



# Membership Application and Agreement

## ***Prospective Members***

This Application is made by the signing organization ("Applicant") to the Robotics Technology Consortium Inc. ("RTC") as of the date of signing by Applicant.

*All pages must be completed. Please return to the Attention of Cindi Bousley.*

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Applicant Company Name

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Signature

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Title

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Date

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RTC Signature

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Title

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Date

# Membership Agreement

1. Applicant hereby applies for membership in the RTC. Applicant acknowledges that its authorized representative has received and reviewed this Membership Agreement, the latter of the most recent draft version or the executed version of the Section 845 Other Transaction Agreement between the RTC and the Government, and the RTC Bylaws, the Policies and Procedures, if any, and any other supporting documents referenced therein. 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 RTC may amend any one or more of the documents from time to time in the best interests of the RTC Members and that as an RTC member Applicant agrees to comply with the RTC's Bylaws and Policies and Procedures, as established and amended from time to time, and the Section 845 Other Transaction Agreement as finally executed. Applicant will be notified of any material changes in those documents and have an opportunity to object to such changes. Applicant further agrees that as an RTC member it will comply with all applicable U.S. laws, rules and regulations, including U.S. Antitrust and Export Control laws.

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 current, 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 a "Member in Good Standing" set forth in the RTC Bylaws. Applicant agrees to disclose immediately to the RTC any changes affecting Applicant's representation that it meets all the requirements of a Member in Good Standing.

3. Applicant agrees that this Application and Agreement will become a binding membership contract between Applicant and the RTC upon acceptance by the RTC Executive Committee and Applicant's payment of assessed dues. The RTC Executive Committee has the right to accept or reject Applicant in its sole discretion if the RTC Executive Committee determines in good faith that Applicant does not meet the membership requirements contained in the RTC Bylaws. Upon acceptance of Applicant as a Member in Good Standing of the RTC, Applicant agrees that all actions of Applicant's representatives participating in RTC meetings and other activities will be binding on Applicant.

4. Applicant agrees to remain a Member in Good Standing of the RTC for a minimum of one (1) year and to timely pay the initial fee and all annual dues in U.S. dollars as assessed. Unless Applicant indicates in writing to the RTC its

intention to resign at the end of the Applicant's then-current membership period, Applicant's 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. Members must attend at least one General Membership Meeting per fiscal year to maintain Member in Good Standing Status.

5. As required by the U.S. Government under the Section 845 Other Transaction Agreement, membership in the RTC shall only be granted to U.S. companies, firms, organizations, institutions or other entities organized or existing under the laws of the United States, its territories, or possessions (as defined in Section 120.15 of International Traffic in Arms Regulations, 22 CFR § 120 et. seq. (ITAR)). Membership to any agency or instrumentality of a foreign government and companies, firms, organizations, institutions, or other entities not organized or existing under the laws of the United States (as defined in Section 120.16 of the ITAR) shall be granted on a case by case basis at the sole discretion of the Corporation upon a request of the U.S. Government. If Applicant is a corporation with subsidiaries or affiliates, in accordance with the RTC Bylaws, Applicant's membership will include its wholly-owned and controlled and majority-owned and controlled U.S. subsidiaries and affiliates who qualify as a U.S. person under Section 120.15 of the ITARS. Any other subsidiaries or affiliates may not participate in the RTC unless and to the extent approved by the Board upon a request by the U.S. Government. Application and Agreement shall be 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.

6. If Applicant is accepted as a Member in Good Standing of the RTC, 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 or controlling interest in Applicant, unless prior written consent of the RTC is obtained which shall not be unreasonably withheld.

7. If Applicant is accepted as a Member in Good Standing of the RTC, Applicant hereby authorizes the RTC 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 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.

# Member Information Statement

## Prospective Members

Attach additional sheets if necessary.

### Legal Entity Name:

(as it appears on the records of the state or province of incorporation)

### Division or Business Unit Name (if applicable):

#### Entity is a: (Check all that apply)

- Academic Research Institution     Sole Proprietorship  
 Non-Profit or Not-for-Profit Organization  
 Large for-Profit Corporation  
 Small Business (SBIR Guidelines and Definitions)  
    \_\_\_ Small Disadvantage Business (SDB)    \_\_\_ 8A Small Disadvantaged Business (8ASDB)  
    \_\_\_ Women Owned Small Business (WOSB)    \_\_\_ Hub Zone Small Business (HZSB)  
    \_\_\_ Veteran Owned Small Business (VOSB)    \_\_\_ Service Disabled Veteran Owned Small Business (SDVOSB)

#### Division or Business Unit is a: (Check one)

- Traditional Defense Contractor     Non-traditional Defense Contractor\*\*

\*\* A business that normally does not do Federal Government contract work. Per Federal Register: August 27, 2002 (Volume 67, Number 166, 32 CFR Part 3). For purposes of this application, non-traditional contractor status shall be determined based on whether applicant, one year prior to becoming a member of the RTC, entered into or performed on:

(1) Any contract that is subject to full coverage under the cost accounting standards prescribed pursuant to Section 26 of the Office of Federal Procurement Policy Act (41 U.S.C. 422) and the regulations implementing such section; or

(2) Any other contract in excess of \$500,000 to carry out prototype projects or to perform basic, applied, or advanced research projects for a Federal agency, that is subject to the Federal Acquisition Regulation.

### Principal Corporate Office:

Address

Phone

Fax

Web site

## Entity Information

\* A United States subsidiary or parent corporation is a corporation incorporated under the laws of a state of the United States which is not owned or controlled, directly or indirectly, by persons who are not citizens of the United States or by corporations, partnerships or proprietorships that are not corporations, partnerships or proprietorships of the United States. Corporations that are not located and incorporated in the United States and compliant with the ITAR definitions of being a U.S. company or entity are not eligible to become RTC members or participate in the activities and workings of the RTC.

### State of incorporation or establishment

### Names of all parent corporations (if applicant is a subsidiary or affiliate of another entity)

### Names of all U.S. subsidiaries to participate in the activities and workings of the RTC\*

### Names of all other than U.S. subsidiaries if Applicant requests consideration for Board Exemption to permit participation of such entities in the activities and workings of the RTC\*

### Applicant's volume (U.S. \$) of revenue for most recent fiscal year:

- < \$5 Million                       \$5M - \$25M  
 \$25M - 100M                       > \$100M

# Designated Points of Contact:

## Key Contact *(for official/policy communications)*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Primary Technical Contact

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Legal/Contractual Contact

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Financial/Accounting Contact

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

### Nature of Applicant's business:

Provide a brief description of the nature of the Applicant's business.  
(Please attach any additional sheets as may be necessary)

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Applicant UGV Technology Capabilities Survey *(Check all that apply)*

- Enabling Technologies
  - Power
  - Materials
  - Mobility
- Human Control & Interaction Technologies
- Collaborative Behavior Technologies
- Manipulator Development & Integration
- Payload Development & Integration
  - EOD Tools
  - RSTA
  - CBRNE
  - Weapons
  - Other(s) \_\_\_\_\_
- System Integration, Engineering & Mfg. Research & Development
- Life Cycle, Logistics, Training & Support Dev.
- Other(s) \_\_\_\_\_
- Digital Technology
- Communications
- Sensors (for UGV Navigation)
- Autonomous Navigation & Control Technologies
- Interoperability Technologies
- Platform Development & Integration
- Standards, Safety & Testing Research & Development