

NSF IUCRC CYBER SMART RESEARCH CENTER MEMBERSHIP AGREEMENT

This Agreement is made on **DATE** by and between the Universities listed in Membership Agreement Appendix A, (hereinafter collectively called "UNIVERSITIES") and **NAME OF ORGANIZATION** (U.S. Employer Identification Number: **EIN**) (hereinafter called "MEMBER") for the Cyber SMART Research Center, comprised of UNIVERSITIES funded by the Industry-University Cooperative Research Center (IUCRC) Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry-University Cooperative Research Center, Cyber SMART (hereinafter called "CENTER"), at the UNIVERSITIES to perform research, the parties hereby agree to the following terms and conditions:

- A. CENTER shall be operated as a consortium integrating industry, government, and academia. The industrial community includes but is not limited to major corporations, middle market companies, small businesses, and startups. Public participants may range from local governments to divisions of federal agencies.
- B. MEMBER agrees to contribute **US\$AMOUNT** annually in support of the CENTER and thereby becomes a member. Membership fees are not refundable.
- C. There shall be an Industry Advisory Board (IAB) composed of one designated representative from each member. MEMBER shall designate a single representative to the IAB and shall notify UNIVERSITIES of the designation. MEMBER retains the right to change the designated representative at any time, provided MEMBER notifies the UNIVERSITIES of the change. The IAB primarily makes recommendations on
 1. The research projects to be carried out by CENTER,
 2. Changes in the bylaws, and
 3. Other supporting activities at the CENTER.
- D. UNIVERSITIES reserve the right for their faculty, research staff, and students involved in Center research to publish the results of any research performed by CENTER. MEMBER, however, shall have the opportunity to review any publication containing results of the research program of CENTER prior to publication and shall have the right to request the CENTER for a delay in publication for a period not to exceed 90 days from the date of submission to MEMBER, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to MEMBER.
- E. All intellectual property (IP) derived from inventions conceived or first actually reduced to practice within the CENTER shall belong to one or more of the UNIVERSITIES which own the said IP. UNIVERSITIES shall take such action as is necessary to ensure that it/they has/have ownership of all patents developed from this work and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act.
- F. UNIVERSITIES agree that all CENTER members are entitled to a nonexclusive royalty-free license. MEMBERS that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.

- G. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. MEMBER shall have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed 10% of a fair sale price of the enhanced software product sold or licensed by MEMBER.
- H. Any royalties and fees received by UNIVERSITIES under this Agreement, over and above expenses incurred, shall be distributed according to the UNIVERSITIES' royalty distribution policies, with the understanding that 75% shall accrue to the CENTER operating account, or to the relevant UNIVERSITIES involved in the royalty/fee agreements in the event that the CENTER is no longer in operation.
- I. This membership agreement remains valid until this Agreement is terminated in writing by:
 - 2) The MEMBER giving Georgetown University, on behalf of UNIVERSITIES, 90 days written notice prior to the termination date; or
 - 3) UNIVERSITIES, through Georgetown University, giving MEMBER 90 days written notice prior to the termination date.
- J. An individual UNIVERSITY may withdraw from the CENTER and no longer be obligated by this agreement by giving MEMBER and the other UNIVERSITIES 90 days written notice prior to the withdrawal date from the CENTER. If an individual UNIVERSITY withdraws, this agreement remains in effect between the MEMBER and the other UNIVERSITIES.
- K. An individual UNIVERSITY may join the CENTER and be obligated by this agreement by signing this agreement.

Non-governmental Entities:

- L. Neither party is assuming any liability for the actions or omissions of the other party. Each party shall forebear against making any claim against the other party for all claims, liability, injury, damage, or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this agreement to the extent that such claims, liability, damage, cost, or expense result from the negligence of that party's own agents or employees.

Governmental Entities:

- M. Each party hereby waives any claim against the other party, employees of the other party, the other party's related entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other party's related entities for any injury to, or death of, the waiving party's employees or the employees of its related entities, or for damage to, or loss of, the waiving party's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

MEMBER (Organization Legal Business Name): Authorized Officer Name (please print): Authorized Officer Title (please print): Address:	Authorized Officer Signature: Date:
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MEMBERSHIP AGREEMENT APPENDIX A

LEAD UNIVERSITY: Georgetown University Authorized Officer Name (please print): John Kotwicki Authorized Officer Title (please print): AVP Finance Address: 3700 O Street, N.W. Healy Hall, Suite 20 Washington, DC 20057	Authorized Officer Signature: Date:
PARTNER UNIVERSITY: University of Notre Dame Authorized Officer Name (please print): Greg Luttrell Authorized Officer Title (please print): Director, Research Contracts Address: 940 Grace Hall, Notre Dame, IN 46556	Authorized Officer Signature: Date:

Cyber SMART Administrative Contact Georgetown University 3700 O Street, N.W.	MEMBER Administrative Contact Name: Address:
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Healy Hall, Suite 20 Washington, DC 20057 Phone: 202-687-3730 Email: cybersmart@georgetown.edu	Phone: Email:
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MEMBER Representative for Industry Advisory Board

Name:

Title:

Address:

Phone:

Email: