

CENTER FOR ENGINEERING HARVESTING MATERIALS AND SYSTEMS (CEHMS)
Industry/University Cooperative Research Center

Membership Agreement

This Membership Agreement ("Agreement") is made this day of _____ by and between _____ (hereinafter called "UNIVERSITY") and _____ (hereinafter called "Company") for the purposes of participating in the Center for Engineering Harvesting Materials and Systems ("CEHMS") which is defined as all CEHMS Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for CEHMS (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research in the area of energy harvesting from various environmental sources, energy harvesting materials, power sources for wireless sensor networks, energy harvesting circuits, energy generation and storage, and self-powered devices, 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 participating organizations such as 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 ten years.

B. Any COMPANY, Federal Research and 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.

C. COMPANY agrees to contribute the following annually in support of the CENTER and thereby becomes a member with the benefits as identified herein, for that membership group.

_____ Full Member \$40,000 annual member fee

_____ Affiliate Member \$20,000 annual member fee An Affiliate Member is a partial member with none of the rights granted to Full Members under Sections G and H.

Payment of these membership fees shall be made to UNIVERSITY through which the COMPANY exercises its membership in the CENTER as a lump sum due January 1st of each year of membership, unless arrangements for installment payments are made between COMPANY and UNIVERSITY. Checks from COMPANY should be made payable to the Virginia Tech Foundation, Inc. and mailed to:

Managing Director
CEHMS Center at Virginia Tech

310 Durham Hall
Blacksburg, VA 24016-0261

In lieu of the cash membership fee, with the agreement of the Managing Director and the Industrial Advisory Board (IAB), COMPANY may elect to sponsor a research project at UNIVERSITY, the results of which will be shared with all CEHMS members.

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 ninety (90) days written notice prior to the termination date.

D. There will be an Industrial Advisory Board (IAB) composed of one representative from each Full Member. This board makes recommendations on (a) the research projects to be conducted by CENTER (b) the apportionment of resources to these research projects, and (c) changes in bylaws, which may be adopted by the IAB, but which will not change the contractual terms of this Agreement

E. UNIVERSITY reserves 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 or presentation, and shall have the right to request a delay in publication for a period not to exceed ninety (90) day(s) from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail to COMPANY. Requests for delays must be submitted to the Managing Director of the CENTER.

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 whose personnel generated the invention. Such 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.

G. UNIVERSITY agrees that all such CENTER Full Members are entitled to obtain a nonexclusive royalty-free license to inventions generated during their membership period, which will be written up in a separate license agreement by the UNIVERSITY who owns the intellectual property. A Full Member will have the right to sublicense its subsidiaries and affiliates. Full Members that wish to exercise rights to a royalty-free license agree to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees and normal University overhead costs related to patent expenses. If only one Full Member seeks a license, that COMPANY may negotiate an exclusive fee-bearing license from UNIVERSITY, with the right to sublicense its subsidiaries and affiliates.

H. As determined by the IAB, copyright registration may be obtained for software developed by CENTER. Full Members shall be entitled to obtain a nonexclusive, royalty-free license to all software developed by CENTER. Full Members will have 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.

I. Affiliate Members are entitled to obtain a royalty-free, paid up, nonexclusive license to Inventions and copyrighted software that are generated by CEHMS research during their membership period for non-commercial, educational and research purposes.

J. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed according to UNIVERSITY'S policy.

K. Neither party is assuming any liability for the actions or omissions of the other party. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date and year first above written.

COMPANY

UNIVERSITY

Name:

Name:

Title:

Title: CEHMS Director

Date:

Date:

Name: Robert W. Walters

Title: Vice President for Research

Date: