



MEMBERSHIP AGREEMENT

This Agreement is made between the University of North Carolina at Chapel Hill (hereinafter called "UNIVERSITY"), on behalf of its Renaissance Computing Institute ("RENCI"), and **< insert organization name and address >** (hereinafter called ORGANIZATION).

WHEREAS, the University of North Carolina at Chapel Hill has established the National Consortium for Data Science (the "Consortium") to engage a broad community of data science experts to identify and address our most pressing data science challenges, to facilitate frequent, close interchange among data scientists and businesses, governments, and researchers in data-intensive domains, to coordinate data science research priorities, and to facilitate the development of data science education programs, and the Member is willing to support and participate in the Consortium, along with other Members; and

WHEREAS, the Consortium will apply its expertise and resources to data challenges in broad fields, including but not limited to clinical genomics, social and populations studies, water and climate sciences, material sciences and the Industrial Internet; and

WHEREAS, the Member wishes to participate in the Consortium to further its data science programs, to promote the development of a national data science strategy, and to access the planned NCDS data infrastructure, and for other purposes, which are more fully set forth in the Consortium Bylaws or Interim Consortium Bylaws (in either case, referred to for purposes of this Agreement as the "Consortium Bylaws"); and

WHEREAS, the Member's participation in the Consortium and cooperation with UNIVERSITY/RENCI under this Agreement will further the 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 the UNIVERSITY and the other Consortium Members in accordance with the Consortium Bylaws, which are attached hereto and incorporated herein by reference, and as may be amended from time to time.
2. The ORGANIZATION agrees to join the Consortium as a **<insert membership type here>** Member and pay the annual membership fee in accordance with

the Consortium Bylaws unless terminated in accordance with the clause below, in support of the CONSORTIUM, thereby becoming a member of the CONSORTIUM ("MEMBER"), entitled to the privileges spelled out in the Consortium Bylaws. The fee above shall remain fixed for one year. After that date annual fees may be changed in accordance with the bylaws and by amendment to this agreement.

3. 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 of the anniversary date of membership. Invoices will be due and payable in lump sum thirty (30) days after the ORGANIZATION's receipt thereof. Check should be made payable to The University of North Carolina, and mailed to Ms. Beth Crutchfield, Renaissance Computing Institute, 100 Europa Drive, Suite 540, Chapel Hill, NC 27517.
4. Membership in the CONSORTIUM shall become effective upon the first payment of fees by the ORGANIZATION.
5. 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 the membership fees, provided that any fees already paid by the ORGANIZATION shall not be refunded regardless of the effective date of termination.
6. UNIVERSITY may terminate a 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 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.
7. The organization and operation of CONSORTIUM will be as specified by the Consortium Bylaws.
8. 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.
9. 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.

10. This Agreement, together with the Consortium Bylaws, which is appended hereto, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or written regarding this matter. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

ORGANIZATION's membership effective date (*see section 4 above*): _____

Authorized Representative of the ORGANIZATION

Name:

Address:

Phone:

Email:

Signature:

Date:

Authorized Representative of the UNIVERSITY

Name:

Address:

Phone:

Email:

Signature:

Date: