



Center for Advanced Forestry Systems (CAFS) Membership Agreement

This Membership Agreement is made on [INSERT DATE] by and between the Universities listed in Appendix A (hereinafter collectively called "**UNIVERSITIES**") and [INSERT MEMBER NAME] (hereinafter called "**MEMBER**") for the Center for Advanced Forestry Systems (CAFS) (hereinafter called the "**CENTER**"), a national public-private-academic cooperative research center comprised of UNIVERSITIES and MEMBERS. The various parties desire to collaborate in a cooperative effort to support the planned research activities of the CENTER and the parties agree as follows:

1. Membership Levels and Fees: The CENTER offers the following membership levels with associated annual fees:

- **University Membership:** \$15,000 annually.
- **Industry Membership:** \$10,000 annually.
- **Affiliate Membership:** \$5,000 annually.
- **Observer Membership:** In-kind contributions with an estimated value of <\$5,000 annually.

Specific benefits, voting rights, and intellectual property access associated with each membership level are detailed in **Appendix B – Membership Benefits and Rights**. CENTER membership contributions are made directly to the NCASI Foundation at the beginning of each calendar year, unless alternative arrangements are made prior and collectively approved. A 10% overhead rate will be withheld from collected funds to cover administration costs for the financial administrator, NCASI Foundation. All remaining funds will be distributed to identified organizations to complete MEMBER approved projects and subject to the CENTER approved indirect rate of 10%, consistent with National Science Foundation Industry/University Collaborative Research Center policy.

2. Member Benefits and Rights: The MEMBER shall be entitled to the benefits and rights corresponding to their chosen membership level as outlined in **Appendix B**. These may include, but are not limited to:

- Participation in CAFS research activities and meetings.
- Access to CAFS research outputs and data.
- Networking opportunities with industry partners and researchers.

- Eligibility to receive CAFS funding for research projects (specific levels only).
- Voting rights on project selection and governance matters (specific levels only).
- Priority access to CAFS-developed technologies and tools (specific levels only).
- Non-exclusive, royalty-free rights to intellectual property created by research funded using member fees (specific levels only).

3. Intellectual Property: All fee-paying MEMBERS shall have non-exclusive, royalty-free rights to all intellectual property created by any research funded using member fees, subject to the specific membership terms outlined in **Appendix B**. MEMBERS wishing to exercise rights to a royalty-free license may be responsible for associated patent application and maintenance costs. The MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by the CENTER, with potential royalties due to the CENTER for enhanced or re-marketed software.

4. Data: UNIVERSITIES will make non-proprietary data collected, analyzed, or synthesized during any CENTER project available through digital repositories and provide access links to such to NCASI Foundation and MEMBERS. UNIVERSITIES retain the intellectual property rights of their data.

5. Confidentiality: The MEMBER acknowledges that they may receive confidential information related to the CENTER's research and operations. The MEMBER agrees to hold such information confidential in accordance with the Confidentiality Terms outlined in the CENTER's Bylaws.

6. Reporting: CENTER Members engaged in research shall provide interim and final reports on their projects as requested.

7. Use of Name and Logo: Unless specified in writing, neither the MEMBER nor the UNIVERSITIES shall use the name, logo, or trademarks of the other party without prior written consent, except for factual statements of participation in the CENTER.

8. Term and Termination: This Agreement shall commence on the date first written above and shall continue for the CENTER's duration, unless terminated earlier as provided herein. UNIVERSITIES or MEMBER may terminate this Agreement by providing the CENTER Director with ninety (90) days written notice prior to the desired termination date. This Agreement shall remain in effect between the MEMBER and the remaining UNIVERSITIES.

9. Joining the CENTER: Additional UNIVERSITIES or MEMBER may join the CENTER and be obligated by this agreement by signing this Agreement.

10. Liability: Neither party assumes any liability for the actions or omissions of the other party, except as may arise from their own negligence.

11. Amendments: This Agreement may not be amended or modified except by the execution

of a written instrument signed by all parties hereto.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

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IN WITNESS WHEREOF, the parties have executed this Membership Agreement as of the date first written above.

CENTER:

By: Aaron Weiskittel

For and on behalf of the Universities listed in Appendix A

Signature:

Date:

MEMBER:

By:

Signature:

Date:

DRAFT 7.8.25

Appendices

Appendix A: List of Participating Universities

LEAD UNIVERSITY Site Director: Aaron Weiskittel UNIVERSITY: University of Maine Address: 5775 Nutting Hall Date:	Signature
PARTNER UNIVERSITY 1 Site Director: Rachel Cook UNIVERSITY: North Carolina State University Address: Date:	Signature
PARTNER UNIVERSITY 2 Site Director: UNIVERSITY: Oregon State University Address: Date:	Signature
PARTNER UNIVERSITY 3 Site Director: Doug Jacobs UNIVERSITY: Purdue University Address: Date:	Signature
PARTNER UNIVERSITY 4 Site Director: Bronson Bullock UNIVERSITY: University of Georgia Address: Date:	Signature
PARTNER UNIVERSITY 5 Site Director: Mark Kimsey UNIVERSITY: University of Idaho	Signature

Address: Date:	
PARTNER UNIVERSITY 6 Site Director: Eric Turnblom UNIVERSITY: University of Washington Address: Date:	Signature
PARTNER UNIVERSITY 7 Site Director: UNIVERSITY: Address: Date	Signature
PARTNER UNIVERSITY 8 Site Director: UNIVERSITY: Address: Date	Signature

Appendix B: Membership Benefits and Rights

Membership	Annual Contribution	Benefits
University Cooperative	\$15,000	<ul style="list-style-type: none"> • Ability to participate in all CAFS research activities and meetings • Eligibility to receive CAFS funding for research projects • Access to CAFS research outputs and data • Networking opportunities with industry partners and other researchers • Participation in CAFS working groups and committees • Co-branding opportunities for research outputs • Does not include voting rights on project selection or governance matters
Member Organization	\$10,000	<ul style="list-style-type: none"> • All benefits of University Cooperative Membership, plus: <ul style="list-style-type: none"> ◦ Voting rights on project selection and key governance matters ◦ Priority access to CAFS-developed technologies and tools ◦ Customized annual research briefing ◦ Seat on the Industry Advisory Board ◦ Opportunity to propose and sponsor targeted research projects
Affiliate	\$5,000	<ul style="list-style-type: none"> • Ability to participate in CAFS research activities and meetings • Limited access to CAFS research outputs and data • Networking opportunities with CAFS members • Opportunity to collaborate on individual research projects • Participation in CAFS working groups • Does not include voting rights or eligibility for CAFS research funding
Observer	In-Kind	<ul style="list-style-type: none"> • Ability to participate in CAFS research activities and meetings • Opportunity to collaborate on individual research projects • Does not include voting rights or eligibility for CAFS research funding