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**UNIVERSITY OF NORTH TEXAS
Denton, Texas**

**MEMORANDUM OF UNDERSTANDING
NET-CENTRIC SOFTWARE TECHNOLOGY**

THIS AGREEMENT is entered into on this 1 day of June, 2005, by and between Southern Methodist University ("SMU"), The University of Texas at Arlington ("UTA"), The University of Texas at Dallas ("UTD"), and the University of North Texas ("UNT"), collectively referred to as "Universities."

WITNESSETH:

Whereas, Universities are mutually interested in furthering the research, development, and education of net-centric software systems; and

Whereas, Universities have the skilled personnel and facilities available to undertake such a project; and

Whereas, Universities desire to combine their respective capabilities and cooperate in designing, seeking funding for, and completing research projects related to net-centric software systems; and

NOW THEREFORE, Universities hereto mutually covenant and agree as follow:

Purpose and Vision

Universities will collectively promote and undertake research, education, technology development, technology transfer, and technological workforce development to enable the north Texas region and United States to transition into the new, net-central operations paradigm. Universities will leverage their academic focus to develop the fundamental research needed for high-quality net-centric software systems. The goal will be to develop a primary source for fundamental software research for the modeling, analysis, design, implementation, verification and validation, testing, deployment, and evolution of net-centric systems. The goal will also be to enhance the education and training of United States citizens or nationals, lawful permanent residents, or aliens properly authorized to work in the United States, all with appropriate security clearances, to meet the future software workforce needs of the north Texas region and United States.

Responsibilities

Universities agree to cooperate in designing research projects that are mutually beneficial and to make available Universities' information, resources, and technical expertise necessary for

successful completion of research projects. Universities agree to pursue industry, state, and federal funding opportunities for research projects, including the National Science Foundation's Industry/University Cooperative Research Center Program.

Use and Disclosure of Proprietary Information

Universities anticipate that under this Agreement it may be necessary for Universities to transfer information of a proprietary nature.

Proprietary Information is defined as technical data and other information (including but not limited to products, substances, organisms, technology, research results or plans, processes, know-how, reports, descriptions, drawings, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to net-centric software technology systems, and is disclosed or delivered by Universities to the other(s), whether by means of written or oral disclosures or otherwise and has been labeled as "Confidential" or "Proprietary" by the disclosing University. In the event of oral disclosure of Proprietary Information, the disclosing University agrees to promptly notify the receiving Party of such oral disclosure, and reduce to writing labeled "Confidential" or "Proprietary" the information within thirty (30) days of such oral disclosure, and referencing the place and date of such oral disclosure and the names of the employees of the receiving University to whom such oral disclosure was made, and including therein a brief description of the information disclosed.

Proprietary Information shall not be copied or reproduced by the receiving University without the express written permission of the disclosing University, except for such copies as may be reasonably required for accomplishment of the purpose stated above. Proprietary Information shall be disclosed only to the director or employees of the receiving University who have a "need to know" in connection with the purpose stated above. Proprietary Information shall not be disclosed by receiving University to any third party without the prior written consent of the disclosing University.

Notwithstanding anything to the contrary in this Agreement, the following information shall constitute non-proprietary information:

1. Information that was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving University;
2. Information that was disclosed by disclosing University to a third party without a duty of confidentiality on the third party;
3. Information that was, at the time of receipt, otherwise known to the receiving University without restriction as to use or disclosure;
4. Information that becomes known to the receiving University from a source other than the disclosing University without a breach of this Agreement by the receiving University;
5. Information that is developed independently by the receiving University without the use of Proprietary Information disclosed to it hereunder; or
6. Information that is disclosed more than five (5) years after it is first received hereunder.

All written data delivered by the disclosing University pursuant to this Agreement shall be and remain the property of the disclosing University, and all such written data, and any copies thereof, shall be promptly returned to the disclosing University upon written request, or destroyed at the disclosing University's option.

No license or conveyance of any rights to any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Proprietary Information.

Notices

All notices or other communications required or permitted under this Agreement given by either party to the other shall be in writing and shall be considered properly given if sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the individuals listed in Attachment A, Notices, which is attached hereto and by this reference incorporated herein for all purposes.

Independent Contractor

This Agreement shall not preclude Universities from bidding or contracting independently from the others on any industry or government program which may develop or arise in the general area of research related to this Agreement or in any other area.

Each University shall act as an independent contractor and not as an agent of the other for any purpose and shall not have any authority to make any commitments of any kind for, or on behalf of, the other Universities without the prior written consent of the other Universities.

Employees of one University shall not be deemed to be employees of the other Universities and will not, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by the other Universities to their employees.

Non-Indemnification

Universities shall not by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Amendments

This Agreement is effective for a period of five (5) years from the date first written above and may be extended, renewed, or otherwise amended at any time by the mutual written consent of the Universities. No modification of this Agreement or waiver of the terms or conditions hereof shall be binding upon Universities unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of Universities.

Assignment

Universities may not assign their rights and/or duties hereunder without the written permission of the other Universities.

Compliance with Laws

Universities shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders in the performance of research projects.

Dispute Resolution

To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Universities to attempt to resolve any claim for breach of contract made by Universities that cannot be resolved in the ordinary course of business.

Interpretation

Universities agree that in the event that any provision(s) of this Agreement is(are) found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect for the term of this Agreement.

Successors and Assignees

This Agreement shall be binding upon and inure to the benefit of Universities and their

respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assignees.

Termination

A University may terminate this Agreement at any time by giving not less than sixty (60) days advance written notice to the other Universities. A termination requested by one University shall not automatically terminate the Agreement between the remaining Universities. Termination or cancellation shall not affect the rights and obligations of the Universities that accrued prior to termination.


Entire Agreement

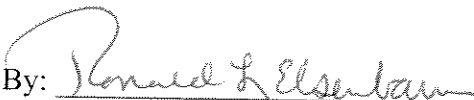
This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SOUTHERN METHODIST UNIVERSITY


THE UNIVERSITY OF TEXAS
AT ARLINGTON

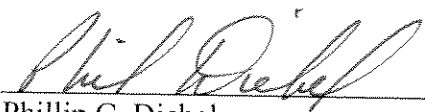
By: 
R. Gerald Turner
President

By: 
Ronald L. Elsenbaumer
Vice President for Research

THE UNIVERSITY OF TEXAS
AT DALLAS

UNIVERSITY OF NORTH TEXAS

By: 
B. Hobson Wildenthal
Executive Vice President and Provost

By: 
Phillip C. Diebel
Vice President for Finance and
Business Affairs

**ATTACHMENT A
NOTICES**

TECHNICAL NOTICES

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