

**Stockton Aviation Research and Technology Park, Inc.
101 Vera King Farris Drive
Galloway, NJ 08205**

INDUSTRY MEMBERSHIP AGREEMENT

This Membership Agreement (hereinafter called AGREEMENT) is made on this _____ day of _____, _____ by and between the Stockton Aviation Research and Technology Park, Inc. of New Jersey (hereinafter called Stockton ARTP) and _____ located at _____ (hereinafter called MEMBER).

WHEREAS, the parties to this AGREEMENT agree to work together in a cooperative effort to support the Stockton Aviation Research and Technology Park, Inc. of New Jersey (hereinafter called "Stockton ARTP") for the purpose of conducting aviation research in a collaborative environment involving industry, academia, and government.

WHEREAS, Stockton ARTP will be implemented and operated on 58 acres of federal land at the Federal Aviation Administration William J. Hughes Technical Center located in the County of Atlantic in southern New Jersey.

WHEREAS, Stockton ARTP will be supported through direct and indirect grants, funds, and services from various state and federal agencies and through annual membership dues and charitable contributions.

The parties hereto agree to the following terms and conditions:

- A. The MEMBER agrees to become an Industry Member (see 2.4 for Membership Levels, Annual Dues, and Term) and agrees to contribute annual dues to support Stockton ARTP. Payment of these membership dues shall be made in accordance with Section 2.5 of the General Terms and Conditions.
- B. As a MEMBER of Stockton ARTP, MEMBER agrees with the intent of paying the remaining dues for the level of membership indicated on this agreement. However, the MEMBER may terminate this AGREEMENT by giving Stockton ARTP notice in accordance with Section 8 of the General Terms and Conditions.
- C. Benefits will be based on the level of membership outlined in 2.6.1 through 2.6.4.
- D. Neither party is assuming any liability for the actions or omissions of the other party. Each party will indemnify and hold the other party harmless against all claims, liability, injury, damage, or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of their own party's agents or employees.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 “Affiliate” means any company, corporation, or business in which MEMBER owns or controls at least fifty percent (50%) of the voting stock or other ownership.
- 1.2 “Common Facilities” means those facilities (including permanent and temporary) that are designed, implemented, and equally available to all MEMBERS.
- 1.3 “Confidential Information” means information that is confidential and in which the parties may have vested valuable proprietary interests. Confidential Information shall be marked “Confidential” in writing. If confidential information is communicated orally, the delivering Party shall clearly advise representatives of the other Party as to which portions of the oral communications are considered confidential and shall document the communication in a written summary within ten business days.
- 1.4 “Intellectual Property” means data, technical know-how, and Registered Copyrights and Patents.
- 1.5 “Stockton Aviation Research and Technology Park” (hereinafter called Stockton ARTP) means the buildings, facilities (including permanent and temporary), operations, and organization designed and implemented adjacent to the Federal Aviation Administration William J. Hughes Technical Center located in County of Atlantic in southern New Jersey.
- 1.6 “Parent Entity” means any company, corporation, or business that owns or controls at least fifty percent (50%) of the voting stock or other ownership.
- 1.7 “Patent” or “Patents” means all patent applications and patents throughout the world (including, but not limited to, design patents, utility patents, certifications of addition, utility models, and patent registrations, as well as divisionals, reissues, reexaminations, continuations, renewals and extensions of the foregoing, and all rights therein provided by law, multinational treaties or conventions) directed to inventions conceived and documented in the course of performance of this AGREEMENT.
- 1.8 “Permitted Activities” means those activities that may be conducted on the Stockton ARTP premises as defined in the Memorandum of Agreement between the FAA and the Stockton Aviation Research and Technology Park of New Jersey, Inc. (Stockton ARTP) including research and development related to aviation, aviation security and safety; research, development and testing of air traffic control systems; and research, development directly related to airports and airport operations.
- 1.9 “Register Copyright” or “Registered Copyrights” means any copyrightable material that is made in the course of performance of this AGREEMENT and that is registered with the appropriate government agency.
- 1.10 “Technical Information” means any information developed in the course of performance of this AGREEMENT including, but not limited to, research and development information, ideas, unpatented inventions, unregistered copyrights, know-how, and technical data.
- 1.11 “Undesignated Funds” are funds provided by members to cover their Membership Dues and any additional funds above those fees that might be provided from time to time to support Stockton ARTP. Undesignated funds may only be expended to cover the direct costs associated with planning and management of Stockton ARTP and with the design, implementation, and maintenance of the common facilities of Stockton ARTP.
- 1.12 “Designated Funds” are funds provided by Members over and above the Membership Dues and directed to a specific research effort (Directed Research) requested by the Member and agreed to by the Stockton ARTP.

2 MEMBERSHIP

- 2.1 **Eligibility** - The following is the eligibility criteria for industry members:

- 2.1.1 Any corporation, company, partnership, or any other legally recognized business entity with the demonstrated capability to directly or indirectly support aviation related research may become a MEMBER of the Stockton ARTP. The organization must provide a business declaration statement that identifies ownership, capabilities, sales performance, and other pertinent information.
 - 2.1.2 Led by Experienced Management with Full-time Executives. The organization must be led by full-time executives with experience in some of the following areas: aviation, research and development, ATC systems, safety management, system security, or other relevant aviation disciplines.
 - 2.1.3 Strategy for Supporting Aviation Research. The organization must have a strategy for supporting aviation research in a collaborative environment at the research park. This includes corporate laboratories and/or systems, corporate research objectives and requirements, personnel requirements and growth (job creation) projections, financial goals and objectives, and dependencies.
 - 2.1.4 Capabilities or Products to Support Aviation Research. The organization must have the resources and demonstrated capability to support the conduct of aviation research. This can be demonstrated through corporate research laboratories and/or projects, R&D contracts, or other R&D resources. It may also include technologies or products that could be used to support aviation research or used in aviation systems.
- 2.2 **Membership Levels** – MEMBERS are classified based on their level of support as a Cornerstone Member, Associate Member, Member, or Supporter of the Park
- 2.3 **Membership Term** – A term is associated with each membership level as depicted in the table below. The term of the membership will begin on the execution date of this AGREEMENT. The term shall be automatically renewable for organizations that are in good standing with the Stockton ARTP in accordance with the Stockton ARTP Standards of Conduct.
- 2.4 **Dues Structure** – The annual dues for a MEMBER is made up of undesignated funds as follows:

Level	Annual Dues	Term
Cornerstone Member	\$25,000	5 years
Associate Member	\$10,000	4 years
Member	\$5,000	3 years
Supporter of the Park	≥\$1,000	1 year

- 2.5 **Payment of Dues** – Payments shall be made annually, with the first payment being due within thirty days of the execution of this AGREEMENT. Checks shall be made payable to the Stockton Aviation Research and Technology Park, Inc. and shall be mailed to:

Stockton Aviation Research and Technology Park
 Attn: Executive Director
 101 Vera King Farris Drive
 Galloway, NJ 08205

- 2.6 **Benefits** – Benefits will be based on the level of membership.

2.6.1 Supporter of the Park -

- ★ Name recognition in the lobby of the main building, on the web site, and in any public relations activities.
- ★ Inclusion in the research park directory, including capabilities and contact information.

- ★ Invitation to all events conducted at the research park (e.g., open house, symposiums, conferences, or other public events).
- ★ Networking opportunities with other members of the aviation research community

2.6.2 **Member** – Each Member shall enjoy all of the benefits of a Supporter of the Park as set forth in sections 2.6.1 and those listed below:

- ★ With FAA approval, access to FAA expertise, systems, and laboratories at the FAA WJHTC through Cooperative Research & Development Agreements (CRDAs).
- ★ Opportunities to support R&D projects in support of FAA programs and other aviation end users.
- ★ Opportunity to provide systems and solutions to other Government agencies through the FAA Technology Transfer Program.
- ★ Marketing and Business Development opportunities through the Outreach Program.
- ★ Opportunities to participate in product incubation, innovation, and commercialization with other members.
- ★ Opportunities to assign personnel (e.g., employees, scientists, professors, students) to the research park to gain advanced experience and exposure to a highly technical and realistic research environment with other aviation organizations.
- ★ Access to shared equipment (e.g., laboratories, systems) and common facilities (e.g., conference and media rooms, classrooms, research libraries).
- ★ Participation in conferences, meetings, and seminars with other aviation professionals.
- ★ Access to the Mentor-Protégé relationships to support the development and growth of small businesses.

2.6.3 **Associate Member** – Each Associate Member shall enjoy all of the benefits set forth in sections 2.6.1 and 2.6.2 above and those listed below:

- ★ Membership on the Management Advisory Board, Technical Advisory Board, and steering committees.

2.6.4 **Cornerstone Member** – Each Cornerstone Member shall enjoy all of the benefits set forth in sections 2.6.1 through 2.6.3 above and may become an:

- ★ Advisor to the Stockton ARTP Board of Directors

2.7 **Tenancy** – Tenancy on the Stockton ARTP is limited to MEMBERS. MEMBERS who wish to become tenants of the Stockton ARTP will be required to clearly demonstrate their research objectives, laboratory and support space requirements, and special environmental or system requirements. Pursuant to the Master Lease, the FAA reserves the right to review and approve all tenants. Tenants who are granted approval by the FAA will be required to execute a tenant agreement.

Tenants must comply with all federal and state laws, FAA Orders, and any other rules and regulations associated with the conduct on business on federal land.

3 INTELLECTUAL PROPERTY

Each MEMBER shall own all information, including, but not limited to, any Intellectual Property developed by its representatives in the course of the performance of research activities under this AGREEMENT. Any information including, but not limited to, any Intellectual Property developed jointly by the staff of the Stockton ARTP and representatives of the MEMBER in the course of performance of this AGREEMENT shall be jointly owned by Stockton ARTP and the MEMBER. The rights, responsibilities, and/or liabilities associated with joint ownership shall be in defined in the Stockton ARTP Intellectual Property Policy.

4 NON-DISCLOSURE OF INFORMATION

Stockton ARTP and the MEMBER recognize that the success of this AGREEMENT may require both parties to exchange confidential information and/or proprietary information. The exchange of such information will be controlled by the terms of the Stockton ARTP Non-Disclosure Agreement (NDA). The NDA will be executed prior to the exchange of any such information.

5 ADVERTISING AND PROMOTIONAL MATERIAL

MEMBER shall not use the name of Stockton ARTP in any advertising or promotional material without the specific written consent of Stockton ARTP. Stockton ARTP will not use the name of the MEMBER in any advertising or promotional material without the specific written consent of the MEMBER. A general exception is hereby granted to the MEMBER to use the name of Stockton ARTP to cite the fact that Stockton ARTP is operated by Stockton Aviation Research and Technology Park of New Jersey Inc. in written advertising and other promotional materials provided that:

- (i) the use is limited to describing the MEMBER relationship to Stockton ARTP as defined by this AGREEMENT;
- (ii) no endorsements by Stockton ARTP of MEMBER products or other commercial activities may be reasonably inferred from such use; and
- (iii) the use does not represent that a partnership or other legal entity has been formed between and among the parties of this AGREEMENT.

6 LIABILITY

The relationship between MEMBER and Stockton ARTP shall be that of independent contractors. As an independent contractor, member assumes all risks and liability for injury to persons or damage to property caused by acts of its employees during the term of this AGREEMENT while they are using facilities or equipment owned and/or controlled by Stockton ARTP. Stockton ARTP assumes all risks and liabilities for injury to persons or damage to property occurring during the term of this AGREEMENT and caused by the acts of Stockton ARTP employees during the term of this AGREEMENT. This AGREEMENT shall not construe either Stockton ARTP or legal representatives of MEMBER. The obligations of Stockton ARTP and MEMBER hereunder shall not apply to liability arising from use of information furnished pursuant to this AGREEMENT.

7 DISPUTE RESOLUTION

In the event of any dispute concerning the terms, conditions, or interpretation of this AGREEMENT, prior to the initiation of litigation, the parties agree to engage in good faith mediation to resolve such differences. In the event of litigation, disputes will be resolved under the laws of the State of New Jersey in the courts of the State of New Jersey without regard to conflicts of law.

8 RENEWAL

This AGREEMENT will be automatically renewed. Either party to this AGREEMENT may terminate annual continuation of the AGREEMENT by providing the other party with written notice at least three months prior to the anniversary date of this AGREEMENT. Upon termination, each party retains the right to use information received prior to termination subject to the conditions of this AGREEMENT, but is no longer entitled to future information or rights to use future information from the other party. All notices shall be in writing, sent first class, registered or certified mail, postage prepaid, and addressed as follows or at such other address as may be designated by a party in writing:

For Stockton ARTP: Stockton Aviation Research and Technology Park, Inc.
Attn: Executive Director
101 Vera King Farris Drive
Galloway, NJ 08205

For MEMBER: _____

Select Level of Membership

- Cornerstone Member (\$25,000 annually) Associate Member (\$10,000 annually)
- Member (\$5,000 annually) Supporter of the Park (> \$2,500 annually)

9 PRIMACY OF THIS AGREEMENT

The provisions contained herein constitute the entire AGREEMENT between the parties and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject material hereof. This AGREEMENT may not be changed, altered, or supplemented except by written amendment hereto, signed by both parties. It is further agreed that nothing contained in this AGREEMENT shall modify, amend, or supersede any prior or subsequent arrangement between MEMBER and ARTP with respect to activities outside the scope of this AGREEMENT.

10 TRANSFER OF INTEREST

Unless otherwise agreed to in writing by both parties, MEMBER only may assign its rights under this AGREEMENT and/or delegate its duties under this AGREEMENT to affiliates, wholly owned subsidiaries, or a parent entity. Notice of any assignment shall be provided to Stockton ARTP.

IN WITNESS WHEREOF, this AGREEMENT is effective as of the last date of signing set forth herein below, which day and month in subsequent years in which MEMBER adheres to the terms of this AGREEMENT shall be called the anniversary date of this AGREEMENT.

Stockton Aviation Research and Technology Park, Inc. of New Jersey

By: _____
Name: Joseph M, Sheairs Sr.
Stockton ARTP Executive Director

By: _____
Name: Dr. Edward H. Salmon
Chairman, Stockton ARTP Board of Directors

Date: _____

Date: _____

Member

By: _____
Name: Point of Contact

Date: _____