



MEMBERSHIP AGREEMENT

Between

The Center for Additive Manufacturing and Logistics

&

Insert COMPANY Name

UNIVERSITY File #

Membership Category

	Category	Annual Dues (\$)	Voting Points
<input type="checkbox"/>	Full Member ¹	\$7,500	75
<input type="checkbox"/>	Associate Member ²	\$5,000	50
<input type="checkbox"/>	Center Affiliate ³	\$0	0

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")

¹ More than 100 employees

² Less than 100 employees

³ Must be nonprofit, technical or trade organization that provides significant in-kind benefits to CAMAL activities

Center for Additive Manufacturing and Logistics

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support a Center for Additive Manufacturing and Logistics (hereinafter called "CENTER") at UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to develop a better understanding of additive manufacturing processes and their related applications as well as related logistics issues, 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.
- B. COMPANY agrees to pay the non-refundable membership dues listed below annually for the period [January 1, 2018 to December 31, 2022](#), 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. Annual dues may be changed in accordance with the Bylaws and by amendment to this agreement.

	Membership Type	Annual Dues
<input type="checkbox"/>	Full Member	\$7,500.00
<input type="checkbox"/>	Associate Member	\$5,000.00
<input type="checkbox"/>	Center Affiliate	n/a

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 5 (five years), but there is no obligation to continue membership or make contributions beyond the first year. 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.

- C. UNIVERSITY shall submit an initial invoice to the COMPANY for the payment of the first year dues 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.](#)
- D. 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 in accordance with the BYLAWS and intellectual property ownership and rights shall be as set forth in the BYLAWS, as they may be amended from time to time.
- E. The organization and operation of CENTER will be as specified by the attached CENTER bylaws.
- F. 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 personal injury or property damage caused

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by the acts and omissions of its employees to the extent of the State of North Carolina's waiver of immunity under the North Carolina Tort Claims Act, N.C. Gen. Stat. 143-291 et seq. 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 or provisions.

- G. This Agreement, together with the Bylaws, as amended from time to time, the current version of 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.
- H. For the purposes of this Agreement and all services to be provided hereunder, the COMPANY and UNIVERSITY shall be, and shall be deemed to be, independent contractors and not agents or employees of the other parties. None of these parties shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other parties.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.

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