

STATE ASSEMBLY AGREEMENT

This Agreement, which is effective April 1, 2000, is between the Association of Surgical Technologists, hereafter referred to as AST, a New York nonprofit corporation located in Englewood, Colorado, and the Michigan State Assembly of the Association of Surgical Technologists ("State Assembly").

Whereas, AST and the State Assembly wish to best serve the interests of the membership of AST; and

Whereas, AST and the State Assembly wish to provide for membership promotion and recruitment; and

Whereas, AST and the State Assembly wish to clarify their relationship and respective responsibilities; and

Whereas, the AST National Bylaws provide for the formation of State Assemblies by the AST Board of Directors;

AST and the State Assembly agree as follows:

1. Relationship of the Parties. The State Assembly agrees to abide by all terms and conditions of the AST National Bylaws, which provide for the formation of State Assemblies upon approval by the AST Board of Directors. In addition, the State Assembly agrees that it shall operate and conduct its business and affairs in accordance with the established policies of AST, as set forth in the State Assembly Bylaws, State Assembly Policy Manual, and the AST Policy Manual. AST shall have the right, at any time or from time to time, to amend, change, or add to such policies as it shall, in its sole discretion, determine. Said changes shall be promptly provided to the State Assembly, which agrees to be bound thereby.

2. State Assembly Membership. MT is an association of surgical technologists and other associated or affiliated individuals as defined by the AST National Bylaws. The State Assembly acknowledges and agrees that all members of the State Assembly must be members of AST and must meet the criteria for membership as established by MT from time to time. Both MT and the State Assembly agree to use their best efforts to maintain and increase their respective memberships by actively promoting membership in MT and by actively promoting a retention program for AST members within the geographic area covered by the State Assembly. The State Assembly agrees that it will extend State Assembly membership benefits only to AST members in good standing. If AST terminates, cancels or suspends any person's membership, AST shall notify the member's State Assembly of such event. Upon notice from AST of such action, the State Assembly shall terminate, suspend, or cancel each such person's membership in the State Assembly. The State Assembly shall also remove each such person from all State Assembly offices, which he or she may hold, including, but not limited to, the positions of officer or agent of the State Assembly. The State Assembly shall not suspend, terminate, or revoke the membership of any State Assembly member without the prior review and approval of AST.

3. Responsibilities and Duties of AST and the State Assembly.

a. AST may, in its sole discretion, develop educational programs including meetings and conventions to be made available to the State Assembly. The State Assembly may also engage in educational programming at the State Assembly level and shall be responsible for the scope, nature, and content of such educational programming. AST must pre-approve any State Assembly program that seeks to qualify for nine or more continuing education credits.

b. The State Assembly agrees to distribute information as requested by AST to the State Assembly membership.

c. AST shall have the primary responsibility for representing AST and its members to the health care profession, the public at large, and the national news media concerning issues that may have national impact on the profession of surgical technologists, AST, or its members. AST shall inform the State Assembly of such activities whenever possible. The State Assembly shall use its best efforts to coordinate and encourage state and local supplementation of AST communication efforts.

d. AST shall have the primary responsibility for representing AST and its membership in legislative and regulatory affairs, as well as for setting national legislative and regulatory policy. The State Assembly shall be responsible for conducting legislative liaison and regulatory lobbying efforts that reflect the interests of the AST members in the geographic area represented by the State Assembly which are not inconsistent with AST nationally established policy.

e. Resource materials may be developed and distributed by AST to assist the State Assembly in its local leadership development. The State Assembly and AST are responsible for recruiting and training State Assembly officers to provide leadership on the State Assembly level. The State Assembly will provide AST with a written list of all officers, their addresses, and telephone numbers upon election. Furthermore, it is the State Assembly's responsibility to advise AST of any changes in the leadership as they occur.

f. AST will maintain an updated list of programs and services available for each State Assembly including the cost of such services. AST encourages the State Assembly to utilize the experience of the AST staff as well as members of the AST Board of Directors and to advise State Assemblies on administration and operation questions.

g. The State Assembly may, from time to time, conduct research or surveys of its local membership regarding the effectiveness of AST operations including benefits and services. The State Assembly shall provide all pertinent data it receives directly to AST.

4. Relationship of the Parties. AST and the State Assemblies agree that their relationship is a contractual one as defined by this Agreement. The parties agree that this Agreement does not establish any agency, joint venture, or partnership relationship between the parties. The State Assembly shall have no right or authority to act for, or to bind AST in any way, or to sign the name of AST or to represent that AST is in any way responsible or liable for the acts, written or verbal statements, or admissions of the State Assembly. In the event the State Assembly enters into any contracts or other agreements with any third party in connection with the State Assembly's programs and activities,

the State Assembly agrees that it shall be solely responsible and liable for such contracts and agreements unless the State Assembly has first obtained the review and approval of AST. In any event if the State Assembly executes any contracts or agreements with any other person, it shall do so in the name of the State Assembly (e.g. Colorado State Assembly of AST).

The State Assembly, its officers and directors agree to hold AST and its officers, directors, employees, or agents harmless from any claims arising from State Assembly activities that are not in accordance with the terms and conditions of this Agreement or the bylaws or policies of AST. In the event the State Assembly and/or AST is named as a defendant in any legal action as a result of any activity by the State Assembly, its officers, directors, or agents, which is the result of acts or omissions by the State Assembly that are outside the scope of this Agreement or are in contradiction of the Agreement's terms and conditions, the State Assembly, its officers and directors shall indemnify AST, its officers, directors, employees, or agents against any and all claims, lawsuits, damages, or costs incurred in responding, including, but not limited to, reasonable attorney fees and costs of suit.

5. State Assembly Organization. The State Assembly shall maintain its own individual identity as an AST State Assembly, assure that only AST members with active membership status vote at meetings, and hold itself out to its members and the public as a distinct organization supporting the philosophy and policies of AST. At its option, the State Assembly may take and be solely responsible for taking any steps necessary to obtain and maintain a corporate status, including, but not limited to, filing Articles of Incorporation or the equivalent, with the applicable state authority; filing periodic reports with the applicable state authority; and holding annual meetings as may be required by law. Further, the State Assembly shall take all steps necessary to obtain and maintain a separate tax exempt status if the State Assembly becomes separately incorporated and provide proof of said status to AST upon request. In no event shall the State Assembly take any action or engage in any activity that would in any way jeopardize the tax exempt status of AST.

6. State Assembly Bylaws. The State Assembly Bylaws as established by AST and adopted by the State Assembly are incorporated in this Agreement by reference. The State Assembly acknowledges that it may be required to amend the Bylaws from time to time as requested by AST. AST shall notify the State Assembly of any amendments that it requires to be incorporated in the State Assembly's existing Bylaws. If the State Assembly's Bylaws do not substantially conform to the established documents at any time, the State Assembly will notify AST in writing of any differences, and of the reason therefore. AST shall have the right to review said amendments in its sole discretion and may refuse to approve any differences other than those required by state law. The State Assembly agrees that if AST shall disapprove of any proposed amendment, the State Assembly shall take all actions to cause its Bylaws to be amended and conform to the requirements of AST. The State Assembly shall provide AST, upon request, copies of all corporate documents, if any.

7. Use of the AST Logo. The use of the AST Logo and Stationery by the State Assembly is governed by the AST Policy Statement concerning the use of such materials as adopted by the AST Board of Directors from time to time. All of the State Assembly's own written materials or documentation including, but not limited to, stationery, envelopes, and newsletters must clearly identify the State Assembly as a distinct organization and may not use the name AST or the AST logo without a clear and conspicuous reference to the State Assembly (e.g. Colorado State Assembly of AST). In no event may the AST Logo be used alone without the express written consent of the AST

Board of Directors.

8. Entire Agreement. This Agreement represents the entire agreement between the parties and may only be modified in writing agreed to by both parties. This Agreement shall be governed and interpreted by the laws of Colorado.

9. Term/Renewal/Termination. Except as otherwise provided herein, the parties acknowledge and agree that this Agreement shall continue for a period of five years after its effective date, and may be renewed for successive five year periods. AST will issue a State Assembly charter document to the State Assembly when the State Assembly renews this Agreement every five years. The parties also acknowledge and agree that this Agreement may be terminated by AST under the following circumstances:

a. Upon filing of a petition of bankruptcy by or against the State Assembly which is not dismissed within ninety (90) days after the date of filing;

b. Upon placement of the assets of the State Assembly in the hands of a receiver or an assignment of assets by AST for the benefits of its creditors;

c. Upon the voluntary or involuntary dissolution of AST or the State Assembly;

d. If the State Assembly breaches any of its obligations under this Agreement, the Bylaws, the AST Policy Manual, or the State Assembly Policy Manual, and fails to respond with an acceptable plan of action within ninety (90) days after receipt of written notice from AST that sets forth the basis of such breach;

e. If the State Assembly breaches any provisions of any prior or contemporaneous agreement or understandin⁹ between the parties.

10. Legal Compliance. The State Assembly agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the operation of the State Assembly.

11, Assignment. The State Assembly may not assign any of its rights or obligations under this Agreement without first obtaining the written consent of AST.

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

MI STATE ASSEMBLY OF THE
ASSOCIATION OF SURGICAL TECHNOLOGISTS

BY: Larry Weise
State Assembly President

BY: Donovan Traverse
State Assembly Vice President

BY: Belinda Westphal
State Assembly Secretary

BY: Lynda Custer
State Assembly Treasurer

Date April 1, 2000

THE ASSOCIATION OF SURGICAL TECHNOLOGISTS

BY: Robert Sowell, CST
National President