

**Arizona State University**  
**Sensor, Signal and Information Processing Center (SenSIP)**  
**A graduated NSF I/UCRC organization**  
**Membership Agreement**

This Membership Agreement (this "Agreement") is made \_\_\_\_\_ this day of \_\_\_\_\_, 20\_\_ ("EFFECTIVE DATE") by and between the Arizona Board of Regents for and on behalf of Arizona State University ("UNIVERSITY"), and \_\_\_\_\_, a \_\_\_\_\_ [i.e., corporation, academic institution, state and local government agency, organization] having a place of business at \_\_\_\_\_, ("MEMBER").

WHEREAS, SenSIP is a graduated Industry-University Cooperative Research Center (I/UCRC) site. The SenSIP center will endeavor to operate with the same industry-university structure, policies, industry advisory board governance, bylaws and conditions as stated in the National Science Foundation (NSF) I/UCRC agreement template funded Center; and

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, MEMBER intends to join together with UNIVERSITY in a cooperative effort to support SenSIP ("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.

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain CENTER faculty, staff and students at the UNIVERSITY. The CENTER may be supported jointly by MEMBERS who are industrial firms, universities, laboratories, and governmental entities.
- B. Any company, university, laboratories, and governmental entities may become a member of the CENTER, consistent with applicable state and federal laws and statutes. A government-owned contractor operated laboratory may become member of the CENTER on terms and conditions other than those in this Agreement upon approval by MEMBERS and two-thirds of the Industrial Advisory Board.
- C. MEMBER agrees to contribute Thirty nine Thousand Dollars (\$39,000) annually in support of the CENTER and thereby becomes a "Member" (as provided in the Bylaws). Payment of these membership fees shall be made to Arizona State University as a lump sum annually on the Effective Date ("Anniversary Date") of each year of sponsorship. Checks from MEMBER 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.

Because research of the type to be done by CENTER takes time and research results may not be obvious immediately, MEMBER should join CENTER with the intention of remaining a fee paying

member for at least two years. However, MEMBER 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 MEMBERS (as defined in the Bylaws). Ownership of patents and copyrights that result from CENTER research will remain with UNIVERSITY, as per the terms of this Agreement.

D. There will be an Industrial Advisory Board (IAB) 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. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. MEMBER, 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 MEMBER, for proprietary reasons, provided that MEMBER 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 MEMBER.

F. Section F.1. applies to Core projects funded by pooled membership fees and voted on by the Industrial Advisory Board (IAB). Section F. 2. applies to projects not supported by the pooled membership fees and/or are supported by additional funds from a MEMBER outside of the CENTER membership (i.e., "Non-Core Projects").

1. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY. When applicable, UNIVERSITY, 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. MEMBERS at the time of disclosure who 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. UNIVERSITY agrees that all such CENTER MEMBERS are entitled to a non-exclusive, royalty-free license. MEMBER will have the right to sublicense its subsidiaries and affiliates. If only one MEMBER seeks a license, that MEMBER may obtain an exclusive, royalty-bearing license through one of its agents. MEMBER has the right to sublicense its subsidiaries and affiliates.
2. All Non-Core Projects shall be subject to a separate Sponsored Research Agreement between the UNIVERSITY and MEMBER. Terms related to ownership of inventions, management of licensing of patents of inventions will be negotiated in the Sponsored Research Agreement.

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  
for and on behalf of  
ARIZONA STATE UNIVERSITY

MEMBER

By:  
Printed Name:  
Title:  
Date:

By:  
Printed Name:  
Title:  
Date: