



AMPT Center Membership Program

1. OVERVIEW

Membership in the Additive Manufacturing, Performance & Tribology (AMPT) Center is open to corporations, federal laboratories and other organizations approved by Rice University who agree to support the mission of the AMPT Center, to participate cooperatively in the work of the Center, and to pay the required membership dues.

To become a Member (defined below) of the AMPT Center, an organization must submit a completed Membership Form/Invoice (available at <http://ampt.rice.edu>) along with the applicable dues. Because research of the type conducted by the AMPT Center takes time and research results may not be obvious immediately, Rice recommends that an organization should join the AMPT Center with the intention of remaining a fee-paying Member for at least three years.

AMPT Center Members are expected to interact with AMPT faculty and research staff to facilitate the goals of the Center. These interactions may include attendance at AMPT Center events, visits to the Rice campus by Member representatives, visits to Member facilities by AMPT Center faculty and students, and discussions at professional society meetings or conferences. During these interactions, Members may work with AMPT researchers on mutually agreed research projects, mentor students, learn specialized techniques, and give special seminars.

2. MEMBERSHIP LEVELS

The AMPT Center offers multiple categories of membership with corresponding benefits, obligations and dues. A “Member” is an organization approved by Rice that has completed and returned a signed copy of Exhibit A to this Agreement and paid dues corresponding to a membership level specified below.

Membership becomes effective upon Rice’s (1) approval of a completed and signed Membership Form/Invoice and (2) receipt of applicable dues. The benefits of each membership level apply while the organization is a Member at that level. Membership dues, whether initial or renewals, are non-refundable.

For the **2019** and **2020** membership years, the membership levels are:

Associate Member: \$75,000 USD per year

- Input in the overall direction of Center-initiated Research (as described in section 3 below)
- Seat on the AMPT Center Advisory Board
- Invitation to annual AMPT Symposium and other events
- Access to research results (e.g. annual reports, presentation slides, posters, etc.)
- Facilitated access to AMPT faculty and students
- Access to training on AMPT Center machines and instruments

Standard Member: \$150,000 USD per year

- All benefits of Associate membership
- Direction (in accordance with an AMPT Center sponsored research agreement) of **one** standard sponsored research project (as described in section 4 below)
- Complimentary small-group courses

Executive Member: \$285,000 USD per year

- All benefits of Associate membership
- Direction (in accordance with an AMPT Center sponsored research agreement) of **two** standard sponsored research projects (as described in section 4 below) or a single sponsored research project of equivalent scope



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- Complimentary small-group courses
- One yearly visit by AMPT Center faculty, including seminar on key and relevant research results, at Member's site

3. CENTER-INITIATED RESEARCH

In addition to research projects sponsored by individual Members as described in section 4 below, the AMPT Center may conduct research activities defined and selected by the AMPT Center faculty in consultation with the AMPT Center Advisory Board based on input from AMPT Members ("Center-initiated Research").

Each Member may propose topics for Center-initiated Research. Each Member understands that Center-initiated Research projects are generally intended to be long-term and may continue beyond the end of the Member's participation.

Each Member may be granted a non-exclusive royalty-free license to use research results from Center-initiated Research for its internal use only, during the term of its membership.

Center-initiated Research includes among its objectives the training of undergraduate, graduate and postdoctoral students. The AMPT Center faculty determine the manner of performance of each project and shall have sole discretion to select professional staff, including students, for work on Center-initiated Research.

At the end of each program year, annual presentations, student theses and other manuscripts which were submitted for archival publication will be made available to AMPT Members.

Center-initiated Research is administered through Rice University's Department of Mechanical Engineering under the direction of the Center Directors, Professors C. Fred Higgs III and Matthew Brake, or their designated successors.

Rice University does not guarantee specific results or success of any research.

4. SPONSORED RESEARCH PROJECTS

In addition to Center-initiated Research as described in section 3 above, AMPT Center faculty and research staff may conduct research projects sponsored by individual Members. A standard sponsored research project in the AMPT Center typically includes support for a principal investigator (AMPT Center faculty member), a research assistant (e.g. postdoctoral scientist or graduate student), basic materials and supplies, and travel, with the total project budget not exceeding ninety percent of the Member dues received. Projects of larger scope may be undertaken with additional support. **The details of each sponsored research project will be governed by a separate sponsored research agreement.**

In order to allow sponsored research projects to be completed during the program year, the sponsoring Member should enter an AMPT Center sponsored research agreement no later than March 15 of the program year (or 75 days after the Member's effective membership date, if the Member joins after January 1). In the event the Member fails to do so, the full amount of the Member's dues may be used by the AMPT Center at Rice's discretion. A sponsored research project spanning multiple program years is contingent upon the sponsoring Member's continuing membership at the appropriate level.



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5. RENEWALS

Annual dues for each calendar year are due to Rice University by December 15 of the preceding year. A membership which is not renewed by December 15 terminates on December 31. A Member may change its level of membership at the time of renewal by paying the dues corresponding to the level it wishes to join for the forthcoming year. Renewals are subject to approval by Rice.

6. ADVISORY BOARD

The AMPT Center Advisory Board includes the Center Director(s) and one representative from each Member. The Advisory Board may make non-binding recommendations on the research projects to be carried out by the AMPT Center, the apportionment of resources to these research projects, and adjustments to the membership structure or Membership Agreement.

7. INTELLECTUAL PROPERTY

Members acknowledge that the work of the AMPT Center is primarily pre-competitive research and that AMPT Center researchers have an assignment obligation to Rice for the intellectual property developed by them. Unless otherwise provided by a sponsored research agreement, all intellectual property invented, reduced to practice, created, or developed by AMPT Center researchers in the course of AMPT Center research shall be owned by Rice University, even if made jointly with Member personnel. Intellectual property invented, reduced to practice, created, or developed solely by a Member shall be owned by the Member. AMPT Center intellectual property is managed by Rice University's Office of Technology Transfer in consultation with the AMPT Center Director(s), pursuant to Rice's intellectual property policies then in effect.

8. LIMITED MUTUAL USE OF NAMES AND LOGOS

Neither Member nor Rice shall use the other party's name, trademarks or other logos, or the names of any individuals involved in AMPT Center research in any publication or public presentation without the prior written consent of the other party. Notwithstanding the foregoing, this restriction does not preclude a party's right to acknowledge the other party in a scientific or academic publication and shall not apply to the inclusion of an acknowledgment of Member's funding of research in any such publication or public presentation.

9. CONFIDENTIAL INFORMATION

The term "Confidential Information" shall include all information disclosed by one party ("the Disclosing Party") to the other party ("the Receiving Party") in any manner or media. Any Confidential Information disclosed by either party must be marked as "confidential" at the time of disclosure or, if disclosed orally or visually, must be identified as such at the time of disclosure and reduced to written, printed or other tangible form, marked as "confidential" and delivered to the other party within ten (10) days from the date of disclosure.

The Receiving Party shall, for a period of three (3) years after receipt of the Confidential Information, hold all Confidential Information in strictest confidence and shall not record, reproduce, reference, disseminate or disclose any part thereof in any manner or media without the prior written consent of the Disclosing



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Party. The Receiving Party shall use all Confidential Information solely for the purpose of the Agreement and not for the benefit of any other person or entity.

The Receiving Party shall not be required to keep confidential any Confidential Information that (i) is already available without restriction to the general public, (ii) becomes available without restriction to the general public through no act or omission of the Receiving Party or any breach of this Agreement, (iii) is independently obtained by the Receiving Party without being subject to any confidentiality obligation, or (iv) is required to be disclosed by the Receiving Party in order to comply with any subpoena or other mandatory legal process or requirement. Prior to disclosing any information pursuant to clause (iv) above, the Receiving Party shall provide (if legally permitted under the circumstances) the Disclosing Party with prompt prior written notice of such request or requirement so that the Disclosing Party may seek a protective order or other legal protection of such disclosure.

The Receiving Party expressly acknowledges and agrees that all Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party, and that the Disclosing Party shall be the sole owner of all patents, copyrights and other intellectual property rights related thereto. This Agreement shall not be deemed to grant or convey to the Receiving Party any license or other right to any Confidential Information. The Receiving Party shall deliver to the Disclosing Party all manifestations in any manner or media (including, but not limited to, all copies and other reproductions and recordings) of Confidential Information upon the earlier to occur of (i) a request by the Disclosing Party or (ii) the expiration or termination of this Agreement.

Member shall inform Rice prior to the disclosure of any Confidential Information of Member that is restricted from export from the United States (including, but not limited to, deemed export to foreign nationals in the U.S.) and Rice shall have the option to refuse receipt of such Member's Confidential Information.

10. DUES AND PAYMENT INFORMATION

Payment Dates

The AMPT membership year and Research Program year are from January 1 through December 31 of each calendar year. However, organizations joining the AMPT Center in **2019** will enjoy membership for the remainder of 2019 **and** for 2020:

	Dues payment at joining	Membership start date	Renewal due	Membership expiration
August 1 to December 31, 2019	Full annual dues	Approval by Rice and receipt of dues	December 15, 2020	December 31, 2020

For organizations joining the AMPT Center (or re-joining after a membership lapse) in **2020 or later**, initial dues are as follows:



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	Dues payment at joining	Membership start date	Renewal due	Membership expiration
January 1 to January 31	Full annual dues	Approval by Rice and receipt of dues	December 15	December 31
February 1 to June 30	Prorated annual dues based on number of months or partial months remaining in calendar year	Approval by Rice and receipt of dues	December 15	December 31
July 1 to December 31	Prorated annual dues based on number of months or partial months remaining in calendar year, PLUS full annual dues for following calendar year	Approval by Rice and receipt of dues	December 15 of following calendar year	December 31 of following calendar year

Payment Procedure

All payments shall be in U.S. dollars payable to William Marsh Rice University with “AMPT Center Membership” as a descriptive note. Payment shall be made by one of the following methods:

ACH transfer	Wire Transfer	Mail
ACH to: JPMorgan Chase Bank N.A. 712 Main St Houston, TX 77002, USA	Wire to: JPMorgan Chase Bank N.A. 712 Main St Houston, TX 77002, USA	William Marsh Rice University Research & Cost Accounting, MS 74 6100 Main Street Houston, TX 77005
ABA Routing #: 111000614	ABA Routing #: 021000021	
Account #: 101418847	Account #: 101418847	
	SWIFT Code: CHASUS33	
Account Name / For Credit to: William Marsh Rice University-Funding Account		
Bank Contact: Ilesha Leon (713) 216-8218		

Note: Routing instructions are current as of July 2019, but do change from time to time. For future payments, please contact the Treasurer’s office (treasoff@rice.edu) to confirm routing instructions.

If payment is made by wire transfer, all wire transfer fees shall be paid by the Member. For all methods, it is recommended that the Member notify the AMPT Center Industry Liaison when payment is *en route*.

The terms and conditions of any purchase order or other purchasing document issued or submitted in connection with dues payment are not applicable to AMPT Center membership and shall only serve to facilitate such payment.



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11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

Notwithstanding anything in this agreement to the contrary, Rice makes no representations or warranties of any kind, express or implied, concerning the results of the AMPT Center research or any related intellectual property, including, but not limited to, representations and warranties as to non-infringement, merchantability and fitness for any particular purpose.

Neither Member nor Rice shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by any other party in connection with this agreement, the AMPT Center research, or any related intellectual property, including, but not limited to, any use or commercialization thereof.

MEMBER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND RICE (INCLUDING, BUT NOT LIMITED TO, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, THE PRINCIPAL INVESTIGATOR AND THE OTHER PROJECT TEAM MEMBERS) FOR, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COURT COSTS), OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO, ANY PROPERTY DAMAGE OR LOSS, PERSONAL INJURY OR DEATH, PRODUCT LIABILITY OR DEFECT, OR PATENT OR COPYRIGHT INFRINGEMENT) DIRECTLY OR INDIRECTLY ARISING AS A RESULT OF OR IN CONNECTION WITH MEMBER'S USE OR COMMERCIALIZATION OF THE RESULTS OF THE RESEARCH PROJECT OR ANY RELATED INTELLECTUAL PROPERTY, WHETHER ARISING AT LAW OR IN EQUITY, AND WHETHER UNDER CONTRACT, TORT OR STRICT LIABILITY PRINCIPLES. MEMBER'S DEFENSE OBLIGATIONS SHALL BE WITH ATTORNEYS APPROVED BY RICE, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

12. MISCELLANEOUS

This agreement, and this AMPT Center, shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). Member and Rice irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorneys' fees and court costs as may be incurred in connection therewith in addition to any such other relief as may be granted.

All rights granted to Member in connection with this Agreement, the Research Project and the intellectual property resulting from the Research Program are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Member shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Research Program or the intellectual property resulting from the Research Program, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Member rights in this Agreement, the Research Program and the intellectual property resulting from the Research Program, Rice does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.