

I/UCRC Industrial Membership Agreement

Industry/University Cooperative Research Center
For
Net-Centric Software and Systems
(Arizona State University SenSIP Site)

This Agreement is made this ___ day of _____ (“Effective Date”) by and between **Arizona Board of Regents for and on behalf of Arizona State University** (hereinafter called “UNIVERSITY”) and _____ Corporation having a place of business at _____ (hereinafter called “COMPANY”).

WHEREAS, pursuant to the By-laws (the “By-laws”), a copy of which are attached hereto as Exhibit 1 and form a part of this Agreement, COMPANY intends to join together with Arizona State University, Southern Methodist University, The University of Texas at Dallas, and University of North Texas (hereinafter collectively referred to as “ACADEMIC MEMBERS”) in a cooperative effort to support an **Industry/University Cooperative Research Center for Net-Centric Software and Systems** (hereinafter called “CENTER”) at the UNIVERSITY to maintain a mechanism whereby the university environment can be used to perform research to collectively promote and undertake research, education, technology development, technology transfer, and technological workforce development to enable the nation to transition into the new, net-centric operations paradigm.

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the ACADEMIC MEMBERS. For the first five years the CENTER will be supported jointly by industrial firms, federal laboratories, the National Science Foundation (NSF), the state and the ACADEMIC MEMBERS.
- B. Any company, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a member of the CENTER, consistent with applicable state and federal laws and statutes. Federal Research and Development organizations and Government-owned Contractor Operated laboratories may become members of the CENTER on terms and conditions other than those in this Agreement upon approval by ACADEMIC MEMBERS and two-thirds of the Industrial Advisory Board.
- C. COMPANY agrees to contribute Thirty Five Thousand Dollars (**\$35,000**) annually in support of the CENTER and thereby becomes an Industrial Member. Payment of these membership fees shall be made to Arizona State University as a lump sum. UNIVERSITY shall invoice COMPANY for payment of the first year dues within thirty (30) days after this Agreement is fully executed. For subsequent years, UNIVERSITY shall invoice COMPANY prior to

the annual anniversary of the Effective Date. Payment is due and payable, in full, thirty (30) days after COMPANY'S receipt of the invoice(s). Checks from COMPANY should be mailed to:

Office for Research & Sponsored Projects Administration
Arizona State University
PO Box 876011
Tempe, AZ 85287-6011

and made payable to Arizona State University. If UNIVERSITY does not receive payment within thirty (30) days from COMPANY'S receipt of invoice, UNIVERSITY may terminate the COMPANY membership by providing written notice of termination. If UNIVERSITY does not receive payment in full within thirty (30) days of sending the notice of termination, COMPANY'S membership and this Agreement will automatically terminate and COMPANY will have no rights under this Agreement.

Because research of the type to be done by CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the intention of remaining a fee paying member for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY ninety (90) days written notice prior to the termination date.

The results of CENTER research will be made equally available to all Industry Members. Ownership of patents and copyrights that result from CENTER research will remain with ACADEMIC MEMBERS, as per the terms of this Agreement.

- D. There will be an Industrial Advisory Board composed of one representative from each industrial member. This board makes recommendations on:
 - a. the research projects to be carried out by CENTER, and
 - b. the apportionment of resources to these research projects.
- E. ACADEMIC MEMBERS reserve the right to publish in scientific or engineering journals the results of any research performed by CENTER. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research program of CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within sixty (60) days from the date the proposed publication is submitted by certified mail to COMPANY.
- F. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to

ACADEMIC MEMBERS. ACADEMIC MEMBERS, pursuant to Chapter 18 of Title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. Companies that were Industry Members at the time of disclosure and wish to exercise rights to a non-exclusive, royalty-free license or to an exclusive, royalty-bearing license for commercial use (subject to the Bayh-Dole Act), agree to pay for the costs of patent application. ACADEMIC MEMBERS agree that all such CENTER members are entitled to a non-exclusive, royalty-free license. COMPANY will have the right to sublicense to its subsidiaries and affiliates. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive, royalty-bearing license through one of its agents. COMPANY has the right to sublicense to its subsidiaries and affiliates.

- G. Copyright registration shall be obtained for software developed by CENTER. COMPANY shall be entitled to a non-exclusive, royalty-free license to all software developed by CENTER.
- H. NEITHER UNIVERSITY NOR MEMBER WILL ASSUME LIABILITY FOR THE ACTIONS OR OMISSIONS OF THE OTHER PARTY.
- I. NEITHER MEMBER NOR UNIVERSITY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, ORIGINALITY, OR ACCURACY OF ANY MEMBER CONFIDENTIAL INFORMATION AND INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUCH MEMBER CONFIDENTIAL INFORMATION AND ANY INVENTION OR PRODUCT DERIVED FROM THE RESEARCH CONDUCTED BY OR AT THE CENTER.

IN WITNESS WHEREOF, this Agreement is effective as of the date first set forth above.

ARIZONA BOARD OF REGENTS
A body corporate of the State of Arizona
Acting for **ARIZONA STATE UNIVERSITY**

COMPANY

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT 1

To

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By-Laws