

## **Membership Agreement Guide**

1. Have an authorized representative of your organization sign the Membership Agreement (below); then submit it to [admin@irods.org](mailto:admin@irods.org).
2. The Consortium will review the signed agreement. You will receive notification once the Consortium's review is complete and a decision has been made.
3. If the agreement is accepted, the Consortium Budget Office will submit an invoice for membership fees to the address on the agreement.
4. Upon receipt of payment, you will be notified of your membership in the Consortium.
5. The Consortium will collect contact information for your Consortium representatives and set up accounts for their access to Consortium resources.
6. Once accounts are established, you will be sent account information and permitted to access Consortium documents.



## MEMBERSHIP AGREEMENT

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

**WHEREAS**, the University of North Carolina at Chapel Hill has established the iRODS Consortium (the "Consortium") to provide long-term development and sustainability for the iRODS data middleware technology, 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**, iRODS is a data middleware technology developed by an open-source community; 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, and iRODS Consortium Membership Benefits Table (collectively referred to as the "Consortium Program"); and

**WHEREAS**, the ORGANIZATION's participation in the Consortium and cooperation with UNC/RENCI 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 at UNIVERSITY, in accordance with the Consortium Program.
2. The ORGANIZATION agrees to join the Consortium as a *<insert membership level here>* Member and pay the annual membership fee in accordance with the Consortium Program, thereby becoming a CONSORTIUM MEMBER, entitled to the privileges spelled out in the Consortium Program. The fee above shall remain fixed for one year. Membership fees for subsequent years may change, in accordance with the Consortium Program 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 the anniversary date of membership. Invoices will be due and payable in lump sum sixty (60) 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 any additional membership fees; no fees already paid by the ORGANIZATION shall be refunded, regardless of the effective date of termination.
6. 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.
7. The organization and operation of the CONSORTIUM will be as specified by the Consortium Program.
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. Any dispute under this Agreement shall be litigated in courts located in the State of North Carolina.
10. 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. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

**Authorized Representative of the ORGANIZATION**

Name:

Address:

Phone:

Email:

Signature:

Date:

**Authorized Representative of the UNIVERSITY**

Name:

Address:

Phone:

Email:

Signature:

Date: