

FertilityCare™ Centres of Australasia

AFFILIATION AGREEMENT

This affiliation agreement is being signed as a formal part of the application process for affiliation with FertilityCare™ Centres of Australasia, Inc., a not-for-profit corporation established for the purpose of uniting CrM FertilityCare services regionwide, and promoting the CRM FertilityCare™ System and NaProTECHNOLOGY.

NB. This affiliation is specifically between the FCCAu and the legal entity (business/centre) under which you offer FertilityCare or NaProTECHNOLOGY services.

The agreement is being made mutually and freely between FertilityCare™ Centres of Australasia, Inc. and

(Please insert the formal FertilityCare Centre or Medical Practice name requested for this affiliation)

This agreement specifically applies to the following affiliation category (mark only one):

- Full Affiliation CFCP*
FertilityCare Centre is operated by a CFCP certified by AAFCP.
- Full Affiliation CFCMC*
Medical NaProTechnology practice is operated by a CFCMC certified by AAFCP .
- Provisional Affiliation FCP*
FertilityCare Centre is operated by FCP still in the process of AAFCP certification.
- Provisional Affiliation NFPMC*
Medical NaProTechnology practice is operated by NFPMC who is still in the process of AAFCP certification.
- Associate FCPI*
FertilityCare Centre is operated by FCPI who is yet to complete a FertilityCare Education program.
- Associate*
Associate is supportive of FCCAu but is not currently an active FertilityCare Professional.

BASIC RESPONSIBILITIES

- I. As a formal part of this agreement, I/we agree that under the name “FertilityCare™” or “NaProTECHNOLOGY”:
 - A. Only services that are clearly recognized as CREIGHTON MODEL FertilityCare™ Services will be provided under the name “FertilityCare™.”. In addition, CrM FertilityCare™ Services shall only be provided under the name “FertilityCare™.”
 - B. Only services clearly recognized as ‘NaProTECHNOLOGY’, used with FertilityCare™ CrM charting services, will be provided under the name ‘NaProTECHNOLOGY’.
 - C. Services will always be provided consistent with the standards established in the training of Creighton Model FertilityCare™ (formerly Natural Family Planning) Practitioners, and Medical Consultants in the American Academy of FertilityCare™ Professionals (formerly American Academy of Natural Family Planning) Accredited Education Programs.
 - D. As a FertilityCare™ Centre or Medical Practice, ongoing efforts will be made to keep up to date with all current and newly developing components of the CrM FertilityCare™ System and NaProTECHNOLOGY.
 - E. Current versions of FertilityCare™ CrMS teaching materials must be used by all CFCPs.
 - F. All FCPs providing services under this affiliation agreement will hold and maintain current certification as a CFCP with the American Academy of FertilityCare™ Professionals.
 - G. All NFPMCs providing services under this affiliation agreement will hold and maintain current certification as a CFCMC with the American Academy of FertilityCare™ Professionals.

2. Details of Basic Responsibilities:

As a component of your affiliation agreement with FCCAu, the following responsibilities exist:

Please check “Yes” or “No” below to indicate your Centre’s compliance with these responsibilities.

If you check “No” please give reasons at the end of this section.

Please note that numbers 1-7 are not applicable to Medical Affiliates, while number 9 is not applicable to CFCP affiliates.

1. It is required that all teaching materials used be the most recent CrMS materials. Yes___ No___
2. It is required that the most current version (should match Chapter 7 in Book I (2003) or be the Power Point Version) of the Introductory Session Presentation be used. Yes___ No___
3. It is required that the most current version of the *Picture Dictionary* (2011) be used. Yes___ No___
4. It is required that the most current version of the Follow-up Form be used. Yes___ No___
5. It is required that the most current version of the long and short form Pregnancy Evaluations and Pregnancy Follow-up Forms be in use (2005). Yes___ No___
6. It is required that the Responsible Practitioner have and use the most current version of Book I (*Basic Teaching Skills - 2002*), Book II (*Advanced Teaching Skills - 2003*) and *Reproductive Anatomy and Physiology: A Primer for FertilityCare Professionals (2002)*. Yes___ No___
7. It is recommended that the Responsible Practitioner have and reference *The Medical and Surgical Practice of NaProTECHNOLOGY* textbook. Yes___ No___
8. It is required that the Medical Consultants and Practitioners read the most current version of the client Introductory Booklet. Yes___ No___
9. It is required that all Medical Consultants who provide NaProTECHNOLOGY services to an affiliated center have and use the most current version of *The Medical and Surgical Practice of NaProTECHNOLOGY* textbook. Yes___ No___
10. It is required that all FertilityCare Practitioners and Medical Consultants be certified by the

American Academy of Fertility Care Professionals within three years of application for Affiliation.

- I am certified by the American Academy of Fertility Care Professionals
- I am not certified by the American Academy of Fertility Care Professionals.

If yes, the date of my certification or renewal of certification is _____

*You must include a copy of your CFCP certificate or letter from AAFCP with your renewal

11. It is required that all Practitioners and Medical Consultants be members of the American Academy of Fertility Care Professionals. Yes___ No___

12. It is required that an annual meeting of the AAFCP be attended at least every 3 years by all CFCPs and CFCMCs from each affiliated center. Obtaining and listening to a complete set of recordings from the annual meeting could fulfill this. Yes___ No___

13. It is required that all CFCPs and CFCMCs update their fund of knowledge annually on NaProTECHNOLOGY in one or more of the following ways: Yes___ No___

- attending an annual AAFCP meeting
- collaborating with a CrMS Educator or Supervisor
- listening to AAFCP annual meeting audio recordings
- auditing Education Phase II of an education program
- independent study
- attend staff meetings with an educational component
- attend applicable conferences

14. If you've marked any of the above "No" please note reasons below:

BASIC PHILOSOPHICAL PRINCIPLES

- II. In addition to the above, and as a part of this agreement, I/we agree to the following philosophical principles:
- A. Our program will respect the value and dignity of each human life from its moment of fertilization (conception), through the time of natural death.
 - B. Our program or its individuals will not prescribe, or refer for contraceptive agents, sterilizations, abortion, or artificial reproductive technologies.
 - C. Our program recognizes that human sexuality is a function of the whole person, and not just a function of its parts. It further recognizes the scriptural notation that we are “created in the image and likeness of God”, and that such a philosophical principle ultimately dictates the approach to the human persons that will come under our care.
 - D. Our program will respect the inherent God-given dignity of each woman, man and child that it comes into contact with and that it will equally respect the God-given integrity of marriage.
 - E. Our program will make every attempt to provide accurate, and up to date information regarding the CREIGHTON MODEL FertilityCare™ System and NaProTECHNOLOGY®.
 - F. Our program agrees that it is the right of each married couple to determine for themselves the number of children they wish to have, in consultation with each other, in generosity and in prayer.
 - G. Our program and its leaders and administrators shall accept responsibility for the exercise of their professional judgment.

BASIC LEGAL ASSOCIATION

III. Now, therefore, providing that affiliate abides by the Statement of Principles set forth herein, affiliate and FCCAu hereby agree as follows:

1. AFFILIATE STATUS:

Affiliate is hereby granted “Affiliate Status” of FCCAu with all the rights and privileges set forth herein.

Affiliate will receive a certificate which corroborates this affiliation;

Affiliate’s information (name, phone, fax, and email) will be posted on the FCCAu website.

2. FCCAu will make accessible materials and supplies for teaching the CREIGHTON MODEL FertilityCare™ System to CFCEP affiliates, and notify affiliate of any updated materials and resources.

3. USE OF TRADEMARK:

- Affiliate shall be permitted to use the approved name (set forth above) on all company documents, letterhead, stationary, signage and advertisements.
- Affiliate is permitted to use the official logos of FCCAu. Affiliate’s use of the FertilityCare™ name and logo is limited to those uses specifically set forth above. Specifically, affiliate may identify itself as an affiliate of FCCAu, using the aforementioned approved name. This license to use the FCCAu trademark is non-exclusive and FCCAu may grant other certificates to organizations seeking affiliate status. The official name selected by affiliate, however, will not be issued to any other program.
- FCCAu reserves the right to coordinate names in a given region if that appears necessary.
- Affiliate shall not represent that it is owned or operated by FCCAu.
- Affiliate agrees that all ownership of the FertilityCare™ and NaProTECHNOLOGY name, logo, and trademark remains with FCCAu, and that affiliate has no ownership interest in said name, logo, and trademark.
- Affiliate shall take no action to infringe upon the trademark of FCCAu, nor shall affiliate register the FertilityCare™ or NaProTECHNOLOGY trademark with any state authority.

4. TERMINATION:

This Affiliation Agreement shall continue until terminated in one of the following ways:

- A. Either party may terminate the affiliation with thirty days written notice to the other party.
- B. This Agreement shall immediately terminate in the event of the sale, dissolution, transfer, liquidation, or bankruptcy of affiliate. If affiliate is an individual affiliate, the agreement shall terminate upon the death, disability or retirement of affiliate or loss of affiliate's medical license (if applicable).
- C. In the event that affiliate violates the basic responsibilities and/or philosophical principles set forth herein, or any other provision of this agreement, FCCAu may terminate the agreement immediately.

Upon termination of this agreement, affiliate shall disassociate its places of business from FCCAu's name, logo, and trademark by removing or replacing all signage, advertisements, letterhead or any other materials bearing the name, logo or trademark of FCCAu, or the FertilityCare™ System, or NaProTECHNOLOGY.

5. INDEMNITY:

Affiliate agrees that it will indemnify and hold FCCAu harmless from all fines, suits, proceedings, claims, demands or actions of any kind or nature, including reasonable attorney fee's and expenses incurred in defending same, brought by anyone whomsoever against FCCAu, arising or growing out of or otherwise connected with affiliate's operation of its business or by affiliate's use of the FertilityCare™ or NaProTECHNOLOGY name, trademark, or logo.

Medical Affiliates shall, prior to the commencement of affiliate status, and thereafter at all times during the entire term of this agreement, ensure the currency and adequacy of their medical malpractice insurance.

Affiliate agrees to provide written verification in the Medical Consultant Collaborative Agreement of the existence of said policies.

6. LIMITATIONS ON AUTHORITY:

Affiliate is an organization independent from FCCAu, and shall be solely responsible for managing its own day to day operations. FCCAu shall not interfere in the operations of affiliate, except as to provide services as set forth in this agreement, and to monitor affiliate as may be necessary to ensure compliance with this agreement, and the Statement of Basic Philosophical Principals.

This Agreement is in the nature of an Affiliation Agreement, and affiliate is not authorized under this agreement to act for, or on behalf of, FCCAu in any matter. In granting the affiliate status to affiliate by this agreement, FCCAu does not authorize or empower affiliate to use FCCAu's name, logo or trademark in any capacity other than is provided in this agreement, nor to sign FCCAu's name to any contracts, documents, bills, notes, checks, drafts, leases, bonds, mortgages, bills of sale, or any other instrument in writing, or to hold affiliate out as a general or special agent, officer, director, or partner of FCCAu.

Likewise, FCCAu is not authorized to act for or on behalf of affiliate or to sign affiliate's name to any contracts, documents, bills, notes, checks, drafts, leases, bonds, mortgages, bills of sale, or any other instrument in writing, or to hold FCCAu out as a general or special agent, officer, director, or partner of affiliate.

7. NOT-FOR-PROFIT STATUS:

The affiliation between FCCAu and affiliate is designed to foster education, promotion and research regarding the CREIGHTON MODEL FertilityCare™ System and NaProTECHNOLOGY. FCCAu is a non-profit organization and any dues or fees paid by affiliate to FCCAu are in furtherance of the non-profit goals of FCCAu. Affiliate will take no action which may jeopardize FCCAu's not-for-profit status with federal, state, or local taxing authorities. Affiliate further agrees that it will refrain from any and all political activities while using the FertilityCare™ name, logo or trademarks.

8. AFFILIATION FEES:

Affiliate shall pay annual affiliation fees to FCCAu in an amount specified by the Affiliation Fee Schedule. These amounts may be raised or lowered from time to time by FCCAu, with notice to affiliate, as is necessary, to continue to provide the same quality of services and materials to the affiliate.

9. EFFECT OF AGREEMENT:

This agreement will be binding on all successors, trustees, agents, employees, staff, directors, partners, owners, shareholders, assignors, executors, heirs, attorneys-in-fact, and administrators of affiliate.

10. NO ASSIGNMENT:

This agreement may not be assigned by affiliate to any other person or entity without the prior written approval of FCCAu.

11. TERM OF AFFILIATION:

Affiliation status will be for one year from the affiliate's date of Affiliation. Renewal of Affiliation, and payment of appropriate Affiliation fees will occur annually.

12. MISCELLANEOUS PROVISIONS:

- A. **INJUNCTIVE RELIEF:** Nothing in this agreement shall bar the right of either party to obtain injunctive relief against threatened conduct by the other that will cause loss or damage under the usual equity rules, including the applicable rules of obtaining a preliminary injunction, provided that an appropriate bond against damages is provided.
- B. **LAW GOVERNING:** This Agreement shall be construed and governed by the laws of the State of Western Australia.
- C. **NO WAIVER:** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- D. **SEVERABILITY:** In the event any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not effect the remainder of this Agreement, and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof.

AGREEMENT

As the formal representative of this application, I/we attest and agree to the principles of this agreement on this _____ day of _____ the year _____.

Signature of responsible FertilityCare Practitioner, or Medical Consultant:

Signed: _____

(Signature)

(Please print name)

And, on behalf of the Board of Directors of FertilityCare™ Centres of Australasia, Inc., we enter into this agreement.

Signed: _____

(Chairperson, FCCAu)

Dr Amanda Lamont

(Typed name)

(Date)

