



IDPRO

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IDPro Membership Agreement

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IDPro, Inc. is a Delaware incorporated non-stock, non-profit corporation.

15 IDPro Membership Agreement

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17 Preamble

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19 In consideration of all the individuals and organizations entering into IDPro Membership agreements in
20 identical form, and of all future parties who wish to participate as Members entering into such an IDPro
21 Membership Agreement (“Agreement”) as a condition of becoming Members, such that all Members
22 shall be regarded as parties to a single instance of this Agreement as applicable under relevant law, such
23 as third party beneficiary and professional association organizations law, each Member agrees to the
24 following.

25

26 1 Mission Statement

27

28 IDPro (“Association”) exists to globally foster ethics and excellence in the practice and profession of
29 digital identity by a) helping to define, support, and improve the digital identity profession, facilitating
30 opportunities for identity practitioners to interact with, learn from, and give back to their professional
31 community, b) enabling identity technology and service providers to interact with identity professionals
32 in thoughtful, respectful, and valuable ways, c) providing a collective voice for the digital identity and
33 access management industry to policy makers, d) developing a body of knowledge for the edification of,
34 and education of identity practitioners at all career levels, and e) ensuring the disciplines of digital
35 identity and access management are globally seen as vital and vibrant counterparts to privacy and
36 information security.

37

38 2 Definitions

39 Capitalized terms used in this Agreement shall have the following definitions and meanings:

40

41 “**Admission Date**” is the date by which conditions (agreement and membership fee) of membership have
42 been met.

43

44 “**Agreement**” and “**Membership Agreement**” refers to this Agreement which includes by reference the
45 Articles of Association, the Bylaws, the Code of Conduct, the IPR Policy and other such policies as may
46 be adopted by the Board from time to time.

47

48 “**Association**” refers to IDPro or IDPro, Inc.

49

50 “**Board**” refers to the collective entity of duly appointed Directors on the Board of Directors.

51

52 “**Champion**” means an organization that has applied for, and joined the Association as a member at the
53 Corporate Champion level (large, small, or sole-trader).

54

55 “**Confidential Information**” means: (i) with regard to Confidential Information of a Member,
56 Contributions that are provided in tangible form and are clearly marked as “Confidential” or if disclosed
57 orally that are clearly identified as “Confidential” at the time of disclosure or within thirty (30) days after
58 such initial disclosure; or (ii) with regard to Confidential Information of IDPro, information concerning
59 the status of matters under consideration by IDPro, including but not limited to Publications or other
60 documents that are provided in tangible form and are clearly marked as “Confidential” or if disclosed
61 orally that are clearly identified as “Confidential” at the time of disclosure or within thirty (30) days after
62 such initial disclosure.

63

64 **“Contribution”** means any original work of authorship, including any modifications or additions to an
65 existing work, that is submitted by the author for inclusion in any IDPro Publication, blogpost on
66 IDPro.org or any affiliated sites, or other document (such as a newsletter). For the purposes of this
67 definition, “submit” means any form of electronic, oral, or written communication for the purpose of
68 discussing and improving the IDPro Publication, blog post on IDPro.org or any affiliated sites, or other
69 document (such as a newsletter), but excluding any communication that is conspicuously designated in
70 writing as not a Contribution.

71
72 **“Control”** means that one entity (the **“Parent”**) owns or controls, either directly or indirectly, more than
73 fifty percent (50%) of the voting power of another entity (the Subsidiary), and each entity in which the
74 Subsidiary owns, either directly or indirectly, more than fifty percent (50%) of the voting power of such
75 subsidiary ad infinitum. The words “Controls” and “Controlled” shall be construed accordingly.

76
77 **“Controlling Documents”** means any Policy Document, bylaws, articles of incorporation or other
78 document developed by the Board for the purpose of governing and administering the business of IDPro
79 or as further defined in section 4.

80
81 **“Corporate”** means an organization that has applied for, and joined the Association as a Member in the
82 Corporate class (Champion, Advocate or Affiliate).

83
84 **“Date”** means the date on which the Signatory signs this Agreement.

85
86 **“Delegate”** refers to any employee, contractor, or other such individual from an Organizational Member.

87
88 **“Deliverable”** means any document or Publication developed within IDPro.

89
90 **“Director”** means a member of the Board of Directors.

91
92 **“Enterprise”** means an organization that has applied for, and joined the Association as a Member in the
93 Enterprise class (Platinum, Gold, Silver, or Bronze.)

94
95 **“Financial Obligations”** means the fees and penalties assessed or incurred as a part of membership or
96 activities related to IDPro.

97
98 **“Founding Date”** means June 15, 2017.

99
100 **“Founder or Founding Member”** means an individual or organization that joined the Association as a
101 Member before January 1, 2018 and has continuous Membership in Good Standing since joining .

102
103 **“Full Supermajority Vote”** means 75% or more of the current Members of the applicable group or
104 committee.

105
106 **“Good Standing”** means that the Member has paid all required fees for membership at the desired level
107 and met any additional requirements as set forth by the Board from time to time.

108
109 **“Group Member”** means an organization, government, non-government organization (NGO), nonprofit
110 or educational institution that has applied for, and joined the Association in the Group class.

111
112 **“Individual Member”** means any individual who has joined the Association and paid their dues
113 independently, and is not a delegate or other designee of a Corporate, Enterprise, or Group Member.

114

115 “**Join Date**” means the date by which an Individual or organization has executed the Membership
116 Agreement and the fees have been received by IDPro.
117
118 “**Member**” within this Agreement is defined as a participating Individual member or an organization that
119 has entered into the Membership Agreement with IDPro and has no fiduciary nor decision-making rights
120 and responsibilities for IDPro. “**Membership**” means the state or status of being a Member.
121
122 “**Membership Obligations**” means Financial Obligations and all in Good Standing requirements.
123
124 “**Mission**” means the mission set forth in the Mission Statement of IDPro as stated in Section 1 of this
125 Agreement.
126
127 “**Organizational Member**” means any organization within the Corporate, Enterprise, or Group
128 membership class.
129
130 “**Participant**” means any Member who participates in any of the Committees or other activity of the
131 Association.
132
133 “**Policy**” and “**Policy Document**” means any documented procedural or administrative policy adopted by
134 a Supermajority Vote of the Board.
135
136 “**Publication**” means any Deliverable, document, or content approved by the Board for public
137 distribution and made available on IDPro’s website, affiliated sites, or social media.
138
139 “**Quorum**” means that more than fifty percent (50%) of the Members of the applicable group are present
140 at a meeting, either in person, virtually, or by such other means as may be prescribed by such group or
141 this Agreement.
142
143 “**Related Entity(ies)**” means any entity which is controlled by a Member or which, together with a
144 Member, is under the common control of a third party.
145
146 “**Schedule of Fees**” shall refer to the published (on the IDPro.org website) schedule of membership levels
147 and corresponding fees.
148
149 “**Signatory**” means the Member of IDPro.
150
151 “**Simple Majority Vote**” means greater than 50% of those voting when a Quorum is present.
152
153 “**Supermajority Vote**” means 75% or more of those voting when a Quorum is present.
154
155 “**Vendor**” means any company or other organization that provides identity and access management-
156 related software, services, advice, or support.
157
158 “**Voting Member**” means Board Member.
159
160 **3 General**
161 **3.1 Duration and Dissolution**
162 IDPro shall exist until such time as it is dissolved by a Full Supermajority Vote of the Board.
163

164 3.2 Members' Right to Compete

165 The Members acknowledge that they may compete with each other in various lines of business and that it
166 is therefore imperative that they and their representatives act in a manner that does not violate any
167 applicable antitrust laws and regulations. Each Member may have agreements with other Members that
168 are not related to IDPro. Without limiting the generality of Members' rights to announce or market any
169 IDPro products or services, the Members agree not to have any discussion relating to their individual
170 commercial businesses with respect to product pricing, methods or channels of product distribution, any
171 division of markets, or allocations of customers or any other topic which should not be discussed among
172 competitors. Furthermore, each Organizational Member hereby assumes responsibility to provide
173 appropriate legal counsel to its representatives regarding the importance of limiting their discussions to
174 subjects that relate to the purposes of IDPro, whether or not such discussions take place during formal
175 meetings, informal gatherings, or otherwise.
176

177 3.3 Dispute Resolution

178 The parties agree to attempt to settle any claim or controversy arising out of this Agreement through
179 consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the date on which
180 those attempts (including escalation to the Board) fail, or thirty (30) days after the parties to the dispute
181 first communicate with each other in an effort to resolve the dispute, then either party may demand
182 mediation by submitting the dispute in writing for non-binding mediation conducted by a mediator
183 selected by the Board within twenty-one (21) days after such written notice. Any dispute that cannot be
184 resolved between the disputing parties through negotiation or mediation within forty-five (45) days of the
185 date of the selection of a mediator may then be submitted to the courts of the state of incorporation of
186 IDPro, or any other venue in which the court has personal jurisdiction over the parties in dispute, for
187 resolution. The use of any mediation procedures will not be construed under the doctrines of laches,
188 waiver, or estoppel to adversely affect the rights of either party. Nothing in this section 3.3 will prevent
189 either party from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been
190 unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from a court
191 is necessary to prevent serious and irreparable injury to that party or to others.
192

193 3.4 Amendments to this Agreement and the Bylaws

194 Any modification or amendment of this Agreement shall only be binding upon the Members if set forth in
195 writing and approved by a Full Supermajority Vote of the Board, provided, however, that such
196 modification or amendment shall not be binding on any Member of IDPro within sixty (60) days of
197 receipt of written notice of adoption of such modification or amendment. The Bylaws of IDPro may be
198 amended by a Full Supermajority Vote of the Board.
199

200 3.5 Use of Names

201 Unless otherwise provided herein, neither the Association nor any Member shall use the name, logo,
202 trademark, service mark or other mark of another Member in any form of publicity without the written
203 permission of the other Member, provided that the Association and any Member may each disclose and
204 publicize such Member's Membership in the Association. No Member shall use the name of another
205 Member in any public announcement or other publicity relating to this Agreement of any Deliverable
206 without the prior written consent of such named party.
207

208 3.6 Rights in Intellectual Property

209 The Board shall neither adopt, nor make any material change to any intellectual property rights policy of
210 the Corporation or any other material policy or procedure of the Corporation governing intellectual
211 property (individually and collectively, as the context requires, an "IPR Policy") without a Supermajority
212 Vote. Such change may only become effective upon not less than ninety (90) days' prior written notice to

213 all Members of the effective date of such adoption or change, such that any Member may resign its
 214 Membership prior to the effective date of such amendment. The amendment of this provision shall also
 215 require a Supermajority Vote of the Board. The Board shall consider amendments to the IPR Policy only
 216 twice a calendar year during its June and December meetings.

217
 218
 219

220 **4 Governance**

221 **4.1 Decision making**

222 Except in those cases where a vote is specifically required by this Agreement or other Controlling
 223 documents, IDPro shall seek to reach its decisions by consensus. When no consensus can be reached in a
 224 timely manner, the decision shall be reached by voting as defined in this Agreement and other Controlling
 225 Documents. Except when otherwise specified in this Agreement and other Controlling Documents,
 226 approval by vote requires a Simple Majority Vote.

227

228 **4.2 IDPro Board**

229 The Board shall have administrative oversight of IDPro as defined herein and in the Bylaws. The number
 230 of seats on the Board in any given calendar year shall be no fewer than six (6). The President of the IDPro
 231 Board shall preside over Board meetings as chair and shall take such other actions as may be agreed by a
 232 Simple Majority Vote of the Board. Should the President not be able to attend any Board meetings, the
 233 President is authorized to select another Delegate of the Board or an Executive Director to chair the
 234 meeting provided the President informs the Board at least 24 hours before the meeting.

235

236 The roles and responsibilities of the Board include, but are not limited to the following:

- 237 ● Managing the business and affairs of IDPro in accordance with the provisions of the Articles of
 238 Incorporation, and the Bylaws;
- 239 ● Hiring a compensated Executive Director or the equivalent to assist in the administration of IDPro;
- 240 ● Approving Publications either directly or after Committee recommendation of the same prior to
 241 making any Publication a publicly available document;
- 242 ● Creating Board and non-Board Committees;
- 243 ● Establishing and publishing a membership Schedule of Fees and Dues that may be amended from
 244 time to time by the Board;
- 245 ● Accepting or denying candidate Membership Agreement applications (and renewals of the same) into
 246 IDPro based on objective criteria adopted by the Board;
- 247 ● Approval of any contracts with IDPro;
- 248 ● Determining the timing and logistics for all Member meetings and similar communications
 249 mechanisms;
- 250 ● Setting Policy Documents as may be required from time to time;
- 251 ● Dissolving IDPro, which requires a Full Supermajority Vote;
- 252 ● Obtaining and renewing Directors & Officers Liability coverage at levels determined by the Board.

253

254 **4.3 Executive Committee**

255 The Board may create an Executive Committee, consisting of one or more Directors. The Executive
 256 Committee may consist of any number of the Board but at minimum, should include the President,
 257 Secretary, and Treasurer of IDPro. The Executive Committee may invite any other person(s) it deems
 258 necessary to attend and participate in meetings and conversations of the Executive Committee. The Board

259 may designate one or more Directors as alternate members of such Executive Committee, who may
 260 replace any absent member at any meeting of such Executive Committee. The Executive Committee,
 261 subject to any limitations imposed by these Bylaws, statutes and/or resolutions adopted by the Board,
 262 shall have and may exercise all of the powers of the Board which are delegated to the Executive
 263 Committee from time to time by the Board; provided, however, that the Executive Committee shall have
 264 no authority with respect to:

- 265 ● Approving any action which requires approval of the Voting Members;
- 266 ● Filling vacancies on the Board;
- 267 ● Fixing compensation of the Directors, Executive Director, and other employees for serving on the
 268 Board or on any Board Committee;
- 269 ● Amending or repealing the Bylaws or adopting new Bylaws;
- 270 ● Adopting a policy or amending or repealing any policy adopted by the Board;
- 271 ● Amending or repealing any resolution of the Board which by its express terms requires action by
 272 the Board;
- 273 ● Adopting an agreement of merger or consolidation;
- 274 ● Recommend to the Voting Members the sale, lease or exchange of all or substantially all of the
 275 Corporation's property and assets;
- 276 ● Recommending to the Voting Members a dissolution of the Corporation or a revocation of a
 277 dissolution; and
- 278 ● Taking any other action for which a vote of more than a Simple Majority of the Board is required
 279 by these Bylaws.

280

281 4.4 Nominating Committee

282 There shall be a Nominating Committee of the Corporation, which shall consist of such individual
 283 representatives appointed by the Champion and Platinum Members of IDPro as well as any Individual
 284 Founding Members. In accordance with the Bylaws of the Corporation, the Nominating Committee shall
 285 annually make recommendations to the Board of Directors, prior to the Board of Directors annual
 286 meeting, regarding appointment of individuals to the Board of Directors. As required, the Nominating
 287 Committee may provide an updated slate of recommended Directors for replacement of any Director that
 288 has left, or been removed from, the Board of Directors and for any vacancy created by reason of an
 289 increase in the number of Directors.

290

- 291 ● The Nominating Committee shall be formed no less than three (3) months prior to a triggering
 292 event (such as the departure of a Director or the Annual Meeting of IDPro, where the terms of
 293 office of a Director will be expiring.)
- 294 ● The Nominating Committee may exist in perpetuity of the existence of IDPro and is not obligated
 295 to a prescribed frequency of meetings.
- 296 ● The Nominating Committee shall consist of no fewer than three members.
- 297 ● The Nominating Committee shall strive to make all its decisions by consensus. In the case that it
 298 cannot, the decisions shall be made by Simple Majority Vote.
- 299 ● The Nominating Committee shall, in its recommendations for the Board of Directors, include
 300 Individual Members of the Association.
- 301 ● All requirements applying to the Board of Directors regarding meetings, notice, waiver of notice,
 302 quorum, and voting apply to the Executive Committee, Nominating Committee, or any Advisory
 303 Committee chartered by the Board.

304

305 4.4.1 Appointment of Individual Representatives

306 The Champion and Platinum Members of IDPro shall each have the right to appoint a single individual to
307 serve as their representative on the Nominating Committee. Such appointment shall be made in writing
308 (delivered by hand, via postal mail or delivery service, or electronically) to the President or their designee
309 by an individual authorized to do so by a listed corporation or entity. Such appointment may be
310 withdrawn or changed at any time.
311

312 4.4.2 Chair

313 The Board of Directors shall appoint an individual from amongst the members of the Nominating
314 Committee, who is not a Director, to preside as chair over the meetings of the committee (the “Committee
315 Chair”).
316

317 4.4.3 Access Rights

318 Members of the Nominating Committee shall have the right to review the minutes, books, and any
319 additional relevant records of IDPro in furtherance of their role solely as a nominating body to IDPro, and
320 may share such materials with the Primary Contact that appointed them.
321

322 4.5 Advisory Committee

323 The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may
324 designate from among its Members, an Advisory Committee who shall have access to such information as
325 the Board deems necessary to its work and charter, whose actions and decisions shall be advisory in
326 nature only and shall not be binding upon the Board. The Advisory Committee may comprise
327 representatives of Corporate and Platinum Members that are in Good Standing, as well as all Individual
328 Founding Members.
329

330 4.6 Other Special Committees

331 The Board of Directors, by resolution adopted by a Full Supermajority Vote of the Board of Directors,
332 may designate from among its members or other interested parties one or more other special committees,
333 each of which, to the extent provided in the resolution, may exercise some of the authority of the Board of
334 Directors, except as limited by the laws of the state of incorporation. All requirements applying to the
335 Board of Directors regarding meetings, notice, waiver of notice, quorum and voting apply to committees
336 and their members as well.
337

338 4.7 Other Committees

339 The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may
340 approve the charter of a non-advisory committee. Such committee may comprise members, non-members,
341 and Directors as necessary and does not exercise any of the authority of the Board of Directors. Such
342 committees may be chartered to act on behalf of the Board for a specific purpose and provide
343 recommendations or other actions as allowed within its creation mandate.
344

345 4.8 Number of Members; Designation of Alternates

346 All committees other than Executive will have two or more members who serve at the pleasure of the
347 Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may
348 designate one or more Directors as alternate members of any such committee, who may act in the place
349 and stead of any absent member or members at any meeting of such committee.
350

351 4.9 Director's Duty Remains

352 Neither the creation of any committee, the delegation of authority to any committee, nor action by any
 353 committee will alone constitute compliance by any Director not a member of such committee with such
 354 Director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of
 355 IDPro, and with such care as an ordinarily prudent person in a like position would use under similar
 356 circumstances.
 357

358 4.10 Publishing IDPro Deliverables

359 The Board may approve the publication or sharing of any IDPro Deliverable (e.g. white papers, opinion
 360 pieces, reports) with non-Members by a Supermajority Vote of the Board, at any time, regardless of the
 361 status of a document.
 362

363 4.11 Liaisons/Alliances

364 The Board, by Simple Majority Vote, may enter into liaison relationships with any organization the Board
 365 determines would improve the quality of its work. The Board is authorized to draft appropriate terms of
 366 the agreement that would grant the liaison organization access to IDPro work and activity, as long as
 367 appropriate measures are taken to honor the IP provisions of this Agreement and the IDPro IPR Policy.
 368

369 5 Committees

370 5.1 Committee Chairs

371 Any Individual Member or a Delegate of an Organizational Member, serving on a Committee (with the
 372 exception of the Executive and Nominating Committees) may be elected by Simple Majority Vote of that
 373 Committee's Members to serve as the Chair of that Committee. The Committee Chair is responsible for
 374 facilitating the effective collaboration of that Committee, in compliance with the governance procedures
 375 of this Agreement, including calling meetings, presiding over meetings, and conducting deliberations in a
 376 collegial manner. In the absence of a Scribe, the Chair is responsible to either perform the duties of the
 377 Scribe or find a suitable volunteer to do so.
 378

379 5.2 Committee Scribes

380 The Scribe is responsible for maintaining the procedural records of the Committee, in compliance with
 381 this Agreement and any guidelines set forth by the IDPro Secretary (as set forth in the Bylaws.)
 382

383 5.3 Resignation, and Vacancies within Committees

384 An appointed Chair or Scribe shall automatically be removed if the Member terminates or otherwise ends
 385 its membership in IDPro.
 386

387 5.4 Controlling Documents

388 The governing documents of the conduct of IDPro committees shall be, in order of supremacy, its Articles
 389 of Incorporation, its Bylaws, the most recent versions of this Agreement and any other Policy Document
 390 as approved by the Board and published on the membership section of the IDPro website.
 391
 392

393 6 Handling Confidential Information

394

395 6.1 General Principle

396 As a general principle, no Member wishes to receive from any other Member under this Agreement any
 397 information which the disclosing Member considers to be confidential; however, the Members do wish to

398 allow the work of IDPro to proceed in a constructive manner under conditions which promote candid and
399 open discussions.
400

401 6.2 Degree of Care

402 Unless and until Confidential Information is made available to the public through the processes set forth
403 herein or established by the Board, each Member (except the owner or authorized licensor) shall use the
404 same degree of care and discretion it uses to avoid disclosure of its own confidential information to not
405 disclose such Confidential Information to any entity or person who is not a Member engaged in the
406 activities for which such Confidential Information was provided.
407

408 6.3 Intellectual Property Rights Policy

409 By becoming a Member of IDPro, Signatory is agreeing to the intellectual property rights, obligations and
410 other terms for all Deliverables developed within IDPro subject to the provisions specified in the IDPro
411 IPR Policy.
412

413 7 Conditions of Membership

414 (a) Any association, partnership, organization, governmental agency, company, corporation,
415 limited liability company, partnership, academic entity, non-profit or other entity (or individual)
416 shall be admitted to a class of Membership for which it is eligible upon: (a) acceptance of its
417 written application on such form as required by the Association (which acceptance shall be
418 administered in a non-discriminatory fashion), and (b) unless otherwise provided by the Board or
419 the Bylaws, payment of such application fees, assessments, initiation fees, annual dues or other
420 fees for such class of Membership as may from time to time be established by the Board, if any
421 (collectively, “Fees”). The date on which these conditions of admission have been met for a
422 Member shall be defined as the Admission Date.
423

424 (b) A Member shall be in good standing provided that such Member is in compliance with (i) the
425 Bylaws, (ii) Membership Agreement, (iii) rules and policies (and the terms of any agreements
426 required thereby) as the Board and/or any board committees thereof may from time to time adopt,
427 (iv) participation obligations, fulfillment of in-kind obligations, and contribution obligations. and
428 (v) payment of all Fees and penalties for late payment as may be required or determined by the
429 Board. No person or entity may be accepted for Membership if that person or entity has pre-
430 existing, unpaid Financial Obligations to the Association until such payments are made.
431

432 (c) The initial term of Membership for all Members shall be from the Admission Date of such
433 Member for twelve months. IDPro shall provide notice to each Member of the commencement of
434 each renewal term no less than sixty (60) days prior to the last day of the current term.
435

436 (d) The admission of new Organizational Members may require a Simple Majority vote of the
437 Board. The admission of new Members in all other classes but Individual may require a vote of the
438 Board, except that the Board may delegate such authority to an individual or committee of the
439 Association.
440

441 (e) Memberships shall be non-transferable, non-salable, and non-assignable, although the Board
442 has the authority to accept and approve such requests on a case-by-case basis.
443

444 7.1 Limitation on Participation by Related Entities

445 Only the entity that holds Membership in the Association and such entity’s Subsidiaries (as defined
446 below) shall be entitled to enjoy the rights and privileges of such Membership. For purposes of this

447 Section, the term “Subsidiaries” shall mean all Related Entities, the term “Subsidiary” shall mean any
448 entity which is controlled by the Member, and the term “Related Entity” shall mean any entity which is
449 controlled by a Member or which, together with a Member, is under the common control by a third party.
450 “Control” means that one entity (the “Parent”) owns or controls, either directly or indirectly, more than
451 fifty percent (50%) of the voting power of another entity (the Subsidiary), and each entity in which the
452 Subsidiary owns, either directly or indirectly, more than fifty percent (50%) of the voting power of such
453 subsidiary ad infinitum.

454
455 Except with respect to Related Companies, if a Member is a corporation, limited liability company,
456 foundation, consortium, membership organization, user group or other entity that has stockholders,
457 members or sponsors, then the rights and privileges granted to such Member shall extend only to the
458 employee-representatives of such Member, and not to its stockholders, members, sponsors, etc., unless
459 otherwise approved by the Board in a specific case from time to time.

460
461

462 7.2 Additional Classes of Members

463 The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed,
464 and one or more additional classes of Membership may be created, and the conditions, voting rights (if
465 any), powers and privileges of each such class may be prescribed, by amendment to this document in
466 accordance with Section 9.

467
468

469 8 Withdrawal from Agreement

470

471 8.1 Voluntary Withdrawal

472 A Member may terminate its membership at any time effective with thirty (30) days notice to IDPro or
473 otherwise as set forth in this Agreement or the Bylaws. If, after the Date, a Related Entity of the
474 Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity
475 shall be permitted to withdraw from this Agreement at any time after the date on which such Related
476 Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice to
477 the Board of its intent to terminate its participation. Such voluntary withdrawal shall be effective upon
478 receipt of the notice by the Board.

479

480 Any financial obligations already paid by such Member shall not be refundable upon any resignation,
481 including any resignation pursuant to Section 8.2, and all such financial obligations of such Member
482 which may be accrued and unpaid as of such date shall remain due and payable.

483

484 8.2 Termination or Suspension of Membership

485 Any Member may be suspended from Membership or have its Membership terminated by the Board for
486 failure to satisfy its Membership Obligations or for engaging, either within or without the Association in
487 any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the
488 Association, or (2) conduct that is contrary to the mission statement (Section 1) of the Association, the
489 Code of Conduct, or to the advancement of the Association’s business or industry goals, as reasonably
490 determined by the Board. Financial Obligations already paid shall not be refundable upon any such
491 termination or suspension, and all Financial Obligations of such Member which may be accrued and
492 unpaid as of the date of such termination shall remain due and payable. Except as provided in the last
493 paragraph of this Section, no termination or suspension of Membership for any other purpose shall be
494 effective unless:

495

- 496 (a) The Member is given notice of the proposed termination or suspension of Membership and of
 497 the reasons therefor;
 498
 499 (b) Such notice is delivered via written form, sent to the last known contact information of the
 500 Member shown on the Association's records;
 501
 502 (c) Such notice is given at least thirty days prior to the effective date of the proposed termination
 503 or suspension of Membership;
 504
 505 (d) Such notice sets forth a procedure determined by the Board (or other body authorized by the
 506 Board) to decide whether or not the proposed termination or suspension shall take place, whereby
 507 the Member is given the opportunity to be heard by such body, either orally (and represented by
 508 counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five
 509 days before the effective date of the proposed termination or suspension; and
 510
 511 (e) Such termination or suspension of Membership is approved by Supermajority Vote of the
 512 Board.
 513

514 Notwithstanding the foregoing, in the event that the Board reasonably believes in good faith that a
 515 Member is engaging, either within or without the Association, in any (1) willful misconduct or otherwise
 516 acting to the material detriment of the best interests of the Association, or (2) conduct that is contrary to
 517 the Purposes of the Association or to the advancement of the Association's business or industry goals, the
 518 Board, may suspend such Member's Membership immediately, provided that such Member is otherwise
 519 afforded the protections provided for in subsections (a), (b) and (d) of this Section 8.2. Terminations or
 520 suspensions of Membership for failure to pay its Financial Obligations within 60 days of invoice may be
 521 imposed with notice and without right of formal appeal under the procedures set forth in Section 8.2 d.
 522
 523

524 9 Membership Classifications

525
 526 All Organizational Members shall be entitled to all rights and bound to the obligations generally afforded
 527 and imposed upon all Members. In addition, all Organizational Members shall be subject to the
 528 obligations stated in the Membership Agreement and any relevant Guiding Documents.
 529

530 9.1 Champion Member

531 IDPro shall have Champion Corporate Members ("Champion"). Admission as a Champion shall be open
 532 to any corporation, partnership, joint venture, trust, limited liability company, business association,
 533 governmental entity or other entity.
 534

535 Among other benefits specifically afforded to Champions who remain in Good Standing are:

- 536 ● One Nominating Committee position
- 537 ● Prominent Organization recognition on the homepage of the IDPro website
- 538 ● Prominent Organization recognition at conferences and seminars
- 539 ● Organization placement in member communications
- 540 ● Unlimited Individual (Delegate) Memberships
- 541 ● Access to all Member conference calls / virtual meetings and presentations
- 542 ● Opportunity to publish one, curated, article per annum to membership
- 543 ● Access to curated content and tools
- 544 ● Regular curated communications

- 545 ● Unlimited job postings on the website

546

547 9.2 Advocate Member

548 IDPro shall have Advocate Corporate Members (“Advocate”). Admission as an Advocate shall be open to
549 any corporation, partnership, joint venture, trust, limited liability company, business association,
550 governmental entity or other entity.

551

552 Among other benefits specifically afforded to Advocates who remain in Good Standing are:

553

- 554 ● Prominent Organization recognition on the IDPro website
- 555 ● Organization recognition at conference and seminars
- 556 ● Organization placement in member communications
- 557 ● Individual (Delegate) membership for up to 10 employees
- 558 ● Access to all Member conference calls / virtual meetings and presentations
- 559 ● Opportunity to co-publish (be one of the named authors or editors) one, curated article per annum
560 to membership
- 561 ● Access to curated content and tools
- 562 ● Regular curated communications
- 563 ● Unlimited job postings on the website

564

565 9.3 Affiliate Member

566 IDPro shall have Affiliate Corporate Members (“Affiliate”). Admission as an Affiliate shall be open to
567 any corporation, partnership, joint venture, trust, limited liability company, business association,
568 governmental entity or other entity.

569

570 Among other benefits specifically afforded to Affiliates who remain in Good Standing are:

571

- 572 ● Organization recognition on website
- 573 ● Individual (Delegate) Membership for up to 5 people
- 574 ● Access to all conference calls / virtual meetings and presentations
- 575 ● Access to curated content and tools
- 576 ● Regular curated communications

577

578 9.4 Enterprise Members

579 IDPro shall have Enterprise Members. There are four (4) levels of Enterprise Membership; Platinum,
580 Gold, Silver, and Bronze that have slightly different benefits accorded based on level. Admission as an
581 Enterprise Member shall be open to any corporation, partnership, joint venture, trust, limited liability
582 company, business association, governmental entity or other entity.

583

584 Among other benefits specifically afforded to Enterprise Members who remain in Good Standing are:

585

- 586 ● (For Platinum Only) One Nominating Committee position
- 587 ● Individual membership for up to 100 (Platinum), 50 (Gold), 25 (Silver), 15 (Bronze) people
- 588 ● Access to all conference calls / virtual meetings and presentations
- 589 ● Access to curated content and tools
- 590 ● Regular curated communications

- 591 • Unlimited job postings on the website
 592 • Eligibility to participate in non-Board committees and groups
 593

594 9.5 Group Members

595 IDPro shall have Group Members. There are four (4) levels of Group Membership; Platinum, Gold,
 596 Silver, and Bronze that have slightly different benefits accorded based on level. Admission as a Group
 597 Member shall be open to any higher education institution, nonprofit or public sector organization.
 598 Among other benefits specifically afforded to Group Members who remain in Good Standing are:

- 599
 600 • Individual membership for up to 100 (Platinum), 50 (Gold), 25 (Silver), 15 (Bronze) people
 601 • Access to all conference calls / virtual meetings and presentations
 602 • Access to curated content and tools
 603 • Regular curated communications
 604 • Unlimited job postings on the website
 605 • Eligibility to participate in non-Board committees and groups
 606

607 9.6 Individual Members

608 IDPro shall have Individual Members. Admission as an Individual Member shall be open to anyone. All
 609 Individual Members must adhere to the Membership Agreement and pay the fees called for in the
 610 Schedule of Fees for Individual Members. Upon receipt of the online registration and payment of fees,
 611 IDPro will review the registration information and welcome the individual as a Member to the
 612 Association. All Individual Members shall be entitled to all rights and bound to the obligations generally
 613 afforded and imposed upon all Members. In addition, Individual Members shall be subject to the
 614 obligations stated in the Membership Agreement and any relevant Attachments thereto.

615
 616 Among other benefits specifically afforded to Individual Members who remain in Good Standing (as
 617 defined in Section 2) are:

- 618 • Access to all conference calls / virtual meetings and presentations
 619 • Access to curated content and tools
 620 • Regular curated communications
 621 • Eligibility to participate in non-Board committees and groups
 622
 623
 624

625 10 Member Information, Signature

626
 627 By joining IDPro, the Signatory acknowledges and agrees that, when accepted by IDPro, this agreement
 628 represents a binding contract between the Signatory and the Association and commits the Signatory to (i)
 629 payment of annual Membership dues and fees as determined from time to time by the Board of Directors
 630 of the Association and (ii) comply with all the terms and conditions of the Association's Certificate of
 631 Incorporation, Bylaws, Intellectual Property Rights Policy and as from time to time in force (the
 632 Signatory hereby acknowledging receipt of current copies of these documents), and such rules and
 633 policies as the Board of Directors and/or committees of the Association may adopt. The Signatory
 634 certifies that it meets the conditions of Membership specified in the Bylaws. The Association and the
 635 Signatory acknowledge and agree that each Member is an intended third party beneficiary to the
 636 Agreement.
 637

638 In the event of the resignation of the Signatory or the termination or expiration of the Signatory's
 639 Membership (including dissolution of the Association), all obligations incurred by the Signatory relating
 640 to intellectual property rights prior to the date of such resignation, termination or expiration shall continue
 641 in effect, to the extent such obligations are intended to or are expressly stated in the Charter, Bylaws
 642 and/or any such rule or policy to survive such resignation, termination or expiration.
 643
 644

645 10.1 Membership Process

646 For Individual Members, your account creation and registration on our website (idpro.org),
 647 acknowledgement and acceptance of policies and procedures, and the on or offline payment of fees
 648 constitutes the Individual Membership Process.
 649

650 For Organizational Members, the Membership Process is a) either your account creation and registration
 651 on our website (idpro.org), acknowledgement and acceptance of policies and procedures, the e-signing of
 652 the Membership Agreement or b) the completion of this Agreement and delivery of the completed
 653 document to membership@idpro.org. Upon receipt of the Membership Agreement, IDPro will review the
 654 documentation submitted, the Board may vote on the acceptance of the Agreement, and countersign the
 655 Membership Agreement (if applicable) and then issue to the primary and billing contacts listed, an
 656 invoice for member dues (if the organization has not already paid via idpro.org upon account
 657 registration).
 658

659 The benefits and fees associated with each level of membership can be found on our website –
 660 <https://idpro.org/join/benefits>.
 661
 662

663 10.2 Membership Level Selection (Mandatory)

664 If you are submitting this to membership@idpro.org, please select the level of membership your
 665 organization is seeking in IDPro:
 666
 667
 668

	Affiliate		Enterprise Platinum		Group Platinum
	Advocate		Enterprise Gold		Group Gold
	Champion		Enterprise Silver		Group Silver
			Enterprise Bronze		Group Bronze

669
 670
 671 Please specify the size of your organization:
 672

- 673 Corporate: 500+ employees
 674
 675 Corporate: 2-500 employees
 676
 677 Sole-trader or Not-for-profit
 678
 679
 680

681 10.2.1 Bulk Membership Packages (Optional)

682 Recognizing that some organizations may want to secure additional membership bundles beyond those
 683 offered in the initial Organizational membership fees, additional bulk membership packs are available.

684 Please specify the number and type of bulk membership pack you would like to purchase with your
685 membership (if any):

686
687 [] 5 additional memberships for \$750 (no discount)

688
689 [] 10 additional memberships for \$1,350 (10% discount)

690
691 [] 50+ additional memberships for \$100 per member (33% discount) (when purchased as a single
692 block > 50 members)

693
694

695 10.3 Member Contact Information (all fields mandatory)

696 Company Name:

697 Company URL:

698 Company Address:

699 Street 1:

700 Street 2:

701 City, State, ZIP:

702 Country:

703

704 Primary Contact Name:

705 Primary Contact Email:

706 Primary Contact Phone:

707

708 Billing Contact Name (if different than primary):

709 Billing Contact Email:

710 Billing Contact Phone:

711 Billing Contact Address (if different than primary):

712 Street 1:

713 Street 2:

714 City, State, ZIP:

715 Country:

716

717

718 10.4 Signing Instructions

719

720 **On behalf of the Signatory applying for Membership**

721 If you are signing this Agreement on behalf of a corporation, employer, partnership, or similar legal
722 entity, ensure that the individual signing this Agreement is authorized to enter the Entity into such
723 Agreements.

724

725

726 By: _____
727 (Authorized Signature)

728

729 _____
730 (Printed name of person signing above)

731

732 Date signed: _____
733

734

735

736 **On behalf of IDPro**

737

738 By: _____
739 (Authorized Signature)

740

741 _____
742 (Printed name of person signing above)

743

744 Date signed: _____