



# Membership Application

## Organizational Information

Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	URL:
State of Province of Incorporation or Establishment:		Volume (USD) Sales for Recent Year:
Unique Entity ID (UEI)		Size of Company: (# of employees)

## Nontraditional Defense Contractor

Nontraditional defense contractor means an entity that is not currently performing and has not performed any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement (10 U.S.C. 3014). <https://www.acquisition.gov/dfars/202.101-definitions>

Are you a Nontraditional Defense Contractor?

If you have an current Military Critical Technical Data (DD2345) agreement in place, please attach that paperwork to this document using the button below.

Attach DD2345

## Contact Information

Primary Contact (Authorized Representative)	Secondary Contact (Backup contact)	Financial Contact (Invoicing purposes)
Name:	Name:	Name:
Title:	Title:	Title:
Phone:	Phone:	Phone:
Email:	Email:	Email:

## About Organization (for NCMS approval process)

## Membership Section: (check only one)

For more information about NCMS membership types, please visit <https://www.ncms.org/membership/>

Community Partnership Member

Collaborative Partnership Member

<b>NCMS AUTHORIZED OFFICIAL</b>
Received:
Reviewed:
Approved:

**Membership Agreement**

1. Applicant hereby applies for membership in the NCMS. Applicant acknowledges that its authorized representative has received and reviewed the NCMS Policies and Procedures and the NCMS Intellectual Property Rights Policy. NCMS Bylaws will be provided to NCMS members upon request. 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 NCMS may amend the documents from time to time in the best interests of the NCMS. Applicant will be notified of any material changes in those documents and have an opportunity to object to such changes.
2. Applicant, by signing this Application and Agreement, warrants and represents that the information in the Member Information Statement attached as part hereof is a complete, true and correct statement of Applicant’s organizational structure and affiliations as of the date of signing. Applicant further warrants and represents that Applicant meets all of the requirements of an “Active Member” set forth in the NCMS Bylaws. Applicant agrees to disclose immediately to the NCMS any changes affecting Applicant’s representation that it meets all the requirements of an Active Member.
3. Applicant agrees that this Application and Agreement will become a binding membership contract between Applicant and the NCMS upon acceptance by the NCMS Board of Directors and payment of assessed dues. The NCMS Board of Directors has the right to accept or reject Applicant in its sole discretion if the Board of Directors determines in good faith that Applicant does not meet the membership requirements contained in the NCMS Bylaws. Upon acceptance of Applicant as an Active Member of the NCMS, Applicant agrees that all actions of Applicant’s representatives participating in NCMS meetings and other activities will be binding on Applicant.
4. Applicant agrees to remain an Active Member of the NCMS for a minimum of one (1) year and to timely pay all annual dues in U.S. dollars as assessed. Unless Applicant indicates in writing to the NCMS

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 (1) year period upon the invoicing and payment of Applicant’s annual dues for such renewal period.

5. If Applicant is a parent corporation, Applicant’s membership will include its wholly-owned and controlled and majority owned and controlled subsidiaries, throughout the world, 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. If Applicant is located and established or located and incorporated in a country other than the United States, Applicant hereby submits to the jurisdiction of the federal, state, and local laws of the United States in any litigation involving the NCMS or the NCMS Board of Directors.
6. If Applicant is accepted as an Active Member of the NCMS, the membership is not assignable to any third party, including, without limitation, Applicant’s parent corporation, or 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 NCMS is obtained.
7. If Applicant is accepted as an Active Member of the NCMS, Applicant hereby authorizes the NCMS 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. Applicant agrees that all actions taken by it as an Active Member will be performed by a duly-authorized representative of Applicant.
8. Applicant acknowledges that it has caused this Application and Agreement to be signed by its duly-authorized representative.

I have read and agree to the terms of this Membership Agreement

<b>Authorized Applicant Signature:</b>		
Signature:	Title:	Date: