



MEMBERSHIP AGREEMENT

NCSU File No. _____

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

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the NextGen Air Transportation Consortium (hereinafter called "NGAT" or "CONSORTIUM") at UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to discover, develop, evaluate, and disseminate knowledge about modern air transportation technologies and procedures that improve capacity, performance, and safety of the National Airspace System and its users (achieve the CONSORTIUM Mission).

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

- A. CONSORTIUM will be operated by certain faculty and students at UNIVERSITY. NGAT is currently supported jointly by industrial sponsors (Members) including COMPANY, the state of North Carolina, and the UNIVERSITY.
- B. COMPANY joins the CONSORTIUM with the intention of remaining a dues paying member for at least three years, but there is no obligation to continue membership or make contributions beyond the first year. COMPANY agrees to pay the non-refundable membership annual dues in the amount of \$1,000.00 for the period January 1, 2017 - December 31, 2019, unless terminated in accordance with the clause below. If a Member joins at any time after July 31st, the membership dues for the first incomplete year will be prorated in the amount of \$500. Annual dues may be changed in accordance with the bylaws and by amendment to this agreement.

The COMPANY may terminate this agreement by giving UNIVERSITY 90 day written notice prior to the annual contract renewal date. Membership in the CONSORTIUM shall become effective upon the first payment of dues by the COMPANY.

University shall submit an invoice to the COMPANY for the first year membership dues 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 the address indicated on the Invoice.

C. The organization and operation of CONSORTIUM will be as specified in the bylaws. The CONSORTIUM acknowledges that it is a part of the North Carolina State University, which is the legal entity entering into this agreement with COMPANY. The CONSORTIUM further acknowledges and agrees that the UNIVERSITY shall be responsible for personal injury or property damage caused by the acts and omissions of its employees to the extent of the State of North Carolina's waiver of immunity under the North Carolina Tort Claims Act, N.C. Gen. Stat. 143-291 et seq. 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 law provisions.

D. This Agreement, together with the bylaws, as amended from time to time, the current version of which is 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 to this Agreement or duly enacted amendments to the Bylaws will affect changes to this Agreement. For the purposes of this Agreement and all services to be provided hereunder, the COMPANY and UNIVERSITY shall be, and shall be deemed to be, independent contractors and not agents or employees of the other parties. None of these parties shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other parties.

F. This Agreement may not be assigned by either party without the prior written consent of the other party.

<p>Officer of the COMPANY Name: Address:</p> <p>Phone: Email:</p>	<p>Officer of the UNIVERSITY Name: Address:</p> <p>Phone: Email:</p>
<p>Signature:</p>	<p>Signature:</p>
<p>Date:</p>	<p>Date:</p>