

Industry/University Cooperative Research Center for Advanced Vehicle Electronics  
Membership Agreement

This Agreement is made on \_\_\_\_\_ by and between **Auburn University** (hereinafter called "UNIVERSITY") and \_\_\_\_\_ (hereinafter called "COMPANY").

RECITALS

The UNIVERSITY and the COMPANY desire to join together in a cooperative effort to support an Industry/University Cooperative Research Center to be known as the Center for Advanced Vehicle Electronics (hereinafter called "CENTER") on the UNIVERSITY's campus.

The goal of the Center is to foster collaboration between academic researchers and their industrial counterparts. Specifically, the CENTER aims to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to support design, materials, components, and manufacturing processes necessary to meet the reliability and cost requirements of electronics used in vehicles and other harsh environments.

THE AGREEMENT

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. The CENTER will be supported jointly by industrial firms, federal agencies and laboratories, the National Science Foundation (NSF), the state, and the UNIVERSITY.
- B. Any COMPANY, federal research and development organization, or any government-owned contractor operated laboratory may, by signing this Agreement, become a full 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 UNIVERSITY and two-thirds of the Industrial Advisory Board (as described under Section D).
- C. In exchange for membership in the CENTER under this Agreement, COMPANY must pay \$75,000 annually to UNIVERSITY, payable to "Auburn University." COMPANY will maintain its membership for at least one year. After that point, it may terminate this Agreement by giving UNIVERSITY ninety days written notice before the termination date, with no further duty of payment. COMPANY must forward any payment under this Agreement to Director, Contracts & Grants Accounting, 301 Samford Hall, Auburn University, AL 35849-6772, according to one of the following annual schedules:
  - Lump sum payment due on membership date and annually thereafter; or
  - In four equal quarterly installments due on membership date and quarterly thereafter.

UNIVERSITY agrees to waive indirect cost charges related to the membership fees of industrial and federal agency members of the CENTER, for the duration of the CENTER's first grant from the National Science Foundation. Thereafter, membership fees will be subject to the prevailing indirect cost rate charged by the UNIVERSITY for other industrial affiliate programs involving similar intellectual property rights.

The results of CENTER research will be made equally available to all member COMPANIES. 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 member. This board will make recommendations on the research projects to be carried out by CENTER and the apportionment of resources to such research projects.

- 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, and shall have the right to request a delay in publication for a period not to exceed six (6) months from the date of submission to COMPANY, if necessary to evaluate the patent implications of same without jeopardizing the patentability of any inventions contained therein, and to provide for the protection of intellectual property, 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. COMPANY shall have the right to use all data and unpublished analyses based on research by the CENTER. However, prior to publication by the UNIVERSITY, COMPANY shall protect such data and unpublished analyses with the same degree of care that it protects its own proprietary data and analyses, to ensure that such information is not used for the benefit of companies that are not members of the CENTER.

Should it be necessary for CENTER or UNIVERSITY personnel to receive COMPANY confidential information, COMPANY agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduced to writing clearly marked as confidential, within 30 days of the oral disclosure. CENTER and UNIVERSITY and its personnel agree to safeguard COMPANY confidential material to the same extent it safeguards its own. UNIVERSITY understands that products, technology, software, or software code received from COMPANY may be subject to U.S. export control laws and regulations. UNIVERSITY shall not sell, export, re-export, transfer, divert or otherwise dispose of any such identified product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by applicable U.S. laws.

- G. Any inventions conceived or first actually reduced to practice in the course of research conducted by personnel of the CENTER shall be owned by UNIVERSITY. Inventions which result from funding support from the United States Government shall be administered in accordance with Federal patent law, PL 96-517 as amended by PL 98-620. The Government may have certain statutory rights with respect to any such invention, which will always include a nonexclusive license to practice the invention for governmental purposes. However, pursuant to Federal patent law, the UNIVERSITY will have the opportunity to elect title in such inventions and will be free to license COMPANY, as provided for in this Agreement.

The UNIVERSITY shall disclose each potentially patentable invention resulting from the CENTER's research to COMPANY, provided that COMPANY shall protect same against disclosure to third parties with the same degree of care that it protects its own information of similar kind, until UNIVERSITY notifies COMPANY of filing as agreed to below, or two (2) years from the date of disclosure, whichever occurs earlier. UNIVERSITY agrees to pursue patents diligently and to notify COMPANY in writing within one (1) month of filing or if a decision is made not to pursue a patent. Such protection however shall not extend to oral information, or to information that is or becomes public knowledge, or was already known to COMPANY other than through its association with the CENTER.

All members will be sent new CENTER invention disclosures for their evaluation at the same time. COMPANY shall have the option, offered exclusively to members, to elect within one hundred eighty (180) days of the date of disclosure, a nonexclusive, nontransferable, paid-up, royalty-free license to COMPANY and its subsidiaries on each invention for each of the designated countries in which patent protection is sought. In exercising such option, COMPANY shall be diligent, consistent with sound scientific and commercial principles, in developing and exploiting commercially the licensed invention. Where an invention is not being exploited by any member in a particular field of use, any COMPANY may obtain, with the unanimous consent of all members electing to license that invention, which consent shall not be unreasonably withheld, on commercially reasonable terms to be negotiated in good faith, the right to sublicense the invention to others for that field of use. If at the end of the six-month period none of the members has elected to license a particular invention, UNIVERSITY may then license the invention to others on reasonable commercial terms.

Any license granted to COMPANY is granted subject to and for so long as (1) COMPANY agrees to indemnify UNIVERSITY from any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages, and liabilities asserted by third parties arising from COMPANY's use of licensed invention,

and (2) COMPANY pays to UNIVERSITY a pro rata share of the costs of patent filing, prosecution, and maintenance in the U.S. and foreign countries as are designated by COMPANY. All costs of statutory protection will be shared equally by all members electing license rights in the country for which patent protection is sought.

If only one COMPANY seeks a license within the option period, that COMPANY may elect to obtain an exclusive royalty-bearing license, including the right to sublicense, on commercially reasonable terms, to be negotiated in good faith. COMPANY will reimburse the UNIVERSITY for the costs of patent filing, prosecution, and maintenance in those countries in which COMPANY desires statutory protection.

- H. Copyright registration shall be obtained for software developed by CENTER. COMPANY shall be entitled to a nonexclusive, paid-up, royalty-free license to all software developed by CENTER. COMPANY 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, but not to exceed 10% of a fair sale price of the enhanced software product sold or licensed by COMPANY.
- I. A portion of any royalties or other income received from the licensing and distribution of UNIVERSITY-owned intellectual property will be allocated by the UNIVERSITY to the CENTER operating account in accordance with established UNIVERSITY policy.
- J. Except for the confidentiality obligations described in Section F, neither party is assuming any liability for the actions or omissions of the other party. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts of that party and the officers, employees, and agents thereof.
- K. THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, ORIGINALITY, OR ACCURACY OF THE RESEARCH OR ANY 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 THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY COMPANY, ANY LICENSEE, OR ANY OTHERS RESULTING FROM THE USE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.
- L. This Agreement may only be amended by written mutual agreement of the UNIVERSITY and the COMPANY. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the licenses granted and agreed to be granted hereunder shall be assignable to a successor of that portion of the COMPANY's business to which the license relates.

UNIVERSITY

COMPANY

By: \_\_\_\_\_  
John M. Mason, Associate Provost  
and Vice President for Research

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CENTER FOR ADVANCED VEHICLE AND EXTREME ENVIRONMENT ELECTRONICS  
("CENTER")

By: \_\_\_\_\_  
Pradeep Lall, Director

Date: \_\_\_\_\_