

INTERNATIONAL (NON-U.S.) LIMTED AFFILIATION AGREEMENT (LAA)

between

[AFFILIATING ORGANIZATION]

Australasian Society for Computers in Learning in Tertiary Education (ASCILITE)

and

ASSOCIATION FOR EDUCATIONAL COMMUNICATIONS AND TECHNOLOGY (AECT)

This Limited Affiliation Agreement (LAA) is made [DATE: 7/1/2024] by and between [Australasian Society for Computers in Learning in Tertiary Education, ASCILITE] a non-profit educational association registered in Australia, hereinafter referred to as [AO], and the Association for Educational Communications and Technology, a non-profit educational association registered within the State of Indiana within the United States of America, hereinafter referred to as AECT. The duration of this Limited Affiliation Agreement (LAA) shall be for a period of one year from the signed date above and may be renewed by written/emailed mutual consent of both parties for an additional one-year period prior to the signing of a new Limited Affiliation Agreement between both parties.

WHEREAS the parties to this Limited Affiliation Agreement desire to establish a limited affiliation of mutual benefit through cooperation in certain areas as specified in this agreement and which include some intended basic levels of scholarly, professional, or technical exchange by both parties for mutual advertising to members, attending events, or creation of mutual webinars

and

WHEREAS cooperation between the parties is desired to enhance the intellectual and professional development of the members of the affiliating organizations.

NOW, THEREFORE, the parties to this Agreement establish this limited affiliation in accordance with the terms of the agreement as follows:

1. BASIC AGREEMENTS

- A. AO agrees to abide by the AECT Bylaws during the course of this Limited Affiliation Agreement while attending all AECT hosted events.
- B. AO agrees and understands that dispute and/or enforceability of this limited affiliation agreement concerning branding and intellectual property, theft, or unauthorized use of



AECT IP or branding shall be based upon the Intellectual Property (IP) laws, rules, and ordinances of the State of Indiana within the United States of America.

C. AO shall update annually the name and contact information of the individual serving as AO's official representative with AECT to the AECT CEO and/or the AECT CEOs staff designee by emailing aect@aect.org.

2. INTELLECTUAL PROPERTY

A. Both AECT and AO agree that Intellectual Property (IP) previously owned by either party prior to this Limited Affiliation Agreement will remain the sole property of that organization and that any additional new IP created by means of the exchange of ideas, branding, or products by means of this limited agreement shall remain with **a.** AECT (if the primary resource contributor – such as for the AECT Annual Convention or publication) **b.** the AO (if the primary resource contributor – such as for an AO hosted event or publication) or otherwise **c.** be subject to mutually agreed to covenants and considerations by and between AECT and the AO by separate arrangements outside the scope of this Limited Affiliation Agreement.

3. TERMINATION

- A. Either party may terminate this Limited Affiliation Agreement at any time for any or no reason (to include convenience) by providing seven days' electronic/emailed notice to the other party's representative. Both parties will allow a period of 20 business days from the date of termination to remove any electronic branding or partnership/affiliation statements from their respective websites or social media pages.
- B. Both parties agree that any previously agreed to print and/or published material already in circulation (such as for a convention, book, or journal) arising from use of the other party's branding need not be removed; however, all new print material created by either party occurring after the date of either the Limited Affiliation Agreement termination notice and/or non-renewal of the LAA shall have the branding and logos of the other party removed moving forward until such time as both parties sign a future LAA.

4. MARKETING, BRANDING, & COMMUNICATION

A. In recognition of the collegial and collaborative nature of limited affiliation, both AO and AECT agree to limited use of one another's logos, brands, and communication statements free of charge for the duration of this Limited Affiliation Agreement (LAA) through use of one another's logos (or brands) in mutually approved advertisements via websites, social media accounts, and membership communication emails. Any promotional material/activity which includes reference to the other party must first be sent to and approved by that party before use.



- B. AO and AECT agree to the following mutual marketing/communication efforts:
 - 1. AO & AECT agree to send a semi-annual (two per year) electronic message to its members encouraging them to get to know AECT/ AO and/or join AECT/ AO and to attend one another's annual conventions.
 - AO and AECT agree to at least one annual electronic message to its members encouraging members to examine any AECT/AO owned journals or publications of interest.
 - 3. AO & AECT agree to provide at least one mutually sponsored online event/ webinar whereby AO members and AECT members are invited to meet one another and whereby AO & AECT can discuss upcoming events, publications, or partnership projects between both AO & AECT.

5. AECT & AO ANNUAL CONVENTION

- A. In recognition of the collegial and collaborative nature of the AO/ AECT relationship for the period of this agreement, and with first consideration by AECT being 1. *available space* and 2. *the operational needs of AECT*, AECT shall endeavor to provide AO two (2) programming hours at AECT's Annual Convention to be used by AO for the purpose of highlighting the AO and AECT partnership and any affiliated research or projects being done by AO's contributing members, journals and/or which fit the AECT convention theme. This contribution by AECT shall not exceed the cost of one AECT Annual Convention registration each year and shall not include food.
- B. AO shall plan these two programming hours and communicate AOs plans with the AECT convention program chair and/or staff scheduler. AO must remain in communication with AECT concerning the planned use of these two programming hours leading up to the AECT Annual Convention. If AO does not provide acknowledgement of its intended use of its two assigned programming hours for the AECT Annual Convention by March 1 of each calendar year, then AECT reserves the right to assign those timeslots to other presenters or partners not affiliated with AO.
- C. In consideration of AO bringing a minimum of two members to the AECT Annual Convention, AECT shall provide the [AO] president, or the AO president's designee, a complementary registration to the AECT Annual International Convention. This individual must be a citizen of the [AO] nation of focus and live/work within that nation. This complimentary registration will not be provided if AO does not contribute more than a single registration to the AECT Annual Convention.
- D. Example of intended AO programming use: AO might consider using one hour to gather AO members at AECT in a social gathering or meeting while using the other hour to deliver a talk, host a panel, or invite selected presentations. AECT will not pay for AO



food or special requested items for this meeting. AECT reserves the right to deny all requests for space and/or to cancel this arrangement at any time based upon the needs of AECT or AECT's contractual hotel partners.

- E. AO agrees and understands that the two programming hours allotted to AO as part of this limited affiliate agreement are not intended for resell by AO or for AO to conduct its own sub-conference under the AECT logo and brand without a separate formal agreement between AO and AECT.
- F. AO shall seek to provide AECT's CEO, President, or the CEO & President's official designee similar timeslots of equal or greater value at the AO's own annual convention if the AO has such an event.

6. AECT & AO MEMBERSHIPS

- A. In consideration of AO having a minimum of five AO members join AECT, AECT shall provide the AO president, or the president's designee, a complementary one-year (12-month) membership to AECT. This individual as well as any AO-AECT members must be a citizen of the [AO] nation of focus and live/work within that nation. *This complimentary AECT annual membership will not be provided if AO does not contribute five or more members to AECT.*
- B. AO shall seek to provide AECT's CEO, President, or the CEO & President's official designee a complementary one-year (12-month) membership to AO under similar terms as the AO receives under (6A).

This concludes the Limited Affiliation Agreement between both Parties IN WITNESS WHEREOF, each of the Parties has executed this Limited Affiliation Agreement (LAA) by its duly authorized executive officers.



For AECT:
AECT CEO
Name: No an OpenSigned by: Signature: 8688F636F1A534BA Date: 7/12/2024
Email: ceo@aect.org
AECT President
Name: Joi Moore Solve Dr. Joi Moore Signature: 720995110BD34BA
Date: 7/17/2024
Email: president@aect.org
Website: <u>(aect.org)</u>

For AO: ASCILITE (Australia)

AO President or Authorized Officer

Name/Title: M. Cowling Dr

Signature: M. Cowling Dr

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