

Industry Affiliates Program
Silver Level Membership Agreement

The University of Texas at Austin
Advanced Sciences and Technology Research In Astronautics (ASTRIA) Group
Aerospace Engineering and Engineering Mechanics Department

PROGRAM OBJECTIVES AND DESCRIPTION:

1. The purpose of this Industrial Affiliates Program is to provide for cooperation and mutual assistance between the The University of Texas at Austin's Advanced Sciences and Technology Research In Astronautics (ASTRIA) group and member Industrial Affiliate Companies.
2. As with all University Industrial Affiliates Programs, intellectual property rights cannot be granted and no specific reporting requirements may be imposed. However, through the Industrial Affiliates Program, ASTRIA will offer the following services to ASTRIA industry affiliates:
 - a. Personal assistance by ASTRIA faculty and staff to identify and recruit highly-qualified students for co-ops, internships and permanent positions that fulfill affiliate needs.
 - b. An annual Open House (typically in late January or early February) in which ASTRIA's latest research results are presented in a poster session format, and facilities are provided for interviewing ASTRIA students. Up to ten (10) representatives from each affiliate can attend free of charge.
 - c. Receipt of biannual, electronic reports of faculty and student research and publications. One (1) printed copy of these reports may be requested.
 - d. Affiliate-exclusive content will be made available through a password-protected portal on the ASTRIA website. Content may include access to additional research publications, past board meeting information and additional materials as available.
 - e. A quarterly electronic newsletter to keep industrial affiliates up-to-date on the latest research and happenings within the ASTRIA.
 - f. ASTRIA equipment resources in support of research conducted under the Program include cloud/high-performance computing, telescopes, software, and data fusion/exploitation capabilities.

- g. Assistance in recruiting promising students of The University of Texas Aerospace Engineering and Engineering Mechanics (ASE/EM) department through classroom interaction and student society activities.
 - h. Subject to University policies and procedures, industrial affiliate companies may participate on student theses committees and join in research with ASTRIA faculty and students.
 - i. Early access to ASTRIA research and derived products (e.g. algorithms and software).
 - j. Easy access to consulting through ASTRIA contacts.
3. The Industrial Affiliate agrees to join the Program and pay membership costs listed above on an established yearly basis. Payments shall be made annually to the Advanced Sciences and Technology Research In Astronautics (ASTRIA) group, and mailed to the Director of the Advanced Sciences and Technology Research In Astronautics group, The University of Texas at Austin, Aerospace Engineering and Engineering Mechanics, 210 E 24th St., WRW 412C, Mail Code: C0600, Austin, TX 78712.

Industrial Affiliates Program

Agreement No. UTA__-__

Between

The University of Texas at Austin

and

“Affiliate Name”

“Affiliate Name”, hereinafter referred to as “Industrial Affiliate,” and The University of Texas at Austin, hereinafter referred to as “University,” hereby agree as follows:

1. The Industrial Affiliate will provide \$ (15,000.00 U.S. Dollars) for support of basic and applied fundamental research related to (ASTRIA). Said research will be carried out through the Industrial Affiliates Program (IAP) Agreement which shall be valid for the Term of (Month Day, Year) through (Month Day, Year). The research will be directed by (Moriba Jah) of The University of Texas at Austin who will in his/her capacity on the project act as Program Director and not as consultant to the Industrial Affiliate.
2. The Industrial Affiliate will provide the \$ (15,000.00 U.S. Dollars) payment for the “Term” within thirty (30) days of the execution of this Agreement.
3. The University will maintain funds provided by the Industrial Affiliate under this Agreement in a separate account established for said Industrial Affiliates Program and will expend funds as necessary for wages, supplies, seminars, annual review expenses, capital expenses, and other operating expenses in connection with the research.
4. As with all University Industrial Affiliates Programs, intellectual property rights cannot be granted, and no specific reporting requirements may be imposed by the Industrial Affiliate. However, the University intends to host an annual workshop and provide a biannual report of research and publications resulting from the program and research related to the “Term”. It is understood and agreed by the parties that any and all disclosures and materials made and provided to Industrial Affiliate by the University under this Agreement will be on a non-confidential basis and can be utilized by the Industrial Affiliate and its Affiliates without further accounting to the University.
5. The University represents that it is in compliance with and will abide by provisions of the Immigration Reform and Control Act of 1986.
6. Said Industrial Affiliates Program will be conducted within the United States of America.

7. The goal of this research is the advancement of scientific knowledge and does not have a commercial objective. The results of the research will be published or broadly shared in the scientific community.

8. Industrial Affiliate and the University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and the regulations of the Office of Foreign Assets Control (OFAC), 31 CFR Parts 500 through 599, in the performance of this Agreement. In the absence of available license exemptions/exceptions, the Parties shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance or deemed exports.

9. This Agreement constitutes the entire and only agreement between the parties relating to the research, and all prior negotiations, representations, agreements and understandings are superseded hereby, and may not be assigned by either party without the prior written consent of the other party. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by the Industrial Affiliate in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

Accepted and Agreed to:

THE UNIVERSITY OF TEXAS
AT AUSTIN

INDUSTRIAL AFFILIATE

Principal Investigator and
Program Director Date

Authorized Representative
(Print Name/Title)

Authorized Representative Date
(Signature)

Authorized Signatory Date
Bill Catlett, Director, Office of Industry Engagement