



LEHIGH UNIVERSITY
CENTER FOR ADVANCED MATERIALS AND NANOTECHNOLOGY (CAMN)
LIAISON PROGRAM MEMBERSHIP APPLICATION AND AGREEMENT



This Application and Agreement for Industry Liaison Program (ILP) Membership in the Center for Advanced Materials and Nanotechnology at Lehigh University (the "University") summarizes the objectives, benefits, and obligations of Members of the ILP and establishes terms and conditions of membership.

1. **Member Company:**

Address:

Designated Company Representative for ILP Purposes:

Name: Title:

Telephone: Fax:

E-Mail:

2. **Lehigh Contacts:** Gene Lucadamo, Industrial Liaison Officer, 610-758-4855; eal7@lehigh.edu; and Deanne Hoenscheid, Administrative Manager, 610-758-3863, dlh3@lehigh.edu.

3. **Objectives of the University and the CAMN:** University is a non-profit, tax-exempt institution of higher education. The ILP furthers the University's mission of education, research, and the advancement and dissemination of knowledge. More specifically, the objectives of the CAMN are to identify, promote and engage in strategic areas of research and education in advanced materials and nanotechnology that meet the needs of industry, government and students through interdisciplinary collaborations, productive partnerships, dedicated expertise, accessible leading-edge facilities, and innovative educational programs.

4. **ILP Membership Benefits:** Upon acceptance to membership and payment of all membership fees, ILP Members shall receive the following benefits:

- a. CAMN and Center for Optical Technologies (COT) equipment and facilities usage at preferred user rates.
- b. Access to experienced faculty and qualified students, including opportunities to discuss ongoing CAMN research activities and the development of the CAMN's future research plans.
- c. Periodic meetings, workshops, symposia, etc. held at the CAMN generally on an annual basis, which may include presentations of publishable CAMN research results or other topics recommended by CAMN members.
- d. Invitation to and/or notification of university seminars related to materials and nanotechnology research.
- e. Access to credit and non-credit courses offered by CAMN faculty in classroom or via Internet2, at standard tuition rates.
- f. Discount of 50% for University's annual microscopy short course to one employee of Member.
- g. Access to Internet2 classroom for meetings and teleconferencing (separate fees to be charged for this benefit which is available only to CAMN members)

5. **Membership Terms and Fees:** This Membership Agreement will have a term of one year, effective _____ at Level ___ listed in Table I below, and will automatically renew at the same level unless terminated or modified by the parties.

Annual membership fees are payable by check to “Lehigh University” sent to: Center for Advanced Materials and Nanotechnology, Lehigh University, 27 Memorial Drive West, Bethlehem, PA 18015, Attention: Jennifer Sterner. Membership fee will be invoiced upon Member’s submission of this signed Application and Agreement and are not refundable, except as stated under the “Termination” clause below. Membership fees are based on the Member’s projected equipment use for the membership term. **THESE FEES ARE IN ADDITION TO PROGRAM ACTIVITY COSTS* INCURRED THROUGH SEPARATE RESEARCH AGREEMENTS (see Paragraphs 6 and 7).** Should the maximum program activity be exceeded, the Member has the option to pay EITHER an additional prorated membership fee OR the additional fee increment to move to the next membership level. Should an additional increment be chosen, a written amendment will be executed for the remaining period of the membership term.

TABLE I

| Membership Level | Annual Membership Fee | Equipment Use (including 12.5% admin fee*) up to |
|------------------|-----------------------|--|
| A | \$4,000 | \$5,000 |
| B | \$10,000 | \$15,000 |
| C | \$15,000 | \$30,000 |
| D | \$20,000 | \$50,000 |
| E | \$25,000 | Over \$50,000 |

* Program activity costs refer to the expenditures incurred for research and testing activities associated with the CAMN ILP, including a 12.5% administrative fee for all expenditures.

The funds provided will be utilized to support the overall program of the CAMN. Interactions with Pennsylvania companies that meet the objectives of the Pennsylvania Materials Research Science and Engineering Center (MRSEC) program as agreed upon by the Pennsylvania Ben Franklin Technology Development Authority will be used as match for the PA MRSEC award.

6. **Additional Research:** The CAMN is available to perform basic and applied research on topics, fields, or problems of interest to ILP Members. Such research is conducted pursuant to a separate Sponsored Research Agreement or Research and Testing Agreement. Interested Members may contact the CAMN Industrial Liaison Officer to discuss such sponsored research opportunities.
7. **University Research Facilities and Equipment:** University research facilities and equipment are non-profit, tax-exempt resources and are therefore not available for direct use or rental by Members for commercial purposes. Access to University research facilities and equipment may be provided pursuant to a Sponsored Research Agreement or Research and Testing Agreement (see Paragraph 6 above) or pursuant to other arrangements which must be specified in a separate research agreement.

8. **Intellectual Property and Research Data:** All intellectual property and research data created by the CAMN and its faculty, students and staff shall be owned by the University, except as may otherwise be provided by the University's Policy on Intellectual Property or by a University-approved Sponsored Research Agreement or other written agreement specifying alternative ownership. Such alternative ownership must comply with applicable legal requirements.
9. **Indemnification and Insurance:** In consideration of the University's acceptance of the Member's application for membership in the ILP, the Member affirms and agrees that Member shall evidence Commercial General Liability Insurance at the minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate, Automobile Liability at \$500,000 Combined Single Limit per occurrence, and Workers' Compensation and Employer's Liability at the Statutory Limits.
10. **Compliance with Laws and University Policies:** All activities associated with this Agreement shall be conducted in compliance with applicable federal, state, and municipal laws and regulations, including but not limited to those applicable to the University as a non-profit, tax-exempt educational institution and as a recipient of federal and Commonwealth of Pennsylvania funding and grants. All activities relating to this Agreement are also subject to compliance with University policies and procedures.
11. **Safety and Training:** While CAMN will inform Sponsor regarding general safety policy prior to being allowed to use the laboratory facilities the Sponsor assumes primary responsibility for the personal safety of its employees/agents. It is expected that the Sponsor will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the laboratory facilities rules. The Sponsor represents that its employees' and agents' knowledge of the facilities is adequate to permit the safe pursuit of the research work in conjunction with the Sponsor's specific project. University shall have the right to immediately prohibit further use by any employee or agent of Sponsor if University, in its sole discretion, believes that Sponsor has breached this representation with regard to any particular employee or agent. If deemed necessary by CAMN, or requested by Sponsor, training on laboratory equipment can be provided by University at rates shown on the fee schedule at <http://www.lehigh.edu/nano/rates.pdf>.
12. **Publications:** As a non-profit academic institution, the University reserves the right of its faculty and students to publish and present publicly the results of research conducted by the CAMN. In limited circumstances and pursuant to a University-approved confidentiality agreement, the University will maintain the confidentiality of proprietary business information of a Member if such information is needed for a mutually agreed research agreement project.
13. **Publicity:** The University may include Member's corporate name and logo in the CAMN ILP Membership list or in other University materials regarding University's interactions with industry.
14. **Confidentiality:** Any confidential or proprietary information exchanged between University and Sponsor shall be governed by a separate Confidentiality Agreement.
15. **Priority:** Notwithstanding anything to the contrary contained herein, in the event that the terms of this document conflict with the terms of any Research and Testing Agreement, Sponsored Research Agreement, or any other agreement entered into by the Member and the University, as documented in writing by a duly authorized representative of the University, the terms of any such agreement will take precedence over any conflicting terms contained herein.

16. **Termination:** This Agreement may be terminated by Member or the University upon thirty (30) days prior written notice to the other party. If terminated upon the request of the University, a partial refund of the membership fee will be made, prorated to the days remaining on the original membership from the date of termination, and after costs or non-cancelable commitments incurred through and including the date of termination have been paid by Member.

The parties, intending to be legally bound, have executed this Agreement by their duly authorized representatives on the date indicated below.

Agreed:

MEMBER ORGANIZATION: _____

Signature: _____

Name / Title: _____

Date: _____

LEHIGH UNIVERSITY
CENTER FOR ADVANCED MATERIALS AND NANOTECHNOLOGY

Signature: _____

Name / Title: Martin P. Harmer, Director, Center for Advanced Materials and Nanotechnology, Lehigh University

Date: _____