

# SENIOR HEALTHCARE INNOVATION CONSORTIUM (SHIC)

## CONSORTIUM MEMBERSHIP AGREEMENT

**Background.** Senior Healthcare Innovation Consortium (SHIC) is organized and administered as a non-profit corporation in the state of North Dakota. Subject to the provisions of the SHIC Articles of Incorporation and Bylaws, the business and affairs of the corporation shall be managed by the SHIC Board of Directors. The SHIC has engaged Advanced Technology International (ATI) as its Consortium Management Firm (CMF). ATI will support the consortium in business development efforts with the intent of securing funding and awards in order for SHIC Members to perform work in the area of Senior Healthcare as well as providing operational support of the SHIC to include contract, program, and financial management of any resulting prime award for the Consortium.

**Objectives.** Membership in Senior Healthcare Innovation Consortium (SHIC) is open to all companies, innovators, research institutions and academic institutions conducting research and prototype development in the broad area of improving senior population health, public safety, and reduce societal costs associated with the aging population in the United States ("Senior Healthcare"). There are currently no membership dues, but the Consortium reserves the right to implement dues or other payments at a later date to cover consortium expenses. Members may terminate membership at any time by written notice to the CMF. Membership may be terminated upon written notice to a Member for failure to comply with the Member Obligations contained herein. The relationship of the Members established by this Consortium Membership Agreement is that of independent contractors. Nothing contained herein shall be construed to (i) give any of the Members hereto the power to direct or control the day-to-day activities of another Member hereto, (ii) constitute the Members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Members hereto to create, discharge or assume any obligation on behalf of another Member hereto for any purpose whatsoever. Each Member retains the right to engage in independent research and activities that may compete with, or be contrary to, the goals of the Consortium.

**Consortium Obligations.** SHIC together with its CMF shall administer the affairs of the Consortium and is responsible for fulfilling the following obligations:

- Engage in business-development activity to seek opportunities with Federal, State, local and private entities for Consortium Members to conduct research, prototype development and follow-on activities that support the mission of Federal, State and local agencies related to Senior Healthcare. These activities may require updates to this Agreement or the formation of sub-memberships in specific problem/solution domains. Should sub-memberships be required, each existing Member, which satisfies eligibility criteria, automatically will become a sub-member in any sub-memberships that are formed, but may decline sub-membership;
- Promote collaboration with Government customers and other Members related to Senior Healthcare, to include potential prototype development projects. Provide customer support for Members throughout the lifecycle of the prototype development process (training, guidance and process facilitation of the solicitation, award, project execution phases);
- When appropriate file with the U.S. Attorney General and the Federal Trade Commission changes in membership in accordance with the provisions of the National Cooperative Research Act of 1993;
- Manage the finances of the Consortium; and
- Host periodic collaborative, membership meetings.

**Member Obligations.** The Parties agree that Members has the following obligations:

- Not be barred or suspended from contracting with or receiving funds from the U.S. Government;
- For Non U.S. companies, membership eligibility will be decided on case-by-case basis. Foreign instrumentalities that are substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government will not be eligible for membership unless directed by the Government.
- Clearly demonstrate in their membership application that they are capable of making a contribution in the Consortium areas of Senior Health and other relevant subject, technology, and capability domains as may be required in order to fully support the needs of the U.S. Government or other State and Local funding sponsors;
- Contribute their respective talents and resources to the Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- Adhere to the following SHIC policy of non-solicitation: In order to ensure confidence, privacy and promote collaboration/teaming and an open exchange of information to be enjoyed by all Members, the SHIC maintains a policy of non-solicitation of fellow Members. Overt solicitation, misuse of the member directory for business development or marketing, or sharing of member information with non-members without the prior approval of the consortium is strictly prohibited. Violations are subject to immediate termination of membership, without refund, and loss of all rights and privileges.
- Be current (no greater than 60 days past due) on membership dues or other payments should they be implemented;
- Not transfer membership to any third party;
- If/when DoD information marked export controlled is shared with Members, maintain an active Military Critical Technical Data Agreement (Form DD 2345) certification with the U.S./Canada Joint Certification Office, Defense Logistics Information Service;
- Comply with all applicable export control laws and regulations of the United States, including the Arms Export Control Act ("AECA"), the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), and other U.S. Government directives related to export control; and
- Comply with all applicable U.S. antitrust laws.