

**NIPTE  
EDUCATIONAL TRAINING  
MEMBERSHIP AGREEMENT**

This Membership Agreement (this “Agreement”) effective as of June \_\_\_\_, 2023, (“Effective Date”) is by and between \_\_\_\_\_ (Member), a corporation organized under the laws of the \_\_\_\_\_ (“”) and the National Institute for Pharmaceutical Technology and Education (NIPTE) (the “NIPTE”) and \_\_\_\_\_ (“Member”).

WHEREAS, it is reasonably anticipated that NIPTE will enter into an arrangement with Member, to provide educational training in the pharmaceutical sciences and technologies (“Training”);

WHEREAS, NIPTE is a group consisting of public and private universities (collectively, “Institutions”);

WHEREAS, NIPTE is establishing a membership consortium of Institutions and private corporate members (“Consortium”) whereby the Institutions shall provide Training to members of the consortium as set forth in this Agreement;

WHEREAS, by entering into this Agreement, Member shall join the Consortium and shall be able to participate in Training with one or more Institutions mutually agreed to by and between Member and the corresponding Institution;

NOW, THEREFORE, for the mutual benefits and considerations each to the other, the parties agree to the following terms and conditions:

**1. Term and Termination.**

- a. A one (1) year term of membership (the “Term”) shall commence on the Effective Date, and the Member shall be recognized as member of the Consortium upon the Effective Date, subject to the terms and conditions herein. Thereafter, unless earlier terminated as provided for herein, this Agreement shall renew for successive one-year terms (each a “Renewal Term;” the Term and Renewal Term(s) may also be referred to as the “Membership Year”) beginning each year on July 1 (the “Anniversary Date”), or, by mutual agreement, on a different date, but terminating on the subsequent June 30<sup>th</sup>.
- b. The Member may terminate this Agreement without cause with written notice to NIPTE at least ninety (90) days prior to the effective date of termination. Either Party may terminate this Agreement for material breach thirty (30) days after such notice is given, provided that if other Party cures said material breach within said thirty (30) day period, the Agreement shall not then be terminated based on said notice.
- c. Effect of termination. All benefits under the Agreement to Member shall terminate as of the effective date of termination. No refunds shall be provided under any circumstances for termination.

- 2. Membership Fee.** The Member agrees to pay a non-refundable annual membership fee (the “Membership Fee”) listed below for the Term and each Renewal Term, if applicable.

The Member shall become a member in the category indicated below. Each Members shall be “Regular Member” unless such Member qualifies as a small business as defined by the United States Small Business Administration in which case the member shall be a “Small Business Member.”

Membership Category	Cost
Regular Member	\$40,000
Small Business Member	\$10,000

3. **Invoicing and Payment Terms.** Upon execution of this Agreement, NIPTE will invoice the Member for its contribution portion of the Membership Fee for the Term. The Member will be invoiced for each Renewal Term on the respective Anniversary Date. All payments will be due within thirty (30) days from the date of the invoice.
4. **Rights and Benefits.** Provided all conditions contained in this Agreement are met, the Member shall have the rights and benefits set forth in Exhibit A.
5. **Miscellaneous.**
  - a. **Waiver.** The Member may waive any right, breach, or default which the Member has the right to waive, provided that the waiver is in writing and specifically refers to this Agreement. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. All the terms, covenants and conditions of this Agreement are for the exclusive benefit of the Member.
  - b. **No Agency.** This Agreement is not a contract or a grant for purposes of federal law and this Agreement does not create a partnership, agency or joint venture among the each member of between Member and NIPTE.
  - c. **Assignment.** Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Member without the prior written consent of NIPTE, which consent may be withheld for any reason.
  - d. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - e. **Entire Agreement; Amendments.** This instrument, including all Exhibits hereto, constitutes the entire Agreement between the parties and supersedes any and all prior agreements regarding the subject matter, whether written or oral. This Agreement will not be amended, altered or changed except by written agreement, signed by both parties.
  - f. **Additional Agreements.** The Member and NIPTE recognize that additional agreements to be negotiated and entered into between themselves, and/or with third

parties, may be required as conditions of the Member's participation in certain activities or events of the Consortium with an Institution, or as conditions to the Member's access to certain information of an Institution, including, without limitation, certain (1) nondisclosure agreements and (2) specific training agreements.

- g. **Governing Law.** This Agreement shall be governed by the laws of the state of Delaware excluding its conflicts of laws provisions;
- h. **Export Control.** The Member agrees to comply with U.S. Export Control Laws and Regulations. The Member agrees that the export of goods and/or technical data from.
- i. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH WITHIN THIS AGREEMENT, NIPTE MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE CONSORTIUM THE SERVICES INCLUDING, WITHOUT LIMITATION, WHETHER AN INSTITUTION WILL ENGAGE WITH MEMBER IN SERVICES, OR THE QUALITY OR SUITABILITY OF THE SERVICES. SAID DISCLAIMER FURTHER DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN PARTICULAR, NIPTE DOES NOT WARRANT THAT A CONTRACT WILL BE ENTERED INTO BY IT AND FDA NOR DOES IT WARRANT WHAT ANY TERMS OF THAT CONTRACT MAY BE.
- j. **WAIVER OF LIABILITY.** Under no circumstances shall NIPTE be liable for the Training performed by any Institution for Member including, without limitation, the contents of any Training by an Institution or whether Institution shall agree to perform any particular Training. Member shall be solely responsible for its use of the Training and shall indemnify NIPTE from any loss or claim from a third party related to Member's use of the Training.
- k. **LIMIT OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES. NIPTE'S AGGREGATE LIABILITY TO MEMBER FOR ANY DAMAGES HEREUNDER SHALL NOT EXCEED THE ANNUAL FEE PAID BY MEMBER.
- l. **Survival.** Upon any termination or expiration of this Agreement, those provisions contained in Sections 1c, 3, and 5 will survive. Expiration or termination of this Agreement for any reason shall not relieve the parties of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration.
- m. **Notices.** Any notices required to be given under this Agreement hereunder may be delivered via electronic mail, except for notices of termination which must be delivered: (a) in person; (b) by registered, express, or certified mail, postage prepaid, return receipt requested, or messenger service; or (c) by a generally recognized overnight courier. Documents are deemed delivered when actually delivered or delivery is refused at the address set forth below.

Notices to NIPTE shall be delivered to NIPTE through the following Point-of-Contact:

Point-of-Contact: Dr. Vadim J. Gurvich  
Address: 717 Delaware St. SE  
STE 487  
Minneapolis, MN 55414  
Telephone: (612) 626-5294  
Email Address: vadimg@nipte.org

With a copy to: Eyal H. Barash  
Barash Law LLC  
300 Main St. #201  
Lafayette, IN 47901  
eyal.barash@ebarashlaw.com

NIPTE may designate a new Point-of-Contact at any time by submitting the new designation to Member in writing.

Notices to Member shall be delivered to the

With a copy to:

The Member and UD caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

**NIPTE**

The National Institute for Pharmaceutical Technology and Education

By: \_\_\_\_\_

Name:

Title:

Date:

**MEMBER**

□

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Benefits

For memberships which are non Small Businesses:

- A seat at the NIPTE Pharmaceutical Training Leadership Team, which will meet at least twice per calendar year, to provide input into:
  - Developing the vision for the Consortium’s workforce development plan
  - Selecting programs for immediate offering
  - Providing input on training and curriculum development
  - Evaluating training programs

For all memberships:

- Training services equivalent to the amount of their annual membership contribution
- 25% bonus towards training services

Benefits Summary:

Annual Membership Contribution	Total amount towards training
\$10,000	\$12,500
\$20,000	\$25,000
\$30,000	\$37,500
\$40,000	\$50,000
\$50,000	\$62,500
(...)	(...)
\$100,000	\$125,000

### Terms and Conditions

- For active memberships, the right to paid-up training will expire 3 years after the corresponding annual date of payment.
- For non-renewed memberships, the right to paid-up training will expire 1 year after the membership’s termination date.
- Dates and venues of training activities will be selected by mutual agreements, subjected to reasonable limitations and scheduling conflicts affecting both NIPTE and Member.