

**RUST FOUNDATION  
MEMBERSHIP AGREEMENT**

**Applicant**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Company Representative**

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

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

Email address: \_\_\_\_\_

**Membership Term**

Applicant commits to \_\_\_\_ years of membership in the Foundation. The initial membership term will start the date of execution of this Agreement and continue for 12 months from that date. Unless otherwise agreed by the Foundation, the first year's dues will be due and payable upon execution of this Agreement and the second year's fees will be due and payable 12 months from the execution date.

All membership privileges will commence upon the date of execution of this Agreement. Except as provided above or otherwise agreed, all fees will be due within thirty days of receipt of an invoice and subject to the Rust Foundation's Good Standing Policy as found in the Bylaws.

Membership will renew automatically unless the Member delivers written notice of non-renewal to the Rust Foundation a minimum of 30 days prior to the expiration of its initial membership term.

## **Membership Class**

Please select your desired membership class below.

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Notes:

For Silver membership fee level, please refer to your “consolidated employee headcount” for the preceding fiscal year. Consolidated employee headcount means the combined headcount for your company and all Subsidiaries and Related Companies, as each term is defined in the Rust Foundation Bylaws.

Platinum membership is limited by Rust Foundation’s Bylaws. Agreements for Platinum membership will not be accepted or assured of an immediate board seat if all Platinum seats are occupied or otherwise limited by the total board size.

## **Use of Member Trademarks**

The Foundation shall display Applicant’s name and logo on the membership page of the Foundation’s website. The Foundation may also display Applicant’s name and logo on other materials solely to indicate Applicant’s membership in the Foundation. In each case, Applicant’s marks will be displayed in a consistent manner to other members of the same class. Any use of Applicant’s marks other than those authorized above shall be subject to Applicant’s prior written approval. Each use of Applicant’s logo shall be subject to the Applicant’s then-current trademark usage guidelines.

*Please forward your logo to us so that we can include it on the membership page of our website.*

## **Governing Law and Forum**

This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the Court of Chancery in the State of Delaware (or, if the Court of Chancery does not have jurisdiction, in the Superior Court of the State of Delaware or the federal district court for the District of Delaware). Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **Applicant Acknowledgement**

By signing below, the applicant acknowledges and agrees that, when signed and accepted by the Rust Foundation, this application represents a binding contract between the parties and commits the applicant to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors, and (ii) comply with all the terms and conditions of Rust Foundation's By-laws and such rules and policies as the Board of Directors and/or committees may from time to time adopt. If applying for Silver membership, the applicant certifies that it has accurately stated its total, consolidated headcount in calculating the fees payable with respect to the Membership class, which it has selected above.

The Rust Foundation may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of Rust Foundation. Accordingly, the undersigned hereby appoints such person who shall be the Chairperson or acting Chairperson of the Rust Foundation as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the undersigned's membership in Rust Foundation, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of Rust Foundation and on behalf of the undersigned as a member of Rust Foundation indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of Rust Foundation and on behalf of the undersigned as a member of Rust Foundation, and (4) authorize and direct other officers of, and/or counsel to Rust Foundation, to do any of the foregoing acts. Rust Foundation will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

*This document is provided as an example only. Please do not sign – instead, contact the Rust Foundation to start the process of becoming a member.*

*Note for legal teams: This agreement is a standard set of terms and conditions that applies to all members. We generally avoid making changes to it at Silver membership level. For Gold or Platinum, happy to discuss your requests.*

Applicant Authorization: _____	Accepted: _____
_____	RUST FOUNDATION
_____	_____
Signature _____	Signature _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____