



**RUTGERS**  
UNIVERSITY

## **MEMBERSHIP AGREEMENT BETWEEN**

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*Name of Member*

And

**Rutgers, The State University of New Jersey  
School of Engineering**

In regards to

**Advanced Polymer Center (AMIPP)**

EFFECTIVE DATE \_\_\_\_\_

This AGREEMENT is made by and between Rutgers, The State University of New Jersey on behalf of its **New Jersey Advanced Polymer Center (AMIPP)**, having offices at Rutgers University in Piscataway, New Jersey (hereinafter referred to as AMIPP), and a corporation duly organized and existing under the laws of the State (hereinafter referred to as “Member”)

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*Name of Member*

*Member Address*

The Member wishes to support the efforts of AMIPP and to obtain certain benefits of membership in AMIPP. NOW THEREFORE, in consideration of the benefits and considerations set forth in this AGREEMENT it is agreed as follows:

1. Member shall pay AMIPP an annual membership fee of US\$20,000.00, within 30 days of the effective date of this AGREEMENT. In consideration thereof, Member shall be entitled to the benefits described in Schedule A hereto. Members shall be entitled to such membership benefits only as long as they are and remain members in good standing of the AMIPP.
2. Member understands that their membership fees will not be used for research, but solely for the operational expenses of AMIPP.
3. If Member wishes to acquire a license to any invention described in technical reports it receives from AMIPP, or to sponsor further research relating thereto, it will execute an agreement to that effect with AMIPP and RUTGERS.
4. This AGREEMENT commences as of effective the date and expires one year from such effective date, and is renewable upon mutual agreement of the parties.
5. Neither AMIPP nor RUTGERS makes any express or implied representations or warranties concerning any of the information or other material furnished to Member under this AGREEMENT other than that AMIPP has the right to provide such information or material to the Member. Member shall indemnify AMIPP, RUTGERS and their employees and units, and hold harmless from all claims, expenses, losses and liabilities arising from or relating to the Member's use of any such information or material.
6. This AGREEMENT sets forth the entire understanding and agreement between Member and AMIPP and replaces all prior oral or written understandings and agreements pertaining to Membership within the AMIPP. This AGREEMENT may only be modified by a written amendment by duly authorized representatives for the parties hereto. All matters of interpretation relating to policies, procedures and programs of AMIPP shall be at the sole discretion of the AMIPP Directors, and such policies and procedures and programs may be amended from time to time.
7. This AGREEMENT, and all amendments, modifications and changes hereto, are made under and shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions.

Executed by the parties hereto as of the date first above written.

**For Rutgers, The State University of New Jersey on behalf of AMIPP**

Richard L. Lehman

Director, AMIPP Polymer Center

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*AMIPP Representative*

*Title*

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*AMIPP Signature*

*Date*

Heidi M. Szymanski

Acting Director, Rutgers OTC

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*Rutgers Representative*

*Title*

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*Rutgers OTC Signature*

*Date*

**For**

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*Name of Organization*

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*Authorized Member Name*

*Title*

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*Authorized Member Signature*

*Date*