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| **For Internal Use Only****Depts must provide:** |  |  | **For Internal Use Only****OES must provide:** |  |
| **ESAF #** |  |  | **OES Contract #** |  |
| **Chart/Field Account #** | **-****-** |  | **Analyst** |  |
| **Customer ID #** |  |  |  |  |



**MEMBERSHIP AGREEMENT –****Insert Organization or Company Name**

**Department Name**

 ***THIS MEMBERSHIP AGREEMENT*** is effective as of **,** by and between The Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and **Insert Company or Organization Name** (“Member”). This Agreement is entered into by University through its Department Name (“Department”).

 **WHEREAS,** the parties to this Agreement intend to join together in a cooperative effort to support and strengthen the University’s scholarship and contributions in the field of **Insert Field of Study** (“Field”).

 **NOW, THEREFORE,** for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

1. Membership. Member will join the **Insert Name of Consortium/Group** (“Organization”)in the current membership cycle, and shall receive the membership benefits detailed in Exhibit A. Member has selected the following Membership Level: **If using tiers, specify the selected tier here.** The Department may change the benefits in the next membership cycle, and will notify all members of the potential changes. Member shall comply with all terms of membership provided by Department.
2. Membership Fee. Member shall pay University the amount shown on the attached Exhibit A for the time period from **Insert Start Date** through **Insert End Date**. Payments from Member thereafter shall be made on each annual anniversary in the same amount as shown on Exhibit B through the end of the current membership cycle. The Department may increase membership rates at the end of the current membership cycle and shall notify all members of any potential increase as well as any changes to the benefits.
3. The Department will submit an invoice to Member for the payment. The invoice will identify this Agreement. The Department will send the invoice to Member at the following address or e-mail address:

Attn:

Member will pay in US dollars the amount of the prepared invoice within thirty (30) days following receipt. Remittance details and/or questions regarding payments can be sent via email to:

arpaymnt@umn.edu. Payments for the membership fee must be made in accordance with the invoice.

1. All other correspondence sent to Member shall be sent to:

Attn:

1. The parties understand and agree that Member may freely carry out other, independent research in the Field.
2. Both parties shall exercise reasonable care and diligence to prevent their employees and agents from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other considerations for the purpose of improperly influencing the relationship between the parties. This obligation shall apply to the activities of each party in its relations with the other party’s employees, representatives, and their families, as well as the other party’s vendors, contractors, or consultants.
3. In addition to the payment obligation in Section 2, Member is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws.
4. Each party agrees that it will not, without prior written consent of the other, in each instance use in publication, presentation, advertising or publicity, or other similar promotional material the name, or logo or symbol, or other registration, trademark or servicemark of the other.
5. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota and the law of Minnesota shall apply.
6. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE, FOR LOST PROFITS, WORK STOPPAGE, LOST DATA, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND.
7. IN THE EVENT OF UNIVERSITY’S BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT, UNIVERSITY’S ENTIRE LIABILITY AND MEMBER’S EXCLUSIVE REMEDY SHALL BE, AT UNIVERSITY’S OPTION, EITHER TO: (i) RETURN THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT OR (ii) AGAIN PERFORM THE OBLIGATION THAT FAILED TO SATISFY THE TERMS OF THIS AGREEMENT.
8. UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THE SERVICES SHALL BE PROVIDED AND ACCEPTED “AS IS.”
9. Termination. The University may terminate this Agreement for Member’s failure to comply with applicable membership terms and conditions. The University will notify Member of termination, and Member will have 30 days to cure the failure or the termination will take effect at the end of the 30 days. Member may at its sole option choose to discontinue participation in the membership at any time with thirty (30) days written notice to the University. No pro rata refunds shall be issued for any partial year of membership, except in extraordinary circumstances as determined in University’s sole discretion.
10. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereto. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

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| --- | --- |
| **Regents of the University of Minnesota****through its**By: Name: Title: Date:  | **Insert Company or Organization Name**By: Name:      Title:      Date:  |

**Exhibit A**

**MEMBERSHIP BENEFITS**

**Tier 1 Annual Amount:** **INSERT TIER 1 CONTRIBUTION**

Membership Benefits:

[The following are Examples. Membership benefits must be drafted with the assistance of the External Sales Office]

**Member Recognition**

Member will be identified on the Department’s public website and during **list applicable events** as a member of **Organization Name.** Member will be acknowledged as a member/supporter in the online and printed distribution of [list publications/newsletters]. The [group name] and its current members will also be highlighted on the Department's social media channels throughout the year.

**Name of organization Meetings**

Member will be invited to **List meetings and frequency.** Member will be invited to provide input to the meetings’ agendas, and can bring up ad-hoc topics for discussion as well.

**Poster Session Participation**

Member will be featured as supporters of the Department’s **name of poster session or showcase**

. Member is invited to participate in the poster and demonstration session to discuss industry technology with Department’s students and faculty. Member will be featured on the Research Showcase website, in the program, and in other promotional materials as a supporter.

**Access to Information**

Access to all **Organization Name** publications, communications templates, workshop slides. Member must comply with all applicable terms and conditions for accessing the information.

**Administrative** Support

Administrative support for local faculty workshops (workshop slides, post-workshop communications).