MEMBERSHIP CHARTER
OF THE
W2COG INSTITUTE

MEMBER AGREEMENT

W2COG INSTITUTE PARTICIPATION AGREEMENT (the "Agreement") effective as of ___August 9, 2006__________,
by and between the W2COG Institute; and ______Regis University____________________,
having an office at _3333 Regis Blvd, Denver CO 80211________________, (the "Member").

WHEREAS, the Member wishes to participate in W2COG Institute process, the purposes of which are more fully set forth below.

WHEREAS, the Host has agreed to the Member's participation as a Member in the Institute, subject to said terms and conditions; and

WHEREAS, the Member's participation in the Institute and cooperation with the Host under this Agreement will further the instruction and research objectives of the W2COG initiative in a manner consistent with non-profit, tax-exempt institutions.

NOW, THEREFORE, W2COG INSTITUTE AND THE MEMBER AGREE AS FOLLOWS:

INTRODUCTION: This document describes the membership agreement among individuals and government, industry, and academic organizations who have agreed to join a not-for-profit Institute whose objective is accelerating the fielding of Network Centric Operational capabilities for enhancing global security and advancing peaceful commerce.

DEFINITIONS:

"Network Centric Operations (NCO)" is here defined as the effective, on demand, collaboration among networked assets including humans, machines, and data.

"Grid" is here defined as the network, including sensors, data bases, communications infrastructures, systems, and people, interacting net-centrically across a distributed enterprise.

"Global Information Grid" is here defined as the grid of interest to the U.S. Department of Defense and its collation members.

"Virtual Grid", "Grid-lite", and/or "GIG-lite" are here defined as a web-enabled run time environment configured to simulate enterprise service oriented architecture in context with specific mission use cases, or "mission threads", of critical interest. The intent is that the virtual grid will be used to demonstrate, evaluate, develop, field, and/or otherwise consume "shrink wrapped" NCO-enabling artifacts as part of the W2COG process.
VISION: Governments, industry, and academia - encompassing the broadest possible global community – harmonizing efforts to engineer an environment where all information systems interoperate continuously, seamlessly, and effectively.

BACKGROUND:
The decision by the United States Military to adopt Information Superiority (IS) and Network Centric Operations and Warfare (NCO/W) as core warfighting concepts has had a profound impact not only the United States, but also allied military organizations around the world. The United Kingdom, Australia, Sweden, The Netherlands, Italy and Germany to name but a few, are all developing, or have already developed, tailored versions of the Network Centric concept as core components of their national defense strategy. Similarly, The North Atlantic Treaty Organization (NATO) also, has recently launched a NATO Network Enabled Capability (NNEC) Feasibility Study to reconcile interoperability issues amongst participating countries. The power of NCO is likewise being recognized by non-defense government agencies associated with, e.g., law enforcement, disaster response, or air traffic management. Further, global industry is adopting NCO as a strategy to achieve competitive advantage in the marketplace. Whilst few could now successfully contest the virtues of IS and NCO or NCW at a theoretical level, there remains much to be done at the practical level.

The global NCO transformation effort is largely fragmented and disjointed. The current U.S. Government acquisition approach, for example, is populated by many separate organizations that are effectively developing specific solutions to specific problems – all under the banner of NCO. Although war fighters and other operators may have had their first taste of Net-Centricity, and acquisition policy is morphing to support it, the government acquisition process at the working level remains segregated by program. This problem, of course, is not unique to the United States and is exacerbated when viewed through the lens of multi-national interoperability.

In recognition of these issues, the United States Office of the Secretary of Defense (OSD), initially through the United States Navy Postgraduate School Cebrowski Institute, has launched an initiative to establish a World Wide Consortium for the Grid (W2COG) focused on the information dimension of NCO.

The W2COG is premised on the notion that a carefully designed consortium encompassing representatives from worldwide government, industry, and academia, can consider and institute more-holistic NCO initiatives to catalyze transformation than would otherwise be possible: thus expediting the advancement of information exchange, interoperability and multi-national collaboration.

Supporters of that notion have joined to form this not-for-profit W2COG Institute as a vehicle to focus effort and resources necessary to establish and maintain the infrastructure required to achieve the goals of the W2COG vision with the aim of potentially serving as host of the W2COG itself when that consortium is fully established.

OPERATING PRINCIPLES:
The W2COG Institute has been constructed around an "open" model. Intellectual Property contributions made to, or developed within, the W2COG Institute by participants will be protected through the W2COG Institute Intellectual Property Policy. Such Intellectual Property will be maintained and distributed using an open source model. W2COG Institute discoveries will generally be shared with the community at large. W2COG process will include consideration of proprietary artifacts that can be shown to function collaboratively in a specified open architecture.

Participation in the W2COG will be equally available to representatives from worldwide government, industry and academia that meet the criteria set forth by the Institute’s governing authorities. The Institute may reject or suspend any participant’s subscription at any time.
The Institute membership is open to any group or individual permitted by their parent organization and that/who can commit to membership subscription requirements. The Institute will operate under a not-for-profit business model, existing solely to promote the common interests of the NCO community. The Institute is self-regulating in that its objective is consensus among its own Members only. "Consensus" will be an agreed practical definition of "good enough."

The Institute will work to establish well-defined, technical objectives through the development and analysis of use cases and mission threads and by chartering pilot projects aimed at rapidly fielding reference implementations of netcentric architectural elements while satisfying critical operational requirements.

Institute endorsement, except as expressly stated in writing, shall not be stated or implied in any advertisement or other public offering of any participant’s or non-participant’s products or services.

Institute participants will not have the power to exercise another participant’s proxy.

Participation in the Institute does not obligate the Institute to use a participant’s contribution, nor obligate the participant to use an Institute recommendation.

**MEMBER RESPONSIBILITIES** Members agree to participate in good faith in mutual efforts to develop and sustain process and infrastructure required to achieve the W2COG vision according to the general principles described above. When, and if, the Institute charter Members approve a membership fee structure, continued membership in the W2COG Institute will require payment of such fees according to the procedure defined at that time.

**DELIVERABLES**

**Community Outreach and Leadership** manifested by a collaborative network of operators, engineers, and program managers expert in various aspects of netcentric operations and associated technologies, together with an efficient distributed process for achieving rapid consensus on mature issues.

**Collection and application of contributions** intended to support W2COG vision, especially with respect to: establishing a central web-enabled clearinghouse for NCO activity, maintaining a Base Information Grid (BIG), i.e. an open, continuously available, configurable runtime environment that simulates a global service oriented architecture (e.g. the GIG) and allows test, evaluation, and fielding of NCO architectural elements, and Performing engineering required to field elements of open NCO architecture.

**Sponsorship of pilot projects** designed to rapidly field useful capability within less than a year, and at the same time provide reference implementations of netcentric architectural components that can be used to accelerate the programmatic NCO-enabling engineering process. The W2COG will broker among operational units, sponsors, government programs and labs, academia, and vendors to put together teams of operators and government/industry engineers to quickly field well-defined solutions to specific operational issues with "shrink wrapped" components designed to be reusable in other applications.

**Secretariat services** such as record keeping, including an Intellectual Property Register and Library; event scheduling; recruiting and maintaining membership.

**GOVERNANCE**
Acting President: A representative of the acting host organization serving as acting president of the W2COG Institute under legal terms required for incorporation of a non-stock company until members elect a replacement.

Executive Group: The Members of the Institute will elect an Executive Group consisting of at least a President, Executive Secretary, and Treasurer, but may be amended from time to time as deemed appropriate by the Chief Executive Officer.

Chief Executive Officer: The acting or elected President will serve as the Institute's Chief Executive Officer until and unless, he/she and the Board of Directors engage the services of an independent Chief Executive.

Board of Directors: The initial board of five members was selected by the Acting President under legal terms required for incorporation of a non-stock company. Ultimately the Board of Directors will consist of approximately twelve members. Candidate Directors will be identified by the President or Chief Executive, or by qualified W2COG Institute sponsors, but elected into office by Institute Members. The Board of Directors will be selected based on their capacity to embody and best represent multi-national government, industry and academia membership of the institute at the time of election.

Technical and Architectural Oversight Committee (TAOC): Institute Members will elect a chairman and twelve Officers at large to form a Technical and Architectural Oversight Committee that will encompasses an appropriate mix of government, industry and academic representation and demonstrable NCO operational, engineering, or acquisition expertise. A minimum of three members of the TAOC will represent expertise in current military (or other compelling high-stress domains) operational doctrine and requirements. The TAOC’s mandate will be to define the technical agenda of the Institute and establish the repeatable process and criteria for achieving rapid consensus on technical recommendations. The TAOC Chairman and Officers will normally serve for two years with staggered terms of office to preclude overly disruptive turnover. The Chief Executive will serve as final arbiter for the TAOC as required.

INTELLECTUAL PROPERTY RIGHTS POLICY:

The W2COG Institute adopts this Intellectual Property Rights Policy (IPR Policy) in order to facilitate the development, demonstration, and delivery of information processing capability to enable Net-Centric Operations (NCO). The use of open standards and open source methods is also incorporated in order to benefit the members of the W2COG Institute by facilitating the delivery of their products and services. This, in turn, can be expected to benefit all users of grid resources and capabilities by making products and services available on a timelier basis. This IPR Policy document sets forth in detail the W2COG Institute’s policy regarding the ownership, disclosure, and licensing of intellectual property and intellectual property rights in regard to the development and implementation of enterprise grids.

1. If an organization or individual participates in W2COG Institute activities, including, without limitation, making contributions or participating or attending in person or by telephone, via the internet, or using electronic mail or fax, that organization or person will be bound by the IPR Policy as a “Participant.”

2. The W2COG Institute owns all documents, publications, software, test jigs and fixtures, and other works which are created by the W2COG Institute, including, without limitation, the W2COG Mission Threads, any W2COG Standards or standard recommendations, (collectively the "W2COG Institute Works") and any and all copyrights therein, subject only to the W2COG Institute Licenses granted by Participants in Section 4 below. Each final published W2COG Institute document will include an “End-User License” in substantially the form attached as Appendix A to this IPR Policy which sets forth the terms for the use of the W2COG Institute document by an “End-
"User," in this case, is defined as an individual or organization who makes, had made, uses, distributes, sells, offers for sale, imports, modifies, reproduces, publishes, publicly performs, displays, or makes derivative works of a product or service using or that is compliant with a W2COG Institute document.

3. A "Contribution" is a written submission by a Participant to the W2COG Institute, one of the Working Groups, or for the "Virtual Grid", which is provided to assist in fielding capability for grids to support NCO. (Non-contributed Intellectual Property may be introduced into a W2COG forum for consideration with the expressed knowledge and permission of the owner, the W2COG Chief Executive, and participants in the forum of interest. In this case, the Intellectual Property owner must clarify disclosure restrictions.) A Participant submits a Contribution in accordance with the following terms and conditions:

(i) with a representation to the W2COG Institute that, to the Participants knowledge at the time of the submission (without any duty to perform a patent search), the submission to the W2COG Institute and the use of the Contribution, or any portion thereof, by the W2COG Institute or Membership or Participants under the terms and conditions of this IPR Policy will not infringe or violate any intellectual property rights of any third party;

(ii) "AS IS, WHERE IS," without warranty or other representation of any kind, expressed, implied, or statutory; and

(iii) with a waiver for any confidentiality rights.

4. For each Contribution made by a Participant, that Participant:

(i) grants to the W2COG Institute, under the Participant’s Intellectual Property Rights in its Contribution a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to make, have made, use, distribute, sell (solely for the recoupment of W2COG Institute costs in connections with its exercise of its rights under the W2COG Institute License (as defined below) of the W2COG Institute Works License) of the W2COG Institute Works (“W2COG Institute Works License”);

(ii) agrees that the W2COG Institute may grant the End-User License with respect to the rights licensed under the W2COG Institute Works License;

(iii) irrevocably assigns, conveys and otherwise transfers to the W2COG Institute, its successors and assigns, all right, title and interest under copyright law in any jointly owned or collective copyrights in the W2COG Institute Works to the W2COG Institute in perpetuity, and all claims and causes of action with respect thereto, together with the right to sue and modify the W2COG Institute Works in any manner that the W2COG Institute in its sole discretion may determine, and further irrevocably waives any and all claims that the Participants may now or hereafter have to such rights, claims and causes of action and to so-called “moral rights” with respect to any W2COG Institute Works; and,

(iv) agrees to execute any documentation reasonably requested by the W2COG Institute to assist the W2COG Institute in establishing or maintaining its rights under the W2COG Institute Works License or the forgoing assignment.

5. To facilitate the W2COG Institute Works development process, each Participant grants to each other Participant a non-exclusive, royalty free, fully paid-up, worldwide license, under its intellectual property rights, in its Contribution to W2COG Institute activities and demonstrations
solely to develop and maintain the W2COG Institute Works ("Works License"). "Works Licenses" received by a Participant terminate upon the Participant’s withdrawal or removal from the W2COG Institute. Work Licenses granted by a Participant continue after such withdrawal or removal. Each Work License is provided "AS IS, WHERE IS" without representation or warranty or any kind, express, implied or statutory.

6. Each Participant shall disclose to the W2COG Institute prior to final publication of any W2COG Institute Works and at any time as requested by the W2COG Institute Works Manager:

   (i) all patents and patent applications (for unpublished patent applications an identification of the portion(s) of the W2COG Institute Works applicable to the application) that the Participant owns that would be infringed by an organization that makes, has made, uses, sells, offers for sale, or imports a product or service using or compliant with that W2COG Institute Work by virtue of its product’s or service’s use or compliance with the W2COG Institute Works ("Patent Rights"); or

   (ii) whether the Participant will grant End-Users, under its Patent Rights, the Royalty-Free License (as defined in the End-User License) with respect to the use of the W2COG Institute Work.

To the extent that a Participant does not disclose its Patent Rights within the time allotted by the Works Manager (but in any event within ten (10) days prior to final publication of such a W2COG Institute Work), such Participant is deemed to have agreed to grant the Royalty-Free license under it Patent Rights, if any, and the Participant will be foreclosed and estopped from challenging the validity and effectiveness of such a Royalty-Free License. The W2COG Institute will give Participants at least thirty (30) days notice prior to final publication of any W2COG Institute Work.

7. Any Participant who either (i) discloses to the W2COG Institute that it is willing to grant the Royalty-Free License under Section 6 above, or (ii) is deemed to have agreed to grant the Royalty-Free License under Section 6 above, hereby grants the Royalty-Free License on the terms and conditions set forth in the End-User License effective upon the publication of the final version of an applicable W2COG Institute Work.

8. THE W2COG, THE W2COG INSTITUTE, PARTICIPANTS, AUTHORS, AND INTELLECTUAL PROPERTY RIGHTS HOLDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND INDEPENDENT CONTRACTORS, MAKE NO REPRESENTATIONS OR WARRANTIES TO EACH OTHER OR TO END-USERS, EXPRESS, INIMPLIED OR STATUTORY, WITH RESPECT TO THE W2COG INSTITUTE WORKS, ANY LICENSE GRANTED PURSUANT TO THIS IPR POLICY, OR ANY INTELLECTUAL PROPERTY RIGHTS LICENSED PURSUANT TO THIS IPR POLICY, INCLUDING, BUT NOT LIMITED TO WARRANTIES: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) THAT THE CONTENTS OF ANY W2COG INSTITUTE WORK IS FREE FROM ERROR OR SUITABLE FOR ANY PURPOSE; OR (C) THAT MAKING, USING OR SELLING A PRODUCT OR SERVICE USING OR COMPLIANT WITH A W2COG INSTITUTE WORK WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL THE W2COG, THE W2COG INSTITUTE, PARTICIPANTS, AUTHORS OR INTELLECTUAL PROPERTY HOLDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR INDEPENDENT CONTRACTORS, OR ANY OF THEM, BE LIABLE TO EACH OTHER OR TO ANY END-USER FOR ANY DIRECT INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY USE OF ANY OF THE W2COG INSTITUTE WORKS OF THE LICENSE GRANTS IN THE END-USER LICENSE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON ANY INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF SUCH ORGANIZATIONS AND PERSONS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. An End-User may assert the Royalty-Free License and any estoppel rights it has defensively in an infringement action or in response to a demand letter or similar notice from an intellectual property rights holder, or may bring a declaratory judgment action as to the scope or validity of the Royalty-Free License, but an End-User is not otherwise given affirmative rights to sue based on this IPR Policy, the Royalty-Free License, or such estoppel rights. Neither the W2COG Institute, nor any Participant will have any obligation to any End-User to file suit against any Participant or third party to enforce the Royalty-Free License or any other right or obligation under this IPR Policy on such End-Users behalf. No Participant is obligated to disclose any technology or other information to any Participant or End-User as a result of any license granted pursuant to this IPR Policy.

10. It is the W2COG Institute’s policy to make every commercially reasonable effort to develop W2COG Institute Works that do not require the use of patent rights belonging to third parties who have not granted a Royalty-Free License with respect to such patents. However, the W2COG Institute reserves the right to decide in its sole discretion whether to proceed with or modify a W2COG Institute Work, and under what terms, as to which it learns that such patent rights might exist.

11. A Participant is free to fully exploit its intellectual property rights independently of the W2COG Institute activities in any manner that does not violate a Participant’s express obligations under this IPR Policy. Further, Participants may, and are encouraged to, introduce artifacts that include components with non-contributed and non-disclosed Intellectual Property into W2COG Institute processes.

12. The Royalty-Free License is granted on a W2COG Institute Work-by-W2COG Institute Work basis. If a Work Group begins to develop a W2COG Institute Work in which a Participant does not wish to participate, such Participant will notify the W2COG Institute in writing as soon as practicable. If a Participant does not thereafter participate in a Work Group activity for a new W2COG Institute Work, the Participant will not be obligated to grant the Royalty-Free License in connection with the new W2COG Institute Work. If, however, the new W2COG Institute Work incorporates an earlier W2COG Institute Work with respect to which the Participant has granted the Royalty-Free License, the Royalty-Free License will extend solely to that portion of the new W2COG Institute Work, as incorporated. The Participant’s Royalty-Free License grant will not cover any intellectual property or technology in the new W2COG Institute Work that was not in the prior W2COG Institute Work.

13. The W2COG Institute may maintain and make available Participants and End-Users on written request copies of patent disclosures made pursuant to Section 6 of this IPR Policy.

14. This IPR Policy shall be governed by and construed in accordance with the laws of the State of Virginia without giving effect to its principles of conflict of laws. Any legal proceedings commenced by the W2COG or the W2GOC Institute or Participants in respect to this IPR Policy naming the W2COG or the W2GOC Institute as a part shall be commenced in the courts of the State of Virginia.

Signed

Dr Aaron Budgor
Managing Director
W2COG Institute

(Member signature block)