**NATIONAL IDENTITY EXCHANGE FEDERATION CENTER**

**MEMBERSHIP AGREEMENT**

This agreement (“Agreement”) is made by and between

**GEORGIA TECH APPLIED RESEARCH CORPORATION**, a Georgia nonprofit corporation having a business at 505 Tenth Street, Atlanta, Georgia 30332-0420

(hereinafter referred to as “GTARC”)

and

**<AGENCY NAME>,** having its offices at **<AGENCY ADDRESS>** (hereinafter referred to as “Agency”).

SUBJECT

The purpose of this Agreement is to accomplish the following purposes through the establishment and support of the National Identity Exchange Federation Center (hereinafter referred to as “NIEF Center”) at the Georgia Institute of Technology (GIT):

* To advance and support programs that facilitate the sharing of justice and public safety information among Federal, state, local, and tribal justice and public safety agencies in a timely and cost efficient manner, and
* To enable, operate, maintain, enhance, and expand the secure, standards based, inter- and intra-state sharing of information through the Global Federated Identity and Privilege Management (GFIPM) concept, and
* To provide education concerning the associated standards and concepts of operation, and
* To establish, operate, govern, and maintain the National Identity Exchange Federation (NIEF) and perform the role and all of the associated duties and responsibilities of the Federation Manager on behalf of the members of the NIEF Center.

Information sharing with and among state, local, tribal, and federal agencies will be stimulated by Membership in the NIEF Center and participation in the NIEF.

GTARC is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (Code) and is a supporting organization of the Georgia Institute of Technology (“GIT”) under Section 509(a)(3) of the Code. Employees, independent contractors, subcontractors, consultants, and student assistants of GIT will facilitate and perform the activities of the NIEF Center in furtherance of the tax-exempt charitable purposes of GTARC, which functions as an extension of GIT.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. The NIEF Center plans to conduct activities consistent with the above purposes and invite interested organizations to become members (hereinafter “Member(s)”) and participate in the activities conducted therein. The governance, organization, and operation of NIEF and its supporting NIEF Center together with terms and conditions of membership are set forth herein and in the Bylaws and other governance documents (which may be amended and adopted from time to time under the governance structure set forth).
2. The undersigned agency hereby becomes a Member of the NIEF Center as of the date of the last signature below, subject to the terms of the Membership and accompanying Participation Agreements and NIEF Center Bylaws. The Member shall be entitled to appropriate privileges defined in these Agreements and NIEF Center Bylaws. The Member agrees to support the coordination, facilitation, and education programs of the NIEF Center through its Membership and by encouraging its employees to participate in NIEF Center activities.
3. GTARC on behalf of the NIEF Center at GIT and Agency shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. GTARC and Agency shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.
4. Neither GTARC on behalf of the NIEF Center at GIT nor Agency shall have any right to assign this Agreement without the prior written consent of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
5. The laws of the State of Georgia shall govern this Agreement without reference to any conflicts of laws provisions that would apply under the laws of another state.
6. It is understood that this Agreement may be modified only under terms mutually agreed upon in a duly executed amendment to this Agreement.
7. This Agreement along with documents referenced herein is the entire Agreement between the parties and supersedes any and all prior oral and written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement.
8. GTARC on behalf of the NIEF Center at GIT and Agency have caused this Agreement to be executed by duly authorized representatives on the date indicated below with the Effective Date of membership as indicated on any accompanying Participation Agreements attached to this Agreement.

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| **<AGENCY NAME>**  By:  <Signatory Name>  <Signtory Title>  <Agency Name>  Date: \_\_\_\_\_\_\_\_\_\_\_\_ | **GEORGIA TECH APPLIED**  **RESEARCH CORPORATION**  By:  Date: \_\_\_\_\_\_\_\_\_\_\_\_ |