



NAMC Member Agreement

1. Applicant hereby applies for membership in The National Advanced Mobility Consortium, Inc. (NAMC). Applicant acknowledges that its authorized representative has received and reviewed this Membership Agreement, and the NAMC Bylaws, including reference documents, if any. Applicant agrees to comply with all provisions in those documents, which are incorporated into and made part of this Application and Agreement by reference. Applicant acknowledges that the NAMC may amend the documents from time to time in the best interests of the NAMC and/or its Members. Applicant will be notified of any material changes in those documents and have an opportunity to object to such change. Applicant agrees to abide by the requirements and provisions set forth by the Joint Certification Program (JCP) in the DD2345 form and agrees to maintain their DD2345 form for the duration of their membership with the NAMC.
2. Applicant, by signing this Application and Agreement, warrants and represents that the information in the application is a complete, true and a correct statement of Applicant's organizational structure and affiliations as of the date of signing.
3. **Qualifications For Membership.** The qualifications to become a member in this Consortium (a "Member") are as follows: Any for-profit corporation, nonprofit corporation, educational institution, or other enterprise or individual that is (i) supportive of this Corporation's purpose, (ii) deemed reasonably appropriate by the Corporation's Board of Directors (the "Board"), (iii) not barred from contracting with or receiving funds from the U.S. Government, (iv) validly registered with the U.S. Defense Logistic Agency's Joint Certification Program or such other applicable governmental registry as may be specified by the Corporation and (v) not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws is qualified to become a Member of the Corporation. The Membership application requires the Applicant to be a U.S. based organization, contribute to a minimum of one (1) of the technology areas specified in the DAI OTA, and to submit an active DD2345 with the application.
4. Applicant agrees that this Application and Agreement will become a binding membership contract between Applicant and the NAMC upon acceptance by the NAMC Board of Directors and payment of assessed dues. The NAMC Board of Directors has the right to accept or reject Applicant in its sole discretion if the NAMC Board of Directors determines in good faith that Applicant does not meet the membership requirements. Upon acceptance of Applicant as a Member in Good Standing of the NAMC, Applicant agrees that all actions of Applicant's representatives participating in NAMC meetings and other activities will be binding on Applicant.
5. **Applicant agrees to remain a Member in Good Standing of the NAMC for a minimum of one (1) year and to timely pay its annual dues in U.S. dollars as invoiced. Unless Applicant indicates in writing to the NAMC its intention to resign at the end of the then current one (1) year period, Applicant's membership contract will automatically renew for an additional one**



6. (1) year period upon the invoicing and payment of Applicant's annual dues for such renewal period. Members must attend at least one General or Annual Membership Meeting per year or attend at least one NAMC-sponsored event to maintain a Member in Good Standing Status.
7. If Applicant is a U.S. corporation with subsidiaries or affiliates, in accordance with the NAMC Bylaws, Applicant's membership will include its wholly-owned and controlled and majority-owned and controlled U.S. subsidiaries, provided that this Application and Agreement is signed by an Officer of Applicant who has been authorized to sign on behalf of and bind Applicant's eligible subsidiaries by resolution of each subsidiary's Board of Directors.
8. If Applicant is accepted as a Member in Good Standing of the NAMC, the membership is not assignable to any third party, other than Applicant's current parent U.S. corporation, including, without limitation, any entity which purchases all or substantially all of the assets of Applicant or obtains a majority of controlling interest in Applicant, unless prior written consent of the NAMC is obtained.
9. If awarded a contract, Applicant agrees to maintain any required certifications or standards laid out in the contract.
10. If Applicant is accepted as a Member in Good Standing of the NAMC, Applicant hereby authorizes the NAMC and/or its attorneys to notify, file and review on its behalf all required notices and filings subject to the National Cooperative Research and Production Act of 1993 or other appropriate laws and regulations.
11. Applicant or subsidiaries with Full Membership privileges agrees to provide proof of the required facility and personnel clearance prior to award of any classified project activity.
12. Applicant agrees that all actions taken by it as a Member in Good Standing will be performed by a duly authorized representative of Applicant. Applicant acknowledges that it has caused this Application and Agreement to be signed by its duly authorized representative.

