

# **Animal Health and Nutrition Consortium**

## MEMBERSHIP AGREEMENT

NCSU File No. \_\_\_\_\_

This Agreement is made by and between North Carolina State University at Raleigh, NC (hereinafter called “UNIVERSITY”) and \_\_\_\_\_ (hereinafter called “MEMBER”).

WHEREAS, the parties to this Membership Agreement (“Agreement”) intend to join together in a cooperative effort to support the **Animal Health and Nutrition Consortium** (hereinafter called “CONSORTIUM”) at UNIVERSITY to facilitate collaborative research and to foster interactions between researchers in the field of Animal Health, Animal Nutrition, Precision Technologies and Data Analytics. NOW, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

### 1. CONSORTIUM OPERATION

- A. CONSORTIUM will be a fully integrated UNIVERSITY program administered by UNIVERSITY through the College of Agriculture and Life Sciences and operated with the support of the UNIVERSITY and Members of the CONSORTIUM (“MEMBERS”).
- B. CONSORTIUM will be operated in accordance with the CONSORTIUM Bylaws, which are incorporated herein by reference. If any provisions stated in this Agreement are in conflict with the Bylaws, the terms and conditions of this Agreement shall prevail.

### 2. MEMBERSHIP

- A. Membership in the CONSORTIUM shall be open on an annual basis. Because research of the type to be done by the CONSORTIUM takes time and research results may not be obvious immediately, MEMBER should join CONSORTIUM with the intention of remaining a dues paying Member for at least three (3) years, but there is no obligation to continue membership or make contributions beyond the first year.
- B. MEMBER agrees to pay the non-refundable membership dues listed below annually for the period of January 1, 2024 - December 31, 2026, in support of the

CONSORTIUM and thereby becomes a MEMBER entitled to the privileges detailed in the Bylaws.

<input type="checkbox"/>	<b>Full</b>	<b>\$50,000</b>
<input type="checkbox"/>	<b>Associate</b>	<b>\$25,000</b>
<input type="checkbox"/>	<b>Non-Profit/Commodity/Integrator</b>	<b>\$0</b>

- C. UNIVERSITY shall submit an initial invoice to the MEMBER for the payment of the first-year dues (prorated if applicable) within thirty (30) days after this Agreement is fully executed. For subsequent years, UNIVERSITY shall invoice the MEMBER on or before December 1 of the current year of Membership. Invoices will be due and payable in lump sum thirty (30) days after the MEMBER's receipt thereof and prior to Animal Health and Nutrition Consortium annual meeting. Payment should be sent to Office of Contracts and Grants, 2701 Sullivan Drive, Administrative Services III, Suite 240, Box. 7514, Raleigh, NC 27695-7514, with reference to name of the MEMBER clearly indicated.

If payment is not received within thirty (30) days from receipt of invoice, UNIVERSITY may terminate the MEMBER's Membership by providing written notice of termination. If UNIVERSITY does not receive payment in full within thirty (30) days of sending notice of termination, MEMBER's Membership will automatically terminate and MEMBER will have no further rights under this Membership Agreement.

- D. The MEMBER may terminate this Agreement by giving UNIVERSITY ninety (90) day written notice prior to the annual contract renewal date. Membership in the CONSORTIUM shall become effective upon full execution of this Agreement and first payment of dues by the MEMBER.

### 3. VARIATION

No addition to or variation of this Agreement shall be of any force or effect unless it is expressly recorded in writing signed by non-electronic hand-written signatures of both parties hereto.

### 4. GOVERNING LAW

This Agreement shall in all respects be exclusively governed by and interpreted according to the substantive laws of the State of North Carolina.

5. EXPORT CONTROL

The MEMBER does not anticipate exchanging any information, data or software that is Export Controlled under the Export Administration Regulations (EAR), Title 15, sections 730-774 of the Code of Federal Regulations (CFR) or the International Traffic in Arms Regulations (ITAR), 22 CFR §§ 120-130. MEMBER agrees that in addition to the requirements of paragraph (b), MEMBER will give UNIVERSITY 15 days advance written notice of their intention to deliver any information, data, software, technology, or material that is Export Controlled.

6. OTHER CONSORTIUM-RELATED PROJECTS

Nothing in this Agreement shall be deemed to prevent CONSORTIUM and any MEMBER or any group of MEMBERS from entering into a separate sponsored research agreement, as outlined in the Bylaws. In the event of any inconsistency between the terms of the separate agreement, the CONSORTIUM Bylaws and the Membership Agreement, the terms of such separate agreement shall take precedence insofar as such separate agreement does not adversely affect the rights to intellectual property or confidentiality granted to the MEMBER companies under AFNC Policies described in the CONSORTIUM Bylaws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NORTH CAROLINA STATE UNIVERSITY

MEMBER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Information for NCSU:

Contact Information for the MEMBER:

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