

AN AFFILIATION AGREEMENT  
BETWEEN  
---THE ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS  
OFFICIALS - INTERNATIONAL, Inc  
AND  
ASSOCIATION OF  
PUBLIC-SAFETY COMMUNICATIONS OFFICIALS AUSTRALASIA

PREAMBLE

*Whereas*, the public safety communications and information technology community in Australasia has established an independent, not-for-profit, professional Association entitled Association of Public-Safety Communications Officers Australasia (APCO Australasia) that is incorporated in Australia and dedicated to enhancing the art and science of public safety communications and information technology through research, planning, training, education, co-ordination and dissemination of information; and

*Whereas*, the Association of Public-Safety Communications Officials - International, Incorporated (APCO Inc.) a similar not-for-profit professional Association incorporated in the United States of America, desires to encourage the establishment of similar organizations in many countries for the purpose of facilitating the international exchange of information, ideas and experiences and recognising the valuable contribution of APCO Inc. and its members to the art and science of public safety communications and information technology over a number of years; and

Authorized Officers of the Association of Public Safety Communications Officials Australasia hereinafter referred to as APCO Australasia, and the Association of Public-Safety Communications Officials-International, Inc., hereinafter referred to as APCO Inc., hereby enter into an agreement that will allow the regular exchange of information, ideas and experiences for the mutual benefit of their membership *and* encourage the establishment of such bodies in other countries throughout the World.

TERMS OF AGREEMENT

1. For the period of this Agreement, both parties shall:
  - (a) supply editorial copy from their respective *Bulletins, Journal/Newsletters* and *Reports* in a suitable format and grant permission to the other party to publish or otherwise disseminate information to its members and/or subscribers within its own Association provided that each properly attribute such information to its original source.
  - (b) make available products, services and other publications at a reasonable cost, such costs to be negotiated on a case-by-case basis.
  - (c) assign all current and future members residing or working within either country to the Association established and operating *in* that particular country (unless the individual member requests otherwise, in which case he shall be assigned International Associate Membership to the Association of his choice).
  - (d) recognise members of the other Association as International Associate Members of their own Association and extend to them the conference registration fee discounts current at the time the registration occurs.

**Commercial - In - Confidence**

- (e) provide each other four (4) complimentary full registrations to the respective Annual Conference and Exhibitions for use by the officers, staff, and/or official delegates from the other Association.
- (f) make available and exchange each six months the latest membership directories for non-commercial use.
- (g) take all reasonable and customary steps to recruit and orient members of their Associations and foster the international exchange of information.
- (h) exchange Annual Reports which will include properly documented and certified financial reports.
- (i) maintain a professional affiliation while representing each other as autonomous and separate entities contributing to the international exchange of information.
- (j) not enter into any agreement or contract on behalf of the other party and shall indemnify the other for any act or error on the part of either party.
- (k) not take any actions or make any statements that will bring either party into disrepute or adversely *affect* the principle of international development based on an equitable partnership approach.
- (l) abide by the spirit and letter of the following statement:

"On matters which involve either Association in representation before government agencies and departments, Chief Officer Groups or other policy making authorities, and on all matters relating to the conduct of individually constituted Associations, members may only vote with respect to those which they are citizens. Association Members, as such, regardless of nationality, are specifically prohibited from taking part in any international matter between governments or policy makers of nations with respect to petition, comment or other pleading within or related to the purpose of the Associations except as they may appropriately do so in such matter should it be raised within the province of their own country."

- 2. For the period of this Agreement, APCO Australasia Ltd shall:
  - (a) in recognition of the license to use the APCO International Incorporated trademarks including but not limited to, the APCO logo and the APCO word mark shall pay to APCO International Incorporated a sum of one US dollar annually for the duration of the Agreement;
  - (b) continue to be committed to the promotion of excellence in the development and use of public safety communications and information management systems on a global scale and to promoting and actively encouraging cooperation amongst other APCO organizations to make the World a safer place in which to live.
- 3. For the period of this agreement, APCO Inc. shall:
  - (a) grant a license to APCO Australasia Ltd. to use the APCO International Incorporated trademarks, including but not limited to the APCO logo and APCO word mark including allowance of minor adjustments to same for the purpose of providing a unique identity for said organizations. Such use and any alteration are subject to the express written approval of APCO International Incorporated prior to use or dissemination..

- (b) permit APCO Australasia Ltd the use of the APCO Inc. name and logo within its own title and logo in Australasia and allow minor adjustments to the name and logo for the purposes of providing a unique identity for APCO Australasia Ltd but equally identifying the commitment, by both parties, to the international exchange of information, ideas and experiences. Any such changes to the APCO Inc. name and logo are subject to approval by the Board of Officers of APCO Inc.
4. This Agreement will come into force at 0001 hours on September 1st 2006 and will, unless previously terminated by either party in accordance with Clause 5 of this Agreement, continue in force for a period of five years from that date, expiring at 12 midnight on August 31st 2011.
5. Either party may terminate this Agreement by giving 60 days written notice to the other party.

This Affiliation Agreement between APCO Australasia Ltd and APCO International Inc is entered into this \_ day of \_\_\_\_\_ 2006 and the signatories to this Agreement hereby declare and affirm that they have the authority and power to enter into the Agreement on behalf of their respective organizations.

Signed on behalf of APCO International Inc:

Wanda McCarley  
President of APCO International

Willis Carter  
President Elect of APCO International

George Rice Jr  
Executive Director of APCO International

Signed on behalf of APCO Australasia Ltd:

Des Bahr  
President of APCO Australasia

John Marinis  
Treasurer of APCO Australasia