



1525 Wilson Blvd., Suite 150
Arlington, VA 22209
Tel: 703-526-9447
800-339-8742
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www.usic.net

GIPP MEMBERSHIP APPLICATION & AGREEMENT

NOTE: This is an application for GIPP Membership in the U.S. Industry Coalition. If you are not submitting a project proposal to the Global Initiatives for Proliferation Prevention (GIPP) program, please fill out the General Membership Application and Agreement.

The United States Industry Coalition, Inc. (USIC) is a non-profit association of high tech businesses who are actively engaged in technology commercialization efforts. The USIC mission is "to facilitate the commercialization of technologies for peaceful purposes." USIC works to achieve its mission through the cooperative efforts of its member companies, the Global Initiatives for Proliferation Prevention program of the National Nuclear Security Administration at the U.S. Department of Energy, the DOE National Laboratories, other U.S. government agencies, and scientific institutes of the former Soviet Union.

GIPP MEMBERSHIP APPLICATION:

Applicant Company: _____

Is this company domiciled or incorporated in the U.S.? Yes No

Principal USIC Representative: _____

Job Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Referred by: _____

Please complete the following:

1. Check appropriate technology areas:

- | | |
|--|--|
| <input type="checkbox"/> Accelerators | <input type="checkbox"/> Program Management |
| <input type="checkbox"/> Biotechnology | <input type="checkbox"/> Sensors & Instrumentation |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Software Development |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Waste Management |
| <input type="checkbox"/> Materials | <input type="checkbox"/> Other: _____ |

2. Check approximate number of company employees:

- < 10 10-100 101-1000 >1000

3. Indicate gross annual revenues:

- \$0 - \$6 M \$6 - \$12 M \$13 - \$25 M \$25 M +

4. Select USIC membership category:

- PRIMARY MEMBERSHIP (*NOTE: Consortia applicants must include a complete list of members*)
- Small business (< \$12 million revenue/year) \$1000 annually
 - Large business (> \$12 million revenue/year) \$5,000 annually
 - Consortia of for-profit businesses \$5,000 annually
 - Universities and consortia of non-profit businesses \$2,000 annually
- ASSOCIATE MEMBERSHIP
- Any business / academic institution / individual \$250 annually

5. Method of payment: (*Note: Make checks payable to USIC*)

- Company check enclosed (Check # _____)
- Purchase order enclosed (P.O. # _____)
- Credit Card (payment available at www.usic.net; contact Membership Services Manager for Payment details)

6. Technical Contact: If the technical contact for your IPP project is other than the principal representative, please indicate name here. (Include mailing address if different from principal representative.)

Name: _____ Title: _____

Phone/Fax: _____ E-Mail: _____

7. Billing Contact: Give the name of the contact where invoices for Annual Dues should be sent if different than the principal representative.

Name: _____ Title: _____

Phone/Fax: _____ E-Mail: _____

OPTIONAL:

8. Additional USIC Members: Primary members may include up to two company employees as "additional" members, who will receive periodic communications from USIC. The Technical Contact may also be listed as an "additional" member. (Include mailing address if different from principal representative.)

Name: _____ Title: _____

Phone/Fax: _____ E-Mail: _____

Name: _____ Title: _____

Phone/Fax: _____ E-Mail: _____

9. Public Relations Contact: Please provide the name of a PR contact for your company for use only by the USIC staff when seeking additional information on company projects, activities, etc. (Include mailing address if different from principal representative.)

Name: _____ Title: _____

Phone/Fax: _____ E-Mail: _____

10. Annual Report and other documents: We request that all applicants submit a copy of their most recent annual report, if available. At minimum, please submit a summary description of company mission, core competencies and specialized research and/or technological interests.



GIPP MEMBERSHIP AGREEMENT

The U.S. Industry Coalition (USIC) makes this agreement with the signing organization (Applicant) effective upon the USIC's receipt of Applicant's membership dues.

USIC GIPP Membership services are summarized below:

- Eligibility for participation in the Department of Energy's Global Initiatives for Proliferation Prevention (GIPP) Program.
- Assistance in identifying GIPP project opportunities and facilitating partnerships with DOE National Laboratories and foreign institutes.
- Project support and evaluation of GIPP member projects for commercial potential
- Advocacy for members as their GIPP projects proceed through the GIPP review process.
- Help in preparing Cooperative Research and Development Agreements (CRADA's) for member firms partnering with DOE National Laboratories.
- Advice and assistance in meeting GIPP program requirements on cost-share contributions and other contractual obligations.
- Technology commercialization support and assistance in identifying new commercialization opportunities.
- Intellectual property advice and referral information.
- Promotion of technology successes to other USIC companies, the U.S. Congress, the business community and government agencies.
- Participation in briefings and special events showcasing USIC member projects and technologies.
- Access to USIC's developing project and technology project database.
- Advocacy in Washington, DC and monitoring of congressional policy development impacting the funding and oversight of USIC members' projects.
- Bi-monthly e-newsletter and other publications providing information on commercialization projects and activities of interest to USIC members
- Participation in the USIC Annual Meeting featuring seminars on key topics in technology commercialization, updates from Capitol Hill and panel presentations from national lab representatives and successful USIC companies.
- Use of USIC office facilities for member companies when traveling to Washington, DC.

The following are available on a fee for services basis:

- Technology matching with potential commercial development sources.
- Project development assistance: e.g. identifying technologies or resources for potential projects, help in identifying partners for specific projects.
- Locating investment capital, business planning, and assistance in identifying potential sources of project financing.
- Market research.

1. Applicant acknowledges that this Agreement constitutes a binding membership contract between Applicant and USIC upon USIC's receipt of Applicant's membership dues.
2. Applicant acknowledges that USIC membership is an annual (12 month) membership. The Applicant's membership contract will automatically renew for an additional 12-month period, unless Applicant indicates in writing to USIC its intention to resign. Upon receipt of the invoice requesting payment of the annual dues, the Applicant will forward said payment within 30 days of the invoice date.
3. Applicant acknowledges that membership is assignable only in accordance with USIC Bylaws.
4. Applicant acknowledges that membership in good standing (dues paid in full) is required to for participation in any proposal or project and must continue throughout the duration of same.

The Applicant acknowledges that they have read the USIC By-Laws, and the attached Mutual Non Disclosure / Non Circumvent/Non Compete Agreement which follows and which is a part of this agreement. They further acknowledge that they understand the obligations they are undertaking, and have caused this Agreement to be signed by their duly authorized representative on the date set forth below.

Agreed:

Applicant Company: _____

Principal Representative: _____

Title: _____

Signature

Date

Accepted:

Gerson S. Sher, President

Date:

INTERNAL USE ONLY:
Dues payment received (DATE stamp):



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United States Industry Coalition, Inc.

MUTUAL NON DISCLOSURE / NON CIRCUMVENT/NON COMPETE AGREEMENT

THIS MUTUAL NON-DISCLOSURE/NON-CIRCUMVENT/NON COMPETE AGREEMENT IS ENTERED INTO BY THE FOLLOWING ENTITIES:

COMPANIES IN THIS AGREEMENT MAY BE REFERRED TO INDIVIDUALLY AS THE "PARTY" OR COLLECTIVELY AS THE "PARTIES"

BACKGROUND

1. Each Party represents that it possesses competitively valuable proprietary and confidential information which is not generally available to the public, and which the Party desires to protect against disclosure or competitive use (the "Proprietary Information").
2. Proprietary Information may include, but is not limited to, tangible or intangible information related to a Party's products, processes, methods, ideas, concepts, discoveries, designs, drawings, specifications, techniques, practices, models, diagrams, source code, object code, software, programs, know-how, technical data, research and development, or business and financial data.
3. The Parties contemplate engaging in business discussions during which it may become necessary to exchange Proprietary information, and desire to establish a mutual understanding concerning the preservation and safeguarding of such information.

In consideration of the foregoing, and in express reliance on the mutual covenants and conditions contained herein, the Parties agree as follows:

1. During the terms of this AGREEMENT, THE PARTIES, to the extent of their right to do so, may exchange information that is considered by the disclosing Party to be Proprietary Information. For such information to be considered Proprietary Information and subject to this Agreement, it shall be identified in writing at the time of the disclosure by an appropriate legend, marking, stamp, or positive written identification on the face thereof to be

Proprietary Information: In order for any Proprietary information That is exchanged between the Parties orally or visually to be subject to this Agreement, it shall be identified as Proprietary Information to the receiving Party orally at the time of disclosure and in writing within fourteen (14) calendar days after such oral or visual disclosure.

2. Proprietary Information delivered by the disclosing Party to the receiving Party shall be used solely for the purpose of discussions leading to a possible teaming Agreement related to areas of mutual interest (the "Permitted Purpose"). No other use of Proprietary Information is granted without prior written consent of the disclosing Party.
3. This Agreement shall automatically be extended upon the signing date, but may be terminated by either party giving (30) days notice in writing to the other Party of its intention to terminate. Termination shall not, however, affect the rights and obligations of this Agreement with respect to Proprietary Information supplied prior to termination.

4. From the date of its disclosure until (3) years after the date of termination of this Agreement, the receiving Party shall protect the disclosing Party's Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of Proprietary Information as the receiving party uses to protect its own Proprietary Information of like nature. The receiving Party shall further restrict disclosure of such Proprietary Information to those of its directors, officers, employees, agents, and advisors (including attorneys, accountants, and financial advisers) who have a need to know and who have been advised of and agreed to the restrictions on disclosure and use contained in this Agreement. Notwithstanding the period set forth in the first sentence of this section, the Parties may agree in writing to an extended period of protection for certain Proprietary Information.
5. This Agreement imposes no obligation upon a receiving Party with respect to proprietary Information which : (a) was in the receiving Party's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a rightfully possessing third party without a duty of confidentiality; (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the Party so ordered shall notify the disclosing Party of the underlying proceeding in sufficient time so that the disclosing Party may attempt to obtain a protective order; (e) is disclosed by the receiving Party with the disclosing Party's prior written approval in accordance with that written approval ; or (f) is independently developed by the receiving Party without access to Proprietary Information exchanged hereunder as provable by competent evidence.
6. All Proprietary Information is and shall remain the sole and exclusive property of the disclosing Party, and neither Party acquires any license, intellectual property rights, or legal or equitable interest in the other Party's Proprietary Information except for the limited right to make copies as necessary, and in accordance with this Agreement for the Permitted Purpose.
7. All Proprietary Information is provided "AS IS" and neither Party makes any warranty regarding the accuracy, appropriateness or reliability of such information. The entire risk arising out of the use of the Proprietary Information remains with the receiving Party
8. The receiving Party shall notify the disclosing Party immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, or any other breach of this Agreement by the receiving Party, and will cooperate with
9. This Agreement shall not be construed as a sales agreement, teaming agreement, joint venture or other similar arrangement; rather, the Parties expressly agree that this Agreement is solely for the purpose of protecting Proprietary Information.
10. Neither Party has an obligation to supply Proprietary Information to the other Party; furthermore, neither Party has an obligation under this Agreement to purchase any item or services from the other Party.
11. Each Party represents that it will comply with all applicable export and import laws and regulations during performance of their Agreement, including but not limited to, the US Arms Export Control Act, as amended (22 U.S.C. &&2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R Part 120 et seq.). The Export Administration Act, as amended, (50 U.S.C. && 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. & 730 et seq.). The Parties shall not export, disclose, furnish, or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other Party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the other Party.
12. This agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the duties of the Parties shall be determined exclusively by terms and conditions of this Agreement.

13. Upon written request of the disclosing Party, the receiving Party shall return all originals, copies, reproductions and summaries of Proprietary Information in the receiving Party's possession or control, or at the disclosing Party's option, destroy and certify such destruction.
14. The Parties agree that, during the term of this agreement and for one (1) year period thereafter, neither Party shall knowingly or actively seek to hire any employees of the other Party. This restriction shall not prohibit either Party from hiring any person as a result of the use of an independent employment agency (so long as the agency was not directed by such Party to solicit such person) or as the result of the use of a general solicitation (such as an advertisement) not specifically directed to employees of the other Party.
15. The receiving Party acknowledges that monetary damages may be an insufficient remedy for damages resulting from the unauthorized disclosure of Proprietary Information and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or other equitable relief as may be deemed appropriate by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting the disclosing Party from pursuing any other available remedy for unauthorized disclosure for breach or threatened breach of this Agreement.
16. The Parties shall perform their respective obligations hereunder without charge to the other, and neither Party shall assign any rights hereunder or disclose the existence of this Agreement publicly without the prior written approval of the other Party.
17. Regardless of its place of negotiation, execution, or performance, this Agreement shall be enforced and interpreted in accordance with the laws of the State of Virginia, without regard to that state's choice of law statutes and provisions. This Agreement shall be binding on the Parties, their successors and assigns.
18. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portion, of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.
19. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the Parties. The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any (a) subsequent breach of such term, provision, covenant, or condition or (b) other term, provision, covenant, or condition.
20. The "Parties" intending to be legally bound, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the "parties" with products, sellers, buyers, brokers, dealers, distributors, shippers, financial institutions, technology owners, or manufacturers, to change, increase, or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel, or initiate buy/sell relationships, or transactional that by-pass one of the "parties" with any corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "parties" to one another in connection with any on-going or future "transaction" or "project".
21. This Agreement constitutes the entire understanding and agreement of and between the Parties relative to the protection of Proprietary Information relating to the Permitted Purpose and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written.