

**Membership Agreement
Industry/University Cooperative Research Center
for
Membrane Science, Engineering and Technology (MAST)**

This Agreement is made effective as of the date of the last signatory hereto (hereinafter "Effective Date"), by and between the Board of Trustees, University of Arkansas, acting and on behalf of the University of Arkansas, campus (hereinafter called "University" or "UNIVERSITY"), acting through its Membrane Science, Engineering and Technology (MAST) 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 Membrane Science, Engineering and Technology 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" or "CENTER" means the Membrane Science, Engineering and Technology Center at the University of Arkansas 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 (hereinafter "company" or "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. 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 ten years.
- B. 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.
- C. Member agrees to pay an annual membership fee, currently sixty thousand dollars (\$60,000), per year, in support of the Center and thereby becomes a Member. Checks from Member should be made payable to "University of Arkansas" with a notation "Center for Membrane Science, Engineering and Technology" and mailed to: Office of Research Accounting, ATTN: Steve Turner, Director, 305 Administration Building, University of Arkansas, Fayetteville, AR 72701-1201.

(i) Payment of said membership fees for each year of membership shall be made to University either as a lump sum or through four (4) quarterly installments. The appropriate initial fee under either such option shall be invoiced by University immediately after the Effective Date. Remaining subsequent fees shall be invoiced by University as follows:

- (a) Members choosing the lump-sum payment option shall be invoiced for subsequent fees (currently sixty thousand dollars (\$60,000)) thirty (30) days prior to the start of each year of membership (every twelve (12) months after the Effective Date); and
- (b) Members choosing the quarterly installment payment option shall be invoiced for subsequent fees (currently fifteen thousand dollars (\$15,000)) thirty (30) days prior to the start of each quarter (every three (3) months after the Effective Date) during any year of membership.

University's failure and/or delay in providing invoices shall not affect Member's obligation to make the required payments in any way. All fees shall be paid by Member within thirty (30) days of University's invoice.

(ii) A maximum of six (6%) per year will be assessed by the University for overhead or related indirect charges. This 6% is included in the \$60,000 annual membership fee.

(iii) 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 180 days written notice prior to the termination date.

- 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. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. COMPANY, 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 45 (forty-five) days from the date of submission to COMPANY, provided that COMPANY makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted by certified mail to COMPANY.
- F. 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.
- G. UNIVERSITY agrees that all CENTER Members are entitled to elect a nonexclusive royalty-free license. COMPANY will have the right to sublicense to its Subsidiaries. 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 obtain an exclusive fee-bearing license through one of its agents. COMPANY has the right to sublicense its Subsidiaries.
- I. Copyright registration may be obtained for software developed by CENTER. COMPANY shall be entitled to elect a nonexclusive, royalty-free license to all software developed by CENTER as outlined within the Center bylaws. COMPANY will have the right to enhance and to re-market enhanced software with royalties due to CENTER to be negotiated.
- J. Any patent royalties and fees received by University under this Agreement, over and above patent expenses incurred, will be distributed according to University policy.
- K. Neither party assumes any liability for the actions or omissions of the other party. Member agrees to indemnify, defend, and hold harmless University against any actions, claims, costs, or liabilities for products developed, distributed, offered or made by the Member as a result of any license, information or materials received from the Center.
- L. Any research efforts on behalf of Center will be performed on a "best efforts" basis only and Center does not guarantee specific results. Center disclaims all warranties or representations, express or implied, for merchantability, fitness for a particular purpose, or non-infringement.
- M. This Agreement is governed by the MAST Center Bylaws which are incorporated by reference.

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

University

Name: _____

Title: _____

Signature: _____

Date: _____

Member

Name: _____

Title: _____

Signature: _____

Date: _____