

BloodPAC

BLOOD PROFILING  ATLAS IN CANCER

Government Entity Membership Agreement

This **BLOODPAC CONSORTIUM MEMBER AGREEMENT** (the “Agreement”) is made and entered into by and among, **CENTER FOR COMPUTATIONAL SCIENCE RESEARCH, INC.**, an Illinois General Not For Profit Corporation, located at 400 Lathrop Avenue, Suite 90, River Forest, IL 60305 (“**CCSR**”) and _____ (“**Member**”), an entity of the United States government. Each entity is referred to herein as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, the BloodPAC Consortium (“**BloodPAC**”) is a division of CCSR;

WHEREAS, the Member wishes to participate in BloodPAC, the purposes of which are more fully set forth below and in the version of Appendix 1 attached hereto as Exhibit A, which is hereby incorporated into this Agreement by reference;

WHEREAS, CCSR has agreed to the Member’s participation in BloodPAC, subject to said terms and conditions; and

WHEREAS, the Member’s participation in and cooperation with BloodPAC under this Agreement will further the instruction and research objectives of BloodPAC in a manner consistent with CCSR’s status as a non-profit, tax-exempt institution.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purposes of BloodPAC

The mission of BloodPAC is to accelerate the development and validation of liquid biopsy assays to improve the outcomes of patients with cancer. To do so, BloodPAC will develop and operate a collaborative infrastructure that enables sharing of information between stakeholders in industry, academia, and regulatory agencies, support the advancement of research in liquid biopsy assays, develop open standards, develop open source software, manage data commons and related cloud computing infrastructure, run meetings, workshops and other events, and in general to advance the state of the art in liquid biopsies, consistent with CCSR’s status as a non-profit, tax-exempt institution.

2. Membership Term

Each membership year shall commence on January 1 and end December 31 of the same calendar year.

3. Rights and Obligations of BloodPAC

a. CCSR hereby represents and warrants that CCSR shall be responsible for, and shall ensure compliance by BloodPAC, all of BloodPAC's rights and obligations under this Agreement.

b. BloodPAC shall have the following rights and obligations under this Agreement, which rights and obligations are more fully described in Appendix 1:

(i) BloodPAC shall use diligent efforts to provide the vendor-neutral architectural and administrative leadership required to accomplish BloodPAC's goals.

(ii) BloodPAC shall use the Member fees as outlined in Appendix 1.

(iii) BloodPAC shall establish and maintain a committee comprised of one representative of each Member organization (the "**Advisory Committee**") that shall operate as set forth in Appendix 1.

(iv) BloodPAC shall establish and maintain BloodPAC Working Groups, as further set forth in Appendix 1.

(v) Overall direction of BloodPAC shall be the responsibility of an BloodPAC-appointed Chair ("**Chair**"), who shall have the ultimate authority for all BloodPAC activities, as further set forth in Appendix 1.

(vi) BloodPAC shall coordinate, maintain and distribute standards and documentation created under the auspices of BloodPAC, as set forth in Appendix 1.

(vii) BloodPAC shall establish and maintain Internet connections and computer resources to facilitate the work of the BloodPAC.

4. Rights and Obligations of the Member

The Member shall have the following rights and obligations under this Agreement, which rights and obligations are more fully described in Appendix 1:

- a. The Member may appoint one representative to serve on the BloodPAC Advisory Committee.
- b. The Member may appoint a representative to BloodPAC Working Groups.
- c. The Member shall have access to standards and documentation produced by BloodPAC prior to release of such standards and documentation to non-members, as set forth in Appendix 1.
- d. Subject to the restrictions contained in this Agreement, the Member may incorporate BloodPAC standards and documentation into products at any time after release of the standards and documentation to BloodPAC members has been approved by the Chair.
- e. The Member agrees to abide by the terms of the IPR policy of the BloodPAC as it appears at <https://www.bloodpac-data.org/data-group/>. The Member acknowledges that some of its obligations under the IPR policy may survive the termination of this Agreement and its membership in the BloodPAC, as more fully described in such IPR policy. BloodPAC acknowledges that the Member is not obligated to announce or market any product or service, or to implement any BloodPAC specification.

5. Confidentiality

- a. The Parties hereby agree that all disclosures made by the Parties in any proceeding pursuant to this Agreement shall be deemed to be non-confidential information.
- b. In the event either Party wishes to disclose any confidential information to the other Party, the Parties shall discuss the execution of an appropriate non-disclosure agreement, as necessary.

6. Notices

All notices or other communications to or upon either party shall be in writing delivered by first class, air mail or facsimile, dispatched to or given at the following addresses:

For CCSR:

Chair, CCSR
Center for Computational Science Research, Inc.
400 Lathrop Avenue
Suite 90
River Forest, IL 60305

UNITED STATES

For the Member:

In the event notices and statements required under this Agreement are sent by certified or registered mail by one Party to the Party entitled thereto at its above address, they shall be deemed to have been given or made as of the date received.

7. Dissolution of CCSR; Termination

a. *Dissolution of CCSR*

CCSR shall have the right, upon sixty (60) days prior written notice, to dissolve by terminating all BloodPAC Member Agreements.

b. *Termination for Convenience*

CCSR or the Member may at any time terminate this Agreement, with or without cause, by providing sixty (60) days written notice to the other Party of its desire to terminate this Agreement.

8. BloodPAC DISCLAIMER

CCSR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY STANDARDS OR DOCUMENTATION PROVIDED OR MADE AVAILABLE TO THE MEMBER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT STANDARDS AND DOCUMENTATION DOES NOT INFRINGE THE PROPRIETARY RIGHTS OF THIRD PARTIES, INCLUDING PATENTS, COPYRIGHTS AND TRADE SECRETS. THE MEMBER AGREES THAT ALL STANDARDS AND DOCUMENTATION SHALL BE ACCEPTED BY THE MEMBER "AS IS." IN NO EVENT SHALL BloodPAC, ITS MEMBERS, OR ITS WORKING GROUPS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES, OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY FROM THE FURNISHING OF OR MEMBER'S USE OF BloodPAC STANDARDS AND DOCUMENTATION.

9. U.S. Laws, Regulations and Directives

Nothing in this Agreement shall preclude Member from complying with U.S. laws, regulations, or directives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

**THE CENTER FOR
COMPUTATIONAL SCIENCE
RESEARCH**

THE MEMBER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to BloodPAC Consortium Member Agreement]

**EXHIBIT A
APPENDIX 1**

EXHIBIT B
NOTICE AND LICENSE