

Directions: This *NYS Hockey Affiliate Organization Agreement*, and the attached *USA Hockey Member Program Agreement to Adopt and Comply with SafeSport Program*, both should be fully completed and signed by the Affiliate Organization President in blue ink and submitted to the appropriate Section President no later than October 15, 2019.

The *NYS Hockey Affiliate Organization Agreement* and the *USA Hockey SafeSport Agreement* reflect changes in the law made by the federal government pursuant to the *Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017*, and changes made by USA Hockey to the SafeSport program pursuant to that law.

NEW YORK STATE AMATEUR HOCKEY ASSOCIATION, INC.
AFFILIATE ORGANIZATION AGREEMENT

THIS AFFILIATE ORGANIZATION AGREEMENT (the “**Agreement**”) is being entered into as of _____, 20____, by and between New York State Amateur Hockey Association, Inc., a corporation organized under the laws of the State of New York (“**NYS Hockey**”), and:

(Name of Affiliate Organization)

(Address)

(Town, State and Zip Code)

a _____ (corporation, LLC, etc.) organized under the laws of the State of _____
(the “**Affiliate Organization**”).

RECITALS

A. Whereas, NYS Hockey is the sole Affiliate of USA Hockey, Inc. (“**USA Hockey**”) for the New York District encompassing the State of New York, and thereby is also the duly authorized representative of the International Ice Hockey Federation (“**IIHF**”), with exclusive jurisdiction over the conduct of the sport of amateur ice hockey as sanctioned by USA Hockey and the IIHF within the New York District; and

B. Whereas, the Affiliate Organization wishes to associate itself with NYS Hockey and USA Hockey in the interest of developing and administering the sport of amateur ice hockey primarily in the State of New York, subject and pursuant to the Purposes, Policies, Bylaws, Rules and Regulations, Playing Rules, Applicable Rules, and the decisions of the Board of Directors of NYS Hockey (the “**Board**”) and of the Board of Directors of USA Hockey, as the foregoing may be revised from time to time and published in the respective NYS Hockey and USA Hockey Guidebooks, websites and associated media (collectively, the “**Applicable Regulations**”);

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions set forth herein, NYS Hockey and the Affiliate Organization agree as follows:

ARTICLE I AFFILIATION WITH NYS HOCKEY

1.1 In requesting an affiliate organization status with NYS Hockey, the Affiliate Organization agrees that: (a) its principal base of operation is, and will remain, within the boundaries of the State of New York; (b) it will observe and abide by the Applicable Regulations; and (c) its operations shall be limited to the activities specified in its application to NYS Hockey for status as affiliate organization. Based upon the foregoing, and subject to the limitations contained in this Agreement and the Affiliate Organization's continuing compliance with the Applicable Regulations, NYS Hockey hereby grants to the Affiliate Organization the right to promote USA Hockey and participate in NYS Hockey-sanctioned ice hockey and related amateur ice hockey activities. This grant of authority specifically includes the right to:

(i) Engage in the sport of ice hockey as an affiliate organization of NYS Hockey, with the understanding that the Affiliate Organization is not a Member or Association of NYS Hockey (as those terms are defined in the NYS Hockey Bylaws) and thus is not entitled to all benefits afforded such Member-Associations, but only to the benefits provided herein; and

(ii) Perform and/or provide certain other authorized services or functions to promote and regulate the sport of amateur ice hockey as an affiliate organization of NYS Hockey.

1.2 NYS Hockey hereby agrees that it will accept and recognize those individuals within the Affiliate Organization's membership and operations who hold and continue such membership and are in good standing with the Affiliate Organization and with NYS Hockey. NYS Hockey agrees to cooperate with and assist the Affiliate Organization in its engagement with the sport of amateur ice hockey when such cooperation and assistance are deemed reasonably necessary and/or advisable by the Affiliate Organization and NYS Hockey.

1.3 This Agreement establishes certain obligations of, and grants certain rights to, the Affiliate Organization. The Affiliate Organization acknowledges that it is and shall remain a separate entity from NYS Hockey, with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in the Applicable Regulations and in this Agreement.

1.4 NYS Hockey recommends, but does not require, that the Affiliate Organization be organized as a not-for-profit corporation and obtain and maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE II POINTS OF EMPHASIS FOR COMPLIANCE BY THE AFFILIATE ORGANIZATION

The Affiliate Organization hereby understands and agrees that it must comply with the Applicable Regulations and that its organization, structure, policies, bylaws and/or operations must reflect and shall not violate the same. The Affiliate Organization, in particular, shall comply with the following:

2.1 Preeminence of NYS Hockey and USA Hockey. The Affiliate Organization shall, and shall cause its component parts, including directors, officers, officials, administrators, employees, volunteers and other participants and agents (collectively, "**Affiliate Representatives**"), to abide by and act in accord with the Applicable Regulations and this Agreement, which shall take precedence over and

supersede all other governing documents, policies and/or decisions of the Affiliate Organization. The Affiliate Organization shall assist in the administration and enforcement of the Applicable Regulations with respect to its members and other component parts and persons

2.2 Membership of the Affiliate Organization. All Registered Participant Members, as that term is defined by USA Hockey in its Bylaws (meaning, in general, registered members of USA Hockey), of the Affiliate Organization must remain registered with USA Hockey for the Affiliate Organization to remain in good standing with NYS Hockey.

2.3 SafeSport Program. The Affiliate Organization shall adopt and agree to be bound by the policies of USA Hockey and NYS Hockey providing for the safety and protection of minor-age youth hockey participants, among others. These policies and systems provide participants protection from all types of abuse and inappropriate misconduct, including Physical Abuse, Sexual Abuse, Screening, Locker Room Supervision and Hazing Policies, in addition to Codes of Conduct applicable to Administrators, Coaches, Officials, Parents, Volunteers, Players and Spectators, all of which are now extensively covered by the USA Hockey SafeSport Program. The Affiliate Organization must meet the minimum criteria established by NYS Hockey and USA Hockey, but subject to any contrary requirements contained in state or local law applicable to the Affiliate Organization. Without limiting the foregoing, concurrently with the execution and delivery of this Agreement, the Affiliate Organization shall execute and deliver to NYS Hockey the separate agreement annexed as Appendix 1 hereto (the “SafeSport Compliance Agreement”).

2.4 Annual Review. Each year, the Affiliate Organization shall use its diligent efforts to review with each of its Registered Participant Members and Affiliate Representatives his or her responsibilities with respect to the Applicable Regulations, and monitor their compliance with those responsibilities, giving particular attention to the following Bylaws, Policies and Rules/Regulations of NYS Hockey (as the same may be revised from time to time):

- Bylaw 3.1(d) – Affiliate Organization obligations
- Bylaw Article VIII - Resolution of Disputes and Suspensions
- Policies – Published in the NYS Hockey Guidebook and on the website (ACE Coordinator required)
- Rule/Regulation 1F – Annual Screening Requirements
- Rule/Regulation 1G and Policy A – SafeSport Program

2.5 Keep Information Current. The Affiliate Organization must keep the Secretary of NYS Hockey up to date with the names of its current officers, their addresses, and their contact information. The Affiliate Organization must assure that it has a representative designated as its SafeSport Coordinator.

2.6 Distribution of Information. The Affiliate Organization must distribute to each Affiliate Representative, as relevant for that person, information provided to the Affiliate Organization by NYS Hockey and USA Hockey.

2.7 Representation at Meetings. The Affiliate Organization is strongly urged to have its representatives attend (as a non-voting affiliate organization) the Section meetings for its governing Section, and the Annual Meeting of NYS Hockey.

2.8 Equal Opportunity. The Affiliate Organization must provide an equal opportunity to Affiliate Representatives consistent with the requirements of the Amateur Sports Act of 1978, as amended, in activities related to amateur athletic competition without discrimination on the basis of race, color, religion, age, sex or national origin.

2.9 Dispute Resolution. The Affiliate Organization shall provide for the prompt and equitable resolution of ice hockey and related disputes involving its Affiliate Representatives, including fair notice and the opportunity for a hearing to any Affiliate Representative before declaring such individual ineligible to participate in the Affiliate Organization, in accordance with NYS Hockey Bylaw VIII and USA Hockey Bylaw 10.

2.10 Adoption. Within 180 days of the date of this Agreement, the Affiliate Organization shall incorporate the principles set forth in this Article II into its bylaws and official policies. It shall be a condition of the continuation of the grant of affiliate organization status contained herein for the Affiliate Organization to deliver to NYS Hockey, upon request, written proof of the adoption of same. If the Affiliate Organization does not adopt the foregoing principles as required herein, it may lose its affiliate organization and good standing status in NYS Hockey and USA Hockey

ARTICLE III

INSURANCE, INDEMNIFICATION AND LITIGATION COOPERATION

3.1 Insurance; Disclaimer. The Affiliate Organization understands that, after the execution and delivery of this Agreement, it will become the beneficiary of the Directors and Officers and Crime insurance policies maintained by USA Hockey. The Affiliate Organization retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name NYS Hockey as an additional insured thereof. NYS Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of the Affiliate Organization or any Affiliate Representative, whether or not covered by insurance.

3.2 Indemnification. The Affiliate Organization shall indemnify and hold harmless NYS Hockey, its Board, committees and each member thereof, and all other elected, appointed, employed or volunteer representatives of NYS Hockey, from and against any and all claims, liability, judgments, costs, reasonable attorneys' fees, charges and expenses whatsoever, arising directly or indirectly from or relating to the acts and omissions of the Affiliate Organization or any Affiliate Representative, except to the extent that: (i) NYS Hockey or its aforesaid representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default; or (ii) such acts or omissions were the direct result of compliance with the Applicable Regulations. Further, the Affiliate Organization understands and acknowledges that NYS Hockey and its aforesaid representatives have agreed to perform their duties and services upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision.

3.3 Cooperation. NYS Hockey shall reasonably cooperate with the Affiliate Organization in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require NYS Hockey to incur any out-of-pocket expense not reimbursed by the Affiliate Organization.

ARTICLE IV TERM OF AGREEMENT

4.1 Unless terminated in accordance with the provisions of this Agreement, each of this Agreement and the SafeSport Compliance Agreement shall be for an initial term of one year, from September 1 to August 31, and thereafter shall be automatically renewed for successive one-year terms.

4.2 Notwithstanding any other provisions herein to the contrary, the Affiliate Organization shall have the right, in its discretion and with or without cause, at any time, upon giving NYS Hockey at least 30 days' prior written notice, to terminate this Agreement. Termination of this Agreement will terminate (a) the Affiliate Organization's Agreement with both NYS Hockey and USA Hockey; and (b) the SafeSport Compliance Agreement.

4.3 Any termination of this Agreement and the SafeSport Compliance Agreement, whether pursuant to Sections 4.1, 4.2 or 5.1 or otherwise, shall not release any party from any liability or obligation that arose prior to the date of termination. In addition, the liability disclaimer in Section 3.1, the provisions of Section 3.2, and Article VI shall survive any termination of this Agreement.

ARTICLE V BREACH

5.1 In the event that the Affiliate Organization shall breach any of the terms and conditions of this Agreement, or any of the Applicable Regulations (which are incorporated into this Agreement by reference), then NYS Hockey shall have the right to impose sanctions and/or terminate this Agreement and the status herein granted to the Affiliate Organization, subject to a hearing before the Board pursuant to the Dispute Resolution provisions referred to in this Agreement and a 30-day right of the Affiliate Organization to cure and the acceptance of such cure by NYS Hockey. The Board shall hear and determine whether there has been a breach of any term or condition of this Agreement, subject to the requirements of NYS Hockey Bylaw VIII.

ARTICLE VI MISCELLANEOUS

6.1 Notice. Any notice or other communication given by either party in connection with or arising out of this Agreement or the SafeSport Compliance Agreement shall be in writing and shall be delivered personally by hand or overnight courier; emailed; or mailed by certified or registered mail, return receipt requested, postage prepaid; provided that, if a notice or other communication is initially given by email, to be effective it must also be given by one of the other permitted methods. Each party hereby designates the following official representative to whom notice should be given:

- For NYS Hockey: Its current President, Secretary, and the applicable Vice President of the Section governing the Affiliate Organization
- For the Affiliate Organization: Its current President and Registrar (as provided to NYS Hockey by the Affiliate Organization, or otherwise known to NYS Hockey)

6.2 Amendment. Each of this Agreement and the SafeSport Compliance Agreement may be unilaterally amended by NYS Hockey if such amendment is made in a substantially uniform manner to all of NYS Hockey's Association Membership and/or Affiliate Organization Agreements, either through a vote of the Board or by a vote of NYS Hockey's Membership at an Annual Meeting duly held pursuant to the NYS Hockey Bylaws. Otherwise, this Agreement and the SafeSport Compliance Agreement may be amended if, and only if, such amendment is in writing and signed by both of the parties hereto.

6.3 Assignment. Neither this Agreement nor the SafeSport Compliance Agreement may be assigned by operation of law or otherwise.

6.4 Waiver. No provision of this Agreement or the SafeSport Compliance Agreement shall be deemed waived by a party hereto unless such waiver is in a writing signed by such party. The waiver by a party of any breach of any provision of this Agreement or the SafeSport Compliance Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision thereof. No delay in the exercise of any right or remedy of a party upon any default by the other shall impair such right or remedy or be construed as a waiver.

6.5 Severability. The provisions of both this Agreement and the SafeSport Compliance Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof or thereof. In the event that any provision of this Agreement or the SafeSport Compliance Agreement is declared illegal or void by a court of competent jurisdiction, then the provision so declared shall be deleted from this Agreement or the SafeSport Compliance Agreement, as applicable, to the extent that it violates the law, or has been declared void. The remaining provisions shall remain in full force and effect throughout the entire term hereof.

6.6 Entire Agreement. This Agreement (including the SafeSport Compliance Agreement and incorporating the Applicable Regulations) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other agreements and understandings, written or oral, by and between the parties hereto. No representation, promise or inducement has been made by either party that has not been embodied in this Agreement or the SafeSport Compliance Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not set forth in this Agreement or the SafeSport Compliance Agreement.

6.7 Governing Law; Resolution of Disputes; Consent to Jurisdiction. This Agreement shall be construed, administered, enforced and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts or choice of law that would make the laws of any other state applicable hereto. Any disputes that arise hereunder are subject to the dispute resolution procedures contained in NYS Hockey Bylaw VIII and USA Hockey Bylaw 10, and any appeal therefrom shall be subject to USA Hockey Bylaw 10. In the event of recourse to the courts, the parties hereto irrevocably submit to the jurisdiction of the courts of the County of New York, State of New York, and the Federal courts of the United States of America located in the County of New York, State of New York, in respect of the interpretation and enforcement of the provisions of this Agreement. Construction of this Agreement shall be made pursuant to NYS Bylaw 8.8(b), *Deference to Governing Body Expertise*.

6.8 Counterparts. Each of this Agreement and the SafeSport Compliance Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Copies of executed counterparts transmitted by

telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this provision.

6.9 Authority. Each party hereby covenants and warrants to the other that: (a) it is duly organized or otherwise established or formed and validly existing under the laws of its state of organization, establishment or formation; (b) it has full power and authority to enter into this Agreement and the SafeSport Compliance Agreement and to perform all of its obligations hereunder and thereunder; (c) each person (and all of the persons if more than one signs) signing this Agreement or the SafeSport Compliance Agreement on its behalf is duly and validly authorized to do so; and (d) no consent of any third party is required for the execution and delivery by it of this Agreement or the SafeSport Compliance Agreement or for the performance of its obligations hereunder or thereunder.

In Witness Whereof, the parties hereto have caused this Affiliate Organization Agreement to be executed and delivered by their duly authorized respective representatives as of the date first set forth above.

**NEW YORK STATE AMATEUR
HOCKEY ASSOCIATION, INC.**

AFFILIATE ORGANIZATION

By:_____

By:_____

Name: Joe Baudo

Name: _____

Title: President

Title: _____

Appendix 1 to the NYS Hockey Affiliate Organization Agreement

USA HOCKEY MEMBER PROGRAM AGREEMENT TO ADOPT AND COMPLY WITH SAFESPORT PROGRAM

This Agreement, dated _____, 20__, is being entered into by _____ (“Member Program”), a hockey program that is a member of, or an affiliated organization with, The New York State Amateur Hockey Association, Inc. (“NYS Hockey”), as a condition of being sanctioned by USA Hockey.

Member Program agrees that its membership in, or affiliation with, NYS Hockey and sanctioning by USA Hockey are conditioned on the following:

1. Compliance with SafeSport Program. Member Program agrees to implement, comply with, and monitor compliance with: (a) the USA Hockey SafeSport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport; and (b) the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017. Copies of the USA Hockey SafeSport Program Handbook may be found at www.usahockey.com/safesportprogram, and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at www.safesport.org.

2. SafeSport Training and Background Checks. Member Program agrees that it shall require and cause all of those persons who: (a) have regular contact with or supervision over minor Participants (e.g., coaches, hockey directors, trainers, team managers, chaperones, etc.); (b) are responsible for enforcing child abuse and misconduct policies (e.g., all officers and members of the board of directors); (c) are adults authorized by the Member Program to have regular contact with or authority over minor Participants, including all persons that are in managerial or supervisory roles of the Member Program (including owners and administrators of Member Program), and (d) are new and current employees and/or volunteers of Member Program; to: (i) consent to be screened and pass a background screen in accordance with USA Hockey’s background screening program; and (ii) complete SafeSport Training prior to having regular contact with minor Participants, or if they do not have regular contact with minor Participants, not more than 45 days after beginning such role.

3. Adoption of Required Policies. Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the One-on-One Interactions, Locker Room, Athletic Training Modalities, Social Media and Electronic Communications and Travel Policies as set forth in the USA Hockey SafeSport Handbook.

4. Required Reporting. Member Program agrees that it shall adopt, maintain and enforce policies that require its adult members to report: (a) actual or perceived violations of the USA Hockey SafeSport Program Handbook; (b) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats or Harassment, or Hazing Policies; and (c) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey SafeSport Program. Member Program agrees that, should it become aware of any such violation(s), it will promptly make a report thereof as required by the USA Hockey SafeSport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any adult authorized by a Member Program to interact with a minor or amateur athlete at an event sanctioned by USA Hockey or a Member Program is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that a child has suffered an incident of Child Abuse, including sexual abuse, he or she shall as soon as possible make a report of the suspected abuse to the U.S. Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for or prior to reporting their concerns.**

5. No Retaliation. Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who report(s) a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey SafeSport Program and grounds for disciplinary action, and may also be subject to civil or criminal proceedings.

6. Member Program Reporting to NYS Hockey. Member Programs shall on a monthly basis provide the NYS Hockey SafeSport Coordinator with notice of any alleged violations of SafeSport policies, and shall promptly advise the NYS Hockey SafeSport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey SafeSport Policies or the SafeSport Handbook.

7. Submission to Jurisdiction of the U.S. Center for SafeSport and Enforcement of Sanctions or Discipline. Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the U.S. Center for SafeSport unless and until such time as the U.S. Center for SafeSport has declined jurisdiction. Upon the issuance by the Center for SafeSport, USA Hockey or NYS Hockey, of any disciplinary measures, eligibility decisions or other sanctions, Member Program agrees to enforce such suspension, measures or other sanction within its program.

8. Compliance Certification. Member Program shall at least annually, or more often if required by NYS Hockey, report and provide information as required or requested to NYS Hockey and/or the NYS Hockey SafeSport Coordinator on the Member Program's compliance with the USA Hockey SafeSport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the NYS Hockey and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless NYS Hockey or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless NYS Hockey or Member Program provide advance written notice of its termination effective as of the following 31st of August.

On behalf of the Member Program, the undersigned certifies that he or she is authorized by the Member Program to agree on its behalf to the terms above and to submit this Member Program Agreement to NYS Hockey and USA Hockey as a condition of sanctioning by USA Hockey and membership in, or affiliation with, NYS Hockey.

Member Program Name: _____

Signature: _____

Print Name: _____

Title: _____

Acknowledged and Received by NYS Hockey:

Signature: _____

Print Name: Joe Baudo

Title: President, NYS Hockey