

Printed Electronics Research Collaborative

Membership Agreement

This Membership Agreement ("Agreement") is made this \_\_\_\_\_ ("Effective Date") by and between the University of Massachusetts Lowell (hereinafter, "University"), a public institution of higher education of the Commonwealth of Massachusetts with its principal place of business at 600 Suffolk Street, 2<sup>nd</sup> Floor South, Lowell, Massachusetts 01854, for and on behalf of its Printed Electronics Research Collaborative ("PERC") and \_\_\_\_\_ ("Member"), a \_\_\_\_\_ (corporation, university, not-for profit entity, government agency) with its principal place of business at \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ desires to become a Member of PERC in an effort to support PERC at the University in order to maintain a mechanism whereby the University environment can be used to establish working research relationships that contribute to development of a printed electronics ecosystem. The parties hereby agree to the following terms and conditions:

A. PERC will be operated by the University. PERC will be supported and sustained by membership fees paid in by its members, in addition to support from Federal, State, industry and other grants and contracts that may be attained. The mission statement of PERC is set forth in Exhibit A.

B. Any university, company, government agency, federal research and development organization, or any government-owned contractor operated laboratory may become a Member of PERC.

C. Member agrees to pay an annual Membership fee of \$3,000 for for-profit entities and \$1,500 for government or not-for-profit entities, payable Net forty-five (45) days from execution of Agreement and July 1 of each year thereafter. Member shall make the payment to "University of Massachusetts Lowell" and send to Attn: Heather Spyarakis, UMass Lowell Office of Research Administration, 600 Suffolk Street, 2<sup>nd</sup> Floor South, Lowell, MA 01854. Member will join PERC with the intention of remaining a fee paying member for at least two (2) years. However, Member may terminate this Agreement by giving University sixty (60) days written notice. Membership fees paid are non-refundable.

It is expected that Members will sponsor printed electronics-related research at University through Member-sponsored research and development funding and/or subcontract awards resulting from federally funded Member projects and/or future joint projects with University faculty. The level of membership and associated benefits will be determined by the annual level of sponsored research as follows:

	Platinum	Gold	Silver	Bronze
Annual level of Sponsored Research at University (excluding Annual Membership Fee)	Over \$250,000	\$75,000 to under \$250,000	\$10,000 to under \$75,000	Under \$10,000
Benefits:				
--Seat on Governing Board	X			
--Priority consultation access to faculty	X	X		
--Access to UML Core Research Facilities at Industry Partnership Rates	X	X	X	
--Seat on Technical Advisory Board	X	X	X	
--Complimentary registrations to annual workshop	4	3	2	1
--Opportunity to support small prototype projects not part of PERC technology roadmap	X	X	X	X

D. The Governing Board will be responsible for approval of PERC mission and long-term planning. It will include representatives of University, member companies and state government. The Technical Advisory Board will be responsible for making recommendations to the Governing Board with regard to the technical agenda and technical roadmap and will be comprised of representatives of the Members and the University. The Technical Advisory Board will provide input on new research directions and will assist in targeting federal funding opportunities.

E. Each party hereby acknowledges and agrees that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export and reexport of controlled items and technical information. Without limitation, each party shall comply with all such applicable laws and regulations.

F. University and Members may wish, from time to time, in connection with activities associated with this Membership Agreement, to disclose confidential information to each other (“Confidential Information”). University and Members will use the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable efforts, to prevent the disclosure of any Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient’s obligation shall not apply to

information that (a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; (b) is already in the recipient's possession at the time of disclosure thereof; (c) is or later becomes part of the public domain through no fault of the recipient; (d) is received from a third party having no obligations of confidentiality to the disclosing party; (e) is independently developed by the recipient; or (f) is required by law or regulation to be disclosed.

G. This Agreement may not be assigned by Member without the prior written consent of University, which consent may not be unreasonably withheld or delayed, except in the event of a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

H. Member shall maintain Commercial General Liability insurance that is reasonably adequate to cover Member's employees while on University property, but not less than one million dollars (\$1,000,000) for any single occurrence and two million dollars (\$2,000,000) in the aggregate. Member shall maintain Workers' Compensation Insurance in compliance with applicable federal and state laws.

I. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

J. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of any conflicts of law principles.

K. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to membership in PERC, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the undersigned party has executed this Membership Agreement by its respective duly authorized representative.

UNIVERSITY OF MASSACHUSETTS  
LOWELL

[NAME OF MEMBER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Linda Concino

Name: \_\_\_\_\_

Title: Director,  
Grants and Contracts Administration  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A

Printed Electronics Research Collaborative

Mission Statement

The mission of the Printed Electronics Research Collaborative (PERC) is to establish strategic partnerships between industry (large, medium, and small companies), universities and government that contribute to development of a printed electronics ecosystem. PERC research will develop technologies relevant to the entire supply chain - from enabling materials up through system applications. PERC will establish working research relationship between its members that pre-positions a team for pursuit of large federal funding opportunities.