



Membership Agreements and NDAs

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Purpose

Frame relationship and expectations

Membership fees

Confidentiality

IP rights

Names and trademarks



Flexible

Legal context

Parties

Inter-institutional agreement

Keep it simple

Termination allows updates

Flexible fee schedule

Avoid "going through legal"



Simple

Auto-renew!

Everyone on same billing cycle
Annual fee payable at start of year
No prorating, no refunds
Logo use opt-out
Agreement as fillable PDF form



Minimizing Friction

Explicitly address contamination
Be very clear about IP rights
Affiliate companies
Non-threatening obligations
Optional dual signature



Facilitating

Pre-approved two-way NDA as appendix
Two-year confidentiality minimum
Match guest NDA terms



Discussion

Who negotiates licenses at other ERCs?

Owning institution or pooling?

How are other ERCs dealing with affiliate companies?

Common NDA terms?

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