

AFFILIATION AGREEMENT

Between

Canadian Association of Nuclear Medicine

and

Canadian Association of Nuclear Medicine – British Columbia Chapter Society

1. PARTIES

This Affiliation Agreement (the “Agreement”) is entered into between:

Canadian Association of Nuclear Medicine (“CANM”), a federal not-for-profit corporation,

and

Canadian Association of Nuclear Medicine – British Columbia Chapter Society (the “Chapter”), a not-for-profit society incorporated under the *British Columbia Societies Act*.

2. PURPOSE

The purpose of this Agreement is to:

- a) formally recognize the Chapter as CANM’s affiliated provincial chapter in British Columbia
- b) define the scope of authority delegated to the Chapter
- c) establish binding governance, oversight, and reporting requirements
- d) protect CANM’s legal standing, reputation, and intellectual property

This Agreement prevails as the **primary control instrument** governing the affiliation.

3. STATUS AND RELATIONSHIP

3.1 Affiliated Status

CANM recognizes the Chapter as its official provincial chapter in British Columbia, subject to ongoing compliance with this Agreement.

3.2 No Agency or Partnership

Nothing in this Agreement creates an agency, partnership, joint venture, or fiduciary

relationship.

The Chapter has no authority to bind CANM.

4. GOVERNING HIERARCHY (SUPREMACY CLAUSE)

In the event of any conflict, inconsistency, or ambiguity between:

- this Agreement
- the Chapter Charter
- the Terms of Reference
- the Chapter Bylaws
- any internal Chapter policy

and the governing documents, bylaws, or policies of CANM,

the CANM governing documents shall prevail.

5. SCOPE OF DELEGATED AUTHORITY

5.1 Provincial Limitation

The Chapter may conduct activities **exclusively within the Province of British Columbia.**

5.2 Permitted Activities

Subject to this Agreement, the Chapter may:

- organize provincial professional and educational activities
- engage provincial stakeholders
- support CANM initiatives within British Columbia

5.3 Prohibited Activities

The Chapter shall not:

- initiate or lead interprovincial or national initiatives
- represent CANM outside British Columbia
- speak on national policy matters
- commit CANM financially or contractually

unless expressly authorized in writing by CANM.

6. ADVOCACY AND PUBLIC COMMUNICATION

6.1 Alignment Requirement

All advocacy must be:

- non-partisan
- aligned with CANM positions
- compliant with applicable law

6.2 Pre-Approval and Escalation

Any matter with national, legal, reputational, or interprovincial implications **must be escalated to CANM prior to action.**

7. GOVERNANCE AND COMPLIANCE

7.1 Mandatory Compliance

The Chapter shall operate strictly in accordance with:

- this Agreement
- its Charter
- its Terms of Reference
- its Bylaws
- CANM bylaws and policies

7.2 Audit and Inspection Rights

CANM reserves the right, upon reasonable notice, to review:

- governance records
- financial records
- compliance with this Agreement

for oversight and risk management purposes.

8. FINANCIAL CONTROLS

8.1 Financial Autonomy (Limited)

The Chapter may maintain its own bank account for provincial operations only.

8.2 Restrictions

The Chapter shall not:

- incur liabilities on behalf of CANM
- fund national initiatives
- assume debt exposing CANM to risk

without written authorization from CANM.

9. NON-DELEGATION AND STRUCTURAL LIMITS

9.1 No Sub-Chapters

The Chapter shall not create sub-chapters, external committees with independent authority, or affiliate entities.

9.2 No Delegation of Rights

The Chapter shall not delegate any rights granted under this Agreement to any third party without prior written consent from CANM.

10. REPORTING OBLIGATIONS

The Chapter shall provide CANM with:

- periodic activity updates
- annual reports
- annual financial statements
- any additional information reasonably requested

Failure to report constitutes a breach of this Agreement.

11. SUSPENSION, INACTIVITY, AND TERMINATION

11.1 Suspension

CANM may suspend the Chapter's affiliation rights, including branding use and delegated authority, where immediate action is required to protect CANM's reputation, governance integrity, or legal standing.

11.2 Inactivity or Dormancy

Where the Chapter becomes inactive, fails to meet reporting obligations, or ceases meaningful operations, CANM may place the Chapter into dormant status or terminate this Agreement.

11.3 Termination

CANM may terminate this Agreement upon written notice for breach, non-compliance, or loss of confidence in governance.

11.4 Effect of Termination

Upon termination or suspension:

- Chapter affiliation ceases immediately
- all branding rights terminate automatically

12. AMENDMENTS

This Agreement may be amended only by mutual written agreement of both parties.

13. GOVERNING LAW

This Agreement shall be governed by the laws of Canada and the Province of British Columbia.

14. EXECUTION

This Agreement is effective upon signature by both parties.