

ARTICLE 1

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Article 1

Mission, Goal and Founding Principles of ICON Alliance

Section 1.01 Mission Statement.

The mission of ICON Alliance is to create a volunteer Alliance of knowledgeable and committed health professionals, enabled by appropriate information and communication technology, in order to make-high quality medical knowledge available wherever medicine is practiced and bridge the geographic, cultural and political barriers around the world.

Section 1.02 Goal of ICON Alliance.

The goal of ICON Alliance is to address health disparities by increasing the quality and availability of health and rehabilitation services in remote and medically underserved areas.

Section 1.03 Founding Principles of ICON Alliance.

The principles on which ICON Alliance was founded, and which guide the operation and expansion of the global ICON Alliance, include the following (collectively, the “**Founding Principles**”):

(a) Medical knowledge and skills should be shared across political, social, economic and cultural boundaries in order to promote the health and wellness globally.

(b) Volunteer activities provide an important means of addressing health disparities while allowing health care providers to connect with their mission of healing.

(c) Information and communication technologies can be used to foster connections and relationships that yield important benefits to ICON Alliance both within and beyond the boundaries of medicine.

(d) Every health care provider who meets the eligibility requirements set out in these General Rules (Article 7) should have the opportunity to participate in and benefit from the online tele-consultations, medical missions, trainings and conferences offered by ICON Alliance.

(e) ICON Alliance must transcend all boundaries of race, gender, religion, national origin, geography, and political philosophy, and offer medical opportunities to all eligible persons in accordance with uniform worldwide standards.

(f) ICON Alliance celebrates and strives to promote the spirit of volunteerism and a love of healing for its own sake. To that end, ICON Alliance aims to provide every qualified provider with an opportunity to participate in volunteer tele-consultations, medical missions, training and conferences which challenge that health care provider to his or her fullest potential. ICON Alliance recognizes that health disparities exist in all countries and therefore requires that ICON Alliance Conferences and Trainings offer materials that are appropriate to providers of all nations, cultures and practice environments.

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Section 2.01 Definitions.

The words and phrases listed below have the following meanings whenever they are used in these General Rules with initial capitalization:

“Advisory Committee(s)” means, individually or collectively, the committees formed within ICON Alliance as needed to perform the functions given to it in the General Rules or announced during its formation, e.g., Leadership Councils.

“Affiliation License” means the written license which each Affiliated Entity is required to complete and submit to International Consultants in Medicine, as part of its application for new or renewed affiliation as an authorized ICON Alliance program.

“Affiliation Standards” means the written criteria established by ICON for granting or renewing the affiliation of Affiliated Entities, which criteria ICON may revise from time to time.

“Affiliated Entity(s)” unless otherwise indicated by a specific Section of these General Rules, means any Regional Organization, National Organization, U.S. Organization, or other organization affiliated by or through ICON's authority to organize and conduct the ICONs in Medicine Program Tele-consultations and Medical Missions within a particular jurisdiction. Where required by the context, the phrase “Affiliated Entity” also includes Sub-Entities (e.g., Chapters and Member Organizations).

“Board of Directors” means the Board of Directors of an Entity which is operated as an independent legal entity or the committee or association which has the ultimate legal responsibility for governing the affairs of an Entity which is not operated as an independent legal entity.

“Chapters” refers to groups of three or more Volunteers who join together and are registered by ICON or an Affiliated Entity to conduct ICON Alliance activities that are entirely within the jurisdiction of the registering body.

“Chapter Conferences” means any Conference offered or conducted by a Chapter, encompassing the same geographic area that defines the jurisdiction of that Chapter.

“Conference” means, generally, any ICON Alliance Conference offered or conducted by ICON, a COC, an Affiliated Entity, or any other organization or entity licensed by ICON to conduct Conference under the name or auspices of ICON Alliance. Conferences are to bring together ICON Alliance with health care providers in more than two (2) Official medical specialties and technology experts in order to exchange ideas and develop relations, strengthen international ties, foster goodwill and promote mutual understanding.

“COC(s)” means, individually and collectively, the Conference Organizing Committee(s) licensed and authorized by ICON to organize, finance and conduct specific World Conference and/or any other ICON-sanctioned events.

“Executive/National Director” means the individual who has the authority and responsibility for managing the day-to-day affairs of an Affiliated Entity, as required by Section 5.01(b)4.

“Founding Committee” means a committee formed to create an Affiliated Entity in a jurisdiction where there is no Affiliated Entity or to reorganize a formerly Affiliated Entity.

“Graphics Standards Guide” means the publication entitled “Graphic Standards Guide” issued periodically by ICON for the use of all Affiliated Entities, and any amendments or supplements to the Graphics Standards Guide subsequently approved by ICON.

“ICON” means International Consultants in Medicine the entity defined and described in Section 2.02.

“ICONS in Medicine Program” means all of the programmatic elements of ICON, i.e. Tele-consultations, Medical Missions, Conferences and ICON Online Resource Center

“ICON’s Chair” means the Chairperson of the Board of Directors of ICON.

“ICON Medical Handbook” means the separate document entitled “ICON Medical Handbook,” which is issued periodically by ICON for the use of all Affiliated Entities and COCs in conducting Tele-consultations and Medical Missions, as amended and updated from time to time by ICON.

“ICON Logo” means the official logo of ICON and ICON Alliance and all of its component marks and figures, which logo is depicted in the Graphics Standards Guide and is registered with the United States Patent and Trademark Office as ICON’s official logo and registered mark.

“ICON Mark(s)” means, individually and collectively: (1) the mark and name “ICON Alliance,” regardless of how that name is used or displayed, and specifically, whether or not it is used by itself or with ICON’s name, the name of an Affiliated Entity, the name or logo of a COC, or the name of a ICON Alliance event; (2) the ICON Logo; (3) any Conference or COC logo, slogan or theme used by ICON, a COC or an Affiliated Entity; (4) The Law (5) any figures or logos used by ICON or any COC as symbols for medical specialty consultations; and (6) any other mark, name, logo, emblem, slogan, motto, depiction or other expression which ICON has approved for use in connection with ICON Alliance, for which ICON has filed ownership registration(s) with the U.S. Patent and Trademark Office and/or any other trademark registration entity or governmental authority, or which ICON determines has become identified and associated with ICON Alliance through repeated usage in connection with ICON Alliance programs or events.

“ICON Alliance,” when used in these General Rules without any other modifying or limiting term, is intended as a generic reference to the collection of affiliated organizations that participate in the ICONs in Medicine Program of medical Tele-consultations, Medical Missions and Conferences and the global linkages and other activities such as related training and fund raising as established and administered by ICON.

“iConsult” refers to the iCons in Medicine Program’s Store-and-Forward tele-consultation Software and Social Alliance website designed to facilitate the interactions between the Volunteers and Requestors.

“International Consultants in Medicine” refers to “ICON” as previously described.

“Medical Missions” are events which bring together health care professionals through a blended distance learning approach to telehealth in order to promote and carry out a variety of exchanges in two major categories: trainings and interventions.

“Medical Specialties” is defined in Section 7.06 and means, individually and collectively, the Medical Specialties that are either **“Recognized”** or **“Offered”** by the ICONs in Medicine Program through its Tele-Consultation iConsult software.

“Member(s)” refers to any person who has enrolled in the iCons in Medicine Program to become part of ICON Alliance.

“Member Organizations” means any organization meeting the criteria defined in Section 6.05

and registered through an Affiliated Entity or by ICON to receive Tele-consultations through the iConsult.

“Multi-National Conference” means any Conference offered or conducted on a multi-national basis, but not on a Regional or worldwide basis, by ICON or ICON’s authorized designees, or by two or more National Organizations with prior authorization from ICON.

“National Conference” means any Conference or conducted on a national basis by a National Organization.

“National Organization” means an Affiliated Entity which is licensed and authorized by ICON as provided in these General Rules to operate ICON Alliance programs within the boundaries of a particular nation. The National Organization may be operated as either an independent legal entity or within an independent legal entity, approved as its sole Accredited Entity for that nation and which can register Member Organizations and Chapters (Sub-Entities).

“Online Resource Center” refers to the ICONs in Medicine Program component for the member-oriented website which includes a wide array of tools, resources and people, designed to share ideas and knowledge, enhance skills and generate strategies and innovations.

“Oversight Committee” is defined as a committee established by the Board of Directors of a National Organization to oversee Icon program activities.

Program Development System” is defined as a self-assessment management tool designed to support Affiliated Entities in growth and development. PDS is further defined in Section 5.03(b).

“Regional Conference” means any Conference offered or conducted on a multi-national basis, but not on a worldwide basis, by ICON or ICON’s authorized designees, or by two or more National Organizations with prior authorization from ICON, which all Affiliated Entities within that Region are invited to attend.

“Region(s)” means the regional and sub-regional divisions of Affiliated Entities within discrete areas of the world, which ICON recognizes from time to time as provided in Section 2.08.

“Requestor(s)” is a medical professional who requests a consultation from Members of ICON Alliance through the iConsult program.

“Sub-Entity(s)” consist of Members who may be part a local or specialty Chapters consisting of Volunteers and Member Organizations consisting of Requestors (that are eligible to receive ICON Alliance services) located within the jurisdiction of a National Organization, Regional Organization or U.S. Organization and are specifically registered with one of those organizations or by ICON.

“Uniform Standards” means, individually and collectively, these General Rules, the ICON Medical Handbook, the World/Regional Conference Charter, the Graphics Standards Guide, the Accreditation Standards, the Affiliation License, any subsequent changes or additions to any of these documents, and any other policies adopted by ICON by written notice to the affected Affiliated Entities.

“U.S. Conference” means any Conference offered or conducted on a state-wide basis by a U.S. Organization.

“U.S. Multi-State Conference” means any Conference offered or conducted on a multi-state basis within the United States, but not on a national basis, by ICON or ICON’s authorized designees, or by two or more U.S. Organizations with prior authorization from ICON.

“U.S. Organization” means the Affiliated Entity licensed and authorized by ICON as provided in these General Rules to operate ICONs in Medicine Program within the boundaries of a particular state or territory of the United States.

“Volunteers” are individuals licensed as physicians or health care workers who enroll in a Chapter with the explicit understanding that they will volunteer for a minimum of three (3) Tele-consultations per year from Requestors within ICON Alliance.

“Workshop” means any ICON Alliance training offered or conducted by ICON, a COC, or an Affiliated Entity.

“World Conference” means any Conference offered or conducted on a worldwide and international basis by ICON or a COC.

Section 2.02 Role of ICON.

. International Consultants in Medicine (ICON), founded by William Kennedy Smith, M.D., encompasses the ICONS in Medicine Program and is the international governing body of ICON Alliance. In discharging its responsibilities as the world governing body of ICON Alliance, ICON

establishes and enforces all official policies and requirements of ICON Alliance, oversees the conduct and expansion of ICON Alliance programs throughout the world, and provides training, technical assistance and other support to Affiliated Entities. ICON owns and operates all information, technology, software and infrastructure associated with the ICONs in Medicine Program. ICON is a not-for-profit corporation organized under the laws of the State of Illinois, USA, with its principal office in Chicago, IL, USA. ICON is a charitable organization that is exempt from United States federal taxation under Section 501(c)(3) of the Internal Revenue Code of the United States.

Section 2.03 Powers and Responsibilities of ICON.

ICON establishes and enforces all policies and requirements concerning the organization and conduct of ICON Alliance and the ICONs in Medicine Program throughout the world and is the final authority on all matters relating to both ICON Alliance and the ICONs in Medicine Program. Without limiting the generality of the preceding sentence, ICON's powers and responsibilities include the following:

(a) Protecting and Licensing Use of All Intellectual Property of ICON. As sole owner of the name "International Consultants in Medicine" "ICON" which is the official logo of ICON Alliance, and all other ICON Marks, ICON establishes and enforces the conditions under which any other party may be permitted to use the name "ICON Alliance," "International Consultants in Medicine" or any other ICON Mark(s).

(b) Establishing Uniform Standards. To preserve the image and integrity of ICON Alliance and the ICONs in Medicine Program, ICON establishes and enforces uniform standards for all Affiliated Entities and all activities conducted in the name of or under the auspices of "ICON Alliance," including the standards set forth in these General Rules, the Affiliation Standards, the requirements of each Affiliated Entity's Affiliation License, the ICON Consultation Rules, the ICON Medical Mission Guidelines, the World/Regional Conference Charter, the Graphics Standards Guide, and the other policies defined in Section 2.01 as together constituting the Uniform Standards. This includes any subsequent changes and/or additions to any of these documents, and any other policies adopted by ICON by written notice to the affected Affiliated Entities.

(c) Affiliating ICON Alliance Organizations. Through the affiliation process detailed in Article 6, ICON licenses and affiliates qualified Affiliated Entities to recruit and register Chapters and Member Organizations within their respective geographic jurisdiction and to ensure that these registered Chapters and Member Organizations comply with the General Rules and other Uniform Standards.

(d) Establishing the Rules and Guidelines for ICON Alliance Activities. ICON establishes the rules, guidelines and procedures governing the conduct of ICON Alliance activities including Tele-consultations and Medical Missions, including all policies concerning eligibility for participation in ICON Alliance; requirements for general Members, Volunteers and Requestors; the range of Offered Medical Specialties; Recognized Medical Specialties and requirements and standards in specific medical disciplines; and for training in tele-consultations and procedures for organizing, financing and conducting ICON Alliance Conferences.

(e) Organizing World and Regional Conferences. ICON organizes and conducts, or licenses qualified COCs to organize and conduct, all World and Regional Conferences.

(f) Administering the Worldwide ICON Alliance. ICON oversees the governance and administration of the worldwide ICON Alliance, appoints and consults with appropriate councils, committees and other advisory bodies (including those described in Article 3) concerning the policies and administration of ICON Alliance, and handles all worldwide publicity activities relating to ICON Alliance.

(g) Conducting Programs and Activities for the Benefit of ICON. ICON conducts specific ICON programs and holds or sponsors specific medical, publicity and promotional events in various locations throughout the world, including in locations within the geographic jurisdictions of Affiliated Entities, for the benefit of ICON and ICON Alliance.

(h) Approving Multi-Jurisdictional Activities by Affiliated Entities. ICON approves and establishes the requirements for any ICON Alliance Medical Missions, programs or other activities which cross Affiliated Entity jurisdictional boundaries, such as Regional Conferences, Multi-National Conferences, U.S. Multi-State Conferences, or other multi-jurisdictional activities

proposed to be conducted by Affiliated Entities or COCs or ICON.

(i) Overseeing Fundraising and Development Activities. ICON establishes and enforces requirements concerning all activities conducted by Affiliated Entities or their respective licensees which seek to raise funds in the name of, or for the benefit of, "ICON Alliance."

(j) Enforcing ICON Alliance Policies. ICON has the right to suspend or permanently ban any ICON Alliance Member, Chapter or Member Organization of any Affiliated Entity, Founding Committee or COC from participation in any ICON Alliance activity, impose sanctions on an Affiliated Entity as provided in Article 6, suspend or revoke an Affiliated Entity's affiliation, and take any other disciplinary, preventive or enforcement action against any ICON Alliance Member, Chapter or Member Organization of any Affiliated Entity, Founding Committee or COC, or against any other party to the extent permitted by law, in any case involving violation(s) of these General Rules or the other Uniform Standards.

Section 2.04 Role of Affiliated Entities.

ICON licenses and affiliates qualified Affiliated Entities throughout the world to recruit Volunteers, provide tele-consultations, register Member Organizations and operate ICON Alliance Medical Missions. To the extent permitted by these General Rules, Affiliated Entities may, in turn, directly operate, or license and register Chapters and Member Organizations within their respective geographic jurisdictions.

Section 2.05 Powers and Responsibilities of Affiliated Entities.

(a) Generally. Except as otherwise provided in these General Rules, each Affiliated Entity has the full authority and responsibility for organizing and conducting Volunteer and Requestor enrollment, Chapter and Member Organization registration, Medical Missions and Conference programs within its geographic boundaries, subject to the requirements of these General Rules, the Affiliated Entity's Affiliation License, the Affiliation Standards and the other Uniform Standards.

(b) Matters within an Affiliated Entity's Decision-Making Authority. Subject to these General Rules and other Uniform Standards, and subject to the Affiliated Entity remaining affiliated by ICON, each Affiliated Entity has the authority to determine: the scope of its operations; the frequency and scope of the Tele-consultations, Medical Missions and Conferences to be conducted by the Affiliated Entity or by its Sub-Entities (if any) within its jurisdiction; the selection of who will represent that Affiliated Entity in all World Conferences and, where applicable, in Regional Conferences or Regional U.S. Conferences; the personnel policies which will govern that Affiliated Entity's staff and volunteers; the requirements for creating and overseeing Sub-Entities within its jurisdiction; the methods and projects which will be used by that Affiliated Entity and/or by its Sub-Entities (if any) to raise funds within its jurisdiction; and generally, any other matters concerning the organization, conduct or financing of ICON Alliance programs within its geographic jurisdiction (excluding World Conferences, Regional Conference or Regional U.S. Conferences), so long as there is no conflict in any instance, either procedurally or substantively, between the decisions of the Affiliated Entity and the requirements of the Affiliation Standards, the Program's Affiliation License, these General Rules, or the other Uniform Standards.

Section 2.06 No Liability

ICON and Affiliated Entities are each separate legal entities. ICON is not responsible for the debts or obligations of any Affiliated Entity and no Affiliated Entity if responsible for the debts or obligations of ICON. Affiliated Entities may not contract with name of ICON, nor may ICON contract in the name of an Affiliated Entity.

Section 2.07 Role of Conference Organizing Committees (COCs).

COCs are separate organizations or associations that are licensed from time to time by ICON to organize, finance and conduct World Conferences or Regional Conferences. The powers and duties of any such COC are determined solely by ICON, and are set forth in a written contract between ICON and each sanctioned COC. ICON's contracts with each COC must set out specific requirements for specific World Conference or Regional Conference, in addition to those imposed

by these General Rules and the other Uniform Standards.

Section 2.08 Regional Divisions for Affiliated Entities.

(a) Purpose of Regions; Creation and Composition. ICON periodically establishes Regions, for the purpose of facilitating the efficient governance and expansion of ICON Alliance, facilitating the exchange of information and ideas between ICON and its Affiliated Entities, and facilitating the exchange of information and ideas between individual Affiliated Entities located within one or more Regions.

(b) Regional Divisions for Affiliated Entities. ICON determines whether to recognize a specific Region, and how each recognized Region should be defined, and reserves the right to re-define Regions (or their respective Sub-Regions) if necessary in ICON's judgment to meet the needs of ICON Alliance.

(c) Sub-Regional Divisions. ICON may, at its option, recognize sub-Regions for discrete parts of the world located within a recognized international Region (“**Sub-Regions**”). ICON shall keep all Affiliated Entities regularly informed of the definition and composition of all Sub-Regions recognized by ICON.

Section 2.09 Other Organizations Established or Recognized by ICON.

From time to time, ICON recognizes or establishes, or authorizes its Affiliated Entities to establish, various councils or committees comprised of Affiliated Entity representatives or participants, or other persons affiliated with ICON Alliance for the purpose of assisting ICON in policy development or enforcement, program management and expansion, and the exchange of information between and among ICON and Affiliated Entities throughout the world, including (but not necessarily limited to) the Leadership Councils and other advisory committees defined in these General Rules (collectively, “Advisory Committees”). Advisory Committees perform important advisory roles within ICON Alliance. Each Advisory Committee performs the functions given to it in these General Rules, or in the case of any Advisory Committee subsequently created by ICON, the functions specified in the policy document issued by ICON to announce that Advisory Committee's formation and responsibilities.

Section 2.10 Relationship with The Center for International Rehabilitation.

The Center for International Rehabilitation (the “CIR”) is a nonprofit organization that shares ICON's goal of helping to increase the quality and availability of medical and rehabilitation services in remote and underserved areas. The CIR provided critical funding necessary for the establishment of ICON Alliance. The CIR continues to provide technical assistance, guidance, and professional consultation to ICON, as well as other forms of support and assistance in expanding ICON Alliance and maintaining and operating the ICONs in Medicine Program.

Section 2.11 Relationship with United Nations.

Through its relationship with CIR, ICON is a registered non-governmental organization of the United Nations (an “**NGO**”). As an NGO, ICON has the responsibility for working with nations throughout the world to help improve the quality and availability of medical and rehabilitation services.

Section 2.12 Relationship with Other Organizations.

ICON periodically forms relationships with other organizations for purposes related to the management and expansion of ICON Alliance. (For example, ICON has formed relationships with the University Clinical Center in Tuzla, Bosnia to facilitate Medical Missions.) Depending on the context and the nature of a specific organizational relationship recognized by ICON, Affiliated Entities may be asked or required to cooperate with that collaborating organization in planning or implementing specific programs or events for the benefit of ICON Alliance. Any such requests or requirements will be outlined by ICON in written policy directives to affected Affiliated Entities, outlining the purpose and nature of ICON's collaboration with any such third-party organizations.

ARTICLE 3

ICON's Governance of ICON Alliance

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Section 3.01 ICON's Governance Authority and Responsibility.

ICON has the right to require that the ICONs in Medicine Program and its subcomponents (e.g., Tele-consultations using iConsult software, Medical Missions, Conferences and Online Resource Center) offered under the name or auspices of "ICON Alliance" are organized, financed and conducted in accordance with its standards, and in a manner that preserves the quality and reputation of ICON Alliance and best serves the interests of its members worldwide. To that end, ICON has the authority to interpret, issue and periodically amend or update these General Rules and the other Uniform Standards as well as other written policies on matters covering the entire scope of ICON Alliance, including, to the extent necessary in ICON's judgment, matters pertaining to the proper management and operation of ICON programs offered by Affiliated Entities. Final authority on all matters affecting the organization, affiliation, financing and conduct of ICON programs offered by Affiliated Entities and other ICON Alliance programs rests with International Consultants in Medicine, as the creator, developer and world governing body for ICON Alliance.

Section 3.02 Lines of Communication within ICON Alliance.

Unless otherwise provided in these General Rules or in any other Uniform Standards, communications and reporting within ICON Alliance will be conducted vertically as between ICON and all Affiliated Entities, between ICON and the COCs, and between ICON and any Advisory

Committee which reports to ICON. These vertical communications will be supplemented by lateral communications among Affiliated Entities, such as in connection with their service on Advisory Committees.

Section 3.03 Authority of ICON's Board.

ICON is governed by its Board of Directors (“**ICON's Board**”). ICON's Board is ultimately responsible for establishing all policies which govern ICON and ICON Alliance. ICON's Board discharges this responsibility by approving the General Rules and all major policies embodied in the other Uniform Standards.

Section 3.04 International Advisory Committee.

(a) Responsibilities. One of the committees of ICON's Board shall be an “International Advisory Committee.” This International Advisory Committee (the “IAC”) shall be responsible for advising ICON's Board on matters related to ICON Alliance which affect all Affiliated Entities. The IAC will also be responsible for reviewing recommendations proposed by the Regional Leadership Councils (defined in Section 3.05) or by individual Affiliated Entities concerning matters affecting ICON Alliance. The IAC will report to ICON's Board concerning all recommendations being made by the IAC, either on the IAC's own initiative or as the result of the IAC's review of proposals received from Regional Leadership Councils or individual Affiliated Entities.

(b) Size and Composition. Each of the seven Regional Leadership Councils shall elect its own representative to serve on the IAC (consistent with the membership qualifications listed in subsection (c) below), so that the IAC comprises seven members, each of whom represents one Region through a Regional Leadership Council.

(c) Criteria for Membership. Persons elected to membership on the IAC shall meet the following criteria:

- (1) Be an Executive/National Director, or member of a Board of Directors of an Affiliated Entity;
- (2) Have extensive knowledge of ICON Alliance;
- (3) Understand the role and responsibilities of the IAC and Regional Leadership Councils;
- (4) Be an effective advocate for the mission and Founding Principles of ICON Alliance; and
- (5) Regularly attend or participate in meetings or conference calls convened by the IAC.

Section 3.05 Regional Leadership Councils.

(a) Creation. Regional Leadership Councils (sometimes referred to as Regional Advisory Councils) each referred to herein as “**RLCs**” may be established for one or more Regions or Sub-Regions with the approval of ICON's Board. At the time of such approval, ICON will specify in writing, in the form of a resolution adopted by ICON's Board, the geographic area represented by each RLC. RLCs shall not be separate legal or juridical entities. RLCs are not a part of ICON's corporate structure and may not contract in the name of ICON. RLCs are responsible for their own compliance with any applicable laws.

(b) Operating Procedures and Standards. Each RLC will conduct its affairs in accordance with written operating procedures and standards, which must be consistent with these General Rules, and which must be approved in advance by ICON at the time that ICON's Board approves the formation of that RLC (the “**RLC Operating Procedures**”). These RLC Operating Procedures shall set forth the procedures and standards for, among other matters, size of membership, selecting members, and for scheduling and holding meetings of that RLC.

(c) Purpose. Each approved RLC will represent all Affiliated Entities within its respective Region or Sub-Region in advising ICON on all policy-related issues affecting those Affiliated Entities, including matters related to Tele-consultations, Medical Missions, technical assistance, fundraising, public relations, and program management, and the other matters listed in subsection (e) below. If an RLC is approved for a Sub-Region, that Sub-Regional RLC will coordinate its communications to ICON with the RLC for the Region in which that Sub-Region is located.

(d) Composition. The members of an RLC will be elected by the Affiliated Entities located within the RLC's Region or Sub-Region, in accordance with the Operating Procedures for that RLC, and consistent with the criteria for membership outlined in subsection (f) below. Any RLC may designate, through its Operating Procedures, the Managing Director of that Region as an ex-

officio member or co-chair of its RLC.

(e) Areas of Responsibility. Unless otherwise provided in the Operating Procedures of an RLC, each RLC shall be responsible for:

- (1) Establishing long-range plans for Region-based events, such as Regional Conferences, Regional Medical Missions, meetings of Executive/National Directors of Affiliated Entities in the Region, and training seminars;
- (2) Reviewing and making recommendations to ICON concerning proposed dates and venues for Regional Conferences, and submitting proposals from Affiliated Entities within the Region to host Regional Conferences;
- (3) Reviewing and making recommendations to ICON concerning proposed dates and venues for Region-based trainings, and submitting proposals from Affiliated Entities within the Region for hosting such trainings;
- (4) Planning and conducting Regional Conferences in collaboration with ICON; and
- (5) Advising ICON's continental offices on program priorities and methods for expanding ICON Alliance within specific Regions, including recommendations concerning the development of Medical Missions, fundraising initiatives, public relations and communications initiatives, and Regional training needs.

(f) Criteria for Membership. Persons elected to membership on an RLC shall meet the following criteria:

- (1) Be an Executive/National Director, or member of a Board of Directors of an Affiliated Entity;
- (2) Have extensive knowledge of ICON Alliance;
- (3) Understand the role and responsibilities of the RLCs;
- (4) Be an effective advocate for the mission and Founding Principles of ICON Alliance; and
- (5) Regularly attend or participate in meetings or conference calls convened by the RLC to which that person is elected to membership.

Section 3.06 Sub-Regional Leadership Councils.

ICON may periodically authorize the formation of one or more Sub-Regional Leadership Councils (“**SRLCs**”) to operate within a Sub-Region, on the same conditions as are identified in Section 3.05 concerning the formation, membership and operation of RLCs.

Section 3.07 Medical Advisory Committee.

(a) Purpose. The purpose of the Medical Advisory Committee is to conduct an ongoing review of the ICON Medical Handbook and make recommendations to ICON concerning amendments to the ICON Medical Handbook proposed by the Committee and/or by Affiliated Entities.

(b) Composition. The Medical Advisory Committee shall consist of members who are medical experts, physicians, allied health professionals, Executive/National Directors of Affiliated Entities or members of ICON's Board. Committee members shall be drawn from Affiliated Entities throughout the world and shall be as geographically diverse and international in scope as is reasonably practicable. ICON's Board shall determine the size of the Medical Advisory Committee.

(c) Selection and Terms of Members. ICON's President, or his/her designee, shall appoint and may remove all members of the Medical Advisory Committee. In making these appointments, ICON may consider recommendations from Affiliated Entities or from other persons who participate in or are affiliated with ICON Alliance. Each member of the Medical Advisory Committee shall serve for a term of four (4) years. ICON's President will appoint a replacement for any Committee member who is unable or unwilling to complete his/her four-year term.

(d) Subcommittees. The Medical Advisory Committee shall form and maintain standing subcommittees for reviewing the rules concerning Tele-consultations and Medical Missions. The members of each subcommittee shall serve for terms of (4) four years, unless otherwise determined by ICON's President. Affiliated Entities and other participants, including members of Advisory Committees, may nominate proposed members of the subcommittees at any time, in order to ensure that all positions are filled to the greatest extent possible with qualified members.

(e) Requirements of ICON Medical Handbook. The ICON Medical Handbook contains additional provisions concerning the Medical Advisory Committee and its subcommittees, which address, among other things, the Committee's functional responsibilities, the procedures for

adopting and modifying the ICON Medical Handbook, and the timetable for reviewing and adopting proposed amendments to the ICON Medical Handbook. The Medical Advisory Committee shall comply with these additional procedural provisions in conducting its affairs.

Section 3.08 Other Advisory Committees.

ICON may periodically authorize the creation of other Advisory Committees (including, but not limited to, other Leadership Councils) in addition to or in lieu of those expressly provided for in these General Rules, if ICON determines that their formation would be in the best interests of ICON Alliance. If ICON chooses to authorize the formation of any additional Advisory Committees (which may be organized according to functional responsibilities or other non-geographic lines), then at that time, ICON will determine how that new Advisory Committee will be required to handle the procedural and operational matters addressed in Section 3.04.

Section 3.09 Regional and World Conferences.

ICON shall be exclusively responsible for authorizing the conduct of Regional Conferences and World Conferences. In making decisions concerning Regional Conferences, ICON shall consider the recommendations of any Regional Leadership Council for the Region in which the Regional Conference would be held. ICON shall be solely responsible for reviewing and approving proposals from prospective COCs for hosting World Conferences. ICON shall also determine all conditions under which Regional Conference and World Conference will be planned, financed and conducted. In the case of Regional Conferences, ICON will make these decisions with input from the relevant Regional Leadership Council.

Section 3.10 Medical Missions and Trainings.

ICON shall be exclusively responsible for organizing and conducting, or for authorizing COCs or Affiliated Entities to organize and conduct, Medical Missions and trainings involving ICON Alliance professionals, held on a multi-jurisdictional, regional, or international basis. If ICON authorizes any COC or Affiliated Entity (or group of Affiliated Entities) to conduct any such Medical Missions or trainings, ICON will, at that time, specify in writing all terms and conditions for conducting that Medical Mission or training.

Section 3.11 Approval of Affiliated Entity Activities.

All activities conducted by Affiliated Entities as part of ICON Alliance are subject to review by ICON. ICON reserves the right to disaffiliate any Affiliate Entity or impose other sanctions as set forth in these General Rules, shall be subject to ICON's ongoing approval. ICON shall normally exercise this ongoing right of approval through the affiliation processes and policies provided for in Article 6. However, ICON reserves the right to exercise its approval powers in specific cases at any time, and outside of the routine schedule and system for granting or renewing affiliation, in order to process the various requests for ICON's approval which Affiliated Entities must obtain under these General Rules, and in order to respond to situations which are not addressed specifically in these General Rules, but which fall under ICON's overall authority over ICON Alliance, as provided in Sections 2.02 and 2.03.

Section 3.12 Broadcasting and Recording Matters.

(a) ICON's Authority. ICON shall be the sole and exclusive owner of all copyright and other intellectual property rights in all Conference and online activities and as such, ICON has the sole and exclusive right to license others to film, record and broadcast, whether on a live or pre-recorded basis, any audio, or visual, or digital signals (collectively, "**ICON Recordings**") of the Conference or of any ICON Alliance events associated with the Conferences or Medical Missions, such as official opening or closing ceremonies.

(b) Effect on Affiliated Entities and COCs. No Affiliated Entity or COC may grant, or purport to grant to any party (including without limit, any producer, director, radio broadcaster, over-the-air or cable television broadcaster, radio or television Alliance, or any Internet provider) any right of any kind to film, record, broadcast or otherwise disseminate any ICON Recordings without ICON's prior written consent, or to otherwise publish, display, or transmit ICON Recordings on or through computers, digital or analog modem signals or fiber optic signals, Internet sites, World

Wide Web communications, Alliances or any other form of online or off-line communications or downloads without ICON's prior written consent.

(c) Recording Rights. No Affiliated Entity or COC shall, without ICON's prior written permission, either itself or by license to any other party, produce, promote, and/or sell any medical content of any kind, including without limit any CD, record, tape, Internet broadcast, digital video disk, or any other electronic media, whether now in existence or created in the future, for the benefit of ICON, ICON Alliance, any Affiliated Entity, or any COC.

Section 3.13 Registration and Protection of ICON Marks.

(a) ICON's Responsibilities. As the owner of the ICON Marks, ICON is responsible for registering, protecting and enforcing all of ICON's ownership and related rights to the use of the ICON Marks and the goodwill and value associated with them. ICON is therefore exclusively responsible for registering or recording all trademarks, service marks, copyrights, and all other recordable interests in any intellectual property comprising the ICON Marks with the appropriate legal or governmental entities throughout the world, and for filing and prosecuting all actions against third parties for misappropriation, infringement or other misuse of the ICON Marks or other intellectual property associated with ICON Alliance.

(b) Effect on U.S. Organizations. No U.S. Entity (or Sub-Entity registered by a U.S. Entity as permitted by these General Rules), Sub-Region or U.S.-based Advisory Committee may register any ICON Mark or any copyright which is owned by ICON or which is related to or to be used in connection with ICON Alliance with any non-government entity, with any state or local governmental authority or with the United States Patent and Trademark Office without ICON's prior written consent. In addition, no U.S. Organization, Sub-Entity within a U.S. Region, Sub-Region or U.S.-based Advisory Committee may file or prosecute any claim for misappropriation, infringement or other misuse of the ICON Marks or other intellectual property associated with ICON Alliance without ICON's prior written consent.

(c) Effect on Other Organizations and Related Parties. No National Organization, Regional Organization, Sub-Entity, Region or Sub-Region Regional Leadership Council, International Advisory Committee or any other committee established by Affiliated Entities, Regions or ICON or by authority of these General Rules may register any ICON Mark or any copyright which is owned by ICON or which is related to or to be used in connection with ICON Alliance, with any non-government entity, with any national or local governmental authority or with any multi-national or international tribunal responsible for the recordation, cataloging or enforcement of trademarks or copyrights without ICON's prior written consent. In addition, no National Organization, Regional Organization, Sub-Entity, Region or Sub-Region, nor any of the other councils or committees described in the preceding sentence may file or prosecute any claim for misappropriation, infringement or other misuse of the ICON Marks or other intellectual property associated with ICON Alliance without ICON's prior written consent. ICON will, however, consider requests from specific National Organizations and Regional Organizations for authorization to proceed with such registration or enforcement activities in the name of and on behalf of ICON, if ICON determines that granting such authorization is a more efficient and expedient method, in a particular instance, of protecting the ICON Marks and other intellectual property associated with ICON Alliance in areas outside of the United States.

Section 3.14 Official Languages.

ICON shall from time to time establish official languages to be used throughout ICON Alliance. The official language to be used in all communications between and among ICON and all COCs and all Affiliated Entities shall be English (the "**Official Business Language**"). Affiliated Entities shall be responsible for translating and distributing printed materials concerning that Affiliated Entity's conduct of the ICONs in Medicine Program (collectively, "**Program Materials**") into the most predominant language(s) spoken in that Affiliated Entity's country (or region), in order to facilitate efforts at public education and at increasing the number of general Members, Volunteers and Requestors who participate in ICON Alliance. ICON reserves the right, however, to inspect such translations and/or to require an Affiliated Entity to provide ICON with an English version of some or all of that Affiliated Entity's Program Materials, in order to enable ICON to confirm that such Program Materials conform to the English version issued by ICON. If there is any conflict

between the non- English translation of any Uniform Standards or Program Materials and the English version, the English version shall control and take precedence.

ARTICLE 4

Membership

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Section 4.01 Requirements for Members.

(a) General Membership. General Membership is available to the public through the Icons in Medicine website <http://www.iconsinmed.org>. All individuals in the iCons in Medicine program must become general members and agree to the ICON Service Agreement.

(b) Membership for Volunteers. An ICON Volunteer should be licensed to practice medicine in the jurisdiction in which they reside and agree to respond to a minimum of three consult requests per year. ICON Volunteers must enroll under the auspices of a Chapter (Section 5.01 (e)). ICON chapters represent that their members are duly licensed health care professionals.

(c) Required Affirmation for Volunteers

Each Volunteer must agree to the following Affirmation:

"I represent and warrant that I am a physician or health care practitioner, licensed to practice medicine in my local jurisdiction and possess the licensure, skills and other qualifications necessary in my locale to render the professional care about which I am providing advice. I understand that I am being contacted as an ICON Alliance volunteer to act as a consultant only, and to provide knowledge and expertise to the requesting health care provider in order to assist that individual in rendering improved patient care. I acknowledge and agree that as an ICON Alliance volunteer I will have no contact with any patients and that any advice I render shall not be construed to establish a physician-patient relationship with the requesting health care provider's patient."

(d) Membership for Requestors. An ICON Requestor should be licensed to practice medicine in the jurisdiction in which they work and should provide services to underserved or remote populations. A Requestor must be enrolled in the iCons in Medicine program through the organization for which they work. This ICON Member Organization (Section 5.01 (d)) may be an NGO, clinic, Ministry of Health or other non-profit organization whose mission is compatible with ICON. Member Organizations represents that Requestors are authorized providers for an underserved community.

(e) Required Disclaimer for Requestors

Each Requestor must agree to the following Disclaimer:

"I represent and warrant that I am a physician licensed to practice medicine in my local jurisdiction and possess the licensure, skills and other qualifications necessary in my locale to render the professional care about which I am seeking advice. I understand that I am contacting an ICON physician to act as a consultant only, and to provide his or her knowledge and expertise to me such that I am better able to render patient care. I acknowledge and agree that the ICON physician is limited in his or her ability to provide accurate advice based on the information I provide, and in providing any advice shall incur no liability for the outcome of any care I provide. I further acknowledge and agree that the ICON physician will have no contact with my patient and any advice rendered by such physician shall not be construed to establish a physician-patient relationship between the ICON physician and my patient."

ARTICLE 5

Governance and Operation of Affiliated Entities

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Section 5.01 Structural Requirements of Affiliated Entities.

(a) Generally. Each Affiliated Entity shall have and maintain, as a condition for obtaining and maintaining its affiliation under Article 6, an organizational form and structure that is sufficient and appropriate, in ICON's judgment, to enable that Affiliated Entity to meet its affiliation obligations and the requirements of these General Rules and other Uniform Standards.

(b) National and Regional Organizations. National and Regional Organizations are responsible for enrolling Chapters and Member Organizations within their geographic jurisdictions. Unless otherwise authorized by ICON, each National/Regional Organization shall be organized as an independent charitable entity, in accordance with the laws of its country's jurisdiction. Wherever possible and permissible under applicable law, a National/Regional Organization shall be established and operated as a separate and identifiable non-profit corporation or association, or other legally independent non-profit entity, which is managed and operated by a Board of Directors/National Organization; and obtain and maintain all available exemptions from taxation to the greatest extent permitted by the laws of that National/Regional Organization's jurisdiction.

(1) Program Oversight. Each National/Regional Organization shall establish a subcommittee of the Board of Directors, or an Advisory Committee, and appoint a staff member, or Executive/National Director, to oversee ICON program activities. ICON may, at its discretion,

approve a different oversight structure for a particular National/Regional Organization at the time that ICON grants or renews that National/Regional Organization's affiliation, depending on its stage of development. If the role of a National/Regional Organization is to be conducted by a governmental agency or medical federation, ICON will normally require, as a condition of obtaining and maintaining affiliation, that the governmental entity or medical federation establish an Advisory Committee and appoint a Executive/National/Regional Director that focus specifically on the conduct of the Icons in Medicine Program in accordance with Section 5.01(b)4.

(2) *Composition and Membership of the ICON Oversight Committee.* The oversight Committee of a National/Regional Organization shall have at least five (5) members including a Chair, Medical Director and Secretary.

(3) *Rotation of Members of Oversight Committee.* The National/Regional Organization shall require systematic rotation in the membership of the Oversight Committee consistent with the total length of service of any one member of its Oversight Committee to a maximum of ten (10) consecutive years. A National/Regional Organization may request an exception to the ten-year maximum service for an Oversight Committee member who has an exemplary record of service. To obtain such an exception, an National/Regional Organization shall submit a written request (specifying the person for whom the exception is requested, describing that person's service to its Oversight Committee, the justification for the extension, and the length of the requested extension, provided that in no event may any person serve on its Oversight Committee for more than eighteen (18) consecutive years) to the ICON Managing Director for the National/Regional Organization's Region, who shall forward the request together with the Managing Director's recommendation to ICON's President, who shall consider the request and if the President believes that the request should be granted. No more than twenty percent of the members of any National/Regional Organization's Oversight Committee shall be granted such exceptions.

(4) *Delegation of Authority to Executive/National Director and Medical Director.* The day-to-day operations of each National/Regional Organization with respect to the iCons in Medicine program shall be managed by an Executive/National/Regional Director, who shall be a qualified person appointed by the National/Regional Organization's Board of Directors. This Executive/National Director must have the authority and responsibility to manage the day-to-day affairs of the ICON program as required by these General Rules and the other Uniform Standards. The Executive/National Director must be subject to the supervision and control of the National Organization's Board of Directors, and must meet the requirements specified in the Affiliation Standards. The Executive/National Director may be part-time or full-time, volunteer or paid, but cannot be the same person as the Chair of the Oversight Committee or the same person as the Medical Director. The Medical Director may be part-time or full-time, volunteer or paid but cannot be the same person as its Chair of the Oversight Committee. ICON may assist Affiliated Entities in selecting respective Chairs, Executive/National Directors and Medical Directors by providing information concerning desirable qualifications for the position, and if known to ICON, information concerning potentially suitable candidates.

(5) *Oversight Committee Meetings.* The Oversight Committee of each National/Regional Organization shall meet and conduct its business as required by the Affiliation Standards. Meetings are to be held at least twice each calendar year.

(6) *Other Committees.* The Board of Directors of each National/Regional Organization shall establish other subcommittees or advisory committees to create and work with Chapters and Member Organizations, as its Board of Directors deems appropriate.

(7) *Flexibility in Specific Instances.* ICON may, in its discretion, allow an entity seeking to obtain or renew its affiliation greater flexibility concerning its structure and governance and permit that entity to vary from particular requirements of this Section 5.01, if ICON determines that such flexibility is warranted in view of the specific conditions confronting the entity, and if ICON is satisfied that the structure and governance arrangements being proposed for the entity offer sufficient assurance that it can fulfill its obligations to ICON under the Affiliation Standards, the obligations being undertaken by the entity in its Affiliation License, and these General Rules.

(c) U.S. Organizations. ICON may affiliate with U.S. National or State Organizations which are separately incorporated as a non-profit corporation under the laws of a state, and qualify for and obtain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of the United States. The requirements are the same as those for National/Regional Organizations, Chapters,

or Member Organizations depending on the role.

(d) Member Organizations (Requestors). Member organizations first affiliate with ICON Medicine program and then, through a designated contact, enroll staff to receive services. Member Organizations have their own profile section on the ICON website. Unless otherwise authorized by ICON, each Member Organization shall be registered by a National Organization, Regional Organization or U.S. Organization in its jurisdiction, taking into account the legal requirements of its jurisdiction, and the role, if any, to be played by the national government in that jurisdiction. Unless otherwise authorized by ICON, the Member Organizations shall be an established independent charitable entity, in accordance with applicable law. Wherever possible and permissible under applicable law, a Member Organization shall: (1) be an established and operating separate and identifiable non-profit corporation or association, or other legally independent non-profit entity, which is managed and operated by a Board of Directors/Member Organization; and (2) have and maintain all available exemptions from taxation to the greatest extent permitted by the laws of that Member Organization's jurisdiction.

(e) Chapters (Volunteers). A Chapter consists of three (3) or more professionally licensed physicians or health care professionals, who form a group to facilitate their volunteer efforts under the leadership of a Medical Director selected by the group. Chapters are responsible for recruiting and ensuring that their members meet enrollment criteria.

(1) Chapters within U.S. Organization. Chapters registered to operate within the U.S. may not be separate legal entities. Rather, each Chapter shall be operated as a division or branch of the registering U.S. Organization, in order to ensure that the registering U.S. Organization maintains full control over the assets and operations of its Chapters.

(2) Chapters within National Organization or Regional Organization. Chapters registered to operate within the jurisdictions of National Organizations or Regional Organization may not be separately incorporated or otherwise organized into unincorporated associations or other entities having a separate and distinct legal status or identity from that of the registering National Organization or Regional Organization without ICON's prior written approval. Rather, each Chapter shall be operated as a division or branch of the registering National Organization or Regional Organization, in order to ensure that the registering Affiliated Entity maintains full control over the assets and operations of its Chapters.

Section 5.02 General Requirements Concerning the iCons in Medicine Program.

Each Affiliated Entity shall comply with the requirements set forth in Articles 6 and 7 concerning the conduct of the iCons in Medicine Program (e.g., Tele-consultations and Medical Missions), and with the other Uniform Standards which pertain to the iCons in Medicine Program. These obligations include, but are not limited to, compliance with all required procedures applicable to that Affiliated Entity concerning the registration of Volunteers and the proper use of those Volunteers.

Section 5.03 Growth Requirements for ICON Alliance.

(a) Required Scope of the iCons in Medicine Program. Each Affiliated Entity shall offer tele-consultations within its jurisdiction as well as other ICONs in Medicine Program initiatives such as medical missions, tele-consultation training, training programs, volunteer leadership programs and other programs as may be determined to be appropriate.

(b) Program Development System. The Program Development System is a management tool created to support ICON's global vision of a comprehensive, quality ICON Alliance development. The goal is to enable ICON Alliance leadership to bring longer term focus to key development areas and to ensure continuing success in delivering quality Tele-consultation training and Medical Missions to ICON Alliance. The Program Development System provides a systematic approach to quality development through a 3-step process: collection of essential program data and metrics; assessment of the current state of the program's development across a set of components; and creation of an Action Plan with targeted performance metrics and identification of resources to support future program growth. It is the policy of ICON that each Affiliated Entity shall increase the number of ICON Alliance Members participating in the ICONs in Medicine Program, particularly in its Tele-consultation activities and shall keep ICON regularly informed of its progress concerning growth. Through the Program Development System, each Affiliated Entity

shall establish at least annual specific development targets including the number of new Chapters and Member Organizations it anticipates recruiting and how it proposes to reach the established goal.

(c) Approved Methodologies for Measuring Growth. In counting and reporting to ICON on the numbers of Chapters and Member Organizations who participate in an Affiliated Entity's activities, each Affiliated Entity shall use a standardized methodology developed and approved by ICON, unless ICON authorizes a particular Affiliated Entity to depart from that standardized methodology. Such methodology shall include provisions for measuring attrition of incumbent Chapters and Member Organizations. In addition, the data used by each Affiliated Entity to calculate and report to ICON on the total population of patients eligible in its jurisdiction to receive services from ICON Alliance shall be subject to ICON's review and approval. ICON shall provide definitions, clarification and directions as it deems appropriate concerning the counting and reporting and may revise such definitions from time to time. Such revisions shall not be considered an amendment to the General Rules.

Section 5.04 Use of ICON Name and Other ICON Marks.

Each Affiliated Entity shall comply with the requirements of these General Rules and the other Uniform Standards in its use of the **ICON** Logo and any other ICON Marks which ICON licenses that Affiliated Entity to use. Affiliated Entities shall also comply with the limitations imposed by these General Rules and the other Uniform Standards when authorizing third parties to use any ICON Marks in connection with activities undertaken for the support or benefit of that Affiliated Entity. Without limiting the intended generality of the preceding sentences, Accredited Entities must comply with the following requirements concerning the name "ICON", the **ICON** Logo, and any other ICON Marks which ICON licenses an Affiliated Entity to use:

(a) Compliance with Graphics Standards Guide. Affiliated Entities shall comply with the specifications in the Graphics Standards Guide concerning the authorized methods for using, printing, displaying and reproducing the **ICON** Logo, and various other ICON Marks.

(b) Use of the ICON Logo. Each Affiliated Entity shall have the right to use the **ICON** Logo only when the **ICON** Logo is used or displayed in conjunction with, or juxtaposed with, the Credit Line (i.e., the **ICON** Logo is used immediately above or next to the Credit Line, in the manner depicted in and required by the Graphics Standards Guide). No Affiliated Entity shall have any right to use or display the **ICON** Logo standing alone, without the required juxtaposition with the Credit Line, nor may any Affiliated Entity authorize any Sub-Entity or other third party to make any such "stand-alone" use of the **ICON** Logo. Affiliated Entities shall use the **ICON** Logo in conjunction with the Credit Line, and use all other ICON Marks which ICON licenses Affiliated Entities to use from time to time, only in accordance with the Graphics Standards Guide, these General Rules, and the other Uniform Standards. No logo, trademark, service mark, design, insignia, seal or symbol other than the **ICON** Logo or the Credit Line may be used by an Affiliated Entity without ICON's prior written consent.

(c) Acknowledgment of ICON's Trademark Registrations. Affiliated Entity must identify the **ICON** Logo and any other ICON Mark which has been registered or otherwise recorded by ICON with the appropriate trademark authorities as the registered trademark or service mark of ICON, by always displaying that ICON Mark in conjunction with the registered trademark symbol (®) in the manner required by the Graphics Standards Guide, if that ICON Mark is a registered trademark of ICON. Alternatively, if the ICON Mark in question is a common law or other unregistered trademark or common law service mark of ICON, as indicated by ICON in the Graphics Standards Guide or through other written notice to Affiliated Entities, then Affiliated Entities shall always display that ICON Mark in conjunction with the common law trademark notice (TM) or, if applicable, the common law service mark notice (SM), in the manner required by the Graphics Standards Guide or ICON's other written notice to Affiliated Entity concerning the authorized use and display of that ICON Mark. The ICON Mark is defined, individually and collectively, as: (1) the mark and name "ICON" regardless of how that name is used or displayed, and specifically, whether or not it is used by itself or with ICON's name, the name of an Affiliated Entity, the name or logo of a COC, or the name of an ICON Alliance event; (2) the **ICON** Logo; (3) any Conference or COC logo, slogan or theme used by ICON, a COC or an Affiliated Entity; (4) The Law, (5) any figures or logos used by ICON or any COC as symbols for medical

specialty consultations; and (6) any other mark, name, logo, emblem, slogan, motto, depiction or other expression which ICON has approved for use in connection with ICON Alliance, for which ICON has filed ownership registration(s) with the U.S. Patent and Trademark Office and/or any other trademark registration entity or governmental authority, or which ICON determines has become identified and associated with ICON Alliance through repeated usage in connection with the ICON Alliance programs or events.

(d) Approval Requirements. An Affiliated Entity must approve, in advance and in writing, the form, content and appearance of all designs, uses, displays and reproductions of ICON Alliance name, the **ICON** Logo, or any other ICON Mark which is to be used by its Sub-Entities or by any other third party under authorization from the Affiliated Entity. All such uses or reproductions by Sub-Entities or by third parties shall comply with the Graphics Standards Guide and the other Uniform Standards.

(e) Required Use of ICON Logo. Each Affiliated Entity shall use the **ICON** Logo in conjunction with the name of the Affiliated Entity on all official materials pertaining to ICON Alliance, including, without limitation, on its stationery, business cards, news release letterhead, Conference collateral, posters, brochures, and all informational and promotional material distributed to participants in ICON Alliance, to sponsors, or to the general public.

(f) Use of Official Credit Line. The official credit line to be used by all Affiliated Entities (the "**Official Credit Line**") consists of the phrase Affiliated with International Consultants in Medicine. The Official Credit Line shall be displayed prominently on all stationery, brochures, annual reports, news releases, and other printed materials, on Web sites and in films, slides or video presentations, which are produced or distributed by Affiliated Entities pertaining to ICON Alliance. When feasible, the Official Credit Line should also be included in television credits displayed in connection with any programming which is filmed and broadcast by a local station within an Affiliated Entity's jurisdiction.

(g) Compliance with Other Policies. All uses of ICON Marks by an Affiliated Entity shall comply with all other requirements of these General Rules and the other Uniform Standards, including, but not limited to, the policies set forth in Section 5.05 concerning the prohibited association of ICON Marks or the **ICON** Program with alcoholic beverages or tobacco products.

(h) Displays of Commercial Messages at Conferences. ICON, a COC, or an Affiliated Entity may display, or permit others to display, signage recognizing the support of commercial sponsors at Conferences pertaining to ICON Alliance in appropriately designed locations, so long as such displays otherwise comply with the General Rules and the other Uniform Standards.

(i) Prohibition and Display of National Flags. No national flags shall be displayed at any Conferences.

Section 5.05 Alcohol and Tobacco Policy.

(a) Use of Alcoholic Beverages and Tobacco Products. No Affiliated Entity shall knowingly permit the use of any alcohol or tobacco products at any Conference venue.

(b) Prohibitions Concerning Affiliations of ICON Name or ICON Marks with Alcoholic Beverages and Tobacco Products. No Affiliated Entity shall permit the name "ICON", "ICON Alliance," the **ICON** Logo or any other ICON Mark to be publicly or visibly connected or associated with the name or trademark of any of the following companies or products:

- (1) any tobacco product, or the manufacturer or distributor of a tobacco product; or
- (2) any alcoholic beverage, or the manufacturer or distributor of an alcoholic beverage.

(c) Permitted Activities. The prohibition set forth in Section 5.05(b) shall not prevent an Affiliated Entity from engaging in or authorizing any of the following:

- (1) Accepting a so-called "blind" contribution which is not publicized, promoted or publicly acknowledged by the Affiliated Entity in any way (except to the extent that the source of the contribution must be reported on tax returns or other filings made with governmental authorities, which are then available for public inspection);
- (2) Allowing the name "ICON," the **ICON** Logo, and/or other ICON Marks to be publicly associated with the names of products which are not tobacco products or alcoholic beverages, even if they are manufactured or distributed by companies which also manufacture or distribute tobacco or alcoholic beverages;
- (3) Allowing the name "ICON," the **ICON** Logo, and/or other ICON Marks to be publicly

associated with the names of manufacturers or distributors of alcoholic beverages or tobacco products, as distinguished from the products or the product names themselves, if those company names do not contain the brand name or generic title of an alcoholic beverage or tobacco product.

(d) Obtaining Required Guidance from ICON. An Affiliated Entity shall contact ICON for guidance and further authorization in any instance where it is uncertain whether an Affiliated Entity may accept funds or other support from a company associated with tobacco products or alcoholic beverages. ICON's decision on such matters will be final and binding on the Affiliated Entity.

Section 5.06 Compliance with Laws.

Each Affiliated Entity shall conduct its affairs and operate the ICONs in Medicine Program within its jurisdiction in accordance with all laws and regulations which may govern or apply to its activities, including, but not limited to, all laws and regulations concerning: (a) non-profit corporate or other organizational status or governance; (b) obligations concerning income, payroll and other types of taxes, and requirements for obtaining and maintaining exemption from income taxation; (c) revenue and expenditure reporting; (d) fundraising activities, including laws and regulations which govern charitable solicitation and/or cause-related marketing promotion activities; (e) auditing, preparing and/or filing financial statements and other required financial reporting to government authorities; (f) disclosure of information to members of the public; (g) occupational health and safety requirements; (h) the hiring, firing and selection of employees; (i) prohibitions against discrimination and requirements concerning equal opportunity in the hiring of employees and the conduct of the Affiliated Entity's affairs; and (j) procedures and policies concerning the use of volunteers.

Section 5.07 Contracts with Third Parties.

Affiliated Entities shall comply with the requirements in Article 8 concerning fundraising activities and the standards and conditions to be met or included in all agreements with corporate sponsors or other third parties that provide financial support or services for the Affiliated Entity for ICON Alliance Programs. No Affiliated Entity shall enter into any contract with any third party pertaining to ICON Alliance which has a term or duration which extends beyond its then-current Affiliation Period without ICON's prior written consent, as further provided in Section 8.04(k), except that any contract may have a term or duration beyond a its then-current Affiliation Period if the contract provides that it shall terminate without penalty or other cost to Affiliated Entity or ICON effective upon the third party's receipt of written notice from the Affiliated Entity or ICON if the Affiliated Entity's Affiliation is revoked, denied, not renewed, or suspended for any reason by ICON.

Section 5.08 Avoiding Conflicts of Interest.

In order to preserve the integrity and reputation of ICON Alliance and the ICONs in Medicine Program, it is imperative that ICON and all Affiliated Entities including their respective Board of Directors, officers Executive/National Directors, committee members and employees, shall scrupulously avoid conflicts of interest pertaining to ICON Alliance, whether real or potential, between their own personal and financial interests, or the interests of companies or businesses in which they have an interest, and the interests of the Affiliated Entity in which they are an officer, Executive/National Director, member of the Board of Directors, or employee. The preceding sentence obligates all Affiliated Entities to avoid not only actual conflicts in situations in which there is a true conflict between competing interests, but also to avoid conflicts which are "potential," in that they may create an appearance of impropriety, and thus risk public embarrassment to ICON or damage to its reputation, even if there is no actual impropriety or conflict. To meet this requirement, all potential conflicts pertaining to ICON Alliance shall be disclosed fully and promptly to the Board of Directors of the affected Affiliated Entity for resolution by that Board of Directors (or, where applicable, by ICON's Board) at the earliest opportunity. If any Affiliated Entity, Sub-Entity, or ICON official or employee has a doubt about whether a particular situation creates a potential conflict of interest, that doubt shall be resolved, in all instances, in favor of disclosing the potential conflict as required by this Section.

Section 5.09 Financial and Insurance Requirements.

All Affiliated Entities shall comply with the Affiliation Fee and insurance requirements of Article 9.

Section 5.10 Guidelines and Policies.

ICON may from time to time issue written guidelines or policies on matters related to the operation or management of Affiliated Entities with respect to ICON Alliance. ICON may require that Affiliated Entities comply with such policies and guidelines as a condition of obtaining and maintaining their affiliation.

ARTICLE 6

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Section 6.01 Purpose of Affiliation and Registration.

ICON licenses National Organizations, Regional Organizations and U.S. Organizations or others as necessary under the General Rules to grow ICON Alliance. ICON National Organizations, Regional Organizations and U.S. Organizations register Chapters (Volunteers) and Member Organizations (Requestors). Affiliation and registration are used to promote worldwide quality, and ultimately the growth, of ICON Alliance. Affiliation assures that every Affiliated Entity agrees to participate in ICON Alliance in a manner consistent with ICON Alliance's mission, is willing and able to oversee registration of Chapters and Member Organizations within its jurisdiction, and has met certain minimum management and financial requirements.

Section 6.02 Rights.

Only those organizations and entities which have been granted the status of Affiliated Entities as provided in this Article 6 may: (a) hold themselves out to the public as ICON Affiliated Entities; (b) raise, receive or spend funds in for ICON Alliance; or (c) use, or authorize others to use in conducting their programs or activities, the name "ICON" as part of their name or any other ICON Marks that ICON licenses Affiliated Entities to use in conducting the ICONs in Medicine Program or activities.

Section 6.03 Authority to Grant Affiliation and Registration.

Only ICON may grant or withhold affiliation to a Founding Committee or to a requesting national or regional organization. ICON has sole authority to suspend or revoke the affiliation of an Affiliated Entity. Affiliated Entities may grant or withhold registration to a Chapter or Member Organization (Sub-Entity) within its jurisdiction. ICON may also suspend or revoke the registration of any Sub-Entity under Sections 6.21(d). Subject to ICON's right to suspend or revoke a Sub-Entity's registration, Affiliated Entities are responsible for deciding, consistent with the requirements of this Article 6, whether to grant initial or renewal registration to their Sub-Entities.

Section 6.04 Documentation of Affiliation.

Whenever ICON grants an affiliation license, ICON shall issue an Affiliation License to that entity. Affiliation by ICON shall be in writing, and shall be made in accordance with the requirements of these General Rules.

Section 6.05 Affiliation Standards.

ICON shall establish, and may amend, from time to time the Affiliation Standards.

Section 6.06 Changes to the Affiliation Standards.

ICON may revise the Affiliation Standards from time to time. Except in unusual cases, ICON will provide Affiliated Entities with advance written notice of any revisions to the Affiliation Standards, in order to give Affiliated Entities affected by the changes a reasonable opportunity to take any action necessary to satisfy the revised Affiliation Standards. In unusual cases, however, when ICON determines that it is in ICON Alliance's best interest to rapidly implement the revised Affiliation Standard(s), ICON will notify all Affiliated Entities, specifying in that notice the date by which they will be required to satisfy the revised Affiliation Standard(s). The specified date may, if deemed appropriate by ICON, and specified in that notice, apply to all Affiliated Entities regardless of the length of their Affiliation Period.

Section 6.07 Period or Duration of Affiliation.

(a) Calendar Year Basis. ICON shall normally grant affiliation to an Affiliated Entity on a calendar year basis. Affiliation may take effect at any time during a calendar year, but will expire at the end of a calendar year. An Affiliated Entity, subject to Section 6.07(d), may grant registration to a

Sub-Entity only on a calendar year basis.

(b) Duration of Affiliation. ICON may grant or renew affiliation (subject to ICON's right to suspend or revoke affiliation) for periods ranging from one year, or a portion thereof, to two years. Duration of affiliation (the "**Affiliation Period**") shall be specified by ICON in writing at the time of new or renewed affiliation.

(c) Conditional Affiliation. ICON may grant affiliation on a conditional basis ("**Conditional Affiliation**"), which shall include a specific date by which the conditions must be satisfied. If an Affiliated Entity fails to fulfill a required condition by the specified date, its affiliation shall automatically terminate as of that date, with no right of appeal, unless otherwise agreed by ICON.

(d) Duration of Registration for Sub-Entities. Absent prior written approval from ICON in specific cases, the Registration Period for any Sub-Entity, whether constituting an initial or renewal Registration Period, may not extend beyond the then-scheduled expiration of the Registration Period of its registering Affiliated Entity.

Section 6.08 Application for Initial or Renewed Affiliation.

(a) Requirements for Written Application. A Founding Committee or an Affiliated Entity seeking initial or renewed affiliation, respectively, shall file a written application using standardized application materials provided by ICON (the "**Affiliation Application**"), which must include a completed Affiliation License. Every Affiliation Application must be signed on behalf of the Founding Committee or the Affiliated Entity's Board of Directors. Affiliation Applications from Founding Committees shall include the Organizational Documents that the Founding Committee has adopted or proposes to adopt if affiliation is granted by ICON. Renewal Applications from Affiliated Entities shall include written confirmation on behalf of its Board of Directors that the organization remains committed to ICON Alliance mission and principles, including these General Rules

(b) Timeline for Renewal Application. Unless otherwise permitted by ICON, each Affiliated Entity that seeks to renew its affiliation shall submit its completed Affiliation Application to ICON no later than the date established from time to time by ICON during the calendar year in which that Affiliated Entity's existing affiliation expires, in order to gain affiliation effective January 1 of the following calendar year. Any Affiliated Entity unable to comply with this deadline must submit a written extension request to ICON at least thirty (30) days prior to the date that Affiliated Entity's affiliation expires. Upon good cause, ICON may then establish an alternative deadline.

(c) Failure to Submit Renewal Application. If an Affiliated Entity fails to submit a complete Affiliation Application in accordance with this Section 6.08, such Affiliated Entity's affiliation shall automatically expire at the end of the latter of its current Affiliation Period or any extension granted by ICON in accordance with Section 6.08(b), without the right to appeal, unless otherwise authorized by ICON. An Affiliated Entity shall not have the right to appeal a notice from ICON stating that its affiliation has expired.

Section 6.09 Affiliation License.

(a) Requirement of Completion. Each Affiliation Application, whether for initial or renewed affiliation, shall be accompanied by an Affiliation License by which the applicant certifies the applicant's acceptance of and compliance with the General Rules. Each applicant's Affiliation License shall be signed by an authorized representative. ICON will not grant or renew affiliation to any applicant that has not properly completed and signed an Affiliation License.

(b) Changes to Affiliation License. ICON may revise the Affiliation License at any time and shall provide Affiliated Entities with prompt written notice of all such changes. Except for exceptional cases, ICON will not require an Affiliated Entity that is otherwise in compliance with its Affiliation License to make changes to its structure, operations or programs during its then-current Affiliation Period in order to meet the requirements of a revised Affiliation License. Rather, ICON will normally require Affiliated Entities to sign and submit the revised Affiliation License as part of their next Affiliation Application following ICON's adoption of the revised Affiliation License.

Section 6.10 Review by ICON of New Affiliation Applications.

(a) Review of New Applications. ICON will review all Affiliation Applications from Founding Committees and either grant or deny such applications by written or electronic notice to the

applicant. ICON's decisions on all requests for such affiliation shall be final and non-appealable. A Founding Committee that has been denied affiliation may, with ICON's prior written authorization, resubmit a revised Affiliation Application at a later date to provide ICON with new or additional information.

(b) Granting Affiliation. ICON may, at its sole discretion, grant conditional affiliation in accordance with Section 6.07(c). ICON shall grant affiliation for a specified period in accordance with Section 6.07(b), or waivers in accordance with Section 6.22.

Section 6.11 Affiliation Boundaries.

ICON shall determine the territorial jurisdiction of each Affiliated Entity for activities pertaining to ICON Alliance. In most cases, the jurisdictional boundaries of an Affiliated Entity will be geographic and political, and will mirror existing geopolitical boundaries, such as the boundaries defining a nation or province, or a state within the United States. ICON will identify the jurisdiction of each Affiliated Entity in writing at the time that ICON grants or renews its affiliation. In appropriate cases, ICON reserves the right to designate more than one Affiliated Entity within a particular geographic or political territory, such as more than one Affiliated Entity for a single nation or for a single state within the United States.

Section 6.12 Obligations of an Affiliated Entity.

By applying for and accepting affiliation, and by signing the Affiliation License, an Affiliated Entity and its Board of Directors agree to recognize ICON as the final legal and binding authority on all ICONs in Medicine Program matters and accept full responsibility for conducting the operations of the Affiliated Entity in accordance with its Affiliation License, these General Rules and the other Uniform Standards.

Section 6.13 Rights of an Affiliated Entity.

An Affiliated Entity has the following rights and privileges during its Affiliation Period, subject to these General Rules:

(a) License to Use ICON Marks. Each Affiliated Entity is granted a license to use the **ICON** Logo, the Credit Line and other ICON Marks as set forth in Section 5.04 or as above specified from time to time by ICON, in organizing, financing and conducting the ICONs in Medicine Program within its jurisdiction.

(b) Authority to Operate the ICONs in Medicine Program. ICON authorizes each Affiliated Entity to hold itself out as the authorized ICON Alliance member within its jurisdiction (subject to any jurisdictional rights that the Affiliated Entity may have granted to a Sub-Entity). This authority grants each Affiliated Entity the following rights and authority within its jurisdiction, to be exercised in accordance with the General Rules:

(1) A license to authorize others to use the ICON Logo and Credit Line.

(2) To organize, conduct and promote the iCons in Medicine Program Tele-consultations, including organizing and registering Sub-Entities (Chapters and Member Organizations) located entirely within its jurisdiction;

(3) To organize, conduct and promote Medical Missions and Conferences

(4) To carry out related program activities authorized by ICON, including volunteer leadership initiatives and Tele-consultation training programs;

(5) To raise funds for these purposes in the name of the Affiliated Entity;

(6) Eligibility to receive a quota to send a delegation to World Conferences and to certain Regional Conferences;

(7) To permit license for local radio and television broadcasters and other third parties to film and otherwise record the Conference held by the Affiliated Entity within its jurisdiction, and to broadcast such Conference Recordings (as defined in Section 3.12) on local radio within the Affiliated Entity's jurisdiction;

(8) To select an Executive/National Director, to hire employees and to establish a personnel system for ICONs in Medicine Program within its jurisdiction as supported by its operating budget;

(9) To receive assistance from ICON in the form of advice and training regarding the development and conduct of the ICONs in Medicine Program, access to official ICON publications and materials, opportunities to attend Conferences, and eligibility to request financial assistance from

ICON; and

(10) The opportunity to comment on and participate in the development of the Uniform Standards through representational participation on Leadership Councils and other Advisory Committees established through these General Rules.

Section 6.14 ICON's Power to Impose Sanctions for Violations of an Affiliated Entity's Obligations.

ICON has the right and the authority to impose sanctions or other corrective measures deemed appropriate by ICON on any Affiliated Entity, or against any other party to the extent permitted by law, for violations of the General Rules or the other Uniform Standards. ICON's authority to enforce the General Rules and other Uniform Standards includes, without limitation, the authority to suspend, revoke or deny the affiliation of any Affiliated Entity and to impose any of the other sanctions provided in Article 6 (or elsewhere in these General Rules).

Section 6.15 Grounds for Imposing Sanctions or Revoking/Denying Affiliation.

(a) Grounds for Sanction. Except as otherwise provided in subsection (b), ICON may impose any or all of the sanctions identified in Section 6.20 if ICON determines that an Affiliated Entity is not in compliance with the requirements of these General Rules or other Uniform Standards ("**Ground(s) for Sanction**"). Any affiliation that lapses or expires automatically under this Article 6 is not a sanction and shall not be subject to appeal under Section 6.15 through 6.17.

(b) Grounds for Revocation or Denial of an Affiliated Entity's Affiliation.

Notwithstanding ICON's general power to sanction an Affiliated Entity as provided in this Article 6, ICON shall not revoke an Affiliated Entity's affiliation unless ICON makes one or more of the following determinations (the "**Ground(s) for Revocation**"):

(1) That the Affiliated Entity has failed to comply with its material obligations as an Affiliated Entity, which are set forth in these General Rules, the Affiliation Standards and Affiliation License of the affected Affiliated Entity, or the other Uniform Standards;

(2) That circumstances exist wherein (i) the health or safety of individuals involved in ICON Alliance is jeopardized; (ii) there are indications that the Affiliated Entity has engaged in any illegal activity; or (iii) the Affiliated Entity has acted in a manner that may jeopardize the financial integrity or reputation of the Affiliated Entity, of the ICONs in Medicine Program or ICON, and that these circumstances may lead to substantial harm to ICON, to ICON Alliance, to the ICONs in Medicine Program, or to any of ICON's affiliates if not eliminated or rectified as soon as possible; or

(3) That the Affiliated Entity does not meet the Affiliation Standards.

Section 6.16 Procedures for Imposing Sanctions/Revocation.

(a) Notice of Intent to Impose Sanctions/Revocation. If ICON determines there are Grounds for Sanction and/or Grounds for Revocation, ICON shall notify the affected Affiliated Entity through a "**Notice of Intent to Impose Sanctions**" or "**Notice of Intent to Revoke**", respectively. The relevant Notice shall be addressed and sent to the Affiliated Entity. It shall summarize the Affiliated Entity's operating deficiencies, failures of performance, or other violations of the Uniform Standards which constitute the Grounds for Sanction and/or Grounds for Revocation. ICON may also, at its option, inform the Affiliated Entity of the specific sanction(s) that ICON may impose. The Notice of Intent to Revoke will specifically state, however, whether ICON has determined that there are Grounds for Revocation and intends to suspend, deny or revoke the Affiliated Entity's affiliation.

(b) Effect of an Affiliated Entity's Failure to Respond. The Notice of Intent in 5.16(a) shall include a notice that the Affiliated Entity may respond to the allegations within 30 calendar days following the Affiliated Entity's receipt of said Notice ("**Response**") and that failure to respond may result in the immediate imposition of sanctions/revocation. If an Affiliated Entity fails to submit a Program Response within the thirty days following its receipt of the Notice of Intent to Impose Sanction, then such Notice shall automatically become a final notice and the decision to impose the proposed sanction(s) ("**Final Sanction Notice**") upon expiration of that thirty-day response period. If the Notice of Intent to Impose Sanction did not specify the sanctions, ICON shall have the right, upon the expiration of the thirty-day response period, to issue an

unappealable Final Sanction Notice to the affected Affiliated Entity identifying the sanction(s) which ICON has determined to impose. In a similar manner, if the Affiliated Entity fails to provide a Program Response to a Notice of Intent to Revoke that cited Grounds for Revocation and specifically notified the affected Affiliated Entity that ICON was considering a suspension, revocation or denial of its affiliation, then upon the expiration of the thirty-day response period and the lack of a Response from the Affiliated Entity, that Notice of Intent to Revoke shall automatically become a Final Notice of Revocation, with the consequences provided for in Section 6.18.

(c) Required Contents of Affiliated Entity's Response. Any Affiliated Entity's Response to either of the Notice(s) of Intent in 6.16(a) shall be in writing and prepared in English or translated into English before its submission to ICON. The Response shall be submitted to ICON within the 30-day response period described in Section 6.16(b) and shall set forth the specific reasons why the Affiliated Entity either (1) denies the alleged Grounds for Sanction or Grounds for Revocation, and/or (2) believes that any conceded Grounds for Sanction or Grounds for Revocation have either been corrected or eliminated, can be corrected or eliminated in the near future within a reasonable period of time or should not, for other reasons explained by the Affiliated Entity, result in the imposition of sanctions by ICON. If the Affiliated Entity proposes corrective measures, its Response shall include a detailed plan for that correction and an estimate of the amount of time reasonably necessary to accomplish it. A Response may also challenge the existence of the alleged Grounds for Sanction/Revocation, challenge the appropriateness of any proposed sanction(s)/revocation, or challenge both the violation and the proposed sanction(s)/revocation.

(d) ICON's Review of the Affiliated Entity's Response. Within 30 days following ICON's receipt of a Response, ICON shall review the Response and provide a written reply to the Affiliated Entity. ICON's reply may either: (1) withdraw the Notice of Intent in Section 6.16(a); (2) defer a final decision on the Notice of Intent to Impose Sanction to permit the Affiliated Entity to take specific future corrective action, in which case ICON shall specify in writing the nature and completion date of such corrective action; or (3) issue a Final Notice of Sanction under Section 6.16(e) below, or if applicable, a Final Notice of Revocation under Section 6.16(f) below. ICON shall determine, in its sole discretion, whether to accept any corrective action taken or proposed by an Affiliated Entity.

(e) Final Notice of Sanction. If ICON, after review and consideration of the Affiliated Entity's Response (and, where applicable, after evaluation of any corrective measures taken by the Affiliated Entity with ICON's authorization under Section 6.16(d) above), determines that Grounds for Sanction continue to exist, ICON shall send the Affiliated Entity a Final Notice of Sanction. It shall be addressed and sent to the chairperson of the Board of Directors of the affected Affiliated Entity and copied to its Executive/National Director. It shall describe the nature of, and reasons for, the imposed sanctions and take effect 30 days after the date on which it is issued by ICON, unless within that same thirty-day period, the affected Affiliated Entity submits a written appeal of the Final Notice of Sanction to ICON in accordance with Section 6.17(a).

(f) Final Notice of Revocation. In a case in which ICON has found Grounds for Revocation, if ICON determines, after review and consideration of the Affiliated Entity's Response (and, where applicable, after evaluating the impact of any corrective measures taken by the Affiliated Entity with ICON's authorization under Section 6.16(d) above), that Grounds for Revocation continue to exist, ICON shall send the Affiliated Entity's Executive/National Director and the chairperson of its Board of Directors a Final Notice of Revocation. It shall set forth ICON's reasons for revoking or denying affiliation, and the reasons why any Response and, where applicable, any corrective measures taken by the Affiliated Entity following issuance of the Notice of Intent to Revoke, were insufficient in ICON's judgment to warrant maintaining or renewing the Affiliated Entity's affiliation. ICON's Final Notice of Revocation shall take effect thirty (30) days after the date on which ICON issues the Final Notice of Revocation, unless within that same thirty-day period, the affected Affiliated Entity submits a written appeal in accordance with Section 6.17(a).

Section 6.17 Appeal Procedures for Sanctions/Revocation.

An Affiliated Entity which is the subject of a Final Notice of Sanction or Final Notice of Revocation may pursue an appeal of ICON's decision by following the procedures in this Section 6.17.

(a) Submitting an Appeal. Only one (1) appeal may be filed by an Affiliated Entity in connection

with any Sanction or Revocation process (“**Appeal**”). The Appeal may not be filed until after ICON has issued a Final Notice of Sanction or a Final Notice of Revocation. The Appeal shall be submitted in writing (in English) and shall have been approved by a majority of the members of the Affiliated Entity’s Board of Directors, and shall be submitted to ICON’s President and to the ICON Chair. An Appeal may challenge i) the existence of the violations or other factors described in the Grounds for Sanction or Grounds for Revocation, ii) the appropriateness of the sanctions identified in ICON’s Final Notice of Sanction or Final Notice of Revocation, or iii) both i) and ii).

(b) Size and Composition of the Appeal Committee. Each Appeal shall be considered by a committee of five (5) persons, consisting of the ICON Chair and four other persons appointed by ICON’s President (“**Appeal Committee**”). Alliance ICON shall determine in its sole discretion, through its President, whether to appoint a standing Appeal Committee for purposes of this Section 6.17, or whether to appoint different Appeal Committees to handle particular Appeals.

(c) Review by Appeal Committee. Each Appeal shall be decided by a simple majority of the five members of the Appeal Committee. Before making its decision, the Appeal Committee shall give the Board of Directors of the affected Affiliated Entity a reasonable opportunity to discuss the Appeal in person with the Appeal Committee, if the Affiliated Entity requests such an opportunity in its written Appeal, but the Affiliated Entity shall be responsible for any travel or other expenses incurred by its representative(s) in attending such a meeting. The Appeal Committee may, in its discretion, request the Affiliated Entity to provide supplementary information in support of the Appeal, or to respond to specific questions of significance to the Appeal Committee in preparing its decision. The affected Affiliated Entity shall cooperate with such requests as a condition of pursuing its Appeal.

(d) Decision of Appeal Committee. The Appeal Committee shall issue its decision in writing and include a brief statement of the reasons for its decision, and shall promptly communicate that decision both to ICON’s President and to the Board of Directors of the affected Affiliated Entity. The decision of the Appeal Committee shall be final.

Section 6.18 Emergency Suspension of Affiliation.

Notwithstanding any other provision of this Article 6, ICON may issue a written emergency temporary suspension of affiliation if ICON determines that such action is reasonably necessary in order to prevent immediate and substantial harm to ICON or any of its Affiliated Entities, or to the conduct of the ICONs in Medicine Program within the affected Affiliated Entity’s jurisdiction (“**Emergency Suspension Notice**”). The decision whether to suspend affiliation on an emergency basis shall be made by ICON’s President or Chair. Suspension of online activities shall be immediate and suspension of all other activities shall be effective upon receipt by the Executive/National Director and the chairperson of the Board of Directors of the affected Affiliated Entity. The Emergency Suspension Notice shall specify the specific reasons for the emergency suspension. Upon receipt of an Emergency Suspension Notice, the affected Affiliated Entity shall immediately comply with Section 6.18. Emergency Suspension Notices shall remain in effect until withdrawn by ICON or until a Final Notice of Revocation is issued by ICON as provided in Section 6.16. An affected Affiliated Entity may appeal an Emergency Suspension Notice through the process outlined in Section 6.17 only after the affected Affiliated Entity receives a Final Notice of Revocation. An affected Affiliated Entity shall not regain valid affiliation unless and until ICON withdraws the emergency suspension by written notice to the affected Affiliated Entity.

Section 6.19 Effect of Termination or Expiration of Affiliation.

If an Affiliated Entity’s affiliation is revoked, denied or suspended on an emergency basis, or if an Affiliated Entity ceases, for any reason, to be affiliated in accordance with these General Rules (individually and collectively, a “**Termination of Affiliation**”), then ICON and the affected Affiliated Entity shall observe the following:

(a) Termination of License to Use ICON Marks. Upon the effective date of Termination of Affiliation, the affected Affiliated Entity’s Affiliation License, including its rights and authority to use the name “ICON,” the **ICON** Logo, any ICON Marks, and all other copyrighted materials or other intellectual property owned by ICON, shall immediately terminate, without any further notice or action by ICON. The termination of the rights and authority granted pursuant to the Affiliation License, shall not release the Affiliated Entity from fulfilling any lawful and outstanding contractual

obligations to third parties which were entered into by the Affiliated Entity in accordance with the General Rules.

(b) Termination of Authority to Conduct ICONs in Medicine Program and Activities. Upon the effective date of Termination of Affiliation, the affected Affiliated Entity shall immediately cease all ICONs of Medicine Program and fundraising activities in the name of or for the benefit of ICON Alliance, and shall conduct only those limited activities and operations which ICON determines to be necessary and appropriate, with the supervision and approval of ICON.

(c) Cooperation with ICON. Upon the effective date of Termination of Affiliation, the affected Affiliated Entity shall promptly take whatever steps may be reasonably required by ICON to facilitate ICON's affiliation of a new Affiliated Entity in its jurisdiction. Such steps shall include measures reasonably designed to ensure that all funds, in-kind donations, personal property, intellectual and other intangible property, and all other assets of any type which were acquired by the affected Affiliated Entity through its affiliation with ICON Alliance, are made available, within that jurisdiction, in accordance with ICON's directives for the organization and conduct of ICON Alliance.

(d) ICON's Enforcement Options. ICON shall have the right, either before or after a Termination of Affiliation, to obtain specific performance, by court order if necessary, of an affected Affiliated Entity's obligations under these General Rules and other Uniform Standards, or to seek comparable equitable or legal relief which may be available to ICON under applicable law. In addition, ICON shall have the right to enforce restrictions on the use of the name "ICON," the **ICON** Logo any other ICON Mark, or any copyrights or other intellectual property owned by ICON, by pursuing whatever remedies may be available to ICON under applicable law. ICON's decision not to suspend, revoke or deny affiliation of an Affiliated Entity or to impose other sanctions shall not preclude ICON from suspending, revoking or denying affiliation or imposing such sanctions at a later date. Further, ICON's decision under circumstances that would justify such action to not impose any specific sanctions shall not constitute a waiver by ICON of any right ICON may have to pursue or prevent ICON from pursuing, at any time, other legal or equitable remedies available to ICON under applicable law.

Section 6.20 Sanctions Available to ICON.

(a) ICON's Power to Devise and Impose Sanctions. ICON shall have broad discretion, limited only by these General Rules and applicable law, to determine the nature and duration of sanctions ICON may elect to impose on an Affiliated Entity pursuant to this Article 6 if ICON determines that Grounds for Sanction exist. ICON shall be entitled to consider, in addition to any other factors which it deems relevant, the following: (1) the severity and duration of the Program's acts or omissions; (2) the degree of cooperation (or lack of cooperation) provided by the Affiliated Entity; (3) the extent to which the Grounds for Sanction have created risks for the health or well-being of patients or jeopardized the legitimate interests of other Affiliated Entities; (4) the extent to which the Grounds for Sanction are in part the product of circumstances which are or may be beyond the reasonable control of the Affiliated Entity; (5) the progress, if any, being made by the Affiliated Entity in its good-faith efforts to remedy the cited violations, and the likely effect of the proposed sanction on the operations of the Affiliated Entity; (6) the need for a strong response to deter the Affiliated Entity from future violations; and (7) the need for a strong response in order to deter other Affiliated Entities from similar future violations.

(b) Types of Sanctions Available to ICON. ICON may in its sole discretion impose, but is not limited to, any or all of the following sanctions for an Affiliated Entity as to which ICON determines that Grounds for Sanction exist (**not** in a particular order of severity or priority):

- (1) Place an Affiliated Entity on probation for a specified period of time and require the Affiliated Entity to correct during that probationary period the violations cited in ICON's Notice of Intent to Impose Sanction or be subject to further sanction(s);
- (2) Suspend the Affiliated Entity's eligibility to receive grants from ICON for defined periods of time, or until the Grounds for Sanction are corrected or eliminated;
- (3) Reduce or eliminate any funds the Affiliated Entity would receive from ICON, until such time as the affected Affiliated Entity corrects or eliminates the Grounds for Sanction;
- (4) Conduct, at the expense of the affected Affiliated Entity, a comprehensive independent financial audit of the Affiliated Entity's operations;

- (5) Assemble and deploy an “**Emergency Review Panel,**” to conduct a comprehensive on-site evaluation of the Affiliated Entity’s operations, and to report regularly to ICON concerning those operations until the Grounds for Sanction are corrected or eliminated;
- (6) Require the Executive/National Director of the affected Affiliated Entity and/or other staff of the Affiliated Entity to attend specific training programs conducted by other Affiliated Entities which ICON determines to be relevant and useful for avoiding future violations by the affected Affiliated Entity; and/or
- (7) Deny or revoke the affiliation of the affected Affiliated Entity in accordance with this Article 6.

Section 6.21 Registration of Sub-Entities.

(a) Responsibilities of Affiliated Entities. Affiliated Entities must maintain proper and ongoing supervision and control over the operations of Sub-Entities. All registered Sub-Entities shall be structured, managed and operated in accordance with these General Rules and the other Uniform Standards. An Affiliated Entity’s failure to ensure its respective Sub-Entity(s) compliance with the General Rules and the other Uniform Standards may constitute Grounds for Sanction or Revocation, Denial or Termination of Affiliation of the Affiliated Entity by ICON.

(b) Registration Standards and Procedures. Unless otherwise approved by ICON in writing in a specific instance, all Sub-Entities shall be registered and re-registered in accordance with the same standards and procedures. As provided in Section 6.07, however, a Sub-Entity’s registration period cannot extend beyond the expiration of the Affiliated Entity’s Affiliation Period. Affiliated Entities that have or plan to have Sub-Entities shall translate and adapt standardized registration applications and licenses for the use of their Sub-Entities which conform substantially to ICON’s standard Registration Application and Registration License.

(c) Review of Sub-Entity Registration.

1) Chapters. Each Affiliated Entity that has registered one or more Chapters in its jurisdiction shall establish an effective system for conducting annual reviews of all aspects of the Chapter’s operations, including its organization, governance, programs, progress in recruitment of Volunteers, fundraising activities, accountability, public relations and public education efforts, adherence to the Uniform Standards, and other criteria not inconsistent with the Uniform Standards which the registering Affiliated Entity considers essential for the proper operation of its Chapter(s).

2) Member Organizations. Each Affiliated Entity that has registered one or more Member Organizations in its jurisdiction to receive ICONs in Medicine Program services shall establish an effective system for conducting annual outreach including newsletters, annual reports, and online surveys in order to establish the needs of Member Organizations and the efficacy of ICON Alliance outreach efforts.

(d) Revocation, Denial or Suspension of Revocation. Affiliated Entities are responsible in the first instance for taking steps to revoke, deny or suspend the registration of any of its Sub-Entities whenever there are Grounds for Revocation as provided in Section 6.15. Every Affiliated Entity shall exercise this oversight and control in a diligent and effective manner, as a condition of maintaining its own affiliation. If, however, ICON determines that there are Grounds for Revocation with respect to a particular Sub-Entity, ICON shall have the right to suspend or revoke the registration of that Sub-Entity in accordance with these General Rules, whether or not it’s registering Affiliated Entity has or is willing to take such action. In any case, all actions and procedures for suspending, revoking or denying the registration of a Sub-Entity, whether taken by ICON or by the Affiliated Entity which originally registered the Sub-Entity, shall conform to the requirements of this Article 6.

Section 6.22 Waivers of Non-Compliance with General Rules.

ICON may, upon receipt of a written request from an Affiliated Entity, grant that Affiliated Entity a written waiver for its non-compliance with one or more specific provisions of these General Rules or with one or more specific Affiliation Standards (a “**Compliance Waiver**”) if ICON determines, in its sole discretion, that a Compliance Waiver is appropriate because: (a) the Affiliated Entity cannot comply with the cited General Rules provision or particular Affiliation Standard without violating specific national laws which apply to that Affiliated Entity’s operations; (b) compliance with the cited General Rules provision or particular Affiliation Standard would cause significant

hardship for the Affiliated Entity; and/or (c) the Affiliated Entity, although unable to comply for justifiable reasons with the literal requirements of the cited General Rules provision or Affiliation Standard, is nevertheless in compliance with the intent of the relevant provision, or is able and willing to achieve that compliance in an alternative manner acceptable to ICON. Any Compliance Waiver issued by ICON shall be in writing and valid only for a stated period of time to be determined by ICON. The process described in this Section 6.22 for obtaining Compliance Waivers is not intended as a means for avoiding the imposition of sanctions under this Article 6, or as a means for seeking exceptions from provisions of the General Rules or other Uniform Standards with which an Affiliated Entity may disagree. Rather, the Compliance Waiver process shall be used by ICON solely as a vehicle for granting narrow exceptions to Affiliated Entities in rare and isolated cases when the strict application or enforcement of these General Rules or the Affiliation Standard would unduly burden an Affiliated Entity or produce other results unintended by ICON, or require an Affiliated Entity to choose between complying with the Uniform Standards or complying with applicable national or local law.

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Section 7.01 Founding Objectives of iCons in Medicine Program Activities.

The ICONs in Medicine Program activities includes four key subcomponents: Tele-consultations using iConsult software, Medical Missions, Conferences and ICON Online Resource Center as well as other activities such as related training and fundraising as established and administered for ICON Alliance with a view toward achieving the following objectives:

- (1) Promoting ICON Alliance as a voluntary consultant-centered Alliance, in which Members can serve as Volunteers or request tele-consultations as Requestors are at the center of each of the core activities of the iCons in Medicine Program as described above and in which Volunteers and Requestors are provided meaningful opportunities to participate in additional activities that address health disparities and support ICON Alliance programming;
- (2) Helping to develop the social, professional, and intellectual awareness and capabilities of each Member;
- (3) Promoting the spirit of healing and a love of participation in medicine for its own sake, by stressing and celebrating the importance of, and the personal achievement associated with, each Volunteer's participation and personal effort in ICON Alliance;
- (4) Encouraging all Volunteers to address health disparities and provide assistance to Member Organizations while building national and international bridges in medicine, by providing opportunities to do so and the necessary structure, support and appreciation;
- (5) Increasing public awareness of the impact of health disparities and the needs of Member Organizations, and public support for ICON Alliance, by encouraging participation in ICON Alliance by physicians, allied health professionals, health care providers, civic organizations, corporations, and other civic, governmental, social or medically-oriented constituencies within the community at large; and
- (6) Promoting and reflecting the values, standards and traditions embodied in ancient and modern traditions of healing in all ICON Alliance activities, while broadening and enriching these traditions to incorporate appropriate telecommunications and information technologies so as to enhance the dignity, self-esteem and health of patients.

Section 7.02 Prohibition on Charging Fees.

No Affiliated Entity, Chapter or Member Organization may require patients or their families to pay or promise to pay any type of fee, or charge of any type, as a condition for receiving services from ICON Alliance (collectively, "**Prohibited Fees**"). The preceding sentence does not prohibit an Affiliated Entity from charging registration fees to its Sub-Entities to help defray the cost of administering those Sub-Entities in accordance with these General Rules, so long as the amount of any such registration fee is reasonable and is approved by ICON, and so long as the Sub-Entity required to pay that fee does not charge or accept any Prohibited Fees from patients or their families.

Section 7.03 iCons in Medicine Program Activities: Tele-consultations, Medical Missions, Conferences and the iCon On-line Resource Center.

(a) Authority. The ICONs in Medicine Program's Tele-consultations, Medical Missions and Conferences may be conducted only by or under the auspices and direct supervision of ICON or an Affiliated Entity. No Affiliated Entity may permit or engage any third party to conduct or organize any Tele-consultations, Medical Missions or Conferences, for or on behalf of that Affiliated Entity.

(b) Standards. All ICONs in Medicine Program Tele-consultations, Medical Missions and Conferences activities and events shall be conducted in accordance with these General Rules, the ICON Medical Handbook, and the other Uniform Standards. Each Affiliated Entity shall offer Tele-consultations, Medical Missions and Conferences which meet the highest possible standards. Each of these ICONs in Medicine Program activities must be held in a manner which protects the health and safety of its participating Members as well as the recipients of services.

(c) Range of Programming Offered. Each Affiliated Entity shall endeavor to offer a variety of activities pertaining to the ICONs in Medicine Program, including one or more Conferences. The scope of the programs offered by each Affiliated Entity shall be consistent with the ICON Medical

Handbook and should foster participation by all eligible Volunteers and Requestors and should address identified health disparities. These programs should include, to the extent possible, the traditional components of the ICONs in Medicine Program, e.g., Tele-consultations, Medical Missions, and Conferences (which are described throughout this Section).

(d) Public Education and Promotion. Each Affiliated Entity and COC shall use its best efforts to generate coverage by local news media, in order to increase public awareness of health disparities and support for ICON Alliance.

(e) Medical and Safety Requirements - Generally. Affiliated Entities and COCs shall take all reasonable steps to protect the health and safety of its Members and staff in all activities pertaining to the ICONs in Medicine Program. Affiliated Entities and COCs shall also adhere to the medical and safety requirements set forth in the ICON Medical Handbook in all activities pertaining to the ICONs in Medicine Program. In addition, Affiliated Entities and COCs must comply with the following minimum standards (in addition to the tele-consultation-specific requirements of the ICON Medical Handbook), unless ICON grants written authorization to a particular Affiliated Entity or COC to depart from one or more of these requirements in a specific instance.

Section 7.04 Requirements Concerning Registering as a Chapter.

(a) Minimum Requirements for Chapters. Each group of health care professionals volunteering to provide tele-consultations within ICON Alliance must be registered as a Chapter by the appropriate Affiliated Entity within its jurisdiction. This registration shall be completed through the online registration process of the ICONs in Medicine Program. No health care professional can be enrolled to receive tele-consultants or other services until the Chapter is registered and subsequently approves of the enrollment of those health care professionals.

(b) Minimum Requirements for Enrolling as a Volunteer. In order to volunteer services for Tele-consultations or Medical missions within ICON Alliance, Volunteers must first enroll through a general Member and then enroll in a Chapter which has been registered with an Affiliated Entity. Health care professionals are eligible to enroll with a Chapter under the following conditions:

(1) Volunteers must be trained, licensed health care professionals.

(2) Volunteers must commit to responding to three (3) requests for consultations each year in their area of specialty.

(3) Volunteers must agree to communicate directly online through the iConsult program to communicate with the Members seeking consultations.

(4) Volunteers agree to being approached to consider participation in Medical Missions.

(5) Volunteers agree to the use of their images and likeness for matters related to ICON Alliance.

(6) Volunteers must affirm that they are licensed as health care professionals in their jurisdiction and that they will not enter a physician/patient relationship per the following statement on the enrollment form (see Section 4.01(c)).

(c) Enrolling as a Volunteer through a Registered Chapter. ICON and Affiliated Entities shall create an online enrollment process for new Volunteers as outlined in the ICON Medical Handbook.

(d) Enrollment Ceremonies. ICON, Affiliated Entities and Chapters may hold enrollment ceremonies either in person or online.

(e) De-Registration of Chapters. ICON and Affiliated Entities may de-register Chapters for violating rules established in the ICON Medical Handbook. All de-enrolled Chapters should be de-enrolled by their Affiliated Entity through the online process in the manner outlined in the ICON Medical Handbook. Volunteers are automatically de-enrolled if their Chapter is de-registered.

(f) De-Enrollment of Volunteers. ICON, Affiliated Entities and Chapter Medical Directors may de-enroll Volunteers for violating rules established in the ICON Medical Handbook. All de-enrolled Volunteers should be de-enrolled by their Chapter through the online process in the manner outlined in the ICON Medical Handbook. However, they can apply for re-enrollment through another Chapter if eligible.

Section 7.05 Requirements Concerning Registration as a Member Organization.

(a) Minimum Requirements for Member Organizations. Each organization seeking services from ICON Alliance must be registered by the appropriate Affiliated Entity within its jurisdiction to

become a Member Organization. This registration shall be completed through the online registration process of the ICONs in Medicine Program. No health care professional can be enrolled to receive Tele-consultants or other services until the Member Organization is registered and subsequently approves of the enrollment of that health care professional.

(b) Minimum Requirements for Enrolling as a General Member. Once registered, each Member Organization that seeks ICONs in Medicine Program services for its trained, licensed health care professionals shall require that each individual health care professional first enroll as a general Member through the ICONs in Medicine Program's online registration process prior to participation in the Tele-consultations.

(c) Enrolling as a Requestor through a Registered Member Organization.

Once enrolled as a general Member, an individual may enroll as a Requestor of Tele-consultation services through his/her Member Organization. Once approved, this will allow access to the list of Volunteers available through ICON Alliance. The required procedure for completing that enrollment through the ICONs in Medicine Program's online process is as follows:

(1) Health care professionals may enroll online on the same day they request a consult (but before they request a consult), by providing ICON or the appropriate the Affiliated Entity with their full name, Member Organization ID, complete address, and telephone number.

(2) Members agree to the use of their images and likeness for matters related to ICON Alliance.

(3) All Requestors seeking tele-consultation support through the iCons in Medicine Program shall be required to review and agree to, before the start of their participation, a disclaimer concerning their general role and responsibilities as well as the role of ICON Alliance Volunteer (see Section 4.01(e)).

(d) De-Registration of Member Organizations. ICON and Affiliated Entities' Medical Directors may de-register Member Organizations for violating rules established in the ICON medical handbook. All de-registered Member Organizations should be de-registered by the registering body online in the manner outlined in the ICON Medical Handbook. Members are automatically de-enrolled if their Member Organization is de-registered. However, they can apply for re-enrollment through another Member Organization if eligible.

(e) De-enrollment of Requestors. ICON, Affiliated Entities, and Member Organizations may de-enroll Requestors for violating rules established in the ICON medical handbook. All de-enrolled Requestors should be de-enrolled by the enrolling body online in the manner outlined in the ICON Medical Handbook. Requestors are automatically de-enrolled if their Member Organization is de-registered. However, they can apply for re-enrollment through another Member Organization if eligible.

Section 7.06 Classification of iCons in Medicine Tele-consultations.

The Medical Specialties in which ICON Alliance Volunteers are given the opportunity to consult in are divided into two general classes, consisting of the Recognized Specialties and the Offered Specialties as defined below. In general, when a requisite number of Volunteers, as determined by ICON, has signed up to participate as consultants in a Recognized Specialty, ICON will make it available as an Offered Specialty to Member Organizations. ICON has the ultimate authority to determine how and when to classify medical, or health specialty areas, as either Recognized Specialties or Offered Specialties.

(a) Recognized Specialties. Recognized specialties are medical or health related specialties which ICON has recognized as being part of the iCons in Medicine Program's Tele-consultations. ICON's classifications of recognized Medical Specialties are binding on all Affiliated Entities and Sub-Entities. Recognized Specialties include:

(1) "**Medical Specialties,**" which are presently classified by ICON as consisting of:

- Allergy and Immunology
- Anesthesiology
- Colon & Rectal Surgery
- Dermatology
- Emergency Medicine
- Family Medicine

- Internal Medicine
- Medical Genetics
- Neurological Surgery
- Nuclear Medicine
- Obstetrics and Gynecology
- Ophthalmology
- Orthopedic Surgery
- Otolaryngology
- Pathology
- Pediatrics
- Physical Medicine and Rehabilitation
- Plastic Surgery
- Preventive Medicine
- Psychiatry & Neurology
- Radiology
- Surgery
- Thoracic Surgery
- Urology

(b) Changes in Classification of Specialties. ICON may change or add to the specialties classified as Recognized Specialties under Section 6.06(a), using the procedures set forth in the ICON Medical Handbook for classifying Recognized Specialties.

(c) Offered Specialties. “Offered Specialties” are Recognized Specialties in which a requisite number (as determined by ICON) of Volunteers have offered to voluntarily provide tele-consultations so that tele-consults in that specialty area may be offered to Member Organizations as a service of ICON Alliance. ICON may classify various Specialties as “Offered Specialties” based on criteria and procedures set forth in the ICON Medical Handbook.

(d) Prohibited Cases. “Prohibited Cases” means those types of cases which ICON has determined, in consultation with the Medical Advisory Committee, do not meet ICON’s minimum standards or which would otherwise expose ICON Alliance Volunteers to unreasonable liability. No Volunteer may offer any tele-consultations on cases which are of a nature that ICON has classified as a Prohibited. ICON has presently classified no cases as Prohibited. However, ICON may change or add to these classifications of Prohibited Cases at any point in time using the procedures specified in the ICON Medical Handbook.

Section 7.07 General Rules for the iCons in Medicine Program.

(a) Rules Set by ICON. ICON has the ultimate authority to determine what rules will govern the conduct of the iCons in Medicine Program cores, i.e., Tele-consultations, Medical Missions and Conferences in a particular Recognized Specialty. All such rules shall be published in the ICON Medical Handbook and disseminated to all Affiliated Entities.

(b) Tele-consultations and Medical Missions to be offered by Affiliated Entities to Member Organizations. Affiliated Entities shall identify and register organizations in their jurisdiction that are eligible to become Member Organizations in order for them to receive Tele-consultations and Medical Mission assistance from ICON Alliance. ICON may also identify and register organizations, in and across any and all jurisdictions, which meet the criteria for Member Organizations as set forth in these general rules, to receive assistance through ICON Alliance.

(c) Medical Missions and Other Events. ICON shall approve the Recognized Specialties to be featured during any Medical Missions held on a multi-jurisdictional, regional or international level. Medical Missions shall be conducted in accordance with the ICON Medical Handbook.

(d) Integration with Other Telemedicine and Medical Programs. Affiliated Entities should liaise with other telemedicine programs and encourage professionals in those programs to become ICON Alliance Members and to share their activities with other professionals through ICON Alliance. In addition, Affiliated Entities should work with other medical organizations to organize events at which ICON Alliance Members may share their activities and the activities of ICON Alliance with their colleagues.

Section 7.08 General Requirements Concerning Medical Missions.

Although largely a matter of emphasis, Medical Missions may be broadly divided into two categories: trainings and interventions. Training programs are predominantly designed to transfer skills and build local capacity while interventions place a greater emphasis on the one-time delivery of particular health services. Generally, intervention missions should focus on services that provide a definitive outcome, for example surgery or immunizations programs. Training missions, that often take place within the context of health care delivery, are usually more appropriate for addressing chronic or ongoing health concerns, like those surrounding disability or primary health care provision. Both training and intervention missions are best accomplished in the context of an ongoing relationship in which the mission is facilitated by telemedicine, tele-consultations or Internet based information exchange. Requirements for ICON Alliance Medical Missions are specified in the ICON Medical Handbook.

Section 7.09 Requirements Concerning Conferences.

All Conferences held or sponsored by ICON, an Affiliated Entity or a COC shall satisfy the following general requirements, except to the extent that an Affiliated Entity may be permitted to vary from one or more of these requirements by virtue of a waiver from ICON:

- (a) Conference Focus.** The focus for Conferences should be on the use of Appropriate Information Technology to address Health Disparities and build bridges in Medicine.
- (b) Opportunities to Participate.** Conferences and Medical Missions must offer opportunities for Members to present their experiences and needs.
- (c) Scope and Frequency of Affiliated Entity Conferences.** Each Affiliated Entity shall hold Conferences periodically and as frequently as practical, and with the greatest respect to the scope of the Conference opportunities offered as practical.

Section 7.10 Conduct of ICON-Lead World Conferences.

ICON shall determine all matters concerning the organization and conduct of World Conferences. Unless otherwise determined by ICON, the following general policies shall govern the conduct of World Conferences:

- (a) Frequency.** World Conferences shall be held every two years.
- (b) Location.** ICON shall determine the location of each World Conference, and shall select the site for each World Conference.
- (c) Governing Rules.** All World Conferences shall be conducted only with ICON's authorization, and in accordance with the ICON Medical Handbook, the World/Regional Conference Charter, and the other Uniform Standards.

Section 7.11 Conduct of ICON-Sanctioned Conferences.

ICON shall determine all matters concerning the organization and conduct of Regional Conferences, Multi-National Conferences and U.S. Multi-State Conferences (which are referred to, individually and collectively, using the generic term "**Conferences**" in this Section 7.11). Unless otherwise determined by ICON, the following general policies shall govern the conduct of such Conferences:

- (a) Frequency.** Such Conferences may be held in accordance with whatever schedule ICON determines is in the best interests of ICON Alliance.
- (b) Location.** ICON shall determine the location of such Conferences. ICON shall also select and contract with any COC which is to be authorized by ICON to organize, finance and conduct such Conferences, or with any Affiliated Entity which is to have the responsibility for hosting or taking primary responsibility in planning such Conferences. ICON shall select the site for such Conference in accordance with the procedures and criteria specified in the World/Regional Conference Charter.
- (c) Governing Rules.** All such Conferences shall be conducted only with ICON's authorization, and in accordance with the ICON Medical Handbook, the World/Regional Conference Charter, and the other Uniform Standards.

Section 7.12 Invitational Conferences

(a) Affiliated Entities' Authority to Conduct. Affiliated Entities may only conduct their State or National Conferences as Invitational Conference to which Affiliated Entities are invited to attend ("**Invitational Conferences**") with ICON's prior written authorization or in accordance with such written policies as ICON may adopt from time to time. If ICON authorizes a specific Affiliated Entity to hold its conference as Invitational Conferences, the requirements of this Section 7.12 shall apply to, unless otherwise indicated by ICON in its written directives to the Affiliated Entity regarding its authority to hold such Invitational Conferences.

(b) Sub-Entities' Authority. Sub-Entities are not eligible to host Invitational Conference unless otherwise approved by ICON in a specific instance. Invitations to attend Invitational Conferences shall not be distributed to, or accepted by, any Sub-Entity without ICON's prior written authorization.

(c) Purpose of Invitational Conferences. Affiliated Entities may be permitted to hold their conference periodically as an Invitational Conference in order to foster greater cooperation and exchange of information between Affiliated Entities within a particular Region, and in order to give new or developing Affiliated Entities the opportunity to learn and benefit from participation in the Conference of a more developed Affiliated Entity, particularly until that new Affiliated Entity reaches a point where it can conduct its own conferences. Notwithstanding the preceding sentence, the opportunity to participate in another Affiliated Entity's Invitational Conference is not, and may not be viewed as, a substitute for the obligation of the guest Affiliated Entity to conduct its own Conferences.

(d) Rules for Extending and Accepting Invitations.

ICON shall determine whether an Affiliated Entity is eligible to host or send or accept invitations to participate in Invitational Conferences. Unless otherwise authorized by ICON:

(1) Host Affiliated Entity. An Affiliated Entity may not host an Invitational Conference in any year in which a Regional or World Conference is scheduled to take place in any location falling within that Affiliated Entity's Region. Invitations may be issued by the hosting Affiliated Entity to no more than five (5) other Affiliated Entities unless ICON approves the issuance of invitations to additional Affiliated Entities. Invitations shall be extended only to the Executive/National Directors of other invited Affiliated Entities, and only to Affiliated Entities which are located in the same Region as the hosting Affiliated Entity.

(2) Guest Affiliated Entities. Affiliated Entities may accept only one invitation each year to participate in an Invitational Conference held by another Affiliated Entity (as determined by the date(s) of the Invitational Conference in question) unless otherwise approved by ICON. If ICON authorizes an Affiliated Entity to attend more than one Invitational Conference in a given one-year period, that Affiliated Entity shall take different participants to each Invitational Conferences, in order to maximize the number of its participants benefiting from attendance at Invitational Conferences.

(3) Special Invitations to Non-Affiliated Organizations. Affiliated Entities may not extend invitations to participate to any Sub-Entities, or to any club, organization or entity which has not been registered with ICON Alliance without ICON's prior written approval. In certain cases, ICON may authorize an organization in a nation which has no Affiliated Entity to participate in an Affiliated Entity's Invitational Conference, as a means of working toward establishing an Affiliated Entity. In any case in which ICON authorizes such participation, ICON will so notify the hosting Affiliated Entity in writing, and outline for the attending organization all terms and conditions for that organization's participation in the hosting Affiliated Entity's Invitational Conference.

(e) Cost of Invitational Conferences. The hosting Affiliated Entity shall be solely responsible for all costs associated with the conduct of Invitational Conferences. No such costs shall be imposed on any guest Affiliated Entity without ICON's approval or without the prior written consent of the guest Affiliated Entity. However, each guest Affiliated Entity shall be solely responsible for all travel costs for its delegation to and from the site of the Invitational Conferences. Affiliated Entities that desire to attend an Invitational Conference are strongly encouraged to pay for the costs associated with that participation using funds raised specifically for that purpose, rather than funds which are otherwise needed to support that Affiliated Entity's annual operating budget.

(f) Procedures for Obtaining ICON Approval. Host and guest Affiliated Entities shall comply with the following procedures in seeking authorization from ICON to host or attend Invitational

Conferences:

(1) *Host Affiliated Entities.* An Affiliated Entity desiring to host an Invitational Conference shall submit a written request to the ICON Regional Office for authorization to conduct its conference as an Invitational Conference, setting forth the date and location of that conference, the number and identity of the other Affiliated Entities to be invited and the number of guest Affiliated Entities projected to attend. All such information shall be submitted to ICON using a standardized form approved by ICON (the “**Invitational Conference Authorization Form**”). The Invitational Conference Authorization Form shall be submitted to ICON at least six (6) months before the scheduled start of the Invitational Conference. The applying Affiliated Entity shall specifically indicate on its Invitational Conference Authorization Form whether it seeks authorization from ICON for a departure from any of the requirements for an Invitational Conference set forth in this Section 6.12, and if so, the Affiliated Entity’s basis for seeking that departure. ICON shall act promptly on each such request and shall notify the applying Affiliated Entity in writing of ICON’s decision.

(2) *Guest Affiliated Entities.* All Affiliated Entities which have received and which desire to accept invitations to attend an Invitational Conference shall request ICON’s authorization to do so by completing the Invitational Conference Authorization Form and submitting it to ICON no later than three months before the scheduled start of the Invitational Conference. ICON shall act promptly on each such request and shall notify each prospective guest Affiliated Entity in writing of ICON’s decision.

Section 7.13 Invitational Medical Missions. The provisions of Section 7.12 shall apply as well to proposed “**Invitational Medical Missions,**” in which participants from other Affiliated Entities within a particular Region are invited to participate in the hosting Affiliated Entity’s Medical Mission(s).

ARTICLE 8

Fundraising and Development

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Section 8.01 Division of Fundraising Responsibilities within ICON Alliance.

Each Affiliated Entity is solely responsible for raising the funds needed to pay for its own program and administrative operations. ICON is responsible for raising the funds needed for ICON's programs and administrative operations, as well as the worldwide expansion of ICON Alliance. ICON has the exclusive authority within ICON Alliance to conduct, or to approve arrangements for, a broad range of fundraising activities, including (but not necessarily limited to), those which are conducted on a worldwide, regional, or continental basis, or on a multi-Program basis, as provided in Section 8.02. Subject to ICON's exclusive authority as provided in these General Rules, Affiliated Entities have the authority to engage in or authorize certain types of fundraising activities conducted entirely within their respective geographic jurisdictions, as set forth in this Article 8.

Section 8.02 ICON's Exclusive Authority.

ICON has the exclusive right and authority to conduct (or to authorize third parties to conduct) any or all of the following activities for the purpose of raising funds for the benefit of ICON and/or ICON Alliance:

(a) Worldwide and World Conference Sponsors. To enter into all agreements and arrangements for

support from corporate and other organizational sponsors (collectively, "**Corporate Sponsorships**") for ICON Alliance and for all World Conferences; ICON may authorize a COC to arrange for certain Corporate Sponsorships for World Conferences, on terms to be set forth in ICON's written contract with that COC concerning those World Conferences.

(b) Licensing Use of "ICON" Name. To enter into all agreements which contemplate or require that a corporate sponsor or any other third party be granted authorization to make any use of the name "ICON" either in marketing its own products or services (such as through a cause-related marketing promotion in which the public is informed that its purchase of a particular item will raise funds for ICON Alliance), in sponsoring a particular event, or in acknowledging its own support for ICON Alliance (such as where a sponsor publicizes that it is a supporter of "ICON").

(c) Multi-Jurisdictional Activities. To arrange for (or to approve in advance all agreements made by Affiliated Entities concerning) all fundraising activities, including but not limited to, Corporate Sponsorships, cause-related marketing promotions and/or fundraising or promotional events which will be conducted either: (i) on a worldwide basis; (ii) on a multinational basis through activities conducted in the jurisdictions of two or more National Programs; (iii) on a multi-state basis within the United States, through activities conducted in the jurisdictions of two or

more U.S. Programs; or (iv) via the Internet or worldwide web.

(d) Regional Sponsors and Regional Conference Sponsors. To approve all Corporate Sponsorships for Regional Conference and Regional U.S. Conferences, Corporate Sponsorships of a particular Region or continent within a Region, and/or Corporate Sponsorships of two or more National Organizations, or of two or more U.S. Programs, whether or not those Corporate Sponsorship arrangements involve the sponsorship or support of Conferences; in the case of Regional Conferences, Multi-National Conference or U.S. Multi-State Conferences, ICON may authorize a COC, a hosting National Organization or a hosting U.S. Program (if applicable) to arrange for certain Corporate Sponsorships for such Conferences, on terms to be set forth in ICON's written contract with that COC or that hosting Affiliated Entity concerning those Conferences.

(e) Endowment Fundraising. To conduct (or to authorize third parties to conduct) all fundraising activities which are dedicated to or directed at the development of an endowment fund for the benefit of ICON Alliance.

(f) Foundation Grants. To approach and seek grants or other forms of funding from foundations, wherever located, which offer grants or other types of financial support to nonprofit organizations, except that Affiliated Entities may also seek such funding in accordance with Section 8.03(e).

(g) Planned and Deferred Gifts. To develop uniform written guidelines for soliciting and administering planned or deferred gifts or bequests from members of the general public (the "**ICON Planned Giving Guidelines**") and to authorize the creation of any separate or discrete funds or trusts which seek to pool donations resulting from multi-state or multi-jurisdictional solicitations for ultimate redistribution among two or more Affiliated Entities, such as pooled income funds ("**Commingled Fund(s)**"); once ICON develops and issues the ICON Planned Giving Guidelines, any Affiliated Entity may solicit planned and deferred gifts and bequests within its jurisdiction, so long as such solicitations comply with the minimum requirements of the ICON Planned Giving Guidelines; in addition, ICON shall develop the ICON Planned Giving Guidelines, including guidelines concerning the permitted creation or use of Commingled Funds by Affiliated Entity, in collaboration with a Planned Giving Task Force to be appointed by ICON; the Planned Giving Task Force shall include representatives of Affiliated Entities with experience or interest in the solicitation of planned or deferred gifts or bequests.

(h) U.S. National and International Direct Marketing Activities; Centralized Direct Mail Program. To conduct, or to authorize third parties to conduct, all direct marketing fundraising projects for the benefit of ICON or ICON Alliance, including direct mail and telemarketing solicitations, on an international or regional basis, or nationally or on a multi-Program basis within the United States. Within the United States, ICON may conduct a national, centralized direct mail program (the "**CDMP**") for the joint benefit of ICON and participating U.S. Programs, which may voluntarily elect to participate in the CDMP in lieu of conducting their own direct mail solicitations. ICON may also develop similar direct mail or other direct marketing programs on a national, Regional or global level, for voluntary participation by Affiliated Entities on terms to be set forth in agreements between ICON and each participating Entity.

(i) Internet, Online and Similar Methods of Fundraising. To make all arrangements concerning any fundraising activities which are to be undertaken for the benefit of ICON, or any Affiliated Entity or COC using the Internet, the World Wide Web, or any other form of international or interstate computer-based or telecommunications technology other than mere telephone solicitation, whether presently known or developed in the future, which involves the solicitation or receipt of contributions through computer-based marketing of goods or services, electronic mail messages to or from donors, online communications to a central area (such as an online service or the "home page" of an Affiliated Entity or third-party fund-raiser) (collectively, "**Electronic Fundraising**"). In order to promote uniform standards for all Electronic Fundraising conducted in the name or for the benefit of ICON Alliance, ICON shall provide written guidelines for all Affiliated Entities concerning the circumstances under which any Affiliated Entity may engage in Electronic Fundraising, in collaboration with an Internet Fundraising Task Force to be appointed by ICON. No Affiliated Entity shall engage in any Electronic Fundraising, or take any steps to develop its own "home page" or Internet address on or through the World Wide Web related to ICON Alliance, without ICON's prior written consent, unless those activities are authorized by, and are conducted in accordance with, ICON's written guidelines, and any Affiliated Entity that already

has a home page or Internet address on the date this subsection takes effect shall comply with such guidelines as soon as practical after they are promulgated.

(j) Fundraising with Medical Associations or Corporations. To conduct or authorize any fundraising activities or promotional events which are sponsored by, or held with the support or participation of, medical or information technology associations, intergovernmental organizations or corporations such as the WMA, WHO, Pfizer, Merck, Google, Microsoft, etc. whenever such organizations or associations have operations or host events in more than one Affiliated Entity's jurisdiction, regardless of whether the proposed fundraising events or activities will be limited to a particular location or conducted on a multi-Program, regional or international basis. (As provided in Section 8.03, an individual Affiliated Entity is not prohibited by this subsection from soliciting or accepting sponsorship support or other types of financial support from any corporations, organizations or from associations which are based entirely in its jurisdiction.)

(k) Other ICON Fundraising. In addition to ICON's exclusive authority under this Section 8.02, ICON also has the authority to conduct or authorize all other fundraising activities not specifically enumerated in this Section 8.02, including but not limited to cause-related marketing promotion projects, Corporate Sponsorship arrangements, special events, and workplace and payroll-deduction giving, except that ICON's authority in these areas is nonexclusive to the extent that Affiliated Entities have the express authority under Section 8.03 to conduct certain types of fundraising within their respective geographic jurisdictions.

Section 8.03 Authority of Affiliated Entities.

Each Affiliated Entity is authorized to engage in the types of fundraising activities described in this Section 8.03, but only if and to the extent that: (i) all programs, events, activities, and promotions associated with such fundraising activities are conducted entirely within the Affiliated Entity's jurisdiction; (ii) no agreements made by the Affiliated Entity with third parties concerning such activities shall extend beyond the scheduled expiration of that Affiliated Entity's Affiliation Period, except as further provided in Section 8.04(k); (iii) the activities are conducted only in the name of, or for the express support of, the Affiliated Entity, and not under the name "ICON" or "ICON Alliance"; and (iv) the activities described are conducted in accordance with the other requirements of these General Rules, including the Sponsorship Recognition Requirements in Section 8.06. Each Affiliated Entity may:

(a) Corporate Sponsorships. Arrange for Corporate Sponsorships with corporations or other organizations which have offices or operations in that Affiliated Entity's jurisdiction.

(b) Cause-Related Marketing Promotion. Authorize promotions through which contributions are made to the Affiliated Entity in connection with the marketing and sale of products or services to the general public in that Affiliated Entity's jurisdiction.

(c) Special Events. Authorize the conduct of fundraising events in that Affiliated Entity's jurisdiction in accordance with these General Rules and the other Uniform Standards, for the purpose of raising contributions to the Affiliated Entity from the public, such as through the sale of tickets for admission to the event, the sale of food or refreshments during the event, or any other methods permitted by applicable law and the Uniform Standards.

(d) Direct Marketing Activities. Conduct, or authorize reputable and experienced third-party fund-raisers to conduct, mass direct mail solicitations and/or mass telephone solicitations of businesses or of the general public within that Affiliated Entity's jurisdiction (unless, in the United States, that Affiliated Entity has elected to participate exclusively in the CDMP by written agreement with ICON, or if applicable, an Affiliated Entity has a written contract with ICON through which that Affiliated Entity has agreed to participate exclusively in a national, regional or international direct mail program conducted by ICON).

(e) Support from Foundations. Approach and seek grants or other forms of funding from foundations headquartered in the Affiliated Entity's jurisdiction.

(f) Workplace and Payroll Deduction Giving. Participate in any workplace giving or payroll deduction programs operated by private or public employers within the jurisdiction of the Affiliated Entity, if the Affiliated Entity is eligible to participate based on the geographic and other eligibility requirements established by the employer-operators of the particular program.

(g) Special Fundraising Accounts. Establish one or more restricted bank accounts for depositing contributions which were dedicated by the donor to creating and preserving long term

financial stability for the Affiliated Entity, so long as all funds in such accounts are recorded and handled by the Affiliated Entity as ICON Alliance assets, and are spent in accordance with the expressed wishes of the donor, the requirements of applicable law, and these General Rules.

(h) Licensing Use of the Affiliated Entity's Name. Raise funds by licensing appropriate third parties, consistent with the requirements of these General Rules and other Uniform Standards, to use the name of the Affiliated Entity in marketing a third party's products or services, or in acknowledging a third party's support for the Affiliated Entity.

(i) Proposals for ICON's Approval. Propose, for ICON's review and prior written approval, specific Regional or other multi-jurisdictional fundraising projects involving more than one Affiliated Entity. Any such proposals shall be in writing, and shall be submitted to ICON at least three (3) months before the proposed starting date for the project.

(j) Sub-Entity Fundraising. Permit its respective Sub-Entities to conduct fundraising activities within that Sub-Entity's jurisdiction on the same basis as that Affiliated Entity may conduct such activities throughout its jurisdiction under this Article 8, subject to the Affiliated Entity's obligation to exercise proper supervision and control over such Sub-Entities' activities, as required by Sections 6.21 and 8.04(j).

(k) Government Funding. Seek funding from governmental authorities within its jurisdiction, so long as acceptance of public funds does not jeopardize the Affiliated Entity's ability to meet its obligations under these General Rules or other Uniform Standards.

(l) Support from Hospitals or Medical Organizations. Solicit and accept financial or in-kind support from, or enter into sponsorships or other supportive affiliations with, any hospital located in that Affiliated Entity's jurisdiction or any health care organization or association that is based entirely in and conducts all of its events in the Affiliated Entity's jurisdiction. (For example, "ICON Canada" may accept such support from the Canadian Medical Association, but not from the World Medical Association.)

Section 8.04 Fundraising Responsibilities of Affiliated Entities.

(a) Compliance with Laws and Voluntary Standards. Every Affiliated Entity and COC shall comply with all laws and regulations which govern its fundraising activities, including laws regulating charitable solicitation and cause-related marketing promotion arrangements with commercial co-venturers and all requirements concerning the filing or registration of contracts with appropriate governmental authorities.

(b) Compliance with ICON's Contract Policies. All fundraising agreements between Affiliated Entities or COCs and any third parties shall be in writing, and must comply with the contracting standards set forth in Section 8.06.

(c) Cooperation with ICON's Fundraising Activities. Each Affiliated Entity shall use its best efforts to cooperate with ICON in connection with all fundraising events and activities which ICON conducts pursuant to ICON's authority in Section 8.02, even if those activities occur, either entirely or in part, within an Affiliated Entity's geographic jurisdiction. For example, Affiliated Entities shall cooperate with, and use their best efforts to assist ICON in, cause-related marketing promotions or special events authorized by ICON which are being conducted in their jurisdictions. ICON will keep all Affiliated Entities apprised of all ICON authorized fundraising activities being conducted in their respective jurisdictions in order to facilitate compliance by Affiliated Entities with the requirements of this Section 8.04(c).

(d) Licensing Use of ICON Marks. An Affiliated Entity may grant licenses or authority within its jurisdiction to its corporate sponsors, or to other third parties involved in fundraising projects for the benefit of that Affiliated Entity, to use the Affiliated Entity's full program name, including geographic designation, such as "ICON South Africa," or "ICON Maine," either standing alone or contiguous with the **ICON** Logo in the manner required by the Graphics Standards Guide. All such licenses shall comply with all requirements of these General Rules and the other Uniform Standards. No Affiliated Entity may grant any license or authority to any third party to use ICON's name, the **ICON** Logo when not used with the name of the Affiliated Entity, or any other ICON Mark.

(e) Compliance with Uniform Standards. All fundraising activities engaged in or authorized by an Affiliated Entity shall comply with all other requirements of these General Rules and the other Uniform Standards, including, without limitation, the policies set forth in Section 5.05 concerning,

the prohibited associations with alcoholic beverages and tobacco products. No Affiliated Entity shall engage in or permit any fundraising activities in its jurisdiction, even if that activity would otherwise be within the scope of the Affiliated Entity's authority under this Article 8, if that activity would be otherwise prohibited by any other provision of the Uniform Standards.

(f) Names of Program and Fundraising Events; Identification of Sponsors.

(1) *Identification of Sponsors.* Corporate sponsors or other organizations which support Affiliated Entities shall be recognized by Affiliated Entities only as "sponsors," "providers," or "supporters" of the Affiliated Entity, or other similar terminology. Affiliated Entities shall not permit such organizations to include the name "ICON," the name of the Affiliated Entity, or any other ICON Mark in their own names or in the names of their products or services.

(2) *Names of Conferences.* Affiliated Entities shall not permit any corporate sponsor or other organizational supporter of the Affiliated Entity to add its organizational or product names to the name of any ICON Alliance Conferences, Medical Mission, Tele-consultations or other activities.

(3) *Names of Fundraising Events.* Corporate sponsors or other organizational supporters of an Affiliated Entity which conduct their own promotional or fundraising events for the benefit of the Affiliated Entity may identify their own events using their organizational or product names, and indicate that the events are "for the benefit of" the Affiliated Entity, but shall be required to use the name of the Affiliated Entity only in accordance with the Uniform Standards, and with any more specific requirements which may be imposed by the affected Affiliated Entity. ICON shall have an ongoing right to approve the ways in which any ICON Mark is used by such organizations, or by Affiliated Entities, in announcing and publicizing their support of ICON Alliance.

(g) Compliance with Sponsorship Requirements. All Affiliated Entities shall comply with the sponsorship designations in Section 8.05.

(h) Participation in Direct Mail Programs. If an Affiliated Entity elects to participate in any direct mail solicitation program conducted by ICON as described in Section 8.04(h), the terms for that participation will be governed by a standardized written agreement between ICON and that Affiliated Entity.

(i) Contributions from Patients. Affiliated Entities may accept unsolicited contributions from patients who have benefited from ICON Alliance services. However, Affiliated Entities must avoid soliciting or accepting such contributions under circumstances which suggest that the contribution is required or expected by the Affiliated Entity in order to ensure or facilitate services from ICON Alliance.

(j) Fundraising Activities by Sub-Entities. All authorizations granted to a Sub-Entity to conduct fundraising activities within its jurisdiction shall be in writing, and shall comply with the other requirements of these General Rules and the other Uniform Standards. Each Affiliated Entity shall be required, as a condition of obtaining and maintaining its affiliation to exercise sufficient supervision and control over the fundraising conducted directly by its Sub-Entities, in order to ensure that its Sub-Entities comply with the requirements of these General Rules. Every Affiliated Entity shall be responsible to ICON for the manner in which all fundraising activities are conducted by its Sub-Entities.

(k) Limitation on Duration of Contract Terms. Except as provided in this subsection, an Affiliated Entity shall not enter into any oral or written agreement with any third party concerning any type of fundraising activity if the duration of that agreement would extend beyond the scheduled expiration date of the Affiliated Entity's then current Affiliation Period. For example, if an Affiliated Entity has been licensed through December 31, 2009, it may not enter into a corporate sponsorship that would have a term expiring on June 30, 209. Notwithstanding the foregoing, an Affiliated Entity may enter into a written agreement with a third party that extends beyond that Program's then-current Affiliation Period provided that such agreement includes an explicit provision that the agreement shall terminate without penalty or other cost to the Affiliated Entity: (i) effective upon the third party's receipt of written notice from the Affiliated Entity or ICON if the Affiliated Entity's affiliation expires, lapses, is revoked, denied, or suspended for any reason, or (ii) effective upon the third party's receipt of sixty (60) days prior written notice from the Affiliated Entity or ICON if ICON shall have entered a conflicting worldwide, regional, continental, or (in the case of the United States) multi-State sponsorship agreement.

(l) Prohibition on Formation of Separate Entities. No Affiliated Entity may establish or affiliate with any other corporation, partnership, foundation, trust, supporting organization, endowment

fund or endowment organization, or any other entity without ICON's prior written approval.

(m) Obtaining Prior ICON Approval of Specific Activities. Affiliated Entities must obtain ICON's prior written approval of all multi-jurisdictional fundraising activities as required by this Article 8, and of any other matter associated with a proposed fundraising project which otherwise requires ICON's approval under these General Rules or the other Uniform Standards.

(n) Tax Exemption Considerations. Every Affiliated Entity shall conduct all fundraising activities in a manner which complies with the requirements in its jurisdiction for maintaining its exemption from taxes.

Section 8.05 ICON's Designation of Exclusive and Non-Exclusive Sponsors.

(a) Definitions. For purposes of this Article 8, the terms listed below have the following meanings:

(1) **"Exclusive Sponsor"** means a sponsor of ICON, a sponsor of a COC, or a Multi-Jurisdictional Sponsor that ICON and/or a COC has agreed, consistent with the requirements of this Section 8.05, to recognize exclusively within a particular category of goods or services as a supporter of ICON, a COC, any Regional Conference or World Conference, or a worldwide, Regional, or Multi-Jurisdictional Sponsor of Affiliated Entities.

(2) **"Product Category"** means the particular category or categories of goods and/or services for which an Exclusive Sponsor designated by ICON or a COC has been granted exclusive recognition.

(3) **"Non-Exclusive Sponsor"** means a sponsor of ICON, a sponsor of a COC, or a worldwide, Regional, or Multi-Jurisdictional Sponsor to which ICON (or the relevant COC) has not made any exclusivity commitment in that sponsor's product or service category.

(4) **"Multi-Jurisdictional Sponsor"** means a potential or actual sponsor of two or more Affiliated Entities, and/or any potential or actual sponsor which offers or provides financial or in-kind support for the benefit of more than one Affiliated Entity, whether on a multi-State, multi-jurisdictional, continental, or Regional basis.

(5) **"Multiple Industry Sponsor"** means a sponsor which is involved in multiple and diverse lines of business, to the extent that it is not readily associated with or engaged in specific, identifiable, product or service categories.

(b) ICON's Authority and Obligations of Affiliated Entities. ICON has the sole authority to select and contract with Exclusive Sponsors (or to authorize a COC to select and contract with Exclusive Sponsors). ICON shall follow the procedures set forth in subsection (c) below in selecting and contracting with all Exclusive Sponsors. ICON also has the sole authority to select and contract with Multi-Jurisdictional Sponsors, and to designate those Multi-Jurisdictional Sponsors as either Exclusive Sponsors (subject to the procedural requirements of Section 8.05(c)) or as Non-Exclusive Sponsors. Once ICON has designated an Exclusive Sponsor, Affiliated Entities shall respect ICON's exclusivity commitments to that Exclusive Sponsor and otherwise recognize that Exclusive Sponsor's support of ICON Alliance, as provided in Section 7.06(a). Affiliated Entities shall also recognize the support provided by Non-Exclusive Sponsors designated by ICON, as provided in Section 8.06(c).

(c) Procedures for Designating Exclusive Sponsors. ICON shall comply with the following procedures when selecting and contracting with Exclusive Sponsors:

(1) *Notice to Affiliated Entities.* ICON shall identify all Exclusive Sponsors by written notice to all Affiliated Entities. ICON shall also provide Affiliated Entities with written notice of all Exclusive Sponsors designated by any COC in accordance with this Section 8.05. Exclusive Sponsors may be sponsors of ICON, sponsors of a COC, sponsors of World Conferences or Regional Conferences, Multi-Jurisdictional Sponsors, or Multiple Industry Sponsors. When designating Exclusive Sponsors, ICON (or, if applicable, a COC) shall notify Affiliated Entities of the Product Category for which that Exclusive Sponsor has been granted exclusive recognition (unless the sponsor in question is a Multiple Industry Sponsor, and therefore has no designated Product Category).

(2) *Standards for Selecting Exclusive Sponsors.* ICON has the sole discretion to determine the identity, number and Product Categories for all Exclusive Sponsors and the geographic scope of the exclusivity to be accorded to each Exclusive Sponsor. However, before granting worldwide exclusivity to any Exclusive Sponsor, ICON will solicit the views of Affiliated Entities and consult

with the IAC and the Regional Leadership Councils, in order to obtain and consider the views of Affiliated Entities concerning proposed exclusivity arrangements with specific sponsors ICON will also collaborate actively with the IAC and the Regional Leadership Councils to identify sponsorship arrangements with the greatest potential for benefiting ICON at as many levels as is possible. In general, and subject to ICON's final authority to determine whether and on what terms to designate Exclusive Sponsors, ICON will consider, before designating and granting worldwide exclusivity to any Exclusive Sponsor, the extent to which that sponsor is prepared to provide support for Affiliated Entities, whether regionally or worldwide, in addition to the support it offers to provide for ICON, a COC, or for World or Regional Conferences, and the extent to which an exclusivity arrangement with that sponsor would unduly restrict Affiliated Entities, by virtue of the requirements of Section 7.06(a), from making sponsorship arrangements with competitors in the affected Product Category which would provide significant financial or in-kind support for that Affiliated Entity.

Section 8.06 Sponsor Recognition Requirements.

Affiliated Entities shall recognize the support of Exclusive Sponsors (and honor their exclusivity arrangements with ICON or a COC), and recognize the support of Non-Exclusive Sponsors as provided in this Section 8.06 (collectively, the “**Sponsor Recognition Requirements**”):

(a) Recognition of Exclusive Sponsors.

(1) Affiliated Entities shall recognize all Exclusive Sponsors designated by ICON or a COC, by: (i) providing such Exclusive Sponsors with the public recognition required by Section 8.06(b); and (ii) unless otherwise authorized in advance and in writing by ICON, by not entering into with any third party any sponsorship, cause-related marketing promotion, or other type of fundraising or promotional agreement which contemplates or requires any public acknowledgment of support for or affiliation with the Affiliated Entity by that third party (or any other third party) that is a competitor of an Exclusive Sponsor in its Product Category.

(b) Types of Recognition to be Accorded Exclusive Sponsors. All Affiliated Entities shall recognize, and assist ICON in publicizing, the support provided to ICON Alliance by Exclusive Sponsors, by providing the following types of public recognition to Exclusive Sponsors:

(1) *Designations.* Affiliated Entities shall publicly refer to Exclusive Sponsors by using the sponsorship designations of “Worldwide Sponsor,” “Worldwide Partner,” “Regional Sponsor,” or any other designations which ICON identifies in writing for its Affiliated Entities as the approved method for identifying and recognizing a particular Exclusive Sponsor.

(2) *Banner Displays.* Affiliated Entities shall also publicly recognize Exclusive Sponsors through the display of banners, which shall be provided by ICON at ICON's expense or at the expense of the relevant Exclusive Sponsor. Such banners shall be displayed, at a minimum, at the sites of all Affiliated Entity Conferences and events. The preceding sentence requires Affiliated Entities to display (or cause others to display) the required sponsor-recognition banners at as many Conferences and events sites as is practicable, but at a minimum, at the venues for the closing ceremonies of the relevant Conference. To the greatest extent practicable, Affiliated Entities shall also require their respective Sub-Entities to display such banners at the venues of Sub-Entities Conferences and events.

(3) *Other Recognition.* In addition to the banners described in this Section 8.06(b), Affiliated Entities shall also publicly recognize Exclusive Sponsors in their respective public relations materials, news releases, and other Program Materials, using design layouts and standardized wording to be provided and approved by ICON in advance for each Exclusive Sponsor. Affiliated Entities shall also recognize such Exclusive Sponsors by inviting them to attend or participate in Affiliated Entity Conferences or other events, and by extending to their employees and officials the opportunity to participate as volunteers, as appropriate, of the Affiliated Entity.

(c) Recognition of Non-Exclusive Sponsors. Affiliated Entities which do not have pre-existing conflicting arrangements with sponsors in the product or service categories of Non-Exclusive Sponsors shall offer such Non-Exclusive Sponsors (whether they be sponsors of ICON or of a COC) a reasonable first option to provide sponsorship or cause-related marketing promotion support to the Affiliated Entity before the Affiliated Entity enters into a sponsorship or cause-related marketing promotion arrangement with a competitor of that Non-Exclusive Sponsor. Any such first option shall be extended to the Non-Exclusive sponsor by giving that Sponsor: (1)

reasonable advance written notice of the existence of a sponsorship or cause-related marketing promotion opportunity for the support of the Affiliated Entity, with a copy of that notice to be provided to ICON (and, if applicable, the COC) at least twenty-one (21) days before it is submitted to the Sponsor; and (2) fair acceptable terms for providing that support. Affiliated Entities must document their compliance with these requirements in all dealings with existing and potential sponsors and other organizational supporters. In addition, Affiliated Entities which do not have pre-existing conflicting arrangements shall publicly recognize, in their own jurisdictions, the support being provided for ICON Alliance by the Non-Exclusive Sponsor, to the same extent provided for in Section 8.06(b), whether or not those Affiliated Entities enter into their own sponsorship arrangements with that Non-Exclusive Sponsor. The requirements of this Section 8.06(c) shall not apply to Affiliated Entities which, at the time that ICON provides written notice of the identity of any Non-Exclusive Sponsor of ICON or a COC, already have pre-existing and conflicting arrangements with their own sponsors in the product or service category which is common to the Non-Exclusive Sponsor, except to the extent otherwise provided below in Section 8.06(d) concerning “**Multiple Industry Sponsors.**”

(d) Recognition for Multiple Industry Sponsors. ICON and/or a COC shall be entitled to enter into sponsorship arrangements with Multiple Industry Sponsors, on either an exclusive or a non-exclusive basis (subject to the required procedures in Section 8.05 for designating Exclusive Sponsors). If ICON notifies the Affiliated Entities that ICON or a COC has designated a Multiple Industry Sponsor, Affiliated Entities shall recognize that Multiple Industry Sponsor within their own jurisdictions as supporters of ICON, whether or not that Affiliated Entity has its own sponsorship affiliation with other Multiple Industry Sponsors involved in the same product or service categories as the Multiple Industry Sponsor designated by ICON or a COC. ICON will encourage its Multiple Industry Sponsors to provide support for Affiliated Entities in the jurisdictions where such Multiple Industry Sponsors have offices or operations.

Section 8.07 ICON’s Contract Policies.

All fundraising agreements entered into by Affiliated Entities pertaining to ICON Alliance shall be in writing, and must include the following minimum contract protections, unless otherwise approved in advance and in writing by ICON:

(a) Approval of Third Party Use of ICON Marks. The Affiliated Entity shall have, and must actually exercise in each instance, a right of advance written approval of all materials (such as promotional literature or merchandise) to be developed or distributed by any third party which will bear the name of the Affiliated Entity, the **ICON** Logo (which may be used only in conjunction with the name of the Affiliated Entity and the phrase Affiliated with Internal Consultants in Medicine.), or any other ICON Mark which ICON has licensed that Affiliated Entity to use. Through such approval process, the Affiliated Entity shall ensure that such third party fully complies with all ICON ownership rights to the ICON Marks, with the Graphics Standards Guide, and with other applicable provisions of the Uniform Standards.

(b) Ownership of Affiliated Entity Assets. The Affiliated Entity shall retain, and be recognized explicitly by all third parties as retaining, exclusive ownership of all Affiliated Entity assets which will be used or developed by a third party through the use or exploitation of any ICON Marks, such as ownership of all donor lists and records containing the Affiliated Entity’s list of active or lapsed donors.

(c) Inspection of Financial Records. The Affiliated Entity shall have the right to inspect and audit, with reasonable notice, all books and records and other financial documentation of a third party which relate to the third party’s performance under the agreement, and a right to receive properly documented financial reports from the third party concerning the revenues raised from the project for the Affiliated Entity.

(d) Fees and Expenses. The agreement must clearly identify whether the Affiliated Entity will be responsible for paying any fees or expenses in connection with the project, including those incurred by subcontractors or other parties who will perform services for the third party which is contracting directly with the Affiliated Entity, and must explicitly protect ICON from any liability or responsibility to any third party for payment of such fees or expenses.

(e) Insurance Coverage. The agreement must require that the third party contracting with the Affiliated Entity obtain adequate insurance coverage for its activities in connection with the

project, in amounts acceptable to the Affiliated Entity, including, but not limited to, coverage protecting the Affiliated Entity's interests in relation to the third party's access to donor lists, cash contributions to the Affiliated Entity, or other tangible or intangible assets of the Affiliated Entity.

(f) Compliance with Laws and Voluntary Standards. The agreement must explicitly require the third party to comply with all laws and regulations which apply to its activities under the agreement with the Affiliated Entity, including, if applicable, the laws of the Affiliated Entity's jurisdiction governing charitable solicitations and cause-related marketing contracts, as well as all Voluntary Standards (as defined in Section 4.10), if any, which may apply in that Affiliated Entity's jurisdiction.

(g) Indemnification. The agreement must require that the Affiliated Entity be indemnified by the third party from damages, costs, expenses and attorneys' fees arising out of any claims that might be made against the Affiliated Entity by any party stemming from the third party's failure to perform its obligations under the contract, or its unauthorized use of any ICON Mark.

(h) Length and Termination of Contract. The agreement must specify the length or term of the agreement with the third party, the timing and circumstances under which the Affiliated Entity may terminate the agreement by providing written notice to the third party and must permit the Affiliated Entity to terminate the arrangement promptly if the third party defaults in performing its obligations under the agreement, and must comply with Section 8.04(k).

Section 8.08 Fundraising Obligations of COCs.

The authority and responsibilities of a COC concerning fundraising activities shall be specified in ICON's written agreement with each COC. Unless otherwise provided in a written agreement, each COC shall be obligated to comply with all of the Sponsorship Recognition Requirements in Section 8.06 in its efforts to raise funds for the support of any Regional Conference, World Conference or any other conference sanctioned by ICON.

Section 8.09 Reporting Obligations of Affiliated Entities.

Affiliated Entities shall retain all fundraising contracts for a period of at least three (3) years after their expiration or termination, or for any longer period required by the laws of their respective jurisdictions. If requested in writing by ICON, an Affiliated Entity shall provide ICON with copies of sponsorship, cause-related marketing promotion, direct marketing, or other types of fundraising contracts entered into by that Affiliated Entity. ICON shall have the right to inspect at any time any fundraising contract entered into by an Affiliated Entity for the purpose of ensuring the Affiliated Entity's compliance with this Article 8 and the other Uniform Standards.

Section 8.10 Fundraising Information to be Distributed by ICON.

ICON shall keep all Affiliated Entities and COCs regularly informed of ICON's corporate sponsorships, cause-related marketing promotion projects and other on-going efforts, in order to enable Affiliated Entities and COCs to comply with their Sponsorship Recognition Requirements under Section 8.06, and provide the cooperation required from Affiliated Entities under Section 8.04(c).

Section 8.11 Cooperation in Protecting ICON Marks and Other Intellectual Property Owned by ICON.

In planning and executing all fundraising activities permitted by this Article 8, all Affiliated Entities and COCs must use their respective best efforts to identify and prevent the unauthorized use by third parties of any ICON Marks, ensure that the ICON Marks are used in connection with only those fundraising activities which are consistent with the public image and reputation of ICON Alliance, and protect the value and ownership of all copyrights, trademarks and service marks and other forms of intellectual property owned by ICON.

Section 8.12 Avoiding Use of Marks Owned by Third Parties.

Affiliated Entities shall be responsible for ensuring that they do not use or misappropriate, or knowingly permit any sponsor or other third party to use or misappropriate, any name, logo, trademark, service mark, design or other form of intellectual property (individually and collectively,

“mark(s)”) which is/are owned by another party, unless the Affiliated Entity has obtained the express prior written consent of the owner of each such mark.

ARTICLE 9

Financial Arrangements; Fiscal Accountability; Insurance

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Section 9.01 Licensing Fees.

ICON may impose licensing fees on all Affiliated Entities (“**Licensing Fees**”) and require each Affiliated Entity to pay such fees on a timely basis as a condition for obtaining or maintaining that organization’s Affiliation License. ICON shall calculate, invoice and collect Licensing Fees from Affiliated Entities, and otherwise administer and enforce all aspects of its Licensing Fee system, in accordance with uniform written standards which have been approved by ICON’s Board of Directors and which shall be distributed to all Affiliated Entities.

Section 9.02 Insurance Requirements.

(a) General Insurance Requirements. Every Affiliated Entity and COC is required to obtain and maintain appropriate insurance to protect it from the risk of potential liability to third parties and to protect against loss or damage to the property of the Affiliated Entity or COC. All such insurance arrangements made by Affiliated Entities and COCs are subject to ICON’s ongoing approval and to the requirements of this Section 9.02.

(b) Insurance Arrangements for National Organizations and Regional Organizations. Each National Organization and Regional Organization may be required, as a condition of obtaining and maintaining its affiliation, to obtain general liability insurance, malpractice insurance and insurance for the loss or damage of property owned by the Affiliated Entity, in amounts reasonably sufficient to protect icon and the National/Regional Organization from such liability or losses, subject to any restrictions imposed by applicable local laws and subject to the availability of such insurance coverage at commercially reasonable rates in its jurisdiction. ICON shall also have the right to develop and adopt, with adequate written notice to all National/Regional Organizations, a uniform program of required insurance coverage for either or both, on either a mandatory or a voluntary basis, as ICON deems to be in the best interest of ICON Alliance.

ARTICLE 10

Interpretation of General Rules

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Section 10.01 Section Headings.

Headings are included in these General Rules for each Article and Section, and for many subsections, for the purpose of clarity, organization and convenience of reference. These headings are not intended to change the meaning of the particular provision to which they relate.

Section 10.02 Rights of Third Parties.

ICON has promulgated these General Rules, and may amend them from time to time. These General Rules are not intended, however, to create or acknowledge any rights in any third parties, whether those rights are asserted against ICON, any Affiliated Entity, or any other authorized ICON Alliance organization or ICON Alliance employee or officer.

Section 10.03 No Waiver.

ICON shall determine, in its sole discretion, all questions concerning the application and enforcement of these General Rules in specific instances. The failure on ICON's part to insist on strict compliance by an Affiliated Entity in a particular situation, or to revoke affiliation or otherwise pursue remedies against an Affiliated Entity for violations of a particular provision of these General Rules, shall not constitute, or be interpreted by any party as constituting any type of waiver by ICON of any of ICON's rights under these General Rules, either generally or in that particular instance.

Section 10.04 Translations.

Affiliated Entities may, at their own expense, translate these General Rules into any languages other than English. However, if there is any conflict between the meaning or interpretation of any translation and the meaning or interpretation of the English version of these General Rules, the English version of the General Rules shall govern and take precedence.