SAMPLE MEMBERSHIP AGREEMENT

Center for Lasers and Plasmas for Advanced Manufacturing
at
Columbia University

THIS AGREEMENT is made this _______________ day of ___________, 20_____, by and between the TRUSTEES OF COLUMBIA UNIVERSITY (hereinafter called "University") and __________________________ (hereinafter called "Member"), covering the period of __________________ through __________________.

WHEREAS, the Center for Lasers and Plasmas for Advanced Manufacturing (hereinafter called "Center") is a multi-institution Industry/University Cooperative Research Center supported in part by the National Science Foundation at Columbia University, the University of Virginia, the University of Michigan, and Southern Methodist University, memberships with any 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. The Center will be operated and supported by the University and by the University of Virginia, the University of Michigan, and Southern Methodist University as described in the Center Bylaws attached hereto as Attachment A.

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

Payment of these membership fees shall be made to Columbia University 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 the Member should be mailed to: __________________________ and made payable to The Trustees of Columbia University. If a purchase order is used for payment, include the following on the order: 1) that 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. The Member designates __________________________ as its representative to the Industry Advisory Committee established under the Center Bylaws.
D. The 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 the Member as provided by the Center Bylaws.

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

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

I. This Agreement will be governed by the laws of the state of New York.

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 TRUSTEES OF COLUMBIA UNIVERSITY

Name ___________________________   Name ___________________________
Title ____________________________   Title ____________________________
Signature _________________________   Signature _________________________
Date _____________________________   Date _____________________________

MEMBER