

MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This Management and Administrative Services Agreement (“the Agreement”), made this 6th day of May, 2009 by and between Association Management Center, Inc. (“AMC”), and the American Pain Society (“APS” or “Association”).

BACKGROUND

APS requires certain management and related services, office space, facilities, and equipment to use in connection with its activities and operations. AMC is in the business of providing the type of services required by APS. Accordingly, APS desires to obtain those services from AMC, and AMC desires to provide those services to APS, in accordance with the terms and conditions set forth in this Agreement.

1. Association Management Services

AMC shall perform the duties and services mutually agreed upon from time to time by AMC and APS and as set forth on the attached Exhibit A. AMC’s business location, which may change from time to time, shall be Association’s corporate offices and headquarters’ address. AMC shall report to and take direction from APS Board of Directors.

2. Fees, Reimbursable Expenses and Invoicing

In consideration for the management and related services and facilities provided under this Agreement, APS shall compensate AMC as follows:

(a) Management Fee. APS shall pay AMC a Management Fee to cover the professional and administrative support services provided by AMC and described in Exhibit A, the scope of which shall be reviewed and amended as part of the annual budgeting process. The Management Fee shall represent an amount equal to the total number of hours actually spent by each AMC staff member on APS matters multiplied by AMC’s standard hourly rate for that staff member. Except as noted in Paragraph 2(e) below, the Management Fee shall be limited on an annual basis to the amount approved by the APS Board of Directors and included in the APS annual budget.

(b) Commission Income. APS shall pay AMC 22% of the revenue from exhibit and advertising space. No staff time shall be charged under the Management Fee for these activities.

(c) Member Services. APS shall pay AMC an annual fee for each APS member, which fee shall cover AMC’s efforts to maintain the APS member database. No staff time shall be charged under the Management Fee for these activities.

(d) Other Fees. Other fees may be identified and agreed upon by APS and AMC. Such fees shall be based upon AMC's customary charges, shall be billed on a monthly basis, and shall appear in the APS budget as approved by the APS Board of Directors.

(e) Special Circumstances. For any year in which APS actual total revenue, excluding contributions or other income earned independently of AMC's management efforts, exceeds budgeted total revenue, the limit on the Management Fee shall automatically be increased by an amount equal to thirty percent (30%) of the difference between actual and budgeted total revenue.

(f) Included Expenses. Except as noted in Paragraph 2(g) below, AMC acknowledges that it takes the following expenses into consideration when establishing hourly rates for AMC employees and, thus, will not request additional reimbursement from APS therefor: (1) office rent, utilities, repairs and maintenance; (2) office furnishings, fixtures and leasehold improvements; (3) computer equipment (hardware and software) and maintenance and support contracts; (4) employment salaries, payroll taxes, insurance and benefits; and (5) employee training and professional dues.

(g) Reimbursement of Expenses. On a monthly basis, AMC shall be reimbursed for expenses, including but not limited to postage, duplicating, desktop publishing and editing, printing, staff travel, mailing labels and telephone, fax and e-mail charges. A monthly telephone, e-mail and Web hosting charge will be billed, which will include the cost of hardware, software and maintenance fees. Charges for copying, faxing and mailing expense include the cost of equipment and maintenance contracts and production staff time. Detailed billing will be made available to APS's Treasurer for audit purposes. AMC competitively bids desktop publishing and editing, Internet/Web services, services for surveys and evaluations, and production and mailing services to the extent that entities other than AMC are providing these services for Association. Whether these services are purchased externally or internally, these expenses are not included in AMC's compensation as outlined above and are billed separately.

(h) Payment terms. On the first business day of each month, APS shall pay AMC by electronic bank transfer from the APS account to the AMC account an amount equal to the sum of: (1) one-twelfth (1/12) of the total annual member services fees; (2) any commissions due on exhibit/advertising space revenue; and (iii) one-twelfth (1/12) of the estimated annual Management Fee, which estimate shall be based on the amount included in the APS budget for the applicable calendar year. No later than forty-five (45) days following the end of each calendar year of the Agreement, AMC shall determine whether actual Management Fees due for the previous year were more or less than those paid by APS. Underpayments shall be reconciled by electronic transfer from the APS bank account to the AMC bank account, and overpayments shall be credited against amounts due from APS to AMC in the then current year.

All other AMC invoices shall be payable ten (10) days following the date of invoice; provided, however, that disputed items shall not be payable until resolved.

3. Financial Responsibilities

(a) AMC is authorized to handle APS' funds on behalf of APS. APS shall establish one or more accounts in depository institutions mutually agreed upon by APS and AMC. AMC shall deposit all monies received by AMC for APS' account into such accounts. Unless otherwise agreed to by APS and AMC, the following persons shall be the only signatories on all accounts of APS maintained by AMC: Association's chief elected officer, Association's Treasurer, Association's chief staff executive at AMC, and AMC's Chief Financial Officer. Only one signature shall be required for check writing. At APS' expense, AMC shall secure a bond or other appropriate surety for Association's funds.

(b) AMC staff will monitor the use of all Association funds in accordance with Association's approved budget. AMC shall provide to Association a monthly financial report to include current month income and expenses.

(c) At the end of Association's fiscal year, AMC shall cooperate in the preparation of an independent audit or review of Association's financial results using a CPA firm mutually agreed upon by AMC and Association. The cost of such audit or review shall be included in Association's budget and shall be paid for by Association.

4. Contracts

AMC shall have authority to negotiate and enter into agreements for the purchase of goods and services reasonably necessary in the ordinary course of AMC's business on behalf of Association. The contracts will be consistent with Association's approved budget. AMC shall obtain the prior approval of the President, Executive Committee or APS Board of Directors for agreements extending more than 12 months; provided, that facility and service agreements for events are excluded from this requirement unless they apply to events in more than one consecutive 12 month period.

5. Property

All property, real, personal, or intellectual, owned by APS and used by AMC in the performance of its duties shall remain APS's property. Any work product (including, but not limited to, publications, directories, membership lists, conference registration lists, data, copyrights, trademarks, financial records, and Internet or World Wide Web pages, whether in written or electronic form, either now existing or acquired during the term of this Agreement (the "Work Product")), created by or for AMC for APS in furtherance of this Agreement shall be deemed a work made for hire under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., as amended. To the extent that any Work Product is inappropriate for treatment as a work made for hire, AMC and its subcontractors hereby grant to APS all right, title and interest, including copyright and all rights subsumed thereunder (including, but not limited to, the right to reproduce, prepare derivative works, distribute copies by sale or otherwise, perform, display and renew copyright), in and to such Work Product. Thus, it is the express intent of the parties that APS shall be the sole and exclusive copyright owner with respect to all works expressly

created by or for AMC for APS under this Agreement. All such Work Product shall be accessible to APS at all reasonable times and, upon APS's request, AMC shall provide APS with copies of such Work Product. AMC shall provide continuing and sufficient physical and electronic back-up security for APS's Work Product as is appropriate for the types of materials.

6. Evaluation

APS shall annually review with AMC its progress toward established goals, the working relationship among AMC, APS and its members, and the provision of AMC's services as set forth in Exhibit A, and shall agree on the annual fee for the subsequent year.

7. Independent Contractor

AMC's relationship with APS in the performance of this Agreement is that of an independent contractor. With the exception of third-party subcontractors hired by AMC, all persons performing AMC's services under this Agreement shall at all times be under AMC's exclusive direction and control, shall be employees of AMC, and shall not be considered for any purpose to be employees of Association. APS will not directly compensate any AMC employee. AMC acknowledges that, as an independent contractor, it shall be wholly responsible for the operation of its business and compensation of its employees, independent contractors, and consultants (including, without limitation, the payment of all business, payroll, unemployment, property, and income taxes, and workers compensation payments), and the filing of all necessary local, state, and federal reports.

8. Indemnification

APS and AMC shall each indemnify, defend and hold the other harmless, including the other's agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions, causes of actions, or other expenses, including but not limited to reasonable attorney's fees, judgments, and other costs of defense, made, claimed, or demanded by any person, firm, corporation, or other entity, arising out of or resulting from or otherwise relating to the negligent action or willful act and/or omission of the indemnifying party, its agents, officers, directors, employees, or representatives, in the carrying out of this Agreement; provided that APS shall not indemnify AMC for actions of AMC employees or agents which constitute negligence or misconduct unless such actions were specifically directed by APS officers or its Board.

9. Insurance

At its expense, AMC shall maintain adequate and appropriate general liability insurance coverage during the term of this Agreement. APS shall also maintain adequate and appropriate general liability and professional liability (directors and officers liability) insurance coverage during the term of this Agreement.

10. Term and Termination

This Agreement shall commence on the date signed and continue until terminated by either party. This Agreement may be terminated at any time without cause by either party upon not less than one hundred twenty (120) days prior written notice to the other.

Any fees and costs payable to AMC under Section 2 above shall be pro-rated to the effective date of termination where applicable. Notwithstanding the foregoing, AMC shall be compensated for all services rendered and all expenses incurred. AMC shall apply the reimbursable expense deposit to any fees or costs due to AMC and any remaining balance will be returned to APS. Any other obligation due and owing by either party to the other at the time of such termination shall remain in full force and effect and shall survive termination of this Agreement until such obligation is fulfilled, unless otherwise agreed upon in writing by both parties.

Upon termination of this Agreement, an audit of APS's finances shall be performed by a CPA firm mutually acceptable to the parties. APS shall pay the cost of the audit. In addition, upon termination by either party for any reason, AMC shall promptly ship or otherwise deliver all records, files, databases, materials, correspondence, other property and related items to an APS designee, at APS's expense, provided that APS has paid all undisputed invoices.

11. Notices

All notices and other communications under this Agreement shall be in writing and shall be effective (i) upon personal delivery; (ii) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery; or (iii) on the third business day after mailing, by certified mail, return receipt requested, to the following addresses:

If to AMC:

Attention: President
Association Management Center, Inc.
4700 W. Lake Avenue
Glenview, Illinois 60025

If to APS:

Its current President at the address on file in APS records

with a copy to:

Paula Cozzi Goedert
Barnes & Thornburg LLP
One N. Wacker Drive, Suite 4400
Chicago, IL 60606

12. No Partnership

Nothing in this Agreement shall be deemed to create a partnership or agency relationship between AMC and APS or to make AMC jointly liable with APS for any obligation arising out of the activities and services contemplated by this Agreement, or to make APS jointly liable with AMC for any activities or services not relating directly to APS activities.

13. No Hire

During the Term and for a period of one (1) year after the termination or expiration of this Agreement, APS will not (a) solicit for employment and/or employ any person who is or was an employee of AMC during the 12 months immediately preceding the effective date of termination of the Agreement, or (b) engage the services of any business entity which employs an employee that was employed by AMC within the 12 months immediately preceding the effective date of termination of the Agreement.

14. Dispute Resolution

With regard to any dispute under this Agreement, the parties shall first seek to resolve the dispute through direct negotiation with each other. If the dispute is not resolved within fifteen (15) business days after a request for direct negotiation, the parties shall attempt to resolve the dispute through arbitration, which shall be binding, before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association and conducted in Chicago, Illinois. Any award rendered by the arbitrator shall be final, conclusive, and binding upon the parties hereto. The costs and expenses of arbitration and mediation, including attorneys' fees and expenses of the arbitrator, shall be paid entirely by the substantially non-prevailing party.

15. Nondisclosure of Confidential Information

Neither party will disclose at any time any confidential information by such party from the other party hereunder, except, and only to the extent disclosure is required by law or necessary to performed the Services.

Confidential information does not include information that is or becomes public knowledge other than as a result of a party's breach of its obligations hereunder.

16. Representations and Warranties

Each party represents and warrants to the other party as follows: (1) it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder; and (2) it is legally authorized and has obtained all necessary approvals for the execution, delivery, and performance of this Agreement. AMC separately represents and warrants: (1) that it is accredited by the American Society of Association Executives and the AMC institute; (2) that performance of this Agreement is not in violation of any agreement that it is a party to, and (3) that it will perform its obligations under this Agreement consistent with high standards of professional association management.

17. Non-Assignment

Neither party will assign this Agreement or any obligation hereunder to any other person, firm, or corporation without first receiving the written consent of the other party.

18. Choice of Laws

This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

19. Construction of Agreement

This Agreement contains all of the terms relating to the rights and obligations of AMC and APS with respect to the matters contained herein, and supersedes all prior oral and written understandings of the parties. No amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

20. Waiver

The failure of either party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement.

21. **Force Majeure**

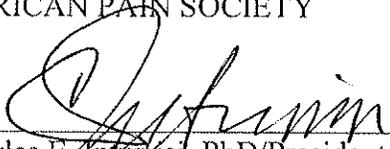
If any casualty or unforeseeable cause beyond the control of either party, including, without limitation, acts of war, God, fires, floods, epidemics, terroristic threats, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by such party, such party is hereby released by the other party from any damage so caused thereby.

NOTE THAT AMC DOES NOT RECEIVE ANY INCOME FROM COMMISSIONS, FINDERS' FEES, AND OTHER SOURCES DIRECTLY ATTRIBUTABLE OR RELATED TO FULL SERVICE ASSOCIATION CLIENTS.

IN WITNESS WHEREOF, the parties of this Agreement have signed it on the day and year first written above.

AMERICAN PAIN SOCIETY

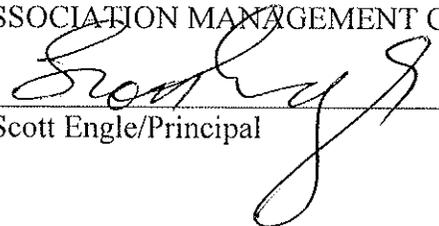
By:



Charles E. Inturrisi, PhD/President

ASSOCIATION MANAGEMENT CENTER, INC.

By:



Scott Engle/Principal

Exhibit A

AMC shall perform the following duties and services on behalf of APS under the terms of their MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT:

- Member Services
 - Recruitment and retention
 - Dues billing
 - Product and order fulfillment
 - Call center customer service
 - Database management
- Board of Directors/Committees/Task Forces
 - Staff leadership/vision/expertise
 - Program design and development
 - Strategic plan implementation
- Annual Conference
 - Site selection and contract negotiation
 - Program development
 - Speaker contact/administration
 - Marketing and promotion
 - Registration and on-site event management
 - Food and beverage
- Continuing Education
 - Accreditation program administration (ACCME, ANCC, APA, ACPE)
 - Program development
- Corporate Member/Vendor Relations
 - Advertising
 - Exhibits
 - Commercial support
- Finance
 - Monthly financial statements
 - Annual budget
 - Annual audit/review of metrics
 - Investments (manage relationship with outside firm)
 - Billing and collections
 - Fiscal management
- Communications/Publications
 - Writing and editing
 - Creative services/design
 - Books/manuscripts
 - Brochures/directories/newsletters
 - Electronic communications (E-News, surveys, ballots)
 - Broadcast emails/faxes
- Information services
 - Database maintenance
 - High speed internet access
 - Website content development/maintenance (manage relationship with outside firm for site hosting)

Updated: April, 2009