



MEMBERSHIP AGREEMENT

NCSU File # _____

Company Name

Membership Category

	Category	Annual Dues (\$\$)	Voting Points
<input type="checkbox"/>	Full Member I ¹	50,000	50
<input type="checkbox"/>	Full Member II ²	25,000	25
<input type="checkbox"/>	Affiliate Member ³	10,000	10
<input type="checkbox"/>	Startup Member ⁴	5,000	5
<input type="checkbox"/>	Emeritus Member	0,000	0
<input type="checkbox"/>	Partner Organization [#]	0,000	0

Small companies (annual revenue of less than \$25 MM in sales) may choose to join as an Affiliate, Full Member I or Full Member II.

Large companies (annual revenue of \$25 MM or higher) may choose to join as a Full Member I or Full Member II only.

¹ Total annual revenue of \$25 MM or higher

² Total annual revenue of \$25 MM or higher

³ Total annual revenue of less than \$25 MM; No proration of dues in 1st year

⁴ Application must be made within 3 years of incorporation and membership is limited to 2 years in this class; No proration of dues in 1st year

This Agreement is made by and between North Carolina State University at Raleigh, North Carolina (hereinafter called "UNIVERSITY") and **Company name and address (hereinafter, called "COMPANY")**

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support a Nonwovens Institute (hereinafter called "NWI") at UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to develop a better understanding of nonwovens processes and products, stimulate industrial innovation, and provide UNIVERSITY with strengthened educational capability in these fields.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

- A. NWI will be operated by certain faculty and students at UNIVERSITY. The NWI, formerly a NSF State I/UCRC (1991-1999), is currently supported jointly by the industrial sponsors including COMPANY, the state of North Carolina, and the UNIVERSITY.
- B. COMPANY agrees to pay the non-refundable membership dues listed below annually for the period **January 1, 2017 through December 31, 2021**, unless terminated in accordance with the provision below under this section B, in support of the NWI thereby, becoming a **MEMBER in the category indicated below** entitled to the privileges spelled out in the bylaws of the NWI. The price below shall remain fixed per annum for each year that the COMPANY remains a member up to and including **December 31, 2021**. After that date annual dues may be changed in accordance with the bylaws and by amendment to this agreement.

	Category	Annual Dues	Voting Points
<input type="checkbox"/>	Full Member I ¹	\$50,000	50
<input type="checkbox"/>	Full Member II ²	\$25,000	25
<input type="checkbox"/>	Affiliate Member ³	\$10,000	10
<input type="checkbox"/>	Startup Member ⁴	\$5,000	5
<input type="checkbox"/>	Emeritus Member	\$0,000	0
<input type="checkbox"/>	Partner Organization [#]	\$0,000	0

UNIVERSITY shall submit an initial invoice to the COMPANY for the payment of the first year dues (prorated for the incomplete year if applicable) within thirty (30) days after this Agreement is fully executed. For subsequent years, UNIVERSITY shall invoice the Company on or before December 1 of the current year of membership. Invoices will be due and payable in lump sum thirty (30) days after the Company's receipt thereof.

Check should be made payable to North Carolina State University and mailed to North Carolina State University, Office of Contracts and Grants, 2701 Sullivan Drive, Admin. Services III, Box 7214, Raleigh, NC 27695-7214.

¹ Total annual revenue of \$25 MM or higher

² Total annual revenue of \$25 MM or higher

³ Total annual revenue of less than \$25MM; No proration of dues allowed in 1st year

⁴ Application must be made within 3 years of incorporation and membership is limited to 2 years in this class; No proration of dues allowed in 1st year

[#]Must be a nonprofit, technical or trade organization that provides significant in-kind benefits to NWI actives

Because research of the type to be done by the NWI takes time and research results may not be obvious immediately, the COMPANY joins the NWI with the intention of remaining a dues paying member for at least five years, but there is no obligation to continue membership or make contribution of the annual dues for all the five year period. The COMPANY may terminate this agreement at any time by giving UNIVERSITY 90 day written notice prior to the annual contract renewal date. Membership in the NWI shall become effective upon the first payment of dues by the COMPANY.

- C. The Intellectual Property Policy of NWI will be as specified by the attached NWI bylaws.
- D. The organization and operation of NWI will be as specified by the attached NWI bylaws.
- E. The NWI acknowledges that it is a part of the UNIVERSITY, which is the legal entity entering into this agreement with the COMPANY. The NWI further acknowledges and agrees that UNIVERSITY shall be responsible for the acts of its employees. The UNIVERSITY is an agency of the state of North Carolina and as such is covered by the NC Tort Claims Act. The NWI as part of the UNIVERSITY and the UNIVERSITY waive their sovereign immunity for acts of negligence, bodily injury, and property damage up to the limits stated in the NC Tort Claims Act.
- F. This Agreement is acknowledged to have been made and must be construed and interpreted in accordance with the laws of the State of North Carolina, United States of America, without regard for its conflicts of laws provisions.
- G. This Agreement, together with the bylaws, which are appended hereto as Appendix A, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or written regarding this matter. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

	Officer of the COMPANY	Officer of the UNIVERSITY
Name:		
Address		
Phone:		
Email:		
Signature:		
Date:		