New England Robotics Validation and Experimentation Center

Membership Agreement

This Agreement is made this _____ ("Effective Date") by and between the University of Massachusetts Lowell (hereinafter, "University"), a public institution of higher education of the Commonwealth of Massachusetts, for and on behalf of its New England Robotics Validation and Experimentation Center ("NERVE Center") and _____("Company"), a _____ corporation.

WHEREAS, Company desires to become a member of the NERVE Center in an effort to support the NERVE Center at the University to maintain a mechanism whereby the University environment can be used to conduct research of interest to robotics and computer companies that will lead to the development of robotics systems and standard methods for robot evaluation and validation. The parties hereby agree to the following terms and conditions:

A. The NERVE Center will be operated by the University. The NERVE Center will be supported and sustained by membership fees paid in by its members, in addition to support from Federal grants and contracts that may be attained.   The mission statement of the NERVE Center is set forth in Exhibit A.

B. Any university, company, federal research and development organization, or any government-owned contractor operated laboratory may become a member of the NERVE Center.

C. Company agrees to the following level of membership and shall contribute: (check one)

_____ Principal Member: $5,000 annual fee

_____ Associate Member: $1,000 annual fee for organization of 50 or fewer employees

"Member" or "Members" means one or more of any of the Principal Members or Associate Members.

Membership fee is due upon execution of agreement and annually thereafter. Company shall make the payment to "University of Massachusetts Lowell" and send to Attn: Heather Spyrakis, UMass Lowell Office of Research Administration, 600 Suffolk Street, 2nd Floor South, Lowell, MA 01854. Company should join the NERVE Center with the intention of remaining a fee paying member for at least two years. However, Company may terminate this Agreement by giving University sixty (60) days written notice prior to the termination date. Membership fees paid are non-refundable.

D. There shall be an Industry Advisory Board comprised of one representative from each Principal Member (additional seats for additional representatives require additional annual membership fees). The Industry Advisory Board will meet semi-annually at the University. The Advisory Board will be solicited periodically to make recommendations on (a) research

objectives of the NERVE Center, (b) development of standard methods for robot evaluation, (c) new test courses and equipment, and (d) industry needs and trends.

E. As a benefit of membership, the NERVE Center shall provide all of its Members with the following:

> 1. One admission ticket to all NERVE Center events, including lectures and symposiums, including its semi-annual research meeting;

> 2. Name and/or company logo on the membership page of the NERVE Center website.

The NERVE Center shall provide its Principal Members with following additional benefits:

> 1. Use of the NERVE Facility, a University Core Research Facility, at a discounted member rate. For information on how to register and arrange for access to the validation facility use the following link: http://www.uml.edu/Research/CRF/getting-started/default.aspx)

> 2. A seat on the Industrial Advisory Board.

> 3. An additional admission ticket (for a total of two) to all NERVE Center events, including lectures and symposiums, including its semi-annual research meeting;

> 4. Access to metrics and test courses developed at the NERVE Center prior to their finalization, with the ability to provide feedback on the designs at the NERVE Center's semi-annual meeting; and

> 5. Ability to host research demonstrations, at the expense of Member and in accordance with the Core Research Facility terms at the NERVE Facility (Core Research Facility), subject to availability.

F. Each party hereby acknowledges and agrees that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export and reexport of controlled items and technical information. Without limitation, each party shall comply with all such applicable laws and regulations.

G. This Agreement may not be assigned by Company without the prior written consent of University, which consent may not be unreasonably withheld or delayed, except in the event of a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

H. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of any conflicts of law principles.

I. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to membership in the NERVE Center, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the undersigned party has executed this Membership Agreement by its respective duly authorized representative.

UNIVERSITY OF MASSACHUSETTS LOWELL   [NAME OF MEMBER]

By: _____   By: _____

Name: Linda Concino   Name: _____

Title: Director,
Grants and Contracts Administration   Title: _____
Date: _____   Date: _____

Exhibit A

New England Robotics Validation and Experimentation Center

Mission Statement

The mission of the NERVE Center is to improve the development of robotic systems by academia, corporations, and government agencies by facilitating evaluation throughout the design cycle. The NERVE Center's mission also includes fostering a community interested in the improved development of the next generation of robot systems. The NERVE Center will conduct research on new methods for evaluating robots and their uses towards the goal of validating robot systems across all application domains and with increasing autonomy levels.