

The following Terms and Conditions form a part of your Membership Agreement with COAST Centre for Ocean Applied Sustainable Technologies (the “Agreement”).

**1. MEMBERSHIP****1.1 Definitions**

- a. “COAST” is the COAST Centre for Ocean Applied Sustainable Technologies, a dba of YYJ Prosperity Association, a not-for profit organization incorporated in British Columbia under the Societies Act.
- b. “Applicant” is an entity that has applied for membership with COAST and is awaiting adjudication from COAST.
- c. “Member” is an active Member of COAST and is subject to the terms and conditions outlined in this Agreement.

1.2 As a member of COAST, the Member agrees to abide by the terms of this Agreement along with any regulations, rules, policies or procedures established by COAST.

1.3 The Member agrees that COAST may amend this Agreement or its regulations, rules, policies or procedures from time to time.

1.4 The Member’s continued membership will constitute acceptance of the amended Agreement or regulations, rules, policies or procedures.

**2. TERM**

2.1 Membership terms are annual starting on the day of signup.

2.2 Membership terms will auto-renew unless cancelled per the stipulations outlined in Section 7.3 of these Membership Terms and Conditions

**3. MEMBERSHIP APPLICATION**

3.1 COAST will adjudicate the application for membership based on the rules and criteria established by the COAST Advisory Board. Results of the adjudication will either be:

- a. Accepted for membership; or
- b. Rejected for membership.

3.2 If a Membership application is rejected, the Applicant has the right to request justification for their rejection. However, COAST’s decision to accept or reject an application for membership is final.

3.3 A copy of the member criteria associated with membership approval is available upon request.

3.4 Applicant shall inform COAST at the time of application of any Applicant affiliation (direct or indirect) with any party identified on the Canadian sanctions list including the United Nations Act, the Special Economic Measures Act and/or the Justice for Victims of Corrupt Foreign Officials Act.

3.5 Applicant shall inform COAST at the time of application of any possible or perceived conflict of interest that may impact the Applicants membership with COAST.

**4. MEMBERSHIP TYPES AND LEVELS**

4.1 Membership Levels are established to provide varying benefits to Members based on their level of interest and involvement with COAST.

4.2 COAST reserves the right to alter the Membership Levels including benefits and pricing each year.

4.3 In the case where a Member requests a change to their level of membership during an active membership term, the fees and benefits of the new level of membership shall be prorated at COAST’s discretion.

4.4 Any adjustment to the Membership Levels will only be applied to the next membership year and shall be communicated to all existing members before December 31.

**5. FEES**

5.1 Membership Fees are established by COAST depending on the type of membership and Membership Level.

5.2 COAST reserves the right to adjust the fees associated with membership each year.

5.3 Any adjustment to membership fees will only be applied to the next membership year and shall be communicated to all existing members before December 31.

**6. TAXES**

6.1 Any amount payable by the Member under this Agreement will be exclusive of local taxes including, but not limited to goods and services tax. If any supply made by COAST under this Agreement is a taxable supply, COAST must provide the Member with a valid invoice usable for taxation purposes and the Member must pay an additional amount to COAST which is equal to the consideration payable by the Member for relevant supply multiplied by the prevailing local tax rate. This includes taxes, stamp duties or other documentary fees.

**7. PAYMENTS**

7.1 Where relevant, Members who select to pay invoices by credit card irrevocably authorises COAST, on the invoice due date, to deduct from the Member’s credit card the Membership Fee plus any relevant taxes payable in advance.

7.2 The Member irrevocably authorises COAST to deduct all amounts charged to the Member by COAST on such credit card at any time during any billing period and subsequent renewal periods.

7.3 The authorisation will remain in effect until the Member cancels or makes any changes in writing at least 30 days prior to the next billing date.

7.4 If a charge is declined or reversed by the credit card issuer or network, the Member agrees to reimburse COAST for all reasonable costs of collection. The Member’s credit card issuer may also assess its customary charge for such transactions.

7.5 Members who select to pay by cheque or bank transfer shall for the duration of this Agreement pay by the due date on the Invoice the Membership Fee payable.

7.6 Payment is due 7 days from the invoice issue date. Should payment not be received 14 days from the invoice issue date, an administrative fee of 1.5% referred to as “Penalties” per month will apply on the overdue balance until payment has been received by COAST.

7.7 In the event that the Member does not pay within 14 day(s) from the invoice issue date the total amount as stated on an invoice COAST shall be entitled to suspend Membership Benefits.

7.8 The Member shall pay all sums due to COAST under this Agreement without any deduction or set off.

7.9 The Member shall pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to services.

**8. MEMBERSHIP BENEFITS**

8.1 COAST reserves the right to alter benefits of membership each year.

8.2 Any adjustment to the benefits of membership will only be applied to the next membership year (unless outside of COAST’s control) and shall be communicated to all existing members before December 31.

**9. MEMBER RIGHTS AND RESPONSIBILITIES**

9.1 The Member shall not:

- a. use COAST or any COAST services to commit any illegal or unlawful act; or
- b. use its membership in such a way as to detract from the integrity, good reputation or professionalism of COAST, as determined by COAST in its sole discretion; or
- c. Abuse the privileges provided by COAST membership in such a way that may negatively impact other members of COAST.

9.2 If COAST determines that the Member has committed any violation of these terms or any other terms of this Agreement, COAST may take disciplinary action against the Member, up to and including the termination of the Member’s membership.

**10. MEDIA PROMOTION**

- 10.1 As a current Member of COAST, the Member may promote their membership through their marketing materials with the following statement:
- a. “Company Name” is an active “Membership Type” member of COAST Centre for Ocean Applied Sustainable Technologies (COAST). COAST is a British Columbia based not-for-profit with a mandate to drive innovation in the Blue Economy in Pacific Canada.
- 10.2 Members shall NOT promote their relationship with COAST or promote any work that is being done by COAST in any other fashion without the express written prior approval by COAST.

**11. REPRESENTATIVE**

- 11.1 The Member must designate a Person (Member Administrator) to exercise the rights of membership on behalf of the Member and such designation must be made on the COAST website. The Member may choose to change the designate at any time.

**12. CONFIDENTIALITY**

- 12.1 As a Member you may acquire information from COAST or from third parties in the course of your membership including proprietary marketing, financial or other business information (the “Proprietary Information”).
- 12.2 As a Member you undertake and agree to keep that Proprietary Information confidential during your membership and for a five-year period following the end of your membership.
- 12.3 You will not use any Proprietary Information or disclose it to any party unless that use or disclosure is made with the prior written authorization of COAST.
- 12.4 Conversely, COAST staff will not disclose any information shared by the Member unless prior authorized in writing by the Member or as required by law.

**13. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 13.1 The Member acknowledges that those ideas, inventions, formulae and discoveries that may be developed by COAST shall be the exclusive property of COAST and COAST shall have the exclusive right to any patents, trademarks, copyrights, licenses or any other protection which may be issued thereon or which may arise with respect thereto.
- 13.2 Member Intellectual Property remains the exclusive property of the Member.
- 13.3 No member shall undertake any efforts to use, undermine, or tamper with the intellectual property of another member without express consent.
- 13.4 COAST will undertake reasonable measures to ensure protection of members’ intellectual property while providing benefits to the membership as a whole.

**14. LIABILITY**

- 14.1 You release COAST and its directors, officers, employees, contractors, agents, other members and other related parties to COAST (collectively, the “COAST Parties”) from any and all liability that may arise in connection with your membership in COAST.
- 14.2 The COAST Parties will not be liable for any damages (including direct, indirect, consequential, special, punitive or other types of damages) or losses (including loss of savings, loss of profits, revenues, data, content, business or goodwill) arising out of your membership in COAST or any activities engaged in by the Member with or related to COAST. These include but are not limited to damages or injury caused by error, omission, failure or performance.

**15. GENERAL**

- 15.1 This Agreement will be interpreted in accordance with the laws of the Province of British Columbia and the applicable laws of Canada.

- 15.2 Each provision of this Agreement must be interpreted in a way that is legally valid. If a court determines that any provision is invalid, the rest of the Agreement will remain in full effect.
- 15.3 A COAST Membership is not transferable or assignable and is personal to the organization named in this Agreement.
- 15.4 Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement or the Member’s COAST membership will survive such termination or expiration and continue in full force and effect.