

**Membership Agreement**  
**Industry/University Cooperative Research CENTER**  
**For Electrochemical Processes and Technology**

This Agreement is made effective this day of April 1, 2014 by and between Ohio University (hereinafter called "UNIVERSITY") having a primary place of business at 105 Research & Technology Center and Enter Company Name (hereinafter called "COMPANY") having a primary place of business at: Enter Company Address for the purposes of participating in the Industry/University Cooperative Research Center for Electrochemical Processes and Technology ("CEProTECH") which is defined as all CEProTECH Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation. Both Parties shall be collectively referred to as the "Parties" or individually as a "Party" as the context may require.

WHEREAS, the Parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research CENTER for Electrochemical Processes and Technology (hereinafter called "CENTER"); whereby the UNIVERSITY environment can be used to perform research in the areas of electrochemical alternatives and analogues, to conventional chemical and biological processes. The Parties hereby agree to the following terms and conditions:

**A. CENTER SUPPORT**

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. ELIGIBLE SPONSORS**

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. SPONSORSHIP COST**

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. *(Please select one)*

\_\_\_\_\_ Full Member \$50,000 annual membership fee

\_\_\_\_\_ Associate Member \$25,000 annual membership fee *(small businesses only – 2 year limit)*

#### D. PAYMENT

Payment of all membership fees shall be made to Ohio University through which the COMPANY exercises its membership in the CENTER as a lump sum due April 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 Ohio University and mailed to:  
Grants and Contract Accounting  
280 WUSOC CENTER  
Athens, Ohio 45701.

Electronic Funds Transfer Information:

*To be added at time of signing*

#### E. TERMINATION

COMPANY should join CENTER with the intention of remaining a fee paying member for at least two years, in order to fully benefit from the services of the CENTER. However, COMPANY may terminate this Agreement by giving UNIVERSITY 90 (ninety) days written notice prior to the termination date.

#### F. PERIOD OF PERFORMANCE *(dates to be provided at the time of signing)*

This agreement covers the time period of \_\_\_\_\_ through \_\_\_\_\_, with the assumption it will continue through \_\_\_\_\_ unless otherwise terminated as detailed in Article E.

#### G. ADVISORY BOARD

There will be an Industrial Advisory Board (IAB) composed of one representative from each Full and Associate Membership. 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, which may be adopted by the IAB, but which will not change the contractual terms of this Agreement. Regardless of the number of attendees from the Member organization, each Full Member shall have only one vote on matters; and each Associate Member shall have only one half vote. The operation of the IAB is specified in the CENTER bylaws.

#### H. PUBLICATIONS

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 30 day(s) 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. By submitting a written request to University within said thirty (30)-day period, Member may secure a delay of up to three (3) months total in order to coordinate patent prosecution with University and other Members.

## I. INTELLECTUAL PROPERTY

(a) All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by CENTER shall belong to the 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.

(b) UNIVERSITY shall disclose to Members any inventions, discoveries, data, or improvements ("Technology") developed by CENTER during the term of this Agreement. UNIVERSITY agrees that all such CENTER Full Members and Associate Members are entitled to obtain a limited term, non-exclusive royalty-free license, in a mutually agreeable field of use, to Technology actually conceived or reduced to practice during their membership period. COMPANIES in these membership categories must elect a royalty-free non-exclusive license within six (6) months after disclosure by the UNIVERSITY of any such Technology, which will be granted by the UNIVERSITY under a separate license agreement. Member COMPANIES that elect to exercise rights to a royalty-free license agree to pay for all intellectual property protection costs related to patent prosecution, issuance and maintenance, 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. This license agreement will also include the right to sublicense subsidiaries and affiliates in which the Full Members and Associate Members hold a greater than fifty percent (50%) ownership interest. Within 30 days from the expiration of the term of the non-exclusive license COMPANIES shall provide written notification to the UNIVERSITY that they wish to negotiate a royalty bearing, non-exclusive license for commercial purposes to the Technology. Said non-exclusive license will be negotiated on commercially reasonable terms and in good faith. Negotiations must be concluded within four (4) months of the UNIVERSITY receiving the COMPANY's request to negotiate the license, unless mutually agreed to otherwise, in writing, by the negotiating Parties.

(c) If only one (1) Member elects a non-exclusive license within the allotted six (6)-month period, then that one (1) Member may obtain a royalty-bearing exclusive license in a field(s) of use, with the right to sublicense in the field(s), through negotiations with the UNIVERSITY. License negotiations will be conducted in good faith. The request to obtain an exclusive royalty bearing license must be submitted to the UNIVERSITY in writing within twelve (12) months of disclosure of the Technology by the UNIVERSITY to the COMPANY. Negotiations must be concluded within four (4) months of the UNIVERSITY receiving the COMPANY's request to upgrade the license, unless mutually agreed to otherwise, in writing, by the negotiating Parties.

(d) Copyright registration maybe obtained for software developed by CENTER. Full Members and Associate Members shall be entitled to obtain a limited term, non-exclusive, royalty-free license, in a mutually agreeable field of use, to use all software developed by CENTER during their membership period. Such non-exclusive license will be granted by the UNIVERSITY under a separate license agreement and will include the right to sublicense subsidiaries and affiliates in which the Full Members and Associate Members hold a greater than fifty percent (50%) ownership interest. If they so choose, Full Members will also have the right to enhance and to re-market enhanced or unenhanced software with royalties due to the UNIVERSITY. These augmented terms will be included in the aforementioned separate license agreement. (a) COMPANIES shall provide written notification to the UNIVERSITY that

they wish to negotiate a royalty bearing, non-exclusive license for commercial purposes to the Copyrighted Software. Said non-exclusive license will be negotiated in good faith. Negotiations must be concluded within four (4) months of the UNIVERSITY receiving the COMPANY's request to negotiate the license, unless mutually agreed to otherwise, in writing, by the negotiating Parties.

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

#### J. INDEMNIFICATION

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.

#### K. CONFIDENTIAL INFORMATION

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 Member or individual employees of University to enter into confidential disclosure agreements separate from this Agreement. Member agrees to keep all confidential information of CENTER, including invention disclosures, in confidence and Member agrees not to publish, disclose or otherwise make available the same to any third Party without the prior written consent of CENTER. The obligations described herein shall continue for the term of this Agreement and any renewal thereof, and for a period of three (3) years thereafter. Member shall not be liable for disclosure of confidential information if the same: (i) is or becomes in the public domain; or (ii) is independently developed by Member; or (iii) is required by any law, regulation or statute and/or court order to be disclosed. Disclosures made orally or by visual observation and stated as confidential or proprietary by either party at said time shall be treated as confidential, provided that the disclosing party indicates the confidential nature of such disclosure at the time of making the disclosure, and such party will summarize such disclosure in writing and provide such summary to the receiving party(ies) within thirty (30) days of such disclosure.

#### L. WARRANTY

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. ADDITIONAL SITES

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.

N. NOTICES

All notices shall be in writing and effective upon receipt. Notices shall be sent to the following addresses:

University                                       Thea R. Arocho  
Office of Research and Sponsored Programs  
105 Research and Technology Center  
Ohio University (UT18430A)  
Athens, Ohio 45701  
Phone: 740-593-2856  
Email: [Arocho@ohio.edu](mailto:Arocho@ohio.edu)

Company   *Enter NOTICES Point of Contact Information*

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

**UNIVERSITY**

Name: Shane L. Gilkey

Title: Assistant Vice President for Research & Sponsored Programs

Signature: \_\_\_\_\_

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

**COMPANY** *(Enter Company Name and Signatory)*

\_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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