



SLOAN SCHOOL OF MANAGEMENT
MEMBERSHIP APPLICATION AND AGREEMENT
Cybersecurity at MIT Sloan (CAMS)-
(Formerly The Interdisciplinary Consortium for Improving Critical
Infrastructure Cybersecurity, (IC)³)

MEMBER (“Member”) legal entity name: _____

Member entity location address: _____

This Agreement (“Agreement”) is entered into between “Member” and the Massachusetts Institute of Technology (“MIT”), a non-profit Massachusetts tax-exempt educational corporation, with an address of 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 (“MIT”), on behalf of the MIT Sloan School of Management (“MIT Sloan”), a division of MIT, in connection with the Member’s contribution in support of the educational and outreach activities of Cybersecurity at MIT Sloan (“CAMS”), formerly known as the Interdisciplinary Consortium for Improving Critical Infrastructure Cybersecurity, (IC)³.

The terms of this agreement are as follows:

1. **EFFECTIVE DATE:** The “Effective Date” will be the date that this agreement is signed below by the Member.
2. **PURPOSE:** Cybersecurity at MIT Sloan (CAMS), is a part of and is based in the MIT Sloan School of Management in collaboration with other parts of MIT, intends to address the important need to improve the cybersecurity of the nation’s critical infrastructure through an interdisciplinary approach that brings together thought leaders from industry and government with MIT faculty, staff, and students, conducting investigations in multiple relevant areas, and includes various types of events, meetings, workshops, conferences, and educational activities.

By this Agreement, CAMS aims to build a relationships with its Members. It is recognized that the strength of the relationship between MIT and the Member will depend on the efforts that both put into developing and maintaining the relationship. CAMS intends to become a unique opportunity for its Members, providing a window into relevant work at MIT. Funds provided under this Agreement, together with MIT resources and other MIT Member funds, will support the educational and outreach activities supervised by MIT faculty.

3. **MEMBERSHIP FEE:** The funds will be used by MIT at the discretion of the Directors of CAMS for the direct and indirect costs of efforts with broad significance to improving critical infrastructure and general cybersecurity.
4. **BENEFITS TO MEMBERS:** To help foster and maintain a strong relationship between Member and CAMS, the following are examples of benefits that will be made available to Member:
 - Listing in MIT CAMS publications and the MIT CAMS website as a Member of Cybersecurity at MIT Sloan.
 - Participation in meetings in which students, faculty, and staff present their early findings, as well as receiving copies of CAMS work in progress reports, and opportunity to provide feedback regarding the relationship to industrial and national needs.
 - Possibility to participate in student projects, case studies, and field studies.
 - Admittance for 2 participants to CAMS Member Only workshops and conferences.

- Access to the Members Only page of the CAMS website (including early research papers and published conference materials).

Advisory Members receive these additional benefits:

- All of the benefits listed above for Members plus
 - Additional seats for participants at CAMS workshops and conferences.
 - Participation in CAMS research projects of mutual interest.
 - Participation in special CAMS limited attendance round table discussions.
 - One-on-one session with a CAMS researcher
 - Discounts on select events/Sloan executive education programs at MIT

Executive Members receive these additional benefits:

- All of the benefits listed above for Advisory Members plus
 - Invitation to participate on the CAMS Executive Board
 - Special recognition at CAMS events and on CAMS Website
 - One-on-One faculty contact, with quarterly consultations

5. ADDITIONAL OPPORTUNITIES AVAILABLE TO MEMBER: In addition to this Agreement, other agreements may be executed between the Member and MIT. The Member acknowledges that MIT also enters into agreements with other public and private entities, including agreements for separate sponsored research projects.

6. TERM AND TERMINATION OF AGREEMENT: The terms of this Membership Agreement will auto-renew at the end of the Member's Term based on the membership option selected in section 13, unless MIT receives written notification of non-renewal at least 30 days prior to the then current termination/renewal date. MIT may terminate this Agreement by providing a written notice of termination if circumstances beyond MIT's reasonable control preclude continuation of this Agreement.

7. INTELLECTUAL PROPERTY: MIT shall have sole title to any invention conceived or first reduced to practice solely by employees and/or students of MIT hereunder or with significant use of funds or facilities administered by MIT, and MIT shall have sole title and the copyright in any copyrightable material first produced or composed by MIT personnel or with significant use of MIT administered funds or facilities. For any MIT-owned copyrights or copyrightable material to which the Member is afforded access, the Member is hereby granted an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials only for the Member's internal purposes.

8. USE OF NAME: Neither MIT nor Member will use the name(s), trademarks, logos, or insignias, of the other, or any version, abbreviation, or representation of them, in any advertising, press release, or other form of publicity, without the written permission of the other, which consent, the requested party may withhold in its sole discretion. The MIT Institute Office of Communications has sole authority to review and respond to Member requests submitted to ioc-useofname@mit.edu and has sole authority and discretion to grant such consent on behalf of MIT. Member is providing permission here for use of logo of company on CAMS's web site, brochures, and reports.

9. NOTICES: Any notices given under this Agreement must be in writing and be addressed to the parties at the addresses shown at the bottom. Notices must be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and will be deemed to have been given or made as of the date received.

10. GOVERNING LAW: The validity and interpretation of this Agreement and the legal relationship of the Parties to it shall be governed by the laws of the Commonwealth of Massachusetts

11. AMENDMENTS: Any amendment to this Agreement must be in writing and signed by duly authorized representatives of MIT and the Member.

12. TAXES: In the event that the Membership Fee is subject to any levy or tax, including, but not limited to withholding tax, income tax, service tax, sales tax or VAT, by local, regional or federal government authorities in Member's home country, Member shall (1) pay to the applicable tax authorities, whether on its own or MIT's behalf, such amount of levy or tax and, if applicable, penalties and interest, as will result in MIT receiving the full

amount of the Fee and (2) provide MIT with a copy of the withholding tax certificate or other tax filing documentation evidencing payment was made promptly following payment of the levy or tax.

13. MEMBERSHIP LEVEL:

Please check one option below:

- One Year Member:** The term of Membership will be one year, at \$45,000 (USD), effective on the “Effective Date”, payable within thirty (30) days of the Effective Date.
- Three Year Member:** The term of Membership will be three years, at \$35,000 (USD) per year, effective on the “Effective Date”, payable annually within thirty (30) days of the Effective Date in year one, and within thirty (30) days of the anniversary of the Effective Date in years two and three.
- Advisory Member:** The term of Membership will be three years at \$120,000 (USD) per year, effective on the “Effective Date”, payable in full (\$120,000) within thirty (30) days of the Effective Date.
 - Can be a term of one year in the first year only if selected, the term of Membership will be one year at \$120,000 (USD) for the first year and a renewal of three years at \$120,000 (USD) per year, effective on the “Effective Date”
- Executive Member:** The term of Membership will be three years at \$450,000 (USD) per year, effective on the “Effective Date”, payable in full (\$450,000) within thirty (30) days of the Effective Date.
 - Can be a term of one year in the first year only if selected, the term of Membership will be one year at \$450,000 (USD) for the first year and a renewal of three years at \$450,000 (USD) per year, effective on the “Effective Date”

If this meets with your approval, please have an authorized signatory sign below so that we can complete the processing of your Membership. We very much look forward to your organization becoming a valuable part of the MIT Sloan CAMS community.

Sincerely,

Prof. Stuart Madnick
Head, Cybersecurity at MIT Sloan (Formerly (IC)³)
smadnick@mit.edu or 617-253-6671

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

MEMBER

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Contacts and Address for Notices and Invoices:

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**
(CAMS ADMINISTRATIVE ADDRESS)

Name: Dr. Keri Pearlson

Email: kerip@mit.edu

Phone: 617-253-1000

Title: Executive Director, CAMS

Address: 77 Massachusetts Ave. Bldg E94-1565
Cambridge, MA 02139

**MEMBER:
PRIMARY MEMBER**
(INDIVIDUAL RESPONSIBLE FOR
MEMBERSHIP)

Name: _____

Email: _____

Phone: _____

Title: _____

Primary Address of Member Organization:

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**
(CONTRACTUAL AND LEGAL NOTICES
ADDRESS)

Name: Katie McGeary

Email: kmcgeary@mit.edu

Phone: 617-253-0460

Address: Office of VP for Research
77 Massachusetts Ave. Bldg NE 18-901
Cambridge, MA 02139

**MEMBER
INVOICES ADDRESS**
(INDIVIDUAL RESPONSIBLE FOR
INVOICES)

Name: _____

Email: _____

Phone: _____

Address: _____

MEMBER INVOICING INSTRUCTIONS

Please circle yes or no for the below questions.

1) Will you be issuing a Purchase Order? **Yes / No**

If yes, please send copy of PO to mitcyber@mit.edu within five (5) business days of agreement being executed.

2) Do you use a payment gateway / portal such as Ariba, Coupa, Ivalua, Jaggaer, Microsoft? **Yes / No**

If yes, please send specific portal registration and submission instructions to mitcyber@mit.edu