (or designee) payment for all new and renewal Chapter dues collected by ASET for that calendar quarter.

Chapters opting to participate in ASET's Chapter Member Enrollment and Renewal Program are required to file with ASET no later than September 30 of each year their complete dues rate structure for the coming member year in order for ASET to build the correct chapter dues rates into the membership renewal billings.

Chapters participating in ASET's Chapter Member Enrollment and Renewal Program have the option to designate on their chapter membership applications that individuals joining only at the chapter level submit their application and dues payment directly to ASET for processing (either hard copy or online). Chapters opting to have ASET process its chapter-only member applications must work with ASET in the development of those applications to ensure consistency in data requested on the member application forms.

Complete contact and demographic information captured by ASET on the chapter only member application will be included in the Excel spreadsheet e-mailed monthly to the Chapter Secretary (or designee). Dues payments received by ASET from chapter only member applications will be included in the quarterly payments sent to the Chapter Secretary (or designee). The advantage to the chapter of directing that its chapter-only member applications be directed to and processed by ASET is that it eliminates the need for the chapter to maintain a member database and dues payment records, or greatly decreases the amount of labor required on the part of the chapter to maintain its member list. For those chapters that do not have the capability to accept member applications and dues payments online, it also eliminates the need for chapters to obtain and enter into merchant agreements to process charge card transactions and pay merchant processing fees as those fees will be absorbed by ASET.

Chapter Naming

Organizations chartered by ASET as Chapters shall bear the legal name:

[name] Chapter of ASET – The Neurodiagnostic Society.

Note: For organizations already incorporated under a different legal name, they should either file an amendment to their articles of incorporation for the name change (and notify all states in which they are registered (qualified) to do business accordingly, or file for a fictitious name certificate.

A permissible reference to the Chapter name in text is "... the [Name] Chapter of ASET – The Neurodiagnostic Society. An acceptable abbreviation of the Chapter name in text is (2-letter state abbreviation)ASET Chapter.

Example:

Florida Chapter of ASET – The Neurodiagnostic Society

Acceptable Abbreviation:

FLASET Chapter (Note: the word "Chapter" must always appear with the acronym)

Example:

Minnesota Chapter of ASET – The Neurodiagnostic Society

MNASET Chapter

Separateness between ASET and Chapters

ASET and its chapters generally will be considered separate entities by the courts and the IRS as long as neither organization controls the affairs of the other and demonstrates other separateness. In general, the IRS has taken the position that the activities of a separately incorporated chapter cannot ordinarily be attributed to its parent organization unless the facts provide "clear and convincing evidence that

the chapter is in reality an arm, agent or integral part of the parent." Certain common-sense steps are to be taken to preserve the separateness between ASET and the Chapters, including: (a) avoid overlap of individuals serving on both the ASET board and the chapter board; (b) maintain separate corporate records, file separate IRS returns, have separate bank accounts, and have separate office space; (c) address the use of trademarks and other intellectual property; (d) properly manage the manner in which communications and activities are attributed, so that it can be clearly understood which entity is responsible for the communication or activity.

Maintaining separateness also applies to websites. Chapter websites are not to be notably similar to ASET's web pages in design and appearance. The casual visitor to a Chapter's website should be able to easily recognize that the page being viewed is for an organization separate from ASET.

Chapter Tax Filings and Liability

Chapters are responsible for their own IRS filings, for paying their own tax on any Unrelated Business Tax Income (UBTI), and for any state tax filings. While a Chapter may opt to be included in ASET's group nonprofit tax exemption filing rather than file directly with the IRS for recognition of its tax-exempt status, the group exemption does not change the filing requirements for the Chapter.

Each chapter must file Forms 990 (or equivalent). Effective with the 2010 tax year filings, which will be made in 2011 and later, Chapters with annual gross receipts of \$200,000 or more and total assets of \$500,000 or more will be required to file the "long" Form 990. Chapters with annual gross receipts of more than \$50,000, but less than \$200,000, and with total assets less than \$500,000, may choose to file the long form, but can choose to file the shorter Form 990-EZ instead. Chapters with annual gross receipts normally equal to or less than \$50,000 can choose to file either Form 990 or Form 990-EZ, but they can also choose to file a Form 990-N "postcard" return electronically. Previously, only nonprofits with annual gross receipts normally equal to or less than \$25,000 could file the "e-postcard" Form 990-N.)

Appendix-A Petition for Chapter Formation

PETITION FOR CHAPTER FORMATION

The undersigned, being all members in good standing of the petitioner, apply for permission to form an ASET Chapter, to be named _____, for the territory encompassing:

(state/regional boundaries)

We attach the following, by which we ask the ASET Board of Trustees to approve our chapter affiliation with ASET.

1. Statement of purpose for forming or operating as a chapter
2. Copy of Articles of Incorporation ready for filing (for organizations in development) or a copy of a Certificate of Incorporation for neurodiagnostic societies already established
3. Copy of chapter bylaws
4. Completed Chapter Data Sheet
5. Chapter application fee in amount of \$90 payable to ASET – The Neurodiagnostic Society

Print Name

Signature

Date

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Appendix-B Chapter Affiliation Agreement

CHAPTER AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the “Agreement”), is made this ____ date of ____, 20__, by and between ASET – The Neurodiagnostic Society (“Association”), a 501(c)(6) nonprofit corporation, with its principal place of business at 401 East Bannister Road, Suite A, Kansas City, MO 64131-3019, and _____ (“Chapter”), a 501(c)(6) nonprofit corporation, with its principal place of business at _____.

WHEREAS, Association is a national nonprofit corporation whose primary function is to provide leadership, advocacy and resources that promote professional excellence and quality patient care in neurodiagnostics;

WHEREAS, Chapter is a (local, state, regional) nonprofit corporation desiring to be affiliated with Association and whose primary function is to advance the same function as the Association in (Territory that Chapter Services);

AND WHEREAS, the Association and Chapter wish a relationship which will encourage collaboration, communication, and a positive, mutually beneficial and supporting working association;

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

- I. Grant of Charter to _____ Chapter.
 - A. Charter. ASET hereby grants to Chapter a non-exclusive charter to be a chapter of Association. In accordance therewith, Chapter is authorized to use the name “_____ Chapter of ASET – The Neurodiagnostic Society”, and logo of Association in or in connection with Chapter’s name, acronym and logo, with the authority to use such marks in connection with the Chapter’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by Association, and as provided by law.
 - B. Terms and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by Association or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender.
 - C. Territory. Chapter shall represent Association as Association’s affiliate in _____ (the “Territory”), pursuant to and in accordance with Association’s mission and purposes as set forth in Association’s Articles of Incorporation and Bylaws or as otherwise established by Association’s Board of Trustees. Chapter acknowledges that this designation is non-exclusive in the territory and that Association may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.
 - D. Authorized Activities. Association specifically authorizes Chapter to conduct the following activities within the Territory: (a) promote and provide continuing education in neurodiagnostic technology; (b) encourage and assist in the advancement of science and technical standards of neurodiagnostics; (c) protect and preserve both the patient and public trust in the neurodiagnostic technologist; (d) promote increased awareness of neurodiagnostics; (e) accept members; (f) function as a professional association with member services that provide for professional and personal development; (g) develop and maintain the essentials to perpetuate the Association and the Chapter and their objectives, and such other activities as may be consistent with the mission and purposes of Association and in which Association may from time to time authorize Chapter to engage.

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II. Membership

Members of Chapter do not have to be members of Association. The terms and conditions of membership in Association shall be determined exclusively by Association. The terms and conditions of membership in Chapter shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws. All Association membership dues, and all chapter dues from individuals who also are members of the Association, shall be collected directly from members by Association. Association shall thereafter remit Chapter dues to Chapter. All dues from individuals who are not also members of Association, shall be collected directly from members by Chapter unless Chapter enrolls in the Association's Chapter Member Enrollment and Renewal Program.

III. Obligations of Association.

Association's obligations under the Agreement shall include:

- A. Permit the Chapter to use the Association name in the name of the chapter and use of the Association name and logo in accordance with the terms specified in this agreement
- B. For individuals joining both Association and Chapter, and for individuals renewing joint Association and Chapter membership, collect Chapter dues and remit chapter dues collected within 30 days of the end of each calendar quarter
- C. Maintain a database of members for which Chapter dues have been collected by Association
- D. Maintain the Chapter as part of Association's IRS group exemption if it opts to participate in the group exemption filing
- E. Dedicate support staff to maintain and enhance the Association's relationship with Chapter
- F. Provide education, training, information, tools and consultation that enable Chapter leaders to:
 1. Plan and deliver Chapter education and networking events
 2. Communicate with Chapter members
 3. Recruit, advance and retain Chapter members
 4. Manage the business affairs of the Chapter
- G. Include Chapter in Association's IRS group exemption as long as Chapter maintains the terms of this Agreement
- H. Include Chapter in Association's umbrella Directors & Officers Liability Insurance policy. [The cost of insuring the Chapter over and above the cost of insuring Association itself may be charged to the Chapter.]
- I. Process membership renewals and collection of Chapter dues for those members that hold dual membership in Association and Chapter
- J. Promotion of Chapter visibility, membership and programs via postings on Association website (listing of Chapter contact information, posting of Chapter educational events and membership meetings)
- K. Link from Association website to Chapter web site
- L. Provision of one Microsoft Outlook email account to conduct Chapter business (email address would read "[name]_Chapter@aset.org and would be automatically forwarded to the Chapter member designated to receive Chapter inquiries.
- M. One free rental of ASET membership labels or e-mail addresses per year (additional rentals of ASET labels and e-mail addresses available at 50 percent discount)
- N. Two free broadcast emails annually to Chapter members to promote educational events (Chapter must provide content of messages)

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- O. Three free Association webinar recordings annually and 25 percent discount on additional recordings for use in Chapter education programming
- P. Chapter eligibility for Knott Lecture program
- Q. Chapter eligibility to host (co-sponsor) Education Seminar series
- R. Chapter representation and participation in Chapter President Council
- S. Eligibility for Chapter Service Award to be presented to an outstanding Chapter each year

IV. Obligations of Chapter

Chapter's obligations under this Agreement shall include:

- A. Corporate and Tax Status. Chapter warrants that it is incorporated as a nonprofit corporation in good standing, that it will remain in good standing, and is and shall remain exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code.
- B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of its charter as a chapter of Association, Chapter heretofore provided to Association, and Association provided its approval to, the Articles of Incorporation and Bylaws of Chapter. Such Chapter Bylaws are, and shall remain, consistent in all material respects with the Model Chapter Bylaws attached hereto and incorporated by reference herein. Any amendments to Chapter's Articles of Incorporation or Bylaws must first be submitted to, and approved by, Association. Chapter shall have as among its purposes those set forth in the Model Bylaws attached hereto, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in Association's Bylaws and all other chapter-related policies, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by Association (which are incorporated by reference herein).
- C. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate report and tax filings, that may affect its corporate or tax status.
- D. Record-keeping, Reporting and Inspection. Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to Association copies of its Articles of Incorporation, Bylaws and tax exemption determination letter from the Internal Revenue Service (if not included in Association's group exemption letter), as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to Association summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of Association and at Association's expense, Chapter shall permit Association or Association's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. Alternatively, Chapter shall send to Association copies of such records.
- E. Bank Account. Chapter must obtain its own Employer Identification Number and establish and maintain its own bank account(s).
- F. IRS Information Returns. Each year, Chapter must timely file an information return (Form 990, Form 990-EZ, or Form 990-N) with the IRS and make all other required

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corporate and tax filing for maintenance of its status as a tax-exempt, nonprofit organization.

- G. Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and services that further the purposes and objectives of Association, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through Association in support of such programs and activities. Chapter shall send to Association on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. Association may, in its sole discretion, send representatives to observe such programs and activities.
- H. Government Affairs Efforts. Chapter shall endeavor to conduct government affairs efforts within the Territory consistent with the purpose and objectives of Association. In performing this function, Chapter shall work with Association in order to ensure consistency in these efforts.
- I. Other Obligations.
 - a. Maintain a minimum of twenty members annually, not including student memberships.
 - b. Provide, at a minimum, the following services and programming annually:
 - i. Plan and conduct one education event (this event may be held jointly with another Chapter)
 - ii. Set goals and implement a program to recruit members
 - iii. Two communications (online, email, or printed) with Chapter members
 - iv. Maintain a Chapter website
 - v. Information (online or printed) that enables Chapter members to gain access to the benefits of membership and participate in Chapter activities
 - vi. An annual business meeting of the membership
 - c. The Chapter president must attend the annual Chapter Presidents Council meeting held each year in conjunction with the Association Annual Conference. (Due to funding and time constraints, attendance by proxy is allowed.)
 - d. Provide the following reports of its activities on a timely basis:
 - i. Annual Chapter financial statements
 - ii. Listing of elected and appointed Chapter leaders (annually and updated as needed)
 - iii. Annual Chapter report (in a standard reporting format provided by Association)
 - e. Maintain a multi-year plan for Chapter growth, financial stability, and value/service to members
 - f. Complete the nomination and election process of Chapter officers and directors in accordance with the procedures specified in the Chapter Bylaws

V. Intellectual Property and Confidential Information

- A. Limited License. In accordance with Association's non-exclusive grant to Chapter to be a chapter of Association in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "_____", acronym "_____", logo of Association and other Association trademarks, service marks, trade names and logo (hereinafter collectively referred to as the "Marks"), (ii) Association's membership mailing and electronic mail list with respect to past, current or prospective members of Association located within the Territory subject to the Association's obligations specified herein (hereinafter collectively referred to as the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by Association to Chapter during the Term of this Agreement (hereinafter referred to as

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the "Proprietary Information" (the Marks, Mailing List and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authorization to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by Association.

- a. The Intellectual Property is and shall remain at all times the sole and exclusive property of Association. The Intellectual Property may be used by Chapter of Association if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by Association. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by Association. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by Association in its sole discretion.
 - b. Association's logo may not be revised or altered in any way, and must be displayed in the same form as produced by Association. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of Association.
 - c. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without Association's express prior written approval. Chapter shall not sell or trade the Intellectual Property without Association's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of Association, discredits Association or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between Association and Chapter, including but not limited to the fact that Chapter is a separate and legal entity from Association.
 - d. Chapter shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express written prior approval of Association.
 - e. In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and other any guidelines that Association may prescribe.
 - f. Association shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. Association reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
 - g. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of use of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.
- B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use by

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themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VI. Relationship of Parties

Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the other party, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that Chapter is an agent of Association.

VII. Indemnification

Chapter shall indemnify, save and hold harmless Association, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to Association of costs and expenses as they occur. Chapter shall promptly notify Association upon receipt of any Claim and shall grant to Association the sole conduct of the defense to any Claim. The provision of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter

- A. Revocation of Charter. The charter granted by Association to Chapter hereunder shall remain in full force and effect unless and until revoked by Association or surrendered by Chapter in accordance with the provisions of this Agreement. Association, through its Board of Trustees, shall have the authority to revoke the charter of Chapter if the Board of Trustees determines that the conduct of Chapter is in breach of any provision of this Agreement. Any decision by Association to revoke Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; provided, however, that Association shall provide Chapter with ninety (90) days from the date of such notice to cure any alleged breach of this Agreement. In the event that Association determines, in its sole discretion, that Chapter has not corrected the condition leading to Association's decision to revoke Chapter's charter, Association shall so notify Chapter in writing. Association's decision shall become final unless, within ninety (90) days of its receipt of written notice from Association, Chapter delivers to Association a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the Board of Trustees of Association pursuant to the applicable rules or procedures prescribed by Association's Board of Trustees. The decision of Association's Board of Trustees upon

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such appeal shall be final and not subject to further appeal. *(Note: possible reasons for why a charter may be revoked is failure to comply with the annual reporting requirements, inactivity of the chapter for two consistent years, undertaking activities that could jeopardize the non-profit status of the chapter.)*

- B. Surrender of Charter. Chapter may surrender its charter by delivering to Association written notice of its intention to do so no less than one ninety (90) days prior to the effective day of such surrender.

IX. Miscellaneous

- A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further for future right under this Agreement.
- D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Missouri. Neither party shall have any right to bring an action relating to this Agreement to a court of law except insofar as to enforce the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.
- E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Missouri. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction within the State of Missouri. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Missouri.
- F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, terrorism, and acts in compliance with any applicable law, regulation or other (whether valid or invalid) of any governmental body.

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- L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice to the following addresses or facsimile numbers.

If to Association: ASET – The Neurodiagnostic Society
402 East Bannister Road, Suite A
Kansas City, MO 64131-3019
Attn: Executive Director
Facsimile: 816.931.1145

If to Chapter: _____

Attn:
Facsimile:

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

ASET – The Neurodiagnostic Society
By:
Name: Arlen Reimnitz
Title: Executive Director

(Name of Chapter)
By:
Name:
Title:

Appendix C-Chapter Bylaws

MODEL CHAPTER BYLAWS

ARTICLE I GENERAL

Section 1. Name. The name of this organization is [_____ Chapter of ASET – The Neurodiagnostic Society], hereinafter called the “Chapter.”

Section 2. Objectives and Purposes. The objectives and purposes of the Chapter are to:

- A. Promote and provide continuing education in neurodiagnostic technology;
- B. Encourage and assist in the advancement of science and technical standards of neurodiagnostics
- C. Protect and preserve both the patient and public trust in the neurodiagnostic technologist;
- D. Promote increased awareness of neurodiagnostics
- E. Function as a professional association with member services that provide for professional and personal development;
- F. Develop and maintain the essentials to perpetuate the chapter and its objectives.

Section 3. Territory and Location. The chapter will operate and serve members within the territory of [GEOGRAPHIC DESCRIPTION]. Its Principal Office will be located in such place as determined by the Chapter’s Board of Directors.

Section 4. Restrictions. All policies and activities of the Chapter are consistent with:

- A. applicable federal, state and local antitrust, trade regulations or other requirements; and
- B. applicable to tax-exemption requirements, including the requirements that the Chapter not be organized for profit and that no part of its net earnings inure to the benefit of any private individual.

No outside commercial interest and no political party nor candidate for public office shall be endorsed or supported, directly or indirectly, by the Chapter, nor shall the Chapter name, nor the name of any officer in his or her official capacity in the Chapter be made available for the benefit or detriment of any outside commercial interest, political party, or candidate for public office.

Section 5. Fiscal Year. The fiscal year of the Chapter shall be [DESIGNATE].

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ARTICLE II MEMBERSHIP

Section 1. Classification. There shall be [NUMBER] classifications of membership: [IDENTIFY CLASSES, e.g., Active, Associate, Student, Corporate, and Honorary].

Section 2. Qualifications and Privileges.

- A. [ACTIVE] members shall be individuals whose primary employment or training is in clinical practice, research, education or management in neurodiagnostics. [ACTIVE] members who pay applicable dues established by the Board of Directors shall be entitled to all membership privileges including the right to vote, and to hold office and committee appointment.
- B. [ASSOCIATE] members shall be individuals who are supportive of the mission of the Chapter but who do not qualify for membership under other member categories. [ASSOCIATE] members shall be entitled to all membership privileges including the right to hold committee appointment, but shall not be eligible to vote or hold elected office.
- C. [STUDENT] members shall be enrolled full-time in a formal training program for neurodiagnostics, not including on-the-job training. Such persons may qualify for student membership for the length of their educational program. Students shall be entitled to all membership privileges including the right to hold committee appointment, but shall not be eligible to vote or hold elected office.
- D. [CORPORATE] members shall be organizations, corporations, or institutions interested in financially supporting the Chapter. Corporate members shall be entitled to all membership privileges including the right to hold committee appointment, but shall not be eligible to vote or hold elected office.
- E. [HONORARY] members shall be individuals who have received unanimous approval by the Board of Directors in recognition of their outstanding contribution to the neurodiagnostic profession. Honorary members shall be excluded from voting, holding elected office, and serving as committee members.

Section 3. Payment of Dues. Any individual eligible for membership may become a member upon completion of application and payment of dues as established by the Board of Directors. Honorary members shall be exempt from paying dues.

Section 4. Resignation. Any member may resign by submitting a written resignation. Resignation does not relieve a member from liability for the

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full annual dues or other obligations accrued and unpaid as of the date of resignation.

- Section 5. Expulsion. A member is automatically expelled without action of the Board of Directors for failure to pay applicable dues for more than [NUMBER] days after the date they are owed, or failure to meet the eligibility requirements for membership, effective the date the member's unpaid dues were due. A member may be expelled by the Board of Directors for other reasons if the member is provided with advance written notice including the reason for the proposed expulsion, an opportunity to contest the proposed expulsion in writing or in person before the Board of Directors, and final written notice of the Board's decision.

ARTICLE III MEMBERSHIP MEETINGS AND VOTING

- Section 1. Annual Membership Meetings. An annual membership meeting of the Chapter shall be held each calendar year, at a time and place determined by the Board of Directors.
- Section 2. Special Meetings. Special meetings of the Chapter shall be called at such time and place as the Board of Directors may select and shall be called upon a petition of [NUMBER] members in good standing within thirty (30) days after receipt by the President of such petition.
- Section 3. Notice. Notice of membership meetings is provided to voting members at least [NUMBER] days before the meetings by postal or other delivery, facsimile, e-mail, or any other electronic means.
- Section 4. Voting. Whenever the members must vote on a matter under these Bylaws or otherwise, this section will apply. Voting at membership meetings may be in person [OR BY PROXY] with each voting member having a single vote. A majority of the members voting in person [OR BY PROXY] where a quorum is present carries an action. Members may vote without a meeting in elections or on any matter presented by the Board of Directors where the votes are submitted in writing by postal or other delivery, facsimile, e-mail, or any other electronic means and [WHERE A QUORUM PARTICIPATES. *or* THE QUESTION SHALL BE DETERMINED ACCORDING TO THE MAJORITY OF VOTES RECEIVED.]
- Section 5. Quorum. Voting members who are present at the annual membership meeting or any special meeting shall constitute a quorum for the transition of business. Once a member is present at a meeting, that member is deemed present for quorum purposes for the remainder of the meeting.

ARTICLE IV OFFICERS

- Section 1. Officers. Officers of the Chapter shall be a President, [President-Elect *or* Vice President], Secretary, Treasurer, [Past-President] and any other

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Officers as determined by the Board of Directors. The offices of Secretary and Treasurer may be combined and held by the same person at the discretion of the Board of Directors. However, the office of President shall not be held by the same person who holds the office of Secretary or Treasurer (or both).

Section 2. Duties. The duties of the Officers shall be defined as follows:

- A. The President shall be the Chief Executive Officer of the Chapter. The President shall preside at all meetings of the Chapter and of the Board of Directors. The President shall appoint the chairperson of all committees, except the Nominations Committee, subject to approval of the Board of Directors. The President shall designate members of the Board of Directors to act as board liaison for all committees.
- B. The [President-elect *or* Vice President] shall preside at the meetings of the Chapter and of the Board of Directors in the absence of the President. In the event of the disability of the President, the [President-elect *or* Vice President] shall become acting President with all the powers of the President. If there is no [President-elect *or* Vice President] in office in the event of the disability of the President, succession shall proceed as defined in Section 4. The [President-Elect *or* Vice President] shall perform such other duties as the President or Board of Directors may assign.]
- C. The Secretary shall keep the records and papers of the Chapter and shall keep the minutes of all meetings of the Chapter and of the Board of Directors. The secretary shall perform such other duties as the President or Board of Directors may assign.
- D. The Treasurer shall collect the annual dues of all members who are not also members of ASET, and shall keep account for the Chapter. The Treasurer shall have custody of the funds of the Chapter, and shall be authorized to open a bank account in the name of the Chapter. The Treasurer shall be required to submit an annual accounting and proposed budget, both of which shall be approved by the Board of Directors and shall be presented in printed form and available to all members at the annual meeting. The Treasurer shall secure a fidelity bond at the expense of the chapter, the limits of which shall be fixed by the Board of Directors and reviewed as necessary. The Treasurer shall perform such other duties as the President or Board of Directors may assign.
- E. [The Immediate Past-President shall assume the responsibilities of Parliamentarian and Archivist. The Immediate Past-President shall be familiar with *Roberts' Rules of Order Newly Revised* and shall assist the President in the orderly conduct of all meetings of the Chapter. The Immediate Past-President shall interpret all questions of procedure and Bylaw construction. The Immediate

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Past-President shall collect and maintain all records, publications, and papers of historical significance to the Chapter.]

- Section 3. Composition and Election. Officers of the Chapter must be [ACTIVE] members in good standing of the Chapter. Officers are elected by a majority of the members voting where a quorum is present. The Board of Directors sets forth the procedures for how candidates are nominated and elected and in accordance with Article VI, Section 2.
- Section 4. Terms. Officer terms shall be [NUMBER] years in duration, as determined by the Board of Directors in advance of such terms being served. Terms of office shall commence with installation as the first order of business under new business at the annual membership meeting. Officers shall serve until his or her successor is duly elected and qualified. The [president-elect or vice president] shall automatically succeed to the office of president. [The out-going president becomes the past-president, who shall serve for a period of one (1) year.] An Officer may not serve more than [NUMBER] successive terms in the same office.
- Section 5. Vacancies. In the event that a vacancy occurs in the office of president, the [President-elect or Vice President] shall automatically succeed to the presidency and the office of [president-elect or vice president] shall remain vacant until the next scheduled balloting for Chapter officers. The [president-elect or vice president] shall subsequently serve his or her [NUMBER OF YEARS] term of office as president. In the event that the President becomes unable to serve in a year when there is no [President-elect or Vice President] in office, the Board of Directors shall appoint an interim President, selected from the current Board of Directors, to serve the remainder of the term. Vacancies among the other Officers are filled, for the balance of the term of office, by the Board of Directors. The fulfillment of a vacancy does not constitute a term.
- Section 6. Removal or Resignation. An Officer may be removed by (a) two-thirds of the members voting where a quorum is present, or (b) three-quarters of the full Board of Directors, with the Officer proposed to be removed not voting. If the Officer proposed to be removed is provided with advance written notice, including the reason for the proposed removal, the Officer must have an opportunity to contest the proposed removal in writing or in person, and be given final written notice of the removal decision. An Officer may resign at any time by providing written notice to the Board of Directors. Any removal or resignation of a person as an Officer automatically results in that person's removal or resignation from the Board of Directors.
- Section 7. Compensation. Officers do not receive compensation for their services but may be reimbursed for expenses.

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ARTICLE V BOARD OF DIRECTORS

- Section 1. Directors. The affairs of the Chapter are managed by its Board of Directors. It is the Board of Directors' duty to carry out the objectives and purposes of the Chapter, and to this end the Board of Directors may exercise all powers of the Chapter. The Board of Directors is subject to the restrictions and obligations set forth in these Bylaws.
- Section 2. Composition and Election. The Board of Directors is composed of the elected Officers of the Chapter and [NUMBER] additional Directors elected by the membership. Directors must be [ACTIVE] members in good standing of the Chapter. Directors are elected by ballot of the members qualified to vote. The Board of Directors sets forth the procedures for how candidates are nominated and elected and must be in accordance with Article VI, Section 2.
- Section 3. Terms. Director terms shall be [NUMBER] years in duration. Directors may serve [NUMBER] successive terms. Terms of office shall commence with installation as the first order of business under new business at the annual membership meeting. For the initial directors, [NUMBER] shall be elected to serve a [NUMBER] year term, [NUMBER] shall be elected to serve a [NUMBER] year term, and [NUMBER] shall be elected to serve a [NUMBER] year term in order to implement thereafter staggered terms of office.
- Section 4. Vacancies. Vacancies among Directors are filled, for the balance of the term, by a vote of the Board of Directors.
- Section 5. Meetings and Voting. Whenever the Directors must vote on a matter under these Bylaws or otherwise, this section will apply.
- (a) Meetings of the Board of Directors are called by the President. The meeting shall be called by the President or the Secretary on the written request of [NUMBER] Directors. Meetings may be held telephonically or electronically as long as each Director can hear the others.
 - (b) A majority of Directors forms a quorum; a majority of votes is required to carry a matter where a quorum is present. Proxy voting by Directors is not permitted.
 - (c) Directors may take vote without a meeting on any matter where all directors eligible to vote participate and the votes are submitted in writing by postal or other delivery, facsimile, e-mail, or any other electronic means. An action taken by such a vote is memorialized by a written consent, which is signed by all Directors, and describes the action taken and authorized. **[Note: most States will allow voting by written consent only if all directors vote in favor of the resolution. Please check with the requirements of the State in which you do business as to what is allowed when voting without a meeting.]**

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- Section 6. Removal. A Director may be removed by (a) two-thirds of the members voting where a quorum is present, or (b) three-quarters of the full Board of Directors, with the Director proposed to be removed abstaining from voting. If the Director proposed to be removed is provided with advance written notice including the reason for the proposed removal, the Director must have an opportunity to contest the proposed removal in writing or in person, and final written notice of the removal decision. A Director may resign at any time by providing written notice to the Board of Directors. Any removal or resignation of a person as a Director, where such person is also an Officer of the Association, automatically results in that person's removal or resignation as an Officer.
- Section 7. Compensation. Directors do not receive compensation for their services but may be reimbursed for expenses.

ARTICLE VI COMMITTEES

- Section 1. Executive Committee. There shall be an Executive Committee composed of the Officers, which shall have all the powers of the Board of Directors to transact business between Board of Directors meetings in accordance with rules established by the Board of Directors. Actions required between Board of Directors meetings shall be ratified at the next meeting of the Board of Directors.
- Section 2. Nominations Committee. Nominations for President [if Vice President does not automatically succeed to office of president], [President-elect or Vice President], Secretary, Treasurer, and Directors shall be made by the Nominations Committee. The Nominations Committee chair shall be appointed by the Board of Directors and the committee shall consist of no less than [NUMBER] members. The chair's term of office is a [NUMBER] year term staggered between officer elections. Members of the Nominations Committee must be [MEMBER CLASSIFICATIONS] members in good standing and are selected by the chair and subject to the approval of the Board of Directors. The terms of the committee members shall co-inside with the term of chair.
- A. The Nominations Committee shall receive nominations from the membership and identify [ACTIVE] members who are qualified to serve and who demonstrate leadership characteristics, as candidates for vacancies occurring for offices and Board of Directors.
 - B. Candidates for office shall have completed at least (NUMBER) continuous years of membership. Membership status of each candidate must be current and continuous for the required number of years measured retrospectively from the nomination application deadline.
 - C. The Nominations Committee shall report their selections to the President no later than sixty (60) days prior to the election. Names of all nominees shall be published and disseminated to each voting member no later than thirty (30) days prior to the

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election. The names of all properly nominated candidates shall appear on the Official Ballot. Write-in votes shall be permitted. The candidate receiving the highest number of votes for each elected position shall be declared to be elected. All elections shall be held prior to the annual membership meeting except those elections held to fill vacancies which occur between annual meetings. Elections may be held by any means permitted by law. Tie votes shall be broken by the drawing of lots.

- Section 3. Other Committees. Committees may be established from time to time as appropriate and approved by the Board of Directors. Chairpersons of committees shall be appointed by the President, with approval by the Board of Directors, and shall be responsible to the Board of Directors.
- A. The chairperson of each committee shall preside at all committee meetings, shall appoint members to the committee subject to the approval of the President, and shall render a report to the membership at each annual meeting of the Chapter. The Vice-Chairperson appointed by the Chairperson shall serve as Secretary at each committee meeting.
 - B. The Board of Directors shall define the function of each committee. Vacancies occurring in the membership of the committees shall be filled by appointment by the chairperson of said committee for the unexpired term, subject to the approval of the President, except vacancies which occur on the Nominations Committee, which vacancies shall be filled by the Board of Directors.
 - C. The terms of committee appointments shall correspond to the presidential term, unless a specific term is otherwise approved by the Board of Directors.
 - D. The President shall be empowered to appoint task forces, with approval by the Board of Directors, to supplement the activities of any committee.

ARTICLE VII AMENDMENTS

- Section 1. These Bylaws may be amended at any annual or special meeting of the membership, provided that at least thirty (30) days notice of any proposed amendment is provided to the members in writing by postal or other delivery, facsimile, e-mail, or any other electronic means.
- Section 2. Any amendment to the Bylaws must be approved by two-thirds (2/3) vote of the members qualified to vote present at the annual or any special meeting of the membership properly called and constituted.
- Section 3. These Bylaws may be further amended at any annual membership meeting, properly constituted, upon the unanimous vote of all

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members duly qualified to vote without the necessity for prior notice of the proposed amendment.

ARTICLE VIII PARLIAMENTARY AUTHORITY

The rules contained in *Roberts' Rules of Order Newly Revised* shall govern all meetings in all cases in which they are not inconsistent or in conflict with these Bylaws.

ARTICLE IX CONTRACTS

The Board of Directors may authorize any Director, Officer, agent or employee to enter into or execute any contract on behalf of the Chapter. However, without such authorization, no person has the power or authority to bind the Chapter under any contract or agreement, to pledge the Chapter's credit, or to render the Chapter liable for any purpose or amount.

ARTICLE X CONFLICT OF INTEREST

The Board of Directors shall adopt a conflict-of-interest policy and annual disclosure process that applies to all Officers and Directors of the Chapter.

ARTICLE XI INDEMNIFICATION

The Chapter shall indemnify all officers, employees, and agents of the Chapter to the full extent permitted by the General Laws of [STATE], and shall be entitled to purchase insurance for such indemnification to the full extent as determined from time to time by the Executive Committee of the Chapter. Exception is made in such cases where the indemnified individual is adjudged guilty of willful misfeasance or malfeasance in the performance of duties. The right of indemnification shall be in addition to and not exclusive of all other rights to which such indemnified individual may be entitled.

ARTICLE XII DISSOLUTION

Upon the dissolution of the Chapter, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Chapter, shall dispose of all of the remaining assets of the Chapter exclusively for the purposes of the Chapter in such manner, or to such organization or organizations as shall at the time qualify as a tax-exempt organization or organizations recognized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue statute, as the Board of Directors shall determine.

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Appendix D-Chapter Data Sheet

CHAPTER DATA SHEET

This completed form is to be submitted along with your Petition for Chapter Formation.

1. Chapter Name:
2. Territory Covered:
3. Preferred Mailing Address for Chapter:
4. Preferred Telephone Number for Chapter:
5. Preferred Email address for Chapter Inquiries:
6. Chapter web address:
7. Member Classes/Dues Structure:

Member Class:	_____	_____	_____	_____
Annual Chapter Dues (if member of both ASET and Chapter)	\$	\$	\$	\$
Annual Chapter Dues (if member of Chapter only)	\$	\$	\$	\$
First year- prorated Chapter Dues:				
Jan. – March				
If member of both ASET and Chapter	\$	\$	\$	\$
If member of chapter only	\$	\$	\$	\$
April – June				
If member of both ASET and Chapter	\$	\$	\$	\$
If member of chapter only	\$	\$	\$	\$
July – Sept.				
If member of both ASET and Chapter	\$	\$	\$	\$
If member of Chapter only	\$	\$	\$	\$
Oct. – December of following year				
If member of both ASET and Chapter	\$	\$	\$	\$
If member of Chapter only	\$	\$	\$	\$

8. Attach roster (including name, complete mailing address, primary telephone number, and email address) of officers and all members of board of directors. Include the beginning and ending dates for each individual's term of office, e.g., Term of Office: May 2010 to May 2012.
9. Provide name and complete contact information for (a) the individual who is to receive chapter rebate checks from ASET, and (b) the individual who is to receive notices of new members joining, chapter member rosters and mailing lists, etc.
10. Including information on any upcoming meetings or events sponsored by your chapter that you would like to have posted on the ASET website Calendar of Events, i.e., Title/Name of event, starting and ending dates, location where event will take place, brief description of event, contact information for more information)

