

Permian Basin Manufacturing Consortium

Membership Agreement

The purpose of this Membership Agreement (“Agreement”) is to establish close cooperation and collaboration between _____, a Texas Corporation, (“Member”) and the
Company Name

Advanced Manufacturing Center (“AMC”) at The University of Texas Permian Basin (“UTPB”), a member institution of The University of Texas System (“System”). The Member joins the Permian Basin Manufacturing Consortium (“PBMC”) as a _____ Member and subject
Member Type
to the Bylaws of PBMC.

As of _____ (“Effective Date”) Member and UTPB hereby agree as follows:
Date

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 “Affiliate” means, with respect to Member, any parent company and any company at least fifty percent (50%) of whose stock, having the right to vote for or appoint directors, is, now or hereafter, owned or controlled directly or indirectly through one or more intermediaries by the Member or a parent company of the Member.
- 1.2 “Bylaws” means the bylaws of the Permian Basin Manufacturing Consortium as applicable to the Consortium Members and as may be amended from time to time.
- 1.3 “Consortium Director” means the Director of the PBMC.
- 1.4 “Consortium Member” means any company, including Member, which entered into a Membership Agreement, is current on paying the Membership Fee, and is otherwise in compliance with all obligations under its Membership Agreement and the Bylaws.
- 1.5 “Industry Advisory Board” or “IAB” means the group which is composed of one representative for each Consortium Member.

- 1.6 “Management Committee” means the Consortium Director, the UTPB Executive Director for the Office of Innovation & Commercialization, the Faculty Advisor for the AMC, and the UTPB Provost.
- 1.7 “PBMC Program” is the set of programs and activities initiated and operated by the PBMC to achieve the objectives described in the Bylaws for the PBMC and those programs and activities established in collaboration with the IAB, operating under the direction of the Consortium Director.

ARTICLE 2 PBMC ADMINISTRATION

- 2.1 The PBMC will be administered as outlined in the Bylaws.
- 2.2 UTPB shall use its best efforts to organize, direct, and administer the PBMC Program in accordance with the terms and conditions of this Agreement and the Bylaws.

ARTICLE 3 MEMBER COMMITMENTS AND BENEFITS

- 3.1 As a _____ Member of the PBMC, Member agrees to the following
Member Type
commitments and will receive the following benefits:

Titanium Member

Commitments:

- Membership Fee of \$10,000 per year
- Initial membership commitment of two years
- Regular attendance at events
- Hiring of 2 PBMC Student Interns each year

Benefits:

- Includes up to 6 individuals employed by Member to attend standard events
- Featured space at showcase events
- Reduced pricing to specialty events
- Recognition of membership inside of the AMC
- Recognition of membership on the PBMC website
- Access to PBMC student recruitment events
- Reduced-fee (“Partner”) pricing for AMC equipment use and PBMC training

Steel Member

Commitments:

- Membership Fee of \$5,000 per year
- Initial membership commitment of two years
- Regular attendance at events
- Hiring of 1 PBMC Student Intern each year

Benefits:

- Includes up to 3 individuals employed by Member to attend standard events
- Reduced pricing to specialty events
- Recognition of membership on the PBMC website
- Access to PBMC student recruitment events
- Reduced-fee (“Partner”) pricing for AMC equipment use and PBMC training

Non-Profit Member

Commitments:

Membership Fee of \$1,000 per year

Regular attendance at events

Benefits:

Includes up to 3 individuals affiliated with Member to attend standard events

Featured space at showcase events

Reduced pricing to specialty events

Recognition of membership on the PBMC website

Access to PBMC student recruitment events

Reduced-fee (“Academic”) pricing for AMC equipment use and PBMC training]

ARTICLE 4 MEMBERSHIP FEES

4.1 The annual fee for Member as a _____ Member is _____ and shall be
Member Type Membership Fee Amount
considered unrestricted cash (“Membership Fee”).

4.2 The Membership Fee is nonrefundable and shall be paid by Member to UTPB annually on or before January 1st each year and will cover the 1-year period from January 1st through December 31st of that year.

- 4.3 If Member joins after January 1st, the Membership Fee will be due at the time of joining the PBMC and will cover membership in the PBMC for the remainder of that calendar year.
- 4.4 UTPB shall submit an initial invoice to Member for the payment of the first-year Membership Fee within thirty (30) days after this Agreement becomes effective. Thereafter, UTPB shall provide the Member with an invoice sixty (60) days prior to the next renewal date. Such invoices will be due and payable on or before January 1st each year.
- 4.5 The Membership Fees will be used to cover the costs of operational expenses associated with the PBMC and the AMC. This may include, but is not limited to, salaries for the Consortium Director and AMC staff, event costs, training program costs, materials, equipment, student stipends, student workers, and research expenses of Consortium Faculty. The use of the Membership Fees is at the discretion of the Management Committee.
- 4.6 The Management Committee may deduct the value of in-kind contributions towards the Membership Fee, but in no case shall the Membership Fee be reduced by more than half through such contributions. In-kind contributions must be committed in writing by Member at the time the Membership Fee is due. The commitment must indicate a date within the calendar year that the in-kind contribution will be provided, and if the in-kind contribution is not made by the end of the calendar year, then the full amount of the Membership Fee will be due before any renewal can take place.
- 4.7 The title to all equipment purchased for the PBMC with Membership Fees, or equipment provided by Member as part of in-kind contributions, shall reside with UTPB.

ARTICLE 5 TERM, TERMINATION, AND OTHER CONDITIONS

- 5.1 The term of this Agreement shall begin on the Effective Date and shall expire on December 31st of the year of the Effective Date, such period, the “Initial Term”. After the Initial Term, the Agreement shall automatically renew for up to four (4) additional one-year terms (each a “Renewal Term”), after which a new Membership Agreement is required to continue participation in the PBMC.

- 5.2 In the event that either UTPB or Member commits a material breach or default in any of the terms or conditions of this Agreement, and that party fails to remedy that default or breach within thirty (30) days after receipt of notice from another party, the party giving notice may, at its option, terminate the Agreement effective immediately.
- 5.3 So long as Member is not in default under this Agreement, Member may withdraw from the PBMC on December 31 of the current term by giving UTPB at least two (2) months advance written notice. In that case, this Agreement will be considered terminated and Member will not be obligated to make membership fee payments for the following years.
- 5.4 UTPB may terminate this Agreement by giving Member written notice at least two (2) months prior to the end of the current term. In that case, this Agreement will be considered terminated and Member will not be obligated to make membership fee payments for the following years.
- 5.5 If the PBMC program is discontinued by UTPB for any reason, all Members' memberships will terminate.
- 5.6 Any termination of the Agreement by either party under Paragraphs 5.2, 5.3, 5.4, or 5.5 will not entitle the Member to a refund of any kind.
- 5.7 All notices must be in conformance with Article 9 herein.

ARTICLE 6 RELATIONSHIP OF PARTIES

- 6.1 Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing. Member is not a state employee, partner, joint venturer, or agent of UTPB. Nothing contained in this Agreement shall be construed as establishing, nor is it any party's intent to establish, a partnership or any joint obligations between UTPB and Member. Each party hereto retains the right to conduct its own business as it sees fit.
- 6.2 Member shall not make any press releases, release any information for publication, advertisement or any other purpose; make public statements about the Consortium; or use

UTPB, PBMC or any other Members' name in any advertising promotional or sales literature without the advance written consent of that party.

ARTICLE 7 REPRESENTATIONS, WARRANTIES AND LIABILITIES

- 7.1 Member represents and warrants Member is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Member has been duly authorized to act for and bind Member.
- 7.2 UTPB represents and warrants that it is authorized to administer the PBMC Program.
- 7.3 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, MEMBER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UTPB, AND HOLD HARMLESS UTPB; THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS SYSTEM AND THEIR AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, **INDEMNITEES**) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY, **CLAIMS**) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING (1) FROM MEMBER'S ACTIVITIES RELATED TO OR BREACH OF THIS AGREEMENT AND/OR (2) IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF MEMBER, ANYONE DIRECTLY EMPLOYED BY MEMBER OR ANYONE FOR WHOSE ACTS MEMBER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 7.4 **Limitation of Liability.** UTPB WILL HAVE NO LIABILITY TO MEMBER OR TO ANYONE CLAIMING THROUGH OR UNDER MEMBER BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UTPB TO MEMBER OR TO ANYONE CLAIMING THROUGH OR UNDER MEMBER, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UTPB, THE BOARD OF REGENTS FOR THE UNIVERSITY OF TEXAS SYSTEM, OR THE

UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER ANY OF THEM HAS OR WILL HAVE ANY PERSONAL LIABILITY TO MEMBER OR TO ANYONE CLAIMING THROUGH OR UNDER MEMBER BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

- 7.5 **Tax Certification.** If Member is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Member certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Member is exempt from the payment of those taxes, or Member is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 7.6 **Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Member certifies Member is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and funds withheld if this certification is inaccurate.
- 7.7 **Certification Required by Texas Governor Executive Order GA-48.** Pursuant to Executive Order GA-48 of the Governor of Texas effective November 19, 2024, Member certifies that it and, if applicable, any of its Affiliates, is not:
- i) Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - ii) Listed in Section 1260H of the 2021 NDAA; or
 - iii) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - iv) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

ARTICLE 8 CONFIDENTIALITY & TPIA

- 8.1 The parties may wish to disclose confidential information to each other in connection with work contemplated under this Agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party's obligation shall not apply to information that:
- i) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii) is already in the recipient party's possession at the time of disclosure;
 - iii) is or later becomes part of the public domain through no fault of the recipient party;

- iv) is received from a third party having no obligations of confidentiality to the disclosing party;
 - v) is independently developed by the recipient party; or
 - vi) is required by law or regulation to be disclosed.
- 8.2 If an impermissible use or disclosure of any UTPB Confidential Information occurs, Member will provide written notice to UTPB within one (1) business day after Member's discovery of that use or disclosure. Member will promptly provide UTPB with all information requested by UTPB regarding the impermissible use or disclosure.
- 8.3 Member agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all UTPB Confidential Information created or received from or on behalf of UTPB will be (1) returned to UTPB, with no copies retained by Member; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any UTPB Confidential Information, Member will provide UTPB with written notice of Member's intent to destroy UTPB's Confidential Information. Within five (5) days after destruction, Member will confirm to UTPB in writing the destruction of UTPB's Confidential Information.
- 8.4 If information is required to be disclosed pursuant to Section 8.1(vi) the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
- 8.5 UTPB strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code. In accordance with §§552.002 and 2252.907, Texas Government Code, and at no additional charge to UTPB, Member will make any information created or exchanged with UTPB pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UTPB that is accessible by the public.
- 8.6 In addition to any other termination rights in this Agreement and any other rights at law or equity, if UTPB reasonably determines that Member has breached any of the restrictions or obligations in this Article 8, UTPB may immediately terminate this Agreement without notice or opportunity to cure.

ARTICLE 9 NOTICES

- 9.1 Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to UTPB: Permian Basin Manufacturing Consortium
UTPB Center for Energy and Economic Diversification
N 1310 FM 1788
Midland, TX 79707
Email: amc@utpb.edu
Attention: PBMC Director

If to Member: _____

Fax: _____
Email: _____
Attention: _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

ARTICLE 10 MISCELLANEOUS

- 10.1 This Agreement may not be assigned without UTPB's prior written consent.
- 10.2 This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.
- 10.3 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a

similar subsequent failure to perform any such term or condition or any other term or condition by the other party.

- 10.4 No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.
- 10.5 If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 10.6 Ector County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 10.7 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Agreement, no representations, warranties, or agreements have been made by either party to the other with respect to this Agreement or the obligations of the parties in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any exhibits or amendments hereto. All Exhibits are attached to this Agreement and incorporated for all purposes.

UTPB and Member have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Company Name

The University of Texas Permian Basin

By: _____

By: _____

Name: _____

Name: Natalie Harms

Title: _____

Title: Sr. VP Business Affairs – CFO

Date: _____

Date: _____

Read and Agreed By:

UTPB PBMC Director

Date