

# **Georgia Tech Manufacturing 4.0 Consortium**

## **Membership Agreement**

This Consortium Membership Agreement (hereinafter the “Agreement”) is entered into on [Click here to enter text.](#) (“Effective Date”) between the Georgia Tech Research Corporation, a Georgia nonprofit corporation (“GTRC”) on behalf of the Georgia Tech Manufacturing 4.0 Consortium (“Consortium”) and [Click here to enter text.](#), incorporated in the state of \_\_\_\_\_ and located at [Click here to enter text.](#) (“Member”).

**WHEREAS**, the Consortium is an industry-academia consortium founded by GTRC to innovate and accelerate cybersecure integration of Industry 4.0 technologies into Georgia defense manufacturing; and

**WHEREAS**, GTRC is a supporting organization of the Georgia Institute of Technology (“GIT”), a unit of the University System of Georgia governed by a Board of Regents, and the rights, duties and obligations of GTRC under this Agreement will be carried out by faculty, students and other personnel (collectively, “Staff Members”) of GIT; and

**WHEREAS**, Member desires to obtain the benefits of joining Consortium subject to the terms and conditions set forth herein;

**THEREFORE**, the parties agree as follows:

### **TERMS AND CONDITIONS**

#### **ARTICLE 1 – CONSORTIUM STRUCTURE & MEMBERSHIP LEVELS**

Consortium shall be governed by a Board of Directors comprised of representatives from GIT and Members (defined below). The Board of Directors will work with Members to decide the initiatives for the Consortium.

The Consortium Member: Members can keep current on industry trends and Consortium initiatives by attending (either in person or via electronic means) all meetings and receiving meeting minutes; Consortium will recognize Members on Consortium’s website. Members will also receive one week of pilot project time each year at the AI Manufacturing Pilot Facility (AI-MPF), which may include demonstration, evaluation, or workforce training on exclusive tools, such as those to accelerate cybersecure integration of Industry 4.0 technologies into manufacturing. Members will also receive the option to sponsor research projects as outlined in Article 3.2. Members that sponsor research projects may elect to have their one (1) week of pilot project time that comes with their Consortium membership applied toward a research project.

#### **ARTICLE 2 – TERM OF MEMBERSHIP**

This Agreement will begin as of the Effective Date and will expire on June 30, 2024, unless extended by mutual written agreement.

## **ARTICLE 3 – MEMBERSHIP FEES**

### **3.1     Membership Fees**

In consideration for receiving the benefits of being a Member, the Member agrees to pay the appropriate Membership Fee correlating to the type of membership defined in Article 1.

Member elects the following Membership Fee option:

☐ - Member

☐ - Affiliate Member: \$2,500 per year

☐ - Small Business Member: \$2,500 per year  
(A business with 100 or fewer employees)

☐ - Full Member: \$10,000 per year  
(101 or more employees)

☐ - Georgia Business: Any business having an established physical presence (location) within the state of GA will receive a ten percent (10%) discount on membership fees.

Total Membership Fee per year: [Click here to enter text.](#)

The first annual Membership Fee shall be due within thirty (30) days following the date this Agreement is executed by both parties. Subsequent annual Membership Fees will be due within thirty (30) days of receipt of an invoice from Consortium. Member shall pay the applicable fee in United States Dollars without deductions for taxes, assessments, fee, or charges of any kind. Membership Fees shall not be prorated for partial year membership. Any amount that a Member pays under this Agreement shall not be refundable or recoverable under any circumstance, including termination of this Agreement described below including under Article 8.4.

### **3.2     Research Projects**

As described in Article 1, each Small Business and Full Member may sponsor Consortium Research Projects at a pre-determined cost. Such Members may sponsor Consortium Research Projects individually or together with one or more other such Members. Cost and budgets for Consortium Research Projects shall be determined using the full-time equivalent calculation for one or more specific research personnel classifications (e.g., graduate research assistant, post-doctoral researcher). Such Members are encouraged to work with the Consortium to outline the technical scope of work for each Consortium Research Project so that the parties can determine an appropriate project cost and budget. Consortium will provide the current cost structure.

To sponsor a Consortium Research Project, a Small Business or Full Member must execute a Consortium Research Project Agreement that contains the provisions shown in Attachment A or, upon approval from the Consortium Executive Director, an agreement with equivalent terms and conditions that also protects the interests of the Consortium. These Members may sponsor multiple Consortium Research Projects.

## **ARTICLE 4 – INTELLECTUAL PROPERTY**

### **4.1 Research Project Intellectual Property**

All intellectual property, including but not limited to results, data, patentable inventions and copyrightable materials, conceived or first actually reduced to practice under a Consortium Research Project (“Consortium Research Project Intellectual Property”) shall be the sole property of the non-profit entity that creates or first actually reduces to practice the intellectual property. The non-profit entity agrees to and does hereby grant a no-fee license to each Small Business or Full Member to use the intellectual property for internal research purposes while the Member remains in good standing. Subject to the rights of the sponsoring Member to negotiate a license for commercial use to the Consortium Research Project Intellectual Property described below, the non-profit entity agrees to negotiate in good faith to grant a license at fair market rates to each Small Business or Full Member that desires to use the intellectual property for commercial purposes, but licenses for commercial purposes to the non-sponsoring Members are not required to be granted.

In the event the non-profit entity that has created Consortium Research Project Intellectual Property terminates its membership in the Consortium, it shall grant and the Consortium shall immediately have a perpetual, no-fee license to the Consortium Research Project Intellectual Property with a right to sublicense the same to Members and other parties for any legal purpose.

GTRC on behalf of Consortium shall grant and hereby grants the Member(s) sponsoring a Consortium Research Project a limited non-exclusive, non-transferable, royalty-free license to use for internal evaluation or research and development purposes all other intellectual property conceived or first reduced to practice under a Consortium Research Project that GTRC owns or to which GTRC holds a license with the right to sublicense. Subject to any required approval and other requirements of the sponsoring United States Federal Government, including the requirement to manufacture in the United States, the sponsoring Member(s) shall and hereby does also receive the first option to negotiate a commercial-use license for intellectual property developed or first conceived under a Consortium Research Project. Once notified of the creation or reduction to practice of any Consortium Research Project intellectual property, Member shall have six (6) months to exercise the option to negotiate for a commercial-use license; after six (6) months, if Member has not chosen to pursue further license rights, Consortium may offer an equivalent option to other Members.

Any Background Intellectual Property, defined as any intellectual property that existed prior to the execution of the Consortium Research Project Agreement or that is created outside the scope of the Consortium Research Project Agreement, that is necessary for a Consortium Research Project will be identified in the Consortium Research Project Agreement, and the owner of the Background Intellectual Property agrees to negotiate in good faith to grant a license for use of the Background Intellectual Property for the purpose of conducting the Consortium Research Project. All Background Intellectual Property will remain the property of the owner.

## **ARTICLE 5 – CONFIDENTIAL INFORMATION**

In the course of conducting Consortium research and business, Members may have access to Consortium Confidential information. For the purposes of this Agreement, “Confidential

Information” shall mean any non-public information, marked in conformity with the requirements set forth in this Agreement, having commercial value, which may include but not be limited to data, databases, pre-published reports, product plans, strategies, forecasts, research procedures, marketing techniques and materials, customer names and other information related to customers, price-lists, pricing policies and financial information that the Members consider sensitive and that is not generally known to the public.

a. Written information exchanged hereunder shall be considered Confidential Information for the purposes of this Agreement only if such information is clearly marked with an appropriate stamp or legend as Confidential Information.

b. Non-written information exchanged hereunder shall only be considered Confidential Information if, at the time of such disclosure, the information being disclosed is identified as confidential or proprietary and the disclosing party provides the receiving party(ies) with a writing that clearly identifies the nature and content of the disclosed information within twenty (20) days after such disclosure.

Notwithstanding any marking or designation to the contrary, “Confidential Information” shall not include information that: (a) is known by the receiving party at the time of disclosure; (b) is or later becomes publicly disclosed through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party with no duty of confidentiality to the disclosing party; (d) is independently developed by the employees or agents of a party to this Agreement without any use of Confidential Information provided by the other Party; or (e) is required by law or regulation to be disclosed.

Members may not disclose Consortium Confidential Information to any individual or organization outside the Consortium without prior written permission from Consortium, or until Consortium has officially made the information public through Publications, as defined below.

Any Confidential Information provided by a Member shall be marked with an appropriate legend, such as “[Member Name] Confidential Information,” and will be treated as Member Confidential Information. Consortium shall use a reasonable degree of care to treat such information as confidential and shall not appropriate such information or disclose such information to third parties unless prior written permission is received from such Member. Consortium’s duty to protect Member Confidential Information will terminate three (3) years from the initial date of receipt of such information.

Member acknowledges that GTRC is subject to the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 et seq.). GTRC shall treat all Member Confidential Information marked “Confidential” as confidential to the extent permitted under the Georgia Open Records Act.

## **ARTICLE 6 – PUBLICATIONS**

Member acknowledges that data and results generated by Consortium may be included in a student thesis or disclosed to the public through publication of scholarly articles and presentation in professional society meetings and other similar academic forums (“Publications”). For Members sponsoring a Research Project only, the non-profit entity or student that intends to publish or use data

or research results in a thesis shall furnish such sponsoring Member with draft copies of all Publications at least thirty (30) days prior to publication/presentation. Member may review Publications and may suggest modifications within fifteen (15) days of receiving the Publication copy for the purpose of protecting Member's Confidential Information or intellectual property.

## **ARTICLE 7 – EXPORT CONTROLS**

Each party understands and agrees that it is subject to and responsible for its own compliance with applicable United States laws, regulations and orders including those related to the export, re-export and release of technical data, technology, equipment, materials and software. Member represents that all Member Confidential Information provided to Consortium does not contain export controlled technology or technical data identified in the U.S. Department of Commerce Export Administration Regulations (EAR) Commerce Control List (CCL) at 15 CFR 774 or the U.S. State Department Munitions List (USML) at 22 CFR 121 or other relevant Export Control authority. Member agrees that it will not provide or make accessible to Consortium any export-controlled information without first notifying Consortium in writing of the existence and nature of the export-controlled information and obtaining the prior written agreement of Consortium, through a duly-authorized representative, for Consortium to receive such export-controlled information. All export-controlled information shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number. Consortium is not obligated to receive any export-controlled information under this Agreement and in its sole discretion may refuse receipt of such information.

## **ARTICLE 8 – GENERAL**

### **8.1 Compliance with Applicable Laws**

Each party agrees that in the course of performing its obligations under this Agreement, it shall comply with all applicable federal and state laws and regulations.

### **8.2 Liability**

Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof, and shall not be responsible for the acts or omissions of another party to this Agreement or the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement unless prohibited by law. Nothing in this Agreement is intended or may be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses, or protections provided to GTRC or GIT under governmental or sovereign immunity laws from time to time applicable to GTRC or GIT, as the case may be, or under the Eleventh Amendment to the United States Constitution.

### **8.3 Warranty Disclaimer**

MEMBER ACKNOWLEDGES AND AGREES THAT CONSORTIUM AND GTRC HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATION, GUARANTEE OR WARRANTY,

EXPRESS OR IMPLIED, REGARDING THE DATA OR INTELLECTUAL PROPERTY THAT ARISES FROM CONSORTIUM PROJECTS. CONSORTIUM AND GTRC MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO: (i) SHARED AND INDIVIDUAL RESEARCH PROJECTS AND ANY RESULTS OF THE PROJECTS; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY CONSORTIUM; (iii) NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES AND (iv) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

#### 8.4 Termination

Consortium may terminate this Agreement if Member fails to pay to Consortium the fees described in Article 3 or materially breaches any other term of this Agreement and fails to cure such breach within thirty (30) days' notice from GTRC on behalf of Consortium.

Upon termination of this Agreement, Member shall lose all rights and benefits granted under this agreement.

#### 8.5 Order of Precedence

In the event of a conflict between the Articles of this Agreement and the attachments hereto, the Articles of this Agreement shall control.

#### 8.6 Entire Agreement

This Agreement and its attachments contain the entire agreement between Member and GTRC with respect to the Georgia Tech Manufacturing 4.0 Consortium, and no modification or waiver of any provision hereof will be binding upon any party unless in writing and signed by the party agreeing to such modification or waiver.

**IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the date set forth below by its duly authorized representatives.**

**GEORGIA TECH RESEARCH  
CORPORATION**

**MEMBER:** \_\_\_\_\_

By:

By:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**[Signatures Continued on Next Page]**

By:

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Name  
Title

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Date

By:

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Name  
Title

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Date

**Attachment A**  
**Georgia Tech Manufacturing 4.0 Consortium**  
**Research Project Agreement**

This Research Project Agreement (“Agreement”) is issued pursuant to the Georgia Tech Manufacturing 4.0 Consortium Membership Agreement dated effective as of Click here to enter text. ("Membership Agreement") between Click here to enter text. (“Member”) and the Georgia Tech Research Corporation. The Membership Agreement is hereby incorporated by reference and expressly made a part hereof. Accordingly, the terms and conditions of the Membership Agreement shall be applicable to this Research Project Agreement and shall control in the event of a conflict with the terms and conditions of this Research Project Agreement.

**1. Project Description:** {ENTER PROJECT TITLE}

- A. Technical Scope Of Research – Consortium shall perform research generally of the following scope:

{INSERT GENERAL DESCRIPTION OF RESEARCH TO BE PERFORMED AND ANY BACKGROUND FOR THE REASON OR NEED BEHIND THE RESEARCH}

- B. Research Tasks – Consortium shall perform the following research tasks:

{INSERT DETAILED LISTING/DESCRIPTION OF RESEARCH TASKS TO BE PERFORMED BY CONSORTIUM, AND INCLUDE ANY MILESTONES TO BE PURSUED. IF MULTIPLE MEMBERS ARE SPONSORING THE RESEARCH PROJECT, CLEARLY IDENTITY EACH TASK THAT EACH SPONSORING MEMBER WILL PERFORM}

- C. Deliverables – Following completion of the research tasks listed in Section B above, Consortium shall provide Member with a final written technical report reporting on the research performed and results of that research. Consortium shall also as part of this Agreement provide Member with the following other deliverables:

{IDENTIFY AND DESCRIBE ALL DELIVERABLES TO BE PROVIDED TO EACH SPONSORING MEMBER BY CONSORTIUM, OTHER THAN THE FINAL TECHNICAL REPORT}

- 2. Research Schedule** – The term of this Agreement shall commence on Click here to enter text. and end on Click here to enter text.. The Research Schedule may be extended up to and including twelve months by written notification from Consortium's Primary Contact



for Sponsored Programs, as identified in Section 4 below, to Member's Primary Contact, as identified in the Section 4.

3. **Project Cost** – Member shall pay the fixed price amount of \$ [Click here to enter text.](#) to Consortium as outlined in the cost structure for Individual Research Projects effective at the time of execution.

The payment is due to Consortium within thirty (30) days following the date this Agreement is executed by both parties.

4. **Consortium Contact** – The following individual will manage this Individual Research Project for Grant, Contract and Administrative matters:

Name: [Click here to enter text.](#) Address: [Click here to enter text.](#)  
Email: [Click here to enter text.](#) Phone: [Click here to enter text.](#)

The following individual will manage this Individual Research Project for Technical Matters:

Name: [Click here to enter text.](#) Address: [Click here to enter text.](#)  
Email: [Click here to enter text.](#) Phone: [Click here to enter text.](#)

5. **Member Contact** – The following individual for Member shall be the primary contact for this Agreement and normal communications and invoices shall be sent to that contact person at the address listed below, or such other person or address as may later be specified by Member in writing:

Name: [Click here to enter text.](#) Address: [Click here to enter text.](#)  
Email: [Click here to enter text.](#) Phone: [Click here to enter text.](#)

6. **Intellectual Property** - As described in the Membership Agreement, in the event GTRC conducts the research, GTRC agrees to grant Member an option to negotiate in good faith for GTRC to grant Member a limited non-exclusive, royalty-free license to use the intellectual property conceived or first reduced to practice under this Agreement for internal evaluation or research and development purposes. In the event another non-profit entity conducts the research, GTRC on behalf of Consortium will work to facilitate the granting of an option from the entity that conducts the research to the sponsoring Member to negotiate a limited non-exclusive, royalty-free license to use the intellectual property conceived or first reduced to practice under this Agreement for internal evaluation or research and development purposes. Subject to compliance with all applicable laws and regulations, including but not limited to the federal Bayh Dole Act and related regulations, GTRC either grants sponsoring Member the first option to negotiate a commercial-use license for the intellectual property developed or first conceived under this Agreement; or, in the event a non-profit entity other than GTRC conducts the research, GTRC on behalf of Consortium agrees to facilitate that

granting of an option from the entity that conducts the research to the sponsoring Member to negotiate a license to use the intellectual property conceived or first reduced to practice under this Agreement for commercial purposes.

{ IDENTIFY AND DESCRIBE ALL BACKGROUND INTELLECTUAL PROPERTY  
TO BE UTILIZED IN THIS AGREEMENT }

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.**

**GEORGIA TECH RESEARCH  
CORPORATION**

By: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
Date

**MEMBER**

By: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
Date