

INDIANA ADVANCED AEROSPACE MANUFACTURING ALLIANCE

VOLUNTARY COLLABORATION AGREEMENT

I. Introduction and Statement of Purpose

The Indiana Advanced Aerospace Manufacturing Alliance (IAAMA) is a voluntary organization of industry, government, and academic participants (Members), led initially by Purdue University and the Rolls-Royce Corporation. The IAAMA will identify, prioritize, research, and develop basic knowledge, technologies, techniques and industry practices and tools to enable and accelerate the transformation and growth of Indiana's aerospace-capable manufacturing community by leveraging the strengths of Indiana's aerospace-capable manufacturing and repair facilities. This initiative is vital to assuring this critical component of Indiana's economy remains a robust and central industrial sector well into the 21st century.

Company Name, is an academic institution, industrial entity or government agency with an interest and commitment to supporting the transformation of Indiana's aerospace-capable manufacturing community through the development and deployment of basic and applied research, academic curricula, and industry best practices.

The objective of the IAAMA is to facilitate communication and collaboration among its Members thereby developing a unified focus to support the vitality and transformation of Indiana's aerospace-capable manufacturing industry. While the details of this endeavor will be defined, agreed upon, and continually reviewed by its Members, the core mission will be to accelerate basic and applied aerospace-capable manufacturing related research and transfer these technologies into Indiana's industrial sector to enhance Indiana's global competitiveness.

The Members will participate by providing resources to the IAAMA for grant-seeking efforts on an as-needed, as-available basis, as agreed to by Members, to further the objectives of the IAAMA.

It is the understanding of the charter Members listed above (the "Leaders" of IAAMA) that additional industry and academic entities will be invited to join as Members to further the mission of the IAAMA. All Members of the IAAMA will have access to IAAMA research and publications and are encouraged to participate in IAAMA research teams and other efforts.

II. Requirements for IAAMA Membership

Member attests to meeting the following requirements:

1. A facility located in Indiana
2. Involvement in aerospace-capable manufacturing as a manufacturer, or a supplier to a manufacturer, or involvement as a research organization, educational institution, or government agency
3. Commitment to active participation and contribution to IAAMA activities

III. IAAMA Governance

Each Member will assign and be represented by an IAAMA Coordinator to represent the Member. This Coordinator will be the active point of contact between the IAAMA and the Member organization.

The first IAAMA Advisory Board Members will consist of one representative from the Purdue University and one from the Rolls-Royce Corporation, and potentially one from the Government of Indiana. In any event, once the IAAMA consists of three signing Members, the Board will be expanded to at least three (3) Members, and once the IAAMA consists of fifteen (15) Members, the Board will be expanded to five (5) Members. The membership of the Board will reflect an appropriate balance of all membership sectors (small business, large business, etc.). Other than the first IAAMA Advisory Board meeting, each IAAMA Coordinator will have one vote at each IAAMA annual meeting (see Article IV below). Other than the Leaders and the State of Indiana, each Advisory Board Member will be elected by a majority vote of those IAAMA Coordinators voting at each IAAMA annual meeting.

The IAAMA Advisory Board will provide oversight and guide the activities of the IAAMA. No IAAMA Advisory Board member shall commit any other Board Member, including the Leaders, nor commit any other Member for any support commitment for IAAMA or participation in any IAAMA program.

IV. Member Support for the IAAMA

The administrative activities, such as communicating IAAMA business, responding to Member inquiries, and coordinating IAAMA presentations to its constituents, will be handled by the Leaders.

The Center for Advanced Manufacturing (CAM) at Purdue University's Discovery Park will provide and support an IAAMA web site which all IAAMA participants will have access to for identification of in-process and planned research activities and related IAAMA information. This web site will also include a list of IAAMA Members and contact information. The Center for Advanced Manufacturing is located at 500 Central Drive, Room 326, West Lafayette, IN 47907-2022.

The Leaders will organize and sponsor an annual meeting of the IAAMA, which meeting is expected to take place in May to happen concurrently with Purdue University's "Advancing Manufacturing Summit." Any fees for the annual meeting will cover meeting costs which will be payable by each participating IAAMA Member.

V. Other Terms and Conditions:

A. General

This Agreement is between the Leaders and the Member. The number of academic, government, and industrial Members or participating individuals from a Member institution is unlimited.

Representatives of the Member can attend the annual IAAMA meeting, as well as all other IAAMA conferences and workshops. These events may have registration fees to cover event costs which will be payable by each Member who participates.

No commitment is made under this Partnership Agreement by IAAMA, the Leaders or Member to exchange resources (monetary or in-kind) between the Member and the Leaders, or the IAAMA. Each IAAMA member is responsible for all of the financial support of their own activities and participation in this Alliance. This Agreement forms no legal relationship between any participants.

B. Knowledge Development and Deployment

All intellectual property and other material (Material) that a Member chooses to make available to the IAAMA will be organized according to a defined knowledge-management architecture based on content area and target audience.

If a Member chooses to make Material available to the IAAMA, the Member agrees to make it available to other Members subject to the terms of paragraph D.

C. Other IAAMA Member Agreements

Members of the IAAMA may enter into bi-lateral or multi-lateral agreements with each other or any third party to collaborate on mutually beneficial research projects. Such agreements are encouraged and are entered into individually by each Member as a mechanism for Members to use to protect, for instance, its intellectual property rights. The Leaders or IAAMA will not endorse or agree for or on behalf of any Member any such bi-lateral or multi-lateral agreements.

Members of the IAAMA may also enter into bi-lateral or multi-lateral agreements with IAAMA Members to collaborate on related research. Such agreements are encouraged and are entered into individually by each Member. The Leaders or IAAMA will not endorse or agree for or on behalf of any Member such bi-lateral or multi-lateral agreements with IAAMA Members.

D. IAAMA Member Proprietary Information and Intellectual Property Rights

No proprietary information will be exchanged within the IAAMA. That is, the IAAMA is simply a forum which enables collaboration and/or development amongst its Members.

If a Member provides Material to the IAAMA for use by another Member, the providing Member agrees to grant the other Members a license to use the Material on reasonable royalty terms.

Any grant of license rights requires that the licensor and licensee enter into a proper agreement as discussed in paragraph C above.

E. Duration and Termination

This Agreement is effective from the date last signed below.

Any Member may terminate its involvement with the IAAMA by providing 30 days written notice to the other Member(s) to the Agreement. This Agreement may be terminated by the Advisory Board by providing 30 days written notice to all Member(s) to the Agreement.

VI. Signatures

For Purdue University:
Dr. John P. Sullivan
500 Central Drive, Potter Room 326
West Lafayette, IN 47907-2022

Approval

Signature
John P. Sullivan
Director, Center for Advanced Manufacturing

For Member:
Name:
Address:
City, State, Zip:

Approval

Signature
Name
Title