

AFFILIATE MEMBERSHIP AGREEMENT

• APPLICATION FOR MEMBERSHIP IN THE STRIPPER WELL CONSORTIUM •

1. Applicant hereby applies for membership in the Stripper Well Consortium (hereinafter referred to as "Consortium") as Affiliate member. Applicant acknowledges that it has received and reviewed the Consortium Bylaws, existing Constitution and Intellectual Property Rights Provisions currently in place. Applicant agrees to comply with the provisions of all said documents, and to maintain the confidentiality of the Stripper Well information, where it has been clearly marked "CONFIDENTIAL" and is not otherwise a part of the public domain. Applicant acknowledges that the Consortium Council may amend any of the above-referenced documents from time to time, as dictated by the best interests of the Consortium. Applicant will be notified of any changes in said documents, Applicant agrees to be bound by any such amendments should Applicant choose to remain a member of the Consortium. However, if Applicant deems such amendments to be unacceptable thereto, then Applicant shall have the right to withdraw as affiliate member of the Consortium pursuant to the provisions of Article II, of the Constitution.

2. By signing this agreement, Applicant warrants and represents that the information on the Affiliate Membership Application Form is a complete, true and correct statement as of the date of signing.

3. Applicant agrees that this application and agreement will become a binding membership contract between Applicant and the Consortium.

4. The term for Affiliate membership in the Consortium shall be for the calendar year for which membership is paid. Affiliate membership will be automatically renewed unless either party notifies the other of its intent to terminate within thirty (30) days prior to the date of expiration of the initial calendar year period. After that date, this agreement shall automatically be renewed for successive calendar year terms, unless either party provides ninety (90) days notice of termination prior to expiration of that subsequent calendar year.

5. To the extent that the National Cooperative Research Act of 1984 or other appropriate laws and regulations would require the Consortium to prepare notices and filings, Applicant hereby authorizes the Consortium to take such actions. Applicant agrees to fully cooperate and provide any such necessary information to accomplish said actions. The Consortium shall provide Applicant with copies of any such notices of filings made by the Consortium.

6. Applicant agrees that as Affiliate Member of the Consortium, a remittance of \$500 per year will be made with the submittal of this Affiliate Membership Application. Succeeding calendar year membership dues are to be paid by January 15 of each succeeding year, unless Applicant membership is prepaid or withdraws as a member of the Consortium pursuant to the provisions of Article II, Section 1A of the Constitution.

7. Affiliate Member understands that one of the goals of this Consortium is to create a group of technologies and related intellectual property necessary to develop a cost-efficient vehicle for developing, transferring, and deploying new technologies into the private sector.

8. Applicant acknowledges that it has read and understands the obligations it is undertaking herein and has caused this application and agreement to be signed in duplicate by its duly authorized representative on the date set forth below.

By an Authorized Official of
PENN STATE UNIVERSITY

By An Authorized Official of

(Sponsor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Name: _____

Affiliation: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

AFFILIATE MEMBERSHIP

- Annual Payment: \$500 (Period 01/01/09 to 12/31/09)

AMOUNT ENCLOSED:\$ _____

Make check payable to:

THE PENNSYLVANIA STATE UNIVERSITY

Remit membership application form and check to:

Mr. Joel L. Morrison
The Pennsylvania State University
Stripper Well Consortium
C-211 CUL
University Park, PA 16802-2323