

NSF ENGINEERING RESEARCH CENTER FOR
ADVANCED TECHNOLOGIES FOR THE PRESERVATION
OF BIOLOGICAL SYSTEMS (ATP-BIO)

INDUSTRY MEMBERSHIP AGREEMENT

This Agreement is made by and between The Regents of University of Minnesota (hereinafter Lead University) on behalf of Advanced Technologies for the Preservation of Biological Systems (ATP-Bio) Core Academic Members in the Center,

and

_____, located at _____
(hereinafter called "ORGANIZATION"), each singly a "Party" and collectively the "Parties."

Whereas, the NSF Engineering Research Center for Advanced Technology for the Preservation of Biological Systems (referred to hereinafter as "ATP-Bio" or "Center") has been established to overcome the core obstacles to biopreservation and accelerate the development and translation of biopreservation technologies. This project will enable biopreservation, i.e. "stopped biological time," to preserve biological systems across the entire spectrum of complexity – cells, tissues, organs, and even some whole organisms. It will enable banking of life-saving organs and tissues for transplantation, shipping therapeutic cells around the world, expansion of human cells and tissues available for drug research, and storing germplasm (and even whole organisms) to preserve biodiversity and support aquaculture. To realize its objectives, the project will make crucial scientific contributions to cryobiology of biological systems, nanoscience/nanotechnology, thermodynamics of water in heterogeneous biological systems, computational chemistry, and many other fields. ATP-Bio also aims to develop the diverse workforce needed for rapidly growing biopreservation industries and to integrate the technologies into society through robust ethical and regulatory engagement, outreach, internships, sponsored research, and training opportunities.

WHEREAS, ATP-Bio is supported in part by the National Science Foundation (NSF) through award number: EEC-1941543 (the "NSF Contract"), and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the Center to leverage the NSF support in conducting Core Research and Seed Project Research and leverage technology transfer activities,

NOW, THEREFORE, the parties hereby agree this day of _____
(Effective Date) to the following terms and conditions:

- A. CENTER will operate in accordance with the CENTER Bylaws, a current copy of which is incorporated herein and annexed hereto as Attachment A, and which may be amended from time to time by CENTER and an amended copy provided to ORGANIZATION.
- B. ORGANIZATION agrees to pay the selected, nonrefundable membership fee listed below annually in support of the CENTER, thereby becoming an Industry Member of the CENTER in the category indicated and entitled to the privileges described in the CENTER Bylaws (Attachment A). Annual membership fees may be changed in accordance with the CENTER Bylaws and by amendment to this Agreement.

[] Sustaining Member – Annual Fee: \$50,000

☐ Full Member – Annual Fee: \$25,000

☐ Associate Member – Annual Fee: \$1,000

All or part of the annual membership fee may be paid in-kind on a case-by-case basis subject to approval.

Each membership year corresponds with a fiscal year beginning September 1st with fees due for following year on August 31st. New Industrial Member's fees for the first year of membership are pro-rated on a monthly basis.

LEAD UNIVERSITY shall submit an invoice to the ORGANIZATION for the payment of the first year membership fee within thirty (30) days after this Agreement is fully executed. For subsequent years, LEAD UNIVERSITY shall invoice ORGANIZATION for membership fees in full. Payment will be due and payable, in full, thirty (30) days after the ORGANIZATION's receipt of the aforementioned invoices. An electronic funds transfer option is available, the details of which will be included on the invoice. Because research of the type to be done by the CENTER takes time and research results may not be immediately obvious, the ORGANIZATION joins the CENTER with the intention of remaining a fee-paying member for at least three (3) years. Membership in the CENTER shall become effective upon full execution of this Agreement and LEAD UNIVERSITY's receipt of the first payment by the ORGANIZATION of its membership fees.

- C. The ORGANIZATION agrees to be bound by the provisions of the attached CENTER Bylaws.
- D. No action is required to renew this Agreement annually; however, the ORGANIZATION may terminate this Agreement by giving the CENTER Director a written notice of termination no less than 90 days prior to the effective date of termination. In the event of such termination, the ORGANIZATION shall not be required to make any payment beyond the date of termination. If the ORGANIZATION provides notice of termination, and if such 90 days notice period runs into a subsequent membership year, then the ORGANIZATION's membership fee for the subsequent year shall be in the amount of the previous year's annual membership fee pro-rated on a monthly basis.
- E. The LEAD UNIVERSITY may terminate this Agreement upon written notice to ORGANIZATION for any reason, including failure of ORGANIZATION to pay, when due, ORGANIZATION's membership fee or other default of this Agreement by ORGANIZATION unless the ORGANIZATION shall have made the required payment or corrected the default within thirty (60) days from the date of the notice of termination provided by the LEAD UNIVERSITY.
- F. THE CENTER AND ALL CORE ACADEMIC MEMBERS OF THE CENTER MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE USE, ORIGINALITY, OR ACCURACY OF ANY RESEARCH RESULTS, ANY ITEM OF INTELLECTUAL PROPERTY OR ANY INVENTION OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY RESEARCH PROJECT, ANY RESEARCH RESULTS, ANY ITEM OF INTELLECTUAL PROPERTY, OR ANY INVENTION OR PRODUCT CREATED OR BASED, IN WHOLE OR IN PART, ON ANY RESEARCH PROJECT OR ANY WORK OR RESEARCH PERFORMED UNDER THIS AGREEMENT.

- G. IN NO EVENT SHALL THE CENTER OR ANY CORE ACADEMIC MEMBERS OF THE CENTER, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURIES TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE CENTER, LEAD UNIVERSITY, OR CORE PARTNER UNIVERSITIES HAVE BEEN ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.
- H. ORGANIZATION shall indemnify, defend and hold harmless the CENTER and all Core Academic Members of the CENTER from and against all claims, losses, damage, expenses, actions, judgments, fines or penalties of any nature whatsoever (including attorneys' fees) arising out of or resulting from ORGANIZATION's own negligence, willful misconduct, or breach of its obligations hereunder.
- I. It is understood by all Parties that the research conducted by the CENTER and the individual Core Academic Members is anticipated to be of the type which qualifies for the Fundamental Research Exclusion under applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and companion regulations, the International Traffic in Arms Regulations, the Export Administration Act of 1979, and companion regulations, the Export Administration Regulations). Notwithstanding the foregoing, all Parties hereto agree that they will abide by all applicable laws and regulations concerning the export or re- export of technical data, computer software, laboratory prototypes, and other commodities.
- J. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the Parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service, and shall be deemed to have been given or made as of the date received.

Contact information for the LEAD INSTITUTION and ORGANIZATION:

University of Minnesota
Contract Administration Contact:
University of Minnesota Office of Sponsored Projects Administration
Nicolas J. Allyn, J.D., Principal Grants and Contracts Administrator
University of Minnesota
200 Oak Street SE, Suite 450
Minneapolis, MN 55455-2070
Phone: 612-625-7054
nic@umn.edu

Technology Transfer
Leza Besemann, Senior Manager
Technology and Commercialization
besem007@umn.edu
(612) 625-8615

ORGANIZATION
Principal Investigator
ATP-Bio's Director John Bischof

Contract Administration
ATP-Bio's Administrative Director (AD)
atp-bio-ad@umn.edu

Intellectual Property Administration Contact:
ATP-Bio's Strategic Partnerships and Innovation (SPI) Director
atp-bio-spi@umn.edu

This Agreement shall not be assigned or delegated, in whole or in part, by ORGANIZATION, nor shall any assignment or delegation be valid, without the prior written consent of all Core Academic Members hereto. No modifications or amendments to this Agreement shall be valid unless contained in writing and signed by all Parties to this Agreement.

This instrument, together with the CENTER Bylaws (Attachment A) and IP Policy (Attachment B), contains the entire agreement between the parties and is not subject to any prior or other terms, conditions, statements, or representation except those expressly set forth or incorporated by reference herein. This Agreement shall be binding upon the Parties hereto and their successors and assignees.

ORGANIZATION

Regents of University of Minnesota

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

