**VERTICAL LIFT CONSORTIUM, INC.**

**MEMBERSHIP APPLICATION AND AGREEMENT**

1. Applicant hereby applies for membership in Vertical Lift Consortium, Inc. (“VLC”). Applicant acknowledges that its authorized representative has received and reviewed this Membership Agreement, the Base Agreement, the VLC Bylaws, 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 VLC may amend any one or more of the documents from time to time in the best interests of the VLC members and that as a VLC member, Applicant agrees to comply with VLC’s Bylaws, as established and amended from time to time, and the Base Agreement. 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 a VLC 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 VLC Bylaws. Applicant agrees to disclose immediately to VLC 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 VLC upon (i) acceptance of the Application and Agreement by the VLC Board of Directors; (ii) Applicant’s payment of annual dues and/or project award assessments and (iii) Applicant’s execution of the VLC Non-Disclosure Agreement. The VLC Board of Directors has the right to accept or reject Applicant in its sole discretion if the VLC Board of Directors determines in good faith that Applicant does not meet the membership requirements contained in the VLC Bylaws. Upon acceptance of Applicant as a member in good standing of VLC, Applicant agrees that all actions of Applicant’s representatives participating in VLC meetings and other activities will be binding on Applicant.

4. Applicant agrees to remain a member in good standing of VLC for a minimum of one (1) year and to timely pay all annual dues and project award assessments in U.S. dollars within 90 days of invoicing from the Consortium Administrative Office. Unless Applicant indicates in writing to VLC its intention to resign at the end of 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.

5. If Applicant is accepted as a member in good standing of VLC, the membership is not assignable to any third party, including, without limitation, Applicant’s parent corporation, or any entity that purchases all or substantially all of the assets of Applicant or obtains a majority or controlling interest in Applicant, unless prior written consent of VLC is obtained, which shall not be unreasonably withheld.

6. If Applicant is accepted as a member in good standing of VLC, Applicant hereby authorizes VLC 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.

Date:      , 20      By (Signature):

 Print Name:

 Title:

 Company:

Approved by the VLC Board of Directors on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

 Secretary/Treasurer

**MEMBER INFORMATION STATEMENT**

**Applicant’s legal corporate/organization name:**

**Names of All Parent Corporations** *(if applicable):*

**State of Incorporation:**

**DUNS Number:**

**CAGE Code:**

**DD2345 Certification Number:**

**DD2345 Expiration Date:**

***Please note that a valid DD2345 is required to apply for VLC membership***

**Principal Office Street Address:**

**City, State, Zip:**

**Phone Number:**

**Website Address:**

**Is Applicant a United States Company?: Yes** **[ ]      No [ ]**

**Is applicant operating under Foreign Ownership, Control or Influence (FOCI)?** [ ]  Yes [ ]  No

*Please Note: A U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company in a manner which may result in unauthorized access to [export controlled information] classified information or may adversely affect the performance of classified contracts. National Industrial Security Program Manual (DoD 5220.22‐M, Para. 2‐300a.).*

 **If Yes:**

1. Applicant must attach a letter from the Defense Security Service (DSS) verifying that it has an approved plan, special security agreement, or other DSS‐approved instrument in place for negating or mitigating the risk of foreign ownership, control or influence; or,
2. If Applicant does not have a DSS‐approved mitigation instrument in‐place, Applicant must submit a signed copy of Attachment A – Export Compliance Acknowledgement Form.

**Dues are based on an organization’s annual revenue from the most recent fiscal year. The table below indicates the approved dues for the 2020 calendar year:***(January 1, 2020 – December 31, 2020)*

|  |  |
| --- | --- |
| **Annual Revenue** | **Dues Amount** |
| <$100M or Academic/Nonprofit | $500 |
| >$100M | $5,000 |

**Applicant’s annual revenues for most recent fiscal year:**

[ ]  <$100M

[ ]  >$100M

[ ]  Academic/Nonprofit

**Membership Class
*(please choose only one class. If eligible for more than one, select the most appropriate):***

[ ]  Large Domestic OEM. *(Must have (i) had at least $1 billion in vertical lift-related sales to the U.S. military during most recent fiscal year; (ii) employ at least 500 engineers engaged in vertical lift-related research and development in the United States; and (iii) have design authority for vertical lift aircraft.)*

[ ]  Large Traditional Defense Contractor. *(Must have had at least $250 million in vertical lift-related sales to the U.S. military during most recent fiscal year.)*

[ ]  Supplier. *(Must (i) produce or integrate equipment for vertical lift aircraft and technologies manufactured within the United States or (ii) design and supply materials or products, perform systems integration, or provide other services or support for use in the vertical lift aircraft and technologies manufacturing process in the United States.)*

[ ]  Academic and Nonprofit Research Institution. *(Must be either (i) a United States university or (ii) a United States nonprofit organization active in vertical lift research.)*

[ ]  Small VTOL Organization. *(Must be a for-profit entity that is significantly involved in active research for vertical lift production, flight characteristics, performance, equipment, engines, avionics, transmissions, or related materials, or provides other services or support, for vertical lift aircraft and technologies manufactured within the United States.)*

[ ]  Engine Manufacturer. *(Must produce engines for vertical lift aircraft manufactured in the United States.)*

[ ]  Other Contractor.

**Applicant is a (check all that apply):**

[ ]  Large Business [ ]  Small Business [ ]  Not‐For‐Profit [ ]  Academic Institution

[ ]  Affiliate of current member:       (indicate current member organization)

**Is Applicant currently a “Non‐traditional Government Contractor”? [ ]  Yes [ ]  No**

A nontraditional defense contractor means an entity that is not currently performing and has not performed, for at least the one-year period prior to the date of this application, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section.

*More information regarding cost accounting standards can be found here:* <https://acc.dau.mil/adl/en-US/640560/file/69423/CAS%20Coverage%20and%20Disclosure%20Statement%20Determination.pdf> (Note that small businesses are exempt from CAS and are therefore considered nontraditionals.)

**Primary Point of Contact (for official/policy communications):**

Name:

Title:

Phone:

Email:

**Technical Point of Contact:**

Name:

Title:

Phone:

Email:

**Legal/Contractual Point of Contact:**

Name:

Title:

Phone:

Email:

**Financial/Accounting Point of Contact:**

Name:

Title:

Phone:

Email:

**Please provide a brief description of Applicant’s business:**

|  |
| --- |
|  |

**Attachment A – Vertical Lift Consortium Export Compliance Acknowledgement Form
(Required for applicants operating under Foreign Ownership, Control or Influence)**

1. I understand that, as a member of the Vertical Lift Consortium (VLC), my organization may be granted access to information that may be subject to one or more export control laws and regulations of the U.S. Government and that the information may fall under the control/ jurisdiction of either the Department of State or the Department of Commerce. This may occur through information made available through the NSC Members-Only Site and/or NSC or Government-sponsored events.
2. I understand that it is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States (U.S.), for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the department of the U.S. Government having jurisdiction.
3. I understand that, in the ITAR (§ 120.16), a foreign person means any natural person who is not a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as international organizations, foreign governments and any agency or subdivision of foreign governments.
4. I understand that my organization is responsible for compliance with any and all U.S. Government export controls and regulations and that, if my organization violates them, it could result upon conviction in severe criminal and civil penalties (including substantial fines, imprisonment, seizure of controlled products and technical data, and/or suspension/removal of export privileges) for my organization and/or individuals from my organization.
5. I further understand that sale or transfer of products or technical data to individuals, entities and countries named in the lists referenced in the Lists of Prohibited Individuals, Entities and Countries are strictly prohibited.

Applicant acknowledges that it has read and understands its export compliance responsibilities, to which the applicant agrees to meet its obligation, in its entirety, and is undertaking and has caused this Acknowledgment Form to be signed by its duly authorized representative on the date set forth below:

Applicant Name (Company Name):

Authorized Representative Signature:

Authorized Representative Printed Name:

Title:

Date: