

# Membership Terms and Conditions

## About The Sequoia Project

The Sequoia Project is a nonprofit 501(c)(3), non-stock membership corporation that was chartered in 2012 with a mission to advance implementation of secure, trusted, and interoperable exchange of health information through public-private collaboration.

## Membership Benefits

All members receive access to resources and full participation in Sequoia Project activities in addition to many other benefits as noted [here](#). Note that the Sequoia Project may add to or adjust the details of activity participation from time to time. This might include specifics on the types of events or timing of activities or workgroups. Please contact [memberservices@sequoiaproject.org](mailto:memberservices@sequoiaproject.org) with any questions about member benefits.

## Invoices and Fees

You may immediately start taking advantage of your member benefits for which you will be invoiced on an annual basis. Your membership fees must be paid within 30 days of receipt of invoice to prevent a lapse of your member benefits. If you fail to pay the membership fees your membership may be terminated. Once paid, membership fees are nonrefundable.

## Membership Term and Renewal

Your membership will renew annually upon payment of the annual membership fee. Your invoice will be sent 30 days prior to your annual renewal date; there's no need to resubmit an application. If you opt not to renew your membership, you must notify [memberservices@sequoiaproject.org](mailto:memberservices@sequoiaproject.org) within 60 days of your renewal date.

## Use of Organization's Logo

By providing your organization's high-resolution logo, you grant the Sequoia Project permission (in the form of a non-transferable, non-assignable license) to display and use your organization's logo in its member directory which appears on Sequoia's website and on other Sequoia marketing materials. Your organization shall remain the sole and exclusive owner of all right, title, and interest in and to your organization's logo. The Sequoia Project grants to your organization permission (in the form of a non-transferable, non-assignable license) to use the Sequoia Member logo; provided however organization uses it only in furtherance of the Sequoia Project's business interests and never to the detriment of the Sequoia Project. The Sequoia Project shall remain the sole and exclusive owner of all right, title, and interest in and to the Sequoia Member Logo.

## Revenue Budget Attestation

By selecting your membership tier, you attest to the accuracy of the amount of your organization's revenue (Corporate, Healthcare Provider, Nonprofit member) or your organization's budget (Government members).

### Amendment to Terms and Conditions

These Terms and Conditions may be amended at any time by the Sequoia Project in its sole discretion upon providing written notice to each Member, who shall then have the option to opt out of membership at such time in lieu of accepting such amendment.

### Membership Requirements

[In accordance with Sequoia Bylaws](#), in order to become a Member an organization must be a valid legal entity that is either formed under the laws of one of the states within the United States of America or, if a non-U.S. based organization, be legally authorized to do business in one or more states and pay the applicable Membership Fee. Member rights and terms of membership are delineated in the Articles of Incorporation and Bylaws, as amended (Sequoia Project Organizational Documents; available at <https://sequoiaproject.org/about-us/governance/>). Please contact [memberservices@sequoiaproject.org](mailto:memberservices@sequoiaproject.org) with any questions about member benefits.

### Governing Law

These Terms and Conditions shall be construed and controlled by the laws of the Commonwealth of Virginia, without reference to conflict of laws provisions. In the event that a dispute arises regarding these Terms and Conditions, both parties agree that exclusive venue shall be with the Circuit Court of the City of Alexandria, Virginia.

### Agreement to Membership Terms and Conditions; Terms of Sequoia Project Organizational Documents

By providing your electronic signature, you agree to these Membership Terms and Conditions including Sequoia Project Organizational Documents; available at <https://sequoiaproject.org/about-us/governance/> and certify that your printed signature is your signature, and you agree to conduct this transaction electronically.