



Institute of Design & Construction (IDC) Innovation Hub Membership Agreement

This Institute of Design & Construction (IDC) Innovation Hub Membership Agreement ("Agreement") is made as of _____, 2019 ("Effective Date") by and between the Institute of Design & Construction (IDC) Innovation Hub, a division of NYU Tandon School of Engineering ("NYU Tandon") and _____ (hereinafter called "Company").

Made possible through the generous support of the IDC Foundation Inc., a legacy of the Brooklyn-based Institute of Design and Construction, the IDC Innovation Hub seeks to *provide a transformational framework* to enable the construction industry to creatively build faster, in a more cost-effective manner, while maintaining a high level of safety.

Using a membership-based format consisting of government, owners (utilities, hospitals, airlines, manufacturers, and developers), contractors, consultants (A/E firms, architects, planners), law firms, as well as organized labor, among others, the IDC Innovation Hub will drive change, ask probing questions, and pose "what if" scenarios in a collegial atmosphere of sharing information for the betterment of all.

Company desires to provide support to the IDC Innovation Hub through its participation as a **member at the chosen level (please check one - descriptions of each level follow)**.

- Executive Level _____
- Director Level _____
- Principal Level _____
- Industry Level _____

In consideration for such support, Company will be entitled to the benefits of that membership level, including (without limitation) those benefits set forth in this Agreement.



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The parties therefore agree to the following terms and conditions:

A. Membership Fee:

Subject to the terms hereof, Company agrees to contribute \$_____ to the IDC Innovation Hub for membership at the chosen level. In exchange for this membership fee payment, Company will be a _____ Level member for one year, with the term beginning on the Effective Date. The membership fee is due within 30 days of the Effective Date. After the initial year, the IDC Innovation Hub shall send Company a renewal invoice for the appropriate membership fee for each subsequent year at least ninety (90) days in advance of the anniversary of Company's stated membership. The Company may change its membership level at the time of renewal. The Term of this Agreement will begin upon Company's payment of the appropriate membership fee and will continue until the expiration of its membership in the IDC Innovation Hub (the "Term").

B. Payment of Membership Fee.

Company will pay the appropriate annual membership fee in a lump sum. Payment should be by check payable to "NYU Tandon School of Engineering/IDC Innovation Hub" and mailed to NYU IDC Innovation Hub, 1 MetroTech Center, 19th Floor, Brooklyn, New York 11201, Attention Mr. Stephen Sagner, Vice Dean of Development.

C. Membership in the IDC Innovation Hub is divided into various levels, each coming with significant benefits. These include:

EXECUTIVE LEVEL - \$20,000 annually

- Representation on the Advisory Board
- Priority on any advisory services requests with industry-experienced faculty
- Opportunity to participate on the *Innovative Challenge Forum* committee
- Three tickets to gala Innovation Hub event
- Three tickets to all technical seminars
- Prominent display of firm name/logo on website
- Verification of new equipment and materials that their performance is within the specified parameters
- Access to all IDC Innovation Hub reports and newsletters
- Access to a consolidated listing of RFQ/RFP announcements
- Listing of up to four individuals in the IDC Innovation Hub directory



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DIRECTOR LEVEL - \$15,000 annually

- Ability to request advisory services with industry-experienced faculty
- Opportunity to participate on the *Innovative Challenge Forum* committee
- Two tickets to gala Innovation Hub event
- Two tickets to all technical seminars
- Prominent display of firm name/logo on website
- Verification of new equipment and materials that their performance is within the specified parameters
- Access to all IDC Innovation Hub reports and newsletters
- Access to a consolidated listing of RFQ/RFP announcements
- Listing of up to three individuals in the IDC Innovation Hub directory

PRINCIPAL LEVEL - \$10,000 annually

- One ticket to gala Innovation Hub event
- One ticket to all technical seminars
- Firm name/logo on website
- Verification of new equipment and materials that their performance is within the specified parameters
- Access to all IDC Innovation Hub reports and newsletters
- Access to a consolidated listing of RFQ/RFP industry announcements
- Listing of up to two individuals in the IDC Innovation Hub directory

INDUSTRY LEVEL - \$5,000 annually

- One ticket to all technical seminars
- Firm name/logo on website
- Verification of new equipment and materials that their performance is within the specified parameters
- Access to all IDC Innovation Hub reports and newsletters
- Access to a consolidated listing of RFQ/RFP industry announcements
- Listing of one individual in the IDC Innovation Hub directory



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D. Indemnification, No Liability. Right to Publicize, Representations, Miscellaneous

1. Indemnification: Neither party is assuming any liability for the actions or omissions of the other party. Each party will indemnify and hold the other party harmless against all third-party claims, liability, injury, damage, or cost based upon (i) the use or disclosure of the other party's Confidential Information (or any company materials, with respect to indemnification of Company) in violation of this Agreement, or (ii) injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this Agreement to the extent that such claims, liability, damage, cost, or expense results from the gross negligence or willful misconduct of a party, its officers or directors, agents, representatives, or employees.

2. No Liability: In no event will either party be liable under any theory of tort, contract, strict liability, or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, or consequential damages, or the like, regardless of whether such damages were foreseeable or whether such party had been advised of the possibility of such damages arising out of or related to this Agreement. In no event will a party's liability to the other party for any claims, losses, injuries, suits, demands, judgments, liabilities, costs, expenses, or damages for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of action or legal theory, exceed the amounts paid or payable by Company under this Agreement in the 12-month period preceding the event that gave rise to the claim.

3. Right to Publicize: The IDC Innovation Hub will have the right to publicize the Member's participation via all media channels available to it during the period of its membership, and will have the right to use the member's logo, company name, and proper name of its representative on its website, in publicity materials, presentations, and other marketing areas.

4. Representations: Each party hereto represents and warrants to the other party that: (a) it has full authority to enter into this Agreement; (b) neither this Agreement nor the party's performance thereof breaches or will breach the terms of any agreement with a third party; and (c) it shall comply with all applicable laws, codes, regulations, and rules of any government or other authority with relevant jurisdiction.



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5. Miscellaneous: This Agreement is governed by the laws of the State of New York, without regard to its principles of conflicts of laws. Nothing herein should be construed to create a partnership, employment, agency, or joint venture relationship between either party and/or any other IDC Innovation Hub member. This Agreement, and any rights and obligations hereunder, may not be subcontracted or assigned by either party, nor may it be assigned by operation of law, without the other party's prior written permission, which may not be unreasonably withheld by the other party, provided that Company may assign this Agreement as part of any corporate reorganization, merger, acquisition, or other change of control. No waiver of any breach, right, or remedy will constitute a continuing waiver, nor should it be construed as a waiver of any other breach, right, or remedy. This Agreement may not be supplemented or modified in any manner, except by a written agreement mutually executed by authorized representatives of the IDC Innovation Hub and the Company. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent, and remaining provisions will not be affected. Notice given by mail will be deemed given on the third business day after the date of mailing thereof with postage prepaid. Notice given by electronic mail, facsimile transmission, or text message will be deemed given upon receipt thereof by the recipient. Those provisions of this Agreement that, by their nature, should survive expiration or termination of this Agreement will survive such expiration or earlier termination of this Agreement for any reason.

No goods or services were received in exchange for this gift, and all donations are tax-deductible to the extent allowed by law.



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For Member Entity

Date: _____

Name (print or type)

Signature

Institute of Design & Construction Innovation Hub:

By NYU Tandon School of Engineering, as Administering Institution

Date: _____

Stephen Sagner
Vice Dean of Development

Signature

Dr. Michael Horodniceanu, PE
Chair, IDC Innovation Hub

Signature



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