



ASSOCIATION OF PHYSICIANS OF PAKISTANI-DESCENT OF NORTH AMERICA

Addendum to Component Society Application

Memorandum of Understanding between APPNA and the Component Society

This Memorandum of Understanding is executed as a condition of recognition by and between the Association of Physician of Pakistani-descent of North America, hereinafter referred to as "APPNA", an Illinois not-for-profit corporation and a federally recognized 501c3 organization and the Component Society identified in Section 1 of the online recertification form, hereinafter referred to as "Component Society". APPNA and the Component Society hereby acknowledge and agree to the following terms and relationship.

RECITALS

- The APPNA Council is comprised of one elected officer from each of the recognized component societies of APPNA.
- The APPNA Bylaws set forth certain requirements and standards for recognition and operation of component societies.
- APPNA and the Component Society wish to clarify their mutual understanding of the Bylaw requirement and also those operational requirements that they deem essential to continued operation of APPNA and its numerous component societies.

Now, therefore APPNA and the Component Society agree that the aforesaid terms and conditions shall control recognition, rights and privileges of the Component Society in the APPNA Council.

1. APPNA wishes to clarify the Bylaw requirements and certain additional operational requirements it deems necessary for the continued operation of APPNA and its numerous component societies which are equally applied to all component societies without discrimination on any basis other than those set forth herein.
2. The Component Society recognizes APPNA as the parent body with overall governance authority over it and the other component societies.
3. In order to maintain its status as a recognized component society, the Component Society shall annually certify to APPNA Central Office by March 31st of each year, that its roster of members includes 25 active APPNA members and in shall notify APPNA if that number falls below 25 at any time during the year.
4. The Component Society understands the obligation of keeping its bylaws consistent with the Bylaws of APPNA and in case of a conflict, the terms of this Memorandum and the APPNA Bylaws will supersede the bylaws of the Component Society.
5. The Component Society agrees to provide the APPNA Central Office with a copy of its bylaws and commits to submit any amendments to its bylaws within thirty days of their approval.
6. The membership criteria of the voting members of the Component Society will be same as the criteria for voting membership in APPNA.
7. The timing of Elections and the Officer's terms of office will be parallel with those of APPNA.
8. The President of the Component Society is required to maintain primary residence in North America.
9. The Component Society agrees to make an annual report of its financial dealings to APPNA Central Office. The annual audited report will be sent to APPNA office before the end of March of the next year. In the event that the Component Society has its independent registration with IRS (an EIN), it will provide timely copies of its audited financial reports and its IRS Form 990 to APPNA.
10. All existing and future decisions of APPNA Council and General Body related to component societies will be applicable to the Component Society in addition to those covered by this MOU.
11. In the event that an issue arises with regard to the recognition of the Component Society, such matter shall first be reviewed by the President-Elect, if the Component Society wishes to challenge the determination of the President-Elect, the matter may be presented to the APPN Ethics & Grievance Committee.



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12. In case of any internal conflict within the Component Society or between two component societies, the issue shall first be presented to the President-Elect for review and verification of compliance with the APPNA Bylaws and this MOU, if this or another component society wish to challenge the determination of the President-Elect, the matter may be presented to the APPNA Ethics & Grievance Committee.

13. Failure to comply with the membership or reporting requirements after due process will result in termination of the Council membership and loss of voting privilege in Council Meetings.

Terms of Agreement between APPNA and the Component Society Pertaining to Finances

I, an officer of the APPNA Component Society as identified in the online application and a signer on the listed bank account(s), agree to comply with all APPNA guidelines regarding disbursement of funds. All disbursements will be to approved vendors or charitable recipients and supported by adequate documentation, subject to audit upon request. I agree to relinquish all signatory rights and authority to transfer or disburse funds at the end of your term of office.

*APPNA agrees to not disclose any personal information to other individuals/organizations.

Annual Statement on Conflicts of Interest

I, as the director, officer, council member or committee member (identified on the online certification form) of the Association of Physicians of Pakistani-descent of North America, hereinafter referred to as "APPNA", hereby affirm that:

1. Received a copy of APPNA's Conflict of Interest Policy.
2. Read and understood the Policy.
3. Agree to comply with the Policy, and
4. Understand that APPNA is charitable in nature and in order to maintain its federal tax exemption status, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.
5. I understand and acknowledge that my individual participation in or contribution to any other organization, including any organization that may from time to time contract with APPNA, is a separate and distinct relationship and I may not bind or otherwise involve APPNA in matters related to outside organizations.