

ASSOCIATE MEMBERSHIP AGREEMENT

Center for Laser and Plasmas in Advanced Manufacturing
at the
University of Michigan

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the REGENTS OF THE UNIVERSITY OF MICHIGAN (hereinafter called "University") and _____ (hereinafter called "Member"), covering the period of _____ through _____.

WHEREAS, the Center for Laser and Plasmas in Advanced Manufacturing (hereinafter called "Center") is a multi-institution Industry University Cooperative Research Center supported in part by the National Science Foundation at the University of Michigan, Southern Methodist University, and the University of Virginia, memberships with either University provides Member all benefits described in the Center Bylaws; and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort with other members to support the Center to address key research issues and at the same time provide the University with a strengthened research and teaching capability in this field; and

In consideration of the mutual benefits and promises provided herein the parties agree to the following terms and conditions:

A. Center will be operated and supported by the University and by Southern Methodist University, and the University of Virginia as described in the Center Bylaws attached hereto as Attachment A.

B. Member agrees to contribute annual support to the Center. The financial liability of Member's membership is _____ per year or, in lieu of cash, Member contributes: *(Please describe Member's support if not cash in following space.)*

Payment of these membership fees shall be made to the University of Michigan as a lump sum on July 1; or in four equal quarterly installments on July 1; October 1; January 1; and April 1 of each year of sponsorship. Checks from Member should be mailed to: _____ and made payable to The Regents of the University of Michigan. If a purchase order is used for payment, include the following on the order: 1) that

University of Michigan

the Member agrees to the terms and conditions of this Agreement, 2) the period that the purchase order covers, 3) that preprinted terms and conditions contained in or referenced on the front or back of the purchase order do not apply.

C. Member designates _____ as its representative to the Industry Advisory Committee established under the Center Bylaws.

D. Member is entitled to rights in Center Technology and Center Software as described in the Center Bylaws.

E. Reports of progress will be prepared by the University at appropriate intervals and sent to Member as provided by the Center Bylaws.

F. Member acknowledges that any funds or in-kind contributions (personnel, equipment, or services) provided to the University hereunder will be added to funds from other members and therefore no individual financial reports will be given to the Member concerning the disposition of the funds provided by it.

G. Member may renew its membership annually for the next two years.

H. Member may terminate this Agreement by giving University six month written notice prior to the termination date. Membership fees will be prorated through effective date of termination.

I. This agreement will be governed by the laws of the state of Michigan.

J. This Agreement is not assignable or delegable by any party without the prior written consent of the other party. This Agreement, and the rights and obligations under it, will be binding on and will inure to the benefit of each party's successors and permitted assigns.

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

MEMBER

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____