

ENGINEERING RESEARCH CENTER FOR EXTREME ULTRAVIOLET SCIENCE AND TECHNOLOGY

CORPORATE MEMBERSHIP AGREEMENT

The Colorado State University (CSU), Ft. Collins, in cooperation with partner Core Institutions, the University of Colorado (CU), Boulder, the University of California at Berkeley (UCB), and Lawrence Berkeley National Laboratory (LBNL), has established a Corporate Membership program in support of the NSF Engineering Research Center for Extreme Ultraviolet Science and Technology (referred to hereinafter as the “EUV Center”).

Member company name (hereinafter called NAME) agrees to participate in the EUV Center as follows, and as detailed in the EUV Center Bylaws, as here attached. Specific benefits and obligations of Corporate Membership are described in the Bylaws.

1(a) NAME, as a Full Corporate Member of the EUV Center, agrees to provide annual support in the amount of \$50,000, to be made in no more than two equal semiannual payments. The first such payment is due within sixty (60) days after the date specified in Paragraph 2 of this Agreement.

Or

1(b) NAME, as an Associate Corporate Member of the EUV Center, agrees to provide annual support in the amount of \$25,000, to be made in no more than two equal semiannual payments. The first such payment is due within sixty (60) days after the date specified in Paragraph 2 of this Agreement.

Or

1(c) NAME, as a Small Business Corporate Member of the EUV Center, as defined in the attached Bylaws, agrees to provide annual support in the amount of \$5,000, to be made in no more than two equal semiannual payments. The first such payment is due within sixty (60) days after the date specified in Paragraph 2 of this Agreement.

2. This Agreement will remain in effect as of the date of the last signing party (the “Effective Date”), and will be automatically renewed each year until such time either party terminates Corporate Membership. Corporate Membership will be effective upon receipt by the EUV Center of the signed Membership Agreement. A Corporate Member of the EUV Center may terminate its Corporate Membership by providing a two (2) month notice in writing of its intention to do so.

3. CORPORATE MEMBER appoints: _____
(name)

(phone)

(email)

(address)

as its designated representative to the EUV Center. NAME may change its designated representative, by writing to the EUV Center’s Director, at its discretion.

4. NAME agrees to bear all costs it incurs in participation in the EUV Center such as travel to and from semiannual meetings and other visits to the EUV Center.

5. Reports on activities will be prepared by the EUV Center at appropriate intervals and sent to NAME. The EUV Center Core Institutions reserves unlimited rights to publish data, information, and theses developed in connection with their research, with appropriate delays for review of intellectual property, etc. as detailed in the Bylaws.

6. NAME is entitled to rights in EUV Center Intellectual Property as described in EUV Center Bylaws, here attached.

7. NAME understands that funds provided to the EUV Center will be added to funds from other Corporate Members and therefore no individual financial reports will be given to the Corporate Member concerning the disposition of the particular funds provided by it.

Neither NAME, nor the EUV Center, nor any Core Institution shall use the names or trademarks of the other in any publicity or advertising without the express written permission of the party to be named. The EUV Center's authorized representative for such purpose is its Director.

8. As set forth in the EUV Center Bylaws, which NAME has read and understood, EUV Center research projects that are performed under the management and control of the Core Institutions (CSU, CU, UCB, and LBNL as defined in the Bylaws) shall be governed by the rules and policies of each respective Core Institution and the attached Bylaws.

APPROVED AND ACCEPTED BY:

EUV Center

NAME

(Signature)

(Signature)

Henry S. Gardner, Jr.

(Name)

Associate Vice President for Research

(Title)

(Address)

(Address)

(E-mail)

(E-mail)

(Phone)

(Phone)