

## **ENTERPRISE MEMBERSHIP AGREEMENT**

### **Center for Advancing Business through Information Technology**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, ("Effective Date") by and between the Center for Advancing Business through Information Technology for and on behalf of the Arizona state University (hereinafter called "UNIVERSITY") and \_\_\_\_\_ (hereinafter called "COMPANY"). The UNIVERSITY is an educational institution organized under the laws of the State of Arizona and administered by the Arizona Board of Regents (herein after called "REGENTS").

A. The parties to this Agreement intend to join together in a cooperative effort to support a Research Center for Research and Education in Advancing Business through Information Technology (hereinafter called "CENTER") at the UNIVERSITY to establish and maintain a mechanism whereby the UNIVERSITY environment will be used to develop a collaborative environment for networking and sharing of research results from projects conducted under the auspices of CABIT;

B. The collaboration will include aspects of advancing business through information technology with an emphasis on teaching and a cooperative research program;

C. CENTER will be operated by certain designated faculty, staff and students at the UNIVERSITY. CENTER will be supported jointly by private sector entities, the State of Arizona, and the UNIVERSITY. Member fees will be used for support of the direct and indirect costs of CENTER, including certain designated research projects

D. The Center will strengthen the UNIVERSITY'S research and teaching capabilities in Information Management;

#### **AGREEMENT:**

1. The CENTER shall be operated by the UNIVERSITY under the leadership of the Director, Dr. Ajay Vinze. Any successor directors shall be appointed in accordance with CENTER by-laws.

2. Any United States corporation, or any Federal research and development organization, or any government-owned contractor operated laboratory is eligible to become, with the approval of the CENTER Director, and a member of the CENTER, consistent with applicable state and federal laws and statutes.

3. Membership: A COMPANY agrees to contribute a minimum of \$10,000 (or such future amount that the CENTER and member companies may determine for subsequent annual terms pursuant to the by-laws) in cash annually in support of the CENTER and

thereby becomes an ENTERPRISE MEMBER.

Checks for payment of these dues shall be made payable to Arizona State University Foundation, a not-for-profit entity organized under the laws of the State of Arizona and under the management and control of the UNIVERSITY. Payment can be made in a lump sum or via quarterly payment on or before the first day of January, April, July and October of each year. Checks shall be made payable to "Arizona State University Foundation" and shall be mailed to CABIT, College of Business, Arizona State University, P.O. Box 873606, Tempe, AZ 85287-3606.

4. The term of this Agreement shall be twelve (12) months from the effective Date unless extended by a written amendment to this Agreement. COMPANY may withdraw from this membership at any time by terminating this Agreement. COMPANY may terminate this Agreement for any reason by giving UNIVERSITY ninety (90) days written notice prior to the termination date. Should COMPANY exercise its termination option and said termination date occurs prior to the end of the year or quarter through which the COMPANY has made its contribution, UNIVERSITY shall not be obligated to provide a refund on any portion thereof. The annual renewal date for all membership in the CENTER shall be the July 1<sup>st</sup> following signature of this agreement. The rights and obligations of the parties under Sections 5, 6, 7, and 8 shall survive the expiration or termination of this Agreement.

5. The organization and operation of the CENTER will be specified by the CENTER bylaws to be adopted no later than the second Center Advisory Board meeting. The bylaws, when adopted (and as they may later be modified), will become part of this Agreement.

6. **Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

7. This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of any other part to this Agreement.

8. This agreement is made under and shall be construed and enforced in accordance with the laws of the State of Arizona.

9. Any payment, notice, or other communication required or permitted to be made or given to either party pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to the party by certified or registered mail, postage prepaid, addressed to it at its address set forth or to such other address as it shall be designated by written notice to the other party as follows:

In the case of ASU:

Director  
Center for Advancing Business through Information Technology  
W. P. Carey School of Business  
Arizona State University  
P.O. Box 873606  
Tempe, AZ 85287-3606

In the case of COMPANY:

Company Name  
Address  
Address  
Attn: XXXXXXXXXXXXXXXX

10. The Parties recognize that performance by the UNIVERSITY depends upon appropriation of funds by the State Legislature of Arizona. If the Legislature fails to appropriate the necessary funds, or if the UNIVERSITY's appropriation is reduced during the fiscal year, REGENTS may reduce the scope of this Agreement if appropriate to notify the COMPANY as soon as reasonably possible after the REGENTS becomes aware of the loss of funding or potential loss of funding.

11. No Agency. Nothing in the Agreement creates any partnership, joint venture, or agency relationship between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party or to bind or obligate the other party in any manner to any third party.

12. No Assignment. UNIVERSITY represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party, and further agrees that it may not assign, transfer or delegate this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without COMPANY's prior written consent, which shall not be unreasonably withheld. A change in control shall be deemed an assignment subject to this paragraph. Any attempted assignment in contravention of this Agreement shall be null and void.

13. Force Majeure. No party shall be liable for any failure to perform its obligations under this Agreement where such failure results from any act of nature or other cause beyond such party's reasonable control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative.

APPROVED FOR: \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

I have read this agreement and understand my obligations hereunder.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title: Director, Center for Advancing Business through Information Technology  
W. P. Carey School of Business

Date \_\_\_\_\_