

**REGIONAL SCIENCE CONSORTIUM AT TOM RIDGE CENTER AT
PRESQUE ISLE**

FULL DIRECTOR AGREEMENT

THIS CONSORTIUM FULL DIRECTOR AGREEMENT (hereinafter "**Agreement**") made and entered into this _____ day of _____, 2004, by and between _____ (hereinafter "**Institution**"), located at _____ and **The Regional Science Consortium at Tom Ridge Center at Presque Isle**, (hereinafter "**Consortium**"), a Pennsylvania non-profit corporation with its principal place of business at The Tom Ridge Center, Presque Isle State Park, Erie, Pennsylvania 16505.

WITNESSETH:

WHEREAS, the Consortium was formed for the following purposes:

1. To promote research and education related to Lake Erie and the Upper Ohio River Basin, with special emphasis on the Presque Isle ecosystem;
2. To promote and facilitate collaboration among college and university researchers and educators;
3. To provide centralized facilities and equipment to facilitate education and research;
4. To promote exchange of information through regular conferences, workshops, and other formal and informal education programs;
5. To promote an increased understanding of watershed-related issues among pre-college teachers and students; and

WHEREAS, the Institution is a public or private educational, medical, conservation, and/or research institution which desires to promote research and education goals related to Lake Erie and the upper Ohio River Basin, with special emphasis on the Presque Isle ecosystem; and

WHEREAS, the Institution believes that these goals can best be achieved by pooling resources and coordinating efforts and activities with each of the institutions participating in the Consortium to improve the quality of teaching and research in the aquatic sciences and related areas; and

WHEREAS, in order to achieve these common goals, the Institution intends to join the Consortium and appoint designated representatives (hereinafter "**Directors**") to the Consortium.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. PAYMENT OF ANNUAL DUES. The Institution shall pay all dues assessed by the Consortium for the Institution to participate as a Full Director of the Consortium. Dues for Full Directors shall be assessed by the Consortium on an annual basis and shall be paid by the Institution in a timely manner after receipt of the annual dues invoice. Failure to pay Full Director Dues in a timely manner shall result in a loss of Full Director privileges.

2. APPOINTMENT OF REPRESENTATIVE. The Institution shall appoint an individual to act as its representative at all meetings of the Consortium to which the Institution shall be permitted to attend. The Institution agrees to abide by the bylaws of the Consortium with respect to all matters addressed by the bylaws including the designation of its board representative. A copy of the Consortium bylaws has been attached to this Agreement.

3. DURATION. This Agreement shall be in effect for a period of one year from the date set forth above. Upon the payment of annual dues in each year after the expiration of the initial term, the terms of this Agreement, unless modified by the parties hereto, shall extend for an additional year.

4. PARTICIPATION. The Institution, through its appointed representative, agrees to actively participate in the Consortium with the other director institutions.

5. FULL DIRECTOR BENEFITS. Full Directors of the Consortium shall be entitled to the following benefits:

- A. Authority to appoint a representative of the Institution who shall act as the Institution's director at Full Director meetings;
- B. A voice in the research and education direction of the Consortium;
- C. The opportunity to serve on Consortium committees: facilities and equipment, grants, education and curriculum, etc.;
- D. Use of research and education space in the Tom Ridge Center at Presque Isle (the "**Center**") and wet/processing lab space in the Presque Isle Marina (the "**Marina**");
- E. Preferred availability to space, including space at the Center, and access to bay and wet/processing lab at the Marina;
- F. Teaching labs for field trips;
- G. Arrangement of educational tours and research trips;
- H. Access to Consortium databases;
- I. The opportunity to develop displays to make research results available to the public;

- J. Access to Center equipment and supplies (24-hour, 7-day access); e.g., incubators, computers, autoclave, spectrophotometer, centrifuge, fish rearing tanks, aquaria, fume hoods, etc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

FOR INSTITUTION:

FOR CONSORTIUM:

Signature of Authorized Official

Consortium President

Date

Date

Signature of Director

Date