



INTRODUCTION TO
**ASSOCIATION AND SOCIETY
MANAGEMENT INTERNATIONAL, INC.**

201 Park Washington Court
Falls Church, VA 22046-4527

703/533-0251 T

703/241-5603 F

www.asmii.com w

CONTACT

Elizabeth B. Armstrong, MAM, CAE

President

barmstrong@asmii.net

“The NAGC Board of Directors wishes to thank you and congratulate you on another great year for the organization. Working together over the last two years, we have greatly stabilized our finances, realized steady member growth and seen increased awareness of NAGC among government communicators.”

GEORGE SELBY

2008-10 PRESIDENT

NATIONAL ASSOCIATION OF
GOVERNMENT COMMUNICATORS

U.S. CENSUS BUREAU,
WASHINGTON, DC

06-30-2008

Scope and Purpose

Association and Society Management International (ASMI) is known for delivering superior customer service in the development and management of trade associations, professional societies, political action committees, advocacy groups and other not-for-profit organizations.

ASMI helps organizations position themselves to optimally serve members of their profession, industry or cause. ASMI personnel perform administrative oversight and management functions, allowing elected leaders to focus on association policy and professional issues. ASMI helps clients define metrics of success and achieve goals as appropriate to expand scope, size and influence.

While ASMI provides full-service association management to most of its clients, it can also help organizations needing only partial support such as event management, bookkeeping, special projects management or other outsourcing resources.

Ownership and Affiliations

ASMI is a Chapter C Corporation owned by Harry W. Buzzerd, Jr., CAE. He has managed associations since 1964 and has built a very solid reputation for ASMI serving as a leader among association executives on many boards, committees and special projects within the industry of association management companies (AMCs).

ASMI participates in peer groups such as the AMC Institute, the American Society of Association Executives and the National Association of Manufacturers. Additionally, ASMI principals maintain membership in various sections of ASAE specific to their scope of service such as meetings and expositions management, administration, international and similar sections. ASMI staff also belongs to the Washington Area Financial Management Roundtable, the DC Certification Networking Group and the Associations Council of the National Association of Manufacturers.

Corporate Structure

ASMI's full-time, permanent staff includes a complete breadth of expertise in not-for-profit management and service. Personnel assets include senior executives with 20+ years of experience in all aspects of organizational success, working with program managers with focused strengths such as meeting planning, advocacy,

communications, government relations, etc. ASMI's administrative support team is comprised of mature, friendly and competent professionals.

ASMI serves its clients through a team approach, designating a key account executive and additional personnel as needed to fulfill the client scope of work (including program managers, statistical support, marketing and communications, financial, etc.). They are assisted by all key staff members in the Finance Department, Corporate Services and other specialized departments (*see ASMI Organization Chart in Appendix A*).

ASMI provides each client with the "Performance Policy Statement and Quality Assurance Program" (*see Appendix B*). ASMI recommends scheduling at least annual conferences between ASMI principals and client association officers to discuss service satisfaction, current activities, staff performance and other key areas.

Office and Capital Assets



ASMI is headquartered in a three-story building that includes a multimedia training/meeting room with capacities of 40 people classroom and 70 people theater. There are on-site

kitchen facilities, full-service print and duplication services, and all other requirements to ensure your meeting's success. The building is WiFi-equipped, dish satellite serviced, and wired for all the services necessary for distance education/remote meetings, and day-to-day interaction with clients across the world. The office is located minutes from downtown Washington, D.C., offering ready access to all benefits offered and the U.S. government. Located one mile from Interstate 66 with handy access to public transportation services and commercial centers, ASMI is in an ideal business location. The building is in a small, quiet office park, within walking distance to a wide selection of area restaurants and hotel accommodations. The ASMI-owned building is available to clients for meetings, events and even social activities to suit client needs.

The core office hours are 8:30 a.m. to 5:00 p.m., five days a week. After hours, key staff have cell phones, e-mail/Internet access, and fax access at locations outside

of headquarters. We are organized for and engage in weekend and holiday travel to fit any client schedules. Our telephone system provides a personal greeting for each client and a bank of 40 lines ensures that a client's customer never hears a busy signal. Other state-of-the-art features include voice mail available 24 hours per day, third-party conferencing and call forwarding.

Technology

ASMI has proven technical capabilities; staff uses all current versions of popular software packages for standard office operations. All equipment is on a regular replacement schedule to maintain state-of-the-art service. We can offer database management, secure services for e-commerce, bulletin boards, and any other feature the association may require to establish or to maintain an Internet presence. We are flexible.

ASMI is a Microsoft "house," running MS SQL server. Desktops and laptops use either Microsoft XP or 2000. Internet access is through a T-1 line with wireless capability. Outside office connectivity is managed through mobile pocket PCs or Outlook WebAccess. For graphic design, ASMI utilizes the Adobe Creative Suite, including Adobe InDesign, Adobe Illustrator, Adobe Photoshop, Adobe Acrobat and Dreamweaver.

All systems are backed-up automatically at night. Tapes are stored off-site and cycled monthly. The back-up system is supervised by a senior network engineer, outsourced from American Technologies Services, Inc. (ATS).

Clients are managed using a variety of association management systems. Accounting records for all clients are managed through Traverse 10 and credit card processing through Verisign, including e-commerce. ASMI manages or supervises more than 11 separate Web sites, some maintained internally and others hosted by ATS or other Internet Service Providers (ISPs).

Client applications and services include:

- Learning management system with on-line courses;
- On-line certification application;
- Virtual tradeshow;
- Extranet;
- Worldwide computer-based testing access for certification;
- On-line newsletters;
- E-mail blasts; and
- DVD/CD duplication.

“Your dedication and evident enthusiasm for NAGC are reflected in your aggressive pursuit of education and partnership opportunities in the public and private communications field. As part of our long-term strategy to build new revenue streams, ASMI has done much to increase the visibility and reputation of NAGC.”

GEORGE SELBY
2008-10 PRESIDENT

NATIONAL ASSOCIATION
OF GOVERNMENT
COMMUNICATORS

U.S. CENSUS BUREAU,
WASHINGTON, DC

06-30-2008

ASMI Staff

ASMI is a family business with more than 16 responsive employees (many who have been with the company for more than 20 years). ASMI's executive-level personnel are well-qualified and exceptionally well-credentialed – the majority of ASMI's account executives are Certified Association Executives (CAEs), and additional staff hold a variety of professional designations and recognition according to their area of specialty. ASMI support staff is committed to customer service and capably fill clients' requirements. Employees are encouraged to participate in leadership positions with non-profit organizations such as the American Society of Association Executives (ASAE), the International Association of Association Management Companies (IAAMC), National Association of Manufacturers (NAM) and volunteer hundreds of hours annually on many professional practices and standards, one being “Best Professional Practices for Association Management Companies,” ensuring that staff have the same solid understanding of volunteerism as does ASMI's clients.

ASMI's executive-level personnel are well-qualified and exceptionally well-credentialed...

ASMI staff has more than 200 years experience in the management and development of associations. Staff holds more than 20 degrees which includes overseas education. Some staff members were born outside the United States and many already represent clients internationally, allowing our clients a unique opportunity to grow using existing personal and professional contacts and strong cultural, linguistic and government perspectives.

One of the fundamental benefits for a non-profit organization to be served by an association management firm is the ability to access a range of expertise and personnel resources on an as-needed basis. Each client is assigned one key account executive that coordinates the interaction with other key staff in the ASMI organization. *(See ASMI Organization Chart in Appendix A.)* Short biographies of key staff that may be involved with the association are provided.

Elizabeth B. Armstrong, CAE, MAM

PRESIDENT, ACCOUNT EXECUTIVE

Beth is chief staff executive for the International Association of Emergency Managers, National Association of State EMS Officials, and the National Association of Government Communicators. Her education includes a B.B.A. in Marketing from The College of William and Mary, and a Master of Association Management from George Washington University. She has been a Certified Association Executive since 1992. "The CAE program stands as a mark of excellence and reflects what it takes to manage an association in today's challenging climate," according to the American Society of Association Executives. Specialties include federal grants procurement and management, certification program development and administration, and non-profit governance issues. She has helped many ASMI clients establish and maintain an Internet presence, and facilitates association leaders' understanding of technology available to non-profit organizations. Beth has worked at ASMI since 1987.



Harry W. Buzzerd, Jr., CAE

CHAIRMAN, FOUNDER AND OWNER, ACCOUNT EXECUTIVE

Chief executive officer and owner, "Buzz" oversees total ASMI company operations and is ultimately responsible for programs and financial management of client associations. He has facilitated strategic plans for clients. He is management counsel for the American Textile Machinery Association, Process Equipment Manufacturers' Association, American Council on Regulatory Compliance, and Capital Equipment Export Council. He began his association management career in 1964 and holds a CAE (Certified Association Executive), conferred upon less than 3,500 of the more than a million association employees in the United States. He holds a B.A. from Gettysburg College, along with extensive graduate and professional education.



Susan Denston

PRESIDENT, ASMI CORPORATE SERVICES, ACCOUNT EXECUTIVE

Sue coordinates and schedules the application of ASMI's human and capital resources, internal and external, for client advancement. She also serves as executive vice president and secretary for the American Textile Machinery Association, executive director and secretary for the Process Equipment Manufacturers' Association, meetings and exhibit manager for the National Association of State EMS Officials, meetings manager for the International Association of Emergency Managers, and executive director for the Product Liability Prevention and Defense Group. Her background suits a variety of complex tasks, including meetings management, print production management and quality control, and membership and meetings promotion. She is also skilled in scheduling and follow-up and serving the administrative needs of boards and committees. She is a graduate of George Mason University with a B.B.A. in marketing. Her past experience includes positions with associations, advertising and law firms, and consulting companies. Sue has been with ASMI since its creation in 1982.



Hui-Ling Liang

FINANCE MANAGER

Since 1986, Hui-Ling has offered a depth of experience in automated financial procedures, having previously served as accounting manager and senior accountant in private industry positions. She holds an associate degree from George Mason University's graduate program in MIS, has completed course work in computer science from USDA Graduate School in computer science, and holds a Bachelor of Commerce degree from FengChia University of Engineering & Business, Taiwan. In 2001, she successfully completed the advanced technology certified courses in Oracle Developer and Project Life Cycle at the Information Technology Advanced Training Corporation. She speaks and writes fluent Chinese.

Kathy Robinson, R.N.

PROGRAM ADVISOR

Kathy Robinson is a program advisor for the National Association of State EMS Officials (NASEMSO) where she is the lead staff liaison to the NASEMSO Training Coordinators Council and the NASEMSO Trauma Managers Council. She is the principal investigator for NASEMSO's Pandemic Flu project; NHTSA retained NASEMSO to produce the nation's Pan Flu EMS Guidelines and 9-1-1 Protocols. Kathy has more than 25 years experience in emergency nursing and EMS as a clinician, government administrator, patient advocate, and health care policy consultant. Her extensive experience as a licensed registered nurse and certified paramedic includes various clinical and administrative roles at a rural but large tertiary care medical center in central Pennsylvania. As the EMS Planning and Clinical Systems Manager for the Pennsylvania Department of Health, she served as the state's trauma and EMS-C coordinators. In addition, Kathy managed multiple grants, supervised EMS training programs, coordinated the clinical research program, and was responsible for the development and implementation of EMS clinical policies, protocols, and procedures. Kathy has worked side-by-side with legislators and staff to implement critical policy initiatives at the state and federal level. Kathy understands the unique perspectives and needs of volunteer membership associations, having served in appointed and elected leadership and Board positions at the local, state, and national levels. She has authored numerous publications and has lectured extensively both in the US and abroad. Kathy joined ASMI in 2006.



Dawn M. Shiley-Danzeisen

MARKETING AND COMMUNICATIONS DIRECTOR, ACCOUNT EXECUTIVE

Dawn is the executive director and secretary for the American Council on Regulatory Compliance. Additionally, she is responsible for most client newsletter writing, editing and production. Also, she is the Webmaster for ASMI and International Aviation Ground



Support Association (IAGSA) and helps oversee all other client Web sites. She authors articles and press releases for clients and prepares marketing materials and posters for events. Since coming to the organization, she has moved most former print publications to electronic, saving clients money from printing and postage that is better used in their programs and other projects. She has more than 23 years experience in association management. Prior to coming to ASMI, Dawn was with the Synthetic Organic Chemical Manufacturers Association (SOCMA) for 15 years, where she held numerous positions, including director of public affairs, which included managing international trade issues and communications for SOCMA and several affiliated associations. While at SOCMA, she also managed OSHA, chemical weapons, and Congressional issues, and led the team that created SOCMA's first Web site. Prior to SOCMA, Dawn worked for the American Textile Manufacturers Institute (ATMI). She earned her B.A. from Vanderbilt University and M.A. from The George Washington University School for Public and International Affairs. She is an election official in Fauquier County, Va. Dawn joined ASMI in 2001.

...staff hold a variety of professional designations and recognition according to their area of specialty.

Melissa M. Trumbull

PROGRAM MANAGER

Melissa is the program manager for the International Association of Emergency Managers, the National Association of State EMS Officials, and the National Association of Government Communicators,. She also serves as executive director of Advocates for EMS. Her education includes a B.S. in Physical Education, Teacher Certification and a minor in Sports Management from the State University of New York College at Brockport. Her past experiences include teaching, developing and managing a children's business, program management of an accreditation



program for a non-profit association, and an analyst on a Department of Defense U.S. Navy contract. Specialties include program and project management, business development, meeting and event planning, and government contract management. Melissa joined ASMI in 2006.

Barbara B. Tyeryar

MEETING PLANNER AND COMPTROLLER

Barbara is responsible for client meetings preparation and on-site servicing; membership services, including maintaining dues records for various clients; personnel oversight; and financial controls. She has traveled extensively and assists in production and participation for client trade shows worldwide. She holds a B.A. in Spanish from Gettysburg College. Barbara joined ASMI in 1991.

Clay D. Tyeryar, MAM, CAE

PRESIDENT, TRADE ASSOCIATIONS DIVISION, ACCOUNT EXECUTIVE

Clay's areas of expertise include international trade, lobbying, government relations, fundraising, international exhibition management and production, trade missions and financial controls. He serves as president of the American Textile Machinery Association, executive director of the Cyanide Poisoning Treatment Coalition, and staff executive of the International Association of Emergency Managers, and is responsible for day-to-day operations, delivery of programs and services, budget and liaison with respective boards of directors. In addition, Clay is the show manager for EMEX, IAEM's trade show, which has grown from 25 to more than 250 exhibitors and attendance of more than 1,500 industry professionals. He was one of the first graduates of the George Washington University's Master of Association Management Program, and is a graduate of Gettysburg College with a B.A. in Business Administration. He is a Certified Personal Fitness Trainer, and enjoys golf, coaching, and family activities. Clay joined ASMI in 1986.



"I would like to express my thanks to you for all your support throughout the last few years as IAEM grew and the horizons were not always clear. No one could have provided more support or coaching than you provided for me."

PAT FUGATE
2006-08 CHAIR

EMERGENCY SERVICES
COMMITTEE

INTERNATIONAL ASSOCIATION OF
EMERGENCY MANAGERS

PLANNING, STRATEGIES AND
SOLUTIONS LLC, CANTON, NC

08-22-2008

ASMI Client Services

Range of Services Available

Typical areas of ASMI service include:

- Strategic planning and visioning
- Leadership structure and coordination
- Organizational structure, including committee support and staffing
- Professional certification development, processing and management
- Meetings programs and services
- Exhibit development and management
- Training, implementation and management
- Continuing education offerings
- Fiscal management
- Coalition building
- Membership recruitment/retention
- AMS (Association Management System)/ database management
- International membership/services development
- Web site development and management
- Publications (newsletters), online and print
- Directory production (print/Web-based/multi-media)
- Government relations
- Advocacy
- Licensing and oversight of international branch offices and representatives
- Contracts management
- Fundraising
- Chapter creation and maintenance
- Marketing
- Sponsorship development
- Grant writing
- Copying and mailhouse services

Potential Services

WEB SITE ADMINISTRATION

ASMI manages Web sites for clients. ASMI is flexible in its approach. Client Web sites are managed in three ways: (1) ASMI designs and maintains site; (2) Site is designed by outside service provider and ASMI maintains data; or (3) Client chooses a site template and ASMI provides all original content and maintains data.

MEMBER SERVICES, RECRUITING & RETENTION

Membership records are maintained by ASMI using standard database technology and membership retention is accomplished through a regular invoicing system. Strong communications with members is key to retention. ASMI delivers regular communications to association members and ensure that they receive frequent contact to remind them of the value of being involved, and ensure their satisfaction with association activity. ASMI recently invested in upgraded software for list management: Lyris List Manager 9.0. We have a license that covers 10 sites (different associations). With this investment, ASMI is prepared to create and manage ListServes for association clients.

FINANCIAL ADMINISTRATION AND ACCOUNTING

Financial management is according to Generally Acceptable Accounting Principles, delivered by personnel who specialize in non-profit organization management. The account executive works with senior ASMI financial personnel to ensure the client's budget is drafted in a timely manner, and that reports and statements have appropriate format and content. It is particularly important to apply disciplines and protocols in these critical areas as CoAEMSP establishes its financial operations in a new environment. The fiduciary functions must be performed within disciplined calendar and protocol, mutually agreed, and delivered on schedule. Record keeping and documentation will be provided to the treasurer for regular reporting.

All transactions are handled by bonded accounting staff. We regularly work with client treasurers to develop and control annual budgets. ASMI manages all programs within the pre-set and approved budget. ASMI coordinates preparation of all federal income tax returns and 1099 forms for non-employee compensation. In addition, ASMI prepares documents for audits and works closely with independent auditors.

“In my 32 years of government service involving active participation in several professional associations I have never had the level of service provided to me as ASMI has done for IAEM. As a regional president evolving into the presidency of IAEM I have had to count on ASMI on several tough occasions...they always came through and exceeded my expectations.”

LARRY GISPERT

2007-08 PRESIDENT

INTERNATIONAL ASSOCIATION
OF EMERGENCY MANAGERS

DIRECTOR, EMERGENCY
MANAGEMENT

HILLSBOROUGH
COUNTY (FL)

08-26-2008

**BOARD AND ASSOCIATION MEETING
LOGISTICS AND PLANNING**

For our clients, ASMI manages all aspects of meeting planning. Services provided include site research and negotiation; meeting logistics planning and management; agenda preparation and distribution; meeting badges and registration list preparation; registration fee collection and invoicing; meeting handouts; member notification; and minutes preparation and distribution.

**COORDINATION OF COMMITTEES AND
TASK GROUPS/IMPLEMENTATION OF
TASK FORCE AND COMMITTEE WORK**

For our clients, ASMI is comfortable with all coordination of committees and task groups. We are as involved in the committee work as requested by the Board. (We understand that some organizations prefer to have committees conduct some business relying on volunteer leadership.) Services available to committees and task groups include meeting logistics planning and management; agenda preparation and distribution; meeting book creation and distribution; member notification; minutes preparation and distribution; advancing committee work at the Board level; and management of committee projects.

**CORPORATE COMMUNICATIONS/PUBLIC
RELATIONS; MEDIA; AND COALITION BUILDING**

ASMI provides communications services to our association clients. These services include: media and press relations; press releases; article placement; editorial services; and graphics and design services.

ASMI is proficient at coalition building. We identify organizations with common goals and like interests and work to identify issues of mutual concern. We have built many coalitions in the emergency management arena. In fact, Advocates for EMS, one of ASMI's clients, is the result of coalition building by one association (NASEMSO) managed by ASMI.

STATISTICS PROGRAM/SURVEY MANAGEMENT

For several clients, ASMI manages statistics programs that provide valuable business information used by members to benchmark their performance and track professional trends. ASMI works in an environment that maintains the confidentiality of data. Compilations are provided only to members that participate by providing data. Additionally, ASMI is adept at periodic special focus surveys. These can be conducted via e-mail or using an Internet survey tool. Results can be analyzed and provided to the membership.

FUNDRAISING (SCHOLARSHIP) AND GRANT PROPOSAL WRITING

For several clients, ASMI manages government grants and all financial and program accounting relevant to maintain those grants. In addition, for one client (IAEM), ASMI manages a scholarship program that provides financial awards to deserving students. ASMI has extensive experience in fundraising for client programs.

ASMI's grant writing team seeks grant programs (including government programs) that are appropriate for each of our clients and submits applications. Grants are managed by our Finance Department and the Grants Management Team.

AWARDS PROGRAM MANAGEMENT

ASMI manages special programs for clients including two extensive media contests that garner more than 500 entries and an international Scholarship Program with awards based on merit. Recognition is an important component of volunteer service and ASMI is available to counsel and support CoAEMSP on any awards programs it wishes to create.

CERTIFICATION PROGRAM MANAGEMENT

ASMI guided the International Association of Emergency Managers through the development of a certification program for emergency managers. The program was funded by a grant from FEMA and is recognized by many employers as a necessity for employment. IAEM recently certified its 1,069th person and continues to grow the program through a second FEMA grant. ASMI personnel also support an emergency management higher education project which may evolve into institutional accreditation.

Transition Policies

TRANSITION PROCESS

Included in *Appendix C* is a transition template. ASMI's goal is to complete the transition within 60 days given good records, a clean financial audit, and cooperation by the current management team. ASMI will devote all resources necessary to the transition.

When financial assets are transferred, a mutual acknowledgement is required of what is put into ASMI custody. A sign-off package will include corporate documents, contracts, and other instruments of obligation, asset or liability.

TRANSITION FEES

During the transition period, ASMI charges an additional fee to cover the significant work and personnel required to handle tasks outlined on the transition template in *Appendix C*. Start-up will require intensive dedication of time.

“Our organization has recently undergone a significant period of growth. It is unthinkable where we would be today without the dedicated staff at ASMI. Their values of accessibility, enthusiasm, professionalism and resourcefulness continue to assist us as we grow our association membership.”

FERGUS LAUGHRIDGE, CPM

NAEMSO 2006-2008
PRESIDENT AND DIRECTOR,
NEVADA EMERGENCY
MEDICAL SYSTEMS



Pricing for ASMI Services

ASMI believes, in general, flat fee compensation packages reduce the risk for not-for-profit organizations with limited resources. Clients employing a flat fee compensation package are not burdened by additional operations surcharges and unanticipated billable hours, which can be quite significant in the association management industry. ASMI's fee will be based on the range of services needed by the client.

ASMI's management fees are "fully loaded" and include complete costs for services provided, including personnel and fringe; rent; utilities; repairs and maintenance; computer hardware, software and other office equipment; and overhead including taxes, insurance and other indirect costs necessary to provide services as defined in the Management Agreement.

We work with client partners to achieve their objectives of service within a budget.

ASMI is able to accurately estimate the level of effort required for services given a prudent transition term and process. Services that arise that are out of the scope are discussed in advance so the client is aware of any charges that would occur if the service were performed. Client satisfaction is always the first priority at ASMI. We work with client partners to achieve their objectives of service within budget. Occasionally, after a year of actual experience, adjustments by mutual agreement will occur.

ASMI has undertaken a combination of risk incentive/growth/flat fees with some clients and can offer suggested arrangements in this regard, if desired.

ASMI Clients

(ASMI Management Start Dates are in parenthesis)

ADVOCATES FOR EMS (2005)

WWW.ADVOCATESFOREMS.ORG

AEMS was founded as a not-for-profit organization by the National Association of EMS Physicians and the National Association of State EMS Directors to provide a voice for the EMS Community in Washington policy discussions. In a short three-year time frame, AEMS has grown into an organization with more than 50 corporate, organization and individual members and has succeeded in establishing relationships with members of Congress and staff on Capitol Hill.

AMERICAN TEXTILE MACHINERY ASSOCIATION (1982)

WWW.ATMANET.ORG

ATMA® is the only U.S. association devoted to the advancement of U.S.-based manufacturers of textile machinery, equipment and parts. Its 50-plus member companies represent a significant percentage of total industry volume of capital machines.

ASSOCIATION OF VACUUM EQUIPMENT MANUFACTURERS (2007)

WWW.AVEM.ORG

AVEM is a trade association for the vacuum industry, which collects statistical information on the worldwide quarterly sales of vacuum pumps, vacuum instrumentation and vacuum hardware. Data is collected on specific product lines. AVEM has more than 70 member companies.

CYANIDE POISONING TREATMENT

COALITION (2006) WWW.CYANIDETREATMENT.ORG

CPTC is a non-profit organization made up of organizations and individuals who have direct involvement with the identification and treatment of cyanide exposure. Currently there are few resources that raise awareness about the risk of cyanide exposure. Through joint strategic initiatives to focus the required attention and resources on issues, the members of the CPTC aim to increase awareness about the risk of cyanide exposure in order to improve early recognition and appropriate treatment.

INTERNATIONAL AIR ROUTE DEVELOPMENT ASSOCIATION (2008)

IARDA was formed in early 2008 to represent the interests of those involved in air service development in airlines, airports and supplier organizations, and to provide a focused association to voice industry views and opinions. A major goal of IARDA is to address how airlines and airports expand their route networks and continue to grow in the face of its many geopolitical and environmental challenges.

INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS (1985)

WWW.IAEM.COM

IAEM has more than 4,000 members whose focus is protecting life and property from disaster. Services include a professional certification program, scholarship program, national representation on emergency management issues, monthly newsletter, and more. IAEM sponsors a trade show, EMEX, during its Annual Conference.

INTERNATIONAL AVIATION GROUND SUPPORT ASSOCIATION (2002)

WWW.IAGSA.ORG

IAGSA supports manufacturers and suppliers of ground support equipment to the aviation industry. Priority issues for the group include standards, insurance, trade shows, safety, and a collective voice to address these and other important topics. IAGSA was the sponsor of AirportExpo 2008.

NATIONAL ASSOCIATION OF GOVERNMENT COMMUNICATORS (2006)

WWW.NAGCONLINE.ORG

NAGC is a national not-for-profit professional network of federal, state and local government employees who disseminate information within and outside government. Its members are editors, writers, graphic artists, video professionals, broadcasters, photographers, information specialists, and agency spokespersons. NAGC is the only organization for, by and about government communicators and communications.

NATIONAL ASSOCIATION OF STATE EMS OFFICIALS (1996)

WWW.NASEMSO.ORG

NASEMSO is an organization comprised of state EMS officials from each state, the District of Columbia, and the U.S. territories. Formed in 1980, it provides leadership and support in the development of national EMS systems, fosters communication among state officials and between state and federal officials, and represents the specific needs and opinions of state EMS systems and their programs on national issues.

PROCESS EQUIPMENT MANUFACTURERS' ASSOCIATION (1985)

WWW.PEMANET.ORG

PEMA® represents manufacturers of equipment to physically or chemically increase the value of a raw material or product. Its 55 members are largely based in the Midwest and Northeast United States. Senior level management meets three times a year on a variety of business topics.

PRODUCT LIABILITY PREVENTION AND DEFENSE GROUP (1988)

PLP&D is a coalition of capital equipment producers from six industry associations. It is flexibly structured for information sharing to help prevent product-related accidents, avoid litigation, and improve liability defense.

Client References

INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS

Employees: 4 FTE - Budget: Greater than \$1M

Reference: Michael D. Selves, CEM
IAEM President
Johnson County Emergency
Management & Homeland Security

Phone: (913) 782-3038

Email: mselves@jocogov.org

Services

Provided: Committee Support and Staffing; Meetings Management; Special Events Management; Exhibit Development, Sales, and Management; Database Management; Fiscal Management; Publications Management; Membership Recruitment and Retention; International Membership/Services Development; Directory Production; Copying and Mailhouse Services; Strategic Planning and Visioning; Professional Certification Processing and Management; Web Site Management; Contracts Management; Marketing; Meetings Program Development and Management; Government Relations; Advocacy; Coalition Building; Fundraising; Foundation Management (Scholarship Program).

NATIONAL ASSOCIATION OF STATE EMS OFFICIALS

Employees: 3.5 FTE - Budget: Greater than \$1M

Reference: Fergus Laughridge
NASEMSO President
Supervisor, EMS Office
Nevada State Health Division
Carson City, NV

Phone: (775) 687-3065

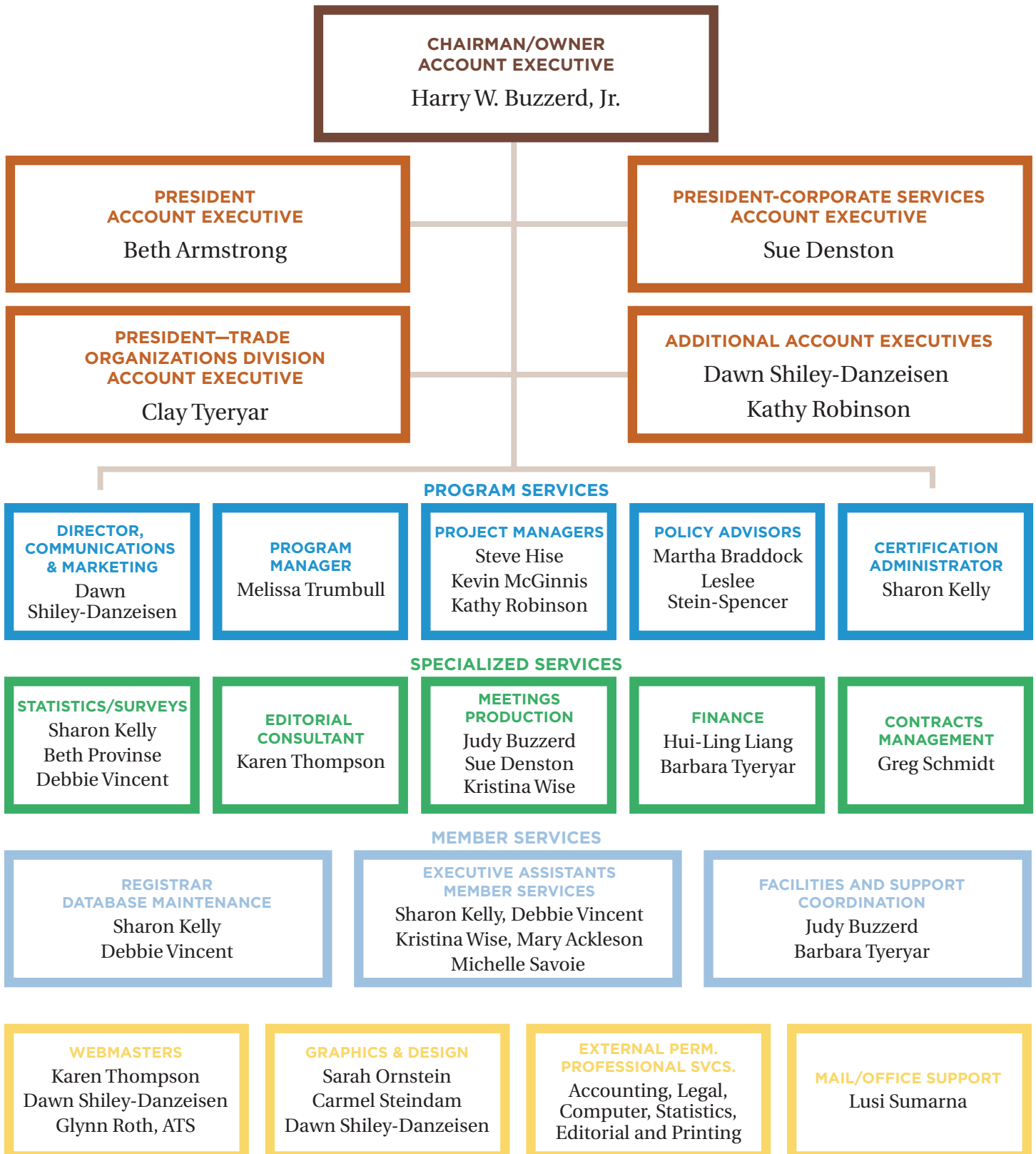
Email: laughridge@ems.state.nv.us

Services

Provided: Committee Support and Staffing; Meetings Management; Exhibit Development, Sales, and Management; Database Management; Fiscal Management; Publications Management; Membership Recruitment and Retention; Copying and Mailhouse Services; Web Site Management; Contracts Management; Marketing; Meetings Program; Government Relations; Advocacy; Coalition Building.

ASMI Organization Chart

This chart depicts primary roles of staff; all expertise is available to each ASMI client as needed.



Note: This illustrates staff resources available to ASMI clients; while the graphical arrangement appears hierarchical, ASMI practices a team approach to client services. Some staff perform in multiple capacities, thus, some names appear in more than one box.

APPENDIX B

ASMI Performance Policy Statement and Quality Assurance Program

EMPLOYEE QUALITY

Association and Society Management International (ASMI) maintains a high threshold for employment qualifications within the company, resulting in experienced and quality staff, and boasting a wide range of expertise and knowledge—from conference/meetings management to strategic planning and visioning.

Competence and knowledge of staff is included in new client proposals and published on ASMI's Web site. ASMI sustains a highly energized work environment by providing periodic career counseling and performance reviews. Staff evaluations incorporate findings of client satisfaction surveys.

INTERNAL QUALITY ASSURANCE PARAMETERS

Responsiveness—ASMI policy requires employees to respond to all calls and written inquiries within 48 working hours. Incoming mail is date stamped and a “reading file” tracks exchanges. ASMI account executives monitor all client program delivery ensuring service speed and accuracy.

Communications—documents are spell-checked and proofread prior to release. ASMI staff are required to be responsive via e-mail, telephone, and written correspondence, and must regularly check voicemail when out of the office. Key client leadership are provided direct-dial and cell-phone numbers of account executives.

Productivity—work teams are supervised as appropriate to ensure that client programs are advanced effectively and efficiently.

PERFORMANCE SERVICE SYSTEM

ASMI conducts regular staff meetings to review productivity, communications and responsiveness. Tools such as a master calendar of programs and activities, a centralized task list, and time records are used to track work progress and client service.

ASMI provides the following procedures for “Financial Reporting,” “Client Satisfaction Survey” and “Performance Review with ASMI Principals” to ensure continuous, quality service.

FINANCIAL REPORTING

The Board receives regular updates, and ASMI distributes the finance statements and special projects statements at the direction of the association treasurer.

A periodic audit, compilation, review or other type of systems documentation is arranged at the client's expense to ensure that year-end financial statements prepared for the client by ASMI present fairly, in all material respects, the financial position and changes in net assets, and that cash flows at year-end are in conformity with generally accepted accounting principles (GAAP). Should an association receive more than \$350,000 in federal funding within one

fiscal year, an audit is conducted to ensure that operations are in accordance with federal OMB A-133 audit standards.

CLIENT SATISFACTION SURVEY

ASMI recommends a client satisfaction survey. For clients that choose, ASMI conducts, with input and approval from client leadership, a management services satisfaction survey of the Board of Directors on an annual basis. The survey includes the key service categories outlined in the management agreement. Sample measurements of satisfaction (i.e. responsiveness, timeliness and quality) are: Central Office Facilities; Membership Services (materials and processes); Member Communications (listserv, newsletter and e-mails); Web/Database Service (maintenance and updates); Financial Management (timeliness of expense reimbursements, general ledger maintenance, demonstration of adequate internal controls, etc.); Grants and Contracts Management; Meetings and Conferences (staff support); and Committee Support.

The survey is accomplished after six months of service for new clients, and annually thereafter. It should occur six months prior to management agreement renewal and is an ASMI method to identify performance improvement areas.

PERFORMANCE REVIEW WITH ASMI PRINCIPALS

ASMI schedules at least annually a conference call between ASMI principals and officers to discuss service satisfaction, current activities, staff performance, and other key areas. ASMI also can schedule (based on client leadership availability) annual face-to-face meetings between ASMI principals and leadership to discuss current and future activities, overall staff performance, and other key areas. ASMI also recommends that the association's president and executive director regularly participate in a chief staff executive-chief elected official symposium to help establish the leadership approach and focus on strategic planning and visioning.

CLIENT CONTRACT REVIEW AND AMENDMENT PROCEDURES

The management agreement is included in Board manuals or otherwise provided to the current leadership of each client. ASMI ensures contractual services are provided, and clients are encouraged to request additional services outside the scope of work, at additional cost. Each client reviews the management contract and addendums on a regular basis, at least as often as the contract is extended. The account executive informs the client service team in face-to-face meetings of updates to the scope of service.

Transition Template

FROM START DATE	60-30 DAYS	30-15 DAYS	15-5 DAYS	5 DAYS — FINAL
SOFTWARE Accounting Membership Cert/Education	Assess Software.	Install and test software and test data transfer.	Transfer data to new systems.	Systems online five working days prior to assumption of administration.
WEB SITE	Contact Webmaster.	Transition of webmaster and server of residence.	Test and finalize Web site residences.	Confirm Web site status to leadership.
CONTRACTS	Review all contracts in force.	Notify contractors of change of venue and contacts.	Prepare summary of contracts in force.	Summarize all contracts in force for leadership.
BANKING Establish Accounts Lock Box Signature Cards	Establish independent accounts for client. Notice to current bank.	Confirm accounts. Distribute signature cards to designated officers.	Transfer funds to established accounts. Confirm signature cards received by bank.	Notify leadership of transition of accounts.
RESERVES AND INVESTMENTS	Develop summary of investment accounts and contacts.	Contact all to inform of change of management. Request new contact forms.	Send new contact forms to leadership, sign as needed, and return to establishment.	Provide summary of accounts and maturation schedule to leadership.
BUDGET	Review current budget.	Notify leadership of any anticipated expenditures for move.	Prepare revised budget and one-time costs summary.	Review revised budget and any one time expenses with leadership.
DELIVERABLES Programs Publications Education	Review all programs. Create full calendar of activity and deliverables.	Transition day-to-day activity to ASMI staff.	Finalize conversion to ASMI staff. Review deliverables schedule with staff.	Provide calendar of deliverables to leadership.
LEGISLATIVE AND REGULATORY	Review organizational agenda and status of current initiatives with outgoing management and leadership.	Establish contact with any third party representation. Build contact outline to transition issue management.	Coordinate conference call and/or meeting to define issues tasking for balance of session.	Provide brief summary status of topics to leadership.
ALLIED ORGANIZATIONS AND/OR CHAPTERS	Develop accurate list of allied organizations with contact information.	Send transition notice to each organization.	Followup with phone calls to key leadership.	Report on contacts to leadership.
MEDIA RELATIONS AND PR	Develop accurate list of media contacts—general press and trade specific press.	Send release to all outlets with change of address and revised contact information.	Confirm receipt by follow-up calls or e-mails. Possible brief teleconference including leadership.	Report to leadership.

APPENDIX C

Transition Template (cont.)

FROM START DATE	60-30 DAYS	30-15 DAYS	15-5 DAYS	5 DAYS — FINAL
CORPORATE DOCUMENTS Incorporation Doc IRS Determination Letter Bylaws Audits	Review all corporate documents for validity and accuracy.	Notify agents of change of address.	Collect corporate documents in reference manual.	Provide summary of review and status to Delivery leadership. of transition audit.
INSURANCE(S) D&O Convention Cancellation Property & Travel	Review all coverage in force and confirm renewal dates.	Notify carriers of change of location.	Collect all policies in reference manual.	Provide summary of coverage in force to leadership.
IDENTITY	Develop list of collateral materials. Identify those requiring address change.	Order new printed materials, phone numbers, URL registrations, etc.	Receive printed materials. Prepare electronic contact information.	Change electronic contact information.
MEMBERSHIP NOTICE	Prepare first transition notice and mail at 30 days.	Mail second notice of transition with start date at 15 days.	Fax and e-mail transition notice at 5 days.	Notice on Web site of change of location.
VENDOR NOTICE	Prepare transition notice mail.	Mail notice to vendors.	Confirm vendors aware of change of venue.	Report on vendor notice to leadership.
PHYSICAL FILES, INVENTORY AND EQUIPMENT	Visit current location, determine space needs.	Prepare space and contract for storage, if needed.	Physical move. Inventory and set up.	Ready at five days.
LEADERSHIP ORIENTATION	Send Leadership update on transition at 30 days.	Contact all national leadership to inform of change of management.	Finalize agenda for Transition Orientation with Chairman and/or designated contacts.	Review all transition activity in Leadership Transition Conference Call/Meeting.

APPENDIX D

MANAGEMENT AGREEMENT

AGREEMENT made this # day, 200#, by and between XYZ Association, Inc. (hereinafter referred to as "XYZ"), a non-profit corporation chartered under the laws of [state], and Association and Society Management International, Inc. (hereinafter referred to as "ASMI"), a for-profit corporation chartered under the laws of the Commonwealth of Virginia, with its principal place of business at 201 Park Washington Court, Falls Church, Virginia 22046.

WHEREAS, ASMI is engaged in the business of providing management services to non-profit corporations;

WHEREAS, XYZ is a non-profit corporation which desires to engage a professional management firm to manage its operations; and

WHEREAS, XYZ desires to obtain professional management services from ASMI.

NOW, THEREFORE, in consideration of the premises listed above, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, XYZ hereby engages ASMI to provide professional management services on the terms and conditions hereinafter set forth in this Management Agreement (hereinafter referred to as the "Agreement"):

1. MANAGEMENT SERVICES

1.1 Scope of ASMI's Duties. XYZ hereby engages ASMI as an independent contractor to provide customary professional management services to XYZ. ASMI shall perform duties commonly performed by the chief staff officer (i.e., executive director or other title common to non-profit corporations) and other staff of a non-profit corporation. In particular, ASMI shall provide to XYZ the management and other services described in Exhibits A through C attached hereto and incorporated into this Agreement. Any changes to the management and other services described in the Management Agreement and Exhibits A-C by either ASMI or XYZ shall be deemed an amendment to, and a change to the scope of services under, this Agreement and shall be governed by paragraph 15.

1.2 Governance and Staff. ASMI acknowledges that XYZ's Executive Committee, defined as XYZ's Chairman of the Board, Immediate Past Chairman, Vice Chairman, Corporate President, and Corporate Vice President, has ultimate control over the management of XYZ's operations and finances. Throughout the term of this Agreement, an individual employed by ASMI and approved by XYZ's Executive Committee, shall serve as Executive Director of XYZ. ASMI, after consultation with the Executive Director, shall at its discretion assign ASMI employees to serve XYZ in fulfilling the terms of this Agreement. ASMI agrees to provide at least two weeks prior notification to the XYZ Executive Committee regarding any anticipated employment action involving either the Executive Director or the [title].

1.3 XYZ's Offices and Equipment. ASMI shall provide offices and equipment, which shall remain under ASMI's exclusive control and ownership, needed to manage the affairs of XYZ under this Agreement. ASMI's business location, which may change from time to time, shall be XYZ's corporate offices and headquarters address.

1.4 Preparation and Monitoring of Annual Budget. Prior to the commencement of XYZ's fiscal year, XYZ's Board of Directors shall adopt an operating budget for such fiscal year. Such budget shall be in the form and level of detail agreed upon between XYZ's Executive Committee and its Executive Director. It shall be the responsibility of XYZ's Executive Director to monitor the budget as part of his or her monthly financial reporting obligation to the Board of Directors. The ASMI Accounting Department shall prepare a monthly summary financial statement for review by the Treasurer, Chairman of the Board and Executive Director by the 20th day following the last business day of the month.

1.5 Handling of XYZ's Funds. ASMI is hereby authorized to handle funds on behalf of XYZ. ASMI shall establish one or more accounts in federally-insured depository institutions to be chosen at the sole discretion of ASMI and shall deposit all monies received by ASMI for XYZ's operations into such account(s). The following persons shall be sole signatories on all accounts of XYZ maintained by ASMI: XYZ's Chairman, XYZ's Treasurer, XYZ's Executive Director and an ASMI Finance Department employee mutually agreed to by ASMI and XYZ. ASMI and XYZ agree that all checks from XYZ's accounts in the amount of \$10,000 or higher, with the exception of checks for the ASMI management fees under Section 3, shall be signed by a minimum of two of the individuals listed above.

1.6 ASMI's Authority to Bind XYZ. ASMI, through the Executive Director, shall have authority to negotiate and enter into agreements with third parties for the purchase of goods and services reasonably necessary to and in the ordinary course of XYZ's business, provided that such agreements are consistent with XYZ's approved annual budget. ASMI shall not purchase any goods or services for the account of XYZ from any entity related to ASMI without first disclosing to XYZ the fact and nature of such relationship and XYZ gives prior written approval for such purchase.

1.7 Semi-Annual Performance Review. XYZ's Executive Committee and ASMI shall meet semi-annually, either via telephone conference or in person, at a time and place mutually convenient to both parties, to review management services over the previous six months and to plan for the next six months.

2. TERM OF AGREEMENT.

2.1 Initial Term. The initial term of this Agreement shall be from date of signature of this agreement to December 31, 2005.

2.2 Subsequent Terms. This Agreement automatically shall extend for a period of one year upon its initial expiration on December 31, 2005 and subsequent expirations on December 31 of subsequent years, unless ASMI or XYZ provides timely and written notice to the other party of the intent to terminate this Agreement as provided under Section 4 of this Agreement.

3. COMPENSATION OF ASMI

3.1 Monthly Compensation. In exchange for receiving from ASMI the services set forth in Paragraph 1 hereof and Exhibit A hereto, XYZ shall pay to ASMI a monthly management services fee. Such fee shall be payable via electronic funds transfer from XYZ's bank account to ASMI's bank account on the first day of each month.

3.2 Amount of Monthly Compensation in 2003. For the period April 1, 2003 through December 31, 2003, ASMI's monthly compensation shall be \$, which represents an annualized payment of \$.1 This annualized compensation is comprised of \$ for management fees and \$ for office rental, utilities, equipment and maintenance.

3.3 Annual Compensation Adjustments After 2003.

ASMI's monthly compensation after December 31, 2003 for the remainder of the initial term of this Agreement, and for any subsequent terms under paragraph 2.2, shall be determined on a calendar year basis via mutual agreement between ASMI and XYZ's Executive Committee. In the event such a mutual agreement is not reached by January 1 of each calendar year, ASMI's monthly compensation shall be increased by the amount of the previous year's Consumer Price Index as determined by the U.S. Department of Commerce until such time as such an agreement on monthly compensation for that calendar year is reached.

3.4 Expenses Included in Monthly Compensation. There shall be included in ASMI's monthly compensation those expenses set forth in Exhibit B, Paragraph 1, which is hereby incorporated into this document.

3.5 Expenses Not Included in Monthly Compensation. There shall not be included in ASMI's monthly compensation those expenses set forth in Exhibit B, Paragraph 2. XYZ shall reimburse ASMI monthly for any and all Paragraph 2 expenses incurred by ASMI, provided that ASMI shall itemize such expenses and shall submit reasonable documentation for such expenses to XYZ's Treasurer on demand. Purchases and expenditures incurred by ASMI on behalf of XYZ shall be billed to XYZ at ASMI's costs with no mark-up. ASMI's invoices for expenses and disbursements are payable by XYZ within thirty (30) days.

4. TERMINATION OF AGREEMENT.

4.1 Without Cause. Either ASMI or XYZ may terminate this agreement without cause by giving the other party twelve (12) months prior written notice thereof, provided that such notice may not be given by either party prior to January 1, 2005.

4.2 With Cause by ASMI. In the event that XYZ does not fulfill either its payment obligations under Paragraph 3 of this Agreement, and/or any agreed upon deadlines and commitments to ASMI, ASMI shall give XYZ written notice of same and ninety (90) days to cure same. If XYZ does not cure within ninety (90) days, ASMI may terminate this agreement effective one hundred eighty (180) or more days after the date of the written notice given under this subparagraph.

4.3 With Cause by XYZ. In the event of a material breach by ASMI of its obligations under this Agreement, XYZ's Executive Committee shall give ASMI written notice of the specific nature of the breach and ninety (90) days within which to cure said breach to XYZ's satisfaction. If ASMI does not satisfactorily cure said breach within such period, XYZ may terminate this Agreement effective one hundred eighty (180) or more days after the date of the written notice given under this subparagraph.

4.4 With Cause for Dissolution or Bankruptcy. — Either ASMI or XYZ shall have the right to terminate this Agreement immediately upon the dissolution or filing for voluntary or involuntary bankruptcy (or its equivalent) by ASMI or XYZ, or upon fraudulent actions by the other party.

4.5 Effect of Notice of Termination. All monthly management service fees shall be prorated to and including the day of termination. All expenses incurred pursuant to Paragraph 3 shall be payable in full. Any other obligation due and owing by either party to the other at the time of termination shall remain in full force and effect and shall survive termination of this Agreement until such obligation is satisfied, unless otherwise agreed in writing by both parties.

4.6 Audit Upon Termination. Upon termination of this Agreement by either party, an audit of XYZ's assets shall be performed by an independent accounting firm mutually acceptable to the parties. The cost of such audit shall be paid by XYZ.

4.7 Rights and Obligations Upon Termination. Within fifteen (15) days of the effective date of termination of this Agreement, ASMI shall deliver to XYZ's Chairman, or to his or her designee as identified in writing, all XYZ records, documents, materials and other tangibles in its keeping in respect to its management of XYZ in whatever form maintained and stored. XYZ shall be responsible for the expenses of delivering such records.

5. OWNERSHIP OF MATERIALS AND INFORMATION.

5.1 Ownership by XYZ. All materials and information produced by or for ASMI, for the benefit of XYZ pursuant to this Agreement, are and shall be the sole property of XYZ. Such materials include without limitation XYZ's customer and prospect lists, courses and meeting registration lists, other mailing lists, publications, copyrights, trademarks, files, financial records, and similar property or information acquired during the term of this Agreement. Should this agreement be terminated, all such materials and information shall be delivered by ASMI to XYZ, or to XYZ's designee as designated by XYZ in writing, at XYZ's expense.

5.2 Ownership by ASMI. All procedures, forms and computer programs used by ASMI in providing services to XYZ under this Agreement (with the exception of such procedures, systems, or computer programs which were purchased by XYZ or purchased by ASMI and charged to XYZ, which items shall be considered the sole property of XYZ) are the property of ASMI and may be used further by ASMI at any time for any purpose it requires.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

In General. ASMI acknowledges that it is engaged under this Agreement as an independent contractor and that neither it nor any of its employees shall be considered an employee of XYZ for any purpose under any Federal or State statute rule, or regulation. XYZ will not compensate directly any former or current ASMI employee either during the term of this Agreement or within two (2) years after the termination of this Agreement.

7. NON-COMPETE

7.1 ASMI's Obligations. — ASMI covenants and agrees that it will not, for the period of time of this Agreement and for two (2) years from the date of termination of this Agreement, engage directly in competition with XYZ in the [project] or certification business anywhere in the world or provide programs similar to any XYZ programs developed or operated during the term of this Agreement.

7.2 Not Restraint of Trade. ASMI acknowledges that subparagraph 7.1 is not intended to restrain, does not restrain, and will not restrain it from engaging in a lawful trade, profession or business. ASMI agrees that the restrictions as to time and geography are reasonable and necessary to protect the legitimate interests of XYZ.

7.3 ASMI's Rights. Notwithstanding the foregoing, XYZ acknowledges the ASMI is engaged in the business of providing management services to trade associations and non-profit corporations and that ASMI is free to contract its services to other clients at any time, and that, except as otherwise precluded herein, XYZ will not object to such contracts. ASMI will devote such time, personnel and facilities as are necessary and are mutually agreed upon to perform satisfactory services for XYZ as directed by the Executive Committee and according to the principles of good management will effectively carry out the objectives and goals of XYZ.

7.4 XYZ's Obligations. XYZ agrees that during the term of this Agreement and for two (2) years thereafter, it will not, without the prior written consent of ASMI, hire or attempt to hire, or permit the hiring by a third party under a subsequent management agreement, as an employee or lease employee or engage as an independent contractor for any reason whatsoever any individual who was an employee or leased employee of ASMI assigned to XYZ matters during the preceding twelve (12) month period. In the event of breach or threatened breach of this paragraph by XYZ, ASMI shall be entitled to liquidated damages in the amount of one year of the annual management fee in effect at the time of the breach, injunctions, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such shall be in addition to all other remedies available at law or in equity.

8. INDEMNIFICATION.

8.1 ASMI's Obligations. ASMI shall indemnify XYZ and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of: (a) any action of ASMI not in the ordinary course of XYZ's business and taken without XYZ's knowledge and consent; and, (b) any negligent act or omission of ASMI or its employees or agents.

8.2 XYZ's Obligations. XYZ shall indemnify ASMI and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of ASMI's actions taken on behalf of XYZ or resulting from ASMI's relationship with XYZ, provided that XYZ shall not be obligated hereunder with respect to: (a) any action of ASMI not in the ordinary course of XYZ's business and taken without XYZ's knowledge consent; or, (b) any negligent act or omission of ASMI.

9. INSURANCE.

9.1 General Liability. ASMI shall maintain, at its expense, adequate and appropriate general liability insurance coverage during the term of this Agreement.

9.2 Directors and Officers Liability. ASMI shall maintain, at XYZ's expense, adequate and appropriate general liability and association professional liability (directors and officers liability) insurance coverage for XYZ during the term of this Agreement.

10. ARBITRATION.

10.1 Resolution of Disputes. In the event of a dispute, ASMI and XYZ agree to use their best efforts to negotiate in good faith between themselves for a period of thirty (30) days, or such longer period as may be mutually agreed, to resolve all such disputes in an amicable manner.

10.2 Referral to Arbitration. If ASMI and XYZ are unable to resolve a dispute arising out of this Agreement through negotiation under subparagraph 10.1, the parties shall submit to binding arbitration of the dispute. Arbitration will take place in Virginia and be conducted by JAMS/Undisputed, or its successor, and in accordance with the rules of the American Arbitration Association modified as required so that the entire proceeding takes no longer than sixty (60) days.

10.3 Enforcement of Arbitration Determination. The determination of the Arbitration Panel shall be accompanied by a written opinion and shall be final and binding on ASMI and XYZ and may be enforced by any court of competent jurisdiction.

11. CONTROLLING LAW AND VENUE

11.1 Controlling Law. The laws of the Commonwealth of Virginia shall govern, construe, enforce, and control the validity, interpretation and performance of this Agreement.

11.2 Venue. The Courts of the Commonwealth of Virginia shall be the venue for any disputes arising under this Agreement, and ASMI and XYZ agree to waive personal jurisdiction, subject matter jurisdiction, and venue with respect to these Courts.

12. NOTICES.

Any notices given under this Agreement shall be in writing and delivered by facsimile or e-mail and certified mail addressed to ASMI and XYZ, principals, or their successors, as follows:

NAME
Title
XYZ Association
Address

Association & Society Management International, Inc.
c/o Mr. Harry W. Buzzerd, Jr.
201 Park Washington Ct.
Falls Church, VA 22046

13. ASSIGNMENT

Neither ASMI or XYZ may assign its rights, or delegate its duties, under this Agreement to any person or entity without the prior written contact of the other party. The rights and duties set forth in this Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of ASMI and XYZ.

14. ENTIRE AGREEMENT

This Agreement, along with Exhibits A and B attached hereto, represent the entire agreement and understanding of ASMI with respect to the subject matter hereof and supersedes any prior or contemporaneous discussions, representations, or agreements, oral or written, of the parties regarding this subject matter.

15. AMENDMENT OF AGREEMENT

This Agreement shall not be modified except by further writing signed by the respective chief executive officers of ASMI and XYZ.

16. SEVERABILITY.

If any provision contained herein is determined by a court of competent jurisdiction or an arbitration panel to be invalid or enforceable, said determination shall not affect the validity and enforceability of the remaining provisions thereof. ASMI and XYZ represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

17. FORCE MAJEURE.

Neither ASMI or XYZ shall be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is cause by strikes, acts of God or the public enemy, riots, or interference by civil or military authorities, provided, however, that non-performance hereunder shall be excused and shall not constitute a default for a maximum of sixty (60) days per qualifying event.

18. PARAGRAPH HEADINGS.

The paragraph headings and numbers within this Agreement are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

* * *

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized by ASMI and XYZ to do so, have executed this Agreement on behalf of ASMI and XYZ on the dates indicated below.

For Association & Society Management International, Inc.

Harry W. Buzzerd, Jr.
President

Date

Witness

Date

Witness

Date

For XYZ Association, Inc.

NAME
Title

Date

Witness

Date

Witness

Date

EXHIBIT A

MANAGEMENT SERVICES

1. ADMINISTRATIVE.

1.1 Facilities.

- 1.1.1 Provide fully-equipped headquarters office.
- 1.1.2 Provide files and storage for XYZ's documents, materials, and records.

1.2 Planning.

- 1.2.1 Develop an annual planning calendar for the following year.
- 1.2.2 Develop program procedures and project action plans.
- 1.2.3 Develop, in consultation with XYZ's Treasurer, a draft annual budget for the following year to be submitted, reviewed, and adopted by XYZ's Board of Directors.

1.3 Board of Directors and Committees.

- 1.3.1 Provide professional non-profit corporation management advice to officers and directors.
- 1.3.2 Prepare meeting notices, agendas, reports, and meeting materials for all XYZ Executive Committee and Board of Directors meetings.
- 1.3.3 Make all meeting site and telephone conference arrangements.
- 1.3.4 Provide required staff at Executive Committee and Board of Directors meetings and telephone conferences.
- 1.3.5 Take, transcribe, edit, and distribute all meeting minutes.
- 1.3.6 Make reports and provide input at meetings.
- 1.3.7 Assist in the management of the election process for officers and directors.

1.4 Financial and Corporate

- 1.4.1 Manage accounts payable and issue checks.
- 1.4.2 Issue billings and manage accounts receivable.
- 1.4.3 Enter cash receipts and make bank deposits into XYZ's account(s).
- 1.4.4 Reconcile bank statements monthly.
- 1.4.5 Post entries and maintain a general ledger.
- 1.4.6 Prepare monthly financial statements, investment reports, dated accounts receivable and check register reports in accordance with a schedule to be agreed upon with XYZ's Executive Committee. Distribute summary financial statement monthly to officers as directed by the Chairman within 20 days following the end of the previous month.
- 1.4.7 Distribute financial statements to the Board on a quarterly basis
- 1.4.8 Prepare and process course invoices and payment reminders.
- 1.4.9 Prepare year-end statements for current year tax returns.
- 1.4.10 Maintain liaison with legal counsel and with outside auditor.
- 1.4.11 Ensure timely tax and other filings due in current year.
- 1.4.12 Provide a sound fiscal cash management program, including a sound investment policy and practices.
- 1.4.13 Maintain liaison and oversight of contracted services and personnel.

1.5 General Operations.

- 1.5.1 Provide telephone reception and adequate dedicated telephone lines answered XYZ.
- 1.5.2 Supervise mailing and shipping operations.
- 1.5.3 Provide filing and clerical services.
- 1.5.4 Provide normal office supplies.
- 1.5.5 Manage inventory of XYZ materials, stationary and supplies.
- 1.5.6 Manage all XYZ incoming and outgoing correspondence.

2. EDUCATION AND CERTIFICATION PROGRAM

2.1 Maintenance of Program.

- 2.1.1 Maintain "XYZ's Special" program.
- 2.1.2 Maintain and keep current all XYZ examinations and course curricula.
- 2.1.3 Maintain any other educational or administrative materials appropriate for the conduct of XYZ courses, examinations, or certification programs.
- 2.1.4 Provide course and examination planning, coordination and follow-up on a timely basis.

- 2.1.5 Provide for instructor training, contracting, scheduling as required.
- 6.6.6 Conduct educational and certification activities necessary to meet financial goals and program objectives as determined by the annual budget.

2.2 Promotion and Administration of Program.

- 2.2.1 Propose to the Executive Committee and implement approved customer promotions.
- 2.2.2 Develop concept and provide staff for XYZ exhibits at trade shows.
- 2.2.3 Process course registrations and maintain database of course registrants.
- 4.4.4 Distribute course materials and prepare course registration reports as necessary.
- 4.4.5 Conduct all activities in budget.

3. WEBSITE AND COMMUNICATIONS.

3.1 XYZ Website.

- 3.1.1 Develop and maintain XYZ Web site in a professional manner, including a XYZ dedicated e-mail address.
- 3.1.2 Provide information on Web site on XYZ courses and examinations, registration for such courses and examinations, as well as other information necessary to maintain Web site for prospective, current, and past customers.
- 3.1.3 Receive and respond to all communications on a timely basis.
- 3.1.4 Receive and process course and examination registrations on a timely basis.

3.2 Communications.

- 3.2.1 Maintain databases of all customers and extract data annually in a format appropriate for production of directory.
- 3.2.2 Provide writing, editing, proofreading, and desktop publishing for such directory and a periodic newsletter.
- 3.2.3 Arrange for and supervise design and layout, photography, film, printing, and distribution services for directory and newsletters.
- 3.2.3 Provide advertising sales, coordination, billing and collection.

EXHIBIT B

EXPENSES

1. EXPENSES INCLUDED IN THE MANAGEMENT FEE.

- 1.1. Office rent, utilities, repairs and maintenance.
- 1.2. Office furnishings, fixtures, and leasehold improvements.
- 1.3. Office equipment and maintenance contracts.
- 1.4. Telephone and voice-mail equipment and dedicated and non-dedicated telephone line charges.
- 1.5. Computer hardware and software, unless directed to purchase by XYZ, in which case such hardware and software shall be considered the property of XYZ.
- 1.6. Computer maintenance and support contracts.
- 1.7. Employee salaries, payroll taxes, insurance, and benefits.

2. EXPENSES NOT INCLUDED IN THE MANAGEMENT FEE.

- 2.1. Office supplies and materials, such as stationary, checks, forms, course materials, examinations, and other printed materials prepared specifically for XYZ.
- 2.2. Postage.
- 2.3. Courier and shipping charges.
- 2.4. Charges for long distance telephone calls.
- 2.6. External mailing and distribution services.
- 2.7. In-house photocopying at ASMI's customary rates.
- 2.8. In-house, desktop publishing at ASMI's customary rates.
- 2.9. Outside design, typesetting, pre-press work and printed materials.
- 2.10. Off-site storage of files and materials as necessary and as authorized by the Executive Committee.
- 2.11. Staff travel expenses incurred on behalf of XYZ.
- 2.12. Insurance expenses for general liability and directors and officers liability coverage.
- 2.13. Fees for an outside auditor and tax return preparer.
- 2.14. Outside attorney fees for services performed for XYZ.
- 2.15. Fees for consultants retained by XYZ.
- 2.16. Meeting expenses, including on-site temporary personnel
- 2.17. Internet services and expenses.
- 2.18. Other services and materials authorized by XYZ.
- 2.19. Employee training, professional dues, and subscriptions with exceptions pre-approved by the Executive Committee.