

Center for Advanced Research in Forensic Science
Industry/University Cooperative Research Center Membership Agreement

a Research Site at _____

This Agreement (the "Agreement") is made this ___ day of _____, 20__ by and between _____ (hereinafter called "UNIVERSITY") and _____ with principal place of business at _____ (hereinafter called "COMPANY") for the Center comprising and acting through the Center for Advanced Research in Forensic Science, which is defined as all Center for Advanced Research in Forensic Science Research Sites funded by the National Science Foundation (NSF). UNIVERSITY and COMPANY shall hereinafter be referred to individually as a "party" and jointly as the "parties."

WHEREAS the parties to this Agreement intend to join together in a cooperative effort to support the Center for Advanced Research in Forensic Science (CARFS), an Industry/University Cooperative Research Center (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research on Forensic Science.

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/companies who enter into this Membership Agreement with UNIVERSITY, Federal laboratories/Federal research and development organizations as set forth in Section B of this Agreement, the National Science Foundation (NSF), and the UNIVERSITY in accordance with availability of funding to UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional 10 years.

B. Upon UNIVERSITY approval, as appropriate, an industrial firm/company, Federal laboratory, Federal research and development organization or agency, or a Government-owned Contractor Operated laboratory may become a member of the CENTER, consistent with applicable state and federal laws and statutes. 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 at least \$25,000 annually in membership fees in support of the CENTER and thereby becomes a member of the CENTER. A company that is considered a "Small Business" according to the federal government definition of a small business may join as a non-voting "affiliate member" with a minimum contribution of \$5,000/year. 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 days' written notice prior to the termination date.

D. There will be an Industrial Advisory Board (the "Board") composed of one representative from each member. The Board shall make 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 of the CENTER.

E. UNIVERSITY reserves the right to present or publish in scientific or engineering journals or conferences 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 require a delay in publication or presentation for a period not to exceed sixty (60) days from the date of submission to COMPANY 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 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 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 for the U.S. Government as set forth in this Act.

G. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.

H. If only one COMPANY seeks a license, that COMPANY may negotiate to obtain an exclusive fee-bearing license through one of its agents. COMPANY has the right to sublicense its subsidiaries and affiliates.

I. Copyright registration may be obtained by UNIVERSITY 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 members shall be entitled to a worldwide, nonexclusive, royalty-free license, to all software developed by CENTER. UNIVERSITY further agrees to negotiate in good faith with the COMPANY or other CENTER members, terms granting the right to enhance and to re-market enhanced software with royalties due to UNIVERSITY.

J. 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 policies on intellectual property.

K. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement signed by their respective officers duly authorized as of the date and year written.

UNIVERSITY:

COMPANY:

BY: _____

BY: _____

NAME:

NAME:

TITLE:

TITLE:

DATE: _____

DATE: _____

Internally Approved By:

Site Director: _____

Center for Advanced Research in Forensic Science

a Research Site at: _____

Date: _____