

This agreement is made on *[date]* (Effective Date), between Data Interoperability Standards Consortium (DISC), a Pennsylvania nonprofit corporation, and *[name of member]*, an individual. Together DISC and the individual member are referred to as the Parties below.

For the consideration of becoming an individual member of DISC, with all its benefits and obligations, and for the membership fee paid to DISC, the parties agree to the terms and conditions below.

Individual Membership Agreement Summary

- You will follow the rules that are kept up to date and published on the Data Interoperability Standards Consortium's (DISC) site
- Your membership fee is non-refundable.
- Your membership is non-transferrable without written consent

Membership Agreement

1. I will become a member of the Data Interoperability Standard Consortium (DISC) on the next day immediately following payment of my annual membership dues and DISC's acceptance of this Membership Application and Agreement. I will be eligible for renewal of my membership on a yearly basis upon payment of annual membership dues and compliance with DISC's renewal procedures. My membership in DISC, and the rights and obligations of membership cannot be transferred or assigned without DISC's prior written approval.
2. I agree to comply with DISC's articles of incorporation, [bylaws](#), policies, procedures and other regulations, as adopted or amended from time to time and published on its official website (<http://datainteroperability.org/>), and I acknowledge that this Agreement is subject to them. I further acknowledge that it is my responsibility to periodically review DISC's articles of incorporation, [bylaws](#), policies, procedures and other regulations, and to stay current on any changes to them.
3. I authorize DISC to publicly disclose my membership in DISC, in press releases, on its website, in brochures, and by other similar means, unless otherwise requested by me in writing.
4. I may terminate my membership in DISC at any time upon written notice to DISC, but I understand that I will not receive a refund for annual membership dues already paid for the year of termination.
5. This Membership Application and Agreement will be interpreted and enforced in accordance with the laws of the State of Pennsylvania, and the exclusive jurisdiction for any action related to this Membership Application and Agreement will be state and federal courts located in the State of Pennsylvania.
6. Amendments. Any amendments or modifications to the agreement must be in a writing signed by the member and an authorized representative of DISC. Indemnification. Member shall will indemnify and hold DISC harmless against all losses, damages, costs, and

expenses, including reasonable attorney fees, resulting from any breach of any obligation, representation, or undertaking in this agreement.

7. Limitation of Damages. The liability, if any, of DISC and/or its agents, servants, representatives, officers, directors, and employees for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed the cost of individual membership actually paid by the member. In no event will DISC and/or its agents, servants, representatives, officers, directors, and/or employees be liable for indirect, special, or consequential damages.
8. Severability. If any provision in this agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.
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