

DDI Alliance Membership Agreement

THIS AGREEMENT is made between the REGENTS OF THE UNIVERSITY OF MICHIGAN on behalf of the DDI Alliance (hereinafter called "Michigan/DDI") and _____ (hereinafter called "Member"), effective as of the date of the last signature affixed below.

WHEREAS, the Data Documentation Initiative Alliance (hereinafter called "DDI Alliance") is a self-sustaining multi-institutional membership organization that develops and promotes the Data Documentation Initiative (hereinafter called "DDI") specification and associated tools, education, and outreach programs; and

WHEREAS, the parties of this Agreement intend to join together in a cooperative effort with other Members to support the DDI Alliance and participated in the development of the DDI specification; and

In consideration of the mutual benefits and promises provided herein the parties agree to the following terms and conditions:

A. The DDI Alliance will be hosted by and operated from Michigan/DDI as described in the DDI Alliance Bylaws attached hereto as Attachment A.

B. Member agrees to contribute annual support to the DDI Alliance. Such annual payments shall be made as described in the DDI Alliance Bylaws, Article VI. Payment of these membership fees shall be made payable to the "Regents of the University of Michigan."

C. Member designates a Representative to the DDI Alliance, as described in the DDI Alliance Bylaws, Article VI.

E. Member agrees to participate in the DDI Alliance as described in the DDI Bylaws, Article VI.

F. Member acknowledges that any funds or in-kind contributions (personnel, equipment, or services) provided to Michigan/DDI hereunder will be added to funds from other members and therefore no individual financial reports will be given to the Member concerning the disposition of the funds provided by it.

G. This agreement will be automatically renewed annually unless terminated by either party, pursuant to section H, below. Membership support payments will be invoiced annually and payment, as articulated in section B, above, is expected within thirty (30) days of receipt of the invoice.

H. Michigan/DDI or Member may terminate this Agreement by giving the other party six months written notice prior to the termination date. Membership fees will be prorated through effective date of termination.

I. Neither Michigan/DDI nor Member will use the names, symbols, or trademarks of the other in any publicity or advertising related to the activities governed by this Agreement without the express written permission of the other party, except as otherwise permitted by section XVIII of the DDI Alliance Bylaws.

J. This agreement will be governed by the laws of the state of Michigan.

K. This Agreement is not assignable or delegable by any party without the prior written consent of the other party. This Agreement, and the rights and obligations under it, will be binding on and will inure to the benefit of each party's successors and permitted assigns.

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

MEMBER

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____