

MEMBERSHIP AGREEMENT

TEXAS A&M ENGINEERING EXPERIMENT STATION CENTER FOR ROBOT-ASSISTED SEARCH AND RESCUE

This **MEMBERSHIP AGREEMENT** is between the TEXAS A&M ENGINEERING EXPERIMENT STATION, a member of The Texas A&M University System and an agency of the State of Texas, having a place of business at 1470 William D. Fitch Parkway, College Station, TX 77845-4645, hereinafter referred to as "TEES", and _____ a _____, duly organized and validly existing under the laws of the State of _____, having a place of business at _____, hereinafter referred to as "Member".

1. NARRATIVE

- 1.1. The Center for Robot-Assisted Search and Rescue (CRASAR) was established by The Texas A&M University System to improve disaster preparedness, prevention, response, and recovery through the development and adoption of robots and related technologies.
- 1.2. To further its mission, CRASAR has created a formal program, Roboticists Without Borders, to insert the most promising and proven of these new technologies into response exercises and actual disasters worldwide. Universities, industry, and private individuals and CRASAR can forward the understanding of robots for search and rescue, identification of research and development issues, and accelerate hardening of the technology and adoption by response professionals.

2. PREMISES

- 2.1. Universities, industry, and private individuals have equipment and expertise in the field robotics and related technologies that may be of benefit to emergency response, especially search and rescue.
- 2.2. By joining together in the "Roboticists Without Borders Program," the most promising and proven new technologies can be inserted into response exercises and actual disasters worldwide to (i) advance the understanding of using robots for search and rescue, (ii) identify research and development issues, and (iii) accelerate hardening of the technology and the acceptance of such technology by response professionals.

3. DEFINITIONS

- 3.1. "Affiliate" means any company, corporation, or business in which MEMBER owns or controls at least fifty percent (50%) of the voting stock or other ownership.
- 3.2. "Hot Zone" means the disaster area, either natural or man-made, as defined by the designated incident commander.
- 3.3. "Warm Zone" means the restricted access area surrounding the Hot Zone. Normally the area designated by the incident commander for staging personnel and resources into the Hot Zone.
- 3.4. "Confidential Information" means information that is confidential and in which the parties may have vested valuable proprietary interests. Confidential Information shall be marked "Confidential" in writing. If confidential information is communicated orally, the delivering Party shall clearly advise representatives of the

other Party as to which portions of the oral communication are considered confidential and shall document the communication in a written summary within ten business days.

3.5. “Deployment Team” means the group of individuals selected and invited by CRASAR to accompany CRASAR into a Hot Zone to perform a specified mission.

3.6. “CRASAR Equipment Cache” means equipment held by CRASAR in readiness for response to a deployment into a Hot Zone. Such equipment may be either owned by CRASAR or on loan from a Member. Because of its availability, this cache represents the equipment most likely to be used during a deployment.

3.7. “Disaster City®” means the mock community featuring full-scale, collapsible structures designed to simulate various levels of disaster. Disaster City is maintained and operated by the Texas Engineering Extension Service (TEEX).

(<http://teexweb.tamu.edu/teex.cfm?pageid=USARprog&area=USAR&templateid=1117>)

3.8. “Requesting Agency” means any agency or entity authorized to request the assistance of response teams in the event of a natural or man-made disaster.

4. MEMBERSHIP

4.1. *Eligibility* - Any corporation, company, partnership, or any other legally recognized business entity, or any agency, or government organization duly authorized by the United States Government or the government of any State may request to become a Member of Robotists Without Borders. The decision whether to accept a request to become a Member shall be in the sole discretion of TEES.

4.2. *Member Type* – Indicate below the type of membership being requested:

- Equipment Provider – A Member who loans equipment to the program agrees to provide the maintenance necessary to keep their equipment at a 4-hour readiness level and agrees to provide 1-3 CRASAR personnel with the training necessary to understand when/how to deploy it and to assist with its deployment. Member also agrees to execute an Equipment Loan Agreement, “Exhibit B”.
- Provider of Equipment & Trained Operator(s) – In addition to the requirements of an Equipment Provider, Members who are also providing trained operator(s) agree to obtain requisite CRASAR training. The specific training is in continuous evolution but for the purposes of estimating effort shall be assumed to consist of on-line courses and an annual 2-3 day combination introductory course and field robotics exercise.
- Funding Provider – Member status granted to an organization providing funding support for research and development, deployments and/or Member training. The funded amount shall be at least \$3,000.00 and shall be provided under a separate agreement with TEES.

4.3. *Member Training* - All required training must be completed prior to a Member’s participation in a deployment into a Hot Zone. The anticipated venue for training will be Disaster City®, however, it may take place at the Member’s site or another location.

4.4. *Term* – Membership will begin upon execution of this Agreement by TEES and Member and will continue for two years unless otherwise terminated in accordance with Section 11.

5. MEMBER BENEFITS

- 5.1. Members and their equipment will be identified in CRASAR's documents and webpages which, upon request and consent of the Member, will provide links to Member's webpage(s) and Member's contact information. Linked Member webpages may not include content inconsistent with the mission and policies of TEES and may not imply CRASAR or TEES endorsement of Member's products or services. TEES reserves sole discretion to remove any link to a Member webpage.
- 5.2. Member is allowed to publicly use the CRASAR name and logo in accordance with Section 9.
- 5.2. CRASAR will use its best efforts to demonstrate equipment on loan from Members during exercises and, as available, distribute Member's materials to visitors.
- 5.3. Members will be given the opportunity to preview all papers, videos, and reports produced by CRASAR from exercises and deployments.
- 5.4. The CRASAR Director will provide a Members-only outbrief of all exercises and deployments and, upon request, provide confidential feedback to Members concerning the performance of any of their IP-sensitive technologies.
- 5.5. CRASAR will provide a regular newsletter intended to promote networking between members and identify possible research and funding opportunities.

6 Deployments

- 6.1. CRASAR's participation in deployments is by formal invitation from a Requesting Agency.
- 6.2. All requests for deployment will be received and evaluated by CRASAR's Director according to CRASAR's governance and advisory structure. If the request is accepted by the Director, the Director will determine the appropriate mix of technologies, personnel, and logistics that will compose the Deployment Team and invitation(s) to participate will be sent to the selected Members. Invitation of a Member shall at the sole discretion of the Director.
- 6.3. The Director or a designate will be the Team Leader and all members of the Deployment Team will report to the Team Leader and work under the Team Leader's direction. The Team Leader will be the primary contact with the Requesting Agency and incident commander.
- 6.4. Deployment logistics (and Requesting Agency resources) dictate that a Deployment Team consist of the smallest number of people possessing the competency, technology and field experience necessary to carry out the mission of the deployment.
- 6.5. The Team Leader will make every reasonable effort to include Members and their technologies in the Deployment Team entering into a Hot Zone, however, Members understand that in some cases they be required to remain in the Warm Zone. The Team Leader's decisions in these matters are final and non-negotiable. Member shall follow the instructions of the Team Leader and the Team Leader may remove Member from any deployment in Team Leader's sole discretion.

- 6.6 Unless the Requesting Agency is able to provide reimbursement, Members are responsible for any expenses they incur in association with a deployment, including the costs of transporting Member equipment.

7 CONFIDENTIAL INFORMATION

- 7.1 It is contemplated that one party (“Discloser”) may be disclosing certain confidential and/or proprietary information to the other party (“Recipient”) unknown to the general public.
- 7.2 Confidential Information shall not be afforded the protection of this Agreement if such Confidential Information:
- a. has been, is now, or later becomes publicly available through no fault of Recipient;
 - b. has been, is now, or later becomes rightfully learned by Recipient from a third Party who is not under restriction or duty imposed by Discloser;
 - c. has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
 - d. was known to Recipient prior to the date it received such Confidential Information from Discloser; or,
 - e. has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records;
 - f. that must be disclosed pursuant to law or court order, including Texas Government Code Chapter 552, provided the Receiver shall, whenever practicable, promptly notify Discloser.
- 7.3 Recipient agrees to use the same degree of care to protect the confidentiality of all Confidential Information it receives as it uses to protect its own confidential and proprietary information which it does not wish to have published or disseminated. However, in no event shall Recipient use less than a reasonable degree of care to protect the Confidential Information received from Discloser.
- 7.4 If Recipient is under a legal obligation to disclose Confidential Information received under this Agreement, Recipient will use reasonable efforts to promptly provide notice to Discloser, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Texas, will cooperate with Discloser to protect Confidential Information.
- 7.5 All Confidential Information disclosed under this Agreement shall remain the property of Discloser. At Discloser’s request, all Confidential Information received by Recipient in tangible form shall be promptly returned or destroyed. Nothing in this Article shall be construed as granting a license to any patent or copyright. The disclosure of Confidential Information shall likewise not be construed as any representation, warranty, assurance, or inducement by either Party with respect to infringement of any patent or other proprietary right.

8 LIABILITY

- 8.1 Participation in CRASAR activities is at the Member’s own risk and without expectation of fiscal reimbursement.

- 8.2 Member is fully aware that there are inherent risks involved with CRASAR's activities and chooses to voluntarily participate in these activities with full knowledge that these activities may be hazardous to Member, its personnel, and property, and to the person and property of others.
- 8.3 **Member waives all claims against TEES, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, servants, agents, volunteers, or employees (collectively, the "TAMUS Parties") for compensation for any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorneys' fees and expenses occurring as a consequence of Member's participation under this Agreement, except those caused by the willful misconduct or gross negligence of the TAMUS Parties.**
- 8.4 **Member shall indemnify and hold harmless the TAMUS Parties from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorneys' fees and expenses, occurring as a consequence of Member's participation under this Agreement, except those caused by the willful misconduct or gross negligence of the TAMUS Parties.**
- 8.5 CRASAR is not responsible for damage to equipment during a deployment, field exercise, or through normal wear and tear while on loan.
- 8.6 The Deployment Team operates under the direction of the Requesting Agency and follows their safety procedures.

9 USE OF CRASAR MARKS

- 9.1 "CRASAR Marks" means the trademarks and/or service marks appearing in Exhibit A.
- 9.2 Subject to the terms of this Agreement, TEES grants Member a nonexclusive, non-transferrable, royalty-free license to use the CRASAR Marks on web pages, in presentations, and on handouts to show affiliations.
- 9.3 Member may use the CRASAR Marks only as they appear in Exhibit A. Member shall obtain TEES's advance written approval for use of the CRASAR Marks in a format other than that specified in Exhibit A or in a variation of the format specified in Exhibit A except for changes in size. Every use of the CRASAR Marks by Member shall incorporate in an appropriate manner the trademark notice ("™" or "®") designated in Exhibit A.
- 9.4 Member may not at any time:
- 9.4.1 Use any colorable imitation of the CRASAR Marks, or any variant form (including variant design forms, logos, colors, or type styles/fonts) of the CRASAR Marks not specifically approved;
 - 9.4.2 Misuse the CRASAR Marks;
 - 9.4.3 Take any action that would bring the CRASAR Marks into public disrepute;
 - 9.4.4 Use the CRASAR Marks, or any confusingly similar mark or name, as a corporate or trade name; or

9.4.5 Take any action that would tend to destroy or diminish TEES's goodwill in the CRASAR Marks.

- 9.5 Member shall ensure that the nature and quality of all materials distributed or displayed by Member which bear the CRASAR Marks conform to the standards set by TEES. These standards must be reasonable, and must be at least equal in quality to the materials distributed or displayed by Member at the commencement of this Agreement. Member shall, upon TEES's reasonable request, supply samples to TEES of any materials distributed or displayed by Member which bear the CRASAR Marks.
- 9.6 Member may not at any time do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of TEES's rights in the CRASAR Marks or any registrations derived from those rights.
- 9.7 TEES has, retains, and may exercise, both during and after the term of this Agreement, all rights and remedies available to TEES, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Member's breach of this Agreement, misuse of the CRASAR Marks, or any other use of the CRASAR Marks by Member which is not expressly permitted by this Agreement.
- 9.8 Except as specifically provided in this Agreement, Member may not use the names or any adaptation of the names of CRASAR, TEES, The Texas A&M University System, or any of its employees in any way except in factual statements that, in context, are not misleading or imply an endorsement by CRASAR, TEES, The Texas A&M University System, or any of its employees of Member or any other party, product, or process.
- 9.9 **Member shall at all times during and after the term of this Agreement indemnify, defend, and hold harmless the TAMUS Parties against any claim, proceeding, demand, liability, or expense resulting from Member's use of the CRASAR Marks or arising from any obligation of Member under this Section 9.**

10 PUBLICITY AND DISSEMINATION OF DATA

- 10.1 *Nominal* - During the term of membership, CRASAR will publicly identify the Member and any equipment provided in CRASAR's documents and webpages and provide links to member's webpage(s) and contact information. A Member can publicly use the CRASAR name and logo in its documents, webpages, press releases, presentations, and other types of materials as well as videos, images, and data in accordance with the provisions of section 9 above.

CRASAR is frequently invited to demonstrate technology to response agencies visiting Disaster City®. Demonstrations will focus on equipment on physical loan to CRASAR and Member's materials will be distributed to the visitors.

- 10.2 *During Deployments* - All publicity, blogs, etc., concerning a deployment and public release of data, video, imagery, etc. will be coordinated through CRASAR and the Requesting Agency's Public Information Officer and must be approved by the Team Leader or Director. The Team Leader or Director will work to establish as quickly as possible a CRASAR Public Information Plan for the deployment, including post-event documentaries. In general, independent documentary crews are not allowed on-site or in the Warm Zone; instead the public information plan will include recording of contextual

information to supplement the scientific data for later use. The Requesting Agency will often have preferred times and venues for interviews, press access, and will expect any media interactions to be through those mechanisms. Failure to adhere to the publicity policy concerning a deployment will lead to immediate termination of membership, as public release of materials, unauthorized interviews or unauthorized posting of information or logos is the greatest source of tension between agencies and volunteers. The Requesting Agency and all participating Members will have copies of all imagery collected.

- 10.3 *Post Deployment* – As part of its mission to accelerate adoption of rescue robotics, CRASAR will actively seek to educate the Public and the emergency response community on the deployment through the judicious use of the Media, as well as the scientific community through traditional publications.

Post-deployment publicity and media interactions by members will follow the final CRASAR Public Information Plan which specifies what imagery/data cannot be released to the public due to privacy, legal, or security sensitivities and any permissions that must be obtained. All video and imagery released to the public or used in member presentations, websites, etc., must carry the CRASAR watermark. All post-event publicity should be reported to CRASAR so that it can put on the website.

11 POINTS OF CONTACT

- 11.1 The technical points of contact for this Agreement are as follows:

For CRASAR:

Robin R. Murphy, Ph.D.
H.R. Bright, Room 333
3112 TAMU
College Station, TX 77843-3112
Ph: 979/845-1420
murphy@cs.tamu.edu

For Member:

12 EARLY TERMINATION

- 12.1 This Agreement may be terminated upon:

12.1.1 Thirty-days notice of the terminating party to other party.

12.1.2 Member's failure to maintain the terms of eligibility as stated in Section 4.1.

13 GENERAL PROVISIONS

- 13.1 TEES is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Member that Member will not export data or commodities to certain countries without advance approval of that agency. TEES neither represents that a license will not be required nor that, if required, it will be issued. Member shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations.

- 13.2 This Agreement contains the entire understanding of the parties as to the matters contained in this Agreement, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.
- 13.3 The laws of the State of Texas govern and determine the validity of this Agreement and all matters related to this Agreement, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction.
- 13.4 This Agreement does not create a partnership or joint venture between TEES and Member. Member has no right to obligate or bind TEES in any manner.
- 13.5 Each of the provisions of this Agreement is severable. If any provision of this Agreement is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
- 13.6 Headings are included for convenience only and will not be used to construe this Agreement.
- 13.7 If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, the parties shall negotiate in good faith a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the parties. All other provisions of this Agreement will remain in full force and effect in that jurisdiction and will be construed in order to carry out the intentions of the parties as nearly as may be possible. The invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provisions in any other jurisdiction, so long as the essential essence of the Agreement remains enforceable.
- 13.8 Neither party will waive any of its rights under this Agreement unless the waiver is in writing and signed by that party. No delay or omission of a party in exercising or enforcing a right or remedy under the Agreement will waive that right or remedy.

The undersigned Parties bind themselves to the faithful performance of this Agreement.

TEXAS A&M ENGINEERING EXPERIMENT
STATION

MEMBER

Signature: _____
By: _____
Title: _____
Date: _____

Signature: _____
By: _____
Title: _____
Date: _____

Exhibit A: CRASAR Marks

CRASAR®

[Insert CRASAR globe logo here]

EXHIBIT B
EQUIPMENT LOAN AGREEMENT
BETWEEN THE
TEXAS A&M ENGINEERING EXPERIMENT STATION
AND

THIS EQUIPMENT LOAN AGREEMENT ("Agreement") is between the TEXAS A&M ENGINEERING EXPERIMENT STATION, a member of The Texas A&M University System and an agency of the State of Texas, having a place of business at 1470 William D. Fitch Parkway, College Station, Texas 77845-4645, hereinafter referred to as "TEES", and _____, a _____ duly organized and validly existing under the laws of the State of _____, having a place of business at _____, hereinafter referred to as "MEMBER", each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

I. AGREEMENT FOR OPERATION, USE AND ACCESS:

This Agreement is being executed by the Parties in compliance with the requirements of the "Membership Agreement" between the Parties dated _____ .

During the term of this Agreement, and subject to the provisions contained herein, MEMBER loans to TEES for its use equipment as described on Attachment A hereto (the "Equipment"). TEES' use of the Equipment is limited to the purpose and activities described in the Membership Agreement.

This Agreement shall have an initial term of ___ through ___ and will be subject to renewal only by mutual written agreement of the Parties.

II. TEES OBLIGATIONS REGARDING OPERATION, USE AND ACCESS:

TEES agrees:

1. To restrict operation and use of the Equipment and access to TEES employees and those authorized by TEES;
2. To permit no copying, reproduction of, Reverse Engineering of, or tampering with any part of the Equipment (except that any accompanying documentation may be copied for internal use);
3. To use the Equipment in accordance with the terms of the Membership Agreement between the two Parties.
4. At the conclusion of this or any subsequent agreements for the Equipment, return the Equipment to MEMBER. All costs associated with returning Equipment shall be borne by the MEMBER.
5. To not use or operate or permit the Equipment to be used or operated in violation of any local, state or federal law, ordinance or regulation including, but not limited to, any environmental laws or regulations governing the handling of hazardous, toxic dangerous or illegal materials or substances.

6. To keep the Equipment free and clear of all levies, liens, security interests, and encumbrances, and to pay all fees, assessments, charges, and taxes, including sales taxes, and other municipal, state and federal taxes, which now or hereafter may be imposed upon the ownership, leasing, renting, sale, possession, or use of the Equipment.

III. SERVICE TERMS AND CONDITIONS:

MEMBER will maintain equipment in accordance with the term of the Membership Agreement.

IV. GENERAL:

No title to the Equipment or any part thereof is being conveyed to TEES.

Any waiver, amendment or modification of any of the provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought.

This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations and/or agreements among the Parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.

Neither this Agreement nor any rights granted hereunder shall be assigned by TEES without prior written approval from MEMBER.

This Agreement constitutes the entire agreement between the Parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both Parties. This Agreement is performable in Brazos County, Texas, and shall be construed in accordance with the laws of the State of Texas. TEES is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of TEES to claim any exemptions, privileges and immunities as may be provided by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

MEMBER

TEXAS A&M ENGINEERING EXPERIMENT
STATION

Name:

Title:

Date:

Date: