

10/5/2023

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the “Membership Agreement”) is executed by and between the undersigned (“**New Member**”) and the Technology Council of West Michigan, an unincorporated membership organization administered and maintained by The Right Place, Inc., a Michigan non-profit corporation serving Grand Rapids and/or any of the 13-county Region Four (4), (the “Region”) as designed by the Michigan Economic Development Corporation (includes the counties of Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, and Ottawa.)

Purpose, Vision, Mission

Purpose: The Technology Council exists to foster our Region’s economic growth through digital technology.

Vision: Our Region continues to economically thrive by companies providing or applying digital technology products, services, and consulting:

1. Digital technology companies are locating, starting, growing, and staying in our region to serve regional and international customers.
2. Regional companies in all sectors are accelerating their impact and remaining internationally competitive through digital transformation.
3. Our Region has an inclusive and collaborative digital technology community. Our organizations care about the success of helping one another.

Mission: Help our Region’s companies that are providing, applying, or starting to adopt digital technology thrive by connecting them and facilitating:

1. Experience sharing to help one another grow or overcome challenges.
2. Cross-organizational support and collaboration
3. Promotion of our region’s digital technology capabilities to customers outside of our region.

Article I. Membership

Section 1. Membership

Participating individual from a company that has executed this Member Agreement and is in good standing with Member Participation and RPI Investment requirements.

Section 2. Eligible Member

Individual leading a company or business unit that is providing digital technology products, services, and/or consulting shall be eligible for council membership under the following guidelines.

1. Maintain a primary facility within the Region, conducting a substantial amount of the company’s operations.
2. Hereby agree to be a RPI investor with a minimum investment of **\$2500** due annually.

Section 3. Member Participation

Member agrees to the following participation guidelines.

1. Participate in at least three (3) of the four (4) quarterly meetings of the Technology Council
2. Experience Sharing: Participate in activities to share information and experiences of interest and benefit to Members to help fuel the success of Members.

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3. Collaboration: Participate in activities to support businesses in the Region who are seeking information about digital technology adopted or application.
4. Support and participate in the Technology Council's outreach efforts to ultimately raise awareness of the technology industry in the Region.

Section 4. Admission of Members

Admission of Members will be administered by RPI in alignment with this Membership Agreement.

Section 5. Other Participants

Upon approval from RPI, the Technology Council may include other non-paying participants such as advisors or guests to participate in the Technology Council's work or special projects

Section 4. Steering Committee

The Steering Committee exists to provide perspective, input, and feedback to RPI's work in the development of the region's technology sector and the management of the Technology Council.

The Steering Committee is composed of 12 Technology Council Members. New members added to the Steering Committee shall be approved by the Steering Committee.

RPI will select one Member of the Steering Committee to serve as co-chair of the Steering Committee along with RPI's Director of the Technology Council. The co-chairs will collaboratively lead the Steering Committee's functions and activities.

All Members of the Steering Committee, including the Member co-chair, can serve for a two-year term, with a possible one-time, two-year extension.

Steering Committee Members must be Members of the Technology Council in good standing.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties hereby agree as follows:

1. Term of Membership: The term of the membership is one year beginning _____ through _____ which will automatically renew each year the Member is in good standing with The Technology Council.
2. Membership. New Member is hereby admitted as a member of the Technology Council, contingent upon:
 1. Execution of this membership agreement.
 2. Completion of RPI investor pledge agreement

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3. Representations, Warranties and Certain Agreements of New Member. New member represents, warrants, and agrees to and with the Technology Council as follows:
 1. New Member has read, reviewed, and agrees to abide by all the terms of this Membership Agreement, a copy of which has been furnished to New Member.
 2. New Member meets the membership criteria set forth in Article I., Section 1.

4. Transferability and Reinstatement of Membership:
 1. Replacement. In the event a Member wishes to replace their participation with a different representative from their organization the new Member will be subject to the approval of RPI.
 2. Reinstatement. Any former Member desiring reinstatement, whether a resigned or dropped Member; may be reinstated as a Member of The Technology Council, if eligible.

The Membership Agreement is signed and delivered this _____ day of _____,

NEW MEMBER:

BY:

(Signature)

(Print name, Title)

(Company name)