



# Membership Application & Agreement

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## Membership Application

<b>Organization Name:</b>	
<b>Division:</b>	
<b>Primary Member Representative</b>  <i>Name</i> <i>Title</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>	<b>Financial Contact</b>  <i>Name</i> <i>Title</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>
<b>Education &amp; Workforce Development Contact</b>  <i>Name</i> <i>Title</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>	<b>IT Professional (for SM Innovation Platform, cybersecurity, etc)</b>  <i>Name</i> <i>Title</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>
<b>Marketing Contact</b>  <i>Name</i> <i>Title</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>	<b>Industry / Technology Group Subject Matter Expert (for Affinity Groups, Committees, Projects)</b>  <i>Name</i> <i>Title</i> <i>Expertise Area</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>
<b>Industry / Technology Group Subject Matter Expert (for Affinity Groups, Committees, Projects)</b>  <i>Name</i> <i>Title</i> <i>Expertise Area</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>	<b>Industry / Technology Group Subject Matter Expert (for Affinity Groups, Committees, Projects)</b>  <i>Name</i> <i>Title</i> <i>Expertise Area</i> <i>Address</i>  <i>Contact Number</i> <i>Email</i>

## Organization Information

1. Insert a brief company description here. In particular, what kinds of goods or services are provided by your company or organization?

2. Describe your organization's current level of U.S. capability and resources related to your interests participating with CESMII. Please also describe your organization's experience in working R&D or EWD (Education and Workforce Development) projects with partners in academia, government, and/or industry.

## Organization Information

3. What value/impact do you expect your membership in CESMII will bring to your organization from a Smart Manufacturing perspective? As part of your answer, please include: (1) your organization's current awareness and utilization of SM technology; (2) your organization's plans to adopt new SM technology; and (3) how your organization plans to push for SM adoption with your suppliers and partners.

4. What value and benefit do you feel that your organization can bring to the other members of the CESMII consortium? With the proper projections (as per the CESMII Data Management Plan), would your organization be willing to share data and results with CESMII members that result from your involvement with CESMII?

## Organization Information

5. What are your expectations from a CESMII membership? Please be as detailed as possible.

6. What level of engagement would you like to have with CESMII and other members of the CESMII consortium?

## Organization Information

7. What resources would your organization bring to CESMII? Please be specific in the types of potential resources in terms of knowledge, equipment, software, training, testbeds, etc.

8. Are there any points you would like to have addressed when joining CESMII?

**Overall Organization Information:***Mark the appropriate checkbox(s).*

Small Business- Less than 100 employees  
 Medium Business - 100-499 employees  
 Large Business - Between 500 and 9,999 employees  
 Very Large Business - Greater than 10,000 employees

Minority Owned  
 Women Owned  
 Veteran Owned  
 Other:

Enter your 6-digit NAICS code: \_\_\_\_\_  
 (<https://www.naics.com/six-digit-naics/>)

**Industry:***Mark the appropriate checkbox.*

Aerospace  
 Automotive  
 Chemicals  
 Composites  
 Educational Services  
 Electronics & Semiconductors  
 Food & Beverage  
 Glass, Ceramics, Cement  
 Industrial Glass  
 Medical Devices & Equipment  
 Metals & Fabrication  
 Paper & Pulp  
 Petrochemical Exploration & Refining  
 Pharmaceuticals  
 Plastics & Rubber  
 Research and Development  
 Software & Data Processing  
 Textiles  
 Other:

**CESMII Participation Interests****Organization Detail:***Select Organization Classification:*

Industrial - Multi-Site Manufacturer	Consultant	FFRDC
Industrial - Manufacturer	Academia	Other:
Industrial - Machine Builder	Authorized MEP	
Industrial - System Integrator	Small Non-profit	
Industrial - Technology Provider	Government Lab	

**Membership Tier Requested:***If Industrial Entity select level below:*

Tier 1 - Engage  
 Tier 2 - Innovate  
 Tier 3 - Lead  
 Observer

*If Academia / Non-Profit / Government Lab / FFRDC select level below:*

Tier 1 - Engage  
 Tier 2 - Innovate  
 Tier 3 - Lead  
 Observer

**\*Eligibility requirements for membership levels**  
**(Please select applicable category & provide verification info):**

Manufacturers / Machine Builders	List annual revenue:
Systems integrators / Technology providers / Consultants	List company headcount:
Academia / Non-profits / Government Labs / FFRDCs	List number of employees:

### Preferred Method of Payment:

*Mark the appropriate checkbox:*

ACH  
Check

Indicate special notes on payment:

Signature of Applicant

Date

Name of applicant

*Please expect additional supporting documents once the application is reviewed and approved by CESMII.*

### U.S. Entity Self-Certification

As part of our Membership Application to CESMII - The Smart Manufacturing Institute, I certify to the best of my knowledge and belief the following with respect to:

1. Parent Organization (if applicable): \_\_\_\_\_
2. Incorporated in the U.S.: Yes\_\_\_\_\_ No \_\_\_\_\_
3. Primary place of business in the U.S.: Yes\_\_\_\_\_ No \_\_\_\_\_
4. U.S. control / ownership (i.e., greater than 50% ownership and/or control from U.S. firms, institutions, or individuals): Yes\_\_\_\_\_ No \_\_\_\_\_

Signature of applicant

Print Name

Date

Organization

*Please note: this response must be executed by a corporate officer, typically the signing officer that will execute the CESMII membership agreement.*



### Release and Permission to Use Organization Logo or Trademark:

As the undersigned authorized representative of \_\_\_\_\_, I hereby grant permission for CESMII to publish and/or use our organization's logo or registered mark for all advertising purposes connected with the business of CESMII; This includes the cesmii.org website, the Smart Manufacturing platform, marketing presentations, brochures, and any other marketing material related to CESMII and its mission.

Organization Name:

Date

By:

Title:

Signature:

If your logo has any specific requirements, please specify:

Other relevant information:

# Membership Agreement

This Membership Agreement (“**Agreement**”) is effective as of the date of the last signature below (the “**Effective Date**”) by and between The Regents of the University of California, a California constitutional corporation, on behalf of its Los Angeles Campus, with offices located in 10889 Wilshire Blvd., Suite 700, Los Angeles, CA 90095-1406 (hereinafter “**UCLA**”) and \_\_\_\_\_ (hereinafter, “**MEMBER**” or “**Member**”).

WHEREAS, UCLA is the recipient of the U.S. Department of Energy (hereinafter “**DOE**”) Cooperative Agreement DE-EE0007613 (hereinafter “**Cooperative Agreement**”). The primary purpose of the Cooperative Agreement is to establish and operate the Clean Energy Smart Manufacturing Innovation Institute for smart manufacturing program (“**CESMII**” or the “**Institute**”).

WHEREAS, the parties to this Agreement intend to join, with other members (together referred to as the “**CESMII Members**”) in a cooperative effort to support the development, and commercialization of advanced manufacturing technologies for smart manufacturing, through the formation of CESMII. The MEMBER and UCLA are each a “Party,” and together, the “Parties” to this Agreement.

Now, therefore, for the mutual benefits and considerations each to the other, the Parties agree to the following terms and conditions:

## 1. PURPOSE

The primary purpose of this Agreement is to partner with private and public sector organizations to develop, test, and validate to industry advanced sensors, controls, platforms, and modeling for manufacturing, as well as to facilitate implementation of new manufacturing solutions and integration of operations technologies and information technologies (OT/IT).

## 2. TERM

The initial term of membership (the “Initial Term”) in CESMII shall begin on the date that the Agreement is signed by both parties. Thereafter, this Agreement shall automatically renew for successive one-year terms (the “Renewal Term”) beginning on the MEMBER’s membership anniversary of each year (the “Anniversary Date”). MEMBER joins the CESMII with the intention of remaining a fee-paying MEMBER for at least five (5) years, but there is no obligation to continue membership beyond the first membership period. MEMBER may terminate this Agreement at any time and cease membership by giving ninety (90) days written notice prior to the Anniversary Date.

## 3. MEMBERSHIP

In support of CESMII, MEMBER has selected the membership level as:

as

as described in Table 1 of this Agreement, and to pay the non-refundable annual cash membership fee listed in Table 1 for the Initial Term and each Renewal Term. If the annual cash membership fee is not paid in full, a payment schedule should be attached to this Agreement.

For Academia category's Cost-Share (“CS”) Payment Options all non-cash and cash obligations in excess of the membership fee will be defined in a supplemental cost-share commitment letter (“Cost-Share Commitment Letter”) between UCLA and MEMBER, and the value of said obligations will be determined in accordance with the governing regulatory requirements of the Cooperative Agreement, DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.

All non-cash and cash contributions and obligations, greater than the membership fee, will be evaluated on an annual basis. Supplemental agreements are intended to better define the multi-year extended services, Application and Roadmap Projects (R&D, Industry Testbeds), Smart Manufacturing Innovation Center partnerships, and in-kind contribution and/or cost-share requirements. Upon mutual-execution of this Agreement, payment of the membership fee and having a Cost-Share Commitment Letter approved by CESMII in writing (if applicable), the MEMBER shall become a formalized Member in “good standing” in the category indicated and shall be entitled to its benefits.

CESMII will directly communicate to MEMBER the investments, benefits, and services as outlined in **Table 1** for the appropriate membership level and work cooperatively to understand issues that may arise. CESMII may suspend the membership of any Member that has not met its membership fee, non-cash and cash obligations or is deemed to be not making satisfactory progress toward achieving those. The MEMBER may be entitled to an amount of Credit for Paid Services per the amounts, terms and conditions listed in Table 1. Any Credits for Paid Services: (1) must be used within the current 12-month Initial/Renewal Term, or the MEMBER will lose the Credits; and (2) Credits for Paid Services from a current 12-month Initial/Renewal Term cannot be applied to a subsequent 12-month Renewal Term.

For Renewal Terms, UCLA shall invoice MEMBER on or before the Anniversary Date, and the annual membership fee shall be due and payable in lump sum within thirty (30) days of MEMBER’S receipt of the invoice, unless other arrangements have been made for payment and are agreed to.

#### **4. PUBLICITY**

MEMBER agrees to provide timely notice and obtain written consent from CESMII for any publicity information regarding the MEMBER’S organization and CESMII, and a reasonable opportunity to review and offer input. Related publicity information includes materials developed by the MEMBER, CESMII, or another participant.

Without the prior written consent from UCLA, Members may not use the name, any “branded” name, trademark or image associated with UCLA, CESMII, any other Member or DOE in any publicity, advertising, press release, or promotional activity or represent that any product or service of the CESMII or another CESMII Member is the product or service of the representing party.

#### **5. COMPLIANCE WITH UNITED STATES ANTITRUST AND COMPETITION LAWS**

CESMII is organized to promote and encourage the use of smart manufacturing technologies, products and solutions. CESMII is not intended to, and may not, play any role in the competitive decisions of the CESMII Members or in any way restrict (or assist the CESMII Members in restricting) competition in the marketplace. CESMII unequivocally supports the robust competition served by the applicable Federal, state and foreign antitrust laws, and states its uncompromising intent to comply strictly in all respects with those laws. It is the responsibility of every MEMBER to conform to the CESMII’s Antitrust Policy (see Bylaws Section XV of *Bylaws and Plans* document). Each MEMBER also agrees to conduct their CESMII related activities in strict compliance with the antitrust laws.

## 6. GENERAL TERMS AND CONDITIONS

By signing this Agreement, MEMBER agrees as follows:

- a) To be bound by terms and conditions included in *Bylaws and Plans*, herein attached and incorporated. For reference, *Bylaws and Plans* includes the following documents: (1) Institute Bylaws, (2) Non-Disclosure Agreement, (3) Conflict of Interest Plan (4) Intellectual Property Plan, (5) Data Management Plan, (6) Export Control Plan, (7) US Manufacturing Plan, and (8) Foreign Entity Participation Plan. Copies of Bylaws and Plans can be reviewed at the site: [cesmii-bylaws-plans-v4-00.pdf](#).
- b) Any sub-awards, grants, contracts, membership agreements or other agreements that CESMII makes with respect to funds it receives from DOE under the Cooperative Agreement or utilizes as a cost share toward the Cooperative Agreement shall comply with the requirements of the Cooperative Agreement.
- c) MEMBER may not assign or transfer this Agreement without express written agreement from UCLA.
- d) This Agreement may not be released, discharged, or otherwise modified except by an instrument in writing, signed by both Parties.
- e) If either Party fails to enforce any provision of this Agreement, this shall not be deemed a waiver of such provision, nor of any other provision of this Agreement. No waiver of any breach of this Agreement is a waiver of any other or subsequent breach.
- f) Nothing contained herein or done hereunder will be deemed to constitute or create any relationship of principal or agent or partners or joint ventures between the Parties or any other relationship other than those expressly, and not impliedly, set forth herein.
- g) If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to modify the invalid or unenforceable provision(s) or to incorporate a replacement provision to accomplish the originally intended effect.
- h) A facsimile or electronically copied signature shall have the same effect as an original signature. This Agreement may be executed in multiple copies, each of which is an original and all of which constitute one instrument.

## 7. NOTICES

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement. All notices pursuant to this agreement will be sent in writing, including email, to the authorized representative identified below:

<b><i>Authorized Representative For UCLA</i></b>	<b><i>Authorized Representative For MEMBER</i></b>
Attention: Evan Garcia	Attention:
Contract and Grant Officer	
UCLA Office of Contract and Grant Admin.	
10889 Wilshire Blvd., Suite 700	
Los Angeles, CA 90095	
Email: <a href="mailto:egarcia@research.ucla.edu">egarcia@research.ucla.edu</a> ; Phone: (310) 794-0171	

## 8. SIGNATURES

Parties hereto have executed this Membership Agreement when both parties have signed below. **MEMBERSHIP TYPE:**

**ORGANIZATION:**

<b>The Regents of the University of California, Los Angeles campus</b>	
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Name: _____ (Printed or Typed)	Name: _____ (Printed or Typed)
Title: _____	Title: _____
Date: _____	Date: _____

	Tier 1 - Engage	Tier 2 - Innovate	Tier 3 - Lead	* <b>Note:</b> Membership tiers can be upgraded within yearly contract at a pro rated cost.
	Leverage & deploy CESMII capabilities <sup>1</sup>	Leverage & deploy CESMII capabilities Benefit from single project funding	Leverage & deploy CESMII capabilities Benefit from multiple project funding Participate as a Board Director	
	CESMII Membership Annual Fees			Credit for paid services <sup>2</sup>
Multi-Site Manufacturer Corporate/HQ				
<\$350M	\$2,000	\$4,000	\$10,000	(\$2,000)
\$350M to \$1B	\$6,000	\$12,000	\$17,500	(\$3,000)
\$1B to \$5B	\$8,000	\$16,000	\$25,000	(\$4,000)
\$5B to \$10B	\$10,000	\$20,000	\$50,000	(\$5,000)
\$10B to \$25B	\$12,500	\$25,000	\$50,000	(\$6,250)
>\$25B	\$15,000	\$25,000	\$50,000	(\$7,500)
Manufacturer Site				
<\$100M	\$1,000	\$2,000	\$10,000	(\$1,000)
\$100M to \$350M	\$2,000	\$4,000	\$10,000	(\$2,000)
>\$350M	\$5,000	\$10,000	\$10,000	(\$2,500)
Machine Builder				
<\$100M	\$1,000	\$2,000	\$10,000	(\$1,000)
\$100M to \$350M	\$2,000	\$4,000	\$10,000	(\$2,000)
>\$350M	\$4,000	\$10,000	\$10,000	(\$2,500)
System Integrator				
<50 people	\$1,000	\$2,000	\$10,000	(\$1,000)
51 to 250 people	\$2,000	\$4,000	\$10,000	(\$1,000)
>250 people	\$4,000	\$8,000	\$10,000	(\$2,000)
Technology Provider				
<100 people	\$2,000	\$4,000	\$10,000	n/a
100 to 499 people	\$5,000	\$10,000	\$25,000	n/a
>500	\$10,000	\$25,000	\$50,000	n/a
Consultant				
<100 people	\$2,000	\$4,000	\$10,000	n/a
100 to 499 people	\$5,000	\$10,000	\$25,000	n/a
>500	\$10,000	\$25,000	\$50,000	n/a

Table 1 (Page 1 of 2): CESMII Membership Fees and Benefits

	Tier 1 - Engage	Tier 2 - Innovate	Tier 3 - Lead	* <b>Note:</b> Membership tiers can be upgraded within yearly contract at a pro rated cost.
	Leverage & deploy CESMII capabilities <sup>1</sup>	Leverage & deploy CESMII capabilities Benefit from single project funding	Leverage & deploy CESMII capabilities Benefit from multiple project funding Participate as a Board Director	
	CESMII Membership Annual Fees			Credit for paid services <sup>2</sup>
Academia				
Excluding Community Colleges or Non-Profits (> 100 employees)	\$12,500	\$25,000	\$50,000	(\$6,250)
Cost-Share ("CS") Payment Option	\$5,000 cash and \$20,000 CS	\$10,000 cash and \$40,000 CS	\$25,000 cash and \$70,000 CS	(\$2,500)
Community Colleges	\$2,000	\$4,000	\$10,000	(\$2,000)
Cost-Share ("CS") Payment Option	No cash and \$5,000 CS	No cash and \$10,000 CS	n/a	n/a
Authorized MEP partners or Small Non-Profits				
(< 100 employees)	\$2,000	\$4,000	\$10,000	(\$2,000)
Government Labs & FFRDC's				
Must be approved by CEO to have intrinsic strategic value to CESMII	free	free + cost share for projects	n/a	n/a
Observer <sup>3</sup>				
Mfg, Machine Builder, SI, Vendor, or consultant	\$1,000	n/a	n/a	n/a
Academia (excluding Community Colleges) or Non-Profits (> 100 employees)	\$1,000	n/a	n/a	n/a

<sup>1</sup> **CESMII capabilities available to membership tiers 1 (excludes Observer level), 2, and 3 include:** Technology & IP Access, access to Member Knowledge Portal, access to SM Innovation Platform™ (SMIP) and SM Profile Designer™, access to a trial SMIP license for internal use (R&D testing & evaluation) and non-production purposes, access to the SM Marketplace™, Consulting Services, Roadmapping Service, participation in all CESMII Events and Activities, ability to be considered for a seat on a Standing Committee, participation in Affinity Groups, and access to Newsletter and webcasts.

<sup>2</sup> **Paid services include:** Education/Training/Consulting Services, SM Innovation Platform™ (SMIP) Annual Subscription, SM Learning System™ (SMLS) Purchase, and all SM Marketplace™ purchases. Paid services credits must be spent within current membership year.

<sup>3</sup> **CESMII capabilities available to Observer level of membership are limited to:** Participation in all CESMII Events and Activities, participation in Affinity Groups, access to Member Knowledge Portal, and access to Newsletter and webcasts.

**Table 1 (Page 2 of 2): CESMII Membership Fees and Benefits**