**NSF Industry/University Cooperative Research Center** (I/UCRC)

**Membership Agreement**

Whereas, This agreement is made by and between WEST VIRGINIA UNIVERSITY (hereinafter called “UNIVERSITY”) and . (hereinafter called “COMPANY”) for the Center comprising and acting through the Center for Integration of Composites into Infrastructure (CICI), which is defined as all Integration of Composites into Infrastructure Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

 Therefore, the parties hereby agree to the following terms and conditions:

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 industry, Federal laboratories, the National Science Foundation (NSF), the State of West Virginia, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional five years. The research projects funded by annual payments by members as set forth in Clause C of this Agreement are identified hereinafter as “CENTER Projects.”

B. 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. Federal research and development organizations and Government owned contractor operated laboratories may become sponsors 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.

C. COMPANY agrees to pay the nonrefundable annual membership dues of (select one)

$50,000 for a Full Membership with special service privileges,

$40,000 for a Full Membership,

$15,000 for Associate Membership

as defined in the Bylaws, attached hereto as Exhibit A, for the period of in support of the CENTER, thereby becoming a MEMBER entitled to the privileges described in attached CENTER Bylaws. Annual dues may be changed in accordance with Bylaws and by amendment to this agreement.

UNIVERSITY shall submit an invoice to the COMPANY for the payment of the first year dues (prorated for the incomplete year if applicable) within thirty (30) days after this Agreement is fully executed. For subsequent years, UNIVERSITY shall invoice COMPANY for membership dues in full. Payment of these membership fees shall be made to the UNIVERSITY as a lump sum upon receipt of the UNIVERSITY Invoice. Checks must be made payable to UNIVERSITY and mailed to CONSTRUCTED FACILITIES CENTER – WVU, 549 ENGINEERING SCIENCES BUILDING, PO BOX 6103, MORGANTOWN, WV 26506-6103

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 90 days written notice prior to the annual renewal date.

D. There will be an Industrial Advisory Board composed of one representative from each industry 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) the operation procedures and changes in the CENTER bylaws.

E. UNIVERSITY reserves the right to publish in scientific or engineering journals, disseminate and use, in whatever manner they see fit, all data and the results of research conducted under CENTER Projects. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research in CENTER Projects 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 date of submission to COMPANY, for patent consideration, provided that COMPANY makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted to COMPANY.

Should the proposed publication be a student thesis or dissertation, UNIVERSITY and COMPANY hereby agree to use their best efforts to complete all reviews of material contained therein and any necessary patent application procedures evolving from in such a manner as not to impede the students’ completing their requirements for graduation or completion of a degree. Publication may not be delayed by more than ninety (90) days after the submission of the thesis or dissertation to COMPANY.

F. All Intellectual Property derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to the inventing UNIVERSITY (or Universities in the case of a joint discovery). UNIVERSITY, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to “march-in” rights as set forth in this Act. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of Intellectual Property protection. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense to its subsidiaries and affiliates. 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 and affiliates.

H. Copyright registration may be obtained for software developed by CENTER. COMPANY shall be entitled to a nonexclusive, 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 a value to be determined by a percentage of a fair market value of the enhanced software product sold or licensed by COMPANY.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accordance with UNIVERSITY Intellectual Property policy.

J. Neither party is assuming any liability for the actions or omissions of the other party. Each party will be responsible for all claims, liability, injury, damage or cost based upon injury or death to person, 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 that party’s agents or employees.

In no event shall UNIVERSITY be held liable for or indemnify, defend, and hold COMPANY harmless for any product liability claim for any product produced by COMPANY, or any of its affiliates, any third party acting on behalf of COMPANY or under authorization from COMPANY, that includes CENTER Projects results provided by UNIVERSITY under this Agreement, and COMPANY shall indemnify, defend, and hold UNIVERSITY harmless from such claims alleging product liability.

K. The UNIVERSITY makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the reports, research or any invention (s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement or make any representation or warranty regarding actual or potential infringement of patents or copyrights of third parties.

L. UNIVERSITY intends that the CENTER bylaws and membership agreement comply with the requirements of Section 5.03 of IRS Revenue Procedure 97-14 (and interpretations thereof) dealing with cooperative research agreements and shall be interpreted in a manner consistent with such requirements. CENTER bylaws can be amended to the extent necessary to ensure UNIVERSITY’s continued tax-exempt status or to ensure continued compliance with tax covenants made the UNIVERSITY connection with the issuance of tax-exempt bonds, or to comply with other laws or regulations.

M. COMPANY agrees not to use the names of the CENTER or the UNIVERSITY, or their seals or emblems, in any publicity or other release without the prior written consent of the UNIVERSITY.

N. This Agreement states the entire understanding between COMPANY and UNIVERSITY with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements. COMPANY 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 caused this Agreement to be executed by their duly authorized representatives as of the data and year first above written.

Executed by:

UNIVERSITY COMPANY

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

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Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Signature

#  \_\_\_\_ \_\_\_

Printed Name

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Title

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Date