



V4 Institute

Virtual Verification Validation and Visualization Institute

Membership Agreement

Version December 11, 2017

This Agreement, effective as of the date of last signature, is by and between the National Center for Defense Manufacturing and Machining (NCDMM), a 501(c) (3) non-profit corporation registered in the Commonwealth of Pennsylvania, located at 486 Cornell Road, Blairsville, PA 15717, manager of the Virtual Verification Validation & Visualization Institute, (“**V4I**” or “**V4I Consortium**” or “**Consortium**”) and << Organization Name >> (“**Organization**”) a << type of legal entity >> registered under the laws of the State (or Commonwealth) of << State Name >> and having an address of << Organization Legal Address >>, either or both of which may be hereinafter referred to as a “Party” or the “Parties” respectively.

The term Parties as used herein, also include signatories to counterparts of this Agreement executed by other Organizations and NCDMM.

The terms “Member” or “Members” as used herein may refer to any Party or Parties respectively other than NCDMM.

WHEREAS, the Parties to this Agreement intend to collaborate to support V4I for the purpose of establishing a forum for the manufacturing industrial base, university and US Government to collaborate, in a pre-competitive environment, to advance technologies required to implement computational modeling and simulation concepts and technology, and to develop the workforce skills required to support computational modeling and simulation in the United States for the benefit of the defense and non-defense sectors; and

WHEREAS, NCDMM serves as the program manager and fiscal agent for V4I and is authorized to receive and commit membership payments on behalf of V4I; and

WHEREAS, NCDMM administers all other aspects and performs all other activities of V4I; and

WHEREAS, Organization wishes to become a member of V4I and thereby obtain the benefits of membership and NCDMM desires to accept Organization as a member of the V4I; and

WHEREAS, Organization intends to be a Party to and negotiate separate project agreements for conducting computational modeling and simulation applied research and development activities under this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree to the following terms and conditions:

1. DEFINITIONS

- 1.1. Consortium Research is defined as research supported by membership fees and / or incorporates funds provided to NCDMM for V4I under future grants.

Consortium Research does not include:

- 1.1.1. Research carried out by Parties or Members under separate contract unless specified therein, or
- 1.1.2. Research fully funded by a Member without using any membership fees or any funds provided to NCDMM for V4I, or
- 1.1.3. Research carried out independently by a Member using V4I Infrastructure access.
- 1.2. Intellectual Property (“**IP**”) is defined as technical know-how, trade secrets, inventions, technical data, discoveries, materials, samples, software, software programs, documentation, reports, any and all other copyrightable materials, or invention or discovery that is or may be patentable or otherwise protectable under title 35 of the US Code.
- 1.3. Background Intellectual Property (“**BIP**”) is defined as IP in existence at the effective date of this Agreement or coming into existence subsequent to this Agreement, which were not developed in the course of performance of any sub award under V4I.
- 1.4. Consortium Developed Intellectual Property (“**CDIP**”) is defined as individually and collectively all IP which are conceived or made solely or jointly by Member(s) during the performance of a sub award project under Consortium Research.
- 1.5. Proprietary Information is defined as any information disclosed to a receiving Party which is declared by the disclosing Party to be proprietary and marked in accordance with the procedures set forth in Section 5.1. However, Proprietary Information shall not include any information which:
- (a) Is already known prior to or after disclosure hereunder other than through acts or omissions attributable to the receiving Party;
 - (b) Is disclosed in good faith to receiving Party by a third party having a lawful right to do so generally available to the public or becomes publicly known through no wrongful act of the receiving Party; or
 - (c) As demonstrated by prior written records, is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; or
 - (d) Is developed independently, without reference to Proprietary Information, by representatives of the receiving Party as evidenced by the receiving Party’s written records; or
 - (e) Is the subject of written consent or authorization of the disclosing Party authorizing disclosure.

2. CONSORTIUM ADMINISTRATION

- 2.1 The V4I Consortium is operated as a program administered by NCDMM with the support of NCDMM staff and its established procedures and capabilities.
- 2.2 V4I shall be headed by a Director and shall manage strategic operations under guidance from the V4I executive committee, made up of representatives elected by the V4I governance board.
- 2.3 Each V4I Platinum Member (as described in Exhibit 1), while a Member-in-Good-Standing (as defined in Section 3.3 below), may appoint an individual to serve as its representative on the governance board. Gold Members will appoint an individual to serve by proxy vote as determined by membership (as described in Exhibit 1). Governance Board terms are annual based on a Member organization's membership Anniversary Date as defined in Exhibit 1, item 3, and are limited to the period during which the Member's organization remains a Member-in-Good-Standing of the Consortium
 - 2.3.1 The Governance board shall provide input and recommendations from the Consortium membership to the Executive committee.
- 2.4 The Executive committee shall consist of at least five (5) positions elected from the Governance board, and shall be representative of the organizational segmentation of the Membership as a whole. Executive committee terms shall be for one (1) year, with a maximum of three (3) consecutive terms per individual. Government members may have no more than five (5) consecutive terms.
- 2.5 NCDMM senior program managers shall be responsible for each of V4I's specific program focus areas and shall use an NCDMM managed competitive process to solicit and select projects for funding, based on selection criteria consistent with the purpose and requirements of the funding stakeholder and the manufacturing community.

3. MEMBERSHIP AND BENEFITS

- 3.1 V4I membership is open to all US industrial organizations, academic institutions, non-profit organizations and governmental agencies interested in furthering computational modeling and simulation technology and education. A Member shall join the Consortium with the intention of remaining an active, fees paying member for at least three (3) years.
- 3.2 Exceptions for membership in V4I by a foreign-owned or partially foreign-owned organization could be warranted when the organization's participation in V4I would be in the economic interest of the United States and aligned with the vision and mission of V4I. Application for membership is submitted in writing to the Director and is subject to an approval process.
- 3.3 Membership fees and benefits vary with the membership tier joined, as summarized in Exhibit 1. Member's Annual Enrollment Date, as defined in Exhibit 1, is the effective date of executing this Agreement between such Member and NCDMM. The first twelve (12) month annual membership fee shall be paid within thirty (30) days following the Member's Annual Enrollment Date. Thereafter, to remain a "Member-in-Good-Standing" within the Consortium and continue to receive the rights and benefits thereof, the Member shall pay the annual membership fee on or before the Member's Annual Enrollment Date for each subsequent membership year.

Membership fees are non-refundable. A Member may change their membership tier at the time they pay their fees.

- 3.4 Members whose payments are overdue shall receive notice from the Director. If payment is not received within thirty (30) days thereafter, the Membership shall be considered to be terminated on the date payment first became due and the Member shall be treated as a withdrawn member. The Withdrawn Member shall automatically cease to have the rights and benefits of membership, and all Proprietary Information in writing, or other permanent visual form, shall promptly be returned or destroyed with confirmation in writing.
- 3.5 Annual fees shall be used to cover the costs of annual meetings, operating costs associated with administering the V4I Consortium and to support Consortium project execution.
- 3.6 A Member may withdraw from the Consortium by providing sixty (60) days advance written notice to the Director. A withdrawing Party shall be bound by the non-disclosure obligations set forth elsewhere in this Agreement, shall retain prior granted licenses, and is liable for its own continuing contractual obligations under any Consortium documents to which it is a signatory. Upon leaving the Consortium, the Member shall have no further right to share in the research results subsequently generated under the Consortium or in any CDIP resulting therefrom.
- 3.7 For Members that leave and subsequently rejoin the Consortium, research results generated or in any CDIP resulting therefrom while not a Member shall be managed as BIP to be negotiated between Parties.
- 3.8 Membership fees shall be made payable to NCDMM and sent to:

NCDMM

Attn: Accounts Payable
486 Cornell Road
Blairsville, PA 15717

4. INTELLECTUAL PROPERTY RIGHTS AND ACCESS

- 4.1. Background Intellectual Property. Each Member shall retain all rights to its Background Intellectual Property; and the decision to make available any such Background Intellectual Property for use in a Member's sub award project shall be at the sole discretion of each Member with respect to identification of all such Background Intellectual Property. No license or rights are granted to a Member's Background Intellectual Property under this Agreement.
- 4.1.1. In the event that one Member may require use of another member's BIP that has been disclosed by a Member as part of the Consortium Research in order to successfully commercialize any CDIP then the Members agree to discuss potential licensing terms and conditions in a separate legally binding agreement between the Members, separate from this Agreement. Member(s) are not required to license any such originating Member(s) BIP.
- 4.2. CDIP shall be owned by the respective inventing or creating Members, subject to any rights and/or any pre-existing rights of any third party and subject to the following conditions:

- 4.2.1. If a Party solely or jointly creates CDIP, the Party must disclose the creation of such CDIP to its technology transfer office, licensing office or other similar department (“**Party’s Tech Transfer Office**”). A non-confidential summary of the CDIP disclosed to the Party’s Tech Transfer Office shall be sent to NCDMM as soon as practicable so that NCDMM can maintain a list of CDIP.

Members owning CDIP shall grant upon request to NCDMM and Members-In-Good-Standing at the time of creation a limited, non-exclusive, royalty-free license to use the CDIP for the Member’s internal procedures, research or development purposes (but not to make, use, or sell products or external processes for commercial purposes, with the exception of licenses granted pursuant to Section 4.2.3 below). Such licenses shall be granted to interested Members upon request in a separate legally binding mutually agreeable license agreement between the Members. Payment of patent expenses may be required of Parties granted non-exclusive, royalty-free commercial licenses by universities and other non-profit institutions.

Such licenses for Members shall be without the right to grant sublicenses to third parties, except for any Member-designated agents, contractors and non-employee students (“**Permitted Third Parties**”) performing work for the benefit of such Member. Under these circumstances the Member is responsible for having any and all appropriate written agreements with such Permitted Third Parties to enable Member’s compliance with this Agreement and is responsible for such parties’ use of the CDIP in the same manner Member is responsible for its own use of such CDIP (e.g., violation of the license parameters set forth in this Section by a Member’s Permitted Third Parties shall be considered a breach of this Agreement by Member).

- 4.2.2. Members are strongly encouraged to seek legal protection for inventions in the form of patents as soon as is reasonably possible following disclosure of all CDIP to NCDMM. Protection of a Member’s solely developed CDIP shall be done at Member’s own expense and through use of their respective Party’s TechTransfer Office.

Each Member agrees to notify in writing NCDMM in a timely manner of all such actions in which legal protection is or has been sought so that NCDMM can enter such information in its invention disclosure database.

With respect to jointly developed CDIP the relevant Members agree to negotiate a separate legally binding agreement encompassing those terms and conditions to be used to govern the manner in which jointly developed CDIP will be owned, administered, protected, and licensed. NCDMM will be notified in writing in a timely manner of the existence of these agreements between Members and NCDMM shall maintain pertinent information in its invention disclosure database.

In the event that a single Member for solely developed CDIP, or all Members with an ownership right for jointly developed CDIP choose not to seek legal protection and thereby elect not to file a patent application on or to otherwise protect any CDIP, then Member(s) agree to notify NCDMM in writing of its intent and must report any pending publication or presentation to NCDMM at the time of this notification. NCDMM may negotiate to obtain such protection at its own expense where Member(s) choose not to seek legal protection. Ownership of such CDIP shall remain with the originating

Member(s), unless the originating Member(s) agree(s) to assign such CDIP to NCDMM through the negotiation and NCDMM agrees to grant all licenses required of the originating Member(s) under the terms of Section 4 on the assigned CDIP.

- 4.2.3. It is anticipated that one of the outcomes of an active CDIP licensing and commercialization plan is the generation of royalty income by a respective Member. It is acknowledged that Members of academic, government, and industry sectors will manage the disposition and reporting requirements of all royalties received in accordance with their institution's existing policies, through their Party's TechTransfer Office. To the extent it may legally do so, Members owning CDIP shall grant NCDMM and Platinum Members-In-Good-Standing a limited, non-exclusive, royalty-free license to use the CDIP for commercial purposes and Gold Members-In-Good-Standing shall be granted such licenses at a fair market value royalty rate. Such licenses shall be granted to interested Members upon request in a separate legally binding mutually agreeable agreement between the Members.

Such licenses for Members shall be without the right to grant sublicenses to third parties, except for any Member-designated agents, contractors and non-employee students performing work for the benefit of such Member, provided, however, the Member is responsible for having any and all appropriate written agreements with such parties to enable Member's compliance with this Agreement and is responsible for such parties' use of the CDIP in the same manner Member is responsible for its own use of such CDIP (e.g., violation of the license parameters set forth in this Section by a Member's contractor shall be considered a breach of this Agreement by Member). In addition, sublicensing shall be permitted to the licensee's direct customers.

- 4.3 Licenses granted under this Section 4 shall be subject to these additional terms:

- 4.3.1. Any licenses granted to a Member through a separate document as specified in this Section 4 shall become a royalty-bearing license at fair market value for such Member who is designated a Withdrawn Member.
- 4.3.2. As a result of this Agreement, any and all rights and obligations of the Members to any CDIP resulting from use of any U S Government's facilities, equipment or funds are subject to any and all applicable rights of the U S Government.
- 4.3.3. Notwithstanding anything to the contrary in this Agreement, certain laws, regulations and/or policies may prevent and/or limit certain Members' ability to offer royalty-bearing licenses to CDIP that has previously been licensed by such Members on a royalty-free basis.
- 4.3.4. Therefore, the ability to charge royalties to Gold Members, Silver Members, and/or third parties is subject to the granting Member's ability to do so in light of then-existing contractual obligations, legal and regulatory requirements, and policies of the granting Member.

5. PROPRIETARY INFORMATION

- 5.1 In the normal and routine operation of V4I, there may be some occasions where one Party discloses information that is proprietary and confidential to the disclosing Party. All such

information which a disclosing Party believes to be proprietary, confidential, trade secret or the like undisclosed information shall be provided in writing or other permanent visual form (such as, for example, a physical prototype, physical sample, photograph, video or sound recording on any type of recording media) and designated as proprietary with an appropriate restrictive legend stamped or marked thereon at the time of disclosure. Proprietary Information disclosed orally, must be identified as proprietary at the time of disclosure and summarized in writing as being proprietary within thirty (30) days of such disclosure. The receiving Party agrees to exercise the same care and safeguards with respect to Proprietary Information disclosed by the Disclosing Party as used to maintain the confidentiality of its own information of like character, but in no event less than a reasonable degree of care.

- 5.2. The obligations of confidentiality and non-disclosure set forth in this Section 5 shall continue for a period of five (5) years from the termination or expiration of this Agreement or until the information ceases to fall under the definition of Proprietary Information.

6. PUBLICATION

- 6.1. The Parties agree and expect that results of Consortium Research shall be published or otherwise made publicly available and that Parties engaged in Consortium Research shall be permitted to present at symposia, national or regional professional meetings and to publish in journals, theses or dissertations, or by other means of their own choosing, the results of their research, provided that nothing will be done which could bar the availability of patent protection with respect to CDIP of a Member or V4I invention, or which would disclose Proprietary Information of any Member or of V4I or disclose information in violation of the applicable US laws and regulations (*e.g.*, the International Traffic in Arms Regulations (“**ITAR**”) and the Export Administration Regulations (“**EAR**”)) that govern the export of specific technical data and technologies, including software, prototypes and other intellectual property, to foreign countries and foreign nationals (“**Export Control Laws**”).

6.1.1. A Party will not make a public disclosure without a review of the full text of the proposed publication, presentation or other form of public disclosure by the Member(s) involved, the Director as described below. The Member(s) involved, the Director shall be provided a copy of the proposed public disclosure at least one (1) month in advance of the submission of such proposed public disclosure and shall have two (2) weeks after receipt of said proposed disclosure to respond in writing to the submitting Party to identify Proprietary Information and/or to identify any potentially patentable CDIP and/or to identify any CDIP in which the submitting Party does not have an ownership interest. A submitting Party agrees to remove any identified Proprietary Information, potentially patentable CDIP and/or CDIP in which the submitting Party does not have an ownership interest prior to public disclosure (or, for potentially patentable CDIP in which the submitting Party does have an ownership interest, delay public disclosure for a period of sixty (60) days from the date of the response).

6.1.2. Notwithstanding anything to the contrary above, student theses and dissertations shall be subject to a separate review and comment process wherein the student shall submit such student thesis or dissertation in draft form at least sixty (60) days in advance of the date of their final defense in order to afford an opportunity to identify Proprietary Information and/or identify any potentially patentable CDIP and/or any CDIP in which the Party’s student does not have an ownership interest.

- 6.1.3. V4I and/or V4I Members may negotiate and implement a more restrictive public disclosure agreement than defined in paragraphs 6.1.1 and 6.1.2 for a specific project based on the need for extended non-disclosure of CDIP by the project participants.
- 6.1.4. An acknowledgment of funding and a disclaimer shall appear in the publication of any material, whether copyrighted or not, resulting from a V4I project incorporating funds granted in support of the V4I. The acknowledgement shall be based upon requirements of origin funding.

7. EXPORT CONTROL LAWS

- 7.1 The Parties shall comply with all applicable US laws and regulations (*e.g.*, the International Traffic in Arms Regulations (“**ITAR**”) and the Export Administration Regulations (“**EAR**”) that govern the export of specific technical data and technologies, including software, prototypes and other intellectual property, to foreign countries and foreign nationals (“**Export Control Laws**”). Specific requirements under the future Federal Grant(s) to NCDMM of funds for the Consortium would include:
 - 7.1.1. The Contractor’s responsibility to comply with all applicable export control laws and regulations exists independent of, and is not established or limited by this Agreement.
 - 7.1.2. NCDMM acknowledges and agrees that projects expected to include access to and/or use of and/or creation of export-controlled materials, ITAR-controlled technologies, performance characteristics of military systems, and/or manufacturing technologies that are unique and critical to defense, shall be identified when such a project is being considered for funding.
 - 7.1.3. In addition, if a Party expects to include access to and/or use of and/or creation of export-controlled materials, ITAR-controlled technologies, performance characteristics of military systems, and/or manufacturing technologies that are unique and critical to defense, these shall be identified at the project call phase of the program.
 - 7.1.4. Any data subject to ITAR or EAR requirements must be identified by the disclosing Party with the appropriate export control marking prior to time of disclosure to the receiving Party.
 - 7.1.5. The receiving Party is under no obligation to accept such export controlled information. If the receiving Party accepts the export-controlled data, it is responsible for complying with all applicable export control laws and regulations.
- 7.2. Any Proprietary Information subject to ITAR or EAR requirements must be identified by the disclosing Party with the appropriate export control marking prior to time of disclosure to the receiving Party.

8. TERM AND TERMINATION

- 8.1. The initial term of this Agreement shall commence as set forth in Section 3. Thereafter, this Agreement shall renew automatically upon payment of the annual membership fee for successive one (1) year terms commencing on the membership cycle date specified in Section 3.3 above.

- 8.2. If a Member elects not to renew this Agreement after any twelve (12) month term, it shall notify the Director, in writing, thirty (30) days prior to the start of their next membership term.
- 8.3. If a Party fails to remain a Member-in-Good-Standing, becomes insolvent, is adjudged bankrupt, is placed in receivership, makes an assignment for the benefit of creditors, or enters into any arrangement or composition with its creditors, this Agreement shall be deemed terminated to that Party.
- 8.4. If a Member violates its obligations under this Agreement, NCDMM may terminate this Agreement by sending a termination notice describing the noncompliance to that Party. Notwithstanding anything to the contrary in the foregoing, overdue payments will be handled in accordance with Section 3.3.
- 8.5. This Agreement may be terminated:
- 8.5.1. By NCDMM upon written notice to the Member if conditions preclude continuation of the Consortium; or
- 8.5.2. At any time upon mutual written agreement of the Parties; or
- 8.5.3. If this Agreement is determined by a court of competent jurisdiction to be illegal.
- 8.6. Upon termination or expiration of this Agreement for any reason, a Member shall destroy or return to the owning Party and/or the Director all CDIP in which it does not have an ownership or license interest and all Proprietary Information within its possession, including copies and portions thereof and updates and enhancements thereto in any form, including electronic versions contained on storage devices. Further, Member shall certify that all such Proprietary Information has been returned or destroyed. Each V4I Member shall retain in its possession all Background IP and/or CDIP in which it has an ownership or license interest. Individual Party termination or expiration of this Agreement does not affect the ownership standing in such IP.
- 8.7. In accordance with Section 3.6 above, individual termination or expiration of this Agreement by a Member shall not relieve such Member of its non-disclosure obligations, and/or any contractual obligations under any of the Consortium documents to which it was a signatory. Such Member shall retain use of CDIP under any licenses granted to it prior to its departure (subject, however, to any adjustment of payments and royalties per Section 4.3 above) although such Member shall have no further rights to CDIP developed subsequent to its departure. Withdrawal shall not relieve a Member of its own obligations to make available to other V4I Members-in-Good-Standing any CDIP licensed prior to its withdrawal from the V4I Consortium.

9. OTHER CONSORTIUM-RELATED PROJECTS

- 9.1. Nothing in this Agreement shall be deemed to prevent NCDMM and any Member or any group of Members from entering into a separate research agreement not falling within the scope of this Agreement. In the event of any inconsistency between the terms of the separate agreement and the Membership Agreement, the terms of such separate agreement shall take precedence insofar as such separate agreement does not adversely affect the rights to IP or confidentiality granted to the Member under Sections 3, 4 and 5 of this Agreement.

10. MISCELLANEOUS

- 10.1 This Agreement is not intended by the Parties to create or constitute a joint venture, partnership, trust, association taxable as a corporation or other formal business organization of any kind. This Agreement is not intended to create any rights or obligations other than those expressly stated herein. The Parties are independent contractors, and the employees of one shall not be deemed to be employees of any other. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties.
- 10.2 To the extent such efforts are not included within the V4I projects, and notwithstanding anything to the contrary in this Agreement, a Party shall be free to pursue its individual technical approach for any work in association with any other third party, subject only to the provisions of Section 5 that no Party shall use the Proprietary Information of any Party or Member received under this Agreement for any activity other than the performance of V4I projects, and not in any other activity.
- 10.3 This Agreement shall be binding upon and inure to the benefit of the Parties. This Agreement shall not be assigned or transferred by a Party, in whole or in part to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void.
- 10.4 All notices required to be given under this Agreement shall be sent in writing, and deemed effective upon personal delivery or upon transmission by Certified Mail, FedEx with signature required or by UPS Second Day Air with signature required, to the Parties as listed below:
- Organization:
NCDMM:
Attn: Gary Fleegle
486 Cornell Road
Blairsville, PA 15717
- Organization designates the person listed in Exhibit 1 as the Organization's contact with V4I on technical matters.
- Each Party reserves the right to change their designated contact person above and in Exhibit 1 by written notice to the other Party as provided in this Section.
- 10.5 Except as provided below, no amendment or modification of this Agreement shall be valid unless approved (2/3 majority) by the Governance Board. However, notwithstanding anything to the contrary in the foregoing, changes may be made in accordance with the Membership Agreement Amendment process attached hereto and made part hereof as Exhibit 3, and all Parties agree to abide by any changes approved through such process.
- 10.6 Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement which is not settled by agreement between the disputing Parties within thirty (30) days, shall be resolved in a court of competent jurisdiction.
- 10.7 If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

- 10.8 The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.
- 10.9 Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.
- 10.11 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.12 No Party makes any warranties with respect to its performance under this Agreement, and any and all implied warranties are hereby disclaimed (including but not limited to warranties of merchantability or fitness for a particular purpose).
- 10.13 This Agreement constitutes the entire agreement among the Parties and supersedes all previous oral or written agreements and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives on the dates shown below (before executing this Agreement, please complete Exhibit 1 to designate Organization's membership level and other required information).

EXHIBIT 1

MEMBERSHIP SELECTION

Please complete the following to select the membership tier joined and provide additional information required to complete this Membership Agreement.

1. **Membership Tier Selection:** Please select Membership option.

- Platinum Membership:** Annual membership fee of \$200,000, with a minimum annual cash amount of \$50,000 for voting rights on the Governance board.
- Gold Membership:** Annual membership fee of \$50,000, with a minimum annual cash amount of \$12,500.
- Silver Membership:** Annual membership fee of \$15,000.
- Designated Contact for V4I Consortium activities:**

(a) Technical Contact:

Name:

Title:

Address:

Phone:

Email:

(b) Governance Board representative (For Platinum Members only):

Name:

Title:

Address:

Phone:

Email:

3. **Membership Anniversary Date**

(Date of Membership Agreement Execution by Both Parties)

EXHIBIT 2**MEMBERSHIP BENEFITS**

V4I Members are entitled to the benefits summarized below, based on the membership tier joined. Except for licenses to CDIP, all other benefits shall be provided by and/or through NCDMM and its facilities unless otherwise agreed by the relevant Parties. All Members receive a royalty-free, non-exclusive license for internal research and development use of CDIP created during the Member's tenure as a Member-in-Good-Standing, while the Member remains a Member-in-Good-Standing.

1. Platinum Membership: \$200,000 per year

- (a) A seat on the Governance Board. A Platinum Member who satisfies membership fees with less than \$50,000 cash, may hold an advisory seat only (no voting rights).
- (b) Collaboration on computational modeling and simulation technology applied research and an individual, royalty-free, non-exclusive license for commercial development for all CDIP that utilizes V4I Federal and membership funding during the Platinum Members term as a Member-in-Good-Standing. Such individual license shall be for the life of any protection obtained for such individual Intellectual Property.
- (c) Silver Membership for a major supplier or community college of the Platinum Member's choice. Supplier must be a Small / Medium Enterprise ("**SME**") to qualify for the free sponsored Membership.
- (d) Access to V4I workforce training courses at reduced rate.
- (e) Priority opportunity to nominate and / or select a V4I graduate intern to participate in a Platinum Member project each year.
- (f) Participation in V4I computational modeling and simulation road-mapping process.
- (g) Free access to all V4I managed technical presentations and workshops (does not include booth space, sponsorship, etc.).
- (h) Participation in all V4I poster sessions.

2. Gold Membership: \$50,000 per year

- (a) Voting right for representative of Gold Membership on the V4I Governance Board.
- (b) Collaboration on computational modeling and simulation technology applied research and an individual, royalty-bearing, non-exclusive license for commercial development for all CDIP that taps into V4I Federal and membership funding during the Gold Members term as a Member-in-Good-Standing. Such individual license shall be for the life of any protection obtained for such individual Intellectual Property.
- (c) Access to V4I workforce training courses at reduced rate.
- (d) Opportunity to sponsor or place a V4I graduate intern each year.
- (e) Reduced Silver Membership for SME suppliers or community college of the Gold Member's choice.

- (f) Participation in V4I computational modeling and simulation road-mapping process.
- (g) Free access to all V4I managed technical presentations and workshops (does not include booth space, sponsorship, etc.).
- (h) Participation in all V4I poster sessions.

3. Silver Membership: \$15,000 per year

- (a) Fee Access to V4I workforce training courses.
- (b) Opportunity to sponsor or place a V4I graduate intern each year.
- (c) Free access to all V4I managed technical presentations and workshops (does not include booth space, sponsorship, etc.).
- (d) Participation in all V4I poster sessions.

4. Membership Fee Payment Requirements

- (a) **Industry** – Cash, in-kind, or mix of cash and in-kind subject to cash minimums. Allowable in-kind contributions will be calculated on the basis of the fair market value of services provided for the 12-month period immediately preceding the Member's Annual Enrollment Date. The supplier of in-kind services shall be responsible for providing reasonable documentation to substantiate the claimed value. Documentation shall be provided to and maintained by V4I.
- (b) **Academic, Associations and other Non-Profit** – Cash, in-kind, or mix of cash and in-kind. Allowable in-kind contributions shall be calculated on the basis of the fair market value of services provided for the 12-month period immediately preceding the Member's Annual Enrollment Date. The supplier of in-kind services shall be responsible for providing reasonable documentation to substantiate the claimed value. Documentation shall be provided to and maintained by V4I.

EXHIBIT 3

MEMBERSHIP AGREEMENT AMENDMENT PROCESS

1. Membership Agreement Amendment Overview
 - 1.1 Adoption of the V4I Membership Agreement and any proposed amendment to the Agreement requires a vote of 2/3 majority of the Governance Board under quorum with prior recommendation by the Executive committee, an ad-hoc Executive Sub-Committee on Membership Agreement (“**Executive Sub-Committee**”), or the Director.
 - 1.2 If the amendment is approved by the Governance Board (2/3 majority) and Director, the change will be incorporated into the Membership Agreement. The revised document will be prepared and distributed to the Governance Board and Executive committee within ten (10) business days from the change. At minimum, the V4I Membership Agreement should be examined for potential updates on an annual basis by the Executive committee.
 - 1.3 Amendments may be brought forth by any current or potential member and must be presented to the Director or designee(s). It is encouraged that amendments to the V4I Membership Agreement be considered during the annual program review Governance Board meeting for live discussion and voting. However, electronic and teleconference voting is also acceptable for approving amendments to the V4I Membership Agreement.
2. V4I Membership Agreement Amendment Process

The following are the steps proposed for any potential approval of amendments to the V4I Membership Agreement:

- 2.1 Potential amendments to the Membership Agreement can be discussed by current or potential members by contacting the Director or designee(s) and requesting an initial clarification consultation.
- 2.2 The Director will convey the following principles to the potential requestor:
 - (a) Amendments cannot make fundamental or spirit of the law changes due to fiduciary responsibilities for pre-existing members who have already signed the current Membership Agreement
 - (b) Future amendments are expected to improve current state of document (examples may include: clarifying language, improving consistency, reflecting updates from other V4I documentation; e.g. Operating Plan)
 - (c) If after initial consultation, the requestor wishes to proceed to propose and amendment(s) the following process must be followed:
 - i. Requestor may propose an amendment to current language by providing an amendment request (amendment form will be provided) that includes, at a minimum, the following:
 - Specific agreement section and paragraph under consideration
 - Current verbatim wording under consideration
 - Suggested amendment language

- Brief rationale (per section and paragraph under consideration)
- ii. The completed amendment request must be submitted to Chair of the Executive committee for amendment consideration.
 - iii. The Executive committee assigns an ad-hoc Executive Sub-Committee and a Chair for that Sub-Committee, who will complete an internal review where external discussions with requestor may be conducted, if necessary.
 - iv. Upon completion of external discussions with requestor (if applicable), the Executive Sub-Committee Chair then requests a meeting with appropriate personnel from academia, government and industry (i.e., personnel knowledgeable of contract language; preferably with V4I familiarity) for developing and incorporating appropriate legal language into Membership Agreement based upon amendment recommendation.
 - v. The Executive Sub-Committee provides a recommendation of acceptance / rejection to the Executive committee. If the Executive Sub-Committee recommends acceptance, it will provide an informational memorandum to the general membership of the potential amendment and allow a comment period of two weeks for current members to review the potential amendment.
 - vi. Executive committee to vote on Executive Sub-Committee recommendation(s):
 - If amendment(s) are approved, the Executive committee will submit to the Governance Board for vote
 - If amendment(s) are denied,
 - The Executive Sub-Committee will provide denial justification / feedback to the Director; and
 - Director or designate(s) will provide denial justification / feedback to requestor
 - vii. Governance Board to vote to accept or reject amendment(s)
 - If amendment(s) are approved, the Governance Board will submit to Director for approval
 - If amendment(s) are denied, the Director will provide feedback to the Executive committee
 - viii. The Director has final determination on Governance Board approved recommendation.
 - If amendment(s) are approved, the Director will distribute the final version to the Governance Board and Executive committee

- If amendment(s) are denied,
 - The Director will provide feedback to the governance board; and Director or designate(s) will provide denial justification / feedback to request