



**University of Massachusetts Lowell**  
**Office of Research Administration**

600 Suffolk Street  
2<sup>nd</sup> Floor South  
Lowell, MA 01854  
978-934-4750

## **Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (GAMBIT)**

### **MEMBERSHIP AGREEMENT**

This Membership Agreement (“Agreement”) is made this \_\_\_\_\_ (“Effective Date”) by and between the University of Massachusetts Lowell (hereinafter, “University”), a public institution of higher education of the Commonwealth of Massachusetts with its principal place of business at 600 Suffolk Street, 2<sup>nd</sup> Floor South, Lowell, Massachusetts 01854, for and on behalf of its Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (“GAMBIT”) and \_\_\_\_\_ (“Member”), a \_\_\_\_\_ (corporation, university, not-for profit entity, government agency) with its principal place of business at \_\_\_\_\_.

WHEREAS, University has compiled, and continues to compile, space weather data (“Weather Data”);

WHEREAS, \_\_\_\_\_ desires to become a Member of GAMBIT, and by doing so, obtain access to such Weather Data as described herein. The parties hereby agree to the following terms and conditions:

A. GAMBIT will be operated by the University and will in part be supported and sustained by membership fees paid in by its members. The mission statement of GAMBIT is set forth in Exhibit A.

B. Any university, company, non-profit entity, government agency, federal research and development organization, or any government-owned contractor operated laboratory may become a Member of GAMBIT.

C. Member agrees to pay an annual Membership fee as outlined in Exhibit B and as dictated below, payable Net forty-five (45) days from execution of Agreement and July 1 of each year thereafter. Member shall make the payment to “University of Massachusetts Lowell” and send to Attn: Kathleen J Zeneri, UMass Lowell Office of Research Administration, 600 Suffolk Street, 2<sup>nd</sup> Floor South, Lowell, MA 01854; email: Kathleen\_Zeneri@uml.edu. Member will join GAMBIT with the intention of remaining a fee paying member for at least two (2) years. However, Member may terminate this Agreement by giving University sixty (60) days written notice. Membership fees paid are non-refundable.

Level of Membership chosen (check one):

- Historical data (except latest 3 days), to include commercial use: \$9,995 annually
- Historical data, with yearly downloads of SQL-accessible database files: \$16,000 annually
- Real-time data<sup>1</sup> and historical data, to include commercial use: \$12,000 annually
- Real-time data and historical data, to include commercial use -- academic institutions and non-profit entities only: \$6,750 annually

D. A portion of the annual Membership fee may be offset for Members that are ionosonde observatories routinely contributing near real time ionogram data to University for processing.

E. In the event that Members desire additional reporting or analysis of data, a separate funding agreement will be negotiated between Member and University.

F. All Weather Data disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of University. Use of Weather Data is restricted to Member and its subsidiaries and contractors and cannot be shared, loaned, or sold to third parties. Upon termination of this Agreement, Member shall cease using the Weather Data.

G. Member will be assigned an account name and password to access the GAMBIT database. Use of a Member’s account name and password is restricted to employees of Member only and cannot be shared with third parties. Use of a Member’s account name and password by anyone other than an employee of Member may be cause for deactivation of account and termination of Membership.

H. Member is expected to exercise reasonable caution in repeated queries of the GAMBIT repository so as to avoid an unintended denial of service issue. For practical purposes, maximum cadence of the database queries shall be limited to 0.2 Hz.

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<sup>1</sup> The real-time GAMBIT data become retrospective after the expiration period of three days since the actual time of sensor measurements.

I. An Advisory Board is responsible for GAMBIT long-term planning. It will include representatives of University and Members and will (1) formulate continuing RTD road map and recommendations to the GAMBIT development team, (2) ensure quality control and validate the data services, and (3) arrange and support the user training activities.

J. Each party hereby acknowledges and agrees that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export and re-export of controlled items and technical information. Without limitation, each party shall comply with all such applicable laws and regulations.

K. University and Members may wish, from time to time, in connection with activities associated with this Membership Agreement, to disclose confidential information to each other (“Confidential Information”). University and Members will use the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable efforts, to prevent the disclosure of any Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient’s obligation shall not apply to information that (a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; (b) is already in the recipient’s possession at the time of disclosure thereof; (c) is or later becomes part of the public domain through no fault of the recipient; (d) is received from a third party having no obligations of confidentiality to the disclosing party; (e) is independently developed by the recipient; or (f) is required by law or regulation to be disclosed.

L. This Agreement may not be assigned by Member without the prior written consent of University, which consent may not be unreasonably withheld or delayed, except in the event of a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

M. University reserves the right to refuse membership or terminate an existing membership if Member or potential Member is in violation of any federal or state law or statute.

N. MEMBER ACKNOWLEDGES THAT WEATHER DATA IS PROVIDED ON AN “AS IS” BASIS. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE WHATSOEVER, EXPRESS OR IMPLIED, REGARDING WEATHER DATA. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

O. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of any conflicts of law principles.

P. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to membership in GAMBIT, and no

amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the undersigned party has executed this Membership Agreement by its respective duly authorized representative.

UNIVERSITY OF MASSACHUSETTS  
LOWELL

[NAME OF MEMBER]

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

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

Name: Susan Puryear

Name: \_\_\_\_\_

Title: Director,  
Office of Research Administration

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

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

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

## Exhibit A

# Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium

## Mission Statement

The mission of the Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (GAMBIT) is to provide the Consortium participants access to the real-time and retrospective space weather data, in both display and numerical formats, that are generated and managed at the University of Massachusetts Lowell using the sensor measurements, data processing, modeling, analysis, and data and facility management resources developed and operated by the UML personnel for the GAMBIT project.

## Exhibit B

# Membership in Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (GAMBIT)

## Details of membership levels

Levels of Membership:

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*Historical data, to include commercial use: \$9,995 annually*

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- Access to GAMBIT database at Lowell GIRO Data Center;
- Updated coefficients of the CCIR (IRI) expansion for synthesis of the global weather maps of the critical frequency of the F2 layer (foF2), the peak height of the F2 layer (hmF2), and the profile shape parameters B0 and B1, available at 15 minute cadence **three days prior to the current time and earlier**; and
- GAMBIT Explorer software for interactive access and visualization of GAMBIT data.

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*Real-time data and historical data, to include commercial use: \$12,000 annually*

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- Access to GAMBIT database at Lowell GIRO Data Center;
- Updated coefficients of the CCIR (IRI) expansion for synthesis of the global weather maps of the critical frequency of the F2 layer (foF2), the peak height of the F2 layer (hmF2), and the profile shape parameters B0 and B1, available at 15 minute cadence 8 minutes prior to the current time and earlier;
- GAMBIT Explorer software for interactive access and visualization of GAMBIT data.

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*Historical data, with yearly downloads of SQL-accessible database files:  
\$16,000 annually*

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- Copy of the GAMBIT database installed at member organization;
- Rapid local access to large volumes of weather data; and
- Installation package for the GAMBIT database and example source code of reader software

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*Academic Research access, to include commercial use: \$6,750 annually*

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- Applicable to commercial uses at academic institutions and non-profit entities only;
- Access to real-time and historic GAMBIT data at Lowell GIRO Data Center.

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*Historical data, excluding commercial use: free of charge*

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- Applicable to non-commercial uses at academic institutions and non-profit entities only;
- Access to GAMBIT database at Lowell GIRO Data Center for products three days prior to the current time and earlier.