

## MERSC NATIONAL ASSOCIATE MEMBERSHIP POLICY / CRITERIA

### A. APPLICATION PROCESS

The National Associate membership application, dues check (company checks only), certificate of liability insurance, and Federal W9 form must be submitted to MERSC. The candidate will be contacted by a member of the MERSC Associate Review committee upon receipt of the complete application.

### B. CRITERIA FOR NATIONAL ASSOCIATE MEMBERSHIP

1. The discount program (MERSC offer) must be greater than current or planned group discount programs. (Volume discounts are negotiable with individual companies.)
2. In the judgment of the ARC, the products and/or services offered must be relevant and appropriate to corporate employee services programs and MERSC and also be of positive benefit to the entire organization.
3. The vendor shall be able to provide an appropriate level of service, quality products, and meet reasonable demand for the products.
4. The vendor must possess all appropriate local, state, and federal licensing and liability insurance that is legally required or generally accepted as a requirement for businesses offering the service or products included in the program.
5. Minimum two years in business required to apply for MERSC Associate membership.
6. National Associate membership is not open to independent contractors.

### C. RIGHTS AND RESPONSIBILITIES

VENDOR - The vendor shall provide the offer/discount: 1. under the terms of the agreement as stated in the application and approved by the ARC for a minimum of the calendar year(s) covered by the membership fee paid at the time of acceptance by MERSC, or 2. for a full renewal year. The MERSC offer shall be available to all MERSC companies and their employees (as identified by a means of company I.D. or other proof of employment), their immediate family (spouse, parents, dependents) and retirees as defined by each respective company.

MERSC - MERSC shall provide publicity for National Associate member programs through standard MERSC publicity channels: introduction and special presentations at monthly meetings, placement of information in monthly publications (space permitting), inclusion in the MERSC Membership Directory, opportunities to be involved in the annual vendor show and mini-vendors shows, and other methods as determined by the Board of Directors. The Board of Directors reserves the right to terminate an associate membership following investigation by the ARC for reasons including, but not limited to: violation of the agreement, failure to provide, misrepresentation, actions not in the best interests of member companies, their employees and their families. MERSC does not recommend, endorse, or support any vendor claims. MERSC does not guarantee participation on the part of any member company or response to any program offered by an associate member. MERSC and its members assume no liability for unintentional errors other than to provide corrections when necessary in the next regular, available publicity means (except as provided for by law). MERSC does not limit the number of businesses in any category.

### D. NOTIFICATION OF VENDORS

1. Associate Review Chairperson or designate, within ten (10) business days of a decision to accept a vendor, shall notify the vendor in writing of the decision.
2. Associate Review Chairperson shall notify the vendor in writing of the decision and reason for rejection. In the case where the offer is not judged to be acceptable, a one-year period shall be necessary before re-application.

### G. RENEWAL

1. Upon renewal of National Associate membership, MERSC offers/programs must be valid for a full calendar year, that is, Jan. 1 – Dec. 31 of the renewal year.
2. During the annual dues renewal process, in the fall of each year, National Associate members will receive notice that offer changes may be submitted and reviewed by the Associate Review Committee. The offer change is subject to the approval of the ARC. If the offer change is not approved, the Associate member may choose:
  - a. to renew with the current offer which must remain in effect for the full renewal year;
  - b. not to renew the membership. After one year, the vendor may re-apply for MERSC membership.
3. National Associate memberships shall be reviewed on a periodic basis by the ARC to ensure that the MERSC offer continues to provide a “value added” program that is not available to non-MERSC members. If a program is found not to be “value added”, the Associate member may submit a new offer which shall be subject to approval by the ARC. A vendor rejected for renewal shall be informed in writing of the basis for rejection. After one year, the vendor may re-apply for MERSC membership.
4. Should a National Associate member formally nullify their MERSC offer, re-application for membership may not be made for three years from the date on the letter of intent to nullify the MERSC agreement. In addition, the National Associate member upon nullifying their offer agrees to no further use of their MERSC membership or the MERSC Membership Directory.

### H. COMPLAINTS

The ARC will review and respond to all written complaints regarding National Associate member performance. MERSC will not arbitrate complaints.

### I. MEMBERSHIP REVOCATION - MERSC may revoke a National Associate membership for reasons including, but not limited to:

1. Violation of the agreement, failure to provide, misrepresentation, actions not in the best interests of member companies, their employees and their families.
2. Past due accounts (60 days).
3. Litigious action by company owners regarding ownership of company.
4. Failure to maintain liability insurance and necessary licensing.
5. Failure to maintain a satisfactory rating with the Better Business Bureau.