

ABC Center
Membership Agreement
NCSU File _____

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 the ABC Center - an Industry/University Cooperative Research Center (hereinafter called "CENTER") at the UNIVERSITY whereby a unique multi-university, multi-company culture addresses _____ research issues, identified by the _____ industry, to meet the future needs of _____.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. For the first five years, the CENTER will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional five years.

B. Any COMPANY, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a sponsor of the CENTER, consistent with applicable state and federal laws and statutes. Federal Research and Development organizations and Government-owned Contractor Operated laboratories may become sponsors of the CENTER on terms and conditions other than those in this agreement upon approval by UNIVERSITY and two-thirds of the Industrial Advisory Board.

C. COMPANY agrees to contribute annually (select one)

•\$50,000 Full Member • \$25,000 Associate Member • \$10,000 Observer Member for the period of January 1, 2015 – December 31, 2017 in support of the CENTER and thereby becomes a MEMBER in the corresponding category with rights and privileges as described in CENTER's Bylaws. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the **intention** of remaining a dues paying member for at least three (3) years but there is no obligation to continue membership or make contributions beyond the first year. 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. Payment of these membership fees shall be made to the UNIVERSITY as a lump sum upon receipt of the UNIVERSITY Invoice. 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. The COMPANY may terminate this agreement by giving UNIVERSITY 90 day written notice prior to the annual contract renewal date. Membership in the CENTER shall become effective upon full execution of this agreement and first payment of dues by the COMPANY.

If payment is not received within thirty (30) days from receipt of invoice, UNIVERSITY may terminate the COMPANY membership by providing written notice of termination. If UNIVERSITY does not receive payment in full within thirty (30) days of sending notice of termination, COMPANY's membership will automatically terminate and COMPANY will have no further rights under this Membership Agreement.

D. The organization and operation of CENTER are specified by CENTER bylaws which are attached herewith and represent an integral part of this Agreement.

E. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research program of CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to COMPANY.

F. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY. UNIVERSITY, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. COMPANIES (Full and Associate, not Observer Members) that wish to exercise rights to a royalty-free license agree to pay for the costs of patent application. UNIVERSITY agrees that Full and Associate, not Observer Members of the CENTER are entitled to a nonexclusive royalty-free license for internal use, which license shall extend to Company's subsidiaries and affiliates for which they hold a greater than 50% ownership position. If only one COMPANY (Full or Associate, not Observer member) seeks a license, that COMPANY may obtain an exclusive fee-bearing license through one of its agents. COMPANY which obtained such license has the right to sublicense its subsidiaries and affiliates.

G. Copyright registration shall be obtained for software developed by CENTER. COMPANY (Full and Associate, not Observer Member) shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated.

H. The CENTER acknowledges that it is a part of the 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 the 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.

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.

This Agreement, together with the Bylaws, which are attached hereto, 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 both parties, will affect changes to this Agreement.

	UNIVERSITY	COMPANY
Name	_____	_____
Title	_____	_____
Signature	_____	_____
Date	_____	_____