

CENTRE FOR INDUSTRIAL ULTRASONICS

Membership Terms and Conditions

By applying for membership of the Centre for Industrial Ultrasonics, you agree to be bound by these terms and conditions.

1. Objective

The CIU's objective is to be a global Centre of Excellence in all aspects of ultrasonic technology, working with industry to increase its technical capacity and capability through collaborative and innovative research, dedicated industrial networks and regular briefings and updates.

2. Definitions

In these terms and conditions:

"CIU" means the Centre for Industrial Ultrasonics which is overseen and administrated by our Department of Physics

"IPR" means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, design right, trade secrets, know-how and all similar property rights in inventions, computer programs, designs, semiconductor topographies, and confidential information

"Member" means another member of the CIU

"Members' Guide" means the guide for members of the CIU as updated from time to time and which can be found at: <http://www2.warwick.ac.uk/fac/sci/ciu/membership>

"we", "us", "our" refers to the University of Warwick whose administrative offices are at University House, Kirby Corner Road, Coventry, CV4 8UW, UK

"you", "your", "yours" refers to the legal entity applying for membership to the CIU

3. Your obligations

You covenant with us:

- 3.1 to pay within fourteen (14) days of receipt of our invoice the non-refundable annual membership fee from time to time specified in the Members' Guide;
- 3.2 to act at all times in good faith towards us and the other Members, respecting the collaborative nature of the CIU and its objectives as set out in the Members' Guide;
- 3.3 to use your reasonable endeavours to further the objectives of the CIU through your membership;
- 3.4 not to act in a way which does or could call the work or reputation of the CIU into disrepute; and

3.5 that you have legal authority to become bound by these terms and conditions, and that in so doing you do not breach any applicable law or regulation

4. Our obligations

Subject to your fulfilment of clause 3.1, we covenant with you:

4.1 to use our reasonable endeavours to provide the membership benefits specified in the Members' Guide;

4.2 to act at all times in good faith towards you and the other Members, respecting the collaborative nature of the CIU and its objectives as set out in the Members' Guide;

5. Confidentiality

5.1 You and we agree with each other to keep and procure to be kept secret and confidential all secret or confidential information belonging to each other and any other Member disclosed as a result of the relationship of the parties and shall not use nor disclose the same save as provided for in these terms and conditions, or as required by law. You and we shall only disclose such confidential information to those of our respective employees, consultants or agents who need to know it for the purposes of administering the membership to the CIU, provided that the recipient of such information is bound by obligations of confidentiality no less onerous than those provided herein and each party shall be responsible to the other in respect of any disclosure to such a person or use of such secret or confidential information by that person.

5.2 The obligations of confidentiality in clause 5.1 shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in these terms and conditions, or which the party in receipt of the confidential information can show was in its written records prior to the date of disclosure of the same by the other party, or which it receives from a third party independently entitled to disclose it, or which is independently developed by the other party without recourse to the confidential information.

6. Intellectual Property

6.1 Subject to any terms and conditions which may expressly be agreed between you, us and/or other Members in respect of collaborative projects which are not governed by these terms and conditions, title to all IPR created or developed by a party arising as a direct result of their membership of CIU ("**Foreground IP**") shall remain with the party creating or developing the same.

6.2 Title to all IPR which is not Foreground IP ("**Background IP**") shall remain with the party or parties introducing the same.

6.3 The parties hereby grant to each other a royalty-free, non-exclusive, non-sublicensable licence to use such of their Foreground IP and Background IP as is strictly necessary for their participation in the CIU but for no other purpose and in particular (but without limitation to the generality of the foregoing) not for any commercial purpose.

6.4 Upon cessation of your membership to the CIU, the above licenses shall terminate.

7. Collaborative Projects

You, we and other Members may enter into separate arrangements to carry our collaborative projects as part of the CIU. You acknowledge that such arrangements shall be governed by separately negotiated terms and conditions (to be agreed at the time) and that these terms and conditions shall not govern such collaborative work.

8. Termination

- 8.1 You or we may terminate your membership of the CIU forthwith by notice in writing to the other if: (i) the other party is in default of any material obligation of these terms and conditions or commits a series of persistent breaches thereof and (a) the breach or breaches is/are irremediable, or (b) in the case of such default being reasonably capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so, or (ii) the other party becomes insolvent, or takes or suffers any similar or analogous action.
- 8.2 Subject to any other terms and conditions to which you are a party in relation to collaborative projects within the CIU, you may at any time terminate your membership to the CIU by giving us notice in writing.
- 8.3 In the event that your membership is terminated other than as a result of our breach of these terms and conditions then you shall not be entitled to a refund of your annual membership fee.
- 8.4 In the event that your membership is terminated as a result of our breach of these terms and conditions then you shall be entitled to a refund of your annual membership fee pro rata to the remaining number of days in the then annual period of your membership from the date on which termination took place.
- 8.5 Notwithstanding anything to the contrary in these terms and conditions, we may (acting reasonably) terminate the CIU at our discretion. In such an event, and provided it is not caused by your breach of these terms and conditions, you shall be entitled to a refund of your annual membership fee pro rata to the remaining number of days in the then annual period of your membership from the date on which termination took place.

9. Other

- 9.1 No party who is not a party to these terms and conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 9.2 Nothing in these terms and conditions is intended to create, imply or evidence any partnership or joint venture between you and us or the relationship between us of principal and agent.
- 9.3 If you issue or have already issued a purchase order, memorandum or other agreement covering the activity to be carried out under these terms and conditions it is agreed that such document is for your own internal purposes only and all terms and conditions contained or referred to in such a document insofar as they are additional to or inconsistent with the terms of these terms and conditions shall be of no force or effect. For the avoidance of doubt the

only supplemental documents which shall be valid to vary these terms and conditions are those which are stated to be for such purpose and expressly refer to these terms and conditions.

- 9.4 Save where liability cannot be limited or excluded by law, our liability under or otherwise in connection with the CIU will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits and you accept and agree that our maximum liability to you under or otherwise in connection with the CIU and these terms and conditions shall not exceed the total amount of your annual membership fee in the year in which the event occasioning liability arose.
- 9.5 Neither your or we will be liable for any delay in performing our respective obligations under these terms and conditions if that delay is caused by circumstances beyond our reasonable control (including, without limitation, any delay caused by an act or omission of the other party) and the party affected will be entitled to a reasonable extension of time to enable the performance of its obligations.
- 9.6 You and we shall comply at all times with the Data Protection Act 1998 and all other applicable laws, regulations and guidance relating to processing of personal data and privacy ("**Data Protection Legislation**") and shall not perform our respective obligations under these terms and conditions in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.
- 9.7 If any provision or part of these terms and conditions is held to be invalid, the rest of them will continue to be valid to the maximum extent permissible under law.
- 9.8 Any dispute, difference, claim or proceeding between you and us and/or any other Member with respect to any matter arising out of or relating to these terms and conditions shall be resolved by negotiation by senior representatives of the parties who have the authority to settle the same using good faith efforts. If the matter is not or cannot be resolved through such negotiation the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure as amended from time to time. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 9.9 You covenant with us that throughout your membership of the CIU you will: (i) comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes, including but not limited to the Bribery Act 2010, and (ii) without prejudice to the generality of the foregoing, maintain throughout your membership to the CIU anti-bribery and anti-corruption policies (which shall include Adequate Procedures as defined within the Bribery Act 2010) and ensure compliance therewith, and (iii) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010.
10. Our Policies and Applicable Law
- 9.10 The organisation and operation of the CIU shall be carried out in accordance with our existing policies and procedures, financial and other regulations.
- 9.11 These terms and conditions shall be governed by English Law and you and we hereby submit to the exclusive jurisdiction of the English courts.