

**University Of Virginia
Rotating Machinery and Controls Laboratory Center
Industrial Program
Membership Agreement**

This membership agreement (“Agreement”) is made [redacted] (“Effective Date”) by and between The Rector and Visitors of the University of Virginia, a not for-profit educational, research and clinical institution of the Commonwealth of Virginia located at 1001 North Emmet Street, Charlottesville, Virginia, 22903 (“University”) and [Insert Official Legal Company Name] a [State or Country] [Insert Organizational Standing ie “LLC” “Corporation”, etc] with its principal place of business at [Insert Official Legal Address] is for the purpose as hereinafter (“Member”).

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the School of Engineering and Applied Sciences’ Rotating Machinery and Controls Laboratory Center at the University (hereinafter called “ROMAC”) to maintain a mechanism whereby the University environment can be used to explore and perform theoretical and experimental research in the general areas of rotordynamics, turbomachinery, structural dynamics, magnetic bearings, the application of automatic controls to the dynamics of rotating machinery, internal incompressible flows, the coupling of internal flows to the dynamics of rotating machinery, fluid film bearings, seals, and other related interest areas;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

- A. ROMAC will be operated by University designated faculty, staff and students.
- B. Any company, federal research and development organization, or any government-owned, contractor-operated laboratory may become a sponsor of ROMAC (hereinafter called “Member”), consistent with applicable state and federal laws and statutes. Federal research and development organizations and government-owned, contractor-operated laboratories may become sponsors of ROMAC on terms and conditions other than those in this Agreement upon written approval by University.
- C. Current ROMAC Members each pay an annual membership fee for the current membership year. Any new ROMAC Member agrees to contribute a one-time initiation fee in addition to the annual membership fee. The fees are on the ROMAC website (<https://engineering.virginia.edu/romac>), and such fees may be updated annually. Payment of these fees shall be made to the University upon signing this Agreement, and annually thereafter on or about January 1, unless other arrangements are agreed upon in writing by the parties. Checks from Member should be mailed to the attention of: “ROMAC Office Manager, P.O. Box 400476, Charlottesville, Virginia 22904” and made payable to “The Rector and Visitors of The University of Virginia.” Electronic payment information is available upon request, in which case Member agrees to pay all fees associated with such electronic payments. Because research of the type to be done by ROMAC takes time and research results may not be obvious immediately, a new Member should join ROMAC with the intention of remaining a Member for at least three years. However, Member may terminate this Agreement by giving University ninety (90) days written notice prior to the termination date. Membership fees are not refundable.
- D. Each Member receives up to two free registrations for Member employees to attend the ROMAC Annual Meeting at which scientific reports on ROMAC research and ROMAC software developments will be presented. Additional Member employees may attend the ROMAC Annual Meeting for a nominal registration fee (to be found on the ROMAC website). University will also present its recommendations on (a) the research projects to be carried out by ROMAC, and (b) the apportionment of resources to these research projects of the upcoming year. Each Member will receive a survey during the ROMAC Annual Meeting soliciting specific topical areas for research interest.
- E. Members receive copies of ROMAC reports and citations to all published articles.
- F. All patents, copyrights, and other intellectual property rights in and to all inventions, copyrighted materials

software and other work product conceived or first actually reduced to practice in the course of membership funded research conducted by ROMAC shall belong to University in accordance with University policy and state law.

G. Members receive a nonexclusive, royalty-free license to all ROMAC executable software and ROMAC software manuals for the Member's internal research and development use ONLY, along with any updates to the same that are issued during the period of the Member's ROMAC membership. ROMAC software, manuals, or related materials may not be distributed, licensed, shared, sold, or otherwise made available to any third party by any Member without the express written permission of the University. Access to these ROMAC research results is through the ROMAC website using the Member user name and password supplied by ROMAC.

ALL RESULTS AND ROMAC SOFTWARE, MANUALS, AND UPDATES TO SAME ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT MEMBER USE OF THE RESULTS AND/OR ROMAC SOFTWARE, MANUALS AND UPDATES TO THE SAME WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. IF MEMBER CHOOSES TO EXPLOIT SOFTWARE, MANUALS AND UPDATES TO THE SAME OR ANY RESULTS HEREUNDER IN ANY MANNER WHATSOEVER, MEMBER DOES SO AT ITS OWN RISK AND AGREES TO BE SOLELY RESPONSIBLE FOR ANY LIABILITIES RESULTING THEREFROM.

H. Source code for ROMAC software is made available at the University's discretion and only pursuant to a separate written license agreement.

I. ROMAC sponsors periodic short courses on topics of interest to its Members. Participation in these short courses is held for representatives of ROMAC member companies, but is also open to non-members. ROMAC Members receive a discounted price for participation in short courses. The prices for these short courses may be found on the ROMAC website. These short courses are tutorial in nature and have addressed such topics as rotor dynamics, bearings, fluids, and the use of ROMAC computer codes.

J. University reserves the right on behalf of itself, its students, faculty and staff, to publish the results of any research performed by ROMAC with membership funds in scientific or engineering journals. Acknowledgement of the use of ROMAC membership funds for the associated research project will be included in the publication.

K. Neither party assumes any liability for the actions or omissions of the other party. Each party will be responsible for the acts and omissions of its employees and agents causing harm or injury to persons not a party to this Agreement to the extent provided by applicable law. Nothing herein will be construed as a direct or indirect waiver of the sovereign immunity of the University or the Commonwealth of Virginia.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE ARISING FROM OR IN RELATION TO THIS AGREEMENT, WHETHER IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

L. All results of ROMAC research and ROMAC software shall be disseminated by University in compliance with applicable US export laws and regulations. Member acknowledges that further dissemination of the same by Member may be subject to US export laws and regulations and Member accepts its responsibility for compliance with any applicable laws and regulations.

M. Nothing in this Agreement shall be deemed to prevent any Member from entering into a separate

sponsored research agreement with University for specific projects involving a scope of work and deliverables applicable only to the Member. Such separate sponsored research agreement shall not be governed by the terms of this Agreement.

N. This agreement is subject to and shall be construed and enforced pursuant to the laws of the Commonwealth of Virginia.

O. The University may include Member's corporate name and/or logo (in conformance with the Member's trademark requirements) in the ROMAC membership list and Member may acknowledge its participation in ROMAC. Except as provided above, neither party shall use the name of the other party in any press release, advertising, or promotional material or make any form of representation or statement which would constitute an express or implied endorsement by the other party of any commercial product or service without the specific prior written permission of the duly authorized representatives of other such party.

The parties, intending to be legally bound, have executed this Agreement by their duly authorized representatives on the date indicated below.

[INSERT MEMBER'S OFFICAL LEGAL NAME]

THE RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA

Signature: _____

Signature: _____

Name:

Name:

Title:

Title: Director of Grants and Contracts
Office of Sponsored Programs

Date:

Date: