

**Agreement for Organization A and Organization B
2015 Joint Meeting
October 17 – 21, 2015**

The purpose of this Agreement is to set the terms and conditions for the combined meeting of the Organization A and ORGANIZATION B scheduled for October 17 – 21, 2015 at the Minneapolis Hyatt Regency Hotel and the Minneapolis Convention Center in Minneapolis, MN.

Program Content

Subject matter for the combined meeting will be determined by a Joint Committee comprised of ORGANIZATION B, ORGANIZATION A and ASVCP members. Expenses for planning committee members and staff travel and expenses to participate in any face-to-face planning meetings/teleconferences are to be paid by their respective Societies.

ORGANIZATION B Responsibilities

ORGANIZATION B Responsibilities will include providing speakers, lending its name and logo to meeting publications and materials, promoting the event, contracting for and managing the exhibits portion of the website, serving as point of contact for the general services contractor, sharing in on-site meeting arrangements and events logistics, reproducing course materials for courses sponsored by the ORGANIZATION B, as necessary, and paying vendors. ORGANIZATION B will collect revenue from the exhibitors to be deposited in a joint bank account held by ORGANIZATION A and ORGANIZATION B.

Chart of Responsibilities

ORGANIZATION B	ORGANIZATION A
Lending name and logo for meeting promotions and publications	Lending name and logo for meeting promotions and publications
Providing speakers	Providing speakers
Promoting the event	Promoting the event
Reproducing course materials	Reproducing course materials
Sharing on-site meeting arrangements and events logistics	Sharing on-site meeting arrangements and events logistics
Contracting for and managing the exhibits portion of the website. Serving as the point-of-contact for the general services contractor.	Generate financial statements
Collecting revenue from the exhibitors (deposited to joint bank account) and paying expenses as necessary.	Collect registration revenue (deposited to joint bank account) and paying any expenses as necessary.

Managing exhibits and other components as negotiated between both parties.	Managing meeting registration and other components as negotiated between both parties.
	Arrange for an audit of the meeting finances.

ORGANIZATION A Responsibilities

ORGANIZATION A Responsibilities will include providing speakers, lending its name and logo to meeting publications and materials, promoting the event, collecting registration forms and fees, sharing on-site meeting arrangements and events logistics, reproducing the course materials for courses sponsored by the ORGANIZATION A, as necessary, paying vendors and speakers. ORGANIZATION A will collect registration revenue from attendees for deposit in a joint bank account held by ORGANIZATION A and ORGANIZATION B.

ORGANIZATION A will provide an export of registration information for each attendee to ORGANIZATION B after the meeting to permit ORGANIZATION B to update its member attendance records. ORGANIZATION B will provide the same type of export to ORGANIZATION A for the exhibitor data. The parties shall jointly own all attendee, speaker, and registrations lists, and exhibitor information for the combined meeting.

Joint Responsibilities

ORGANIZATION A and ORGANIZATION B will decide together on the selection of important vendors to the joint meeting. The approved representatives of both organizations shall approve all invoices and sign contracts.

Both organizations will agree on the registration fees for the joint meeting in the range of \$450-\$550 for members including ECVP, ESVCP, and JCVP and \$575-650 for nonmembers at early registration. A separate registration fee is to be decided for trainees and students.

Budget

Budget development and management will be the responsibility of all organizations. Both organizations will be involved in collecting revenue and paying expenses from a joint bank account. A separate and joint bank account will be established for the combined meeting with access by both ORGANIZATION A and ORGANIZATION B. This account will be seeded by money from ORGANIZATION A and ORGANIZATION B on a 60% (ORGANIZATION A) and 40% (ORGANIZATION B) basis. Governing bodies of both organizations will determine the amount of the seed money contributed by each for the joint account. All income will be deposited

into this account and all joint expenses will be paid from this account for management of the joint meeting. Financial statements will be generated on a monthly basis to be reviewed by ORGANIZATION A and ORGANIZATION B. Any joint expenses that are 15% higher than budget and exceed \$5000 will be reviewed and approved by both groups prior to committing to the expense.

Gross and Net Income has the following operational definitions:
“Gross Income” means all income derived from attendee registrations, exhibitors, and other income sources directly related to the management of the joint conference. “Net Income” means Gross Income less the amount of joint_expenses incurred in managing the combined meeting.

Exceptions to joint revenue and expenses include the following:

Individually-Sponsored Pre-Meeting Workshops
ORGANIZATION B CE Courses
NTP Symposium
Individually-Sponsored Post-Meeting Workshops
Board and Committee meetings, receptions, or other functions for individual Societies that are not open to all attendees
Award plaques
Individual monetary awards

Each society shall independently own audio-video recordings, publications, and/or proceedings derived from portions of the program specifically organized by those societies that may be published in their journals or recorded for web broadcast. Materials and manuscripts from general sessions focused specifically on toxicologic pathology may be published by the ORGANIZATION B or used for ORGANIZATION B web-based education activities without additional consent by the ORGANIZATION A. Products of joint programming will be jointly owned.

Additions can be made to this list as agreed-upon by both organizations.

Excess Gain/Loss of Net Income arrived at after all expenses relating to the meeting are met will be divided 60% for ORGANIZATION A and 40% for ORGANIZATION B. Net income will be determined and distributed as soon as possible following the conclusion of the meeting and no later than **90** days after the last day of the meeting.

After the meeting is completed, an audit will be performed by a firm agreed-upon by both parties and the cost of such audit shall be shared equally by the parties.

Marketing

Conference marketing materials including all advertising, promotional, and other conference publications will refer jointly and with equal prominence to ORGANIZATION B, ORGANIZATION A and ASVCP as the co-sponsors of the combined meeting. A graphically consistent look will be agreed upon by both organizations. One website will be designed to promote the 2015 Joint Conference. Links to this website will be provided on each of the organization websites.

Management

Both organizations will designate staff members to assist in the management of the joint meeting as necessary.

Management contracts for both ORGANIZATION A and ORGANIZATION B will be negotiated separately and paid separately by each organization to their respective association management firms. Management fees will not be included in the joint account expenses.

Sponsorships

Sponsorship revenue for ORGANIZATION A, ASVCP, and ORGANIZATION B will be collected by the individual organizations and will not be deposited into the joint bank account. All sponsors will be duly recognized at the Joint Meeting.

Decision Making

ORGANIZATION A and ORGANIZATION B will have equal votes when management decisions are determined. Any new issues that arise prior to the joint meeting, that are not covered by this agreement will be reasonably negotiated between both associations.

Cancellation

Any fees resulting from cancellation or hotel attrition will be shared proportionally (in accordance with paragraph on division of revenue and expenses) by ORGANIZATION B (40%) and ORGANIZATION A (60%).

Termination

ORGANIZATION A and ORGANIZATION B are relying on each other for attendance and hotel rooms at the meeting and it is therefore important to both groups to assure that the other will participate in the meeting. As a result, the ORGANIZATION A and ORGANIZATION B agree that should either the ORGANIZATION A or ORGANIZATION B unilaterally decide not to

hold a combined meeting or cancel their organization's commitment for any reason, the organization making the unilateral decision will notify the other in writing of its intent to cancel and shall be liable for 100% of any and all damages charged by vendors of the meeting. If the canceling party disputes the amount owing, as between the canceling party and non-canceling party, the canceling party is responsible for all reasonable attorney fees related to the disputing claim.

Nondisclosure of Confidential and/or Proprietary Information

Each party recognizes and acknowledges that it will have access to certain confidential and proprietary information of the other party. During or any time after termination of this Agreement, neither party shall, without the other party's authorization, disclose to or use for the benefit of any person, corporation, or other entity, any files or other confidential or proprietary information concerning the business, members, exhibitors, attendees, vendors, customers, methods, operations, financing, plans or services of the other party. Proprietary Information that was the property of a party prior to execution of this agreement remains the property of that party.

Indemnification

Each party shall indemnify, defend and hold harmless the other party, its officers, directors, employees, and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which one party, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the other party, its officers, directors, employees, or agents. The terms of this provision shall survive the termination or expiration of this Agreement.

Notices

Notices and other communications required under this agreement shall be in writing and addressed as follows:

To ORGANIZATION B: NAME
Executive Director
Organization B
1821 Michael Faraday Drive, Suite 300
Reston, VA 20910

To ORGANIZATION A: NAME
Executive Director

Organization A
2424 American Lane
Madison, WI 53704

With a copy to:

Attorney

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written. The two people signing this agreement are the approved representatives of each association.

ORGANIZATION B

NAME
ORGANIZATION B President

ORGANIZATION A

NAME
ORGANIZATION A President