



Texas Aerospace Research and Space Economy Consortium

Membership Agreement

This Consortium Membership Agreement (“CMA”), entered into as of _____ is to establish membership in the Texas Aerospace Research and Space Economy Consortium (“TARSEC”).

WHEREAS, TARSEC Members are entered into the CMA in order to:

- (i) establish a consortium to define research priorities for the state of Texas that:
 - (a) strengthen Texas’ proven leadership in civil, commercial, and military aerospace activities;
 - (b) enhance Texas’ position in aeronautics research and development, astronautics, space commercialization, and space flight infrastructure; and
 - (c) advance the integration of the space, aeronautics, astronautics, and aviation industries into the Texas economy; and
- (ii) provide funding and research recommendations to the Texas Space Commission; and
- (iii) help identify infrastructure and workforce development needs across the state; and
- (iv) identify large-scale federal opportunities and coordinate proposals to bring federal dollars to the state; and
- (v) collaborate to attract new space business to the state.

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

1. Definitions. HEARINAFTER the following definitions apply:

Discoveries refers to any intellectual property or Know How created by a Member during the term of membership, whether patentable or not.

Executive Committee (“EC”) refers to the independent group of nine members appointed by the Texas governor, lieutenant governor, speaker of the house of representatives, the chancellor of The Texas A&M University System, the chancellor of The University of Texas System, and the president of Rice University. The EC manages overall TARSEC operations, ensures coordination among the members, leads events, facilitates the creation of community products, and establishes procedures and policies for the administration of the consortium. The support staff at Texas A&M University will provide the EC with administrative support.

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

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

2. General Operating Procedure.

TARSEC is led by the appointed Executive Committee and is administratively supported by Texas A&M University. The EC and the Texas A&M support staff assigned to TARSEC facilitate the execution of consortium tasks necessary to complete the objectives set forth in [statute](#).

3. Consortium Membership.

Membership in TARSEC is open to Texas-based institutes of higher education, industry, and non-profit organizations. The Executive Committee shall operate TARSEC ensuring open, unbiased invitations across a wide variety of organizations for participation in TARSEC. Members adopt a non-exclusive, open membership policy. Any Members, regardless of when they join TARSEC, shall enjoy the same rights and incur the same obligations as any other Member hereunder. Membership in TARSEC will become effective upon EC approval of the membership application and acceptance of this signed CMA.

Membership in TARSEC is held at the organizational level, with the organization providing individuals to participate in TARSEC. Organizations are referred to as “Members” or Member Organizations” while individuals participating in TARSEC are referred to as “Participants”.

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

Regardless of the number of employees in the organization, a Member with more than one or more employee participating in TARSEC 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 (with an operational presence in Texas) existing under the laws of the United States, its territories, or possessions. Membership and Participation in TARSEC 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 enhancing the Texas space economy;
- c) Members must contribute their respective talents and resources to TARSEC for activities such as periodic meeting attendance, committee and/or working group participation, and other activities as may be appropriate;
- d) Members may not assign or transfer membership without prior written consent of the EC;
- e) Members must adhere to appropriate release and export control requirements for TARSEC information and products based on document markings;
- f) Members must immediately notify the EC if, as part of TARSEC 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 EC.

4. Term.

Membership is perpetual so long as a Member remains in good standing according to the membership obligations listed in Section 3 and TARSEC remains in existence. Members may terminate membership at any time by written notice to TARSEC; and in its sole discretion, the EC may terminate a Member's participation in TARSEC 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 this 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 TARSEC.

6. Intellectual Property.

Nothing contained in this CMA shall be construed as granting TARSEC or the Members any license or right to use any Discoveries, confidential information, or 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 TARSEC activities may be released to and used by TARSEC and its Members in support and furtherance of TARSEC and for the benefit of the Consortium.

7. Proprietary Data.

The EC 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 this CMA shall be valid unless agreed to in writing by the TARSEC EC. The EC may, at its discretion, refer certain proposed amendments to the full TARSEC membership for validation by a majority vote of the membership.

9. Governing Law.

This Agreement shall be governed by the laws of the State of Texas, 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 EC for the cause for the dispute. At which time, the EC and the Party will have thirty (30) calendar days to resolve the dispute until any further action is taken by either Party.

10. TARSEC Member Information.

Organization Name: Organization HQ Address: Organization TX Address: (if different from HQ address)	_____ _____ _____
Primary POC Name: Title: Email: Phone:	_____ _____ _____ _____
Organization Type (select one):	Industry Non-profit Gov't K-12

SIGNED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____

This Section for Administrative Use Only:

Approval Decision: _____

Date of Decision: _____

Membership Number: _____

Appendix A – TARSEC Member’s Authorized Participants

The TARSEC Membership Agreement includes restrictions as to the nationality of the Members and Participants and requires adherence to appropriate release for TARSEC information and products based on document markings. Membership and Participation in TARSEC 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 TARSEC 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 TARSEC, and I have direct knowledge that each Participant is a U.S. Person as indicated below:

PARTICIPANT LIST

PARTICIPANT’S FULL LEGAL NAME	EMAIL ADDRESS	IS THIS A U.S. PERSON?

3. The Participant(s) has/have been briefed that the Member organization is responsible for identifying any restrictions associated with any of its materials and ensuring that and ensuring that such restricted material is not submitted or otherwise made available in connections with the activities of TARSEC, and that, upon submission of any material, the Participant is required to attest to its non-restrictiveness.

4. The Member organization agrees to notify the EC by email at info@tarsec.space 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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____