

U.S. Partnership for Assured Electronics (USPAE) General Membership Agreement

This general membership agreement (“Agreement”), effective _____, [date] is made by and between the U.S. Partnership for Assured Electronics, a District of Columbia nonprofit corporation (the “Corporation” or “USPAE”) and _____, [state or country and type of entity] (the “General Member”).

1. The General Member acknowledges that it has received a copy of the Corporation’s Bylaws and agrees to abide by the Bylaws and any rules and policies for members adopted by the Board of Directors of the Corporation. General Members also agree to conduct themselves in compliance with all applicable laws, including antitrust laws.
2. Assuming the accuracy of the information submitted on its membership application, the Corporation agrees to extend to the General Member all benefits and rights of a General Member of the Corporation, subject to the terms of the Bylaws and the terms of this Agreement.
3. The General Member, through its authorized officer, asserts under penalties of perjury that the entity meets all of the following qualifications for general membership:
 - a. It is a commercial, academic or non-profit organization organized in the U.S. or in countries considered by the DoD to be “qualifying countries” as outlined in DFARS 225.872-1, with no foreign ownership outside of those countries (See Appendix A.) OR it has received a prior written exception to this requirement from USPAE and agrees to abide by the terms (if any) of its exception. If member is not yet IPC-1791 certified, any change in ownership requires that the member re-certify to USPAE within 30 days of the filing that it continues to meet the membership criteria.
 - b. It has a focus on research, design, manufacture or assembly in the electronics ecosystem, which includes printed circuit boards, semiconductors, cables and more.
 - c. If the General Member designs, fabricates or assembles electronics, it agrees to become certified to the IPC-1791 standard within one year of joining USPAE, to keep such certification current, and to immediately notify USPAE if such certification should lapse.
 - d. It has not been suspended or debarred by the U.S. federal government under the FAR or DFARS supplement and that it will promptly notify USPAE in the event of any future suspension or debarment.
4. The General Member further agrees that it will keep strictly confidential all such information as the General Member knows, or reasonably should know, is confidential, and not disclose or reveal it, without the express prior written consent of the Corporation, to any party who is not a member of the Corporation, except insofar as it: (a) was demonstrably known to the member prior to the member’s obtaining such information from the Corporation; or (b) is or becomes generally publicly available other than as a result of the member's breach of this Agreement; or (c) is hereafter legitimately disclosed to the member by a third party who authorizes the member's use or disclosure; or (d) is required to do so by law. The General Member agrees to take such measures as shall be necessary to ensure that its employees keep strictly confidential all such information and not disclose or reveal it to any person who is not a member or an employee of a member of the Corporation without the express prior written consent of the Corporation, except as provided

above. Additionally, any public reference to work being done under USPAE-led projects must be cleared by USPAE before being published.

5. The General Member understands that its membership status is not transferable to an affiliate, a joint venture, or an acquiring organization (including via a merger) without the prior written consent of USPAE.
6. The General Member understands that membership is annual, requires the timely payment of dues in such amounts and under such payment grace periods and late fees as the USPAE Board may promulgate in a dues invoice sent at the time of renewal, may require an annual renewal application, and requires continued qualification for member for each year thereafter. As of the execution date of this Agreement, General Member dues for the applicant in this Agreement are \$1,000 and must be paid within 30 days of the execution of this Agreement in order for this membership Agreement to remain in effect, unless otherwise noted. General Members also are subject to all provisions of the bylaws, including possible removal under Bylaws Section Article III, Section 3.F and removal for any breach of this Agreement.
7. The General Member and the Corporation agree that the remedy at law for any breach of this Agreement is inadequate and that the Corporation shall have the right to apply to a court of competent jurisdiction for an injunction to restrain the General Member or any of its successors from violating any of the agreements contained herein.
8. The parties agree that this Agreement is severable, and that, in the event that any provision of this Agreement is held to be illegal or unenforceable, none of the other rights or obligations secured or created by this Agreement shall thereby be rendered void or unenforceable.
9. This Agreement shall be binding upon and inure to the benefit of each party hereto and any successors and assigns that are permitted by USPAE pursuant to Section 6 above. The parties do not intend for any of the provisions in this Agreement to confer any benefit on any person not a party to this Agreement.
10. This Agreement may be amended only by a written instrument setting forth such changes and signed by an authorized representative of each party and which has been specifically approved by the Corporation's Board of Directors.
11. This Agreement shall be governed by the laws of the District of Columbia and any action arising out of this Agreement must be brought in a court of competent jurisdiction in the District of Columbia. The parties waive the right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
12. This Agreement may be executed in counterparts, and electronic signatures shall have the same effect as originals.

IN WITNESS WHEREOF, the Parties by their authorized representatives have executed this Agreement effective as of the Effective Date first written above.

U.S. Partnership for Assured Electronics

By: _____
Nathan Edwards
Executive Director

Date: _____

[Full Legal Name of General Member]

By: _____
Signature

Printed Name

Title

Date: _____

Appendix A:

List of “qualifying countries” according to DFARS 225.872-1 as of 9/29/22.

Australia
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Federal Republic of Germany
Finland
France
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland