

**NSF Industry/University Cooperative Research Center
for
Configuration Analytics and Automation (CCAA)
Membership Agreement**

This Agreement is made this _____ day of _____, 201_ by and between _____ (hereafter called "UNIVERSITY AFFILIATE") and _____ (hereinafter called "COMPANY") for the Center comprising and acting through the Center for Configuration Analytics and Automation (hereinafter referred to as "CENTER"), which is defined as all Center for Configuration Analytics and Automation Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the CENTER will engage in research, development, education, and technology exchange among academic, industry, and government entities leading to advance capabilities for the management and automated defense of enterprise/cloud-level information and communications technology (ICT) environments.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY AFFILIATES, initially comprising and acting through the following UNIVERSITY AFFILIATES:

- University of North Carolina at Charlotte, Charlotte, NC
- George Mason University, Fairfax, VA

For the first five years, the CENTER is expected to be supported jointly by industrial firms, Federal laboratories, U.S. Government organizations, the National Science Foundation (NSF), the States of the UNIVERSITY AFFILIATES, and the UNIVERSITY AFFILIATES themselves. It is possible that the CENTER may receive support from NSF for an additional ten years.

B. Any COMPANY may become a MEMBER of the CENTER, consistent with applicable state and federal laws and statutes. The COMPANY shall designate a UNIVERSITY AFFILIATE as its principal point of contact (hereinafter "DESIGNATED UNIVERSITY AFFILIATE" or "DUA").

C. COMPANY agrees to contribute, as a minimum, the annual membership fee of \$50,000 in support of the CENTER as described in the CENTER bylaws, and thereby becomes a MEMBER. Payment of the annual membership fees will be invoiced beginning in June of a calendar year and can be paid as a lump sum or in equal quarterly payments per the invoiced instructions during the fiscal year (July 1 thru June 30) of membership. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the intention of remaining a fee-paying member for at least three years. However, COMPANY may terminate this Agreement by giving the DESIGNATED UNIVERSITY AFFILIATE 90 day written notice prior to the termination date. Such termination shall not relieve COMPANY of its obligation to pay full membership fees for the then-current fiscal year.

The results of CENTER research will be made equally available to all members. Ownership of patents and copyrights that result from CENTER research will remain with the UNIVERSITY AFFILIATE that generated the patent or copyright rights, as per the terms of this Agreement.

D. The organization and operation of the CENTER will be specified and governed by the “Center for Configuration Analytics and Automation Bylaws”.

E. There will be an Industrial Advisory Board composed of one representative from each MEMBER. This board will make recommendations on (a) the research projects to be carried out by the CENTER (b) the apportionment of resources to these research projects, and (c) changes in the bylaws. The operation of this board is specified in CCAA bylaws.

F. The CENTER and UNIVERSITY AFFILIATES, including their students, faculty and staff, reserve the right to publish in scientific or engineering journals and/or present in professional meetings the results of any research performed by CENTER. The UNIVERSITY AFFILIATES will submit any proposed publication or presentation to each MEMBER, containing results of the research program of the CENTER. Each MEMBER shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to the members of the CENTER, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within thirty (30) days from the date the proposed publication or presentation is submitted by certified mail to members of the CENTER.

G. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by UNIVERSITY AFFILIATE(S) shall belong to the UNIVERSITY AFFILIATE(S) that generated the invention(s). Said UNIVERSITY AFFILIATE(S) pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. Member companies that wish to exercise rights to a royalty-free nonexclusive license agree to pay their respective portion of the costs associated with application for and maintenance of the patent. CENTER and UNIVERSITY AFFILIATES agree that all MEMBERS that have paid their dues to date at the time of disclosure are entitled to said nonexclusive royalty-free license. COMPANY will have the right to sublicense the intellectual property of the patents to its subsidiaries and affiliates but will not have the right to sublicense other entities. If only one MEMBER seeks a license within the six (6) month period following notice to MEMBERS of a licensable invention, that MEMBER may obtain an exclusive, fee-bearing license from the UNIVERSITY AFFILIATE(S) that owns the patent rights.

H. Copyright registration and ownership of software shall be obtained by the UNIVERSITY AFFILIATES having ownership of software developed through the CENTER, at UNIVERSITY AFFILIATE's discretion or at COMPANY request and expense. The UNIVERSITY AFFILIATE(S) will grant MEMBERS that have paid their dues to date at the time of disclosure and request a license, a royalty-free nonexclusive license. Such MEMBER will have the right to sublicense its subsidiaries and affiliates for internal use of the software, but will not have the right to sublicense other entities. COMPANY will have the right to enhance and to re-market enhanced or un-enhanced software provided the COMPANY negotiates in good faith a royalty-bearing license agreement with the UNIVERSITY AFFILIATE, which royalty shall be based on the worth of the initial software and a fair sale price of the enhanced or un-enhanced software product sold or licensed by COMPANY. If only one MEMBER seeks a license, that MEMBER may negotiate an exclusive, royalty-bearing license from the UNIVERSITY AFFILIATE that owns the copyright rights.

I. If no MEMBER desires a license to CENTER patents or software, the UNIVERSITY AFFILIATE that generated the patents or software shall be free to grant royalty-bearing licenses to said patents or software to third parties any time after six (6) months following notice to member companies that the patents or software were available for licensing.

J. If member companies elect to take nonexclusive licenses to patents or software under Paragraphs G or H, the UNIVERSITY AFFILIATE that generated the patents or software shall be free to grant royalty-bearing, nonexclusive licenses to third parties any time after twelve (12) months following notice to member companies that the patents or software are available for licensing.

K. Any revenues received by UNIVERSITY AFFILIATE(S) in association of licensed patents or software shall be distributed according to the policy of said UNIVERSITY AFFILIATE(S).

L. No party is assuming any liability for the actions or omissions of any other party as a result of this Agreement. COMPANY will indemnify and hold the CENTER and UNIVERSITY AFFILIATES harmless against all claims, liability, injury, damages or costs, including reasonable attorney fees, based upon injury or death to persons, or loss of, damage to, or loss of use or property that arises out of the performance of this Agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of the COMPANY's agents or employees.

K. This Agreement shall be construed in accordance with the laws of the State in which the Designated University Affiliate is incorporated without regard to that State's statutes regarding conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Membership Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

DESIGNATED UNIVERSITY AFFILIATE

COMPANY

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____