

# 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

### Authorized Applicant Signature:

Signature:

Title:

Date:



# Bilateral Nondisclosure Agreement

NATIONAL CENTER FOR MANUFACTURING SCIENCES, INC., a not-for-profit Delaware corporation with an office and place of business at 3025 Boardwalk Drive, Ann Arbor, Michigan 48108 ("NCMS") and \_\_\_\_\_, with an office and place of business \_\_\_\_\_ ("COMPANY") hereby agree as follows:

Each party hereto possesses certain information and material it considers confidential and/or proprietary ("Information"), which it, nevertheless, agrees to disclose to the other. The receiving party recognizes that such Information constitutes special, unique, and valuable property of the disclosing party, that the disclosing party desires to maintain and ensure the confidentiality of such Information, and that the disclosing party may be irreparably harmed if such Information is made public. Accordingly, all such Information made available to the receiving party pursuant to this Agreement, either orally or in writing, directly or indirectly, shall be kept confidential and shall be subject to the following:

1. Information shall be used for the purpose of discussing and exchanging information related to current and future project initiatives, program activities and details, internal processes and/or documents, not covered by a separate agreement ("Purpose").
2. Information disclosed in writing must be conspicuously marked with a "Confidential" or similar legend. Information first disclosed orally or visually must be identified as confidential at the time of disclosure and followed by a subsequent reduction to documentary form and submission to the recipient within thirty (30) days of the date of the initial disclosure.
3. The receiving party shall not disclose any Information to any third party without the prior written consent of the disclosing party.
4. The receiving party shall not use the Information for its own use or commercial purposes.
5. Any tangible Information which is made available to the receiving party under this Agreement shall not be copied or duplicated in any form or manner and shall be returned immediately to the disclosing party upon request.
6. The foregoing obligations of confidentiality shall apply for a period of three (3) years from the date of disclosure. Such obligations of confidentiality shall not apply to the following:
  - a. Information known by the receiving party prior to the date of its disclosure hereunder or developed by the receiving party by personnel not having access to Information.
  - b. Information which is or becomes public or available to the general public other than through any act or default of the receiving party.
  - c. Information obtained from a third party who is in lawful possession of same and who did not acquire same directly or indirectly from the disclosing party under an obligation of confidence.
  - d. Information disclosed pursuant to judicial order.
7. In the event that the receiving party shall have knowledge of any breach of the confidentiality of, or the misappropriation of, any Information, such party shall promptly give notice thereof to the other, which shall, without limitation of any other remedies to which it may be entitled by law, be entitled to injunctive relief, to enforcement of specific performance and to damages in the event of any violation of this Agreement.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without regard to any conflicts of law provisions thereof.
9. This Agreement shall expire three (3) years from the date last signed below. Section 6 shall survive termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date and year written below.

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National Center for Manufacturing Sciences, Inc.