

# MASSACHUSETTS INSTITUTE OF TECHNOLOGY

## THE MIT KERBEROS CONSORTIUM

Consortium Agreement (the "Agreement") by and between the Massachusetts Institute of Technology, having a principal place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 ("MIT") and \_\_\_\_\_ having a principal place of business at \_\_\_\_\_ (the "Member") effective as of \_\_\_\_\_, the "Effective Date."

**WHEREAS**, MIT has established the MIT Kerberos Consortium (the "Consortium") to further develop Kerberos infrastructure enhancements, and to provide leadership to facilitate administration and support of Kerberos and the Member is willing to support and participate in the Program, along with other Members; and

**WHEREAS**, Kerberos is a computer network authentication protocol originally developed by MIT, designed to provide strong authentication for client-server applications by using secret-key cryptography protocol ("MIT Kerberos"); and

**WHEREAS**, the Member wishes to participate in the Consortium to further develop Kerberos infrastructure enhancements, and to provide leadership to facilitate administration and support of Kerberos, and for other purposes, which are more fully set forth below and in Appendix A of this Agreement (collectively referred to as the "Program"); and

**WHEREAS**, the Member's participation in the Consortium and cooperation with MIT under this Agreement will further the instructional and research objectives of MIT in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

**NOW, THEREFORE**, the parties hereto agree as follows:

- 1. PROGRAM DESCRIPTION.** MIT agrees to use reasonable efforts to conduct the Program as described in the overview that appears in the Benefits Statement as described in Appendix A to this Agreement.
- 2. PROGRAM DIRECTOR.** The Program will be supervised by Stephen Buckley, Executive Director, Kerberos Consortium and Sam Hartman, Chief Technologist for the MIT Kerberos Consortium. If, for any reason, Stephen Buckley and Sam Hartman are unable to continue to serve in these capacities, the Member will be notified of their successors, who will be appointed at the discretion of MIT. All Program matters will be managed and administered subject to the discretion and authority of the Program Directors.
- 3. TERM OF AGREEMENT.** The Initial Term of Membership ("Initial Term") shall begin on the Effective Date and shall continue in full force and effect for three (3) years from the first day of the calendar quarter in which the Effective Date falls ("Anniversary Date"). Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on the Anniversary Date unless Member notifies MIT of its intent not to renew the Agreement at least ninety (90) days prior to the end of the then-current term of Membership. For all Renewal Terms the Member agrees to pay an Annual Fee equal to the then-current Initial Fee for their membership category.

4. **PAYMENT.** The Member shall make annual payments to MIT in U.S. dollars, net of taxes or impost of any kind, upon full execution of this Agreement and annually within thirty (30) days Members Anniversary Date, as follows:

\$ \_\_\_\_\_ due by \_\_\_\_\_.

\$ \_\_\_\_\_ due by \_\_\_\_\_.

\$ \_\_\_\_\_ due by \_\_\_\_\_.

5. **TERMINATION.** This Agreement may be terminated by the Member as provided for in Article 3 above, upon written notice to MIT at least ninety (90) days prior to the end of the then-current term of Membership. MIT may terminate this Agreement if (1) the Member fails to make payment to MIT in accordance with Article 4 above and does not remedy the non-payment within thirty (30) days' written notice from MIT or (2) circumstances beyond MIT's reasonable control preclude continuation of this Agreement and, in such case, unused and uncommitted funds may be redirected at the discretion of the Program Director to continue Kerberos enhancement activities or may be returned to the Member on a pro rata basis.

6. **PUBLICATIONS.** MIT will be free to publish information about Program activities performed under this Agreement.

7. **INTELLECTUAL PROPERTY.**

a. **Ownership of Copyrights and Patents.** The Member agrees that all right, title and interest in and to any and all software and documentation created or developed, and in and to all patentable inventions conceived or first reduced to practice solely by MIT, its employees, consultants or students, shall be owned by MIT.

b. **Licenses to Non-Software Patentable Inventions.** Generation of non-software patentable inventions is not contemplated under the Program. Nevertheless, in the event an MIT non-software invention is made, it shall be handled in accordance with U.S. patent law. In the event that a patent application on such an invention is filed by MIT, for each such invention, MIT hereby grants Member a non-exclusive, royalty-free internal use license. Should Member require additional licenses to such non-software patented inventions these rights will be negotiated through the MIT Technology Licensing Office pursuant to the then current publish MIT policy.

c. **License to Software and Documentation.** MIT agrees to grant Member a non-exclusive, sublicenseable, royalty-free license to use, reproduce, modify, translate, distribute, publicly display and publicly perform all software and documentation described in Section 7(a), subject to the notices with respect to copyright, trademarks and disclaimer of liability which shall appear on all copies of the software and documentation provided to Member by MIT, and which must be reproduced on each copy reproduced or distributed by the Member. Member acknowledges that all such software and documentation shall also be made available by MIT to the general public pursuant to the then-current MIT Kerberos open source license.

d. **Joint Intellectual Property.** It is not anticipated that any intellectual property created or developed under this Program shall rise to the level of jointly created or developed intellectual property. However, should MIT and Member jointly develop or conceive inventions or copyrightable materials the patentable inventions and copyrighted materials developed jointly by MIT and Member during the course of Consortium activities shall be jointly owned. Each joint owner shall be entitled to exercise all rights of ownership as provided by law, without, however, an obligation of accounting from one to

the other. Member acknowledges that all such jointly owned inventions, software or other copyrightable materials, or materials owned by Member made available by Member for Consortium activities will be made available to the general public pursuant to the then-current MIT Kerberos open source license.

**8. WARRANTY DISCLAIMER.**

THE PROGRAM PERFORMED BY MIT AND RESOURCES PROVIDED BY THE MEMBER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT ARE WITHOUT EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT THE SAID RESOURCES OR PROGRAM RESULTS DO NOT OR WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL MEMBER RESOURCES ARE PROVIDED TO MIT "AS IS" AND ALL PROGRAM RESULTS ARE DELIVERED TO THE MEMBER "AS IS". MIT SHALL BEAR NO LIABILITY FOR ANY CLAIM, ACTION, DAMAGE OR INJURY ON ACCOUNT OF THE MEMBER'S USE OF ANY OF THE RESULTS OF THE PROGRAM PERFORMED BY MIT HEREUNDER.

IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THAT PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 11 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

- 9. USE OF NAMES.** Member shall not use the name of "Massachusetts Institute of Technology," or any variation, adaptation or abbreviation thereof, or that of any of its trustees, officers, or agents, or any trademark owned by MIT without MIT's written permission. The MIT Technology Licensing Office has sole authority to grant in writing to the Member any approved use of the MIT name, logo, insignia or trademark or the names of any of MIT's trustees, officers, faculty, students, employees, or agents in any press or media announcement.
- 10. NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service, and shall be deemed to have been given or made as of the date received.

**MEMBER**

**MASSACHUSETTS INSTITUTE  
OF TECHNOLOGY**

Name	Erin F. Hall
Title	Contracts Specialist
Office	Office of Sponsored Programs
University	Massachusetts Institute of Technology
Address	77 Massachusetts Avenue, Room E19-750
City/State/Zip	Cambridge, MA 002139
Phone	Phone: (617) 253-3866
Fax	Fax: (617) 253-4734

Email

ehall@mit.edu

11. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party; any attempted assignment is void.
12. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.
13. **EXPORT CONTROLS.** It is understood that MIT is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the Member that the Member will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While MIT agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, MIT cannot guarantee that such licenses will be granted.
14. **INDEPENDENT CONTRACTORS.** Each Consortium Member is acting as an independent contractor and nothing contained in this Agreement is to be construed as creating a partnership, joint enterprise, or any other agency relationship between the parties.
15. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Appendix embody the entire understanding between MIT and the Member for the Member's support of the Program and any selected Infrastructure Project(s) performed under this Agreement, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the Program Description, Membership fees and Term of Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

**MEMBER**

**MASSACHUSETTS INSTITUTE  
OF TECHNOLOGY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen J. McAlarney

Title: \_\_\_\_\_

Title: Associate Director, OSP

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX A**

### **MIT Kerberos Consortium**

#### **Benefits for Members**

##### Thought Leadership

- ⇒ Seat on Executive Advisory Board \*
- ⇒ Influence in Standards Development
- ⇒ Participation in Setting Consortium Development Priorities
- ⇒ Access to the information necessary to implement protocols or interfaces developed by consortium staff
- ⇒ Recognition on Website, Materials and Major Events
- ⇒ Use of Certification Seal on Conforming Products

##### Expertise

- ⇒ Access to Formal Support Organizations
- ⇒ Priority review of feature requests and bug reports
- ⇒ Access to Interoperability Testing and Certification Programs
- ⇒ Integration and Architecture Assistance
- ⇒ Priority Access MIT Expertise, Coordination and Evangelism

##### Tools

- ⇒ Access to Best Practices White Papers
- ⇒ Access to Documentation Library
- ⇒ Student Recruiting Events
- ⇒ Private Website
- ⇒ Early access to analysis, case studies and integration studies.
- ⇒ Access to Kerberos Testing and Interoperability Tools
- ⇒ Use of MIT developed Implementations without Fees

##### Knowledge Sharing Events

- ⇒ Invitation to Executive Briefing Event
- ⇒ Invitation to Interoperability and Testing Workshops
- ⇒ Invitation to Annual Conference
- ⇒ Member-Hosted Event
- ⇒ Privileged Participation Rights in all events, including Clients and Partners.
- ⇒ Kerberos Fellow In Residence (optional)\*\*

\*Requires minimum investment of \$50,000.00 USD

\*\*May require additional investment.