

16 October 2019

**OpenHW Group**  
**Membership Agreement**

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# OpenHW Group Membership Agreement

This OpenHW Group Membership Agreement ("Agreement") is made and entered into by and between the OpenHW Group a federal not-for-profit corporation incorporated under the Act (defined below), and the undersigned Member (defined below) that has executed this Agreement and is effective with respect to the undersigned Member on the Effective Date ("Effective Date") as described in Article 8 hereof.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Corporation (defined below) and Member agree as follows:

## Article 1 - DEFINITIONS

### 1.1 Definitions

In this Agreement, unless the context otherwise specifies or requires:

- (a) **Act** means the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23, including the regulations made pursuant to the Act, as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the Agreement of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;
- (b) **Affiliate** means any Person that, as of the Effective Date, directly or indirectly, through one or more intermediaries, controls the Member, is controlled by the Member or is under common control with the Member, for so long as such Person remains an Affiliate of the Member. For purposes of this definition, "control" as to an entity means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity whether through the ability to exercise voting power, by contract or otherwise;
- (c) **Articles** means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Corporation;
- (d) **By-laws** means the By-laws of the Corporation as amended from time to time, and which are in force and effect;
- (e) **Code of Conduct** means such policy consistent with the By-Laws as may be approved from time to time by the board of directors of the Corporation relating to the standards, rules, guidelines and values that govern and guide ethical business behaviour of the directors, officers, members and employees of the Corporation in respect of the fundamental principles, vision, mission and goals of the Corporation, the maintenance and preservation of the Corporation's high standards of professional integrity towards clients, colleagues, partners, Members and the general public and the interactions among such persons and entities;
- (f) **Corporation** means **OpenHW Group**, a federal not-for-profit corporation incorporated under the Act;
- (g) **Contribution** means the written submission, written disclosure or confirmation in writing of an oral submission or disclosure of any Licensable hardware or software technical information, design elements, source form, object form, proposed designs or improvements, recommendations, comments or other materials by a Member and/or its Affiliates to the Corporation, Technical Working Group or relevant technical subcommittee

for the sole purpose of consideration and adoption by the Corporation for inclusion in a Distribution including any such submission or disclosure or confirmation by email or text or posting on any Corporation website, online repository, server or other electronic transmission but excluding any submissions or disclosures that are conspicuously marked or otherwise designated by the owning Member as "Not a Contribution" or words of similar import;

- (h) **Copyrights** means collectively any and all copyrights, registered and unregistered, as well as applications for registration, including in and to works of authorship and all other rights corresponding thereto throughout the world, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof;
- (i) **Copyright License** is defined in Article 3 hereof;
- (j) **Distribution** means free and open-source hardware or software intellectual property and related technologies distributed by the Corporation;
- (k) **Hardware License** is as defined in Article 3 hereof;
- (l) **Intellectual Property Rights** means any and all rights in any intellectual property and intangible industrial property rights, including any and all Patents, Copyrights, Moral Rights, Trademarks, Trade Secrets, mask work rights, industrial rights, and database rights; and any and all rights similar, corresponding or equivalent to any of the foregoing anywhere in the world;
- (m) **Licensable** means, with respect to a Patent or a claim of a Patent which would be necessarily infringed by the use or sale of a Distribution, the ability (whether through ownership, license or otherwise) of the contributing Member to grant a License to the Corporation with respect to such Patent or claim without violating any law, rule, regulation or other legal obligation or breaching any agreement with a third party in existence at the time of such grant, and without the payment of other than de minimis royalties or other fees by Member to any unaffiliated third parties;
- (n) **License** and **Licenses** means each and all of the licenses granted by the Member or by the Corporation under Article 3 of this Agreement;
- (o) **Marketing Working Group** means the committee created to promote the development and adoption of the Corporation's free and open-source intellectual property and surrounding hardware and software throughout global and local communities
- (p) **Member** means the signatory to this Agreement, that has been accepted for membership in the Corporation;
- (q) **Members** means all Persons, regardless of membership class, who have executed an OpenHW Group Membership Agreement in the form of this Agreement and whose membership has not terminated pursuant to Section 5 of this Agreement, including Members who may become Members following the admission of the undersigned Member;
- (r) **Moral Rights** means any and all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" or any similar rights under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal or equitable theory;

- (s) **OpenHW Group Membership Agreement** means the membership agreement for participation in the OpenHW Group, as in effect and as amended from time to time, by Members and the board of directors of the Corporation;
- (t) **Patents** collectively means any and all domestic, international and foreign patents and utility models, patents pending, provisional and non-provisional patent applications, patents on file, and any and all divisions, foreign counterparts, continuations, continuations in part, reissues, continuing patent applications, re-examinations, substitutions or extensions thereof, and equivalent or similar rights anywhere in the universe in respect of inventions or discoveries;
- (u) **Person** means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or other entity;
- (v) **Regulations** means the regulations made under the Act as may be amended from time to time and every regulation that may be substituted therefor and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the regulations shall be read as references to the substituted provisions therefor in the new regulations;
- (w) **Software License** is as defined in Article 3 hereof;
- (x) **Technical Working Group** means the committee created to receive Contributions or other disclosures of any technical information, proposed designs or improvements, recommendations, comments and other materials with respect to the Corporation's free and open-source intellectual property and surrounding hardware and software;
- (y) **Trademarks** means trade names, trademarks and service marks (registered and unregistered), trade dress and similar rights, and applications to register any of the foregoing; and
- (z) **Trade Secrets** collectively means any and all trade secrets under applicable law and other rights in know-how and confidential or proprietary information, processing or manufacturing or technical information, and any and all documentation, data and/or databases related thereto.

## 1.2 Interpretation.

This Agreement shall, unless the context otherwise requires, be construed and interpreted in accordance with the following:

- (a) all terms contained and which are defined in the Act, the Regulations, or the By-laws shall have the meanings given to such terms in the Act, Regulations or By-laws;
- (b) words importing the singular number only shall include the plural and *vice versa*; and the word "**person**" shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number of aggregate of persons;
- (c) each of the parties has had this Agreement reviewed by its own legal counsel and no provision of this Agreement shall be interpreted or construed against any party because such party or its counsel was the drafter thereof;

- (d) notwithstanding any contrary provision of this Agreement, whenever the words “include,” “includes” or “including” or any other variation are used in this Agreement, such words shall be deemed to be followed by the words “without limitation”;
- (e) the headings used in the Agreement are inserted for reference purposes only and are not to be construed or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions; and
- (f) if any of the provisions contained in the Agreement are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act, as the case may be, shall prevail.

The term “**contracts, documents or instruments in writing**” as used in this Agreement shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

## **Article 2 - MEMBERSHIP**

### 2.1 Membership.

Subject to the terms and conditions of this Agreement and the By-laws, Member agrees to be a Member of Corporation with the rights and obligations set forth in this Agreement and the By-laws. Member has reviewed, hereby approves and agrees to abide by the terms of this Agreement and the By-laws. The membership classification of Member is as set forth in this Agreement and confirmed in writing by the Corporation.

### 2.2 Support for OpenHW Group Purpose

During the term of its membership in the Corporation, Member is expected to support the Specific Purpose of the OpenHW Group as defined in the Articles and By-laws of the Corporation.

### 2.3 Use of Name

Member may publicly disclose that it is a Member of the Corporation. However, Member may not identify any product or service as being sanctioned by, sponsored by or authorized by the Corporation unless in accordance with policies and procedures which may be established by the Corporation. The Corporation has the right, for identification purposes, to include Member’s name and corporate logo in any lists of Members published by the Corporation and to announce that Member is a member of the Corporation and also to use the Member’s name and logo in promotional programs as determined by the Marketing Working Group.

### 2.4 Membership Annual Dues and Obligations

As established in the Articles and the By-laws of the Corporation, there shall be four classes of membership in the Corporation: (1) Platinum Member; (2) Gold Member; (3) Silver Member; (4) Supporter Member. The following shall be the rights, privileges, restrictions and conditions of each membership class in the Corporation:

- (a) **Platinum Member** A Platinum Member shall pay the annual membership dues and provide full-time-equivalent active contributors (AC) developers / engineers as shown in table 2.4-1. Platinum Members are entitled to cast one vote on any matter presented to the Members

(including the election of directors). An employee of a Platinum Member is eligible for board-seat elections and to serve as Chair or Vice Chair of committees;

- (b) **Gold Member** A Gold Member shall pay the annual membership dues and provide full-time-equivalent active contributors (AC) developers / engineers as shown in table 2.4-1. Gold Members are entitled to cast one vote on any matter presented to the Members (including the election of directors). An employee of a Gold Member is eligible to serve as Chair or Vice Chair of committees;
- (c) **Silver Member** A Silver Member shall pay the annual membership dues and provide full-time-equivalent active contributors (AC) developers / engineers as shown in table 2.4-1. Silver Members are entitled to cast one vote on any matter presented to the Members (including the election of directors); and
- (d) **Supporter Member** A Supporter Member shall pay the annual membership dues as shown in table 2.4-1 (no requirement for full-time-equivalent active contributors (AC) developers / engineers). Supporter Members are entitled to cast one vote on any matter presented to the Members (including the election of directors).



(e) Table 2.4-1 Membership Annual Dues & Obligations

<b>Annual Revenues &amp; # of Employees</b>	<b>Platinum \$/ (ACs)</b>	<b>Gold \$/ (ACs)</b>	<b>Silver \$/ (ACs)</b>	<b>Supporter</b>
> \$3 billion or > 5000 employees	\$250K / (3)	\$125K / (2)	\$75K / (1.5)	\$75K
< \$3 billion or < 5000 employees	\$200K / (2.5)	\$100K / (2)	\$50K / (1.5)	\$50K
< \$1 billion or < 2000 employees	\$150K / (2)	\$75K / (1.5)	\$37.5K / (1)	\$37.5K
< \$500 million or < 1000 employees	\$100K / (1)	\$50K / (1)	\$25K / (1)	\$25K
< \$100 million or < 500 employees	\$50K / (1)	\$25K / (1)	\$10K / (1)	\$10K
< \$10 million or < 100 employees	\$25K / (0.5)	\$10K / (0.5)	\$5K / (0.5)	\$5K
< \$1 million or < 10 employees	\$10K	\$5K	\$1K	\$1K
Govt, Govt agencies, NGOs, etc.	\$25K	\$10K	\$5K	\$5K
Academic, Research or Publishing Organizations, etc	\$10K	\$5K	\$1K	\$1K

## 2.5 Non-Binding Membership Commitment

In order to further the Specific Purpose of the Corporation, as defined in the By-laws, Member intends to make, on a reasonable-efforts basis, a minimum 3-year term commitment for membership in the Corporation. The Corporation and Member both recognize and acknowledge this section 2.5 is non-binding.

## 2.6 Eclipse Foundation Solutions Membership

All Platinum, Gold and Silver level OpenHW Group memberships, (excluding Supporter level), also include a Solutions level membership in the Eclipse Foundation. For Members other than Supporter level Members,

the Eclipse Foundation Membership Agreement, is incorporated herein by reference in its then-current form ([https://www.eclipse.org/membership/become\\_a\\_member](https://www.eclipse.org/membership/become_a_member))

- (a) If Member is not a Supporter level Member and is not currently party to a membership agreement with the Eclipse Foundation, then Member:
  - (i) accepts and agrees to all of the terms and conditions of the Eclipse Foundation Membership Agreement and all such terms and conditions of the Eclipse Foundation Membership Agreement are incorporated by reference and operate in this Agreement herein as if they were expressly set forth herein; and
  - (ii) agrees to participate in Eclipse Foundation at the Solutions membership level; and
  - (iii) acknowledges that Member is not required to pay additional fees directly to Eclipse Foundation for its Eclipse Foundation membership, but rather that Eclipse Foundation membership fees will be paid by the Corporation on its behalf while this agreement is in effect.
- (b) Member agrees to remain a Solutions level member of the Eclipse Foundation while this Agreement is in effect so long as Member is either a Platinum, Gold or Silver level Member.

## 2.7 Member Expenses

Member will bear its own costs and expenses for its participation in the Corporation, such as travel, employee compensation, and incidental expenses.

## 2.8 Antitrust Policies

Member agrees to comply with all applicable antitrust and unfair competition and other competition laws pertaining to Member's participation in the Corporation. Nothing in this Agreement will be construed to require or permit conduct that violates any antitrust or unfair competition or other competition laws in any applicable jurisdiction.

# **Article 3 - INTELLECTUAL PROPERTY LICENSES**

## 3.1 Contributions

Member may but is not required to make Contributions on behalf of itself and its Affiliates and Member acknowledges that the Corporation including any committee or subcommittee is not required to incorporate the Contribution or any part thereof into the Corporation's Distributions. Member represents and warrants that to the best of its actual knowledge Member has the necessary rights to provide Contributions if, as and when provided. All Contributions made by Member shall be subject to the Licenses and the other provisions of this Article 3.

## 3.2 Hardware License

Member hardware Contributions, if any, shall be licensed under the Solderpad Hardware License, Version 2.0 (<https://solderpad.org/licenses/SHL-2.0/>). For the avoidance of doubt, all sections of the Solderpad Hardware License, Version 2.0 are included and are not optionally applicable. Unless required by applicable law or agreed to in writing, Member hardware Contributions are provided on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

### 3.3 Software License

Member software Contributions, if any, shall be licensed under the Apache License, Version 2.0 (<http://www.apache.org/licenses/LICENSE-2.0>) or under the Eclipse Public License, Version 2.0 (<https://www.eclipse.org/legal/epl-2.0/>) and in accordance with the Eclipse Intellectual Property Policy, effective 19 June 2019 ([https://www.eclipse.org/org/documents/Eclipse\\_IP\\_Policy.pdf](https://www.eclipse.org/org/documents/Eclipse_IP_Policy.pdf)). Unless required by applicable law or agreed to in writing, Member software Contributions are provided on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

### 3.4 Copyright License

Member on behalf of itself and its Affiliates further agrees to and hereby grants to Corporation and its successors and permitted assigns a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, non-transferable, non-assignable and sublicensable right and license throughout the world to copy, reproduce, distribute, display, perform (whether publicly or otherwise), prepare derivative works from, improve, modify, adapt and/or otherwise exploit any copyrightable matter, materials or other works constituting part of the Contribution made by Member and incorporated into a Distribution.

### 3.5 No Suit or Proceeding

Solely with respect to Member's Intellectual Property Rights embodied in a Contribution made by such Member and which are subsequently incorporated into a Distribution, Member shall not, and shall ensure that any of its Affiliates do not file, institute, voluntarily participate in or threaten in writing to bring (in the form of a cease and desist letter or otherwise) any litigation or other adversarial proceeding in any jurisdiction at any time against any of (i) the Corporation, or (ii) the Eclipse Foundation, or (iii) other Members or their Affiliates, or (iv) any user of the Distributions who has entered into, is in compliance with, and is a licensee of the Distribution under the Licenses and other provisions of this Article 3.

### 3.6 Survival

Notwithstanding any contrary provision hereof, all rights to Contributions and other rights granted to the Corporation by Member hereunder on its own behalf or on behalf of any Affiliate prior to the termination or expiration of this Agreement or the termination of the membership of Member in the Corporation shall survive such termination or expiration hereof or such termination of membership and continue in full force and effect.

## **Article 4 - INFORMATION DISCLOSURE**

### 4.1 Published Information

The OpenHW Group is a free and open source software and hardware organization whose project communities publish collaboratively developed software and hardware publicly. All Contributions (including technology protected or not by patent) made by undersigned Member will be made accessible on a Corporation server and are effectively considered as disseminated to the interested public without restriction. All information contained in Member's Contributions, documents, meeting minutes, exchanges, discussions and emails that are distributed by Member for public consumption at Corporation meetings or to Corporation committees, will be made available to the interested public without restrictions.

In addition, Members remain responsible for ensuring their Contributions do not include controlled software or technology or other information that is subject to export control laws and regulations in any applicable jurisdictions, including but not limited to U.S. Export Administration Regulations (15 CFR Chapter VII, Subchapter C, Parts 730-744, EAR).

## **Article 5 - TERM AND TERMINATION**

### 5.1 Term

The Agreement will remain in full force and effect until terminated in accordance with Article 5.2 below or all the Corporation memberships have otherwise been terminated.

### 5.2 Termination of Membership.

The membership of Member will terminate upon the occurrence of any of the following events:

- (a) Member terminates its membership in the Corporation by providing written notice to the Corporation;
- (b) Any material breach of this Agreement by the undersigned Member or any Affiliate, not fully cured within thirty (30) days after written notice of breach by the Corporation to Member; or
- (c) Such additional grounds as then provided in the By-laws.

## **Article 6 - NO WARRANTIES; LIMITATION OF LIABILITY**

### 6.1 NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL CONTRIBUTIONS AND DISTRIBUTIONS PROVIDED OR RELEASED HEREUNDER ARE PROVIDED AND RELEASED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 6.2 LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO BREACH OF SECTION 3.5 (No Suit or Proceeding), IN NO EVENT WILL MEMBER, ANY AFFILIATE OF MEMBER OR THE CORPORATION BE LIABLE TO EACH OTHER OR ANY OTHER MEMBERS, ANY AFFILIATES OF OTHER MEMBERS OR THE CORPORATION FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES FROM LOST PROFITS RELATING TO OR IN CONNECTION WITH THE DISTRIBUTIONS OR THE OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF MEMBER, MEMBER AFFILIATE OR THE CORPORATION FOR ANY MISAPPROPRIATION, INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

## **Article 7 - OTHER PROVISIONS**

### 7.1 No Transfer

Member may not transfer, assign, delegate or sublicense this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of the Corporation. Any purported transfer, assignment, delegation or sublicense without such consent will be null and void. Notwithstanding the foregoing Member may transfer assign, delegate or sublicense this Agreement and its rights and obligations hereunder without consent from the Corporation to any of its Affiliates or to any successor to all

or substantially all of its business unit which concerns this Agreement. Member shall inform the Corporation of any such transfer within sixty (60) days of the transfer effective date. The Corporation may transfer, assign and delegate this Agreement and all of its rights and obligations hereunder in connection with the merger or consolidation or transfer of all or substantially all of the assets of the Corporation to any successor entity provided that the assigns, successors or any controlling party of Corporation after merger or consolidation agree to be subject to the terms and conditions of this Agreement.

## 7.2 Notice and Representative

All notices permitted or required under this Agreement must be in writing and must be sent to the address of the recipient party stated on the signature page, or such other address as the recipient party may designate by notice given in accordance with this Section. Member designates the representative identified in the signature page for the purpose of receiving notices under this Agreement. Member may change the designated representative and the address of such representative by written notice to the Corporation. If Member fails to designate a representative, notice may be sent to Member at its address stated on the signature page. Any notices made under this Agreement may be delivered by hand, by overnight courier, by electronic mail or by first class prepaid mail, addressed to Member's designated representative or to the Corporation at the addresses provided on the signature page, and such notices will be deemed delivered (i) if sent by hand or electronic mail, at the time of delivery; (ii) if sent by overnight courier, on the next business day after the date of delivery to the courier with evidence of delivery from the courier; and (iii) if sent by first class prepaid mail, three (3) business days after the date of mailing.

## 7.3 No Joint Venture

Nothing contained in this Agreement and no action taken by any Member or the Corporation will be deemed to render the Member or its Affiliates an employee, agent or representative of the Corporation or any of the other Members or their Affiliates, or will be deemed to create a partnership, joint venture or syndicate among or between any of the Members or their Affiliates or with the Corporation.

## 7.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written between the parties with respect to such subject matter.

## 7.5 Governing Law

All matters arising from or relating to or in connection with this Agreement will be governed by and construed under, and the legal relations among the parties hereto will be determined in accordance with, the laws of the Province of Ontario, Canada, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

## 7.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then that provision will be enforced to the maximum extent permissible in conformance with the intent of the parties, and the remaining provisions will remain in full force and effect.

## 7.7 Amendments

This Agreement may be amended in accordance with the requirements of the By-laws; however, in order for an amendment to be valid, it shall be in writing and signed by an authorized representative of each party.

## 7.8 Waivers

The waiver by any party of a breach of any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

## 7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Any signed copy of this Agreement made by reliable means (e.g., photocopy, electronic scan or facsimile) shall be deemed to be an original copy for purposes hereof.

## 7.10 Authority

Each of the parties represents and warrants that such party has the legal power and authority to enter into and perform its obligations under this Agreement, and that this Agreement has been executed and delivered by its duly authorized officer or employee or representative, and that when executed and delivered this Agreement will constitute a valid and binding obligation of such party, and where expressly indicated, its Affiliates, and will be enforceable against such party, and where expressly indicated, its Affiliates, in accordance with its terms.

**Article 8 -  
SIGNATURES and ADDRESSES**

This Agreement shall be effective when it is signed by both parties.

<b>MEMBER</b> By: _____ Printed Name: _____ Title: _____ Company: _____ Address: _____ Address: _____ Phone Number: _____ e-mail Address: _____	<b>MEMBER Notices (if different)</b> Printed Name: _____ Title: _____ Company: _____ Address: _____ Address: _____ Phone Number: _____ e-mail Address: _____
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Membership Level (Check one – refer Article 2 hereof):

\_\_\_\_\_ Platinum \_\_\_\_\_ Gold \_\_\_\_\_ Silver \_\_\_\_\_ Supporter

OpenHW Group

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

ACCEPTED AND CONFIRMED AS TO THE

FOLLOWING MEMBERSHIP LEVEL: \_\_\_\_\_