



Cornell University
Office of Sponsored Programs

Cornell University
373 Pine Tree Road
Ithaca, NY 14850

Telephone: 607 255-5014
Fax: 607 255-5058
Web: www.osp.cornell.edu

ATTACHMENT A-2 (APRIL 1, 2019)

GLASE INDUSTRIAL MEMBERSHIP AGREEMENT

The Greenhouse Lighting and Systems Engineering (“GLASE”) Consortium (“GLASE Consortium”) is established by the New York State Energy Research and Development Authority (“NYSERDA”) to pursue breakthrough research activities in order to create a more sustainable and profitable greenhouse industry in New York State (“GLASE Research”).

Cornell University and Rensselaer Polytechnic Institute are academic partners (hereinafter referred to as “Academic Partners”) in the GLASE Consortium. Cornell University (hereinafter “CONSORTIUM LEAD”) is the lead institution.

The GLASE Consortium will engage in research, education and technology transfer activities. Important objectives of the GLASE Consortium are the transfer of technology to Industrial Members and ultimately to the public so that consumers may enjoy the wide-ranging benefits of GLASE technology. Furthermore, the GLASE Consortium will integrate its GLASE Research with a training program.

This Agreement is made effective this ___ day of _____ (“Effective Date”) by and between the CONSORTIUM LEAD and _____ (hereinafter called “ORGANIZATION”), each singly a “Party” and collectively the “Parties.”

The Parties to this Agreement intend to join together in a cooperative effort to support the GLASE Consortium to leverage the NYSERDA support in conducting GLASE Research and technology transfer activities.

Now, therefore, for the mutual benefits and considerations each to the other, the Parties hereto agree to the following terms and conditions:

- A. The GLASE Consortium will operate in accordance with the GLASE Bylaws, a copy of which is incorporated herein and annexed hereto as Attachment A, and which may be amended from time to time by the GLASE Consortium and an amended copy provided to ORGANIZATION.
- B. ORGANIZATION agrees to pay the selected, nonrefundable membership fee listed below annually in support of the GLASE Consortium, thereby becoming an Industrial Member of the GLASE Consortium and entitled to the privileges described in the GLASE Bylaws



Rensselaer



Cornell University



GLASE
GREENHOUSE LIGHTING
& SYSTEMS ENGINEERING

(Attachment A). Annual membership fees may be changed in accordance with the GLASE Bylaws and by amendment to this Agreement.

<input type="checkbox"/> Tier 1 Member (≥ 500 full time equivalent employees)	\$30,000
<input type="checkbox"/> Tier 2 Member (100 – 499 full time equivalent employees)	\$15,000
<input type="checkbox"/> Tier 3 Member (21-99 full time equivalent employees)	\$7,000
<input type="checkbox"/> Tier 4 Member (≤ 20 full time equivalent employees)	\$5,000
<input type="checkbox"/> Tier 'A' Member (refer to Consortium Bylaws; N/A for Tiers 3 and 4)	\$5,000 Discount
<input type="checkbox"/> CEA Member (refer to Consortium Bylaws)	\$3,000

The membership year begins on April 1st. Industrial Member's fee for the first year of membership is pro-rated on a monthly basis.

The CONSORTIUM LEAD shall submit an invoice to the ORGANIZATION for the payment of the first year membership fee within thirty (30) days after this Agreement is fully executed. For subsequent years, CONSORTIUM LEAD shall invoice ORGANIZATION for membership fees in full. Payment will be due and payable, in full, thirty (30) days after the ORGANIZATION's receipt of the aforementioned invoices. Checks must be made payable to Cornell University and mailed to:

Cornell University
Sponsored Financial Services
P.O. Box 22
Ithaca, NY 14851-0022
Re: [Cornell Invoice Number]

An electronic funds transfer option is also available, the details of which will be included on the invoice. Because research of the type to be done by the GLASE Consortium takes time and research results may not be immediately obvious, the ORGANIZATION joins the GLASE Consortium with the intention of remaining a fee-paying member for at least three (3) years.

- C. The ORGANIZATION agrees to be bound by the provisions of the attached GLASE Bylaws.
- D. This Agreement shall become effective upon the Effective Date and shall extend for a period of three (3) years unless earlier terminated in accordance with the terms of this Agreement. Members will receive benefits as long as they are members in good standing, as defined in the GLASE Bylaws.
- E. The ORGANIZATION may terminate this Agreement by giving the GLASE Director a written notice of termination no less than six (6) months prior to the effective date of termination. In the event of such termination, the ORGANIZATION shall not be required to make any payment beyond the date of termination. If the ORGANIZATION provides notice of

termination, and if such six-month notice period runs into a subsequent membership year, then the ORGANIZATION's membership fee for the subsequent year shall be in the amount of the previous year's annual membership fee pro-rated on a monthly basis.

- F. The CONSORTIUM LEAD may terminate this Agreement upon written notice to ORGANIZATION for any reason, including failure of ORGANIZATION to pay, when due, ORGANIZATION's membership fee or other default of this Agreement by ORGANIZATION unless the ORGANIZATION shall have made the required payment or corrected the default within thirty (30) days from the date of the notice of termination provided by the CONSORTIUM LEAD.
- G. THE GLASE CONSORTIUM AND ACADEMIC PARTNERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE USE, ORIGINALITY, OR ACCURACY OF ANY GLASE RESEARCH, RESEARCH RESULTS, ANY ITEM OF INTELLECTUAL PROPERTY OR ANY INVENTION OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY GLASE RESEARCH, ANY RESEARCH RESULTS, ANY ITEM OF INTELLECTUAL PROPERTY, OR ANY INVENTION OR PRODUCT CREATED OR BASED, IN WHOLE OR IN PART, ON ANY GLASE RESEARCH OR ANY WORK OR RESEARCH PERFORMED UNDER THIS AGREEMENT.
- H. IN NO EVENT SHALL THE GLASE CONSORTIUM OR ANY ACADEMIC PARTNER OF THE GLASE CONSORTIUM, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURIES TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE GLASE CONSORTIUM, CONSORTIUM LEAD OR ACADEMIC PARTNERS HAVE BEEN ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.
- I. ORGANIZATION shall indemnify, defend and hold harmless the GLASE Consortium and all Academic Partners of the GLASE Consortium from and against all claims, losses, damage, expenses, actions, judgments, fines or penalties of any nature whatsoever (including attorneys' fees) arising out of or resulting from ORGANIZATION's own negligence, willful misconduct, or breach of its obligations hereunder.
- J. It is understood by all Parties that the research conducted by the GLASE Consortium and the individual Academic Partners of the GLASE Consortium is anticipated to be of the type which qualifies for the Fundamental Research Exclusion under applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and companion regulations, the International Traffic in Arms Regulations, the Export Administration Act of 1979, and companion regulations, the Export Administration Regulations). Notwithstanding the foregoing, all Parties hereto agree that they will abide by all applicable laws and regulations concerning the export or re-export of technical data, computer software, laboratory prototypes and other commodities.

- K. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the Parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic), or by commercial courier service, and shall be deemed to have been given or made as of the date received.
- L. Contact information for the ACADEMIC PARTNERS and ORGANIZATION:

CORNELL UNIVERSITY

GLASE Director:

Erico Mattos, PhD
GLASE Director
728 Burwood Park Drive
Lawrenceville, GA 30043
Phone: (302) 290-1560
Email: em796@cornell.edu

GLASE Academic Principle Investigator:

Neil Mattson
Associate Professor, School of Integrative Plant Science – Horticulture Section
Cornell University
49D Plant Science
Ithaca, NY 14853
Phone: (607) 255-0621
Email: nsm47@cornell.edu

Contract Administration Contact:

Jeffery D. Corbin
Sr. Grant & Contract Officer
Office of Sponsored Programs
Cornell University
373 Pine Tree Road
Ithaca, NY 14850
Phone: (607) 255-6306
Fax: (607) 255-5058
Email: jdc37@cornell.edu

Intellectual Property Administration Contact:

Aris Despo
Senior Licensing and Business Development Officer
Cornell's Center for Technology Licensing
Cornell University
395 Pine Tree Road, Suite 310
Ithaca, NY 14850

Phone: (607) 254-4460
Email: add74@cornell.edu

RENSELAER POLYTECHNIC INSTITUTE

GLASE Academic Principle Investigator:

Bob Karlicek
ERC Center Director
Center for Lighting Enabled Systems & Applications
Rensselaer Polytechnic Institute
CII 7015, 110 8th St.
Troy, NY 12180
Phone: (518) 276-3310
Email: kalir@rpi.edu

Contract Administration Contact:

David Schultz
Assistant Vice President
Tr 5th Fl
110 8th Street
Rensselaer Polytechnic Institute
Troy, New York 12180-3590
Phone: (518) 276-2161
Email: schuld7@rpi.edu

Intellectual Property Administration Contact:

Bruce Hunter
Director
Office of Intellectual Property and Technology Transfer
Rensselaer Polytechnic Institute
110 8th Street, 3210 J Building
Troy, New York 12180-3590
Phone: (518) 276-3354
Fax: (518) 276-6380
Email: hunteb@rpi.edu

ORGANIZATION:

Contract Administration Contact:

(name) _____
(title) _____
(address) _____
(phone) _____
(fax) _____
(email) _____

Intellectual Property Administration Contact:
(name) _____
(title) _____
(address) _____
(phone) _____
(fax) _____
(email) _____

Billing Contact:
(name) _____
(title) _____
(address) _____
(phone) _____
(fax) _____
(email) _____

- M. This Agreement shall not be assigned or delegated, in whole or in part, by ORGANIZATION, nor shall any assignment or delegation be valid, without the prior written consent of both Academic Partners hereto. No modifications or amendments to this Agreement shall be valid unless contained in writing and signed by both Parties to this Agreement.
- N. This instrument, together with the GLASE Bylaws (Attachment A), contains the entire agreement between the parties and is not subject to any prior or other terms, conditions, statements, or representation except those expressly set forth or incorporated by reference herein. This Agreement shall be binding upon the Parties hereto and their successors and assignees.
- O. This Agreement shall be governed by the laws of the State of New York, without reference to its provisions concerning the conflict of laws.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above.

ORGANIZATION

CORNELL UNIVERSITY

By: _____
Printed Name
Title:
Dated: _____

By: _____
Printed Name:
Title:
Dated: _____