

**Center for the IDEAS: Materials, Design, Development and Deployment (hereinafter
“IDEAS:MD3”)
MEMBERSHIP AGREEMENT
(hereinafter referred to as “AGREEMENT”)**

This AGREEMENT is made by and between **GEORGIA TECH RESEARCH CORPORATION**
(hereinafter referred to as “GTRC”)

And
COMPANY (“MEMBER”)

The purpose of IDEAS:MD3 is to promote and conduct research, development, and testing in materials data science and informatics that will lead to new and improved methods to accelerate materials design, development, and deployment (MD3) and to disseminate information and knowledge regarding these capabilities through research projects, conferences, workshops and publications. The organization and operation of IDEAS:MD3, together with terms and conditions of membership, are set forth in the associated Bylaws, which (along with such additional Bylaws as may be adopted from time to time) shall be considered an integral part of this Agreement and are incorporated herein.

WHEREAS GTRC is a Georgia a tax-exempt, non-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), having a business at 505 Tenth Street, Atlanta, Georgia 30332-0420 and is a supporting organization of the Georgia Institute of Technology (“GIT”) under Section 509(a)(3) of the Code; and

WHEREAS IDEAS:MD3 is a collaborative membership center that provides a host of research services including but not limited to standards and policy facilitation/management, conformance testing, and collaborative research directed towards application of data science and informatics towards improved MD3 practices and strategies. It supports members by educating the marketplace, encouraging collaboration among researchers and industry, and promoting the increase of technology adoption; and

WHEREAS IDEAS:MD3 is a global, partner-funded center of excellence in the application of materials data science and informatics towards MD3 that stimulates creativity while exploring policy issues and needs relating to MD3.

IT IS HEREBY AGREED AS FOLLOWS:

- 1.0** GIT has created IDEAS:MD3 whose purpose is to foster the development of interdisciplinary data science and informatics research and education directed towards MD3 that bridges sponsors with Georgia Tech faculty, researchers and students as well as industry and government members who share similar interests. IDEAS:MD3, in collaboration with GIT’s Institute for Materials (“IMat”), will provide MEMBERS access to MATIN and other physical and virtual resources, as available and described herein.
- 2.0** MEMBER agrees to the membership level selected in Section 4.0 of the AGREEMENT and to pay the respective membership fees for each year of the Membership Period. Such IDEAS:MD3 MEMBER fees shall be used in furtherance of IDEAS:MD3 research and educational programs. MEMBERS shall also be allowed to fund directed research projects under separate agreements, in support of IDEAS:MD3 research programs in accordance with the purpose and mission of GTRC. Any and all MEMBER fees shall be used for any purpose in furtherance of the research, educational and administrative purposes of IDEAS:MD3 and at the discretion of the IDEAS:MD3 Director.

- 3.0** The Membership period begins July 1 for a one year period, however entry can be gained at any time of the year by paying a prorated membership fee based on the number of months remaining in the year in which the MEMBER joins until the renewal date.
- 4.0** MEMBER hereby becomes a MEMBER of IDEAS:MD3 with a start date to begin on _____, and end on _____, as designated in this AGREEMENT (“Membership Period”), subject to the terms of this AGREEMENT and BYLAWS.
- 5.0** This AGREEMENT shall be in full force and effect when signed by both MEMBER and GTRC and payment for membership fees is received by GTRC as agreed in Section 6.0 of this AGREEMENT.
- 6.0** MEMBER hereby selects the Membership Level, _____, with associated Membership Benefits and indicated in Section 9.0, and MEMBER shall pay to GTRC, _____dollars (\$) within 30 days of this AGREEMENT; MEMBER shall make all payments required to GTRC in United States Dollars (US \$) in full and without any deductions of any kind, including but not limited to any withholding, transfer fees, duties or other such items. If any tax is imposed by any government or agency outside of the United States government which must be paid by or for the account of GTRC with respect to, or deducted or withheld in any form from, any amount payable by MEMBER to GTRC, then the amount payable by the MEMBER to GTRC shall be increased by such that the amount received by GTRC after such deduction or withholding is equal to the amount invoiced by GTRC as indicated in this Section, as if no such deduction or withholding was made from the gross amount.
- 7.0** MEMBER shall be invoiced upon execution of this AGREEMENT. MEMBER agrees to pay each invoice within 30 days of the invoice date.
- 8.0** Invoices not paid within 30 days will result in temporary suspension of Membership Benefits until invoices are paid in full. In addition to the temporary suspension of Membership Benefits, any invoice not paid within ninety (90) days of the due date will be considered delinquent and subject to a one and one-half percent (1.5%) per month fee for each month or fraction thereof, until the payment is received. GTRC reserves the right to retroactively suspend the privileges of Membership, as defined in the BYLAWS and this AGREEMENT, if MEMBER fails to pay any GTRC invoice which is deemed uncollectable. Payment is to be made to:

Georgia Tech Research Corporation
P.O. Box 100117
Atlanta, Georgia 30384

Optional EFT Payment info:
Bank of America/Atlanta, GA
ABA# 061000052
Acct#100825661

(Note: Please include invoice# on all payments)

9.0 MEMBER LEVELS, FEES, & BENEFITS

- A. Affiliate Member: For purposes of this Agreement, “Affiliate Members” are entities that wish to join IDEAS:MD3 on a trial basis for one year, prior to joining as a Regular Member or at a higher membership level. Affiliate Members will have access to the IDEAS:MD3 newsletter; access to poster and seminar events, publicly released graduate theses, and IDEAS:MD3 seminars; admittance for one participant at the annual IDEAS:MD3 conference; and access to MATIN with user support of up to 10 hours. The fee for an Affiliated Member shall be Fifteen Hundred U.S. Dollars (\$1,500).
- B. Regular Member: For purposes of this Agreement, a “Regular Member” will have access to the IDEAS:MD3 newsletter; access to poster and seminar events, publicly released graduate theses, and

IDEAS:MD3 seminars; admittance for three participants at the annual IDEAS:MD3 conference; access to MATIN with user support of up to 20 hours for each year of membership; access to networking meetings with GIT faculty and students; and one representative permitted to attend, but not vote at, meetings of the Member Advisory Board, as defined in the BYLAWS. The fee for a Regular Member shall be Five Thousand U.S. Dollars (\$5,000) per year.

- C. Full Voting Member: For purposes of this Agreement, a "Full Voting Member" will have access to the IDEAS:MD3 newsletter; access to poster and seminar events, publicly released graduate theses, and IDEAS:MD3 seminars; admittance for five participants at the annual IDEAS:MD3 conference; access to MATIN with user support of up to 40 hours for each year of membership; access to networking meetings with GIT faculty and students; access to limited office space, as available; and one representative to vote on the Member Advisory Board, as defined in the BYLAWS. The fee for a Full Voting Member shall be Ten Thousand U.S. Dollars (\$10,000) per year.

10.0 GTRC AND GIT DISCLAIM ANY REPRESENTATIONS AND WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO ANY SERVICES TO BE PERFORMED AND/OR ANY INTELLECTUAL PROPERTY AND OR RESEARCH RESULTS DEVELOPED AND/OR LICENSED HEREUNDER, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. MEMBER UNDERSTANDS AND AGREES THAT ALL INTELLECTUAL PROPERTY AND RESEARCH RESULTS DEVELOPED AND OR LICENSED HEREUNDER IS PROVIDED AND LICENSED "AS IS".

11.0 Each MEMBER agrees to and does hereby indemnify, hold harmless and save from liability GTRC, GIT, and the Board of Regents of the University System of Georgia, including their officers, and employees (collectively, "Indemnified Parties") from and against any and all claims, demands and actions arising out of or relating to each MEMBER's own respective use of reports, information, or technology licensed to, or provided to, such MEMBER under the BYLAWS.

12.0 GTRC and MEMBER shall be and act as independent contractors, and under no circumstances shall this AGREEMENT be construed as one of agency, partnership, joint venture or employment between the parties. GTRC and MEMBER shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

13.0 Neither GTRC nor MEMBER shall have any right to assign this AGREEMENT without the prior written consent of the other. This AGREEMENT and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, their respective successors and permitted assigns. Notwithstanding the foregoing, GTRC is a cooperative organization of GIT and reserves the right to assign performance of this agreement to either GIT or to the Georgia Tech Foundation ("GTF").

14.0 This AGREEMENT shall be governed by the laws of the State of Georgia, USA without reference to any conflicts of laws provisions that would apply under the laws of another state or country. The Parties irrevocably and exclusively submit to the jurisdiction of the state and federal courts of or for the State of Georgia, including the related appellate courts in any such action or proceedings.

15.0 It is understood that this AGREEMENT may be modified only under terms mutually agreed upon in a duly executed written amendment to this AGREEMENT.

16.0 All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon (a) personal delivery, (b) confirmed transmission of facsimile, (c) five (5) days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, or (d) one (1) day after deposit with any reputable express courier for overnight delivery, and addressed to the parties at their respective addresses set forth below unless by such notice a different person or address has been designated.

To GTRC for administrative matters:
Georgia Tech Research Corporation
505 Tenth Street, N.W.
Atlanta, Georgia USA 30332-0420
Industry Contracts, Director
Phone:
FAX:
Email:

To MEMBER for administrative matters:

Phone:
FAX:
Email :

To GTRC for technical matters:
Georgia Institute of Technology
IDEAS:MD3

To MEMBER for technical matters:

Atlanta, Georgia USA 30332-
Attn:
Phone:
FAX:
Email :

Attn:
Phone:
FAX:
Email :

17.0 Export Control. MEMBER(S) understands and agrees that that any and all GTRC information provided or exchanged, and any licenses granted herein, shall be in compliance with all applicable United States Export Control Laws (EAR/ITAR/OFAC) including “deemed exports”. The transfer of certain technical data and commodities may require a license from a government agency or written assurances by MEMBER that MEMBER will not re-export data or commodities to foreign countries without prior approval of the appropriate U.S. Government Agency. GTRC agrees to reasonably cooperate with MEMBER in securing any such license necessary in connection with the RESEARCH PROJECT(S). GTRC will work with MEMBER to obtain US Export License should it be deemed necessary. If the US Government prohibits the exportation of information to MEMBER due to changes in Technology Control Guidelines, or MEMBER Denied Status during the Membership Period, MEMBER has the option of discontinuation of Membership with IDEAS:MD3 as identified in Section 13.0 of the IDEAS:MD3 MEMBERSHIP AGREEMENT, without refund of fees.

18.0 Deemed export means any release of technology to a foreign national within the United States. Technology is released for export when it is available to foreign nationals for visual inspection, when technology is exchanged orally, or when technology is made available by practice or application under guidance of persons with knowledge of the technology. GTRC may only exchange or provide publicly available information or equipment. The obligations of this section shall survive any expiration or termination of the Agreement between GTRC and MEMBER.

19.0 In the event of any inconsistent or incompatible provisions in the documents utilized in the IDEAS:MD3 membership, this signed Agreement shall take precedence, followed by the By Laws.

20.0 GTRC and MEMBER hereto have caused this AGREEMENT to be executed by duly authorized representatives on the date indicated below with the Contract Date of Membership as indicated within Section 4.0 of this AGREEMENT.

GEORGIA TECH RESEARCH
CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

MEMBER

By: _____

Name: _____

Title: _____

Date: _____