

**Critical Materials Institute  
Affiliates Program  
MEMBER AGREEMENT (“Agreement”)**

WHEREAS, The Ames Laboratory (“AMES”), a U.S. Department of Energy (“DOE”) National Laboratory operated by Iowa State University of Science and Technology (“ISU”) under the authority of its Contract DE-AC02-07CH11358, with administrative offices at 311 TASF, 2408 Pammel Dr., Ames, IA 50011-1015, is the recipient of funding from the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (“EERE”) to establish the Critical Materials Institute (“CMI”) for the purpose of eliminating materials criticality as an impediment to the commercialization of clean energy technologies and WHEREAS ISU is a Team Member within the CMI;

AND WHEREAS, ISU acting as a Team Member is the administrator of the CMI Affiliates Fund, and WHEREAS \_\_\_\_\_ (“Affiliate”) having administrative offices at \_\_\_\_\_, desires to participate in the CMI Affiliates Program;

This Agreement is entered into \_\_\_\_\_ (“Effective Date”) by ISU and Affiliate (hereinafter referred to individually as “Party” or collectively as “Parties”);

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

**I. CMI**

The CMI is implemented, managed, and administered by designated staff at AMES. At the discretion of the CMI Director, any organization may become a member of the CMI’s Affiliates Program. Additional members may be added at any time.

**II. Membership Fee**

The cost for membership is as follows:

- \$500 per year for Start-ups (< 5 years old and/or have not completed an IPO), Universities, Not-for-Profit, and FFRDC entities.
- \$2,500 per year for all entities not defined above.
- U.S. Federal agencies can participate without fee.

Affiliate may provide \$2,500 of in-kind support on an annual basis in support of the CMI (“in-kind support”) in lieu of payment of the Membership Fee. Providing in-kind support in lieu of payment of the Membership Fee will be mutually agreed upon by the Parties on an annual basis.

### III. Payment Terms and Correspondence

Initial payment shall be made within thirty (30) days after the execution of this Agreement. Affiliate shall be invoiced on or about the Effective Date of each subsequent year thereafter. Renewal payments are due within thirty days (30) of invoice receipt.

Payment shall be sent by Affiliate to:

CMI Affiliates Membership  
Ames Laboratory, Iowa State University  
134 Wilhelm  
2332 Pammel Dr.  
Ames, IA 50011-1025  
CMIAffiliates@ameslab.gov

Payment payable to Iowa State University (“CMI Affiliates Membership” in memo).

Invoices and correspondence shall be sent by ISU to:

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

### IV. Affiliate Benefits

Benefits that accrue to the Affiliate are as follows:

- CMI Annual Meetings and Topical Workshops
- Opportunities to interact with (and potentially recruit) CMI students, postdocs
- Networking with other CMI Affiliates, TEAM Members, and researchers
- CMI bi-weekly newsletters and CMI monthly webinars
- Priority notification of inventions available for licensing, to the extent allowed by Fairness of Opportunity requirements
- Partnering for new funding opportunities
- Opportunities to expand engagement under appropriate contractual terms
- Participation on the CMI Industry Council.<sup>1</sup>

### V. Use of Names

Except as required by law, no party shall use the name, logos, marks, emblems and designs (“Mark”) of the other Party, Affiliates, or Team Member in any publicity or

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<sup>1</sup> The CMI has established an Industry Council (“IC”) composed of representatives from the industrial Team Members and Affiliates. The function of the IC is to provide advice to the CMI consistent with the goals and objectives provided by EERE, including guidance on strategic direction, research activities, education programs and technology transfer efforts. The IC meets at the CMI Annual Meeting and on an as needed basis.

advertisement, whether with respect to this Agreement or any other related matter, without the prior written approval of an authorized representative of the owner of the Mark. Acknowledgement of funding or participation in the CMI Affiliates Program in a factual statement shall not be considered to be publicity or an advertisement and shall not be restricted by this requirement.

#### **VI. Independent Parties**

For purposes of this Agreement, the Parties shall be independent contractors, and none shall at any time be considered an agent or an employee of the other.

#### **VII. Termination**

Either Party may terminate this Agreement by giving thirty (30) days written notice of such termination to the other Party. Payments paid or accrued prior to termination will not be refunded. Affiliate status shall expire if renewal payment(s) is not made in accordance with the Payment Terms or, if providing in-kind support, Affiliate does not elect to provide in-kind support for the renewal year.

#### **VIII. Entire Agreement**

This Agreement sets forth the entire understanding among the Parties with respect to the subject matter hereto and supersedes all previous agreements written or otherwise. This Agreement may be amended only in writing by an authorized signatory on behalf of the Parties.

#### **IX. Signatures**

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

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**Affiliate is a**

- Start-up Company that has been incorporated for less than 5 years and/or has not completed an IPO**
- University, Not-for-Profit Entity, or FFRDC**
- Non-Start-up Company**
- U.S. Federal Agency**

**Affiliate verifies it:**

- Is a Foreign Entity<sup>2</sup>**
- Is not a Foreign Entity<sup>2</sup>**

**In witness whereof, the Parties hereto have executed this Agreement:**

**Affiliate:**

Approved by:

\_\_\_\_\_/\_\_\_\_\_

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

Title:

**Iowa State University**

Approved by:

\_\_\_\_\_/\_\_\_\_\_

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

Title:

**Critical Materials Institute, The Ames Laboratory**

Acknowledged:

\_\_\_\_\_/\_\_\_\_\_

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

Title: Director, Critical Materials Institute

<sup>2</sup> Foreign Entity means 1) A foreign government or foreign government agency; 2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions; 3) Any form of business enterprise organized or incorporated under the laws of the United States, or a State or other jurisdiction within the United States, which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or 4) Any person who is not a U.S. citizen. Any Foreign Entity joining as an Affiliate is subject to DOE Program review and approval.