

MEMBERSHIP AGREEMENT

Between

Membrane and Filtration Applied Science and Technology (MemFAST) Center

&

Insert Company Name

Membership Category

<input type="checkbox"/>	Full Member	\$50,000
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This Agreement is made by and between **North Carolina State University at Raleigh, North Carolina** (hereinafter called "UNIVERSITY") and Insert company name and address (hereinafter called "COMPANY")

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Membrane and Filtration Applied Science and Technology (MemFAST) Center (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to develop a better understanding of membrane and filtration processes and products, stimulate industrial innovation, and provide UNIVERSITY with strengthened educational capability in these fields.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty and students at UNIVERSITY. The CENTER, is currently supported jointly by the industrial sponsors including COMPANY, the state of North Carolina, and the UNIVERSITY.
- B. COMPANY agrees to pay the membership dues listed below annually for the period Insert start date and end date, unless terminated in accordance with the clause below, in support of the CENTER thereby, becoming a MEMBER in the category indicated below entitled to the privileges spelled out in the bylaws of the CENTER. The price below shall remain fixed per annum for each year that the COMPANY remains a member up to and including Insert end date here. After that date annual dues may be changed in accordance with the bylaws and by amendment to this agreement.

<input type="checkbox"/>	Full Member	\$50,000
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University shall submit an initial invoice to the COMPANY for the payment of the first year dues (prorated for the incomplete year if applicable) within thirty (30) days after this Agreement is fully executed. For subsequent years, University shall invoice the Company on or before December 1 of the current year of membership. Invoices will be due and payable in lump sum thirty (30) days after the Company's receipt thereof. Check should be made payable to North Carolina State University and mailed to North Carolina State University, Office of Contracts and Grants, 2701 Sullivan Drive, Admin. Services III, Box 7214, Raleigh, NC 27695-7214. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, the COMPANY joins the CENTER with the intention of remaining a dues paying member for at least five years, but there is no obligation to continue membership or make contributions. The COMPANY may terminate this agreement at any time by giving UNIVERSITY 90-day written notice prior to the annual contract renewal date. Membership in the CENTER shall become effective upon the first payment of dues by the COMPANY.

C. All inventions made by the UNIVERSITY in the course of research in Core Research program will be promptly disclosed to the members of the CENTER. All such inventions and any patents derived there from shall belong to UNIVERSITY. With respect to each invention, whether patentable or unpatentable, conceived in the course of research conducted by UNIVERSITY personnel, UNIVERSITY hereby grants to the FULL MEMBER a royalty-free, irrevocable, non-exclusive license to use such inventions for internal purposes. In accordance with the bylaws, FULL MEMBER companies will have certain rights to acquire a license to practice such inventions, whether patentable or unpatentable, and to make, use, and sell embodiments of the inventions in commerce. UNIVERSITY agrees to provide under this agreement an executed specific license for any patent rights which may exist as a result of such inventions and as a result of the application of relevant sections of the bylaws, if requested by FULL MEMBER. FULL MEMBER has the right to sublicense its license rights to its subsidiaries and affiliates.

Any royalty bearing, non-exclusive or exclusive license granted to FULL MEMBER in accordance with the bylaws to make, use and sell (commercialize) the invention shall not affect the non-exclusive royalty free internal use license of any other FULL MEMBER. All FULL MEMBERS desiring patent protection will share equally in the cost of patenting in the U.S. and in any other country in which the COMPANY plans to practice the patent, again, in accordance with the bylaws.

FULL MEMBERS shall use the patented and non-patented technologies developed by CENTER, in the course of its Core Research program, in accordance with the policies set forth in the bylaws of CENTER.

D. The organization and operation of CENTER will be as specified by the attached CENTER bylaws.

E. The CENTER acknowledges that it is a part of the North Carolina State University, which is the legal entity entering into this agreement with Company. The CENTER further acknowledges and agrees that the University shall be responsible for the acts of its employees. The CENTER and North Carolina State University are agencies of the state of North Carolina and as such are covered by the NC Tort Claims Act. The CENTER and the University waive their sovereign immunity for acts of negligence, bodily injury, and property damage up to the limits stated in the NC Tort Claims Act.

F. This Agreement is acknowledged to have been made and must be construed and interpreted in accordance with the laws of the State of North Carolina, United States of America, without regard for its conflicts of laws provisions.

G. This Agreement, together with the bylaws, which are appended hereto as Appendix A, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or written regarding this matter. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

Officer of the COMPANY Name Address Phone Email:	Officer of the UNIVERSITY Name Address Phone Email:
Date:	Date: