

FREEDM SYSTEMS CENTER

A National Science Foundation Engineering Research Center (ERC)

INDUSTRY MEMBERSHIP AGREEMENT

NCSU File No. _____

The Future Renewable Electric Energy Delivery and Management Systems Center (hereinafter referred to as either “FREEDM” or “CENTER”) is established by the National Science Foundation (NSF) as an NSF Engineering Research Center (ERC) to pursue breakthrough research activities in fundamental science, enabling technologies, and demonstration of FREEDM Systems and to promote research, education, outreach and training in the field. The Center has developed core research, non-core research, education and technology transfer activities.

Universities (hereinafter referred to as “UNIVERSITY”) in the CENTER include North Carolina State University (“LEAD UNIVERSITY”) as lead institution and partner institutions. Partner institutions (“PARTNER UNIVERSITY”) consist of Florida State University, Florida A&M University, Arizona State University and Missouri University of Science and Technology.

This Agreement is made, on behalf of the UNIVERSITY, by and between North Carolina State University at Raleigh as the LEAD UNIVERSITY, and [**Insert Company name and full address**] (hereinafter called “COMPANY”)

The parties to this Agreement intend to join together in a cooperative effort to support the CENTER to leverage the NSF support in conducting core-research as defined by the CENTER bylaws (Attachment A).

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 operate in accordance with Attachment A. The CENTER core-research program is financially supported by the industrial member companies (“MEMBER”), including COMPANY, National Science Foundation and other funding sources.

- B. COMPANY agrees to pay the selected, nonrefundable membership dues listed below annually for the period October 1, 2011 to June 30, 2014 in support of the CENTER, thereby becoming a MEMBER in the category indicated below entitled to the privileges described in Attachment A. Annual dues may be changed in accordance with Attachment A and by amendment to this agreement.

<input type="checkbox"/>	Full Member	\$ 50,000
<input type="checkbox"/>	Associate Member	\$ 15,000
<input type="checkbox"/>	Affiliate Member	\$ 2,000

University shall submit an invoice to the COMPANY for the payment of the first year dues (prorated for the incomplete first year if applicable) within thirty (30) days after this Agreement is fully executed. For subsequent years, LEAD UNIVERSITY shall invoice COMPANY for membership dues in full. Payment will be due and payable, in full, thirty (30) days after the Company's receipt of the aforementioned invoices. Checks must 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 immediately obvious, the COMPANY joins the CENTER with the intention of remaining a dues paying member for at least 3 (three years), recognizing that 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 membership renewal date (annual). Membership in the CENTER shall become effective upon full execution of this agreement and LEAD UNIVERSITY'S receipt of the first payment of dues.

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.

- C. All inventions made by UNIVERSITY in the course of core research (defined in Attachment A) will be promptly disclosed to the CENTER membership. All such inventions and any patents derived therefrom shall belong to UNIVERSITY. With respect to each invention, whether or not patentable, conceived in the course of core research conducted by UNIVERSITY personnel, UNIVERSITY hereby grants to the FULL and ASSOCIATE MEMBERS (not AFFILIATE MEMBER) a royalty-free, irrevocable, non-exclusive license to use such inventions for internal purposes. In accordance with the bylaws, ALL MEMBERS will have certain rights to acquire a license to practice such inventions, whether or not patentable, 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 or ASSOCIATE MEMBER (not AFFILIATE MEMBER). FULL and ASSOCIATE MEMBERS (not AFFILIATE

MEMBER) have the right to sublicense its license rights to its subsidiaries and affiliates.

Any royalty bearing, non-exclusive or exclusive license granted to FULL and ASSOCIATE MEMBERS (not AFFILIATE MEMBER) in accordance with the bylaws to make, use and commercialize the invention shall not affect the non-exclusive royalty-free internal-use license of any other FULL and ASSOCIATE MEMBER. All FULL and ASSOCIATE MEMBERS (not AFFILIATE MEMBER) desiring patent protection will share equally in the cost of patenting beyond that supported by the Center's IPPF (as defined in the bylaws) in the U.S. and in any other country in which the company plans to practice the patent in accordance with the bylaws.

ALL 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.

- D. The organization and operation of CENTER will be as specified by the attached CENTER Bylaws.
- E. The Center at LEAD UNIVERSITY is an organizational unit of North Carolina State University, which is the legal entity entering into this agreement with Company. Each UNIVERSITY shall be responsible for the acts of its employees. North Carolina State University as an agency of the state of North Carolina is subject to and bound by the limits of liability expressly embodied in the NC Tort Claims Act.
- F. This Agreement is made and shall 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 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.

Date _____

[Company Representative with Signature Authority]

Title: _____

Phone: _____

E-mail: _____

Date _____

[Officer of North Carolina State University]