

MEMBERSHIP AGREEMENT FOR THE TECHNOLOGY & INNOVATION ROUNDTABLE™

This Membership Agreement for the Technology & Innovation Roundtable™ (hereinafter referred to as the “Agreement”) is entered by and among Members (as defined below). Each respective Member is bound by the terms herein as of the Effective Date (as defined below) corresponding to that Member.

I. INTRODUCTION

The Technology & Innovation Roundtable (“Roundtable”) serves as a focal point for the analysis and analytic technology industry. The objective of the Roundtable is to bring together leaders of analysis and analytic technology companies to have open dialogue and achieve common goals as further described in Article II. “Purpose”. The Roundtable membership seeks to address certain industry priorities and general topics of interest and concern as related to analysis and analytic technology.

By coordinating on key topics and interests, the Roundtable seeks to ensure U.S. Government officials hear a cohesive industry voice. As an operator of federally funded research and development centers (“FFRDCs”), The MITRE Corporation (“MITRE”) is able to provide the Roundtable with a neutral environment, guidance, and structure. The Roundtable is engaging senior-level U.S. Government sponsors to learn their organizational priorities and mission requirements as related to industry, and discuss and propose improvements for engagement between the U.S. Government and industry. This is achieved by inviting contributions and guidance from professional organizations, academia, and industry practitioners. Information, studies, and knowledge from the Roundtable will be used to inform decision-makers and the U.S. Government on topics related to analysis and analytic technology.

The Roundtable includes a Host Organization, Governing Group, Members, Guests, Working Groups, and a Chairperson (each as defined below). The Technology & Innovation Roundtable Bylaws, Version 2.0 are posted under “Governance” on <http://www2dev.mitre.org/public/analytic-technology/index.html>.

The Roundtable operates as a collaborative organization. Technology companies engaged in the analysis and analytic technology U.S. Government market may join the Roundtable.

II. PURPOSE

The purpose of the Roundtable is to advance and achieve technical goals of community interest and raise awareness of topics of concern or interest. The purpose is to build strong, positive relationships between industry and the U.S. Government. The Roundtable seeks to achieve technical goals of community interest. The Roundtable also seeks to engage the U.S. Government on topics of concern to the analysis and analytic technology community. The Roundtable seeks greater and higher quality communication between the U.S. Government and analytic and analysis technology community, leading to better solutions, and to generate additional support for the Roundtable mission.

The main purpose of this Agreement is to provide basic protections to the Roundtable and its membership. This includes associated intellectual property and proprietary information. This Agreement also briefly outlines the governance structure, which is described further in the Technology & Innovation Roundtable Bylaws (“Bylaws”), and the rights and responsibilities of Roundtable membership.

III. DEFINITIONS

- A. “Member” – Any organization or an Individual person that has executed this Agreement and whose membership in the Roundtable is in good standing. An organization may be represented by more than one Individual.
- B. “Individual” – A person who is either an individual Member or represents an organization Member. All governance functions are performed by, and all governance groups are populated by, Individuals.
- C. “Guest” – Non-members of the Roundtable that have been invited by a person who is either an individual Member or represents an organization Member to attend a Roundtable meeting. Members may invite guests from (i) their own company, or (ii) prospective members. Guests may attend a meeting before applying for membership to the Roundtable. Guests may not attend more than two (2) consecutive meetings without the approval of the Governing Group unless their company is a Roundtable Member.
- D. “Governing Group” – A group of Members who provide strategic counsel, ideas, individual advice, to the Chairperson and help grow and evolve the Roundtable. The Governing Group is populated by Individuals. The Governing Group will only meet as needed.
- E. “Host Organization” - The organization sponsoring the Roundtable. Sponsorship of the Roundtable includes: management of the Roundtable website, basic support for monthly meetings (clerical, organizational, etc.) The Host Organization is responsible for Roundtable communications, meeting process, and protocol. The Host Organization is The MITRE Corporation or its successor-in-interest as determined in accordance with the provisions of this Agreement and the Bylaws.
- F. “Chairperson” – An Individual chosen by the Host Organization to lead the Roundtable. In addition to leading the Roundtable and Governing Group, the Chairperson oversees the Roundtable website, communications, technical content with/for the Host Organization representative, to ensure that all material intended for the website meet the Host Organization’s legal and information release policies.
- G. “Working Group” – A group of Members convened to conduct research and studies in order to address a topic of concern or interest related to the analysis and analytic technology community.
- H. “Effective Date” – The date of a respective Member’s signature on this Agreement.

IV. MEMBERSHIP AND ORGANIZATION

Membership is open to analysis and analytic technology companies (including non-profit organizations or academia) and Individuals that serve the U.S. Government market. These companies may apply for membership to the Roundtable. Membership is granted at the discretion of the Chairperson after consultation with the Governing Group. Execution of this Agreement is required for all Members.

Organizations are entitled to have multiple Individuals represent them in the Roundtable. However, no Member organization may be represented by more than two (2) Individuals on the Governing Group at any one point in time. Membership of the Roundtable shall not exceed thirty-one (31) Members. The total Membership count may be modified by the Chairperson as the representative of the Host Organization.

Members will conduct themselves in a cordial, respectful manner during all Roundtable meetings and activities.

Members may have their company name, company logo, and point of contact information displayed on the Roundtable website. Members are responsible for providing the Host Organization with their company logo and all necessary permissions to use the company name and logo on Roundtable website. Members are also responsible for providing the Host Organization accurate information, including Individual names, contact information, and email addresses.

All Members will act in accordance with this Agreement. Organizations agree to support their Individual representatives in the performance of his/her role in the Roundtable. Organizations further agree that any coordination or approvals among its Individual representatives is the responsibility of the Member organization and not the Roundtable.

The Host Organization will maintain the Roundtable membership list.

Activities of Roundtable Members may include:

- Defining and conducting Roundtable studies and projects.
- Participating in Roundtable meetings.
- Engaging government on topics of Roundtable interest and concern.
- Working to improve government and industry relationships.
- Discussing/reviewing representative materials and content to the Roundtable website.
- Supporting activities that further the Technology & Innovation Roundtable mission and charter.

The Chairperson leads the Governing Group, and as the Host Organization representative, oversees the Roundtable website, communications (website, email lists, notes, documentation, meeting organization, calendar, events), technical content to ensure that all material intended for the website meets the Host Organization's legal and information release policies. The Chairperson accepts the responsibility of conducting organized, orderly, monthly meetings on behalf of the Roundtable. The Chairperson is responsible for organizing the structure of the Roundtable, processes, and assisting the Roundtable to establish protocol. The Host Organization accepts the responsibility of the Roundtable website, logo, and associated and related designs. The Chairperson is charged with the responsibility of working with the Governing Group to maintain and modify this Agreement and Bylaws.

V. MEETINGS

Meetings will be scheduled monthly as determined by the Host Organization, Governing Group, and Members. The Roundtable meets in-person at the Host Organization's offices. Working Groups may meet periodically, as necessary, in-person or telephonically.

VI. WITHDRAWAL OR REMOVAL OF A MEMBER

Members may terminate this Agreement and cease participation in the Roundtable at any time by sending a written notice to the Chairperson. A Member's Agreement may be terminated upon a simple majority of the Governing Group in favor of terminating that Member's Agreement. Such termination shall be in the Governing Group's sole discretion and shall be effective immediately upon such vote. Upon termination of membership in the Roundtable, such terminated Member shall immediately cease use of all Roundtable materials, information, or trademarks and cease participation in all Roundtable meetings, Working Groups, and Governing Group. Obligations of confidentiality shall continue regardless of any termination. The terminated Member's company logo and information will be removed from the Roundtable website.

VII. GENERAL

The Roundtable is formed exclusively as a non-profit entity. Nothing contained in this Agreement and no action taken by an Individual shall be deemed to render the Individual an employee, agent, or representative of the Roundtable, or shall be deemed to create a partnership, joint venture, or syndicate between or among any of the other Members or with the Roundtable. Members are not authorized to bind the Roundtable or its other Members to any contractual obligations. Each Member is solely responsible for his/her actions and omissions, and each organization Member is solely responsible for the actions and omissions of its Individual representatives.

VIII. DECISION-MAKING

Major decisions concerning the Roundtable governance process, changes to this Agreement, or Roundtable activities shall be made by a simple majority of the Governing Group.

IX. INTELLECTUAL PROPERTY

All pre-existing intellectual property, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto, but excluding jointly developed intellectual property, will remain the intellectual property of the contributing party or current holder and no license to any intellectual property is granted or implied unless subject to a separate licensing agreement. Any intellectual property jointly developed, or individually developed by a Member, in the course of participating in the Roundtable and developed in relation to the Roundtable shall be owned by the Member(s) and each Member hereby grants the Members of the Roundtable a perpetual, non-exclusive, non-transferable, fully paid-up, royalty-free license to such intellectual property solely for internal use of the Roundtable. Works created in association with the Roundtable may be further disseminated as determined by the Chairperson in his or her sole discretion.

X. COSTS AND EXPENSES

Members participating in the Roundtable activities and the Roundtable governance functions will bear their own costs and expenses such as travel, employee compensation, and incidental expenses.

XI. CONFIDENTIALITY AND PUBLICITY

All information submitted for inclusion as part of the Roundtable website shall be considered and treated as public and non-confidential. General Information about the Roundtable's mission, and operation of the Roundtable is considered non-confidential. General discussions and information exchanged by Members during meetings and related operation of the Roundtable is considered non-confidential, except all information disclosed or exchanged during any Working Group meeting or Governing Group meeting shall be deemed confidential. Such confidential information shall not be disclosed to any third party and shall be held in the strictest of confidence. Confidential information shall not be used for any purpose other than the purpose for which it was disclosed. Confidential information shall not include (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this Agreement. A Member's obligation to protect confidential information shall survive termination or expiration of this Agreement.

Members shall not use the name of any other Member to generate publicity unless that Member provides prior written authorization.

No Member shall use the Technology & Innovation Roundtable name and/or logo in any manner without the prior approval of the Governing Group. Trademarks, service marks, copyrights, and logos (collectively, “Marks”) created for the Roundtable, registered or otherwise, are the property of MITRE. Use of the term “Technology & Innovation Roundtable” shall be governed by such policies, procedures, and guidelines as may be established and approved by the Governing Group from time to time, and in accordance with applicable law.

The Roundtable shall not engage in any lobbying activities. No Member shall engage in any lobbying activities on behalf of or as a representative of the Roundtable.

XII. LIMITATIONS

A Member’s participation in the Roundtable and a Member’s use/submittal of intellectual property from/to the Roundtable is on an “AS IS” basis, without warranties or conditions of any kind, either express or implied including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. Further, except as arising from a breach of Article XI, “Confidentiality and Publicity”, resulting in direct damages to a Member, no Member shall have any liability for any indirect, incidental, special, exemplary, or consequential damages (including without limitation lost profits, lost sales, lost revenue, or loss of goodwill), however caused and notwithstanding any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of this Agreement or participation in the Roundtable.

XIII. CHANGES

This Agreement may only be modified by a simple majority decision of the Governing Group. Modifications to this Agreement shall be made available to Members on the Roundtable’s website and shall be effective on the “Modification Effective Date”, which is the date thirty (30) days after the date of posting on the website. The Host Organization shall also, not later than thirty (30) days prior to the Modification Effective Date, notify each Member of the changes to this Agreement by electronic mail sent to such Member’s electronic mail as set forth in the signature block of the Member’s Agreement. If a Member does not accept any such modifications, then prior to the Modification Effective Date, the Member may terminate participation in the Roundtable and this Agreement in accordance with Article VI. In the absence of a written notice of termination from a Member, the Roundtable shall deem the modifications have been accepted by the Member as of the Modification Effective Date.

XIV. NOTICES

Any notice or communication (a “Notice”) required or permitted under this Agreement shall be in writing and shall be sent by electronic mail to the address provided below.

If to the Roundtable:

industryroundtable@mitre.org

Or to such other address as determined by the Chairperson.

If to a Member:

At the email address given in the signature block, or as otherwise directed in writing by that Member.

XV. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, without the express prior written unanimous consent of the Governing Group.

By permission of the Governing Group, the Host Organization may transfer its rights and obligations related to the Roundtable to another entity (successor in interest) who will agree to assume all of the rights and responsibilities as set forth in the Bylaws.

XVI. FREEDOM OF ACTION

The Members are committed to fostering open competition and the Roundtable is not intended to hinder such competition in any way. Each Member hereby acknowledges that it and the other Members may be competitors in certain lines of business and/or research and agree to act in a manner which complies in all material aspects with applicable state, federal, and international antitrust laws and regulations. Each Member agrees not to communicate with the other Members in a manner that may violate such laws, which may include communicating with respect to prices, costs, quantity of production levels, or other similar information.

XVII. GENERAL

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. Except with respect to policies, guidelines, and procedures that may be adopted by the Roundtable, this Agreement is the only agreement between each Member and the other Members with respect to the subject matter hereof, and supersedes any other prior agreement. Each Member agrees to comply with all applicable laws, rules, and regulations while participating in the Roundtable. The individual executing this Agreement represents and warrants that he/she has the right and authority to bind the Member and execute this Agreement.

Agreed to and accepted by:

MEMBER:

NAME OF ORGANIZATION

SIGNATURE

NAME

TITLE

EMAIL ADDRESS

DATE

Revision History

DATE	VERSION	DESCRIPTION
11/2016	1.0	Original Agreement
05/11/2017	2.0	<p>Clarifications and corrections made to Articles I, III, IV, IX, XI, XII, signature blocks</p> <p>Revision of logo permissions requirement and Member information - Article IV “Membership and Organization”</p> <p>Addition of notice to Members of changes to Agreement – Article XIII “Changes”</p> <p>Addition of authority to execute – Article XVII “General”</p> <p>Addition of version number - Footer</p>
06/07/2019	3.0	<p>Change of name throughout from Analytic Technology Industry Roundtable to Technology & Innovation Roundtable</p> <p>Update logo and footers</p>