

Date Created: Mar 19th, 2026

Non-Government DTC Affiliate Membership

If your organization wants to use the DTC resources, please read and understand your obligations to our government members. They have created and maintained the Cooperative over 24 years Under Article 5G of the General Municipal Law. The DTC Board has agreed to create an “Affiliate Membership” under the terms listed below.

Eligibility defined:

- Public Benefit Corporations
- Public Service Non-Profit Corporations
- An entity sanctioned by a local government that serves its constituency

Requirements:

Must sign a Memorandum of Understanding accepting the DTC’s regulations and policies. Pay the “government member fee” we will bill your organization.

Non-Voting Affiliate Member:

Non-voting Affiliate Members can attend the annual organizational meeting, offer suggestions, and express opinions. They do not have voting rights. Therefore, you must agree to these terms by accepting signing MOU.

It is important that you carefully read and understand our policies, procedures, regulations and Service Agreement as indicated in section 4.1 and available here:

<https://digitaltowpathny.gov/join>

Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING Between The Digital Towpath Cooperative **and** [Name of Non-Government DTC Affiliate Member]

This Memorandum of Understanding (“MOU”) sets forth the terms and conditions under which the Digital Towpath Cooperative (“DTC”) admits [Name of Non-Government DTC Affiliate Member] (“Affiliate Member”) as a non-government DTC Affiliate Member and non-voting Affiliate Member.

1. Purpose

The purpose of this MOU is to define the eligibility, obligations, and participation rights of non-government entities that wish to use the DTC systems and services by becoming non-voting Affiliate Members.

2. Eligibility

By executing this MOU, the Affiliate Member affirms that it qualifies as a Non-Government DTC Affiliate Member, meeting at least one of the following criteria:

1. A **Public Benefit Corporation**; or
2. A **Public Service Non-Profit Corporation**; or
3. An **entity sanctioned by a local government that serves its constituency**.

The Affiliate Member represents and warrants that it continues to meet these eligibility criteria for the duration of this MOU.

3. AFFILIATE MEMBER Status

3.1 The Affiliate Member will be admitted as a **non-voting AFFILIATE MEMBER** of the DTC services and systems.

3.2 Non-voting Affiliate Member does not confer any right to vote on governance or policy matters of the DTC.

3.3 Non-voting Affiliate Member does not create any ownership interest in the DTC.

4. Requirements and Obligations

As a condition of being a Non-Government DTC Affiliate Member and non-voting Affiliate Member, the Member agrees to:

1. **Execute this MOU**, thereby accepting and agreeing to comply with all applicable DTC regulations, policies, and the DTC's Agreement for Services as they may be amended from time to time. The Agreement for Services can be downloaded from the DTC's website at <https://digitaltowpathny.gov/join>.

2. **Pay the required membership fee**, in the amount and at the intervals established by the DTC.

3. **Comply with all DTC operational rules and procedures** regarding the use of DTC services and systems.

4. **Promptly notify the DTC** of any material changes to its organizational status that may affect its eligibility under Section 2.

5. Rights of Non-Voting Affiliate Members

Non-voting Affiliate Members shall have the following participation rights:

1. The right to **attend the annual organizational meeting** of the DTC.

2. The right to **offer suggestions and opinions** to the DTC regarding its programs, policies, or operations, in accordance with any procedures the DTC may establish.

3. The right to access any **Affiliate Member communications** and materials made available to non-voting members generally.

Non-voting Affiliate Members **do not have**:

- The right to vote on any matter submitted to voting members of the DTC; or
- The right to serve as a voting director or officer of the DTC by virtue of this MOU.

6. Term and Termination

6.1 **Term.** This MOU will become effective on the date of the last signature below and will remain in effect until terminated under the DTC’s Service Agreement.

6.2 **Termination.** See Agreement for Services

7. Amendments

The DTC may amend its regulations and policies from time to time. The DTC will provide notice of material changes affecting Non-Government DTC Affiliate Members. Continued use of DTC services or continued membership (?)after such notice will constitute acceptance of those amendments.

Any amendment to this MOU itself must be in writing and signed by authorized representatives of both parties.

8. No Agency or Partnership

Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship between the DTC and the Affiliate Member. Each party acts as an independent entity.

9. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

10. Entire Understanding

This MOU constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior or contemporaneous understandings, whether written or oral, relating to such subject matter.

11. Notices

All notices under this MOU shall be in writing and delivered by hand, certified mail, recognized courier, or delivered electronically (support@digitaltowpathny.gov) to the addresses set forth below, or to such other address as a party may designate in writing.

For the DTC: Name: _____
 Title: _____ Address: _____
 City/State/ZIP: _____ Email: support@digitaltowpathny.gov

For the Affiliate Member: Organization: _____
 Name: _____ Title: _____
 Address: _____ City/State/ZIP: _____
 Email: _____

12. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

Digital Towpath Cooperative

By: _____ Name: _____
Title: _____ Date: _____

[Name of Non-Government DTC Affiliate Member]

By: _____ Name: _____
Title: _____ Date: _____

(Must be Chief Executive)

Please print/save this “entire” document, once completed and attach it to your ticket in the Service Desk at: <https://servicedesk.digitaltowpath.org:19999/scp/login.php>