



IDPRO
incubated by KANTARA

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IDPro
Membership Agreement

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

18 IDPro Membership Agreement

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20 Preamble

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

28

29 1 Mission Statement

30

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

40

41 2 Definitions

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

43

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

46

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

50

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

52

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

54

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

57

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

66

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

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

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

83
84 “**Corporate**” means an organization that has applied for, and joined the Association as a Member in the
85 Corporate class (Champion, Advocate or Affiliate).

86
87 “**Date**” means the date on which the Signatory signs this Agreement.

88
89 “**Delegate**” refers to any employee, contractor, or other such individual from an Organizational Member.

90
91 “**Deliverable**” means any document or Publication developed within IDPro.

92
93 “**Director**” means a member of the Board of Directors.

94
95 “**Enterprise**” means an organization that has applied for, and joined the Association as a Member in the
96 Enterprise class (Platinum, Gold, Silver, or Bronze.)

97
98 “**Financial Obligations**” means the fees and penalties assessed or incurred as a part of membership or
99 activities related to IDPro.

100
101 “**Founding Date**” means June 15, 2017.

102
103 “**Founder or Founding Member**” means an individual or organization that joined the Association as a
104 Member before January 1, 2018 and has continuous Membership in Good Standing since joining .

105
106 “**Full Supermajority Vote**” means 75% or more of the current Members of the applicable group or
107 committee.

108
109 “**Good Standing**” means that the Member has paid all required fees for membership at the desired level
110 and met any additional requirements as set forth by the Board from time to time.

111
112 “**Group Member**” means an organization, government, non-government organization (NGO), nonprofit
113 or educational institution that has applied for, and joined the Association in the Group class.

114
115 “**Individual Member**” means any individual who has joined the Association and paid their dues
116 independently, and is not a delegate or other designee of a Corporate, Enterprise, or Group Member.

117

118 “**Join Date**” means the date by which an Individual or organization has executed the Membership
119 Agreement and the fees have been received by IDPro.
120

121 “**Member**” within this Agreement is defined as a participating Individual member or an organization that
122 has entered into the Membership Agreement with IDPro and has no fiduciary nor decision-making rights
123 and responsibilities for IDPro. “**Membership**” means the state or status of being a Member.
124

125 “**Membership Obligations**” means Financial Obligations and all in Good Standing requirements.
126

127 “**Mission**” means the mission set forth in the Mission Statement of IDPro as stated in Section 1 of this
128 Agreement.
129

130 “**Organizational Member**” means any organization within the Corporate, Enterprise, or Group
131 membership class.
132

133 “**Participant**” means any Member who participates in any of the Committees or other activity of the
134 Association.
135

136 “**Policy**” and “**Policy Document**” means any documented procedural or administrative policy adopted by
137 a Supermajority Vote of the Board.
138

139 “**Publication**” means any Deliverable, document, or content approved by the Board for public
140 distribution and made available on IDPro’s website, affiliated sites, or social media.
141

142 “**Quorum**” means that more than fifty percent (50%) of the Members of the applicable group are present
143 at a meeting, either in person, virtually, or by such other means as may be prescribed by such group or
144 this Agreement.
145

146 “**Related Entity(ies)**” means any entity which is controlled by a Member or which, together with a
147 Member, is under the common control of a third party.
148

149 “**Schedule of Fees**” shall refer to the published (on the IDPro.org website) schedule of membership levels
150 and corresponding fees.
151

152 “**Signatory**” means the Member of IDPro.
153

154 “**Simple Majority Vote**” means greater than 50% of those voting when a Quorum is present.
155

156 “**Supermajority Vote**” means 75% or more of those voting when a Quorum is present.
157

158 “**Vendor**” means any company or other organization that provides identity and access management-
159 related software, services, advice, or support.
160

161 “**Voting Member**” means Board Member.
162

163 **3 General**

164 **3.1 Duration and Dissolution**

165 IDPro shall exist until such time as it is dissolved by a Full Supermajority Vote of the Board.
166

167 3.2 Members' Right to Compete

168 The Members acknowledge that they may compete with each other in various lines of business and that it
169 is therefore imperative that they and their representatives act in a manner that does not violate any
170 applicable antitrust laws and regulations. Each Member may have agreements with other Members that
171 are not related to IDPro. Without limiting the generality of Members' rights to announce or market any
172 IDPro products or services, the Members agree not to have any discussion relating to their individual
173 commercial businesses with respect to product pricing, methods or channels of product distribution, any
174 division of markets, or allocations of customers or any other topic which should not be discussed among
175 competitors. Furthermore, each Organizational Member hereby assumes responsibility to provide
176 appropriate legal counsel to its representatives regarding the importance of limiting their discussions to
177 subjects that relate to the purposes of IDPro, whether or not such discussions take place during formal
178 meetings, informal gatherings, or otherwise.
179

180 3.3 Dispute Resolution

181 The parties agree to attempt to settle any claim or controversy arising out of this Agreement through
182 consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the date on which
183 those attempts (including escalation to the Board) fail, or thirty (30) days after the parties to the dispute
184 first communicate with each other in an effort to resolve the dispute, then either party may demand
185 mediation by submitting the dispute in writing for non-binding mediation conducted by a mediator
186 selected by the Board within twenty-one (21) days after such written notice. Any dispute that cannot be
187 resolved between the disputing parties through negotiation or mediation within forty-five (45) days of the
188 date of the selection of a mediator may then be submitted to the courts of the state of incorporation of
189 IDpro, or any other venue in which the court has personal jurisdiction over the parties in dispute, for
190 resolution. The use of any mediation procedures will not be construed under the doctrines of laches,
191 waiver, or estoppel to adversely affect the rights of either party. Nothing in this section 3.3 will prevent
192 either party from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been
193 unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from a court
194 is necessary to prevent serious and irreparable injury to that party or to others.
195

196 3.4 Amendments to this Agreement and the Bylaws

197 Any modification or amendment of this Agreement shall only be binding upon the Members if set forth in
198 writing and approved by a Full Supermajority Vote of the Board, provided, however, that such
199 modification or amendment shall not be binding on any Member of IDPro within sixty (60) days of
200 receipt of written notice of adoption of such modification or amendment. The Bylaws of IDPro may be
201 amended by a Full Supermajority Vote of the Board.
202

203 3.5 Use of Names

204 Unless otherwise provided herein, neither the Association nor any Member shall use the name, logo,
205 trademark, service mark or other mark of another Member in any form of publicity without the written
206 permission of the other Member, provided that the Association and any Member may each disclose and
207 publicize such Member's Membership in the Association. No Member shall use the name of another
208 Member in any public announcement or other publicity relating to this Agreement of any Deliverable
209 without the prior written consent of such named party.
210

211 3.6 Rights in Intellectual Property

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

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

220

221

222

223 **4 Governance**

224 **4.1 Decision making**

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

230

231 **4.2 IDPro Board**

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

238

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

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

256

257 **4.3 Executive Committee**

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

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

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

283

284 4.4 Nominating Committee

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

293

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

307

308 4.4.1 Appointment of Individual Representatives

309 The Champion and Platinum Members of IDPro shall each have the right to appoint a single individual to
310 serve as their representative on the Nominating Committee. Such appointment shall be made in writing
311 (delivered by hand, via postal mail or delivery service, or electronically) to the President or their designee
312 by an individual authorized to do so by a listed corporation or entity. Such appointment may be
313 withdrawn or changed at any time.
314

315 4.4.2 Chair

316 The Board of Directors shall appoint an individual from amongst the members of the Nominating
317 Committee, who is not a Director, to preside as chair over the meetings of the committee (the “Committee
318 Chair”).
319

320 4.4.3 Access Rights

321 Members of the Nominating Committee shall have the right to review the minutes, books, and any
322 additional relevant records of IDPro in furtherance of their role solely as a nominating body to IDPro, and
323 may share such materials with the Primary Contact that appointed them.
324

325 4.5 Advisory Committee

326 The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may
327 designate from among its Members, an Advisory Committee who shall have access to such information as
328 the Board deems necessary to its work and charter, whose actions and decisions shall be advisory in
329 nature only and shall not be binding upon the Board. The Advisory Committee may comprise
330 representatives of Corporate and Platinum Members that are in Good Standing, as well as all Individual
331 Founding Members.
332

333 4.6 Other Special Committees

334 The Board of Directors, by resolution adopted by a Full Supermajority Vote of the Board of Directors,
335 may designate from among its members or other interested parties one or more other special committees,
336 each of which, to the extent provided in the resolution, may exercise some of the authority of the Board of
337 Directors, except as limited by the laws of the state of incorporation. All requirements applying to the
338 Board of Directors regarding meetings, notice, waiver of notice, quorum and voting apply to committees
339 and their members as well.
340

341 4.7 Other Committees

342 The Board of Directors, by resolution adopted by a Simple Majority Vote of the Board of Directors, may
343 approve the charter of a non-advisory committee. Such committee may comprise members, non-members,
344 and Directors as necessary and does not exercise any of the authority of the Board of Directors. Such
345 committees may be chartered to act on behalf of the Board for a specific purpose and provide
346 recommendations or other actions as allowed within its creation mandate.
347

348 4.8 Number of Members; Designation of Alternates

349 All committees other than Executive will have two or more members who serve at the pleasure of the
350 Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may
351 designate one or more Directors as alternate members of any such committee, who may act in the place
352 and stead of any absent member or members at any meeting of such committee.
353

354 4.9 Director's Duty Remains

355 Neither the creation of any committee, the delegation of authority to any committee, nor action by any
356 committee will alone constitute compliance by any Director not a member of such committee with such
357 Director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of
358 IDPro, and with such care as an ordinarily prudent person in a like position would use under similar
359 circumstances.
360

361 4.10 Publishing IDPro Deliverables

362 The Board may approve the publication or sharing of any IDPro Deliverable (e.g. white papers, opinion
363 pieces, reports) with non-Members by a Supermajority Vote of the Board, at any time, regardless of the
364 status of a document.
365

366 4.11 Liaisons/Alliances

367 The Board, by Simple Majority Vote, may enter into liaison relationships with any organization the Board
368 determines would improve the quality of its work. The Board is authorized to draft appropriate terms of
369 the agreement that would grant the liaison organization access to IDPro work and activity, as long as
370 appropriate measures are taken to honor the IP provisions of this Agreement and the IDPro IPR Policy.
371

372 5 Committees

373 5.1 Committee Chairs

374 Any Individual Member or a Delegate of an Organizational Member, serving on a Committee (with the
375 exception of the Executive and Nominating Committees) may be elected by Simple Majority Vote of that
376 Committee's Members to serve as the Chair of that Committee. The Committee Chair is responsible for
377 facilitating the effective collaboration of that Committee, in compliance with the governance procedures
378 of this Agreement, including calling meetings, presiding over meetings, and conducting deliberations in a
379 collegial manner. In the absence of a Scribe, the Chair is responsible to either perform the duties of the
380 Scribe or find a suitable volunteer to do so.
381

382 5.2 Committee Scribes

383 The Scribe is responsible for maintaining the procedural records of the Committee, in compliance with
384 this Agreement and any guidelines set forth by the IDPro Secretary (as set forth in the Bylaws.)
385

386 5.3 Resignation, and Vacancies within Committees

387 An appointed Chair or Scribe shall automatically be removed if the Member terminates or otherwise ends
388 its membership in IDPro.
389

390 5.4 Controlling Documents

391 The governing documents of the conduct of IDPro committees shall be, in order of supremacy, its
392 Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other Policy
393 Document as approved by the Board and published on the membership section of the IDPro website.
394
395

396 6 Handling Confidential Information

397

398 6.1 General Principle

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

401 allow the work of IDPro to proceed in a constructive manner under conditions which promote candid and
402 open discussions.
403

404 6.2 Degree of Care

405 Unless and until Confidential Information is made available to the public through the processes set forth
406 herein or established by the Board, each Member (except the owner or authorized licensor) shall use the
407 same degree of care and discretion it uses to avoid disclosure of its own confidential information to not
408 disclose such Confidential Information to any entity or person who is not a Member engaged in the
409 activities for which such Confidential Information was provided.
410

411 6.3 Intellectual Property Rights Policy

412 By becoming a Member of IDPro, Signatory is agreeing to the intellectual property rights, obligations and
413 other terms for all Deliverables developed within IDPro subject to the provisions specified in the IDPro
414 IPR Policy.
415

416 7 Conditions of Membership

417 (a) Any association, partnership, organization, governmental agency, company, corporation,
418 limited liability company, partnership, academic entity, non-profit or other entity (or individual)
419 shall be admitted to a class of Membership for which it is eligible upon: (a) acceptance of its
420 written application on such form as required by the Association (which acceptance shall be
421 administered in a non-discriminatory fashion), and (b) unless otherwise provided by the Board or
422 the Bylaws, payment of such application fees, assessments, initiation fees, annual dues or other
423 fees for such class of Membership as may from time to time be established by the Board, if any
424 (collectively, "Fees"). The date on which these conditions of admission have been met for a
425 Member shall be defined as the Admission Date.
426

427 (b) A Member shall be in good standing provided that such Member is in compliance with (i) the
428 Bylaws, (ii) Membership Agreement, (iii) rules and policies (and the terms of any agreements
429 required thereby) as the Board and/or any board committees thereof may from time to time adopt,
430 (iv) participation obligations, fulfillment of in-kind obligations, and contribution obligations. and
431 (v) payment of all Fees and penalties for late payment as may be required or determined by the
432 Board. No person or entity may be accepted for Membership if that person or entity has pre-
433 existing, unpaid Financial Obligations to the Association until such payments are made.
434

435 (c) The initial term of Membership for all Members shall be from the Admission Date of such
436 Member for twelve months. IDPro shall provide notice to each Member of the commencement of
437 each renewal term no less than sixty (60) days prior to the last day of the current term.
438

439 (d) The admission of new Organizational Members may require a Simple Majority vote of the
440 Board. The admission of new Members in all other classes but Individual may require a vote of the
441 Board, except that the Board may delegate such authority to an individual or committee of the
442 Association.
443

444 (e) Memberships shall be non-transferable, non-salable, and non-assignable, although the Board
445 has the authority to accept and approve such requests on a case-by-case basis.
446

447 7.1 Limitation on Participation by Related Entities

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

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

457
458 Except with respect to Related Companies, if a Member is a corporation, limited liability company,
459 foundation, consortium, membership organization, user group or other entity that has stockholders,
460 members or sponsors, then the rights and privileges granted to such Member shall extend only to the
461 employee-representatives of such Member, and not to its stockholders, members, sponsors, etc., unless
462 otherwise approved by the Board in a specific case from time to time.
463
464

465 7.2 Additional Classes of Members

466 The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed,
467 and one or more additional classes of Membership may be created, and the conditions, voting rights (if
468 any), powers and privileges of each such class may be prescribed, by amendment to this document in
469 accordance with Section 9.
470
471

472 8 Withdrawal from Agreement

473

474 8.1 Voluntary Withdrawal

475 A Member may terminate its membership at any time effective with thirty (30) days notice to IDPro or
476 otherwise as set forth in this Agreement or the Bylaws. If, after the Date, a Related Entity of the
477 Signatory ceases to be Controlled by or under common Control with the Signatory, such Related Entity
478 shall be permitted to withdraw from this Agreement at any time after the date on which such Related
479 Entity ceases to be Controlled by or under common Control with the Signatory by giving written notice to
480 the Board of its intent to terminate its participation. Such voluntary withdrawal shall be effective upon
481 receipt of the notice by the Board.
482

483 Any financial obligations already paid by such Member shall not be refundable upon any resignation,
484 including any resignation pursuant to Section 8.2, and all such financial obligations of such Member
485 which may be accrued and unpaid as of such date shall remain due and payable.
486

487 8.2 Termination or Suspension of Membership

488 Any Member may be suspended from Membership or have its Membership terminated by the Board for
489 failure to satisfy its Membership Obligations or for engaging, either within or without the Association in
490 any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the
491 Association, or (2) conduct that is contrary to the mission statement (Section 1) of the Association, the
492 Code of Conduct, or to the advancement of the Association’s business or industry goals, as reasonably
493 determined by the Board. Financial Obligations already paid shall not be refundable upon any such
494 termination or suspension, and all Financial Obligations of such Member which may be accrued and
495 unpaid as of the date of such termination shall remain due and payable. Except as provided in the last
496 paragraph of this Section, no termination or suspension of Membership for any other purpose shall be
497 effective unless:
498

- 499 (a) The Member is given notice of the proposed termination or suspension of Membership and of
 500 the reasons therefor;
 501
 502 (b) Such notice is delivered via written form, sent to the last known contact information of the
 503 Member shown on the Association's records;
 504
 505 (c) Such notice is given at least thirty days prior to the effective date of the proposed termination
 506 or suspension of Membership;
 507
 508 (d) Such notice sets forth a procedure determined by the Board (or other body authorized by the
 509 Board) to decide whether or not the proposed termination or suspension shall take place, whereby
 510 the Member is given the opportunity to be heard by such body, either orally (and represented by
 511 counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five
 512 days before the effective date of the proposed termination or suspension; and
 513
 514 (e) Such termination or suspension of Membership is approved by Supermajority Vote of the
 515 Board.
 516

517 Notwithstanding the foregoing, in the event that the Board reasonably believes in good faith that a
 518 Member is engaging, either within or without the Association, in any (1) willful misconduct or otherwise
 519 acting to the material detriment of the best interests of the Association, or (2) conduct that is contrary to
 520 the Purposes of the Association or to the advancement of the Association's business or industry goals, the
 521 Board, may suspend such Member's Membership immediately, provided that such Member is otherwise
 522 afforded the protections provided for in subsections (a), (b) and (d) of this Section 8.2. Terminations or
 523 suspensions of Membership for failure to pay its Financial Obligations within 60 days of invoice may be
 524 imposed with notice and without right of formal appeal under the procedures set forth in Section 8.2 d.
 525
 526

527 9 Membership Classifications

528
 529 All Organizational Members shall be entitled to all rights and bound to the obligations generally afforded
 530 and imposed upon all Members. In addition, all Organizational Members shall be subject to the
 531 obligations stated in the Membership Agreement and any relevant Guiding Documents.
 532

533 9.1 Champion Member

534 IDPro shall have Champion Corporate Members ("Champion"). Admission as a Champion shall be open
 535 to any corporation, partnership, joint venture, trust, limited liability company, business association,
 536 governmental entity or other entity.
 537

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

- 539 ● One Nominating Committee position
- 540 ● Prominent Brand recognition on homepage of the IDPro website
- 541 ● Prominent Brand recognition at conferences and seminars
- 542 ● Brand placement in member communications
- 543 ● Individual Membership for up to 25 employees
- 544 ● Access to all Member conference calls / virtual meetings and presentations
- 545 ● Opportunity to publish one, curated, article per annum to membership
- 546 ● Access to curated content and tools
- 547 ● Regular curated communications

- 548 • Unlimited job postings on the website

549

550 9.2 Advocate Member

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

554

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

556

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

567

568 9.3 Affiliate Member

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

572

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

574

- 575 • Brand recognition on website
- 576 • Individual membership for up to 5 people
- 577 • Access to all conference calls / virtual meetings and presentations
- 578 • Access to curated content and tools
- 579 • Regular curated communications

580

581 9.4 Enterprise Members

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

586

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

588

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

- 594 • Unlimited job postings on the website
 595 • Eligibility to participate in non-Board committees and groups
 596

597 9.5 Group Members

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

- 602
 603 • Individual membership for up to 100 (Platinum), 50 (Gold), 25 (Silver), 15 (Bronze) people
 604 • Access to all conference calls / virtual meetings and presentations
 605 • Access to curated content and tools
 606 • Regular curated communications
 607 • Unlimited job postings on the website
 608 • Eligibility to participate in non-Board committees and groups
 609

610 9.6 Individual Members

611 IDPro shall have Individual Members. Admission as an Individual Member shall be open to anyone. All
 612 Individual Members must adhere to the Membership Agreement and pay the fees called for in the
 613 Schedule of Fees for Individual Members. Upon receipt of the online registration and payment of fees,
 614 IDPro will review the registration information and welcome the individual as a Member to the
 615 Association. All Individual Members shall be entitled to all rights and bound to the obligations generally
 616 afforded and imposed upon all Members. In addition, Individual Members shall be subject to the
 617 obligations stated in the Membership Agreement and any relevant Attachments thereto.
 618

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

- 621
 622 • Access to all conference calls / virtual meetings and presentations
 623 • Access to curated content and tools
 624 • Regular curated communications
 625 • Eligibility to participate in non-Board committees and groups
 626
 627

628 10 Member Information, Signature

629
 630 By joining IDPro, the Signatory acknowledges and agrees that, when accepted by IDPro, this agreement
 631 represents a binding contract between the Signatory and the Association and commits the Signatory to (i)
 632 payment of annual Membership dues and fees as determined from time to time by the Board of Directors
 633 of the Association and (ii) comply with all the terms and conditions of the Association's Certificate of
 634 Incorporation, Bylaws, Intellectual Property Rights Policy and as from time to time in force (the
 635 Signatory hereby acknowledging receipt of current copies of these documents), and such rules and
 636 policies as the Board of Directors and/or committees of the Association may adopt. The Signatory
 637 certifies that it meets the conditions of Membership specified in the Bylaws. The Association and the
 638 Signatory acknowledge and agree that each Member is an intended third party beneficiary to the
 639 Agreement.
 640

641 In the event of the resignation of the Signatory or the termination or expiration of the Signatory's
 642 Membership (including dissolution of the Association), all obligations incurred by the Signatory relating
 643 to intellectual property rights prior to the date of such resignation, termination or expiration shall continue
 644 in effect, to the extent such obligations are intended to or are expressly stated in the Charter, Bylaws
 645 and/or any such rule or policy to survive such resignation, termination or expiration.
 646
 647

648 10.1 Membership Process

649 For Individual Members, your account creation and registration on our website (idpro.org),
 650 acknowledgement and acceptance of policies and procedures, and the on or offline payment of fees
 651 constitutes the Individual Membership Process.
 652

653 For Organizational Members, the Membership Process is a) either your account creation and registration
 654 on our website (idpro.org), acknowledgement and acceptance of policies and procedures, the e-signing of
 655 the Membership Agreement or b) the completion of this Agreement and delivery of the completed
 656 document to membership@idpro.org.

657 Upon receipt of the Membership Agreement, IDPro will review the documentation submitted, the Board
 658 may vote on the acceptance of the Agreement, and countersign the Membership Agreement (if applicable)
 659 and then issue to the primary and billing contacts listed, an invoice for member dues (if the organization
 660 has not already paid via idpro.org upon account registration).
 661

662 The benefits and fees associated with each level of membership can be found on our website –
 663 <https://idpro.org/join/benefits>.
 664
 665

666 10.2 Membership Level Selection

667 If you are submitting this to membership@idpro.org, please select the level of membership your
 668 organization is seeking in IDPro:
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 670
 671

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

672
 673
 674 Please specify the size of your organization:
 675

676 Corporate: 500+ employees

677
 678 Corporate: 2-500 employees

679
 680 Sole-trader or Not-for-profit
 681
 682
 683

684 10.2.1 Bulk Membership Packages (Optional)

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

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

689
690 [] 5 additional memberships for \$750 (no discount)

691
692 [] 10 additional memberships for \$1,350 (10% discount)

693
694 [] 50+ additional memberships for \$100 per member (33% discount) (when purchased as a single
695 block > 50 members)

696
697

698 10.3 Member Contact Information (all fields mandatory)

699 Company Name:

700 Company URL:

701 Company Address:

702 Street 1:

703 Street 2:

704 City, State, ZIP:

705 Country:

706

707 Primary Contact Name:

708 Primary Contact Email:

709 Primary Contact Phone:

710

711 Billing Contact Name (if different than primary):

712 Billing Contact Email:

713 Billing Contact Phone:

714 Billing Contact Address (if different than primary):

715 Street 1:

716 Street 2:

717 City, State, ZIP:

718 Country:

719

720 10.4 Signing Instructions

721

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

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

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By: _____
(Authorized Signature)

(Printed name of person signing above)

Date signed: _____

On behalf of IDPro

By: _____
(Authorized Signature)

(Printed name of person signing above)

Date signed: _____