



Canadian Urban Transit Research and Innovation Consortium

Membership Agreement

WHEREAS Canadian Urban Transit Research & Innovation Consortium (“**CUTRIC**”) is a corporation incorporated under the Canada Not-for-profit Corporations Act (the “**Act**”) and pursuant to its articles of incorporation, as amended by CUTRIC, from time to time (the “**Articles**”), a copy of which is posted on the CUTRIC website;

AND WHEREAS the purpose of CUTRIC as provided in its Articles is to make Canada the global leader in innovative, cutting-edge manufacturing and innovation in transit and integrated mobility – from vehicles to communications systems to software – and to achieve this by promoting greater partnership between industry, academic and policy makers (the “**Purpose of CUTRIC**”);

AND WHEREAS the conduct of the affairs of CUTRIC is governed by the Second 2020-2021 Revised and Restated By-Law No. 1, as amended or replaced by CUTRIC from time to time (the “**By-Laws**”), a copy of which is posted on the CUTRIC website;

AND WHEREAS CUTRIC has adopted (i) a code of conduct, as amended or replaced by CUTRIC, from time to time, the “**Code of Conduct**”), (ii) a gender parity policy, as amended or replaced by CUTRIC, from time to time (the “**Gender Parity Policy**”), and (iii) other policies that have application to Members (the “**Other Policies**” and, together with the Code of Conduct, and Gender Parity Policy, the “**Policies**”), copies of which are posted on the CUTRIC website;

AND WHEREAS the board of directors of CUTRIC has resolved that membership in CUTRIC shall be conditional upon execution this Membership Agreement, as amended or replaced, from time to time (the **Membership Agreement**);

AND WHEREAS the undersigned (the “**Member**”) is or wishes to become a member of CUTRIC.

NOW THEREFORE IN CONSIDERATION of becoming or remaining a member of CUTRIC, the undersigned hereby covenants and agrees as follows:

1. The Member represents, warrants, and covenants to CUTRIC that the Member:
 - a) has reviewed and will review the Articles, By-Laws, and the Policies, as adopted, amended, and replaced by CUTRIC;
 - b) supports the Purpose of CUTRIC and may be engaged and involved in an active research and development project of CUTRIC;
 - c) is qualified as an Academic Member, a Government Member, a NPO Member, a Public Transit Member, or a Transportation Member (as such terms are defined in the By-laws) as declared at the end of this Membership Agreement;
 - d) has paid or will pay its membership fee for the current and future calendar years for its category of member as declared at the end of this Membership Agreement within 60 days of receiving an invoice;
 - e) is an entity duly existing and in good standing under the laws of the jurisdiction of its existence; and
 - f) has the authority to enter into this Membership Agreement and to carry out its obligations hereunder.
2. The Member acknowledges and agrees to be bound by the membership conditions applicable to



Members set forth in Section 2.1 of the By-Laws.

3. The Member acknowledges and agrees that its membership category and fee is and will be based on current information related to it and its affiliates, including, but not limited to, the number of customers, employees or students or the fleet size, as applicable, and that its membership category and fee will be reviewed annually.
4. The Member hereby designates or confirms its designation of the person identified below as its authorized representative to represent the Member in accordance with Section 2.2 of the By-Laws. The Member acknowledges and agrees to be bound by the provisions applicable to Members set forth in Section 2.2 of the By-Laws.
5. The Member acknowledges and agrees that membership may only be transferred to CUTRIC or otherwise in accordance with Section 2.3 of the By-Laws.
6. The Member acknowledges and agrees that membership is conditional upon payment of the membership fee for its category of member in accordance with Section 3.1 of the By-laws.
7. The Member acknowledges and agrees that the Member's membership in CUTRIC is subject to the termination provisions set forth in Section 3.2 and Section 3.3 of the By-Laws.
8. The Member acknowledges and agrees that the board of directors of CUTRIC has the authority to suspend or expel any Member from CUTRIC in accordance with Section 3.4 of the By-Laws.
9. The Member acknowledges and agrees that all matters related to the meetings of members of CUTRIC, including, without limitation, the place, manner of participation, notice, frequency of meetings, ability of members to call meetings and make motions at meetings, voting and the manner of voting at meetings, including all matters related to electronic or absentee voting, shall be determined by CUTRIC in accordance with Section 4 of the By-Laws.
10. The Member acknowledges and agrees that any notice to be given to the Member by CUTRIC shall be given in accordance with Section 8 of the By-Laws.
11. The Member acknowledges and agrees that disputes or controversies among members of CUTRIC, directors, officers, committee members, or volunteers of CUTRIC, and, if applicable, the Member shall be resolved in accordance with the dispute resolution provisions set forth in Section 10.2 of the By-Laws.
12. The Member agrees to abide by the provisions of the Articles, By-laws, and the Policies as they relate to members of CUTRIC and to cause its directors, officers, employees and contractors to abide by the provisions of the Policies in all activities related to CUTRIC.
13. The Member acknowledges and agrees that any materials developed by or for CUTRIC and disseminated in connection with meetings, events, or initiatives of CUTRIC ("CUTRIC IP"), shall be the sole property of CUTRIC.
14. The Member hereby grants CUTRIC, and CUTRIC hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and licence to use the Member's logo during the Membership term in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a Member.
15. The Member agrees that it shall not disclose to any person other than another member of CUTRIC, without the prior written consent of CUTRIC, any information relating membership in CUTRIC, CUTRIC IP, or the conduct of any meetings of CUTRIC (including meetings of directors and of members) ("Confidential Information"). The Member shall maintain confidentiality of all Confidential Information, and without obtaining the written consent of CUTRIC, shall not disclose any



Confidential Information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the Member's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by the Member to its shareholders, investors, legal counsel or financial advisors regarding this Membership Agreement, provided that such shareholders, investors, legal counsel or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Membership Agreement. Disclosure of any confidential information by the directors, officers, employees, or contractors hired by the Member shall be deemed disclosure of such confidential information by the Member and the Member shall be held liable for any such breach of this Membership Agreement. This Section 15 shall survive the termination of this Membership Agreement for any reason.

16. This Membership Agreement shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
17. This Membership Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same document.
18. The terms of this Membership Agreement shall apply for so long as the Member is a member of CUTRIC and shall terminate upon the Member ceasing to be a member of CUTRIC.

[Signature Page Follows]



IN WITNESS WHEREOF the parties have duly executed this Membership Agreement as of the date of the last party to execute this Membership Agreement.

**CANADIAN URBAN TRANSIT
RESEARCH & INNOVATION
CONSORTIUM**

Per: _____

Name:

Title:

Date:

[MEMBER]

Per: _____

Name:

Title:

Date:

MEMBER CATEGORY:

MEMBER AUTHORIZED REPRESENTATIVE:

Name: _____

Title: _____