

**MEMBERSHIP AGREEMENT FOR
Center for Aerospace Manufacturing Technologies Industrial Consortium**

This Membership Agreement (hereinafter "Agreement") is entered into by and between _____, a _____ organized under the laws of the State of _____, having a business office at _____ (hereinafter "Member") and The Curators of the University of Missouri System on behalf of the Missouri University of Science and Technology, 320 ERL , 1870 Miner Circle, Rolla, MO 65409 (hereinafter "University").

WHEREAS the Missouri University of Science and Technology is establishing a Center for Aerospace Manufacturing Technologies Industrial Consortium (hereinafter "Center") and

WHEREAS Center will require funding to conduct research projects (hereinafter "Center Projects") which the Members herein contemplated will provide; and

WHEREAS Center is part of the University of Missouri, a public educational institution in the State of Missouri and is subject to rules and regulations of the University; and

WHEREAS Member will receive access to technologies developed at the Center in exchange for financial support through membership;

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

1. Center shall conduct research, perform technology evaluation, provide the academic and industrial community with enhanced education capability and facilitate information exchange and technology transfer. Operation of the Center will be consistent with the by-laws of the Center, these bylaws are incorporated by reference. Members will fund Center Projects under this Agreement from annual membership fees as set forth in paragraph 5.
2. The Missouri University of Science and Technology shall appoint a Center Executive Director and a Center Business Director.
3. The Missouri University of Science and Technology may enter into agreements with other universities to participate as additional Research Sites.
4. To support the Center, University agrees to cost share, with the Center, the indirect charges allocated to the membership fees of Center Members.
5. Membership may be accomplished by joining the Center in one of three categories as specified herein. A Gold Member agrees to pay an annual fee of \$200,000. A Full Member agrees to pay an annual fee of \$50,000. An Associate Member agrees to pay an annual fee of \$15,000. Initial membership will be for a period of 2 years, renewable thereafter on an annual basis.
 - a. Payment of the membership fee shall be made to the University of Missouri-Rolla as a lump sum within 30 days of the effective date of the Member's membership for each year of sponsorship. The effective date of membership shall be the date the membership fee or this executed Agreement is received by the University, whichever is later.
 - b. Membership fees shall be made payable to the Missouri University of Science and Technology and mailed to the Office of Sponsored Programs, Attn: Vice Provost of Research, 202 University Center, Missouri University of Science and Technology, Rolla, MO 65409 USA. Member may terminate this Agreement at any time by giving University

ninety (90) days written notice prior to the membership anniversary date. Member shall not be entitled to refund of unexpended funds if it elects not to continue its membership.

6. Associate Members shall be granted the following benefits in consideration of its membership fee.
 - a. Access to publications of the Center Projects at an early stage for timely review of new developments prior to their wide dissemination,
 - b. Invitation to the IAB meetings,
 - c. Invitation to workshops hosted by the Center,
 - d. The right to use for internal research and evaluation purposes only all reports, data, and information contained therein resulting from Center Projects for research and evaluation purposes.
7. Full Members shall be granted all the benefits accorded Associate Members in paragraph 6, in addition the following benefits are granted to Full Members;
 - a. Voting Membership on the Industrial Advisory Board (IAB) with 100 voting points.
 - b. Through its representation on the IAB, an opportunity to participate in the selection of Center Projects proposed by the faculty and to advise on research topics of industrial relevance. Each Full Member will have 100 points in the selection process.
 - c. A non-exclusive royalty free license for Project IP for internal research and development use only.
 - d. The right to an option to a nonexclusive, non-transferable, royalty-bearing commercial license as set forth in paragraphs 9, 10 and 11 to Project IP developed during the period of membership as well as to copyrighted software developed under Center Projects during the period of membership, provided Member is a member in good standing on the date of disclosure of such invention or software to University.
8. Gold Members shall be granted all the benefits accorded Associate Members in Paragraph 6. In addition the following benefits are granted to Gold Members;
 - a. Voting Membership on the Industrial Advisory Board (IAB) with 500 voting points.
 - b. Through its representation on the IAB, an opportunity to participate in the selection of Center Projects proposed by the faculty and to advise on research topics of industrial relevance. Each Member will have 500 points in the selection process.
 - c. A non-exclusive royalty free license for Project IP for internal research and development use only.
 - d. The right to an option to a nonexclusive, nontransferable, royalty-bearing commercial license as set forth in paragraphs 9, 10 and 11 to Project IP developed during the period of membership as well as to copyrighted software developed under Center Projects during the period of membership, provided Member is a member in good standing on the date of disclosure of such invention or software to University.
 - e. Right to one exclusive proprietary project with up to \$50,000 value; this project shall not be subject to approval of the IAB.
9. University shall retain ownership of all patents, copyrights, processes, inventions and other proprietary intellectual property of any nature developed as a result of the research or investigation conducted under a Center Project ("Project IP").
10. University shall inform Members within thirty (30) days of receipt of an invention disclosure directed toward Project IP. Member shall have an option to a license, the complete terms and conditions of which shall be subsequently negotiated in good faith by both parties, in accordance with the Member's status (Full Member or Gold Member), for such Project IP, substantially funded by Center Funds, developed under Center Projects during the period of Member's membership.

The option shall be for a period of twelve (12) months from the time the invention is disclosed to Member. This option period may be extended for an additional six (6) months by mutual agreement of the University and the IAB. The member shall indicate in writing to the University Office of Technology Commercialization and Economic Development ("OTCED") its intention to exercise its option. In exercising such option, Member agrees to pay a pro rata share of patent filing, prosecution, and maintenance costs associated with protecting the invention in those countries in which patent protection is sought. The term of the license shall be the life of the patent protection that is obtained. The University shall be solely responsible for the preparation, filing, prosecution and maintenance of any and all Project IP. Under the license, Member shall have the right to make, have made, use, sell, distribute the products, compositions, apparatus, processes, and know-how, and practice the methods, and sublicense its subsidiaries to exercise the same rights obtained by the Member with this license. The royalty rate of such license shall not exceed five percent (5%) of net sales. All membership fees paid by a Gold or Full Member who negotiates such a license will be credited to offset any royalty and/or license fees due. The University and the IAB may limit the field of use of each of these licenses and may also allow exclusivity within a field of use when to do so would be in the best interest of the Center and its Members.

If only one Member exercises its option, that Member may obtain an exclusive royalty-bearing license at a commercially reasonable rate. Where Project IP results under a research program sponsored by the federal government, any rights granted hereunder, including without limitation any options and licenses, are subject to the terms and conditions of Public Law 96-517 and 98-620 as amended. Any other disposition of intellectual property of the University shall be determined by the Collected Rules and Regulations of the University.

If a Member declines the option and subsequently wishes to obtain a license, it may seek to negotiate a license with the OTCED; however, the OTCED will have no obligation to enter into such negotiation. The Member's rights under this Agreement will have no bearing on such negotiation, if entered into.

11. Full Member and Gold Member shall have an option to a nonexclusive, nontransferable, royalty-free site license to use copyrighted software arising from Center Projects. Member shall have the right to modify and use copyrighted software arising from Center Projects. Member shall have the right to negotiate a royalty-bearing license to market modified or unmodified software at a rate not to exceed five percent (5%) of net sales. All membership fees paid by a Gold or Full Member who negotiates such a license will be credited to offset any royalty and/or license fees due.
12. If and when a Member wishes to share proprietary materials or information with the University or Center or any of its employees or Members on a confidential basis, the Member will notify the University or Center before any confidential disclosures are made so that an agreement may be made with regard to how the material will be used. Nothing in this Membership Agreement shall be construed to imply a license for other Members to use such proprietary information of another Member for any purpose except in the conduct of Center Projects without an express license to do so.
13. University reserves the right for its employees and students to publish and use in University research and instruction all data and results of the research conducted under this Agreement. University agrees to provide draft publications and presentations to Members which shall have the opportunity to review any public disclosure containing results of Center Projects conducted hereunder and to request delay of publication to allow for patent considerations. Member must inform the Center in writing of its desire to have a public disclosure delayed within sixty (60) days of receipt of draft. By mutual agreement, public disclosure may be delayed not more than an additional ninety (90) days to secure patent protection for the inventions disclosed therein.
14. University may terminate this Agreement upon ninety (90) days advance written notice to Member. In the event of such termination the University shall refund to Member an amount equal

to the total unexpended funds (from those supplied by all Members) prorated according to the number of Members and according to the date and level of contribution.

15. Member agrees not to use the name of University, its seal or emblem, in any publicity or other release without the prior written consent of University. Likewise, the University agrees not to use the name or any trademark of Member without the prior written consent of Member, except that this Agreement constitutes such express permission for the Center to identify the Center Members as appropriate and necessary in funding applications or Center reports.
16. University agrees that all work performed on any Center Project shall be performed on a best effort basis by employees, students, faculty, and staff having an appropriate experience and skill level and in compliance with the applicable statement of work, and all applicable federal, state, and local laws.
17. University and Center make no representations or warranties, expressed or implied, as to any matter whatsoever, including, without limitation, results of the research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product. The University warrants, however, that software it provides to Member will be the same as that used in the Center. University shall not be liable for any direct, consequential, or other damages suffered by any Member resulting from the use of the research or any such invention or product. Nothing in this Agreement shall be interpreted or construed as a disclaimer, waiver or limitation of a Party's right of contribution (or similar recovery based on any theory of comparative fault) in the event of a claim by a third party.
18. University and Center shall utilize their best efforts, following standard University and Center practices and procedures, to determine whether any work undertaken by University and Center under his Agreement infringes on the patents or copyrights of any third parties, and warrant that they have no knowledge of any actual claims of infringement as of the beginning date of each Center Project and the date of licensing to Member, but otherwise make no representations or warranties regarding actual or potential infringement of patents or copyrights of third parties, and Member acknowledges that the avoidance of such infringement in the design, use, manufacture, and sale of products and processes related to Center Projects shall remain the sole responsibility of the Member.
19. Throughout the term of this Agreement, each party shall maintain, at its own cost and expense, commercial insurance or a program of self-insurance, covering worker's compensation benefits in accordance with the law of the state of hire, employer's liability, automobile liability and comprehensive or commercial general liability insurance to include its Center activities.
20. Member agrees to indemnify and hold harmless University and Center, their employees, representatives, and agents against any liability, damages, loss or expense, including reasonable attorney fees and expenses of litigation, arising out of the actions of Member, its employees or any third party acting on behalf of or under authorization from Member in the performance of this Agreement, to the extent caused by Member's, or that of its employees' or any third parties' acting on behalf of or under authorization from Member in the performance of this Agreement, negligence, willful misconduct, gross negligence, breach of representations or warranties contained in this contract, failure to perform obligations under the contract, or failure to comply with applicable law.
21. Without limiting the foregoing, Member agrees to hold harmless, indemnify, and defend University and Center, their employees, representatives, and agents from all liabilities, demands, damages, expenses and losses, including reasonable attorney fees and expenses of litigation, arising out of the use by Member, or by any party acting on behalf of or under authorization from Member of University or Center technical development or out of any use, sale or other disposition by Member, or by any party acting on behalf of or under authorization from Member, of products

made or developed as a result of information or materials received from University or Center to the extent caused by Member's, or that of its employees' or any third parties' acting on behalf of or under authorization from Member in the performance of this Agreement, negligence, willful misconduct, gross negligence, breach of representations or warranties contained in this contract, failure to perform obligations under the contract, or failure to comply with applicable law. The provisions of this paragraph shall survive termination of this Agreement.

22. Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

PARTICIPANT:

Member Organization:

Representative Name:

Title:

Address:

Phone:

E-mail:

UNIVERSITY: (Administration)
CAMT Industrial Consortium
Attn: Business Director
320 Engineering Research Laboratory
500 W. 16th Street
Rolla, MO 65409 USA

UNIVERSITY: (Financial)
Office of Sponsored Programs Administration
202 University Center
300 W. 12th Street
Rolla, MO 65409-1330
Telephone: (573) 341-4134
Fax: (573) 341-4126
Email: research@mst.edu

23. No party is authorized or empowered to act as agent for another for any purpose and shall not on behalf of another enter into any contract, warranty, or representation as to any matter. No party shall be bound by the acts or conduct of another.
24. This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Member acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement. This Agreement may be modified only by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have accepted and executed this Agreement through their duly authorized representatives as of the date entered below.

Curators of the University
Of Missouri on behalf of
Missouri University of Science and Technology

Member:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____