

**CENTER FOR SEMICONDUCTOR MODELING CONSORTIUM
INDUSTRY MEMBERSHIP
AGREEMENT NO. ____**

This Agreement is made this ____ day of _____, 2018, by and between Trustees of Boston University with principal offices at One Silber Way, Boston, MA 02215 (hereinafter called “**BU**”) and _____, with offices at _____ (hereinafter called “**Company**”).

WHEREAS, BU and ARL have established the ARL Center for Semiconductor Modeling (**CSM**) (“**Center**”);

WHEREAS, BU has established the CSM Consortium (“**Consortium**”)

WHEREAS, the Consortium is defined as a multi-site Industry/University cooperative research center with BU, as the lead institution;

WHEREAS, other companies may later join the Consortium and, with Company, may hereinafter be collectively referred to as “**Industry Members**”; and,

WHEREAS, Company intends to join Consortium as a [Full][Affiliate] Member with rights and obligations as defined in the Bylaws and Articles of Collaboration of Trustees of Boston University Center for Semiconductor Modeling Consortium (hereinafter referred to as the “**Articles of Collaboration**”), and;

WHEREAS, other universities may later join the Consortium and collectively will be referred to as “**University Members**”; and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the Consortium and to maintain a mechanism whereby the university environment can advance, develop, and promote research in semiconductor modeling through research and development, education, and technology exchange among academic, industry, and government entities;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

- A. The rights and obligations of Consortium Members shall be governed by the Articles of Collaboration, which is attached hereto, and which is hereby incorporated herein by reference. The terms of the Articles of Collaboration shall, in the event of conflict, take precedence over any inconsistent terms in this Membership Agreement. As set forth in the Articles of Collaboration, the Center for Semiconductor Modeling (CSM) at Boston University (BU) will be operated by certain faculty, staff and students at BU.
- B. As set forth in the Articles of Collaboration, if joining as a Full Consortium Member, Company agrees to contribute \$25,000 annually in support of the Consortium. The membership period of this agreement is August 1, 2018- December 31, 2019 (17 months). Future years will be on a 12 month cycle commencing in January of 2020. If joining as an Affiliate Consortium Member, Company will contribute either \$5,000 annually or equivalent in-kind support as agreed upon by the Consortium Advisory Board. BU shall submit an invoice to the Company for the payment of dues upon execution of this Membership Agreement. Payment will be due and payable to the address of BU on invoice sixty (60) days after the Company’s receipt of the aforementioned invoices.
- C. Because research of the type to be done by the Consortium takes time, and research results may not be obvious immediately, Company should join the Consortium with the intention of remaining a fee-paying supporter for at least two years. However, Company may terminate this Agreement by giving BU 180 day written notice prior to the termination date.
- D. Ownership of intellectual property made or created by Consortium Members in the course of

performing tasks under the Consortium with Consortium funding shall be governed by the terms of Article 7 of the Articles of Collaboration.

- E. The operation of the Consortium Advisory Board and the Consortium Steering Committee is set forth in Article 4 of the Articles of Collaboration.
- F. During the term of this Membership Agreement, Company grants Consortium the right to identify Company as a participant of Consortium in directories and other marketing materials, including the Consortium website. Company may publicly identify its membership in Consortium in documents, press releases, brochures and other materials. All such identifications by either party shall be limited to the name (in text and graphics) and address of the Company or Consortium, unless written permission is granted to do otherwise.
- G. Except as otherwise provided in the Articles of Collaboration, this Agreement, and the validity, interpretation, construction and enforceability hereof, and all rights and obligations of the parties, whether arising under this Agreement or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction and venue for resolution of any disputes between the parties shall be in the state and federal courts located in Massachusetts, and each of the parties hereby submits to, and waives objection to, the jurisdiction and venue of such courts.

Trustees of Boston University

Company

Name : _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____