

AFFILIATION AGREEMENT

Between the Institute of Food Technologists
and the Minnesota SECTION IFT

This agreement is made and entered into this 24 Day of March, 2017 between the Institute of Food Technologists (IFT) and the Minnesota Section of IFT (SECTION), including its subsidiary Great Plains IFT (SUBSECTION). SECTION assumes responsibility to ensure SUBSECTION meets all requirements outlined in the agreement. All provisions that apply to SECTION apply equally to SUBSECTION, except Sections 9.A.7, 9.A.10, 9.D, 9.D.1-3, 9.D.9-10, 10 & 11 which apply only to the SECTION

Recitals

IFT is organized to serve the needs and interests of professionals in Food Science and Technology and the general public. From time to time there are needs and interests of such professionals which may best be served by a group organized on a state or regional basis.

SECTION meets all of the current qualifications prescribed by the IFT Board of Directors for formal affiliation with IFT as listed in section 9A below and desires to become formally affiliated with IFT.

IFT will support the efforts of SECTION to promote their common purpose and the profession.

SECTION wishes IFT to assist SECTION in providing educational programs, information, discussion forums, networking, and other services to accomplish their common purpose and enhance the image of the members.

It is in furtherance of their common purpose to promote effective cooperation among members for a well-informed membership, to provide for membership promotion and retention in the best interest of both parties.

Based on mutual consideration the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. AGREEMENT

A. Charter. The Minnesota SECTION IFT (SECTION) is hereby deemed to be affiliated with the Institute of Food Technologists (IFT) by charter as an authorized SECTION of the IFT serving the food science and technology industry and the public, subject to the terms and conditions of this Affiliation Agreement and the applicable Articles of Incorporation, Bylaws and rules of the IFT.

B. Authorized SECTION. The parties acknowledge that Membership in the IFT is achieved **ONLY** by combined membership (unified membership) in both the IFT and in an authorized regional SECTION in a geographic area where the member is based (linked to primary shipping zip code). An individual may not be a member of a Section without first becoming a member of the IFT. For purposes of this Agreement, the Term "authorized Section" shall mean only those regional Sections that have entered into an Affiliation Agreement with the IFT.

C. Membership. Membership types, categories, and statuses are defined in the IFT bylaws and may be changed only by the IFT Board of Directors. Members must belong to the Section in their geographic area (defined by primary shipping zip code) and may belong to additional authorized Sections upon selection and payment of dues for that Section.

2. DATA FILES

A. Electronic Access. IFT will provide a link to access Data Files via the Section Leader Resources Portal. The Data Files may be accessed and downloaded by SECTION officers and appropriate committee chairs and staff ("Authorized Individuals"). Each Authorized Individual must be informed of and agree to the terms of this Agreement. Authorized

Individuals must not share access of the Section Leader Resources Portal or the Data Files with any third party or individual not described in this Agreement.

B. Use The Data Files may be used only as follows:

1. The Membership Data files may be used for the promotion of SECTION and IFT programs and services.
2. The Membership Data files and other similar lists (including the Lapsed Member, New Member, and Member lists) may be used for promotion and administration of programs and services offered by the SECTION.
3. The Data Files may also be used for such other purposes as shall from time to time be agreed upon in writing by the SECTION and the Director of Membership of the IFT.
4. The Member Data files may be used for telephone, facsimile or personal contact initiated by the SECTION. All requests to be removed from any list shall be forwarded to the IFT at info@ift.org.
5. The SECTION must not license rent, sell transmit, disclose or deliver the Data Files or the information contained in the Data Files to any other person, party firm or corporation including other Sections or members. The SECTION may use the list to transmit messages on behalf of or for the benefit of third parties, but lists must not be transmitted directly to these groups. To maintain the security of the information, Data Files must not be emailed.

C. Mail House Services The SECTION may transmit Data Files (mailing information only) to a mail house or other service provider for the purpose of distributing SECTION messages. Prior to the sending of any data or lists, the SECTION must enter into an agreement with the vendor containing provisions for security and confidentiality similar to the terms of this Agreement.

D. Confidentiality and Nondisclosure SECTION shall, during the term of this Agreement and thereafter, maintain the confidentiality of any and all of IFT's confidential or proprietary information or data (collectively "Confidential Information"). Such Confidential Information shall at all times remain the property of IFT and shall be deemed to be furnished to SECTION in confidence and solely in connection with SECTION's obligations under this Agreement. Upon termination of this Agreement for any reason, SECTION shall immediately deliver to IFT all written and electronic documentation of such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by SECTION or its officers, directors, employees or agents. SECTION's obligations under this SECTION 2.D. shall survive the expiration or termination of this Agreement.

3. SCOPE OF SECTION

A. Jurisdiction The SECTION has exclusive jurisdiction over all present or potential members in the food science and technology industry within its geographic region, which shall specifically include zip codes: 540, 547-548, 550-559, 563-569, and 580-588. The SUBSECTION territory shall include the following postal zip codes first three (3) digits: 510-513, 560-562, and 570-579. This right shall not extend to any area outside the designated Territory. The designated territory may be modified at any time by the IFT Board of Directors with input from the SECTION, with sixty (60) days' notice to the Section as other sections achieve or relinquish affiliation with IFT.

B. Right to Modify IFT has the right to assign, modify and/or withdraw the geographical jurisdiction of the SECTION at IFT's discretion upon termination of this Agreement or revocation of SECTION's charter.

4. DUES

A. Categories Proper dues, as determined from time to time, by the IFT Board of Directors must be paid to the IFT by all members and no other types of memberships other than as approved by

the IFT Board may be offered by either party as long as this Agreement is in effect. The SECTION shall establish its own annual SECTION dues schedule and report such schedule along with periodic changes to the IFT by AUGUST 31 annually.

B. Payment. Unless specifically directed to do so in writing by the IFT, the SECTION shall not collect any member dues. All SECTION dues will be collected by the IFT and will be returned to the SECTION within 30 days of collection.

C. Member Benefit. All dues paid and monies raised by the SECTION under this Agreement, or using the IFT, Minnesota SECTION IFT name, trademarks or logos, will be used only for services products or activities which benefit Minnesota SECTION IFT members, the SECTION and/or the IFT. The SECTION will retain and distribute all funds raised by the SECTION while operating under the IFT Charter. Should the SECTION disband, as detailed in the bylaws, SECTION funds may be transferred to the 501(c)(3) entity of the SECTION's choosing.

5. PROGRAMS AND MEMBER BENEFITS

A. Programs and Services. The SECTION shall be responsible for developing programs and services which appeal to its members' interests including, but not limited to, education programs and seminars, suppliers events, mentoring, networking events, etc. SECTION will communicate meeting/event information to members and post event details to calendar on ift.org.

B. Cooperative Activities. It is recognized that a specific program, activity or service designed and initiated by the SECTION may have potential value for use by other authorized IFT Sections. If the originating IFT SECTION wishes to voluntarily make the service or product available to another authorized IFT Section on a cooperative basis, it may do so of its own volition. Payment or profit sharing arrangements, if any, should be worked out between the participating authorized IFT Sections prior to making the services or products available.

C. Joint Marketing. When requested by the IFT, the SECTION shall market and distribute IFT member services, programs and/or activities in cooperation with the IFT providing the SECTION does not incur, or is willing to incur any related expense.

D. Limitations. There shall be no limitation on the IFT or the SECTION which might curtail the creation/distribution of services of value to members or member companies as long as the program/service does not impose, change or modify any provisions contained in the Agreement in any way.

6. SUBSIDIARY RELATIONSHIPS

A. Collaboration. The SECTION may cooperate with complementary organizations to achieve its objectives, but it shall not thereby directly or indirectly circumvent the intent of this Agreement.

B. Visual Branding. No visual graphics provided by the complementary organization for use in joint-venture promotional materials, etc., should assume dominant precedence over that of the IFT or the SECTION, but should appear equal in position as to the other participants.

C. Joint Ventures. All joint-ventures sponsored/endorsed/supported by the SECTION must clearly state they are sponsored/endorsed/supported by the SECTION and/or IFT where applicable.

7. IFT MARKS

A. Limited License. IFT hereby grants a limited license to use the IFT name, logo, and other marks, as specified in Attachment A, in accordance with this Agreement. All uses of the IFT name, logo, or other marks are subject to the prior review and approval of the IFT to ensure appropriate style and quality of its valuable proprietary property.

B. Usage. IFT marks may be used in accordance with the Agreement and the attached Section Visual Identity Guidelines. The SECTION must not use IFT Visual Identity Marks in a manner which, in the reasonable opinion of the IFT, tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation, and the IFT, in its sole discretion, may require SECTION to modify or amend such uses.

C. Rights. SECTION understands and agrees that all goods and services offered by the SECTION in which the IFT Marks are used shall be of good quality and that the goodwill arising from the SECTION'S use of the IFT Marks shall belong to the IFT. SECTION will not knowingly take any action or fail to take any action, during the term of this Agreement that could injure the IFT Marks or IFT goodwill.

D. Collateral. SECTION agrees to keep and provide samples as requested of all materials prepared by SECTION which display any of the IFT Marks for a period of 2 years.

8. COMPLIANCE AND LIABILITY

A. Compliance with Laws and Regulations. SECTION warrants that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. Further, SECTION warrants that it has obtained and will continue to maintain at its own expense, all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance of this Agreement. IFT may maintain corporate and federal tax filings on behalf of SECTION, but SECTION shall make all other required filings including the annual IRS Form 990 and any state filings, and shall furnish copies to IFT within sixty (60) days of such filings.

B. Corporate Compliance. The SECTION will strictly follow policies and procedures for, and remain in compliance with, federal, state, and local antitrust, trade regulations, tax and other applicable laws, regulations and ordinances. The SECTION will make available its Articles of Incorporation and Bylaws to IFT for review upon request or proposed amendment, and the IFT will make its Articles of Incorporation, Bylaws, and Model Section Bylaws available to the SECTION for review.

C. Fiscal Policies. SECTION shall establish and practice sound fiscal policies and shall at all times maintain self-sufficiency.

D. Use of SECTION Name. SECTION will use its approved name on all official documents, correspondence and contracts.

E. Governance Year. SECTION will maintain a governance year of July 1 to June 30 of the following year.

F. Fiscal Year. SECTION will maintain a fiscal year from July 1 to June 30 of the following year.

G. Liability. The parties are separate and independent entities. Neither party shall be liable or have responsibility for the acts of the other, or its officers, directors, employees, or agents. The SECTION and the IFT agree to indemnify, defend, and hold harmless one another and their officers, directors, employees, and agents from and against any claims losses or demands

(including reasonable attorney's fees and expenses) that may result from the negligence, gross negligence or willful or wanton misconduct of its officers, directors, employees, or agents.

9. GOVERNANCE

A. Minimum Criteria. The IFT Board of Directors has the right to determine the reasonable minimum criteria for defining an IFT Section. These current standards are as follows:

1. Have a minimum of 25 Section members (Only Members and Professional Members qualify for minimum) located in a geographic area authorized by the INSTITUTE Board of Directors.
2. Prospective Section shall provide IFT with a signed petition of 25 Members and/or Professional Members to form a Section.
3. Confirm that the SECTION has completed an annual planning session.
4. Ensure that elected Officers, Directors, and Committee Chairs are members in good standing by having the annual elections slate approved by IFT Headquarters.
5. Hold annual elections in conjunction with the IFT annual elections.
6. Hold a minimum of one (1) SECTION meeting annually.
7. Submit all proposed changes in the SECTION's Articles of Incorporation, Bylaws or other governing documents to the IFT Headquarters for approval.
8. Ensure that the appropriate leadership attend the annual Section Leadership Forum at the IFT annual event and leadership development webinars.
9. Ensure that the SECTION, its officers, directors, and members act in compliance with the Articles of Incorporation, Bylaws, and other applicable rules and policies of the IFT.
10. Remain a nonprofit organization and tax exempt under section 501(c)(3) or 501(c)(6) of the Internal Revenue Code.

B. Due Process. If for some reason the SECTION is unable to adapt to these criteria, it will be given 6 (six) months to comply after written notice from the IFT Board of Directors. If compliance is not attained in that time, the SECTION will be put on probation and the SECTION will be given an additional 6 (six) months to come into compliance. If after that time, the SECTION still does not meet the minimum requirements for an IFT Section, the matter will be turned over to the IFT Board of Directors for action. Board action may include, but is not limited to, terminating this Agreement or dissolving and re-establishing the SECTION and its Board.

C. Governance. The SECTION shall be governed by its own Board of Directors pursuant to Bylaws which shall be consistent with the terms of this Agreement.

D. Annual Reporting. The SECTION must annually submit the following to the IFT Headquarters in accordance with policies and procedures established by the IFT Board. All information must be on file within 90 days of the end of the fiscal year, unless otherwise agreed upon with IFT

1. SECTION Articles of Incorporation or other governing documents (if any changes are proposed or have been made following approval by the IFT Headquarters)
2. Copy of SECTION Bylaws (if any changes are proposed or have been made following approval by the IFT Headquarters)
3. SECTION annual membership dues amount by August 31 (if any changes are proposed for the coming calendar year)
4. Proposed election slate to verify eligibility to serve (at least 30 days prior to SECTION's scheduled election)
5. List of SECTION officers and directors (due by April 1 each year)
6. List of SECTION committees and their members
7. Schedule of SECTION Meetings
8. List of appropriate attendees to the annual SECTION Leadership Forum
9. Copy of SECTION tax exempt IRS determination letter with forms (IRS form 1024) if not previously submitted
10. Copy of SECTION IRS annual report Form 990** (due annually upon completion)

11. Copy of SECTION fiscal year-end financial statement (due by October 31 or 60 days after the close of the SECTION fiscal year)
12. SECTION Annual Report (due by August 31)
**In the event that the SECTION is granted an extension for filing of the returns, the SECTION must submit a copy of the extension form to IFT Headquarters along with the above items by the specified date.

10. TERM AND TERMINATION

A. Notice. This Agreement and all of the rights and obligations created hereunder shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice.

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

C. Termination by IFT Board. The Board of Directors of IFT shall have the authority by two-thirds affirmative vote to revoke this Agreement if SECTION is determined to be in violation of the standards of IFT. In such circumstances the SECTION shall have the right to be present by representative and to participate in such Board meeting and have all the rights and privileges that fairness and due process dictate.

D. Termination by SECTION. SECTION may surrender its affiliation by delivering notice of its intention to do so at least thirty (30) days in advance of the effective date of such action. SECTION will have followed current established procedures for termination of SECTION status (see Attachment B prior to delivering such notice to IFT Board of Directors).

E. Rights Upon Termination. Upon termination, Affiliate shall cease using the IFT name, trademark, trade name and logo, and all other rights and privileges associated with being affiliated with IFT and shall return any and all funds and property belonging to IFT (excluding SECTION assets). SECTION's financial obligations to IFT incurred before termination shall remain an obligation of SECTION until paid or otherwise resolved. SECTION shall retain and distribute all funds raised by the SECTION while operating under the IFT Charter. Should the SECTION disband, as detailed in the bylaws, SECTION funds may be transferred to the 501(c)(3) entity of the SECTION's choosing.

F. Term and Renewal. Unless otherwise terminated as provided above, the term of this Agreement and grant of the Charter shall be for one (1) year, and this Agreement will renew annually unless otherwise terminated as provided above.

11. NOTICE


Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notice shall be sent by Express Mail, Certified or Registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

To IFT: Institute of Food Technologists
525 W Van Buren, #1000
Chicago, IL 60607

To SECTION: Minnesota SECTION IFT
c/o President (or other appropriate officer)
address of that person

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

INSTITUTE OF FOOD TECHNOLOGISTS

By: 
Its: Senior Director, Membership
Date: April, 6, 2017

MINNESOTA SECTION

By: Mary K. Schmidt
Its: Section Chair
Date: March 24, 2017