



Membership Agreement

CESMII MEMBERSHIP MODEL AND 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 and Non-Profits at either Platinum level (option B) membership or Gold level (option B) membership, or Community Colleges at Silver (option B) membership: 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, in excess of the membership fee, will be evaluated on an annual basis. Supplemental agreements are intended to more clearly define the multi-year extended services, Application and Roadmap Projects (R&D, Industry Testbeds), Regional Manufacturing 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.

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, the CESMII or other 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 password protected site: <https://www.cesmii.org/cesmiiplans>. The password to access the web page is “cesmiimember411”.

- 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:

<i>Authorized Representative For UCLA</i>	<i>Authorized Representative For MEMBER</i>
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: egarcia@research.ucla.edu; Phone: (310) 794-0171	

8. SIGNATURES

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

ORGANIZATION:

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

Membership Benefits	Silver*	Gold*	Platinum*	Observer*
Number of Funded Projects you can lead	One	One	Multiple	
Can participate in multiple Funded Projects	✓	✓	✓	
# Non-Funded Projects can lead or participate in	Multiple	Multiple	Multiple	
Access to the Smart Manufacturing Knowledge Base	✓	✓	✓	
Contribute (Publish) to the Smart Manufacturing Knowledge Base	✓	✓	✓	
Passes to Annual CESMII Smart Conference	10% discount	25% discount	50% discount	10% discount
Access to our Monthly Smart Manufacturing Webcast & Newsletter	✓	✓	✓	✓
Invited to annual membership meeting	✓	✓	✓	✓
Access to Smart Manufacturing Platform capabilities	✓ **	✓ **	✓ **	
Access to Smart Manufacturing Profile Designer	✓	✓	✓	
Request & Prioritize Development of Smart Manufacturing Profiles	✓	✓	✓	
Access to Institute IP	✓ **	✓ **	✓ **	
# of Free Education Credit Hours (towards SM Certificate)	3 (can purchase more)	20 (can purchase more)	40 (can purchase more)	
Seat on the Governance Board			✓ Except for Cost Option B	
Seat on Standing Committees	1	2	Multiple	
Access to Smart Manufacturing Job Marketplace	✓	✓	✓	
Invitation to Funded Project Reviews/Report-Outs	Y/N	Y/N	Y/Y	
Participation in Affinity Groups	✓	✓	✓	***
Membership Eligibility, Fees, and Cost-Sharing Requirements	Silver*	Gold*	Platinum*	Observer*
Manufacturers	Costs: \$4K/year cash + cost-share for All Projects. Eligibility: annual revenues up to \$350M	Costs: \$25K/year cash + cost-share for All Projects	Costs: \$50K/year + cost-share for All Projects	Costs: \$1K/year cash
System Integrators, Application Vendors, or Machine Builders	Costs: \$4K/year cash + cost-share for All Projects. Eligibility: <100 Employees.			
Hardware Vendors	Costs: \$4K/year cash + cost-share for All Projects. Eligibility: annual revenues up to \$100M			
<ul style="list-style-type: none"> • Academia (excluding Community Colleges) • Non-Profits (eligibility >100 employees) 		Costs- Option A: \$25K/year cash + cost-share for All Projects; or Costs- Option B: \$10K/year cash + \$40K/year cost-share + cost-share for All Projects. (Project cost-share counts towards \$40K/year cost-share req.)	Costs- Option A includes seat on Governance Board: \$50K/year + cost-share for All Projects; or Costs- Option B excludes seat on Governance Board: \$25K/year cash + \$70K/year cost-share + cost-share for All Projects. (Project cost-share counts towards \$70K/year cost-share req.)	Costs: \$1K/year cash

Membership Eligibility, Fees, and Cost-Sharing Requirements	Silver*	Gold*	Platinum*	Observer*
<ul style="list-style-type: none"> • Small Non-Profits (eligibility <100 employees) • Authorized MEP partners 	Costs: \$4K/year cash + cost-share for All Projects.			Costs: Free
Community Colleges	Costs: - Option A \$4K/year cash + cost-share for All Projects. Costs: - Option B no cash + \$10K/year cost-share + cost-share for All Projects. (Project cost-share counts towards \$10K/year cost-share req.)			Costs: Free
Government Labs and FFRDC's	Costs: Free + cost-share for All Projects. Project cost share can come from project partners. Eligibility: must be approved by CEO to have intrinsic strategic value to CESMII.			Costs: Free

- * Any exceptions require Governance Board Approval
- ** Free access for internal use (R&D testing & evaluation) and non-production purposes
- *** Government Observers can participate

Membership Services for Platinum, Gold, and Silver levels:

- Introductory training curriculum to include primers on Smart Manufacturing, Platform, Testbed and Business Case Development. Curriculum offerings subject to change.
- Intermediate-level training curriculum to include Smart Manufacturing Platform, Train-the-Trainer, SM Solution Evaluation, and Proposal Development. Curriculum offerings subject to change.
- Institute communications: access to SM concepts, knowledge, resources, reports, and Institute intranet.
- Forums for networking and sharing; access to meetings, events, and workshops.
- Network and build relationships.
- Growth opportunities through SM business, markets, and skills.
- Product exposure to provide members with access to product information (for applications, toolkits, etc.) across the Institute.
- Access to and training on SM Platform™ for internal use (R&D testing & evaluation) and non-production purposes.

Extended Services (negotiated and fee based) for Platinum, Gold, and Silver levels:

- Dedicated product support and advanced implementation training, including role-focused curriculum on corporate Smart Manufacturing Roadmap Development and Value Proposition, SM Installation and Operations, and Project and Cost-Share Planning.
- Service-Level Agreements on SM Platform™ and SM Marketplace™ licenses for development, and production.
- Toolkit development and promotion.
- Commercialization planning.
- Testbed implementation planning, design, and integration involving Institute expertise on control strategies, modeling and simulation, and sensor placement.
- Personnel, product, and systems (hardware or software) certifications.

General Notes:

- MEMBER joins the Institute 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 in the Institute by giving ninety (90) days written notice prior to the Anniversary Date.
- Standing Committees include Technology, Business, and Outreach, with supporting working groups as needed.
- The CESMII will review all proposed cost share to determine whether it is allowable and will also ensure that all proposed in-kind cost share is valued in a reasonable manner in accordance with 2 CFR 200 and the DOE Cooperative Agreement.
- All Regional Manufacturing Centers (RMC's) must be a Platinum, Gold, or Silver Member in addition to executing a sub-recipient agreement with an approved cost-share contribution with CESMII.
- Must be a Platinum, Gold, or Silver Member to lead and/or participate in All Projects and execute an appropriate agreement with CESMII.
- Definitions:
 - *Funded Projects* receive funding from CESMII
 - *Non-Funded Projects* do not receive any funding from CESMII
 - *All Projects* are any combination of Funded and Non-Funded Projects