

RESEARCH CONSORTIUM MEMBERSHIP AGREEMENT

This Research Consortium Membership Agreement (“ Agreement”) is dated this ___ day of _____, 20__ between Carnegie Mellon University, a non-profit institution of higher education organized and existing under the laws of the Commonwealth of Pennsylvania (the "**University**" or "**Carnegie Mellon**") and _____, a _____ corporation having its principal place of business at _____ (hereinafter “[company name]” or "**Member**"), (the University and Member are hereinafter sometimes collectively referred to as the "**Parties**").

WHEREAS, the People Image Analysis Consortium (the "**Consortium**") has been organized by the University for the purpose of developing vision and robotics technologies for acquiring and processing video and images that include a person or persons and to provide a set of rights and benefits to the Members of the Consortium; and

WHEREAS, the purpose of the Consortium is of mutual interest and benefit to the University and to the Member, and will further the education, research, and technology transition objectives of the University in a manner consistent with its status as a non-profit, tax exempt, educational institution; and

WHEREAS, [company name] desires to become a member ("**Member**") of the Consortium, and University desires to accept [company name] as a Member of the Consortium, all on the terms and conditions described herein.

NOW, THEREFORE, Carnegie Mellon and the Member agree as follows:

1.0 Definitions

- 1.1 "**Background Intellectual Property**" means as to either Party (and subject to the first *proviso* in the definition of Consortium Intellectual Property), all Intellectual Property conceived or first reduced to practice by such party prior to the date of this Agreement or developed independently of this Agreement by such party.
- 1.2 "**Consortium**" means the Carnegie Mellon People Image Analysis Consortium.
- 1.3 "**Consortium Director**" means University faculty member assigned as the manager of the Consortium.
- 1.4 "**Consortium Intellectual Property**" means Intellectual Property conceived or first actually reduced to practice under this Agreement in a Research Program, including without limitation, research done by any Consortium Visiting Scientist; *provided* that (1) where one Party has, independently from the Research Program, conceived of an Invention without reducing it to practice and discloses the conception hereunder and then the Invention to practice in a

Research Program, the original conception shall be Background Intellectual Property of the conceiving Party but the resulting Invention shall, if any independent or dependent claim arises in the course of the Research Program, be Consortium Intellectual Property; and (2) if any Research Program uses federal funding, the resulting Intellectual Property shall be subject to Section 13 hereof and shall be included as Consortium Intellectual Property only if the terms of such funding are consistent therewith and the Principal Investigator(s) on the grants for such federal funding have agreed in writing that rights in the intellectual property created thereunder may be governed under this Agreement.

- 1.5 **"Derivative"** means Intellectual Property developed by Member which includes, or is based, in whole or in part, on Consortium Intellectual Property.
- 1.6 **"Enrollment Date"** means date by which the first annual Membership Fee payment is due and paid.
- 1.7 **"Information"** means all forms and types of financial, business, marketing, operations, scientific, technical, economic and engineering information, whether tangible or intangible, including without limitation, patterns, plans, compilations, devices, formulas, mask works, works of authorship, designs, prototypes, methods, techniques, processes, procedures, programs, codes, know-how, computer software, databases, product names or marks, marketing materials or programs, plans, specifications, shop-practices, customer lists, supplier lists, engineering and manufacturing information, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, trade secrets and all other proprietary information, irrespective of the medium in which such Information is memorialized or communicated.
- 1.8 **"Intellectual Property"** means all forms of intellectual property recognized in the United States of America or in any foreign jurisdiction, including but not limited to patents (including reissues, divisions, continuations and extensions thereof), utility models, and registered and unregistered designs, mask works, copyrights, trade secret rights, moral rights and any other form of protection afforded by law to Inventions, models, designs or Information, and applications therefor.
- 1.9 **"Internal/External Use License"** means a perpetual, irrevocable, worldwide, non-exclusive, non-transferable, royalty-free, fully paid license: (a) with respect to works of authorship that are Consortium Intellectual Property, (i) to copy and translate such works and prepare derivative works therefrom for Member's internal operations and internal research use; and (ii) to copy and translate such works and prepare derivative works therefrom and to copy, translate, distribute and perform all such works; (b) with respect to Inventions that are Consortium Intellectual Property, (i) to make and use Licensed Products for the Member's internal operations and internal research use; (ii) to make, have made, use, sell,

have sold, lease, import, and otherwise dispose of Licensed Products; and (c) to sublicense (including the right of sublicensee to further sublicense) to Member's affiliates, contract manufacturers, original equipment manufacturers, original design manufacturers, customers, resellers, distributors and licensees any or all of the rights licensed pursuant to clauses (a) or (b) hereof; *provided*, that nothing herein grants to Member any rights with respect to any Intellectual Property that is not Consortium Intellectual Property.

- 1.10 "**Invention**" means any idea, discovery, design, invention (including without limitation any discovery of new technology and any improvement to existing technology), Information, know-how, innovation, method, process, procedure, machine, manufacture, design or composition of matter, writing, work of authorship, compilation and other development, improvement or Derivative, whether or not patented or patentable, copyrightable, or reduced to practice or writing.
- 1.11 "**Full Member**" means the entity that joins the Consortium by signing this Agreement with a full membership fee.
- 1.12 "**Associate Member**" means the entity that joins the Consortium by signing this Agreement with an associate membership fee
- 1.13 "**Member**" refers to Full Member and Associate Member collectively.
- 1.14 "**Member In Good Standing**" is defined as set forth in §9.1 of this Agreement.
- 1.15 "**Research Program**" means any research and development program performed by the PIA Consortium within the scope of § 3.0.
- 1.16 "**Consortium Visiting Scientist**" means a research scientist employed by Member and placed at Carnegie Mellon to work for Consortium technology development pursuant to this Agreement.
- 1.17 "**Licensed Product**" means any and all products or services which utilize Consortium Intellectual Property.

2.0 Purpose of the Consortium

- 2.1 The purpose of the Consortium is to develop computer vision and robotics technologies to acquire and process video and images that include a person or persons for such purposes as extraction, tracking, recognition, and identification of a person or people and understanding and inference of his/her or their activities, and to provide a set of rights and benefits to the Members of the Consortium.

3.0 Research

3.1 The Consortium shall conduct a program of research and development in People Image Analysis technologies. Initial focus will be in the following areas:

- a. Detection of people in video or image, including face, body and other parts;
- b. Tracking of people in video or image, including face, body and other parts; and
- c. Recognition of people in video or image.

3.2 Directed Research

Each Member that pays annual membership fees of \$150,000 or greater shall be entitled to direct annually certain aspects of projects that shall be funded by the portion excess to \$150,000, it being understood that the timing of particular research projects shall depend upon faculty and student interest and availability and that the results shall be shared with other Members.

4.0 Advisory Boards

4.1 Member shall have a seat on the Consortium Advisory Board ("**CAB**"). The CAB will advise the research agenda, direction and emphasis. The final decision on the research to be performed and the manner of performance shall be made by the Consortium Director.

5.0 Membership Participation, Rights and Benefits

5.1 For as long as the Member is a Member In Good Standing, it will have benefits set forth in this section. These benefits will continue during the Term of the Membership provided the Member remains a Member In Good Standing (see § 9.1). The rights of a Member which ceases to be a Member In Good Standing are set forth in § 9.2. Full Member and Associate Member have the same right and benefit except that in 5.3.

5.2. Members entering the Consortium after its inception shall have rights (as described in § 5) after payment of Membership Fees as provided in § 6. Any rights to license Consortium Intellectual Property shall apply only to Consortium Intellectual Property conceived or first actually reduced to practice after the date of such payment. Members may negotiate a separate royalty-bearing license for Consortium Intellectual Property conceived or first actually reduced to practice prior to becoming a Member In Good Standing.

5.3 Subject to the foregoing provisions of this Section 5, Section 16 and, if applicable, Section 11, Carnegie Mellon hereby grants to 1) Full Member whose yearly membership fee is paid in full, and 2) Associate Member who has completed two consecutive years of membership with membership fee paid in full (as further

described below) an Internal/External Use License for all Consortium Intellectual Property conceived or reduced to practice during the year of Membership In Good Standing; provided, however, that Member's rights to any Consortium Intellectual Property funded through the federal government are expressly subject to and limited by the terms of such applicable federal grants. By way of clarification, with respect to the license granted to an Associate Member under clause (2) above, such license will be effective upon the second anniversary of the Associate Member's Membership in Good Standing and will include a license to any and all Consortium Intellectual Property conceived or reduced to practice since the Associate Member's Enrollment Date.

- 5.4 Members of the Consortium will receive annual reports that describe plans and results of the Consortium research and development program.
- 5.5 Members of the Consortium will attend annual CAB meetings where Members can see presentations and demonstrations, and will be able to provide feedback to the Consortium research and development program.
- 5.6 Members can send an employee researcher as a Consortium Visiting Researcher placed at Carnegie Mellon to participate and work in the Consortium research and development program in order to gain the first hand experience. The term of such a visit must be longer than one (1) year. Subject to Sections 3.1 and 10.1, research done by a Consortium Visiting Researcher is part of Consortium Intellectual Property and is shared by all the Consortium Members. Within the Robotics Institute, a Consortium Visiting Researcher is treated as an Industrial Visiting Scholar of the Robotics Institute subject to its requirements including paying the Institute portion of the standard visiting fee; provided that the requirements and rights stipulated by this Agreement supersede those of the Industrial Visiting Scholar.

6.0 Membership Fee

- 6.1 Full Member shall pay a full membership fee of \$150,000 per year for the Term of the Membership. Associate Member shall pay an associate membership fee of \$25,000 per year for the Term of the Membership. Associated Membership is available only to a small business as defined by US Small Business Administration whose annual gross revenue is less than \$10 million dollars. Membership Fees shall be payable in accordance with the payment schedule attached hereto as Appendix A and made a part hereof.

7.0 Term of the Membership

- 7.1 The Term of the Member's Membership will start on _____ ("Enrollment Date") and terminate on _____ ("Termination Date"). The minimum term is one year. Member may withdraw from the Membership prior to the Membership Termination Date upon the following terms: Member shall provide

to the Director of the Consortium, no fewer than 30 days prior to the next anniversary date of Member's Membership, notice of Member's intention to withdraw. In such event, Member shall remain a Member for the remainder of the contract year in which the notice is given.

8.0 Facilities & Equipment, etc.

8.1 Carnegie Mellon agrees to furnish such available facilities and equipment it shall consider necessary for Consortium work. It is contemplated that Members may contribute to Carnegie Mellon facilities and equipment.

9.0 Membership "In Good Standing"

9.1 The status of being a Member In Good Standing is contingent on the timely payment of Membership Fees as provided for in § 6.0. Members whose payments are overdue will receive notice from Carnegie Mellon and, if payment of the amount due is not received within 30 days after that date of such notice, the Member's rights and benefits described in § 5.0 will be suspended until payment is received.

9.2 If a Member ceases to be a Member In Good Standing, the following rules will apply with regard to Intellectual Property rights:

Except as provided in Section 9.3, any licenses obtained while the entity was a Member In Good Standing will remain in effect. Member will have no rights to use any Consortium Intellectual Property developed after Member ceases to be a Member In Good Standing.

9.3 Any provisions of this Agreement which by their nature should naturally survive the termination or expiration of this Agreement will so survive (including, but not limited to, Sections on Intellectual Property, Confidential Information, No Warranty, and Indemnification).

10.0 Intellectual Property

10.1 Subject to Section 10.2, any Intellectual Property developed pursuant to this Agreement and/or by a Consortium Visiting Scientist shall be owned by Carnegie Mellon regardless of whether Members or their employees have participated in the creation thereof, and Member hereby assigns all ownership and other Intellectual Property rights in Consortium Intellectual Property to Carnegie Mellon, it being understood, however, that in the event that any Consortium Visiting Scientist sent by Member shall satisfy the customary standards of Carnegie Mellon to be listed as an inventor on any patents created thereby, then such individual shall be listed as an inventor on such patents, but neither such individual nor Member nor any other third party shall have any ownership rights thereto.

- 10.2 Carnegie Mellon shall retain the entire right, title and interest in and to Carnegie Mellon Background Intellectual Property under this Agreement. If Member desires to license Carnegie Mellon Background Intellectual Property for use in conjunction with Consortium Intellectual Property to which Member has received a license pursuant to §5 hereof, a license may be negotiated with Carnegie Mellon on reasonable economic conditions to the extent Carnegie Mellon can legally do so.
- 10.3 Member shall retain the entire right, title and interest in and to any of its Member Background Intellectual Property.
- 10.4 Carnegie Mellon may, in its sole discretion, pursue Intellectual Property protection for Consortium Intellectual Property. Carnegie Mellon will consult with Member regarding Carnegie Mellon's plans with respect to such protection.
- 10.5 Improvements made by Member to Consortium Intellectual Property licensed to them ("Improvements" and "Derivatives") shall be made available on a perpetual, non-exclusive, reasonable-royalty basis to Carnegie Mellon for research, educational and/or academic purposes.
- 10.6 Member and Carnegie Mellon each agree that they will execute any document reasonably requested by the other Party in order to confirm the rights and/or assignments provided under this Agreement.
- 10.7 Nothing in this Agreement shall be construed to confer any rights upon Member by implication, estoppel, or otherwise as to any technology or Intellectual Property of Carnegie Mellon or any other entity other than the rights specifically granted pursuant to this Agreement, regardless of whether such technology or Intellectual Property shall be dominant or subordinate to any rights granted hereunder.

11.0 Confidential Information

- 11.1 All Information which may be furnished by or to Carnegie Mellon pursuant to the work to be performed hereunder shall be, if suitably marked as Confidential or so designated in writing if marking is not feasible, considered as Confidential (such Information, so marked or designated is hereinafter referred to as "Confidential Information") and, unless authorized by disclosing party, shall not be used by recipient other than for the work under this Agreement and shall not be disclosed by receiving party to employees of any third party unless authorized in writing by the disclosing party. Recipient shall use the same degree of care as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof. Before any disclosure of Confidential Information by or to Carnegie Mellon occurs, the general nature of the Information shall be discussed with the Consortium Director (without disclosure of any of the Confidential Information) who shall make the determination whether Carnegie Mellon shall make disclosure of its Confidential Information, if that be the issue, or shall receive such Member Confidential Information, if that be the issue.

- 11.2 Information which is disclosed orally or otherwise than in tangible form shall be considered the disclosing party's Confidential Information if (a) the Information is identified as Confidential Information at the time of disclosure and a written summary is provided to the recipient within twenty (20) days thereafter or (b) the Information is identified as Confidential Information in a writing provided to the recipient prior to or at the time of disclosure.
- 11.3 Neither Party shall be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.
- 11.4 The Confidential Information designation and any confidentiality obligation shall not apply to Information if the information –
- a) is known to recipient for which it has documentary records which establish knowledge prior to this disclosure;
 - b) subsequently becomes public knowledge and/or published through no fault of recipient;
 - c) is independently developed by employees of recipient who have no access thereto; or
 - d) is or was brought to recipient's attention by a third party who has a legal right to do so without any obligation of confidentiality to the discloser.
- 11.5 Confidentiality obligations shall remain in force for a period of two (2) years after termination of the Consortium.
- 11.6 It is agreed that violation of the obligations of this Section 11.0 will cause irreparable harm to the Party which initially provided the Confidential Information and that injunction is an appropriate remedy for such violations.
- 11.7 In the event that Member provides Member Confidential Information for use in a Research Program, the results of such Research Program which are publicly disclosed, or disclosed to other Members, shall not reveal Member Confidential Information. Member acknowledges that there is a significant benefit to all Members and the University from any Member making such Confidential Information available for the use of a Research Program, in terms of the collective knowledge gained from the Research Program generally. Member specifically waives any right to receive Confidential Information of other Members which may result from a Research Program that utilizes their Confidential Information.
- 11.8 If Member intends to restrict the use by the Consortium (or require a royalty in respect) of any of Member's Confidential Information or any other Member Background Intellectual Property, Member shall not use or disclose such

Confidential Information or Member Background Intellectual Property in any Research Program without first summarily describing in a writing to the Consortium Director the Confidential Information or Member Background Intellectual Property proposed for use or disclosure and any restrictions, limitations or royalties that would be applicable thereto. The Consortium Director may, in his sole discretion, refuse to permit the use or disclosure of any such Confidential Information or Member Background Intellectual Property Rights. Carnegie Mellon is entitled to rely upon this covenant and to treat each Member contribution as subject to unrestricted, royalty-free use unless the Consortium Director shall have approved in writing other arrangements specific to such Confidential Information or Member Background Information.

12.0 Publications

- 12.1 Subject to the non-disclosure obligations created by or pursuant to this Agreement, all reports and papers of research and other activities conducted under any Research Program may be published by Carnegie Mellon in accordance with its publication policies. Carnegie Mellon will take care so that that Confidential Information concerning scientific, software or technical developments conceived or first actually reduced to practice in the performance of the project is not prematurely published so as to adversely affect the patent, copyright or proprietary interests of the Consortium. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

13.0 Federal Rights and Requirements in Consortium Intellectual Property.

- 13.1 In the event, that the Consortium utilizes federal funding to support development of Consortium Intellectual Property, then (a) the United States Government will be granted licensing rights as required under the terms of those federal agreements and/or applicable law, (b) all rights reserved to the United States Government and others under Public Law 96-517 and Public Law 98-620 including but not limited to government purpose license and march-in rights, shall remain and shall in no way be affected by this Agreement and any right granted in this Agreement greater than that permitted under Public Law 96-517 or Public Law 98-620 shall be subject to modification as may be required to conform to the provisions of those statutes.

14.0 Use of the Name of Carnegie Mellon or Member

- 14.1 A Member In Good Standing may indicate in its publications and/or on its website that it is a Member of the Consortium operated by Carnegie Mellon.
- 14.2 Carnegie Mellon may list the Members of the Consortium on its website and publications.
- 14.3 Beyond the uses authorized above in this Section 14, each Party agrees not to use the trademarks, service marks or name of the other Party or any persons on its staff in any sales promotion work or advertising, or in any other form of publicity

without the written permission of the other Party.

14.4 The rights set forth in this Section 14 are not transferable and shall not be sublicensed.

15.0 Use of Membership Fees

15.1 Membership Fees will be utilized for research and development efforts, organizational and operating expenses and administrative and facilities charges.

16.0 Export Controls

16.1 Notwithstanding any other provision of this Agreement, Carnegie Mellon and Member agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act of 1979 and the Export Administration regulations, all as amended). Carnegie Mellon's obligations hereunder are contingent on compliance with applicable United States export and embargo laws and regulations. The transfer of certain technical data and commodities (including Derivatives) and engaging in certain other activities may require a license from the cognizant agency of the United States Government and/or written assurances by Member that Member shall not export data or re-export data or commodities to, or otherwise do business with, certain foreign persons or countries without prior approval of such agency. Carnegie Mellon neither represents that a license shall not be required nor that, if required, it shall be issued.

17.0 Force Majeure

17.1 Neither Party shall be liable for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, terrorism, act of any governmental authority, acts or omissions of the other Party, riot, terrorism, war, fuel or energy shortage, or due to any other cause beyond the Party's reasonable control. In the event of delays in performance due to any such cause, the dates for performance will be postponed by a period of time equal to the delay period.

18.0 NO WARRANTY

18.1 ANY INFORMATION, MATERIALS OR SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED OR PROVIDED BY CARNEGIE MELLON PURSUANT TO THIS AGREEMENT (HEREINAFTER THE "DELIVERABLES") ARE ON AN "AS IS" BASIS. CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED AS TO ANY MATTER, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF NON-INFRINGEMENT, SCOPE OR

VALIDITY OF INTELLECTUAL PROPERTY RIGHTS, OF FITNESS FOR ANY PURPOSE, OR MERCHANTABILITY, OF EXCLUSIVITY OR OF RESULTS OBTAINED FROM MEMBER'S USE OF ANY DELIVERABLE. NOR SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID DELIVERABLE OR ANY APPLICATIONS AND DERIVATIONS THEREOF. CARNEGIE MELLON DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO FREEDOM FROM PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT OR THEFT OF TRADE SECRETS AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET RIGHTS. MEMBER AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF CARNEGIE MELLON, EXPRESSED OR IMPLIED, TO ANY PERSON CONCERNING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED WITH THE DELIVERABLES.

19.0 Indemnification

- 19.1 Member hereby agrees to defend, indemnify and hold harmless Carnegie Mellon, its trustees, officers, employees, students and agents from all claims or demands made against them (and any related losses, expenses or attorneys' fees or costs) arising out of or relating to Member's and/or its sublicensees' and/or its customers' negligent use or willful misuse of or negligent conduct or willful misconduct regarding the Deliverables or products utilizing such, including but not limited to, any claims of product liability, personal injury, death, damage to property or violation of any laws or regulations.
- 19.2 Member hereby represents and warrants that no applicable law or public policy limits Member's obligations under Section 19.1 except to the extent that such law or public policy would limit the obligations of a non-governmental, for-profit company incorporated in the United States. In any action to obtain indemnity under Section 19.1, Member will not raise as a defense any such limitation.

20.0 Notice and Other Addresses

- 20.1 Any notice to either Party hereunder must be in writing signed by the Party giving it, and shall be served either personally or by registered certified mail addressed as follows:

If to Member:

If to the University:

Linda Feuster Duffy
Associate Vice Provost, Sponsored Programs
Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh PA 15213

21.0 Other Projects; Academic and non-profit professional Collaborations

- 21.1 Nothing contained in this Agreement shall prevent either the Member or Carnegie Mellon from entering into research projects with third parties which are similar to the activities under this Agreement or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, intellectual property, technologies or products which are similar to and competitive with Consortium Intellectual Property.
- 21.2 Nothing herein shall be construed to grant either Party any rights in any such intellectual property, technologies or products so developed or acquired as described in §21.1, or any rights to the revenues or any portion thereof derived by the other from the use, sale, lease, license or other disposal of any such intellectual property, technologies or products. Furthermore, nothing herein shall preclude either Party from transferring any such technologies or products to others including to users of Consortium Intellectual Property.
- 21.3 Carnegie Mellon may elect to collaborate with other academic institutions or non-profit professional organizations when professionals at such institutions can assist the Consortium.

22.0 Validity

- 22.1 If any portion of this Agreement shall be finally determined by any court, arbitration tribunal or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law then the remainder of the Agreement shall not be affected thereby; provided, however, that if any provision hereof is invalid or unenforceable, then a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of the Agreement including the invalid or unenforceable provision.

23.0 Section Headings

- 23.1 The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

24.0 Waiver, Entire Agreement

- 24.1 This Agreement is binding upon and shall inure to the benefit of the Parties hereto. No failure or successive failures on the part of either Party to enforce any covenant, agreement or condition and no waiver or successive waivers shall operate as a discharge of such covenant, agreement, or condition, or render the

same invalid, or impair the right of either Party to enforce the same in the event of any subsequent breach or breaches by the other Party.

24.2 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter hereof. The Agreement may not be altered, amended, modified or assigned except by a written instrument signed by the duly authorized representatives of both Parties.

25.0 Disputes

25.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding its choice of law principles. Any dispute or claim arising out of or relating to the Agreement will be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

25.2 The execution, delivery and performance of this Agreement by Member are private and commercial acts performed for private and commercial purposes. Member hereby waives any defense of sovereign immunity which might be available to it in connection with this Agreement, its execution, delivery or performance.

26.0 Operation

26.1 The operation of the Consortium will be consistent with this Agreement, although, ultimately, matters not addressed in this Agreement will be handled with due regard for the respective missions and established operating principles of the Parties.

Intending to be legally bound hereby, Member hereby accepts membership in the Consortium, and the University hereby accepts Member as a member of the Consortium, all in accordance with and subject to this Agreement.

Member Organization

Carnegie Mellon University

By: _____

By: _____

Signer's Name _____

Name: Linda Feuster Duffy

Signer: _____

Title: Associate Vice Provost
Sponsored Programs

APPENDIX A

Payment Schedule

For each 12-month period of the Term of the Membership ("Contractual Year"), a one-time lump sum payment of **\$150,000** shall be made within thirty (30) days of receipt of an invoice. The invoice shall be issued after receipt of a fully executed Agreement.

All payments will be made either:

Via fund wire transfer according to the following wiring information:

Federal Tax ID # 250969449

DUNS Number 05-218-4116

Bank: BNY Mellon
Address: 500 Ross Street
Pittsburgh, PA 15262, USA

Beneficiary: CARNEGIE MELLON UNIVERSITY
Account Name: Cash Management Account
Acct #: 1979003

ABA # 043000261

SWIFT CODE: IRVTUS3N

Bank Universal ID: (CHIPS) NYSE: BK

Bank Contact: Cash Management Customer Service
(412) 234-3359 Jan Schade

Reference: People Image Analysis Consortium

Or by preparing a check

Payable to: Carnegie Mellon University
With reference: People Image Analysis Consortium Fee for [company name]
April 1, 2017 – March 31, 2018

and mailing it to:

People Image Analysis Consortium
c/o Professor Martial Hebert
Newell-Simon Hall 4119
Robotics Institute

Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15213-3890
USA