



Massachusetts Institute of Technology

SLOAN SCHOOL OF MANAGEMENT

MEMBERSHIP AGREEMENT

**Cybersecurity at MIT Sloan (CAMS)-
(Formerly The Interdisciplinary Consortium for Improving Critical
Infrastructure Cybersecurity, (IC)³)**

MEMBER (“Member”): _____

This Agreement (“Agreement”) is entered into between “Member” and the Massachusetts Institute of Technology (“MIT”), a non-profit Massachusetts tax-exempt educational corporation, with an address of 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 (“MIT”), on behalf of the MIT Sloan School of Management (“MIT Sloan”), a division of MIT, in connection with the Member’s contribution in support of the educational and outreach activities of Cybersecurity at MIT Sloan (“CAMS”), formerly known as the Interdisciplinary Consortium for Improving Critical Infrastructure Cybersecurity, (IC)³.

The terms of this agreement are as follows:

1. **EFFECTIVE DATE:** The “Effective Date” will be the date that this agreement is signed below by the Member.
2. **PURPOSE:** Cybersecurity at MIT Sloan (CAMS), is a part of and is based in the MIT Sloan School of Management in collaboration with other parts of MIT, intends to address the important need to improve the cybersecurity of the nation’s critical infrastructure through an interdisciplinary approach that brings together thought leaders from industry and government with MIT faculty, staff, and students, conducting investigations in multiple relevant areas, and includes various types of events, meetings, workshops, conferences, and educational activities.

By this Agreement, CAMS aims to build a relationships with its Members. It is recognized that the strength of the relationship between MIT and the Member will depend on the efforts that both put into developing and maintaining the relationship. CAMS intends to become a unique opportunity for its Members, providing a window into relevant work at MIT. Funds provided under this Agreement, together with MIT resources and other MIT Member funds, will support the educational and outreach activities supervised by MIT faculty.

3. **MEMBERSHIP FEE:** The funds will be used by MIT at the discretion of the Directors of CAMS for the direct and indirect costs of efforts with broad significance to improving critical infrastructure and general cybersecurity.
4. **BENEFITS TO MEMBERS:** To help foster and maintain a strong relationship between Member and CAMS, the following are examples of benefits that will be made available to Member:
 - Listing in MIT CAMS publications and the MIT CAMS website as a Member of Cybersecurity at MIT Sloan.
 - Participation in meetings in which students, faculty, and staff present their early findings, as well as receiving copies of CAMS work in progress reports, and opportunity to provide feedback regarding the relationship to industrial and national needs.
 - Possibility to participate in student projects, case studies, and field studies.
 - Admittance for 3 participants to CAMS Member Only workshops and conferences.
 - Access to the Members Only page of the CAMS website (including published conference materials).

Partner Members:

- All of the benefits listed above for Members plus

- Additional seats at CAMS workshops and conferences.
- Participation in CAMS research projects of mutual interest.
- Participation in special CAMS limited attendance round table discussions.
- Ability to attend meetings of the Cybersecurity@CSAIL initiative at MIT

Patron Members:

- All of the benefits listed above for Partner Members plus
 - Invitation to participate on the CAMS Advisory Board
 - Specified faculty contact, with quarterly consultations

5. **ADDITIONAL OPPORTUNITIES AVAILABLE TO MEMBER:** In addition to this Agreement, other agreements may be executed between the Member and MIT. The Member acknowledges that MIT also enters into agreements with other public and private entities, including agreements for separate sponsored research projects.

6. **TERM AND TERMINATION OF AGREEMENT:** The terms of this Membership Agreement will auto-renew at the end of the Member's Term based on the membership option selected in section 13, unless MIT receives written notification of non-renewal at least 30 days prior to the then current termination/renewal date. MIT may terminate this Agreement by providing a written notice of termination if circumstances beyond MIT's reasonable control preclude continuation of this Agreement.

7. **INTELLECTUAL PROPERTY:** MIT shall have sole title to any invention conceived or first reduced to practice solely by employees and/or students of MIT hereunder or with significant use of funds or facilities administered by MIT, and MIT shall have sole title and the copyright in any copyrightable material first produced or composed by MIT personnel or with significant use of MIT administered funds or facilities. For any MIT-owned copyrights or copyrightable material to which the Member is afforded access, the Member is hereby granted an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials only for the Member's internal purposes.

8. **USE OF NAME:** Neither MIT nor Member will make any use whatever of the name, logo, or trademark of the other in any promotional material or other public announcement or disclosure without the written permission of the other (which, in the case of MIT, must be provided by the MIT Technology Licensing Office), provided, however, that in its discretion, MIT may acknowledge the Member on CAMS's web site, brochures, and reports.

9. **NOTICES:** Any notices given under this Agreement must be in writing and be addressed to the parties at the addresses shown at the bottom. Notices must be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and will be deemed to have been given or made as of the date received.

10. **GOVERNING LAW:** The validity and interpretation of this Agreement and the legal relationship of the Parties to it shall be governed by the laws of the Commonwealth of Massachusetts

11. **AMENDMENTS:** Any amendment to this Agreement must be in writing and signed by duly authorized representatives of MIT and the Member.

12. **TAXES:** In the event that the Membership Fee is subject to any levy or tax, including, but not limited to withholding tax, income tax, service tax, sales tax or VAT, by local, regional or federal government authorities in Member's home country, Member shall (1) pay to the applicable tax authorities, whether on its own or MIT's behalf, such amount of levy or tax and, if applicable, penalties and interest, as will result in MIT receiving the full amount of the Fee and (2) provide MIT with a copy of the withholding tax certificate or other tax filing documentation evidencing payment was made promptly following payment of the levy or tax.

13. MEMBERSHIP LEVEL:

Please check one option below:

- One Year Member:** The term of Membership will be one year, at \$45,000 (USD), effective on the “Effective Date”, payable within thirty (30) days of the Effective Date.
- Three Year Member:** The term of Membership will be three years, at \$35,000 (USD) per year, effective on the “Effective Date”, payable annually within thirty (30) days of the Effective Date in year one, and within thirty (30) days of the anniversary of the Effective Date in years two and three.
- Partner Member:** The term of Membership will be three years at \$120,000 (USD) per year, effective on the “Effective Date”, payable in full (\$120,000) within thirty (30) days of the Effective Date. [Can be term of one year in the first year only.]
- Patron Member:** The term of Membership will be three years at \$450,000 (USD) per year, effective on the “Effective Date”, payable in full (\$450,000) within thirty (30) days of the Effective Date. [Can be term of one year in the first year only.]

If this meets with your approval, please provide your signature below so that we can complete the processing of your Membership. We very much look forward to your organization becoming a valuable part of the MIT Sloan CAMS community.

Sincerely,

Prof. Stuart Madnick
Head, Cybersecurity at MIT Sloan (Formerly (IC)³)
smadnick@mit.edu or 617-253-6671

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

MEMBER

By _____
Print Name _____
Title _____
Date _____

By _____
Print Name _____
Title _____
Date _____

Address for Notices and Invoices:

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

MEMBER

Email: ebaum@mit.edu
Phone: 617-253-5617
Name: Ellen Baum
Address: One Charles Park, EE20-449
Cambridge, MA 02142

Email: _____
Phone: _____
Name: _____
Address: _____