



INDUSTRIAL AFFILIATE PROGRAM MEMBERSHIP AGREEMENT

Between The Center for Packaging and Unit Load Design at Virginia Polytechnic Institute and State University and _____.

This Agreement is made and entered into this _____ day of _____, 20____ by and between Virginia Polytechnic Institute and State University, a Virginia nonprofit institute of higher education with offices at 1880 Pratt Dr., Suite 2006, Blacksburg, VA 24060 (hereinafter referred to as the "University" or "Virginia Tech") and _____, a corporation with offices at _____ (hereinafter referred to as the "Member" or "Affiliate").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industrial Affiliate Program for Center for Packaging and Unit Load Design (hereinafter called the "Center") at the University, the parties hereby agree to the following terms and conditions:

Article 1: Membership

1. Affiliate agrees to pay an annual fee for one of the categories as indicated below:

- _____ Bronze Membership (\$5,000 per year)
_____ Silver Membership (\$10,000 per year)
_____ Gold Membership (\$25,000 minimum per year)

a) Payment of these fees shall be made to the Virginia Tech Foundation by _____ of each year. The payments need to be sent to the following address: 1650 Research Center Dr., Virginia Tech (0503), Blacksburg, VA 24061.

- b) Because research of the type to be done by the Center takes time and research results may not be obvious immediately, Affiliate should join Center with the intention of multiple years of membership. Affiliate may elect to renew this Agreement each year with the payment of the annual fee, which will be invoiced to Affiliate in January of each year.

2. Member Benefits:

A. Bronze Level Members shall be entitled to the following benefits:

- a) Association with a nationally recognized research center.
- b) **Promotion on the Center's website** as an affiliate member and inclusion in our searchable database as a supplier of specific products or services.
- c) **Access to the password-protected, affiliate-only section of our website**, which includes SLICK – the Searchable Library of Integrated Center Knowledge (an online database). SLICK includes CPULD publications and presentations, research information, and other information of broad interest to the industry.
- d) Opportunity to **interact with students** in the Center for purposes of research activities and recruitment.
- e) **Priority and discounted registration for professional seminars and short courses** hosted by the Center and taught by the Center faculty and our expert partners. Members will have priority over non-Members and will receive a discount on registration and fees.
- f) Participation in the governance of the **student trainee program**
- g) **Priority access to the center's technical assistance team and testing services.** This team includes experts in packaging, palletization, material handling equipment, and unit load design optimization. The team is available for telephone assistance and on-site consulting, subject to Virginia Tech consulting policies.
- h) Access to **confidential research information** prior to public disclosure to guide Member's internal research direction and planning.
- i) Members will be invited to attend the **Center's Advisory Board Meeting** each year, allowing participation in discussions of Center policy and research priorities.

- j) 10% **discount** on testing services.
- B. Silver Level Members will have all the benefits of Bronze Members plus the following additional benefits:
- a) Limited **complementary registration slots** for professional seminars and short courses hosted by the Center.
 - b) **Premium promotion** in the Center’s website, and recognition in our annual meeting
 - c) Participation in the **CPULD Executive Board**
 - d) Additional 10% discount – for a **total of 20% discount** on testing services.
 - e) One 4-hour, **one-on-one consultation session** with the world-renowned experts who are faculty of the Center, subject to Virginia Tech consulting policies.
- C. Gold Level Members will have all the benefits of Bronze and Silver Members plus the following additional benefit:
- a) A **graduate fellowship or undergraduate scholarship under the name of the Affiliate Member** will be established. The work to be performed under the graduate fellowship may be suggested by the Member, but must be consistent with the priorities and interests of the Center. The Member will participate in the graduate advising committee and have a close oversight of the research. All material costs pertaining to the research conducted by the graduate fellow will be covered by the Member. The current academic tuition of the Graduate Fellow for the duration of the research is not the responsibility of the Member. A proposal containing research scope, duration, deliverables, and budget will be submitted to the Member prior starting the research project. The research results will be made available to the Member only with early access to Intellectual Property (if any) for 1 year following the final defense of the student, after which, the Center or University may share it with other Members and with the public in a timely manner.

Article 2: Publications and Intellectual Property

1. **Publications:** Subject to the University's and Center's obligations under Article 1, Section 2(c), University reserves the right to publish in scientific or engineering journals the results of any research performed by Center after providing the Affiliate with a thirty (30) day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of the Affiliate's proprietary information. If necessary to permit the preparation and filing of U.S. patent applications, the Center may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent written agreement between the Affiliate and Virginia Tech. Failure to provide comments during the review period will be de facto agreement to publication.
2. **Rights in Intellectual Property:** Intellectual property, whether or not copyrighted, patented or patentable, or otherwise, shall remain the property of the originating party. All patents derived from inventions conceived by the University or Center or first actually reduced to practice in the course of research conducted by the Center shall belong to University. University, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. Affiliates may negotiate a nonexclusive fee-bearing license with the right to sublicense to its subsidiaries and affiliates. If only one Affiliate seeks a license, that Affiliate may negotiate an exclusive fee-bearing license.
3. **Affiliate Materials:** Affiliate grants to the Center a limited, royalty-free, non-exclusive right and license to the Affiliate's materials solely as necessary to perform this Agreement and the projects performed hereunder as described in any Statements of Work on file. The Affiliate's materials will remain the property of the Affiliate. The term of such license shall commence upon Affiliate's delivery of the Affiliate materials to University and Center, and shall terminate upon completion of a project or termination of this Agreement or at any time upon notice by Affiliate. The Affiliate's materials are considered confidential information. The University and the Center shall not disclose the Affiliate's information to any third parties - except to any trusted employees or personnel who have a legitimate need to know in order to further their performance of this Agreement. All such employees or personnel



must be bound by confidentiality obligations at least as restrictive as those hereof. On termination of this Agreement – at the completion or cessation of the project – the Center shall promptly return all of the Affiliate’s confidential information, including all materials, delete all back-up copies, and must provide certification that all such information has been returned or deleted. All other rights in and to the Affiliate Materials are expressly reserved by Affiliate and its licensees. “Affiliate Materials” means all information, content, and/or physical materials, provided or to be provided by or on behalf of Affiliate.

4. **Research Results:** The University and Center hereby grant to Affiliate the right to use the results for internal research purposes. The results are for Affiliate’s internal use only; provided that the Affiliate has the right to use the results to continue its own research including developing processes, methods, or formulas that it may incorporate into its products or services.
5. **No License:** Except as specifically set forth herein, neither the execution and delivery of this Agreement nor the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any invention or patent, hereafter owned or controlled by the party furnishing same.

Article 3: Miscellaneous

1. **Public Release of Information:** Neither party shall issue news releases, public announcements, advertisements, or any other form of publicity concerning their efforts in connection with this Agreement without obtaining prior written approval from the other party. In the event such approval is granted, any resulting form of publicity shall give full consideration to the role and contributions of the parties.



2. **Communications:** All communications relating to this Agreement shall be directed to the following designated individuals:

For Virginia Tech:

Dr. Laszlo Horvath
Center for Packaging and Unit Load Design
Virginia Tech
1650 Research Center Dr.
Blacksburg, VA 24060
Phone: (540) 231-7673
Email: lhorvat@vt.edu

For Affiliates:

Attn: _____
Phone: _____
Email: _____

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein. The individuals designated below shall, unless and until otherwise provided in writing by the appropriate party, be the only individuals eligible to receive any and all written notices under this Agreement:

For Virginia Tech:

Office of Sponsored Programs
Attn: John C. Rudd, Jr.
North End Center, Suite 4200
300 Turner Street, NW
Blacksburg, VA 24061
Phone: 540-231-5281
Email: ruddj@vt.edu

For Affiliate:

Attn: _____
Phone: _____
Email: _____

With extra copies to be sent to: _____



3. **Assignment:** This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of both parties. For the purpose of this Agreement, any name change, corporate merger, acquisition, or similar change shall not be considered an assignment.
4. **Export Controls:** It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Confidential Information, proprietary technical data or source code, collectively hereafter referred to as “Items.” Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party’s person for receipt of notices in writing for of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.
5. **Severability:** In the event any portion of the Agreement is deemed invalid or unenforceable for any reason by a court or agency of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.
6. **Changes:** Any modification or amendment to this Agreement shall be in writing and signed by a duly authorized official of both of the parties hereto.
7. **Applicable State Laws:** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia, without giving effect to principles of conflict of law.
8. **Use of Name:** Neither party will use the name of the other in any advertising or make any form of representation or statement in relation to the Research which would constitute an express or implied



endorsement of any commercial product or service without first having obtained written permission of the other Party.

9. **Liability:** Virginia Tech is a state educational institution and enjoys the sovereign immunity of the Commonwealth of Virginia. Without waiver of this immunity and to the extent permitted by the Constitution and laws of the Commonwealth of Virginia, Virginia Tech shall be solely responsible where found liable, to the extent covered by insurance, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with this agreement and occurring within the scope of this agreement. Nothing herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth. Neither party is assuming any liability for the actions or omissions of the other party. Each party will hold the other party harmless against all claims and liability arising from the negligence of a party's agents or employees pursuant to the scope of this agreement.

10. **Entire Agreement:** This Agreement constitutes the entire, complete, and final understanding and agreement between the parties on the Program and Subject Solicitation and supersedes any previous or other understandings, commitments, or agreements, oral or written. No changes may be made in this Agreement without the written agreement of duly authorized representatives of each of the parties hereto. Each party covenants that there is no agreement between itself and any other person, firm, or corporation which would cause this Agreement not to have full force and effect.



IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day and year indicated in the preamble.

**Virginia Polytechnic Institute
& State University**

Affiliate: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____