

## **NURSING AND ARTIFICIAL INTELLIGENCE INNOVATION CONSORTIUM MEMBERSHIP TERMS**

These Nursing and Artificial Intelligence Innovation Consortium Membership Terms ("Membership Terms") is made by and between **Florida State University Board of Trustees** ("FSU" or "University"), and **Organization** ("Participant") (individually a "Party" or collectively the "Parties") for the Parties to collaborate as part of the Nursing and Artificial Intelligence Innovation Consortium ("Consortium").

WHEREAS, FSU is engaged in a long-term consortium organization as hereinafter defined; WHEREAS, the Participant desires to participate in and support the Consortium; and WHEREAS, University, subject to these Membership Terms, is willing to continue the Consortium during the Participant's period of support and participation.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, FSU and Participant agree as follows:

### **Section 1. Purpose and Structure**

1. By agreeing to these Membership Terms, the Participant becomes a member of the Consortium.
2. The purpose of the Consortium is for academic institutions, healthcare systems, professional organizations, interested individuals, stakeholders, and industry leaders to form a strategic partnership to collaborate and innovate in the area of artificial intelligence ("AI") and nursing, and the Consortium will be designed to carry out the mission of education and the advancement of knowledge.
3. The Consortium shall be structured and governed pursuant to Appendix A, the Bylaws of the Nursing and Artificial Intelligence Innovation Consortium ("Bylaws"), which is incorporated herein. In the event of any conflicts between the Membership Terms and the Bylaws, the Bylaws shall control and govern activities under the Consortium.
4. In the event that two or more Consortium members are engaged in a relationship under a separate, written agreement unrelated to the Consortium, then the separate, written agreement shall take precedence and govern such relationship for the subject matter of that separate, written agreement, irrespective of these Membership Terms and Bylaws.

### **Section 2. Term and Termination**

1. These Membership Terms shall be effective upon Participant's acceptance ("Effective Date"). The term of these Membership Terms shall be coterminous with the term of the Consortium, as set forth in Appendix A, unless sooner terminated in accordance with the provisions of this Section.
2. Participant may terminate its Membership and participation under the Membership Terms upon providing notice of withdrawal to the Steering Committee.
3. A Participant is no longer a member of the Consortium upon termination of these Membership

Terms.

### **Section 3. General**

1. Intellectual Property. Inventions and intellectual property rights shall be governed in accordance with the Bylaws.
2. Export Control. To the extent export laws are applicable, Participant will not disclose or re-export any technical data received under the Consortium to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Participant has obtained prior written authorization from the U.S. Department of Commerce (for EAR matters), the U.S. Department of State (for ITAR matters), or other appropriate federal authority responsible for such matters. In the event that export-controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Participant acknowledges that it maintains an export management system that is adequate to ensure compliance. Participant agrees that it will not at any time take any action which would cause FSU to be in violation of any such laws, orders and regulations.
3. Confidential Information. To the extent Participant comes into contact with or has FSU's information in its possession, Participant agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in section 501.171, Florida Statutes, and educational records as defined in section 1002.225, Florida Statutes, and 20 U.S.C. section 1232g ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of FSU to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. Participant also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to FSU without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Participant must cooperate fully to assist FSU in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Participant will be responsible for all reasonable costs and expenses actually incurred by FSU, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Participant.
4. Choice of Law. [Reserved]
5. Disputes. In the event of a dispute regarding the Consortium, the Parties shall negotiate in good faith to attempt to resolve the dispute prior to initiation of any litigation. In the event that any disputes lead to arbitration, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force.. The Parties shall be responsible for their own

attorney's fees, costs, and charges arising out of litigation, arbitration, or any dispute, regardless of outcome; provided; however, that the Parties shall be equally responsible for the arbitrator's fees and costs. If the dispute is not resolved after non-binding arbitration occurs, the Parties are free to exercise all other legal and equitable rights.

6. Liability. Each Party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that Party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Participant also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Participant or otherwise acting or engaged to act at the insistence of Participant in furtherance of Participant's obligations under these Membership Terms.
7. Amendments. The Membership Terms or the Bylaws may be amended at any time, provided the proposed amendment(s) is approved by a supermajority of the Steering Committee. Any allowable amendment(s) shall be binding on the Parties 60 days after FSU notifies Participant that any such amendment(s) has been finalized. Notification may be accomplished by sending notice to any of the Participant's email addresses on file with FSU.
8. Indemnification. Participants shall be responsible for the actions and omissions of their own personnel acting within the scope of this Consortium.
9. Sovereign Immunity. Nothing contained in these Membership Terms shall be construed or interpreted as denying FSU or other state entity any remedy or defense available under the laws of the State of Florida; the consent of FSU to be sued; and/or extend sovereign immunity or a waiver of sovereign immunity of FSU beyond the waiver or limits provided in section 768.28, Florida Statutes.
10. Waiver. Failure to exercise or delay in exercising any right, power or remedy accruing to FSU on any breach or default of Participant shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any other breach or default occurring.
11. Independent Contractors. The Parties expressly intend that with regard to the provisions of these Membership Terms and participation in the Consortium, the Parties are independent contractors, and no Party shall receive any other benefits besides those expressly provided for herein. Regardless of anything else contained in or implied from these Membership Terms or the Consortium, any employee of FSU who may be performing the services herein described shall remain an employee of FSU, subject at all times to FSU's policies and procedures, and in no way shall such employee be deemed an employee of Participant. FSU assumes complete administrative and professional responsibility for FSU's employees, including the provision of workers' compensation and other employment-related insurance as may be required from time to time by state or other law or regulation.
12. Entire Terms. These Membership Terms constitute the entire and only agreement between the Parties relating to the Consortium, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized

representatives of the Parties.

#### **Section 4. Declaration**

By agreeing to these Membership Terms Participant's representative declares, under penalty of perjury, that:

1. He/she is a duly authorized officer or representative of Participant,
2. Participant does not use coercion for labor or services as defined in section 787.06, Florida Statutes,
3. Participant is not owned by the government of a foreign country of concern as defined in section 287.138(1), Florida Statutes,
4. The government of a foreign country of concern does not have a controlling interest in Participant, and
5. Participant is not organized under the laws of or has its principal place of business in a foreign country of concern.

#### **Section 5. Acknowledgement and Acceptance**

1. Participant agrees that by clicking the "I have read and agree to the terms listed" button on FSU's website:
  - a. Participant acknowledges that it has read, understands, and agrees to be bound by the Membership Terms.
  - b. The Participant's representative who accepts these Membership Terms has the authority and legal capacity to accept these Membership Terms.
2. The Parties have caused these Membership Terms to be duly executed and delivered, as of the date of acceptance by the Participant.
3. By signing these Membership Terms, the Parties affirm that the signature of both Parties shall serve as a substitute for any electronic acceptance previously required or executed via the FSU website.

**APPENDIX A**  
**BYLAWS OF THE**  
**NURSING AND ARTIFICIAL INTELLIGENCE INNOVATION CONSORTIUM**

**1. PURPOSE OF THE CONSORTIUM**

The purpose of the Consortium is for organizations from academic institutions, healthcare providers, and industry leaders to form a strategic partnership to collaborate and innovate in the area of artificial intelligence ("AI") and nursing, including advocacy for the following:

- **Nurse-Centered AI Development:** AI solutions designed specifically for nursing needs, including decision support, patient monitoring, and workflow management, with nurses involved in every stage of development.
- **Education and Upskilling:** Training nurses on the use of AI tools, ensuring they are well-equipped to integrate AI into their daily practice.
- **Patient-Centric AI Applications:** Using AI to enhance the nurse-patient relationship, focusing on tools that improve communication, patient safety, and outcomes, especially for remote and underserved populations.
- **Integration into Clinical Workflows:** AI designed to seamlessly integrate with existing Electronic Health Record ("EHR") systems and hospital workflows, reducing the administrative burden on nurses.
- **AI in Long-Term and Home Care:** Addressing the growing need for AI tools in long-term care and home health settings, where nurses can leverage technology to remotely monitor and manage patients.

This new initiative endeavors to fill the existing gaps by advocating for nurse-driven, research-backed, and industry-supported AI solutions that are designed to enhance nursing practice and patient care in real-world healthcare settings.

**2. DEFINITIONS**

The following terms shall have the stated meanings:

**"Best Practices and Policies"** means generalized know-how, educational material, and best practices related to nursing..

**"Designee"** means the person Participant designates to receive formal communications and notices related to the Consortium.

**"Joint Project"** means a project that involves two or more Consortium participants.

**"Member"** means any entity that has current membership in the Consortium.

**"Participant"** means any entity or person who becomes a member of the

Consortium by agreeing to the Nursing and Artificial Intelligence Innovation Consortium Membership Terms ("Membership Terms").

**"Program Head"** means the Dean of the Florida State University College of Nursing, who is responsible for all ongoing program and Consortium management activities, budgets, contracts, purchases, and operations, or an individual who is selected by the Steering Committee pursuant to Section 4.1 of the Bylaws.

**"Project"** means an individual project undertaken to integrate academic research, industry innovation, and nursing practice to focus on nurse-centered artificial intelligence ("AI") tools, clinical workflow integration, and patient care optimization.

### 3. **MEMBERSHIP**

1. Participant will participate in the following membership tier:

- a. Level One. Connect Membership. This level membership is ideal for smaller health systems, academic programs, and startups exploring AI innovation. This membership level provides the Participant with:
  - Access to quarterly webinars and virtual events focused on AI and nursing;
  - A subscription to our exclusive newsletter featuring the latest trends and insights;
  - Discounts on educational workshops and online courses;
  - A spot in our members-only online community to share ideas and network; and
  - The opportunity to participate in select consortium projects and initiatives.
- b. Level Two. Collaborate Membership. This level membership is ideal for medium-sized health systems, universities, and businesses looking to collaborate and grow. This membership level provides the Participant with:
  - Everything in the Connect Membership;
  - Invitations to participate in collaborative projects and pilot programs;
  - Discounted access to all educational workshops and courses;
  - Invitations to our annual in-person consortium event for networking and idea-sharing; and
  - Eligibility to submit proposals for consortium-backed research

and funding opportunities.

- c. Level Three. Innovate Membership. This level membership is ideal for large health systems, universities with research programs, and industry-leading businesses. This membership level provides the Participant with:

- Everything in the Collaborate Membership;
- Priority access to consortium-led projects and pilot programs;
- Dedicated support for AI project integration and collaboration;
- Opportunities to lead consortium projects, challenges, and hack-a-thons;
- Invitations to leadership roundtables and exclusive events with AI and nursing thought leaders; and
- Opportunities for co-branding and collaboration on whitepapers and case studies.

- d. Level Four. Founder/Executive Partner. This level membership is ideal for large visionary health systems, universities, and businesses that want to be at the forefront of AI in nursing. This membership level provides the Participant with:

- Everything in the Innovate Membership;
- Special recognition as a Founding Participant of the Consortium;
- A seat on the Consortium Executive Advisory Board to help shape our direction;
- Exclusive access to cutting-edge research before publication;
- The ability to co-create AI innovation labs and training programs within the Member's organization ("Joint Projects"); and
- Premium visibility in Consortium media, events and publications as an industry leader.

2. Membership tiers are determined by the Program Head and subject to change.

#### 4. **GOVERNANCE**

##### 4.1 **Lead Institution**

FSU will be the lead institution of the Consortium ("Lead Institution") for a minimum period of three (3) years, which shall automatically renew on a year-to-year basis after the initial three-year period. The Lead Institution will select a Program Head to manage the day-to-day operations of the Consortium. In the event that FSU decides to terminate its enrollment in the

Consortium pursuant to Section 2.2 of the Membership Terms, the Steering Committee shall vote and elect a new Lead Institution and Program Head, subject to the acceptance of such voted new Lead Institution and Program Head.

## **4.2 Steering Committee**

- 4.2.1** The purpose of the Consortium's Steering Committee is to guide and oversee the Consortium and the projects undertaken by the Consortium.
- 4.2.2** The Steering Committee will be composed of up to 19 members ("Committee Member") appointed by the Chair.
- 4.2.3** The following officers shall be on the Steering Committee: a Chairperson, Secretary, and Treasurer. Each officer shall be selected by the majority vote of the Committee Members in attendance and shall each serve a two-year term.
- 4.2.4** The Steering Committee has the following responsibilities:
  - a. Advise the Program Head on areas of focus for the Consortium.
  - b. The financial management of the Consortium in accordance with appropriate project management techniques.
  - c. Deciding procedures for dissemination of publications and press releases relating to the Consortium and projects.
  - d. Create or amend the governing documents of the Consortium (e.g., the Membership Terms or Bylaws).
- 4.2.5** The Steering Committee shall determine the frequency of its meetings but shall meet at least twice yearly, either in person or virtually. The Chair shall provide each Committee Member with reasonable notice of each meeting.
- 4.2.6** Additional meetings may be called by a majority of the Steering Committee officers, a majority of the Committee Members, or at the request of the Program Head or Chair.
- 4.2.7** Meetings will operate under the following rules:
  - a. Each Committee Member will have one vote except the Chair, who will have a casting vote.
  - b. The quorum for a meeting will be at least fifty percent (50%) of Committee Members.
  - c. Decisions will be decided by majority vote of those Committee Members in attendance.
  - d. A Committee Member may not vote on matters concerning a dispute with the Consortium where the member is the subject of the dispute.



## **5. PARTICIPANTS**

1. Participants may propose Consortium topics through its appointed Designee.
2. Participant's Designee will represent Participant in the Consortium and will receive all notices and written reports on behalf of Participant.
3. Participant's Designee or other representatives may consult informally with University's representatives regarding the Consortium, both personally and by telephone. Access to work carried on in the University's facilities in the course of Projects shall be under the control of University agents but access may be made available to Participant's representatives upon request, on a reasonable basis.
4. Consortium activities may continue after a Participant terminates participation in the Consortium or the Consortium dissolves.
5. The Participant shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

## **6. PUBLICATION AND PUBLICITY**

1. Lead Institution and/or its Program Head shall have the right to publish or otherwise publicly disclose information gained in the course of the Consortium and in support of their scholarly obligations, subject to the restrictions herein.
2. No Party shall issue a press release or other written statements in connection with work performed in the Consortium that contain any reference to the other Party, except as required by applicable law or regulation, without approval of the other Party. The Lead Institution, however, shall have the right to acknowledge Participant by name in Consortium communications. For communications extending beyond listing a Participant's name or outside of Consortium communications, the Lead Institution or Program Head will provide reasonable notice for review to the Participant(s); unless a response is received within sixty (60) days of initial notice, the content will be published as stated.

## **7. INTELLECTUAL PROPERTY**

1. The Consortium Members acknowledge and agree that the intention of the Consortium is to advance nursing and AI by setting standards of best practices, providing further education, and publishing those best practices and educational resources. While the Members do not anticipate creating new inventions or intellectual property rights under Consortium activities (e.g., patents, copyrights, etc.) (collectively "Intellectual Property"), the Members hereby agree that any Intellectual Property generated under Consortium activities shall be governed by this Article 7.
2. Each Member retains ownership of any of its intellectual property and know-how that exists prior to the effective date of that Member joining the Consortium or that is otherwise generated or developed by that Member independent of any Consortium activities ("Background IP"). To the extent

allowable, each Member grants to the other Members a limited, non-exclusive, royalty-free, internal use license to its Background IP only as reasonably necessary to carry out Consortium activities. This license excludes any commercial use unless otherwise agreed upon in writing by the Member who owns the Background IP and the Member who wishes to utilize such Background IP.

3. When two or more Members collaborate under the Consortium on the development of specific technologies or AI solutions, the Members shall enter into a separate written agreement between the Members, which shall cover intellectual property ownership, protection, rights, and commercialization and shall also cover publication of the results of such collaboration and any data access. The Consortium may adopt a standardized template collaboration agreement to be utilized by members.

4. The Consortium Members acknowledge and agree that in order to advance nursing care, the Best Practices and Policies developed in carrying out Consortium activities won't be considered Intellectual Property under the Consortium and each Member may use Best Practices and Policies that are made available under the Consortium for their own internal education, research, and patient care purposes without accounting to the other Members.

## **8. TERM**

The Consortium will continue until it is dissolved by a two-thirds vote of the Committee Members on the Steering Committee.

These Membership Terms may be executed in any number of counterparts which, when taken together, will constitute an original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each Party hereto consents to be bound by photocopy, facsimile, or electronic signatures of such Party's representative hereto.

### **AS AGREED TO BY:**



Jing Wang  
Dean and Professor  
October 22, 2025