

HR-XML Consortium Consortium Membership Agreement

Agreement dated this _____ day of _____, 200_

BETWEEN

HR-XML Consortium, Inc., a non-profit corporation organized under the laws of California (“HR-XML Consortium”), with its address at _____, and

_____, _____, _____,
(Organization) (Street Address) (City)

_____, _____, _____ (“Member”).
(State/Region) (Postal Code) (Country)

WHEREAS, HR-XML Consortium has been established as an independent, non-profit association for various pro-competitive purposes, including the development and promotion of a standard suite of XML specifications to enable e-commerce and the automation of human resources-related data exchanges.

WHEREAS, Member wishes to join and participate in HR-XML Consortium on the terms and conditions set out below,

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

Affiliates means an entity that directly or indirectly Controls, is Controlled by, or is under

common Control with another entity, so long as such Control exists.

Associate Member means a Member having paid the Associate Member fee as given in Schedule 1 and having the membership entitlements as given in Schedule 2.

Charter Member means a Member having paid the Charter Member fee as given in Schedule 1 and having the membership entitlements as given in Schedule 2.

Committee means any committee established by the Board of Directors of HR-XML Consortium to further the objectives of HR-XML Consortium. These shall include, but not by way of limitation, the Business Steering Committee and the Technical Steering Committee.

Compliance Test Suite means any test suite developed or adopted by or for HR-XML Consortium and approved by HR-XML Consortium for the purpose of determining the compliance of an implementation of a Specification.

Compliant Portion means only those specific portions of products that: (i) implement and are compliant with all relevant portions of a Specification, and (ii) are within the bounds of the Scope.

Confidential Information means and includes: (i) a Draft Specification or Draft Technical Note, or a Specification or Technical Note, or a Compliance Test Suite, prior to its public release; (ii) Contributions, (iii) written materials marked as confidential at the time of disclosure; (iv) orally-disclosed material that is designated as confidential at the time of disclosure, and is memorialized with specificity in the written minutes of a Workgroup, and attributed in the meeting minutes to the submitting Member or Members, summarizing the Confidential Information sufficiently for identification; and (v) all minutes of meetings of a Workgroup, any Committee, or the Cross-Process Workgroup.

Contribution means a submission to or for a Workgroup, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a Workgroup, and attributed in the meeting minutes to the submitting Member or Members, provided that the minutes are promptly provided to the individual representing the submitting Member or Members, unless the submitting Member or Members withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes.

Control means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

Draft Technical Note means a proposal, document or guide in draft or non-final form, being worked on or considered by HR-XML Consortium prior to adoption as a Technical Note.

Draft Specification means a proposal, document or guide entitled Draft Specification in draft or non-final form, being worked on or considered by HR-XML Consortium prior to adoption as a Specification.

Fees means the fees for membership in HR-XML Consortium as given in Schedule 1.

General Member means a Member having paid the General Member fee as given in Schedule 1 and having the membership entitlements as given in Schedule 2.

Members mean all HR-XML Consortium members, regardless of membership class, including Members who may become Members after the undersigned Member joins.

Necessary Claims means those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which Member or its Affiliates has the right to grant licenses of the nature agreed to be granted herein without such grant

resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by an implementation of a Specification adopted and approved for release by HR-XML Consortium and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially feasible non-infringing implementation of such Specification. Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent as Necessary Claims or (ii) that read solely on an optional implementation example or optional reference implementation.

Non-Profit Member means a Member having the membership entitlements as given in Schedule 2.

Participate, with respect to a Workgroup, means to make a Contribution to the Workgroup, or to vote on Draft Specifications or other matters to be decided by the Workgroup, or to attend three or more meetings of the Workgroup in a twelve month period.

Scope means the software interfaces solely to the extent disclosed with particularity in a Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within a Specification, together with any Compliance Test Suite adopted to test the compliance of an implementation to a Specification. Notwithstanding the foregoing, the Scope shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Specification, but are not themselves expressly set forth in a Specification (e.g. compiler technology, object oriented technology, basic operating system technology); (ii) the implementation of other published specifications not developed by or for HR-XML Consortium but referred to in the body of a Specification; or (iii) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Specification.

Specification means a document entitled Specification adopted and approved for release by

HR-XML Consortium relating to any HR-XML implementation, and any updates or revisions adopted and approved for release.

Technical Note means a proposal, document or guide, other than a Specification, which has been approved for release as a HR-XML Consortium Technical Note. Typically, a Technical Note will contain functional and technical information to aid in the implementation of a Specification as adopted and approved for release by HR-XML Consortium.

Workgroup means a group formed by HR-XML Consortium to carry out specific activities within a particular technical domain or business process.

2. **MEMBERSHIP**

2.1. **Membership.** In consideration of the payment by Member of the Fees as set out in Schedule 1, to be paid upon execution of this Agreement and on each anniversary thereof, Member shall become a member of HR-XML Consortium as indicated in Schedule 2, as a Charter, General, Associate or Non-Profit Member.

2.2. **Support for Mission.** During the term of its membership in HR-XML Consortium, Member expects to support the design, development, or application of software products that will implement the Specifications adopted and released by HR-XML Consortium. However, nothing in this Section or in this Agreement shall obligate Member to manufacture or use products complying with the Specifications or preclude the use of alternate or competing specifications, or preclude participation in different or competing consortia or other organizations.

2.3. **Member Benefits.** Member shall be entitled to the benefits provided by this Agreement. Member shall be entitled to participate in HR-XML Consortium as specified in Schedule 2.

- 2.4. **Use of Name.** Member may publicly disclose that it is a Member of HR-XML Consortium. Except as explicitly set forth in this Section 2.4, Member may not identify any product or service as being sanctioned by, sponsored by or associated with HR-XML Consortium, except in accordance with policies and procedures which may be established by HR-XML Consortium and notified to Members, including, but not limited to, policies and procedures that require passing Compliance Test Suites as a condition of so identifying any product or service.

Member agrees to have its name added to HR-XML Consortium published list of members; have an authorized representative of Member attend meetings of HR-XML Consortium; and work within HR-XML Consortium per the terms of this Agreement.

- 2.5. **Affiliates.** Member acknowledges and agrees that it and its Affiliates shall be treated for all purposes as one Member, entitled to one vote on all matters upon which Member is entitled to vote. Member also acknowledges and agrees that Section 5 of this Agreement, entitled “Intellectual Property,” binds Member and Member’s Affiliates in accordance with its terms.

3. **OBLIGATIONS OF MEMBERS**

- 3.1. **Contribution.** Member may make Contributions to Specifications, Technical Notes, and Compliance Test Suites subject to the terms and conditions of this Agreement.
- 3.2. **Expenses.** Member shall bear its own costs and expenses for its participation in HR-XML Consortium, such as travel, employee compensation, and incidental expenses.
- 3.3. **Antitrust Policy.** Member agrees to comply with the applicable antitrust laws which govern it. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law.

4. INFORMATION

4.1. **Confidential Information.** HR-XML Consortium, Member and its Affiliates agree that Confidential Information is confidential and shall be protected from disclosure using at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Member and its Affiliates will neither disclose nor distribute Confidential Information, except as necessary for its employees or, contractors (under a comparable confidentiality agreement with such contractors which contains confidentiality terms no less restrictive than those set forth in this Agreement) with a need to know for the purpose of creating Contributions, developing or updating Draft Specification, Draft Technical Note, Specification and/or Technical Note documents, developing or maintaining Compliance Test Suites, and/or developing, maintaining and/or supporting products, technologies, documentation, or related materials in connection with or based upon such documents. Any information incorporated in a particular revision of such documents, including any exhibits or attachments thereto, shall be permitted to be released upon agreement of HR-XML Consortium in accordance with its policies and procedures. Any copies which are made will be marked “confidential,” “proprietary” or with a similar legend as on the original. This obligation of confidentiality will expire three (3) years from the date of the disclosure to Member and its Affiliates. However, neither Member nor its Affiliates will be liable for the disclosure of any information that is:

- 4.1.1. publicly available other than by the recipient’s breach of a duty of confidentiality;
- 4.1.2. rightfully received from a third party without any obligation of confidentiality; or
- 4.1.3. rightfully known to the recipient without any limitation on disclosure prior to its receipt from the disclosing party; or

- 4.1.4. independently developed by employees or contractors of the recipient; or
- 4.1.5. disclosed as required by law; or
- 4.1.6. made public by agreement of HR-XML Consortium; or
- 4.1.7. inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service.

The obligations of this Section shall survive termination of this Agreement.

- 4.2. **Residuals.** Any party shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information in tangible form. The term “residuals” means that Confidential Information in non-tangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of Member within Member’s organization. However, this Section 4.2 shall not be deemed to grant to any party a license under the discloser’s copyrights or patents.

5. **INTELLECTUAL PROPERTY**

- 5.1. **Agreement to Grant Licenses.** When HR-XML Consortium, by majority vote of a quorum of Membership (one-third of member organizations), adopts and approves for release a Specification or Compliance Test Suite developed by a Workgroup in which Member Participated during the period in which the Workgroup developed or considered that Specification or Compliance Test Suite, then Member and its Affiliates hereby agree to grant to other Members, their Affiliates, and to any other entity that grants reciprocal licenses pursuant to Section 5.1.1 (collectively, “Licensees”), a non-exclusive, non-

transferable, irrevocable, perpetual, worldwide, royalty-free license on reasonable and non-discriminatory terms under its Necessary Claims to allow Licensees to make, have made, use, import, offer to sell, lease and sell and otherwise distribute Compliant Portions implementing such Specification or Compliance Test Suite. Member agrees that it will not transfer patents having Necessary Claims for the purpose of circumventing this Section 5.1.

5.1.1. Reciprocity Required. Member's agreement in Section 5.1 to grant patent licenses with respect to a particular Specification or Compliance Test Suite shall not be effective as to any Member, Affiliates, or other entity that does not make a reciprocal patent license grant of the same scope, with respect to that same Specification or Compliance Test Suite, as set forth in Section 5.1 available to all Members, their Affiliates, and other entities that grant such reciprocal licenses.

5.2. Limited Agreement to Disclose. When Member Participates in a Workgroup, Member shall make reasonable efforts to disclose to the Workgroup the existence of patents or patent applications that may contain Necessary Claims infringed by Specifications, Draft Specifications or Compliance Test Suites developed or considered by that Workgroup as soon as possible after discovering that they may contain Necessary Claims. This obligation is limited to Necessary Claims that are personally known as such to the individuals acting on behalf of Member with respect to its Participation in that Workgroup. For patents and published applications, the disclosure shall identify the patent or application in question as well as the claims of such patent or application that may be Necessary Claims. For unpublished applications, the disclosure need not identify the claims that may be Necessary Claims, but shall identify with particularity the portions of any Draft Specification or Specification and that might read on the claims. In no event is Member obligated to conduct a search of its patents or pending applications.

5.3. Right to Grant Non-Exclusive Licenses Retained. Member and its Affiliates retain the independent right to grant or withhold a non-exclusive license or sublicense of patents

containing Necessary Claims to non-Licensees on such terms as Member may determine.

- 5.4. **No Other License.** No patent license, immunity or other right is granted under this Agreement by Member or its Affiliates to any other Member or its Affiliates or to HR-XML Consortium, or by HR-XML Consortium to Member or its Affiliates, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth herein.
- 5.5. **Transfer of Necessary Claims to Third Parties.** Any transfer by Member to a third party of a patent having Necessary Claims shall be subject to: (i) the terms and conditions of this Agreement, and (ii) the agreement to grant licenses by Member to Licensees pursuant to Section 5.1 and Section 5.1.1 of this Agreement.
- 5.6. **Ownership and Grant of Copyright Licenses.** Any Contributions submitted by Member alone, or in combination with other Members ("Submitting Members") shall be owned by the Submitting Members (or third parties as the case may be) ("Licensed Contributions") without a duty of accounting to each other, the other Members or HR-XML Consortium. The Submitting Members hereby grant HR-XML Consortium an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to reproduce, display, perform, prepare and have prepared derivative works based upon, and distribute and sublicense, the Licensed Contributions and derivative works thereof for use solely in connection with the purposes of HR-XML Consortium in the development, implementation and use of the Specifications and Compliance Test Suites. Member may only include third party copyrightable material in Licensed Contributions if Member has sufficient rights and licenses to enable it to grant HR-XML Consortium the rights and licenses set forth above.

As between Member and HR-XML Consortium, HR-XML Consortium will own exclusively any copyrightable materials developed by HR-XML Consortium or by contractors performing work for HR-XML Consortium ("HR-XML Consortium

Materials”). HR-XML Consortium hereby grants to Member and its Affiliates an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to reproduce, display, perform, prepare and have prepared derivative works based upon and distribute and sublicense the HR-XML Consortium Materials and Licensed Contributions and derivative works thereof (including the right to authorize Affiliates to do any, some or all of the foregoing) for use solely in connection with the purposes of HR-XML Consortium in the development, implementation and use of the Specifications and Compliance Test Suites.

Subject to any third party intellectual property rights, Member is authorized to create and have created, and to reproduce and license, lease, sell or otherwise distribute (directly and indirectly) implementations based on Technical Notes and Specifications.

6. HR-XML CONSORTIUM WARRANTY AND LIABILITY

6.1. ALL MATERIALS AND INFORMATION PROVIDED BY HR-XML CONSORTIUM AND MEMBER ("MATERIALS") ARE PROVIDED "AS IS", AND HR-XML CONSORTIUM AND MEMBER EACH MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL HR-XML CONSORTIUM OR MEMBER BE LIABLE FOR ANY LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO EVENT SHALL HR-XML CONSORTIUM OR MEMBER BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE.

6.2. If any third party makes or threatens to make any claim against Member (or if, in the opinion of Member, such a claim is likely) that the use by HR-XML Consortium or any

other member(s) of any Materials contributed by Member infringes any intellectual property right of such third party, Member shall inform HR-XML Consortium and such member(s) immediately. In addition, if a third party makes or threatens to make any claim against HR-XML Consortium that the use by HR-XML Consortium or any members of any Specification infringes any intellectual property right of such third party, HR-XML Consortium shall inform Member immediately.

7. TERM AND TERMINATION

7.1. **Renewal.** This Agreement shall automatically renew annually, unless terminated earlier in accordance with Section 7.2 below.

7.2. **Termination.** This Agreement may be terminated:

- 7.2.1. by HR-XML Consortium giving to Member sixty (60) days notice in writing before any anniversary of this Agreement.
- 7.2.2. by Member immediately on giving to HR-XML Consortium notice in writing.
- 7.2.3. by either party immediately on giving written notice to the other party if the other party has committed any material breach of this Agreement and in the case of a breach capable of being remedied, has failed to remedy the breach, within 30 days after the receipt of a written request notifying such breach and requiring it to be remedied.
- 7.2.4. by HR-XML Consortium on written notice to Member if Member fails to pay any sum(s) due to HR-XML Consortium under this Agreement and such sum(s) remain unpaid for thirty (30) days after written notice from HR-XML Consortium that such sum(s) have not been paid.

7.3. Withdrawal from a Workgroup. Member may withdraw from any HR-XML Workgroup by giving written notice, effective upon delivery, to HR-XML Consortium and the Workgroup chair. As of the effective date of withdrawal, Member shall no longer be deemed to Participate in that Workgroup. The withdrawal shall have no effect on Member's Participation in the Workgroup prior to Member's withdrawal, or on Member's Participation in other Workgroups.

7.4. Survival of Agreement to Grant License If Member Terminates or Withdraws.

Notwithstanding Member's termination of this Agreement or withdrawal from a Workgroup, and except as provided in Section 7.4.1, Member's agreement to grant a license as provided in Sections 5.1, 5.1.1, and 5.6 shall survive and remain in full force and effect: (i) for Specifications as to which the Technical Steering Committee gave notice of its approval more than sixty (60) days before the effective date of Member's termination or withdrawal ("Committed Specifications"); (ii) for any Contribution made by Member to a Specification; and (iii) for unmodified portions of Committed Specifications that are contained in Specifications approved after the effective date of Member's termination or withdrawal. Member's agreement to grant licenses shall extend to all Members of HR-XML Consortium, including Members who become Members after the effective date of Member's termination.

7.4.1. Exception in the Event of Non-Compliance. The agreement to license, which survives under Section 7.4 above, shall terminate completely: (i) as to any Specification which does not include substantially all applicable requirements for interoperating, communicating or connecting with or to products that comply with prior version(s) of such Specification that were in effect sixty (60) days prior to the effective date of Member's termination or withdrawal; or (ii) as to Specifications, any portion of which is inconsistent with or exceeds the Scope prior to or as of sixty (60) days before the effective date of Member's termination.

7.5. Survival of Agreement to Grant License if HR-XML Consortium Terminates.

Notwithstanding HR-XML Consortium's termination of this Agreement and except as

provided in Section 7.5.1, Member's agreement to grant a license as provided in Sections 5.1, 5.1.1 and 5.6 shall survive and remain in full force and effect: (i) for Committed Specifications; (ii) for any Contribution made by the terminated Member to a Specification; and (iii) for unmodified portions of Committed Specifications that are contained in Specifications approved after the effective date of HR-XML Consortium's termination. Such agreement shall extend to all Members of HR-XML Consortium, including Members who become Members after the effective date of HR-XML Consortium's termination.

7.5.1. Exception in the Event of Non-Compliance. The agreement to license, which survives under Section 7.5, shall terminate completely: (i) as to any Specification which does not include substantially all applicable requirements for interoperating, communicating or connecting with or to products that comply prior version(s) of such Specification that were in effect sixty (60) days prior to the effective date of HR-XML Consortium's termination; or (ii) as to Specifications, any portion of which is inconsistent with or exceed the Scope prior to or as of sixty (60) days before the effective date of HR-XML Consortium's termination.

For the avoidance of doubt, termination of this Agreement for any reason shall not entitle Member to any refund of the Fees due under this Agreement.

8. OTHER PROVISIONS

8.1. No Modification. This Agreement constitutes the entire agreement of the parties relative to this subject, and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

This Agreement may not be modified except as set forth in Section 8.11 or by the mutual written consent of the parties.

Oral collateral agreements do not exist. No approval, consent or waiver shall be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

8.2. **No Transfer.** Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of HR-XML Consortium such consent not to be unreasonably withheld, except to its Affiliates so long as its Affiliate becomes a Member of HR-XML Consortium and executes this Agreement. In the case of such a transfer to an Affiliate, the Affiliate shall be entitled to the benefit of any unexpired period of Member's membership without the payment of any additional Fee. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted transfer in violation of this Section is null and void.

8.3. **Notice.** Member designates the representative identified below for the purpose of receiving notice under this Agreement. All notices to HR-XML Consortium shall be delivered to the address provided in the first page of this Agreement, to the attention of Director. Member may change the designated representative by written notice to HR-XML Consortium. If Member fails to designate a representative, notice may be sent to Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or five (5) days after being sent first-class mail, postage prepaid, addressed to Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both: (a) by express mail or by first class mail, postage prepaid, and (b) by electronic mail or by facsimile.

- 8.4. **No Joint Venture.** Nothing contained in this Agreement and no action taken by Member shall be deemed to render Member or its Affiliates an employee, agent or representative of HR-XML Consortium or any other Member or their Affiliates, or shall be deemed to create a partnership, joint venture or syndicate among or between any of Members or their Affiliates or with HR-XML Consortium.
- 8.5. **Severability.** If any provision of this Agreement is for any reason declared illegal in any country, all other provisions shall remain in full force and effect to the fullest extent permitted by such law. For the avoidance of any doubt, any such finding of illegality in any country shall not affect the validity of any provisions of this Agreement in other countries.
- 8.6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 8.7. **Integration.** This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to Member's membership in HR-XML Consortium.
- 8.8. **Limitation on Actions.** Neither Member nor HR-XML Consortium shall bring any legal action against the other or against any of the other Members in connection with this Agreement or HR-XML Consortium more than (2) two years after the cause of action arose.
- 8.9. **Jury Waiver.** Member and HR-XML Consortium each waive any right they may have to a jury trial in any dispute arising out of this Agreement. The United Nations' Convention on International Sale of Goods does not apply.

8.10. **Headings.** The headings in this Agreement are for reference only. They shall not affect the meaning or interpretation of this Agreement.

8.11. **Modifications.** This Agreement may be modified from time to time by the Board of Directors of HR-XML Consortium. Any such modification shall not become effective until forty-five (45) days after notice of the modification is given in writing to all Members, and such modification shall not apply at all to any Member that gives notice in writing of termination of this Agreement, pursuant to Section 7.2, prior to the end of this forty-five (45)-day review period.

9. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

FOR AND ON BEHALF OF
Member

FOR AND ON BEHALF OF
HR-XML Consortium, Inc.

Name:	_____	Name:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Schedule 1
HR-XML Consortium Membership Fees

All fees are in US Dollars (\$)

Annual Membership Fee

Upon payment of the following fees Member is entitled to the entitlements of Members of HR-XML Consortium:

Membership Level	Annual Fee	Tick to indicate desired level of membership
Charter Member	\$20,000 (first year) \$7,500 (renewal)	
General Member	Vendor, consulting, and integrator organizations: \$10,000 (first year) \$5,000 (renewal) End-user organizations (excluding vendors of software or HR-related services, consulting firms and integrators): \$5,000 (first year) \$5,000 (renewal)	
Associate Member	\$250 (first year) \$250 (renewal)	
Non-Profit Member	\$5,000 (first year) \$5,000 (renewal)	

The Fees may be amended from time to time by the Board of Directors and shall from the date of such amendment replace the previously existing Fees. Any such change to the Fees shall not require re-execution of this Agreement.

Schedule 2

HR-XML Consortium Membership Entitlements

1. HR-XML Consortium – Membership Benefits:

- Eligibility to recommend and vote on HR-XML Consortium standards
- A Higher profile with investors and customers from being affiliated with an important technology movement (XML-enabled e-commerce) supported by leading technology firms
- Access to vital information from HR-XML Consortium and from its technology partners on how XML and related technologies might be used to reduce costs, improve customer service, assure quality, and build innovative new product offerings
- Reduced costs through shared research, development, and testing of XML vocabularies
- Increased visibility from HR-XML Consortium press releases, links on HR-XML Consortium Web site (hr-xml.org), and from HR-XML Consortium activities.
- Complimentary standards documentation and complimentary copies of software developed by HR-XML Consortium
- Other marketing benefits assigned by HR-XML Consortium Board of Directors.

2. HR-XML Consortium - Membership Entitlements:

- **Charter Members** shall be entitled to:
 - Vote in HR-XML Consortium's Board of Directors elections, nominate individuals to the Board, and vote on other matters of HR-XML Consortium governance
 - Participate in technical workgroups
 - Vote on all specifications developed by HR-XML Consortium

- Marketing benefits as specified by the Board of Directors, including a link from HR-XML Consortium website, use of the “member logo”, and inclusion in press releases and collateral material.
- **General members** shall be entitled to:
 - Participate in technical workgroups
 - Vote on all specifications developed by HR-XML Consortium
 - Marketing benefits as specified by the Board of Directors
- **Associate Members** shall be entitled to participate in HR-XML Consortium listservs, meetings and conference calls, bring forward proposals and discussion drafts, and assume many official roles within workgroups. Associate membership is open only to individual, non-corporate members. Associate membership is not transferable to another person or organization.
- **Non-Profit Members** shall be entitled to:
 - participate in technical workgroups
 - vote on all specifications developed by HR-XML Consortium
 - Marketing benefits as specified by the Board of Directors

Non-Profit Membership is only available to approved non-profit organizations.

Schedule 3

Membership Information

1. Organization:

Organization Name: (Please print) _____

2. Membership Listing

HR-XML Consortium realizes that each organization places a very high value on its name and its use. To ensure the accuracy of our records, please indicate below the way in which your organization's name should appear in the membership listing:

Formal Organization Name, including classification (trademark, service mark, etc.).

Acceptable Shortened Version(s) of Organization Name

HR-XML Consortium prints and distributes a "Member List" at industry events and as a part of general communications and presentation materials. This list will only contain the formal organization name of our members.

3. Website Address

HR-XML Consortium provides a list of Member organizations on our Website. If you supply your Website address, we will link it to this listing.

4. Designated Representative(s) (Please print)

	Primary Representative:	Primary Alternate:
<i>Name:</i>	_____	_____
<i>Title:</i>	_____	_____
<i>Organization Name:</i>	_____	_____
<i>Address:</i>	_____	_____
	_____	_____
	_____	_____
<i>Phone No:</i>	_____	_____
<i>Fax No:</i>	_____	_____
<i>Email Address:</i>	_____	_____

5. Billing Address (Please print)

Representative:

Name: _____

Title: _____

Organization Name: _____

Address: _____

Phone No: _____

Fax No: _____

Email Address: _____