



MEMBERSHIP AGREEMENT

I. MEMBERSHIP PREFERENCE (see Page 2 for a list of benefits) (check one)

A. Corporate Membership – Private Sector or Industry Organization

1. **Corporate – Stakeholder** (\$125,000 per year)
 - a) A seat on the Operating *Board* (voting)
 - b) A seat on the Operating *Committee(s)* (voting)
2. **Corporate – Programs** (\$50,000 per year)
 - a) A seat on the Operating *Board* (non-voting)
 - b) A seat on the Operating *Committee(s)* (voting)
3. **Corporate – General** (\$10,000 per year)
 - a) A seat on the Operating *Committee(s)* (voting)

B. Academic Institution Membership

1. **Academic – Stakeholder** (\$1,500 per year)
 - a) A seat on the Operating *Board* (voting)
 - b) A seat on the Operating *Committee(s)* (voting)
2. **Academic – Programs** (\$750 per year)
 - a) A seat on the Operating *Board* (non-voting)
 - b) A seat on the Operating *Committee(s)* (voting)
3. **Academic – General**
 - a) A seat on the Operating *Committee(s)* (non-voting)

C. Advisory Membership – Public Sector, Non-Profit or Governmental Organization

(Eligibility for a non-voting seat on the Operating *Board* and Operating *Committee(s)*)

1. **Government**
 - Federal**
 - State**
 - Other**
2. **Economic Development**
3. **Other:** _____



CORPORATE MEMBERSHIP BENEFITS

Membership Level & Annual Cost	The Wind Alliance Benefits	National Institute for Renewable Energy Benefits
Corporate Stakeholder \$125,000	<ul style="list-style-type: none"> ▪ Alliance Projects & Programs ▪ Voting seat on Operating Board (determines strategic direction of the organization and large projects, including funding opportunities to seek and who should participate) ▪ Voting seat on Operating Committee (relates to execution strategy for particular projects) ▪ Participation in Bi-Annual Meetings ▪ Access to Secure Member Portal ▪ Receive TWA Newsletter ▪ Use of TWA logo 	<ul style="list-style-type: none"> ▪ Voting seat on Corporate Advisory Council ▪ Pre-competitive information from NWRC 3 months prior to publish date ▪ Preference on Sponsored Research ▪ First right to see projects ▪ Participation in Quarterly Business Meeting ▪ Three free registrations to Annual Business meeting ▪ Use of NIRE/NWRC logo
Corporate Programs \$50,000	<ul style="list-style-type: none"> ▪ Alliance Projects & Programs ▪ Non-Voting seat on Operating Board ▪ Voting seat on Operating Committee ▪ Participation in Bi-Annual Meetings ▪ Access to Secure Member Portal ▪ Receive TWA Newsletter ▪ Use of TWA logo 	<ul style="list-style-type: none"> ▪ Pre-competitive information from NWRC 3 months before publishing ▪ Participation in Quarterly Business Meeting ▪ Three free registrations to Annual Business meeting ▪ Use of NIRE/NWRC logo
Corporate General \$10,000	<ul style="list-style-type: none"> ▪ Alliance Projects & Programs ▪ Voting seat on Operating Committee ▪ Participation in Bi-Annual Meetings ▪ Access to Secure Member Portal ▪ Receive TWA Newsletter 	<ul style="list-style-type: none"> ▪ Three free registrations to Annual Business meeting

Discount offered: Two (2) years of dues paid up-front provides three (3) years of membership.



II. CONTACT INFORMATION

Entity Representative:

Name

Title

Phone

Email

Entity Mailing Address:

III. LOGO AUTHORIZATION (check one)

The joining entity authorizes placement of its logo on the Alliance website. Yes No

IV. PAYMENT METHOD (check one)

- Wire (wire instructions provided upon request)
- Check
- Not Applicable (Academic – General or Advisory Member)



V. AGREEMENT

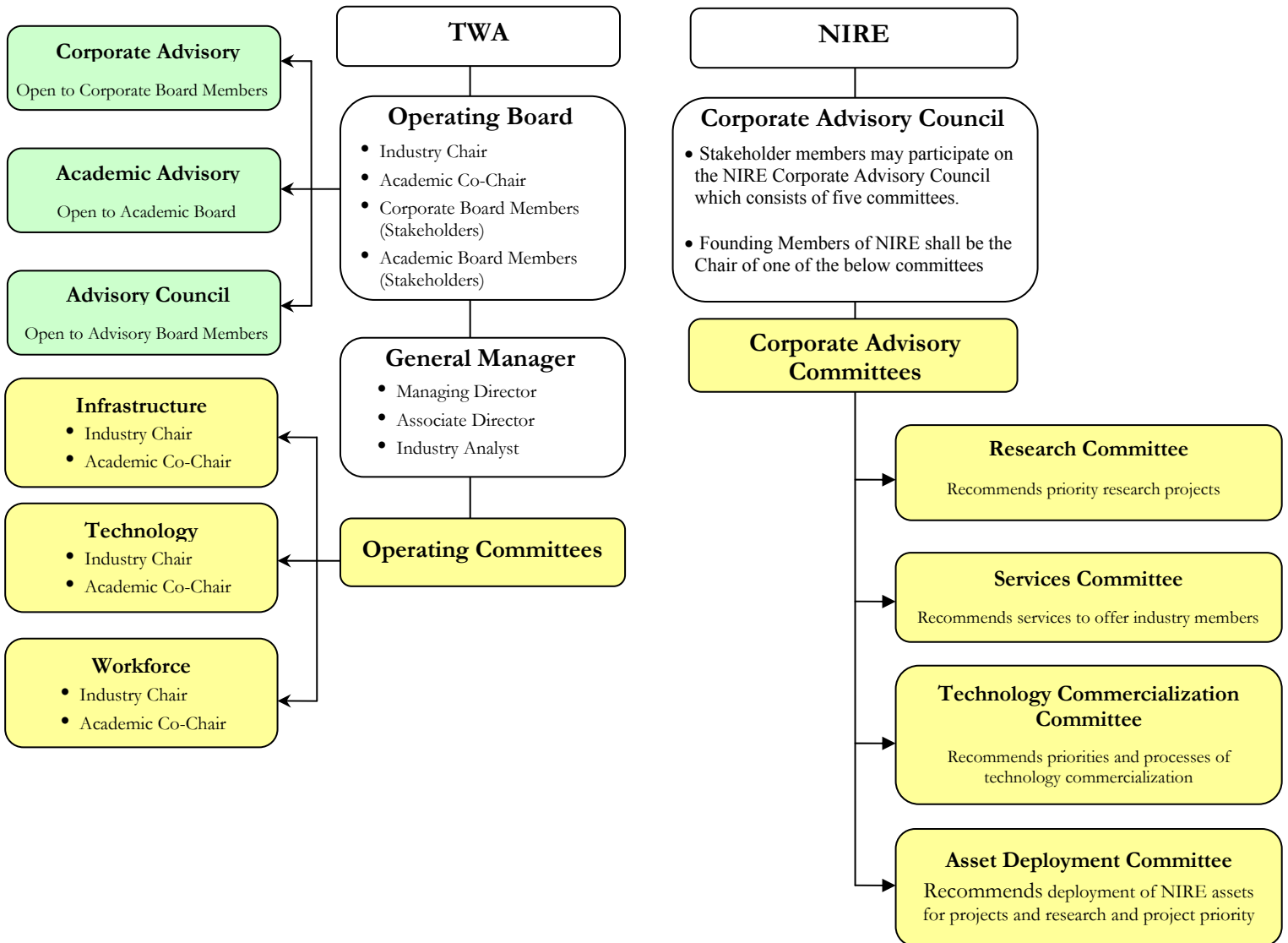
By signature, the parties agree to the terms and conditions of membership outlined here and in the attached Appendix to Membership Agreement.

<hr/> <p>Name of the Joining Entity</p> <hr/> <p>Signature Entity Representative</p> <hr/> <p>Name (Print) Entity Representative</p> <hr/> <p>Title Entity Representative</p> <hr/> <p>Date</p>	<hr/> <p style="text-align: center;">THE WIND ALLIANCE</p> <hr/> <p>Signature Managing Director</p> <hr/> <p style="text-align: center;">John D. White</p> <hr/> <p>Date</p>
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Attachment: Appendix to Membership Agreement

APPENDIX TO MEMBERSHIP AGREEMENT

I. Alliance Structure





II. The Wind Alliance

A. The Wind Alliance (hereafter referred to as the “Alliance”) is organized as a 501(c)(3) private, non-profit entity and operated as a public-private partnership among entities within the wind energy industry, public sector organizations, and academic institutions to:

1. Advance wind energy competitiveness in the overall global energy system by:
 - a) Creating the critical mass of people and the facilities required for effective R&D, innovation and commercialization and testing and certification of wind energy technologies
 - b) Employing this critical mass for the systematic achievement of technology solutions that advance wind energy reliability, performance and cost
2. Build a robust technical and professional workforce
3. Build comprehensive supply chains that drive economic development (local, regional and national) to achieve the national targeted market share for wind in utility energy production
4. Build and network rural-urban and regional-state and interstate partnerships that deliver and integrate wind power plant production, cost effectively meeting demand

III. Benefits of Membership

A. Collaboration that raises the overall competitiveness of the industry

1. Reliability, performance and cost
2. Permanent position in the portfolio of energy sources

B. Member leveraging of research and development expenditures

1. Pooling of capabilities and interests across industry and academic membership
2. Coordinated pursuit of pre-competitive R&D grants - from member teams only and from member teams leveraging their own funds as cost sharing in federal and state funded teams
3. Coordinated shaping of critical industry policies and procedures. Examples include but are not limited to:
 - a) Advanced manufacturing for parts, components and systems



- b) Next generation methods for testing and certification of parts, components and systems
 4. Timely, differentiated access and rights in federally leveraged pre-competitive know-how and IP
- C. *Member collaborations that leverage the timely development of critical infrastructure***
1. Strategic planning for needed one-of-kind facilities, e.g., testing and certification
 2. Coordinated pursuit of the funding required for such facilities
 3. Partnering for the creation of the technical and operational plans to make such facilities effective
- D. *Membership leveraging of pooled academic focus***
1. Effective communication between academic and industrial communities
 2. Creation of specific education and training programs, degrees
 3. Formal academic certification of education and training programs within and across participating communities, regions and states
- E. *Membership's benefits from the National Institute for Renewable Energy***
1. The National Institute for Renewable Energy (NIRE) has obtained the services of Alliance to administer the operation of NIRE's industry consortium pertaining to various activities such as membership, event planning and promotion, communications and other pre-competitive research and services offered by NIRE
 2. NIRE offers several benefits to membership based on membership level
 3. Alliance administers the NIRE Corporate Advisory Council which Stakeholder members make non-binding recommendations to NIRE



IV. Obligations of Membership

A. Dues: to help defray basic administrative operations of the Alliance.

1. Levels of paid membership:
 - a) Corporate – Stakeholder: \$125,000 per year
 - b) Corporate – Programs: \$50,000 per year
 - c) Corporate – General: \$10,000 per year
 - d) Academic – Stakeholder: \$1,500 per year
 - e) Academic – Programs: \$750 per year
2. Charter membership (applicable to all membership levels): Upon initial membership and upon membership renewal, two years of dues paid upfront will garner three years of membership
3. Dues shall apply to a calendar year which begins the day the application and dues are received by the Alliance.
4. Dues are subject to change by the Alliance Operating Board
 - a) Changes to membership dues will be applicable to new members and to current members when membership is up for renewal

B. Academic core competencies and capabilities (both Programs and General Level)

1. Upfront with regular updating: provide documentation of the institution's core competencies and resources (people, facilities, equipment) to perform wind energy relevant R&D, innovation and commercialization and workforce development
2. Basis for determination of resources: This documentation will be used by the Alliance to determine member resources across the academic network for the performance of all individual Alliance coordinated projects and programs, e.g., Technology, Workforce and Infrastructure. Members will be compensated appropriately for use of their resources and are not obligated to participate in any individual project or program
3. Services Contracting & Intellectual Property Framework: Academic institutions and companies shall agree to the use of one of the then Alliance approved Master Service Agreement templates in order to be eligible for participation in any given Alliance coordinated project/program team



C. *Industry project/program cost sharing: Participation in projects/programs is voluntary. To be eligible to participate in any specific project/program, Stakeholder- or Programs-level members shall agree to pay their proportionate share of:*

1. Cost sharing required to achieve leveraged financial participation by states and the federal government
2. IP Capture and management costs

D. *Advisory councils*

1. Agree to participate actively in their respective Advisory Council
 - a) Industry Advisory Council
 - b) Academic Advisory Council
2. Agree to serve their term on an Operating Committee or on the Operating Board if nominated and elected by your respective Council peers, members

V. *Rights of Members*

A. *No Restrictions: This Agreement shall in no way restrict any member organization's rights to work outside the Alliance on anything related to wind energy, including but not limited to:*

1. Contracts with individual companies or groups of companies
2. Pursuit of state or federally funded grants and contracts
3. Participation in other alliances, consortiums, associations or partnerships

B. *All Members:*

1. Participation and voting on all matters within their respective Advisory Council, including nominations for elections to seats on Alliance Committees and the Operating Board
2. Opportunity to participate in Alliance Committees
3. Voting on Alliance matters put to the membership by the Operating Board
4. Notices regarding the establishment of all Alliance sponsored projects and programs
5. Notices and invitations for participation in Alliance-sponsored activities, e.g., conferences and workshops



6. Information and updates on all Alliance activities
7. Attendance and participation in the Alliance annual meeting
8. Right to terminate membership at any time with written notice. Paid-in dues shall not be refunded.

C. Special Rights for Stakeholder –Level and Programs-Level Membership

1. Opportunity to serve on the Operating Board
2. Right voluntarily to participate on a case-by-case basis in Alliance sponsored R&D, innovation & commercialization and workforce development projects and programs
3. Only participants in a specific project or program shall have the right to:
 - a) Royalty-free right to use know-how and intellectual property created during the course of the work
 - b) Receipt of unpublished progress report documentation
 - c) Attendance at progress report meetings

D. Special Rights for Stakeholder –Level Membership with NIRE Corporate Advisory Council

1. Opportunity to serve on the Corporate Advisory Council
2. Right to make non-binding recommendations to NIRE in all five Corporate Advisory Council Committees such as: (1) Research Committee; (2) Services Committee; (3) Technology Commercialization Committee; (4) Deployment of Assets Committee; and (5) Priority Projects Committee
3. Each Founding Member of NIRE shall Chair one of the above committees for a period of no less than two years.