

1

For Administrative Use Only:
Approved by: _____ Date of Approval: _____ Membership Number: _____

CONSORTIUM MEMBERSHIP AGREEMENT

This Consortium Membership Agreement (“CMA”), entered into as of _____ is to establish membership in the Consortium for Space Mobility and In-Space Servicing, Assembly, and Manufacturing (ISAM) Capabilities (“COSMIC”).

WHEREAS, COSMIC Members are entered into the CMA in order to provide for (i) a consortium to cooperate on technology, capabilities, testbed facilities, missions, ecosystems, and research, development, and prototyping of projects and programs, (ii) their respective rights and obligations as Members of the consortium, and (iii) administrative matters pertaining to the conduct of activities as Members of this consortium;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in the CMA, COSMIC Members agree as follows:

1. **Definitions.** HEREINAFTER the following definitions apply:

Consortium Management Entity (“CME”) refers to the organization which executes day-to-day operations of the consortium under the strategic direction of the Steering Committee. The CME manages overall COSMIC operations, ensures coordination among the members (U.S. Government, Industry, and Academia), leads communication activities and events, provides Focus Area leads and coordination, facilitates the creation of community products, and provides administrative support.

Member or Members refer to a COSMIC Member organization or the COSMIC Member organizations collectively that are signatories to the CMA.

Participant refers to an individual participating in COSMIC as part of their respective Member organization.

Steering Committee (“SC”) refers to the governing body of COSMIC consisting of term-serving Members selected from the U.S. Government, Industry, and Academia. The SC provides strategic guidance to the CME regarding implementation, goals, and priorities. The SC includes a specific mix of participants with different expertise, experience, and motivations to address all stakeholder needs fairly.

2. **General Operating Procedure.**

COSMIC is led by the Consortium Management Entity (CME). The CME facilitates the execution of consortium tasks necessary to complete objectives set forth in the annual workplan. CME duties include administrative tasks and managing products developed by the consortium. The CME is not a voting member in COSMIC.

3. **Consortium Membership.**

COSMIC is open to and includes Members from government, industry, academic research institutions, and non-profit organizations. The CME shall formulate, initiate, and operate COSMIC ensuring open, unbiased invitations across a wide variety of organizations for participation in COSMIC. Members adopt a non-exclusive, open membership policy. Any Members, regardless of when they join COSMIC, shall enjoy the same rights and incur the same obligations as any other Member hereunder. Membership in COSMIC will become effective upon approval of the

membership application and acceptance of this signed CMA by the CME.

Membership in COSMIC is organizational, with organizations providing individuals to participate in COSMIC. Organizations are referred to as “Members” or “Member Organizations” while individuals participating in COSMIC are referred to as “Participants”.

There are no dues or membership fees to join COSMIC. However, Members are solely responsible for their Participants’ time and travel expenses to participate in any COSMIC events and activities, including any expenses for meals at COSMIC events.

Regardless of the number of employees, a Member with one or more employees participating in COSMIC is considered to be one (1) Member. The Parties agree that membership and participation have the following obligations:

- a) Members must be a U.S. organization existing under the laws of the United States, its territories, or possessions. Membership and Participation in COSMIC are restricted to U.S. persons only, as defined by 22 CFR 120.62. For the purposes of this CMA, any agency or instrumentality of a foreign government shall not be eligible for membership. Each Member must attest to the nationality of its organization and the U.S. person status of its Participants in Appendix A;
- b) Members must maintain a vested interest in strategic coordination towards U.S. Leadership in ISAM as an enabling technology and as a vehicle for workforce development, meaning the Member is actively studying ISAM, developing ISAM capabilities, providing ISAM services, or is (or may become) a user of ISAM;
- c) Members must contribute their respective talents and resources to COSMIC for activities such as periodic meeting attendance, Caucus and/or Focus Area participation, and other activities as may be appropriate;
- d) Members must not transfer membership to any business entity;
- e) Members must adhere to appropriate release and export control requirements for COSMIC information and products based on document markings;
- f) Members must immediately notify the CME if, as part of COSMIC activities, information is inadvertently released to a person not authorized to receive that information; and
- g) Members must adhere to acceptable conduct at all times by respecting the rights of others and refraining from any behavior that may be deemed inappropriate by the CME.

4. Term.

Membership is perpetual so long as a Member remains in good standing according to the membership obligations listed in Section 3 and COSMIC remains in existence. Members may terminate membership at any time by written notice to COSMIC; and in its sole discretion, the SC may terminate a Member’s participation in COSMIC by written notice to the Member should such Member fail to comply with the member obligations set out in Section 3 of this CMA.

5. Non-Representation.

Nothing contained in the CMA 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 engaging in a joint or common undertaking; or (iii) allow any 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 COSMIC.

6. Intellectual Property.

Nothing contained in this CMA shall be construed as granting COSMIC or the Members any license or right to use background intellectual property belonging to a Member, either express or implied, under any patent, copyright, trade secret, or other intellectual property right. Absent any agreements between the Members, products, developments, data, information, foreground intellectual property generated in connection with COSMIC activities may be released to and used by COSMIC and its Members in support and furtherance of COSMIC and for the benefit of the Consortium.

7. Proprietary Data.

The CME will work with Members to facilitate and protect disclosures of proprietary information as needed. Members shall enter into separate agreements that are to be negotiated outside of this CMA to facilitate the exchange of proprietary information. Any sharing of such information shall be governed by the terms and conditions of those specifically negotiated agreements.

8. Amendments.

No amendment or modification of the CMA shall be valid unless agreed to in writing by the COSMIC SC. The SC may, at its discretion, refer certain proposed amendments to the full COSMIC membership for validation by a majority vote of the membership.

9. Export.

Members must adhere to appropriate release and export control requirements for COSMIC information and products based on document markings and all regulatory requirements. Members shall not export (including disclosing or providing access to a "foreign person" located anywhere as defined in 22 C.F.R §120.63) any technical information furnished without first complying with all applicable U.S. export control laws and regulations, including the requirements of 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.

10. Governing Law.

This Agreement shall be governed by the laws of the State of California, without giving effect to its choice of law principles. In order to bring forth a dispute under this Agreement, the Party must first provide formal notification to the Steering Committee of the cause for the dispute. At which time, the Steering Committee and the Party will have thirty (30) calendar days to resolve the dispute until any further action is taken by either Party.

11. COSMIC Member Information.

Organization Name: Organization HQ Address :	_____ _____ _____
Primary POC Name: Title: Email: Phone:	_____ _____ _____ _____
State(s) where Member is active in relation to COSMIC:	_____ _____ _____

Stakeholder Group (Select One): Government Industry Academia

Functional Group (Select Applicable): ISAM User IASM Provider ISAM Researcher

SIGNED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A – COSMIC Member’s Authorized Participants

The COSMIC Membership Agreement includes restrictions as to the nationality of the Members and Participants and requires adherence to appropriate release and export control requirements for COSMIC information and products based on document markings. Membership and Participation in COSMIC are restricted to U.S. persons only, as defined by 22 CFR 120.62. **Members must submit a new copy of this Appendix A to add new COSMIC Participants from its organization.**

ATTESTATION

1. I, _____, am the _____ of _____ a _____ organized under the laws of _____ and I have the authority to attest as to the Member organization (and its subsidiaries) and its Participant(s) nationality status as indicated herein.
2. The following listed person(s) has/have been authorized to act as Participant(s) on behalf of the Member organization and its affiliates in COSMIC, and I have direct knowledge that the Participant is a U.S. Person as indicated below:

PARTICIPANT LIST

PARTICIPANT’S FULL NAME	EMAIL ADDRESS	IS THIS A U.S. PERSON? (YES or NO)

3. The Participant(s) has/have been briefed that the Member organization is responsible for identifying any export or other restrictions associated with any of its materials and ensuring that such restricted material **is not submitted or otherwise made available** in connection with the activities of COSMIC, and that, upon any submission of any material, the Participant is required to attest to its non-restrictiveness.
4. The Member organization agrees to notify the CME by email at membership@cosmicspace.org as soon as it becomes aware of any changes to the above Participant List, including any modifications or deletions thereto.

I hereby attest that, to my knowledge and belief, the above information is true and correct.

SIGNED BY:

Signature: _____

Date: _____