



THE SOURCE FOR PROFESSIONAL
ASSOCIATION MANAGEMENT COMPANIES

100 North 20th Street, 4th Floor * Philadelphia PA 19103-1443
Phone: 215-564-3484 * Fax: 215-963-9785* info@amcinstitute.org * www.amcinstitute.org

Beginning the AMC Institute Accreditation Process

*Please complete this form and return to Jennifer Miller via fax, email
(jmiller@amcinstitute.org) or mailing at the address listed above.

Date _____

Company Name _____

Accreditation Contact Person _____

Address _____

City _____ Province/State _____

Postal Code _____ Country _____

Phone _____ Fax _____

Email _____ Website _____

***If you have any questions about getting started with the Accreditation Process, please contact Jennifer Miller directly at: 215-564-3484 (Ext. 2249)**



100 North 20th Street, 4th Floor • Philadelphia, PA 19103-1443
Phone: 215-564-3485 • Fax: 215-963-9785 • info@AMCinstitute.org • www.AMCinstitute.org

Declaration of Intent for AMC Institute Accreditation Form

Date _____

Company Name _____

Accreditation Contact Person _____

Address _____

City _____ Province/State _____

Postal Code _____ Country _____

Phone _____ Fax _____

Email _____ Website _____

Our company has prepared the accreditation materials and we are ready to submit them to the independent Reviewer for review.

Enclosed please find our executed:

- Licensing Agreement (Form #1003)
- Reviewer's Commitment Form (Form #1005)
- Appropriate fee to cover our 1st Year Accreditation Payment (See Fee Schedule Form #1006).

I understand that I will be notified within three business days that my selected Reviewer is approved. Once approval is given, my company may proceed with our Review.

Payment Information: Check Visa MasterCard American Express

Credit Card # _____ Expiration Date _____

_____ Total \$ _____

Signature authorizes charge to your card

Mail to AMC Institute at the address above or Fax to 215-963-9785



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License Agreement

Please complete the information requested in this License Agreement. Make a copy and sign both copies. Return both signed copies to AMC Institute. One copy will be executed by AMC Institute and returned to you for your records.

Date: _____

Association Management Company: _____

Address: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Contact Person: _____ Phone: _____

Fax: _____ Email: _____

List other office locations: _____
(Attach sheet if necessary)

The undersigned Association Management Company (AMC) hereby applies to the AMC Institute (Association) for a license to display the Accreditation Mark of the Association in conformance with the terms of this License Agreement. In support of this application, the AMC is submitting material that it asserts complies with procedures described in the applicable *AMC Institute Accreditation Program Manual (Manual)* annexed hereto as *Exhibit A* and which is incorporated in full by reference as part of this Application and Agreement.

The Association's obligations and agreements, as set forth herein, are expressly conditioned precedent upon the AMCs continued compliance with the terms and conditions set forth in this Agreement and the Manual.

1. General

- 1.1 Definitions: When used in this Agreement, the following terms shall have the following meaning:
- A. *Accreditation Mark*: The logo owned by AMC Institute and licensed to AMCs upon completion of the AMC Institute Accreditation process.
 - B. *Association Management Company (AMC)*: A for-profit professional service company that manages two or more associations, societies, foundations or other types of organizations.
 - C. *Reviewer*: Accounting Firm that meets the requirements specified in the *AMC Institute's Reviewer's Criteria* document and who is approved by AMC Institute.
 - D. *Certification*: Certification by the AMC that the submitted procedures conform to the requirements of the American National Standards Institute, Inc. (ANSI) Standard(s) as set forth in the Accreditation Program Manual.
 - E. *Certified*: Certification by the Reviewer that the AMC has been reviewed and is in conformance with the requirements of the Accreditation Program Manual.
 - F. *Committee*: The Accreditation Review Board or its successor.
 - G. *Effective Date*: The date on and after which an accredited AMC or new applicant shall conform to a new or revised Standard.
 - H. *Procedures*: Required functions performed by an AMC as set forth in the AMC Institute Accreditation Program Manual.
- 1.2 This Agreement shall be governed by the laws of the State of Illinois.
- 1.3 Any notice required hereunder shall be deemed to be delivered if accurately addressed and deposited in Email, United States mail, first class postage prepaid or, if an offshore AMC, in the mail service of its country.
- 1.4 Invoices issued by the Association shall be paid within 60 days. Any account not resolved within 90 days after the date of invoice shall be cause for revocation of this License Agreement. Reinstatement of this Agreement is obtained upon the payment of all outstanding charges plus a \$500 reinstatement fee. If

reinstatement is not obtained, the Association may after 90 days, inform the AMC of the revocation.

- 1.5 Reviewing to confirm accreditation shall be conducted under requirements set forth in the Manual in effect at the time of the Review.
- 1.6 The accredited AMC is encouraged to use the Accreditation Mark.
- 1.7 Detailed results of the Review shall not be divulged to any person or persons except (a) by the AMC or (b) in response to a subpoena or other valid legal process. The Association has no duty or obligation to resist responding to a validly issued subpoena or other legal requirement. The Association, however, shall immediately notify any AMC of any subpoena directed towards the AMC. If the AMC elects to divulge a Review report, it shall only be the complete report together with any Reviewer disclaimer that is included. The Association shall agree in writing to hold in strict confidence any and all confidential information provided by AMC or relating to AMC's procedures.
- 1.8 If accreditation procedures are altered or changed by the accredited AMC to the extent that it is reasonable to assume that its accreditation would be affected, in order to retain accreditation such altered or changed procedures shall be approved by the Reviewer either by analysis or Review.
- 1.9 The accredited AMC is permitted to be any AMC whether or not a member of the Association.

2. Accreditation Mark License

- 2.1 Solely to identify procedures that are certified according to the terms of this Accreditation Application and Agreement, the Accredited AMC is hereby granted a non-exclusive license to affix the Association's Accreditation Mark, a copy of which is annexed hereto as Exhibit B to advertisements, literature, or other information relating to the accreditation procedures. The Association's Accreditation Mark may be displayed only as it appears in Exhibit B.
- 2.2 The non-exclusive license granted in 2.1 is expressly conditioned, however, upon full and continued compliance with all the terms

and conditions set forth in this License Agreement, including the following:

- A. The accredited AMC remains in compliance with the Manual and procedures set forth in this Application and Agreement, and is limited to the use of the Accreditation Mark during the period of accreditation.
- B. The accredited AMC shall always accompany the Association's Accreditation Mark with the symbol **SM** until such time as Accredited AMC receives a written notification from the Association that the Accreditation Mark has been registered by the United States Patent and Trademark Office. Upon receipt of such notification, the AMC shall thereafter accompany the Accreditation Mark with the symbol ® and, space permitting, the phrase, "Registered Accreditation Mark of AMC Institute".

- 2.3 By accepting this non-exclusive license, the accredited AMC hereby acknowledges that the Association exclusively and validly owns the AMC Institute Accreditation Mark, in all its right, title, and interest. The accredited AMC expressly waives any rights it might have or ever had to contest such ownership and agrees not to do or cause any act contesting or in any way impairing or tending to impair the Association's ownership, right, title, and interest.
- 2.4 The scope of this non-exclusive license is worldwide.
- 2.5 The Association expressly reserves its rights to grant similar licenses to other entities complying with procedures covered by the Standard whether or not such other procedures compete with the accredited AMCs procedures.
- 2.6 Upon request of Association Counsel, the accredited AMC hereby agrees to provide a representative sample of any electronic or printed advertisement, literature, or label prepared by the accredited AMC using the Accreditation Mark. Upon request of Association Counsel, the accredited AMC further agrees to provide any modification thereof, if reasonable, requested within a 30 day time period. The accredited AMC agrees not to alter or modify the Accreditation Mark.
- 2.7 The license herein granted to the accredited AMC is non-assignable or otherwise divisible or transferable without the Association's prior

written consent. Such consent is permitted to be withheld at the sole and absolute discretion of the Association. Any such assignment or transfer without such consent shall be null and void and of no effect.

In issuing this License, the Association assumes no liability for the acts or omissions of the accredited AMC, its directors, officers, owners, partners, employees, or agents. Except for claims of trademark infringement related to the Accreditation Mark, the accredited AMC shall indemnify and hold harmless the Association, its officers, directors, members, and agents in connection with any claim or cause of action against any of the same brought by a third party based on any act or omission of the AMC, its directors, officers, owners, partners, employees or agents, including judgments, settlements, costs, and attorneys' fees associated with such claims or causes of action.

- 2.9 The accredited AMC shall maintain a policy of errors and omissions insurance with a reputable and solvent insurance company licensed to issue policies of insurance insuring against injury to persons or property arising from the use of the Manual in the minimum amount of \$1,000,000.

If an Accredited AMC is self-insured for errors and omissions, the Reviewer or engaged reviewer must determine that the self-insured policy/program is in compliance with this standard at a minimum of \$1,000,000. Failure to maintain this self-insurance shall be deemed an automatic termination of this Application and Agreement in its entirety, including the license herein. The licensed AMC has 30 days to rectify this failure and will be automatically reinstated with proof of Insurance.

- 2.10 The Association shall annually publish a listing and monthly website updates of the AMCs that have been accredited, are in good standing, and who are permitted to use the Accreditation Mark.
- 2.11 A **license fee**, which is separate and apart from any other fee or payment set forth in this Application and Agreement, shall be calculated and paid in conformance with the schedule annexed hereto as **Exhibit C**, which is expressly incorporated by reference herein and made a part hereof. Any failure to make a license payment within 60 days shall result in the immediate and automatic revocation of the license herein granted. Reinstatement is effected in accordance with Section 1.4 herein.

- 2.12 Any Review report issued by the Reviewer shall not be used or in any way offered as evidence of Accreditation by the AMC except as to procedures while such Review report was in effect. The issuance or effective period of the Review report shall be contingent upon compliance in all respects by the AMC with the provisions of this Application and the Manual.
- 2.13 Upon termination of this License Agreement for any reason, the accredited AMC shall not thereafter use the Association's Accreditation Mark. A representative of the Association, for a reasonable length of time after termination of Accreditation, shall have access to pertinent accredited AMC facilities to verify that the markings are not being used. The Association representative shall agree in writing to hold in strict confidence any and all confidential information provided by the AMC or relating to the accredited AMC's products.
- 2.14 The accredited AMC, its directors, officers, owners, partners, employees and agents shall at all times perform their professional obligations in compliance with applicable federal, state, and local laws and regulations and shall not undertake any act or omission that may bring disrepute upon the Association or the association management profession.

3. Inspection and Continued Certification Testing

- 3.1 The accredited AMC shall furnish for inspection at either the AMC's place of business, other point of operation, or elsewhere as coordinated with the Reviewer, current procedures of the AMC. The AMC shall maintain with the Reviewer a current listing of all places of operation.
- 3.2 The AMC shall at all times cooperate with the Reviewer to facilitate inspections.
- 3.3 Renewal or continuation of Accreditation shall be based upon conformance by the AMC with the provisions of this Application and the Manual.

4. Re-Accreditation by the Reviewer

- 4.1 Upon establishment of the effective date for new or revised requirements applicable to any accreditation, the Association shall promptly issue the new Standard or written notification to accredited AMCs and the Reviewer. Evidence of conformity to the new or revised requirements shall be provided to the Reviewer by the accredited AMCs within 60 days to maintain an existing Accreditation granted prior to the effective date.
- 4.2 In the event a re-Review is required due to the nature or extent of new revisions to the requirements, the accredited AMCs shall request the Reviewer to re-Review the affected procedures.

5. Procedures Improperly Indicating Accreditation

- 5.1 If the Association becomes aware of any accredited AMC using any marking purporting to indicate that a procedure is certified, when in fact such procedure does not conform in all details with the requirements, the Association shall give notice of such fact to accredited AMC. The accredited AMC shall forthwith stop use of the accreditation mark. If the accredited AMC wishes to pursue an appeal Section 6 would apply.
- 5.2 If accredited AMC fails to cease and assist, the AMC Institute Board has the right to pursue legal action.

6. Appeal Procedures

- 6.1 The accredited AMC shall have the right to appeal the Association's actions provided such actions are not related to the Review. The Association within 30 days of the appeal by the accredited AMC shall conduct a non-binding hearing. If the hearing is not successful, the accredited AMC shall within 15 calendar days notify the Association in writing of its intention to seek arbitration.

The arbitration and the selection of the arbitrator shall proceed under the rules of the American Arbitration Association or its successor. Such arbitration shall take place in Chicago, Illinois. Both parties agree to be bound by the decision of the arbitrator, which shall be made in writing and which shall set forth a factual basis for any conclusions made therein. Any decision of the arbitration panel may be submitted to a court of proper jurisdiction for enforcement.

Any costs related the arbitration process shall be paid by the accredited AMC in full. If the ruling is in favor of the accredited AMC, the Association will reimburse 50% of the expenses related to the arbitration process.

- 6.2 The hearing shall be scheduled on a date that allows the accredited AMC sufficient time to prepare and which is at least 30 days after the accredited AMC indicates its intention to appeal. The accredited AMC may attend the arbitration hearing, be heard, and be represented by counsel. The accredited AMC may participate via phone.

7. Cancellation and Revocation of Application of Accreditation

- 7.1 In the event of a violation of any of the provisions of this Application by the accredited AMC and upon written notice specifying such violation mailed to the accredited AMC, the Association shall, in addition to any other remedy it has at equity or law, have the right to: (a) cancel this Application and Agreement and (b) revoke and discontinue any or all accreditations of certified procedures issued to the applicant, including the License granted in Section 2. herein. Termination of this Agreement shall also terminate accredited AMC's Accreditation provided, however, that Sections 1.7, 2.8, 2.9, 2.13, 6., 7., and 8. shall be preserved and continued in effect.

8. Liability Limitations

- 8.1 In further consideration of the Reviewer conducting reviews, the accredited AMC hereby releases the Association, its officers, directors, members, and agents from any and all claims or loss, damage, or injury, of any nature whatsoever, arising out of or connected with such reviews or denial of Certification as a result thereof, or the revocation or cancellation of same under the conditions herein set forth. This provision to be construed broadly.
- 8.2 In addition to the provisions of 8.1, if accredited AMC shall (a) wrongfully represent (by wrongful use marking indicating Accreditation or otherwise) that a procedure is certified, the accredited AMC shall indemnify and hold harmless Association from all liability and expense, including reasonable attorney's fees, imposed upon Association by reason of such misrepresentation by

the accredited AMC or by reason of damage or injury resulting directly or indirectly from said accreditation.

- 8.3 The Association further agrees that any trade secrets or other proprietary information of any nature whatsoever, relating to accreditation by the accredited AMC disclosed to the Association or its officers, employees, agents, or representatives, and identified in writing as confidential shall not be intentionally disclosed except in response to demand by way of subpoena or other valid legal process and that the Association shall be liable to the accredited AMC for any loss or damage incurred by the accredited AMC by reason of any intentional breach of such confidence. Association shall notify the accredited AMC immediately, or as soon as reasonably possible, of any proposed disclosures pursuant to a subpoena or similar process, and if requested by the accredited AMC, shall use its best efforts to furnish any documentation of such subpoena to the accredited AMC prior to such disclosures.
- 8.4 Neither the Association nor the accredited AMC shall be responsible or liable for delay or failure to perform the covenants to be performed on its part hereunder if such delay or failure is due to bombings, invasions, or other acts of war by either armed forces of the United States or any other nation or territory, insurrection, riot, strike, earthquake, fire, flood, or acts of God or actual inability to obtain materials, or personnel to perform services, or other conditions beyond the reasonable control of the applicant or the accredited AMC whether of the kind or nature specified herein or otherwise.
- 8.5 This Application shall become a contract between the accredited AMC and the Association upon its acceptance in the space below, by the Association; it being mutually agreed that this instrument and its appendices upon such acceptance, contains all, and the only agreements between the Association and the accredited AMC, and that no agent or representatives of either party has made any statements, representations, or arguments, verbal or written, modifying, contradicting, or adding to these terms and conditions.

9. Revisions and Terms

- 9.1 The Association reserves the right to make revisions to the Application and Agreement and to issue a new Application which will become a contract between the accredited AMC and the Association when accepted by both parties.

9.2 Unless terminated earlier pursuant to Section 7, this application shall be valid for one year from the date of acceptance by the Association and shall be automatically renewed for successive one-year terms until terminated either by accredited AMC or the Association. Notice of intent to terminate the Agreement, including the License, shall be provided in writing at least 60 days before the end of the term and shall take affect at the termination of the term or as otherwise agreed by the parties.

For the year commencing: (Date) _____

Association Management Company: _____

By: (Signature of AMC Owner) _____

AMC Owner's Name: (Print) _____

The Association hereby accepts the above application and agrees to the terms hereof.

AMC Institute

Date: _____

Signature: _____

Executive Vice President



Form: #1004
Updated: August 2008

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Review Report Form

- Reviewers shall complete and return both pages of this form to the AMC being audited.
- Reviewers shall complete and return ONLY the first page to AMC Institute.

Date _____ Member of AICPA: Yes No Other: _____

Do you routinely conduct Special Agreed Upon Procedure Engagements? Yes No

Company Name _____

Reviewer _____ Address _____

City _____ Province/State _____

Postal Code _____ Country _____

Phone _____ Fax _____

Email _____ Website _____

Name of Association Management Company being audited _____	
Contact Person _____	Phone _____

Review Status:

- Conducted an advanced desktop review of all materials submitted. Date: _____
- Conducted an onsite review of the materials & systems. Date: _____
- The AMC passed both the desktop and onsite reviews following the ANSI Standard dated May 2008. Date: _____
- The AMC did not pass the review. Date: _____
- The AMC was reviewed again. Date: _____
- The AMC passed the review. Date: _____
- The AMC did not pass the review. Date: _____
- The AMC failed the review. Date: _____
- The AMC plans to appeal the decision. Date: _____

*We certify that the above mentioned AMC has been reviewed on the dates noted in the date field above.
We certify that the most recent date listed above indicates the results or status of our review.*

Reviewer's Name (Print): _____ Date: _____

Reviewer's Signature: _____

Firm Name: _____

AMC Institute Office Use Only
Date Received: _____
Date Processed: _____

Send this page only to the AMC Institute Office. Send this page and page 2 to the AMC.

Audit Report Form

Indicate your assessment of this firm in each of the key accreditation areas listed in the table below. You may wish to duplicate this table to accommodate more than one review of the AMCs documentation.

<i>Areas</i>	Complete (X)	Incomplete (X)	Comments
Client Contracts: Review Procedures and Requirements			
Servicing the Client & Service Delivery Procedures			
Project (Service) Completion, Reviews, and Post Contractual Procedures			
Financial Management & Internal Controls			
Insurance Coverage			
Employee Recruitment and Selection			
Employee Training and Professional Development Procedures			
Subcontracting and Purchasing Requirements			
Record Keeping Requirements			
Internal External Audit Requirements			

Auditor's Signature: _____ Date: _____



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Reviewer's Commitment Form

Date: _____

AMC Name: _____

1. Firm Name: _____

2. Name of Person doing the Review: _____

City and State of Office: _____

Reviewer's Mailing Address: _____

Reviewer's Email Address: _____

Reviewer's Phone Number: _____

Reviewer's Date of Birth: _____

****This information is necessary in order to obtain approval from the
AICPA****

- Is this person a member of the American Institute of Certified Public Accountants (AICPA)? Yes No
- If NO, is this person a member of a similar organization? Yes No

Organization Name: _____

Phone: _____ Email: _____

A member of the firm who is a CPA must oversee the Association
Management Company Review.
Who is that individual?

3. Is this Accounting Firm or individual CPA employed by the AMC being reviewed?

Yes No

4. Has the Accounting Firm or individual CPA been peer reviewed within the last three years?

Yes No

5. Is the Accounting Firm or individual CPA familiar with conducting these types of reviews?

Yes No

6. ***ATTACH A COPY OF THE REVIEWER'S LAST PEER REVIEW OPINION LETTER.***

My firm and I have reviewed the materials in the Reviewer's Guide and agree to comply with the procedures and requirements in conducting an Association Management Company review. We further state that the information submitted on this Reviewer's Commitment Form is correct and accurate.

Date: _____

Date: _____

Signature of person doing the review

Signature of CPA who will oversee the review if different

This form must be signed and returned with the Declaration of Intent Form #1002



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AMC Institute Accreditation Fee Schedule

ACCREDITATION	FEE
Request for Accreditation <i>(1st year payment)</i>	\$700
Projected Review Fee <i>(paid directly to independent Reviewer)</i>	\$500 - \$3500 <i>Estimated</i>
TOTAL FIRST YEAR FEES	\$ 1,200-\$4,200
2 nd year payment	\$275
3 rd year payment	\$275
4 th year payment	\$275
TOTAL 4 YEAR ACCREDITATION COST	\$2,025 - \$5,025



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Procedures for Alleged Violations of AMC Institute Accreditation Standards

Congratulations on achieving AMC Institute accreditation by demonstrating the commitment and the ability to deliver service to your clients through conformance to the ANSI/AMC Institute Standard of Good Practices for the Association Management Industry.

As we move closer to a single industry AMC Accreditation Program, we're pleased to share with you the new ***Procedures for Alleged Violations of AMC Institute Accreditation Standards***. This was a missing component to the Accreditation Program that we are now pleased to have in place.

As an AMC Institute accredited company you certainly recognize the value and significance the Accreditation Program can bring to your company. The AMC Institute Standard assists professional association management companies in the establishment of their own internal quality systems. Accredited AMCs agree to be bound by the AMC Institute Standard and recognize that the success of the AMC Institute will require diligence in creating awareness to its members of the obligations thereunder.

In addition to the re-accreditation process every four years, every accredited AMC shall affirm annually its intent to comply with the AMC Institute Standard and these Procedures for Alleged Violations of AMC Institute Accreditation Standards. **Please review these Procedures carefully, signing and returning one copy of this letter for our records, keeping the other for your files.**

Conformance to the Standard conveys a message to the AMCs' present and prospective clients and the marketplace that the AMC has demonstrated the commitment to deliver quality service. The Procedures and supporting information related to this process are available on the accreditation section of the AMC Institute website.

I have read and understand AMC Institute's *Procedures for Alleged Violations of AMC Institute Accreditation Standards*.

X _____
Signature

Company

Date

Please review these Procedures carefully, signing and returning one copy of this letter to AMC Institute keeping the other for your files.



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Procedures for Alleged Violations of AMC Institute Accreditation Standards

Purpose and Procedures

The AMC Institute* has developed a *Standard of Good Practices* for the Association Management industry. The AMC Institute Standard assists an Association Management Company (AMC) in establishing its own internal quality service system. The AMC Institute Standard will be used as the source document on Good Practices for the AMC Institute Accreditation Program.

This Standard is intended to encourage the development of improved management practices and it is the responsibility of AMCs to stay current on the latest revisions to this Standard as they become identified. Conformance to this Standard conveys a message to the AMCs' present and prospective clients and the marketplace that the AMC has demonstrated the commitment to deliver quality service. These guidelines and procedures are intended to be constructive and educational, rather than punitive. In this way, unprofessional conduct can be prevented.

Clear criteria for maintaining the procedures for disciplinary actions will not only enhance professional credibility but also advance the standards of the industry. Every accredited AMC shall affirm annually its intent to comply with the AMC Institute Standard and these Procedures for Alleged Violations of AMC Institute Accreditation Standards.

The AMC Institute Standard assists professional association management companies in the establishment of their own internal quality systems. Accredited AMCs agree to be bound by the AMC Institute Standard and recognize that the success of the AMC Institute will require diligence in creating awareness to its members of the obligations thereunder.

No accredited AMC shall in any way attempt to persuade, induce, or coerce another AMC to breach the AMC Institute Standard, and hereto agrees that inducing a breach is to be considered a violation of the same. Accredited AMCs will be responsible for any violation by their agents, representatives, and employees if the Accreditation Review Board (ARB) – *the 4-6 appointed individuals with the authority to discuss, review, and advise regarding these procedures* - finds, after considering all the facts and circumstances, that the responsible member has authorized, condoned, or supported such violation, or in any other way failed to prevent a violation from occurring where the responsible member had actual knowledge of the violation.

* formerly the International Association of Association Management Companies or IAAMC



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Section 1. Submitting a Complaint

All complaints **MUST** be filed **IN WRITING** and signed by an authorized official of the complaining party (*Complainant*).

Should AMC Institute receive an inquiry or complaint by phone, fax, mail, or in person, staff will inform the Complainant of procedures to officially file a complaint. It may be that an individual is simply making an inquiry as to clarification of a policy or procedure, in which case staff may provide guidance and resolve the issue. In this case the inquiry would not be considered an official complaint. Should staff determine based on the information provided that an actual procedure may have been violated the Complainant will be so advised and instructed to submit a written complaint.

It is the Complainant's responsibility to submit a formal, written complaint to AMC Institute. If no written complaint is received within thirty (30) days, no further action will be taken on behalf of the Complainant.

The written complaint must state with specificity the section of the Accreditation Standard that the AMC is alleged to have violated, and include all data, allegations, information or documentation supporting the allegation. The Complainant shall include a statement that grants a limited waiver of confidentiality for the sole purpose of allowing the members of the ARB to fully investigate the complaint.

ARB shall advise the Complainant that any information pertaining to the complaint may be provided to concerned parties, including but not limited to, members of the ARB, the Board of Appeals (*group of experienced members called upon to share their expertise and provide advice upon review of a complaint during the appeals process - all decisions made by the Board of Appeals are final*), potential witnesses, the accused member (*Respondent*) and, if necessary, members of the Board of Directors. The Complainant will be advised that refusal to waive confidentiality may impede the investigation conducted by the ARB.

Should a complaint be filed directly against headquarters and or its staff members, the complaint will be immediately assigned to the ARB. The ARB will then take full responsibility for processing the complaint and handling all administrative aspects involving the Formal Complaint Procedure.

Section 2. Acknowledgment and Response

If it is determined by the ARB review that the complaint is valid, AMC Institute staff will notify the Respondent AMC of the complaint with any appropriate documentation and that he/she has thirty (30) days to file a formal response to the complaint. The Respondent shall respond to the allegations in the complaint, which shall include all data, information and documentation supporting its position. A description of corrective measures taken or intended to be taken may be included. Failure by the Respondent to provide a response within thirty (30) days shall result in a default judgment with no right of appeal. The response will be reviewed by the ARB and shared with the Complainant.



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Section 3. Determination

Once the ARB has received a response and any documentation from the respondent, the ARB may investigate anything contained in the documentation in its sole discretion. This may be assigned to one member of the ARB or to the entire ARB. The ARB may, in its sole discretion, hold a hearing under the terms and conditions it deems appropriate. Within thirty (30) days of receiving the response, or, if a hearing is held, within 30 days of the hearing, the ARB will make a determination on the matter. All members of the ARB shall have a vote. The ARB may determine that a violation has occurred only upon a finding of clear and convincing evidence by a unanimous vote of the ARB.

If the ARB determines that a violation has occurred, the ARB will then decide by majority vote as to the sanction to be imposed. The determination will then be mailed to all parties, certified mail, return receipt or overnight delivery with signature confirmation and receipt. Whatever the outcome of the determination, either party shall have the right of appeal under Section 4.

Section 4. Accepting Judgment

Either party shall have the right within fifteen (15) days of receiving an ARB decision to request a further review be conducted by a Board of Appeals. If neither party files an appeal within fifteen (15) days, the decision of the ARB pursuant to Section 3 hereof shall be final. The Respondent and the Complainant shall each have the right to be represented by their own legal counsel.

Procedures for the Board of Appeals will be as follows:

The proceeding before the Board of Appeals shall be based on written submissions by the interested parties per the schedule set forth below.

To initiate an appeal, the appealing party shall file a notice of appeal and supporting brief specifically stating the grounds for appeal. The ARB shall then provide within 30 days the entire record of all information and proceedings before it to the Board of Appeals. The responding party shall have 30 days from the filing of the appeal to provide a response brief to the Board of Appeals. The Chair of the Board of Appeals shall conduct the appeal process and may solicit further information from any and all parties involved. All correspondence shall be delivered to the AMC Institute headquarters via certified mail return receipt requested or overnight delivery. AMC Institute headquarters staff will compile the appeals information from both parties for the Board of Appeals review.

The Board of Appeals shall consider the appeal at its next meeting held after the reply submission is filed. All matters heard on appeal will be submitted in a written presentation. If the Board of Appeals deems it necessary, it will hear oral presentations by the parties. The Board of Appeals shall render a final determination within thirty (30) days following the meeting at which the appeal is addressed. A unanimous vote of the Board of Appeals finding that the ARB decision was clearly erroneous is necessary to overturn a determination of the ARB. The decision of the Board of Appeals will be final.



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The Chair of the Board of Appeals shall notify the Complainant and the Respondent of the Board of Appeal's determination and any recommendations within twenty four (24) hours of the final decision.

Section 5. Sanctions

If it is determined that grounds exist to take disciplinary action against an accredited AMC one or more of the following actions may be taken or such other action(s) as the ARB may deem appropriate:

1. Require the AMC to engage in remedial education and/or training;
2. Suspend AMC's accreditation for a period of time, and/or require the AMC to participate in a mandatory audit of continuing education for a period of time;
3. Deny an accredited AMC application for reaccreditation for a period of time;
4. Publish findings and sanctions in AMC Institute publications;
5. Notify other legitimately interested parties of findings and disciplinary action.

INSTRUCTIONS

All complaints should be filed IN WRITING and signed by the chief official of the complaining party. The following items must be submitted in order for AMC Institute to review and process your complaint:

- Formal, written complaint and supporting documentation
- Submittal Form (Form #1), including a brief statement on how this complaint directly relates to a violation of the AMC Institute Standard
- Authorization Form (Form #2)

All documentation listed above should be submitted directly to:

AMC Institute
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Philadelphia, PA 19103-1443

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Procedures for Alleged Violations of AMC Institute Accreditation Standards

SUBMITTAL FORM

All complaints must be filed IN WRITING and signed by the chief official of the complaining party. The following items must be submitted in order for AMC Institute to review and process your complaint:

- Formal, written complaint and supporting documentation
- This Submittal Form, including a brief statement on how this complaint directly relates to a violation of the AMC Institute Standard
- Authorization Form

All documentation listed above should be submitted directly to:

AMC Institute
100 North 20th Street, 4th Floor
Philadelphia, PA 19103-1443

Fax: 215-963-9785

Email: info@AMCInstitute.org

Date _____

Name _____ Title _____

Company Name _____

Address _____

City _____ Province/State _____

Postal Code _____ Country _____

Phone _____ Fax _____

Email _____

Website _____



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Procedures for Alleged Violations of AMC Institute Accreditation Standards

AUTHORIZATION FORM

I, _____, hereby authorize the AMC Institute to
Name of Complainant
release the enclosed letter and / or other supporting documentation to _____,
Name of Respondent
members of the AMC Institute Accreditation Review Board, the AMC Institute Board of Appeals,
potential witnesses, and if necessary, the AMC Institute Board of Directors.

Signature of Complainant

Name of Complainant's Organization

Date

Witness Signature

Date