[Insert Company Name] ("Participating Member") agrees to participate in the iNEMI project entitled [Name] Project\(^1\) pursuant to and as defined in the iNEMI Project Participation Agreement and to carry out the tasks as assigned and agreed to in the Statement of Work\(^2\) for this project. Pursuant to the iNEMI Intellectual Property Policy, the participating member

does □ does not □ (check one)

have any intellectual property or background technology to disclose in conjunction with this project\(^3\) & \(^4\).

NIST participation in any iNEMI project is subject to the availability of funds and necessary resources. No funds are committed or obligated by this agreement. Notwithstanding anything to the contrary herein, data, information or conclusions created by employees of NIST are not subject to copyright protection and will be made available to any interested party on an unrestricted basis.

\(^1\) A 2/3 majority of [Project Name] Project participants must be in favor of admitting new companies after the initial enrollment period is over.

\(^2\) [Project Name] Project Statement of Work (SOW), [Version #; Date]

\(^3\) As provided for in the iNEMI Intellectual Property Policy, if background technology or intellectual property is claimed, a Declaration of same must be provided, in writing, to the iNEMI Secretariat within 45 days of signing this agreement.

\(^4\) Intellectual property or background technology disclosed in a declaration can only be used by the project participants for the purpose of research in connection with this project, and not for commercial purposes.
Approval of this Project Statement is a two-step process. The first signature verifies company participation, while the second approval acknowledges agreement to the specific tasks and contributions required from each participant.

The iNEMI [Project Name] Project requires each participating company to commit to the following:

- Participating companies should expect to contribute YY man months of time to the project per year. Final resource and time commitments will be defined in an attached task list. The second signature below indicates agreement to fulfill these obligations.

- In the event project expenses are incurred, the costs will be shared evenly among participants. It is estimated that such costs will not exceed $XXX per company. iNEMI Affiliated Organizations will be exempt from project expenses.

- The project will adhere to the terms of the iNEMI Intellectual Property Policy for declaring, identifying, and disclosing background (confidential) technical information and background intellectual property.

- Add any project-specific items under this bullet.

- The data, information, and conclusions developed during this project will be available only to participating members of iNEMI who have formally joined this project by signing this Project Statement. All iNEMI members will be eligible to receive status reports (e.g. at member council meetings) as well as a summary report once it is released at the end of the project. The status reports as well as the summary report will not contain data that the participants determine should only be shared within the project. Except for data, information, or conclusions created by NIST employees as stated above.

- If iNEMI or one individual would like to include information gained in this project in a presentation to another company or companies, in technical paper(s), or in article(s), every member of the project team must be informed and a simple majority is required for approval. The decision must be made during a regularly scheduled project meeting.

- Control of the data and information gathered during the execution of this project will transfer to the iNEMI Secretariat 12 months after the conclusion of the project. After that period all requests for publication or transmission of data collected must be reviewed and approved by iNEMI. If the project is extended to include additional phases, the Project Team will continue to provide approvals for communication outside the Project Team as outlined in the bullet above.

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5 The data not included in the status reports or summary report will be determined by majority vote of the participants.
Project Participant Verification

Name & Title (print or type)

Company

Signature Date Email

Management Approval of Assigned Tasks and Contributions

Name & Title (print or type)

Company

Signature Date Email
iNEMI Acceptance

Grace O’Malley        Vice President of Global Operations

Name & Title

iNEMI

Company

gomalley@inemi.org

Signature    Date    Email