

The Orissa Society of the Americas
Membership Agreement
Last Updated: _____

1. Introduction

1.1 These membership terms and conditions, hereafter referred to as "Membership Agreement" or "Terms and Conditions", govern the relationship between The Orissa Society of the Americas and its Members, as defined below. By applying for OSA membership and/or becoming an OSA Member, you agree to be bound by these Terms and Conditions. It is your responsibility to read and understand this Membership Agreement.

1.2 This Membership Agreement is effective as of the date specified above and may be updated from time to time, as set forth in Section 7 below. Further, this Membership Agreement applies retroactively to any individuals deemed Members of OSA prior to adoption of these Terms and Conditions. The most current Membership Agreement shall be made available on the OSA Website, as defined below. Continued membership in OSA following changes to these Terms and Conditions shall constitute acceptance of any amended terms.

2. Definitions

"Annual Convention" shall refer to an annual gathering of the OSA general membership on or around July 4th of each year.

"Governing Board" shall mean the OSA Board of Governors.

"Member" shall mean any individual who has applied and/or been accepted to be a member of OSA.

"Active Member" shall mean those OSA Members residing in the United States and/or Canada, and falling within one of the following categories: Annual Member, Five-Year Member, Life Member, Patron, or Benefactor, as defined in the Membership Application.

"Inactive Member" shall mean those OSA Members residing outside the United States and/or Canada, and/or Honorary Members, as defined below. To the extent an Active Member's permanent place of residence changes to a location outside the United States and/or Canada, that individual shall be deemed an Inactive Member until such time he or she permanently returns to the United States and/or Canada. Should an Inactive Member permanently move to the United States and/or Canada, his or her status shall change to that of an Active Member.

"Honorary Member" shall mean an individual awarded membership in OSA at the discretion of the Governing Board without payment of membership fees.

"Membership Application" shall refer to the form to be filled out by individuals applying for membership in OSA.

"OSA" shall mean The Orissa Society of the Americas.

"OSA Website" shall mean <http://www.orissasociety.org>, <http://www.odishasociety.org>, and/or any respective sub-sites.

3. Membership

3.1 Membership in OSA is open to any individual eighteen (18) years of age or over, interested in Odisha and Odia culture.

3.2 Individuals wishing to become Members may submit a Membership Application and the pertinent application fee, as set forth in the body of the Membership

Application, to the OSA Treasurer. Upon receipt and review of a Membership Application and applicable fees, the Secretary and/or Treasurer of OSA may request additional information and/or documentation for purposes of determining membership eligibility. Upon receiving a request for additional information, the applicant shall have seven (7) days to submit pertinent documentation, or the application shall be rejected.

3.3 The Secretary and/or Treasurer shall have the right to reject any Membership Application for any reason, including, but not limited to, failure to meet the requirements for eligibility as set forth in the OSA Constitution and Bylaws, and/or in these Terms and Conditions.

3.4 Any and all applications deemed acceptable by the Secretary and/or Treasurer shall be submitted to the Governing Board, who shall then have the opportunity to reject the Membership Application for any reason. Membership shall commence only upon acceptance of the Membership Application by the Governing Board.

3.5 Should a Membership Application be rejected, the Treasurer shall refund any fees submitted with the Membership Application.

3.6 Membership in OSA is not transferable.

3.7 This Statement does not confer any third party beneficiary rights.

3.8 The Governing Board reserves the right to revoke or terminate any individual's membership at any time.

3.9 Any Member may leave OSA at any time by notifying the Secretary of OSA in writing via U.S. or electronic mail.

4. Membership Categories and Fees

4.1 Membership in OSA shall be categorized as follows: Annual Member, Five-Year Member, Life Member, Patron, Benefactor, and Honorary Member. Fees for each category of membership, with the exception of that of Honorary Member, shall be set forth in the Membership Application.

4.2 In the event a single person holding Life Member status marries, the respective spouse shall be granted life membership. Should a married couple holding Life Member status divorce, both spouses shall be accorded individual life memberships.

4.3 Any changes to OSA membership categories and fees shall be subject to the approval of the Governing Board, and further subject to the approval of OSA Active Members, as set forth in the Bylaws.

5. Membership Benefits

5.1 All Members shall receive an electronic copy of the quarterly OSA Newsletter, a written publication including, among other things, notes from the OSA President and Secretary, a summary of activities, non-political news from Odisha, and a digest of Odia-American youth activities.

5.2 All Members are invited and encouraged to register for and attend OSA events and/or activities including, but not limited to, the Annual Convention.

5.3 All Members who attend the Annual Convention shall receive a copy of the OSA Souvenir, an annual written brochure, and the OSA Directory, a written directory of all Members. Additionally, all Active Members shall receive

electronic copies of the OSA Souvenir and OSA Directory. Active Members who do not attend the Annual Convention may receive a copy of the OSA Souvenir and OSA Directory upon written request by no later than May 31st of the year of publication, accompanied with payment for printing and shipping expenses.

5.4 After each Annual Convention, all Members shall receive a written report summarizing any financial collections and expenses relating to the Annual Convention.

5.5 Only Active Members may request paper communications from the OSA Governing Board as an alternative to electronic communications.

5.6 Only Active Members shall have authority to sign a petition for revocation of an individual's OSA membership, as set forth in the OSA Bylaws.

5.7 Only Active Members shall have standing to file grievances.

5.8 Only Active Members shall be eligible to:

- a) participate in OSA elections;
- b) nominate candidates for the offices of OSA President, Vice President, Secretary, and Treasurer;
- c) vote upon resolutions and/or amendments to the OSA Constitution and/or Bylaws; and
- d) nominate recipients for OSA awards.

5.9 Additional benefits for Active Members may be posted on the OSA Website from time to time.

6. Member Responsibilities

6.1 Active Members must notify the OSA Secretary of a change of address within thirty (30) days should any such change be within the United States and/or Canada, or within fifteen (15) days should any such change be to a location outside the United States and/or Canada.

6.2 Inactive Members must notify the OSA Secretary of a change of address within thirty (30) days should any such change be outside the United States and/or Canada, or within fifteen (15) days should any such change be to a location in the United States and/or Canada.

6.3 Members must not:

- a) act in any way which breaches these Terms and Conditions and/or the OSA Constitution and Bylaws; or
- b) abuse or misuse the rights and privileges of OSA membership, including, but not limited to, by:
 - i) engaging in illegal or fraudulent activities;
 - ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to OSA;
 - iii) engaging in conduct which is intended to compete with or cause harm to OSA; or
 - iv) engaging in conduct likely to substantially injure the reputation of OSA.

6.4 Violation of these Terms and Conditions and/or the OSA Constitution and Bylaws shall be grounds for permanent revocation of OSA membership.

7. Changes to Membership Terms and Conditions

7.1 The Governing Board reserves the right to alter this Membership Agreement from time to time with or without

prior notice, including, but not limited to changes that may affect a Member's status.

7.2 While OSA shall take reasonable measures to notify Members of any changes to these Terms and Conditions, it is the responsibility of Members to check the OSA Website regularly for any changes to this Membership Agreement.

8. Use of Personally Identifiable Information

8.1 Personally identifiable information is any information that identifies a living individual, such as first and last name, mailing address, phone number, mobile phone number, email address, photograph, and other information about a specific individual that identifies that individual ("Personally Identifiable Information"). The OSA Membership Application requests certain Personally Identifiable Information.

8.2 OSA uses Personally Identifiable Information for the purposes for which it was provided. For example, OSA may use Personally Identifiable Information to verify membership eligibility, notify Members of changes to these Terms and Conditions, distribute the OSA Newsletter and/or other announcements, and to solicit votes, opinions, and/or feedback. OSA may publish certain Personally Identifiable Information in the OSA Directory. Members may opt not to receive communications from OSA, and/or not to have contact information published in the OSA Directory, by submitting a written request to the OSA Secretary.

9. Jurisdiction & Choice of Law

9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of residence of OSA's current general counsel and/or legal advisor, without regard to conflict of law provisions. Members agree to resolve any claim, cause of action, or dispute with OSA, arising out of or relating to these Terms and Conditions, exclusively in a state or federal court located in the county of residence of OSA's current general counsel and/or legal advisor. Members agree to submit to the personal jurisdiction of the courts located in such county for the purpose of litigating all such claims.

9.2 Should anyone bring a claim against OSA related to a Member's actions, that Member shall indemnify and hold OSA harmless from and against all damages, losses, and expenses of any kind (including, but not limited to reasonable legal fees and costs) related to such claim.

10. Other

10.1 These Terms and Conditions constitute the entire agreement between OSA and its Members, and supersede any prior agreements.

10.2 If any portion of this Membership Agreement is found to be illegal, invalid, or unenforceable, the remaining portion will remain in full force and effect.

10.3 If OSA fails to enforce any portion of this Membership Agreement, it will not be considered a waiver.

10.4 Any amendment to or waiver of this Membership Agreement must be made in writing.

10.5 Nothing in this Membership Agreement shall prevent OSA from complying with the law.