

Data and Search Institute Industry/University Cooperative Research Center
Membership Agreement

This Agreement is made this _____ day of 20____ by and between
_____ (hereinafter called "UNIVERSITY") and
_____ (hereinafter called "COMPANY"). WHEREAS, the
parties to this Agreement intend to join together in a cooperative effort to support an
Industry/University Cooperative Research Center for
_____ (hereinafter called "CENTER") at the
UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to
perform research to _____

_____.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. 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 UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional five years.

B. Upon UNIVERSITY approval, any COMPANY, Federal Development organization, or any Government-owned Contractor Operated laboratory may become a sponsor 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 sponsors of the CENTER on terms and conditions other than those in this agreement upon approval by UNIVERSITY and two-thirds of the Industrial Advisory Board. Notwithstanding, nothing in this agreement is intended to restrict the research activities of the UNIVERSITY that may occur outside of the auspices of the CENTER.

C. COMPANY agrees to contribute \$ _____ annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to UNIVERSITY as a lump sum effective _____; or in four equal quarterly installments on _____, _____, _____ and _____ of each year of sponsorship. Checks from COMPANY should be mailed to _____ and made payable to _____.

_____. Because research of the type to be done by the 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 90 day's written notice prior to the termination date.

D. The organization and operation of CENTER will be specified by CENTER bylaws that will be adopted at the first Industrial Advisory Board meeting. The bylaws, when adopted by the Industrial Advisory Board and separately approved in writing by an authorized official of the UNIVERSITY, will become part of this Agreement.

E. There will be an Industrial Advisory Board composed of one representative from each member. This board makes recommendations on (a) the research projects to be carried out by CENTER (b) the apportionment of resources to these research projects, and (c) changes in the Bylaws. The operation of this board is specified in the bylaws.

F. UNIVERSITY reserves the right to present or 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 forty five (45) days prior to publication of the paper or presentation, and shall have the right to request a delay in publication or presentation for a period not to exceed one hundred five (105) days from the date of submission to COMPANY, for the sole purpose of protecting patentable information, provided that COMPANY makes a written request and justification for such delay within forty five (45) days from the date the proposed publication or presentation is submitted by certified mail to COMPANY.

G. 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. 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. UNIVERSITY hereby grants to COMPANY, as well as to all other CENTER sponsors the first option for a world-wide, non-exclusive, royalty-free license to make, have made, use, sell with right to sublicense to COMPANY's subsidiaries and affiliates such patents. The option will extend for a time period of 6 months from the date of the first disclosure to COMPANY and, upon exercising this option, COMPANY agrees to pay UNIVERSITY for the costs of patent application and prosecution as prorated with other CENTER sponsors who may also exercise said option. If COMPANY is the only CENTER sponsor which exercises said option, that COMPANY may negotiate with UNIVERSITY to obtain an exclusive fee-bearing license through one of its agents.

H. Copyright registration shall be obtained for software developed by CENTER. UNIVERSITY shall retain ownership of software and other copyrightable material developed by the CENTER under this Agreement. COMPANY and other CENTER sponsors shall be entitled to a worldwide, nonexclusive, royalty-free license without right to sublicense, all software developed by CENTER. UNIVERSITY further agrees to negotiate in good faith with the COMPANY or other CENTER sponsors terms granting the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed ___% of a fair sale price of the enhanced software product sold or licensed by COMPANY.

I. Income from royalties and fees received by UNIVERSITY from licensing patentable or copyrightable material first conceived and developed by the CENTER under this Agreement will be distributed in accordance with the UNIVERSITY's policy on intellectual property.

J. Neither party is assuming any liability for the actions or omissions of the other party. To the extent permitted by the law of the state in which University is located, each party will indemnify

and hold the other party harmless against all claims, liability, injury, damage or cost based upon 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 negligence of a party's agents or employees; however, UNIVERSITY's liability to indemnify and hold harmless shall be limited in substance and amount to what its liability would have been had it been sued directly by the claimant under the law of the state in which it is located and asserted all available defenses under that law as well as applicable federal law.