

**INDUSTRY/UNIVERSITY COOPERATIVE RESEARCH CENTER MEMBERSHIP
AGREEMENT FOR
THE CENTER FOR MACROMOLECULAR TOPOLOGY (CMT)**

This Industry/University Cooperative Research Center Agreement (hereinafter "Agreement") is entered into by and between _____, a _____ organized under the laws of the State of _____, having a business office at _____ (hereinafter "Member") and The Board of Trustees of the University of Cincinnati on behalf of the University of Cincinnati, (hereinafter "University").

WHEREAS the University of Cincinnati is establishing an Industry/University Cooperative Research Center for Macromolecular Topology (hereinafter "Center"); and

WHEREAS Center will require funding to conduct research projects, provide training, organize symposia and meetings and the like (hereinafter "Center Projects") which the Members herein contemplated will provide; and

WHEREAS Center is funded, in part, by the National Science Foundation and is subject to certain requirements of federal law; and

WHEREAS Member will receive access to technologies developed at the Center in exchange for financial support through membership;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Center shall conduct research, develop software, provide the academic and industrial community with enhanced education capability in the field of macromolecular topology and facilitate information exchange and technology transfer. Topics will vary as the field develops and as suggested by an Industrial Advisory Board composed of representatives of each Full Member (hereinafter "Industrial Advisory Board" or "IAB"); and a "Center Wide Panel" (CWP) composed of the IAB and each Affiliate Member. Full and Affiliate Members will fund and otherwise support Center Projects under this Agreement from annual membership fees and in-kind support as set forth in paragraph 3. Center Members will be composed of industrial firms, research laboratories and centers independent of University, federal research and development organizations or any government owned contractor-operated laboratory, consistent with applicable state and federal laws and statutes. Center will have a Director at each site. Directors are faculty members of the participating Universities with active research in the Center.
2. To support the Center, University agrees to allocate the NSF required 10% indirect charges on the membership fees of Full Members to the Center for voluntary, uncommitted funding of startup projects suggested by the CWP. Startup projects at the University are routinely funded by indirect charges so this voluntary, uncommitted funding does not constitute cost share on the part of the University as defined in 2 CFR § 215.23. NSF funds will be charged the full University DHHS negotiated indirect charge rate for Federal contracts.
3. Membership may be accomplished by joining the Center in one of two categories as specified herein.
 - a. A Full Member agrees to pay an annual fee of \$75,000.
 - b. An Affiliate Member agrees to provide in-kind support of \$75,000 per year audited by the IAB. Affiliate Membership is subject to approval by the IAB and the Directors.
 - c. Payment of the membership fee for Full Members shall be made to the University of Cincinnati either as a lump sum no later than the anniversary of the effective date of the Member's membership for each year of sponsorship; or quarterly with equal payments in increments of 3 months. The effective date of membership shall be the date the membership fee or this executed membership agreement is received by the University, whichever is later. Membership fees shall be made payable to the University of Cincinnati and mailed to Professor Gregory Beaucage, Center for Macromolecular Topology, 492 Rhodes Hall, College of Engineering, University of Cincinnati, Cincinnati, OH 45221-0012. All Members may terminate this Agreement at any time by giving University ninety (90) days written notice prior to the membership anniversary date. Full Member shall not be entitled to refund of unexpended funds if it elects not to continue its membership.

4. Member shall be granted the following benefits in consideration of its membership fee or in kind support.
 - a. Full Members will have the right to participate in the IAB during selection of research projects funded by the Membership Fees. These projects are termed Full Member Projects.
 - b. Full Members will be provided a written report for the Member's internal-use only for each ongoing Center for Macromolecular Topology Project, to be delivered prior to each periodic meeting with Members of the Center for Macromolecular Topology, as well as access to the oral presentation given for each project after each periodic meeting.
 - c. Full Members will be provided in a timely manner following each periodic meeting, an executive summary report providing information of a general, non-confidential nature about the progress of the research projects, including the right to copy, republish and distribute, in whole or in part, the report to all interested members of the public.
 - d. Associate Members and Full Members will have the right to participate on the CWP to suggest research projects funded through 10% indirect charges from each Full Membership fee. These projects constitute Center Wide Projects. Generally these will be startup projects involving new groupings of faculty or researchers new to the center or new research directions for the center.
 - e. All Members will be provided access to publications of the Center Projects at an early stage for timely review of new developments prior to their wide dissemination.
 - f. The IAB may suggest Center bylaws to the University and center director(s). The IAB may also suggest changes to existing bylaws.
 - g. Invitation to special presentations and workshops hosted by the Center.
 - h. The right to use internally all reports, data, and information contained therein resulting from Center Projects for research and evaluation purposes, which reports shall be issued by the Center at least annually.
 - i. Full Members will have options to nonexclusive, nontransferable, royalty-free licenses as set forth in paragraphs 6 and 7 to inventions conceived and reduced to practice under Full Member Center Projects under paragraph 4.a during the period of membership as well as to copyrighted software developed under Full Member Center Projects during the period of membership, provided Full Member is a member in good standing on the date of disclosure of such invention or software to University.
 - j. Full Members will have options to nonexclusive, nontransferable, royalty-free licenses as set forth in paragraphs 6 and 7 to inventions conceived and reduced to practice under Center Projects during the period of membership as well as to copyrighted software developed under Center Wide Projects during the period of membership, provided Member is a member in good standing on the date of disclosure of such invention or software to University.
5. University or Center retains ownership of intellectual property developed under Center projects. All patents for inventions conceived or reduced to practice in the course of the research conducted by the Center shall belong to the University or the appropriate Research Site.
6. University shall inform Full Members within thirty (30) days of receipt of an invention disclosure. Full Members shall have an option to a nonexclusive, nontransferable, worldwide royalty free license on any patentable invention conceived and reduced to practice under Center Projects during the period of Full Member's membership. The option shall be for a period of six (6) months from the time the invention is disclosed to Full Member. This option period may be extended for a defined period by mutual agreement of the University and the IAB. In exercising such option, Full Member shall pay a pro rata share of patent filing, prosecution, and maintenance costs associated with protecting the invention in those countries in which patent protection is sought. The term of the license shall be the life of patent protection that is obtained. Under the license, Full Member shall have the right to make, have made, use, sell, distribute the products, compositions, apparatus, processes, and know-how, and practice the methods, and sublicense its subsidiaries to exercise the same rights obtained by the Full Member with this license. If only one Full Member exercises its option, that Full Member may obtain an exclusive royalty-bearing license at a commercially reasonable rate. Any other disposition of intellectual property of the University shall be determined by mutual agreement of the University and the IAB.
7. Full Member shall have an option to a nonexclusive, nontransferable, royalty free site license to use copyrighted software arising from Center Projects for each site agreed upon by the Full Member and the Center. Full Member shall have the right to modify and use copyrighted software arising from Center Projects. Full Member shall have the right to negotiate a royalty bearing license to market modified or unmodified software at a commercially reasonable rate.

8. If and when a Member wishes to share proprietary materials or information with the University or Center or any of its employees or Members on a confidential basis, the Member will notify the University or Center before any confidential disclosures are made so that an agreement may be made with regard to how the material will be used. Nothing in this Membership Agreement shall be construed to imply a license for other Members to use protected background technology of another Member for commercial purposes without an express license to do so.
9. University reserves the right for its employees and students to publish and use in University research and instruction all data and results of the research conducted under this Agreement. University agrees to provide draft publications and presentations to Full Member which shall have the opportunity to review any public disclosure containing results of Center Projects conducted hereunder and to request delay of publication to allow for patent considerations. Full Member must inform the Center in writing of its desire to have a public disclosure delayed within sixty (60) days of receipt of draft. By mutual agreement, public disclosure may be delayed not more than an additional ninety (90) days to secure patent protection for the inventions disclosed therein.
10. University may terminate this Agreement upon ninety (90) days advance written notice to Member. In the event of such termination the University shall refund to Full Member an amount equal to the total unexpended funds (from those supplied by all Full Members) prorated according to the number of Full Members and according to the date and level of contribution.
11. Member agrees not to use the name of University, its seal or emblem, in any publicity or other release without the prior written consent of University. Likewise, the University agrees not to use the name or any trademark of Member without the prior written consent of Member, except that this Agreement constitutes such express permission for the Center to identify the Center Members as appropriate and necessary in funding applications or Center reports.
12. University and Center make no representations or warranties, expressed or implied, as to any matter whatsoever, including, without limitation, results 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 warrants, however, that software it provides to Member will be the same as that used in the Center. University shall not be liable for any direct, consequential, or other damages suffered by any Member or any others resulting from the use of the research or any such invention or product.
13. University and Center make no representations or warranties regarding actual or potential infringement of patents or copyrights of third parties, and Member acknowledges that the avoidance of such infringement in the design, use, manufacture, and sale of products and processes related to Center Projects shall remain the sole responsibility of the Member.
14. Throughout the term of this Agreement, each party shall maintain, at its own cost and expense, commercial insurance or a program of self-insurance, covering worker's compensation benefits in accordance with the law of the state of hire, employer's liability, automobile liability and comprehensive or commercial general liability insurance to include its Center activities.
15. Member agrees to indemnify and hold harmless University and Center, their employees, representatives, and agents against any liability, damages, loss or expense, including reasonable attorney fees and expenses of litigation, arising out of the actions of Member, its employees or any third party acting on behalf of or under authorization from Member in the performance of this Agreement, except for the negligent acts of University and Center, their employees, representatives, and agents.
16. Without limiting the foregoing, Member agrees to hold harmless, indemnify, and defend University and Center, their employees, representatives, and agents from all liabilities, demands, damages, expenses and losses, including reasonable attorney fees and expenses of litigation, arising out of the use by Member, or by any party acting on behalf of or under authorization from Member of University or Center technical development or out of any use, sale or other disposition by Member, or by any party acting on behalf of or under authorization from Member, of products made or developed as a result of information or materials received from University or Center. The provisions of this paragraph shall survive termination of this Agreement.
17. No party is authorized or empowered to act as agent for another for any purpose and shall not on behalf of another enter into any contract, warranty, or representation as to any matter. No party shall be bound by the acts or conduct of another.
18. This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. Member acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement. This Agreement may be modified only by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have accepted and executed this Agreement through their duly authorized representatives as of the date entered below.

Board of Trustees of the University
Of Cincinnati on behalf of
University of Cincinnati

Member:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____