

**PACKAGING RESERCH CENTER (“PRC” or “CENTER”)
MEMBERSHIP AGREEMENT**
(hereinafter referred to as “AGREEMENT”)

This AGREEMENT is made by and between
GEORGIA TECH RESEARCH CORPORATION,
a Georgia nonprofit corporation
having a business at 505 Tenth Street, Atlanta, Georgia 30332-0420
(hereinafter referred to as “GTRC”)

And
Company Name
Company Address
(hereinafter referred to as “MEMBER”).

SUBJECT

The purpose of this AGREEMENT is to promote research and training in EMBEDDED ACTIVES AND PASSIVES (the “Research Area”) and through interaction with industry to stimulate the application of useful knowledge of technological innovation by means of membership in the Packing Research Center (hereinafter referred to as “CENTER”). GTRC is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”) and is a supporting organization of the Georgia Institute of Technology (“GIT”) under Section 509(a)(3) of the Code. The research and training activities of the CENTER will be performed by employees, independent contractors, subcontractors, consultants and student assistants of GIT. Accordingly, establishing and operating the CENTER furthers the tax-exempt charitable purposes of GTRC, which functions as an extension of GIT.

IT IS HEREBY AGREED AS FOLLOWS:

- 1.0** The CENTER plans to conduct research focused on the Research Area and invite interested ENTITIES to become MEMBERS (hereinafter “MEMBER”) to participate in the research activities conducted therein. GTRC agrees to establish a research effort within the Packaging Research Center (hereinafter referred to as “RESEARCH PROJECT(S)”) focused on the research as identified in Attachment Exhibit “2” for the selected Level of PRC Membership as indicated in Section 4.0 of this AGREEMENT. The organization and operation of the RESEARCH PROJECT(S), together with terms and conditions of sponsorship, are set forth in the Bylaws Exhibit 1, “BYLAWS”, which shall be considered as an integral part of this AGREEMENT.
- 2.0** MEMBER agrees to the membership level selected in Section 4.0 of the AGREEMENT and to pay the respective membership fees for each year of the Membership Period, for the duration of the Contract Period.
- 3.0** MEMBER hereby becomes a MEMBER of the CENTER with a Contract Date to begin on **XX/XX/XXX** and end on **XX/XX/XXXX** as designated in this AGREEMENT (“Contract Period” or “Membership Period”), subject to the terms of this AGREEMENT and BYLAWS.
- 4.0** MEMBER hereby selects the Membership Level with assigned Membership Benefits and contract duration(s) as indicated in the matrix below by initializing the chosen level of desired membership, for the research programs as indicated in Exhibit 2.

Initial Selected Level	Membership Type	Member Cost	Contract Duration	I/P Rights & Votes	Research Project Scope Votes	Research Project Reports	IAB Board Member	IAB Attendees	Lab Access
	FULL PROGRAM "FULL MEMBER(S)"	Program Based Cost	2 Years	Yes 1 Per Patent	Yes 3/Project	Yes	Yes	Yes-2	Yes
	PROGRAM SUPPLY CHAIN	Program Based Cost	2 Years	No	No	Yes	No	Yes-1	Yes Plus Fee
	FULL PROJECT	\$60K Per Year	1 Year	Yes 1 Per Patent	Yes 3/Project	Yes	Yes	Yes-2	Yes
	BASIC	\$10K	1 Year	No	No	No	No	No	Yes Plus Fee
	PROJECT INFRASTRUCTURE PARTNER	\$Cash + \$In-kind As Defined	1 Year	No	No	No	No	No	Yes Plus Fee

Spring Annual Membership Cycle Fall Annual Membership Cycle
(4/1 to 3/31) (10/1 to 9/30)

- 5.0** MEMBER shall be entitled to appropriate privileges defined in Section 4.0 of this AGREEMENT, Exhibit 1 (BYLAWS) and Exhibit 2 (Research Projects).
- 6.0** The scope of the projects assigned to this AGREEMENT is identified in the attached Exhibit "2".
- 7.0** MEMBER shall be entitled to have at least one technical expert located at PRC's facility during the term of this Agreement provided that MEMBER equips such representative with required personal computer and pays for the expenses associated with the above. This is subject to MEMBER acceptance of supplemental agreement "ON-CAMPUS ENGINEER AGREEMENT".
- 8.0** MEMBER shall pay to GTRC a fee of \$XXX,XXXUSD (Typed Amount), as follows:
- \$XXX,XXXUSD (Typed Amount) cash within 45 days after Contract Date of this AGREEMENT and receipt of an invoice;
 - MEMBER shall make all payments required to GTRC in United States Dollars (US\$) in full and without any deductions of any kind, including but not limited to any withholding, transfer fees, duties or other such items. If any tax is imposed by any government or agency outside of the United States government which must be paid by or for the account of GTRC with respect to, or deducted or withheld in any form from, any amount payable by MEMBER to GTRC, then the amount payable by the MEMBER to GTRC shall be increased by such that the amount received by GTRC after such deduction or withholding is equal to the amount invoiced by GTRC as indicated in this Section, as if no such deduction or withholding was made from the gross amount;
 - MEMBER shall be invoiced upon execution of this AGREEMENT. If a multi-year agreement, subsequent year's invoicing will occur automatically 60 days prior to the anniversary date of the fiscal membership cycle of this AGREEMENT, unless this AGREEMENT will be terminated in accor-

dance with the provisions of section 13 below. MEMBER agrees to pay each invoice within 45 days of the invoice date.

- 9.0** Invoices not paid within 45 days will result in temporary suspension of MEMBER voting rights until invoices are paid in full. Any invoice not paid within ninety days of the due date will be considered delinquent and subject to a one and one-half percent (1.5%) per month fee for each month or fraction thereof, until the payment is received. GTRC reserves the right to retroactively suspend the privileges of Membership, as defined in the BYLAWS and this AGREEMENT, if MEMBER fails to pay any GTRC invoice which is deemed uncollectable. Payment is to be made to:

Georgia Tech Research Corporation
P.O. Box 100117
Atlanta, Georgia 30384

Optional EFT Payment info:
Bank of America/Atlanta, GA
ABA# 061000052
Acct#100825661

(Note: Please include invoice# on all payments)

- 10.0** Subject to the terms and conditions set forth in section 12 the Membership Period shall begin upon **Month, Day, Year** ("Contract Date") for the Membership Cycle as selected and indicated in Section 4.0 following the execution of this AGREEMENT. For purposes of this AGREEMENT the years of membership shall run from **Month, Day, Year** to **Month, Day, Year**.
- 11.0** If MEMBER desires to join CENTER before the beginning of the next Membership Cycle, Membership shall become effective and MEMBER shall be entitled to all benefits of Membership for the Membership Level Selected in Section 4.0 of this AGREEMENT, and BYLAWS upon the execution of this AGREEMENT and receipt of payment for a prorated portion of the annual dues corresponding to the amount of time in addition to annual dues due for upcoming Membership Cycle.
- 12.0** This AGREEMENT shall be in full force and effect when signed by both MEMBER and GTRC and membership dues payment is received by GTRC as agreed in Section 5.0 of this AGREEMENT. However, if the aforesaid preconditions have been met, this AGREEMENT shall become effective with effect from **Month, Day, Year**.
- 13.0** The MEMBER may terminate this AGREEMENT no earlier than twelve (12) months from the Contract Date upon sixty (60) days prior written notice to GTRC. All terminations require written notice to GTRC. If not terminated with effect on said date, MEMBER will be bound to the terms and conditions of this AGREEMENT for the remaining Contract Period.
- 14.0** Except for the foregoing, each MEMBER and GTRC shall bear the costs incurred by such MEMBER and GTRC under or in connection with the performance of this Agreement.
- 15.0** GTRC AND THE GEORGIA INSTITUTE OF TECHNOLOGY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO ANY SERVICES TO BE PERFORMED AND OR ANY INTELLECTUAL PROPERTY AND OR RESEARCH RESULTS DEVELOPED AND OR LICENSED HEREUNDER, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. MEMBER UNDERSTANDS AND AGREES THAT ALL INTELLECTUAL PROPERTY AND RESEARCH

RESULTS DEVELOPED AND OR LICENSED HEREUNDER IS PROVIDED AND LICENSED "AS IS".

16.0 Each MEMBER agrees to and does hereby indemnify, hold harmless and save from liability GTRC, STAFF Member, the CENTER, the Georgia Institute of Technology and the Board of Regents of the University System of Georgia, including their officers, and employees (collectively, "Indemnified Parties") from and against any and all claims, demands and actions arising out of or relating to each MEMBER's own respective commercial use of reports, information, or technology licensed to such MEMBER under the BYLAWS.

EXCEPT FOR EACH MEMBER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH HEREINABOVE, LIABILITY OF EACH FULL MEMBER ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP AGREEMENT AND THESE BYLAWS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE MAXIMUM AMOUNT OF THE MEMBERSHIP FEES ACTUALLY PAID BY SUCH MEMBER UNDER THIS AGREEMENT.

17.0 GTRC and MEMBER shall be and act as independent contractors, and under no circumstances shall this AGREEMENT be construed as one of agency, partnership, joint venture or employment between the parties. GTRC and MEMBER shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

18.0 The CENTER shall distribute research reports and similar papers in confidence to MEMBER. MEMBER is encouraged to use for their own internal purposes information provided in those reports and papers. As technical information and know how are valuable assets, MEMBER, the CENTER and GTRC agree to maintain in confidence any reports and papers until the lapse of a maximum of two (2) years from the initial disclosure of such reports and/or papers, until such information is submitted for publication in a scientific journal, conference presentation or proceeding, or until a patent application is filed, whichever comes earlier (Confidentiality Period). The Confidentiality Period may be reduced from the maximum of two (2) years by the mutual agreement of the CENTER and the funding MEMBER pursuant to Exhibit 1, BYLAWS, Section 5.2. In order to be considered in confidence written notice must be given at the time such reports or papers are distributed and each report must be marked "CONFIDENTIAL or Confidential or In Confidence". MEMBER is encouraged to communicate with CENTER researchers regarding technical know how associated with such documents. A MEMBER is not required to keep such documents confidential if the information contained therein: 1) is presently in the MEMBER's possession, provided that such information has not been obtained from the CENTER or GTRC and that such possession can be demonstrated by the MEMBER's written records; 2) is, or becomes, generally available to the public through, for example, such sources as patents or other generally circulated publications, and such availability to the public does not result from any fault of the MEMBER; 3) is received by the MEMBER in written form from a third party having no obligation to the CENTER or GTRC to keep it confidential; or 4) is disclosed, with the approval of GTRC, through publication. However, the provisions set forth herein shall not affect rights of MEMBER(S) set forth in Exhibit 1, BYLAWS, Article 5.

19.0 The confidentiality obligations of MEMBER as set forth in the BYLAWS shall not restrain the MEMBER to exploit its licenses and rights contained in this AGREEMENT and the BYLAWS. MEMBER shall enforce Confidentiality Agreements with 3rd Parties, and subsidiaries, as required to meet the terms and conditions of Confidentiality of GTRC Information provided to MEMBER.

20.0 Neither GTRC on behalf of MEMBER nor MEMBER shall have any right to assign this AGREEMENT without the prior written consent of the other. This AGREEMENT and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

21.0 This AGREEMENT shall be governed by the laws of the State of Georgia, USA without reference to any conflicts of laws provisions that would apply under the laws of another state or country.

22.0 It is understood that this AGREEMENT may be modified only under terms mutually agreed upon in a duly executed amendment to this AGREEMENT.

23.0 All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon (a) personal delivery, (b) confirmed transmission of facsimile, (c) five (5) days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, or (d) one (1) day after deposit with any reputable express courier for overnight delivery, and addressed to the parties at their respective addresses set forth below unless by such notice a different person or address has been designated.

To GTRC for administrative matters:
Georgia Tech Research Corporation
505 Tenth Street, N.W.
Atlanta, Georgia USA 30332-0420
Attn: Chris D'Urbano
Phone: 404-385-6797
FAX: 404-894 6992
Email:Chris.Durbano@osp.gatech.edu

To MEMBER for administrative matters:
Company Name
Street Address
City, State, Zip

Attn:
Name of Administrative Person
Phone:
FAX:
Email :

To GTRC for technical matters:
Georgia Institute of Technology
Packaging Research Center
813 Ferst Dr. NW
Atlanta, Georgia USA 30332-0250
Attn: Dr. Rao R. Tummala
Phone: 404-894-9097
FAX: 404-894 3842
Email : Rao.Tummala@ece.gatech.edu

To MEMBER for technical matters:
Company Name
Street Address
City, State, Zip

Attn:
Name of Administrative Person
Phone:
FAX:
Email :

27.0 Export Control. MEMBER(S) understands and agrees that that any and all GTRC information provided or exchanged shall be in compliance with all applicable United States Export Control Laws (EAR/ITAR/OFAC) including "deemed exports". The transfer of certain technical data and commodities may require a license from a government agency or written assurances by MEMBER that MEMBER will not re-export data or commodities to foreign countries without prior approval of the appropriate U.S. Government Agency. GTRC agrees to cooperate with MEMBER in securing any such license necessary in connection with the RESEARCH PROJECT(S). GTRC will work with MEMBER to obtain US Export License should it be deemed necessary. If the US Government prohibits the exportation of information to MEMBER due to changes in Technology Control Guidelines, or MEMBER Denied Status during the Membership period, MEMBER has the option of discontinuation of Membership with the CENTER as identified in Section 13.0 of the PRC MEMBERSHIP AGREEMENT, without refund of dues.

28.0 Deemed Export means any release of technology to a foreign national within the United States. Technology is released for export when it is available to foreign nationals for visual inspection, when technology is exchanged orally, or when technology is made available by practice or application under guidance of persons with knowledge of the technology. GTRC may on exchange or provide publicly available information or equipment. The obligations of this section shall survive any expiration or termination of the Agreement between GTRC and MEMBER.

29.0 GTRC and MEMBER hereto have caused this AGREEMENT to be executed by duly authorized representatives on the date indicated below with the Contract Date of Membership as indicated within Section 3.0 of this AGREEMENT.

COMPANY NAME

GEORGIA TECH RESEARCH CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Unofficial Copy