



MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement (herein referred to as the “Agreement”), dated _____, is entered into between Mississippi Enterprise for Technology, Inc. (MsET), a 501(c)(3) corporation in the State of Mississippi (herein referred to as the “Corporation” and _____, a _____ (corporation, LLC, sole proprietorship) in the State of _____ (herein referred to as the “Client”).

RECITALS

The Corporation serves as the Technology Transfer Office for the State of Mississippi. With main offices located at Stennis Space Center, the Corporation operates a business incubator within the Mississippi Technology Transfer Center and supports economic development initiatives. The objectives of these roles are: 1. to assist fledgling companies to develop and grow, and 2. to support existing businesses in doing business in the southeast region, with a particular emphasis on Stennis Space Center.

The Client seeks to receive support from the Corporation either as a resident or affiliate.

The Agreement, in conjunction with other documents, including a lease (if the Client is a resident within Corporation spaces), NASA policies and procedures for building use, and any Corporation Policies, Procedures, or Handbooks in effect at the time of the Agreement; will govern the business relationship between the Corporation and the Client, and set forth the terms and conditions for the Client’s use of the facilities and services provided by and through the Corporation.

AGREEMENT

The sections that follow identify various items that govern the relationship between the Corporation and the Client. The Client acknowledges the sections have been carefully read, are clearly understood, and agrees to each provision.

1.0 Services. The Corporation has established a series of services offered to Clients, which is maintained as a List of Services. The Corporation commits to the upkeep of listed services and will continue to develop additional services as relevant and within funding constraints.

The Client agrees to remain informed of the services offered and to utilize them to the greatest extent possible. The List of Services will be made available to the Client via the MsET website.

1.1 Incubating Client Meetings. For any Client identified as an Incubating Client, one-on-one meetings will be established and will be attended by a designed contact or contacts from the Client’s management. The Client agrees to identify their business needs and desired next steps to the

Corporation, which will make every attempt to assist in addressing them in the most appropriate manner for the Client.

If the Incubating Client does not participate in this program, they will no longer be classified as an Incubating Client. The Incubating Client understands that there is a cost implication associated with non-participation.

2.0 Meetings and Seminars. Periodically, the Corporation will hold meetings and seminars for Clients. The Client will be offered free or discounted participation in these events. A list of such meetings will be maintained on the List of Services.

2.1 Client Attendance at Meetings. The Client agrees to actively participate in meetings and seminars as relevant to their business needs. Many meetings feature time for networking with similar Clients, local government agencies, as well as large businesses and may be invaluable to the Client's forward business progress.

If the Client fails to attend one (1) meeting over a six-month period, the Corporation reserves the right to cancel the Agreement.

3.0 Resident Clients. The Corporation provides additional services to resident Clients based on their need for physical space at Stennis Space Center and other possible locations. Additionally, the Corporation seeks to expose Clients to various public and private dignitaries. Tours through Corporation space may be arranged on occasion to accommodate requests for further information about Clients. Advance notice, whenever possible will be given, but cannot be guaranteed based on the time frame of tour requests. Advance notice will always be given if the Corporation has a need to enter into private office spaces when no representatives of the Client are present.

3.1 Client participation. Clients agree to allow the Corporation to provide tours of leased space. When requested, Client agrees to provide a point-of-contact familiar with the Client's core business offerings to speak briefly on Client capabilities. Client will keep workspace as appropriate as possible for such tours.

If the resident Client does not participate in tours as requested, the Client may be excluded from future tours. Consideration will be given on this point provided sufficient notice of the tour was not given.

4.0 Economic Impact Information. On a regular basis, the Corporation must report economic impact information to government agencies and the State of Mississippi. Additionally, this information is used in marketing materials for the Corporation and for community relations. To the greatest extent possible, the Corporation will provide a minimum of 30 days required for Client response to such requests for information.

If the Client does not provide needed data in a timely manner, the Corporation may revoke Client's affiliate status.

4.1 Client Information. The Client agrees to provide information on an annual basis to support Corporation's efforts to assess economic impact. On occasion, the Corporation may require said information on a more frequent basis. More frequent information gathering will focus on special assessments and will be performed at the most minimal interval necessary to meet that requirement.

4.2 Client Badges. If a Client is a resident (i.e., leasing space from the Corporation), they are eligible for a Stennis badge for each employee. Badges are obtained through the Corporation at a cost that is consistent with the NASA rate per person. Non-resident Clients (i.e., those not leasing space from the Corporation) are not eligible for Stennis badges but are eligible for visitor badges based on the need to meet directly with Stennis-based personnel. A visitor badge for a day, or longer if appropriate, can be obtained by contacting the Corporation. An agenda for meetings scheduled must be provided to the Corporation prior to granting access, including the name and contact information for each meeting. The Corporation will contact the persons identified to verify meetings scheduled. Once confirmed, the Corporation will notify the Client. Note that NASA requires additional paperwork for visitors who are citizens of foreign countries and does not guarantee access in all cases. For additional information on visits by foreign nationals, contact the Corporation.

All Client personnel, whether accessing Stennis regularly and possessing a Stennis badge or visiting Stennis on a less regular basis under a visitor's badge, must comply with the rules and regulations set forth by NASA. These can be found as a link on the Corporation website. Note that NASA regulations prohibit those on parole or probation, or awaiting a court date for a felony charge access to Stennis property.

Failure to abide by this clause and/or the rules and regulations set forth by NASA will result not only in the termination of the Agreement, but may lead to denial of access to all Stennis properties.

5. Mailing Address. The Corporation will provide a mailing address for any Client, should the Client desire a Stennis-based mailing address. The format to be used for any Client using their MSET affiliation for mail handling shall use the following:

<Name of Person/Company>
c/o Mississippi Enterprise for Technology
Building 1103
Stennis Space Center, MS 39529

Failure to provide the correct address may result in misdirection of mail on behalf of the Stennis Mail handling process.

CONFIDENTIAL INFORMATION AND INDEMNIFICATION

1. Confidential Information. The Corporation recognizes that it will be privy to Client information of a sensitive and confidential business nature. The Client may receive advice from the Corporation that is based on independent research and personal background/experience.

The Corporation agrees not to disclose information that will be detrimental to the Client's business efforts. A separate Non-disclosure agreement is available at the request of the Client.

The Client agrees not to discuss recommendations made to the Client with other Clients, possible Clients, or other entities, with the exception of referring others to the Corporation.

2. No Guarantee. The Client acknowledges and agrees that the Corporation cannot guarantee that its services will result in success of the Client. The Corporation will strive to provide the most appropriate information and recommendations to the Client; however, the Client is solely responsible for the actions taken and decisions made based on such recommendations. The Client hereby agrees not to use Corporation officers, directors, employees, agents, consultants, service providers, volunteers, or other representatives for any claim related to such matters.

3.0 Indemnification. The Client agrees to indemnify and hold harmless the Corporation, its officers and directors, employees, agents, consultants, service providers, volunteers, or other representatives from and against any and all liabilities, losses, damages, actions, claims, or expenses suffered or incurred that result from a breach of any agreements between parties. This section survives the termination of the Agreement.

Failure to comply with these terms may result in termination of the Agreement. See termination clause below.

TERMINATION

Either party may terminate the Agreement under the following conditions:

1. For any reason with 30 days notice to the other party
2. In the event that either party breaches any of the terms herein and fails to comply within 5 calendar days
3. In the event false or misleading information was intentionally provided to either party

NOTICES

All changes to the Agreement will be provided to the Client via written notice. All requests for changes to the Agreement must be submitted in writing to the Corporation for consideration. All such notice and requests must be addressed to:

Master Relationship Agreement
Mississippi Enterprise for Technology

If to the Corporation:

Charles E. Beasley
Mississippi Enterprise for Technology, Inc.
Building 1103
Stennis Space Center, MS 39529
Charles.E.Beasley@nasa.gov

If to the Client:

Name: _____

Address _____

E-Mail _____

No other third party shall be designated to receive notices unless a request for change is made in writing to the other party.

AMENDMENTS

The Agreement shall be amended, modified, or changed by written notification only and not without consent of both parties.

SEVERABILITY

To the greatest extent possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws in the states under which the Corporation and Client are incorporated. In the event any provision is identified as unenforceable or invalid under applicable law, the provision shall be ineffective; however, other provisions will remain in effect.

This Master Relationship Agreement has been executed by the parties as of the date first above written:

“Corporation”

Charles E. Beasley
President and CEO, Mississippi Enterprise for Technology, Inc.

Master Relationship Agreement
Mississippi Enterprise for Technology

“Client”

Printed Name of Client Representative _____

Title/Corporation Name _____