

## iRODS Consortium Membership Agreement

Version: Nov 30 2015

This Agreement is made between the University of North Carolina at Chapel Hill, on behalf of its Renaissance Computing Institute (hereinafter called "UNIVERSITY"), and \_\_\_\_\_ (hereinafter called "ORGANIZATION") with an address at \_\_\_\_\_.

WHEREAS, the iRODS data management system (hereinafter called "iRODS") is a data middleware technology developed by an open-source community; and

WHEREAS, the UNIVERSITY has established the iRODS Consortium (hereinafter called "CONSORTIUM") to provide long-term development and sustainability for iRODS, and to contribute to the further adoption and growth of iRODS-based data middleware technologies, and the Member is willing to support and participate in the Consortium, along with other Members; and

WHEREAS, the ORGANIZATION wishes to participate in the CONSORTIUM to further develop the iRODS technology, to advocate for further adoption of iRODS, and to provide leadership in the future development of iRODS, and for other purposes, which are more fully set forth in the iRODS Consortium Charter, iRODS Consortium Bylaws, iRODS Consortium Terms of Service, iRODS Consortium Hosting and Testing Terms, and iRODS Consortium Rate Table (collectively referred to as the "CONSORTIUM PROGRAM"); and

WHEREAS, the ORGANIZATION's participation in the CONSORTIUM and cooperation with the UNIVERSITY under this Agreement will further iRODS-related instructional and research objectives in a manner consistent with the status of a non-profit, tax-exempt, educational and research institution.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

1. The CONSORTIUM will be operated by certain faculty, staff, and students of UNIVERSITY, in accordance with the CONSORTIUM PROGRAM.
2. The ORGANIZATION agrees to join the Consortium as a \_\_\_\_\_ Level Member and pay the annual membership fee in accordance with the iRODS Consortium Rate Table, thereby becoming a CONSORTIUM MEMBER, entitled to the privileges spelled out in the iRODS Consortium Charter. The fee above shall remain fixed for one year. The membership fee at time of enrollment/renewal shall be in effect for the entirety of one membership year, but may change in subsequent years, in accordance with the iRODS Consortium Bylaws.
3. According to the iRODS Consortium Charter, CONSORTIUM membership may include a number of Support Hours that ORGANIZATION may use to obtain Support Services from the CONSORTIUM: The UNIVERSITY shall provide support services at the Priority

Level that corresponds to ORGANIZATION's Membership Level, with benefits as set forth by the iRODS Consortium Rate Table.

4. The UNIVERSITY shall provide support services, and the ORGANIZATION shall accept services and comply with the obligations set forth in the iRODS Consortium Terms of Service and the iRODS Consortium Hosting and Testing Terms, as applicable.
5. Unused Support Hours shall expire upon termination of this agreement or at the end of each membership year.
6. ORGANIZATION shall nominate a Program Point of Contact (POC) and, optionally, a Technical POC and a Marketing POC. The Program POC shall be included in all communication pertaining to ORGANIZATION's CONSORTIUM membership status.
7. UNIVERSITY shall submit an initial invoice to the ORGANIZATION for the payment of the first year fees within thirty (30) days after this Agreement is fully executed. For subsequent years, UNIVERSITY shall invoice the ORGANIZATION on or before the anniversary date of membership. Invoices will be due and payable in lump sum sixty (60) days after the ORGANIZATION's receipt thereof.
8. Membership in the CONSORTIUM shall become effective upon ratification of this agreement by the ORGANIZATION and the CONSORTIUM.
9. ORGANIZATION may terminate its membership in the CONSORTIUM at any time by giving UNIVERSITY written notice specifying the effective date of such termination. Upon termination, ORGANIZATION shall have no obligation to pay any additional membership fees; no fees already paid by the ORGANIZATION shall be refunded, regardless of the effective date of termination.
10. UNIVERSITY may terminate an ORGANIZATION'S membership in the CONSORTIUM (a) at any time, only if ORGANIZATION has failed to comply with this Agreement, including failure to pay its membership fees, provided that UNIVERSITY has provided ORGANIZATION with notice of such failure to comply and ORGANIZATION has failed to remedy such failure within 30 days of such notice, (b) at the end of annual membership period, only if UNIVERSITY is required by law or policy to disassociate itself with ORGANIZATION, or (c) at the end of annual membership period, if UNIVERSITY has determined to terminate the CONSORTIUM.
11. In support of the CONSORTIUM mission to support further adoption of iRODS, ORGANIZATION permits the UNIVERSITY to use ORGANIZATION's name and logo in electronic and print media for the purposes of marketing the CONSORTIUM. UNIVERSITY permits ORGANIZATION to use the iRODS and iRODS Consortium names and logos to publicize the affiliation of the ORGANIZATION with the CONSORTIUM.
12. ORGANIZATION acknowledges that the CONSORTIUM is a part of UNIVERSITY, which is the legal entity entering into this agreement with ORGANIZATION. ORGANIZATION further acknowledges and agrees that UNIVERSITY shall be responsible for the acts of its employees. The CONSORTIUM and UNIVERSITY are agencies of the State of North Carolina.

13. This Agreement is acknowledged to have been made and must be construed and interpreted in accordance with the laws of the State of North Carolina, United States of America, without regard for its conflicts of law provisions. Any dispute under this Agreement shall be litigated in courts located in the State of North Carolina.
14. This Agreement, together with the CONSORTIUM PROGRAM, which is appended hereto, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or written, regarding this matter. Should the processing of this Agreement or the services contemplated under this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

**Authorized Representative of the ORGANIZATION**

**Authorized Representative of the UNIVERSITY**