

Membership Agreement
Industry/University Cooperative Research Center
for
Membrane Applied Science and Technology

This Agreement is made this _____ day of _____, 2010 by and between The Regents of the University of Colorado, a body corporate (hereinafter called "University"), acting on behalf of the Membrane Applied Science and Technology Center and _____ (hereinafter called "Member").

WHEREAS, the parties to this Agreement desire to join together in a cooperative effort to support an Industry/University Cooperative Research Center for the Membrane Applied Science and Technology Center at University to maintain a mechanism whereby the University environment can be used to perform research to create new knowledge and applications related to the industrial applications of membranes.

Now, therefore, the parties hereby agree to the following terms and conditions:

Definitions

"Center" means the Membrane Applied Science and Technology Center at the University of Colorado at Boulder and at other such universities as may join with the University of Colorado to undertake research and graduate training in the field of membrane science and technology.

"Member" means any company that has entered into an agreement with Center substantially similar to this Agreement and remains current with respect to Center membership fees.

"Subsidiary" of Member means any commercial entity which Member controls by owning more than 50% of the equity.

- A. Any company, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a Member, consistent with applicable state and federal laws and statutes.
- B. Member agrees to contribute \$50,000 annually in support of the Center and thereby becomes a Member. Payment of said membership fees shall be made to University as a lump sum effective _____ of each year of membership.

Checks from Member should be made payable to "University of Colorado MAST Center" mailed to:

The Center for Membrane Applied Science and Technology
University of Colorado
Department of Mechanical Engineering
UCB 427
Boulder CO 80309-0427.

A maximum of 6% per year will be assessed by the University for overhead or related indirect charges.

- C. This agreement is for a period of three years. It is renewable upon receipt of sponsor fee payment every year. Member may elect to terminate this Agreement by a written notice of at least six months prior to the date for annual renewal.
- D. Center will have 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. Each Member shall have one vote on matters requiring votes regardless of the number of attendees from the member organization. The operation of this board is specified in the Center bylaws.
- E. Center will not accept any confidential information from Member under this Agreement. Due to the open academic environment which prevails, Center cannot be responsible for such confidential information. This Article does not limit the right of Company or individual employees of University to enter into confidential disclosure agreements separate from this Agreement.
- F. University reserves the right to publish scholarly works and deliver public presentations describing the results of any research performed by Center. Member shall have the opportunity to review any such works and presentations at least forty-five (45) days prior to planned publication submission and, during said period, to request deletion of potentially patentable subject matter until a provisional or non-provisional patent application has been filed thereon. By submitting a written request to University within said 45 day period, Member may secure a delay of up six (6) months total in order to coordinate patent prosecution with University and other Members.
- G. i) All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by Center shall belong to University. University, pursuant to chapter 18 of Title 35 of the United States Code, commonly called the Bayh-Dole Act, may elect ownership of all patents on inventions made by Center, subject to "march-in" rights as set forth in said Act.

ii) University shall disclose to Member any inventions, discoveries, or improvements ("Technology") developed by Center during the term of this Agreement. Within six (6)

months after disclosure of any such Technology, one or more Members may elect a royalty-free non-exclusive license to make, use and sell the Technology by agreeing in writing to be responsible for the costs of preparing, filing and maintaining a provisional or non-provisional patent application in the U.S. and in any other jurisdictions in which electing Members desire a license. For any jurisdiction in which a patent application is filed, patent costs will be apportioned equally among all Members electing protection in that jurisdiction. If only one Member elects a non-exclusive license within the allotted 6 month period, then that one Member may upgrade to a royalty-bearing exclusive license through negotiations with University. After the allotted 6 month period, one or more electing Members may secure among themselves any remaining rights by negotiating with University for a royalty-bearing license.

iii) Provided that rights have not been previously exhausted, Members that did not previously elect a non-exclusive license may do so at any time up to six (6) months after issue of a patent on a Center invention by paying to the previously electing Members as a group a late fee in an amount equal to 150% of the share of the patent costs borne by those previously electing Members and by agreeing to share on an equal basis any future patent costs. Members may request a license to Center inventions after said six (6) month period, but will then be on an equal footing with non-Members.

iv) University will notify Members holding non-exclusive licenses of any petitions for license by a non-Member. Such Members will have three (3) months after such notification to negotiate with University to upgrade to a royalty-bearing exclusive or co-exclusive license, thereby closing licenses to other parties.

v) Members that license Center inventions from University may sublicense to their respective Subsidiaries. Members may sublicense to parties other than Subsidiaries, but such third parties may not sell the patented invention, or goods or services made with the patented invention, to any party other than the Member through which the invention was sublicensed. A Subsidiary divested from a Member that is non-exclusively licensing Center inventions may obtain from University a non-exclusive license of those Center inventions on terms more favorable than those offered to non-Members.

H. Any patent royalties and fees received by University under this Agreement, over and above patent expenses incurred, will be distributed according to University policy.

I. Neither party assumes any liability for the actions or omissions of the other party.

J. Research entities at other universities that have a mission similar or complementary to that of Center may join Center and thereby assume the same rights and duties as those of Center.

By the authorized signatures below, the parties agree to the terms of this Agreement.

University

Name: _____

Title: _____

Signature: _____

Date: _____

Member

Name: _____

Title: _____

Signature: _____

Date: _____