

**Membership Agreement for Industry Partners  
(MIST Partner University/ University of Central Florida Research Foundation, Inc.)**

**A NSF Industry/University Cooperative Research Center (I/UCRC)  
for Multi-functional Integrated System Technology (MIST)  
Lead University: University of Florida, Gainesville, FL  
Partner University: University of Central Florida, Orlando, FL**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the University of Central Florida Research Foundation, Inc. (hereinafter called "UCFRF"), a non-profit and direct support organization acting as an instrumentality of the University of Central Florida ("UNIVERSITY") and \_\_\_\_\_ (hereinafter called "Company") for the Center comprising and acting through the Center for Multi-functional Integrated System Technology (MIST) which is defined as all Multi-functional Integrated System Technology Center Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Multi-functional Integrated System Technology (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to translate novel materials, devices, and manufacturing processes into multi-functional integrated systems. The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by UCFRF, acting on behalf of and for the benefit of the UNIVERSITY, with 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 UCFRF. It is possible that the UCFRF 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 sponsor of the CENTER, consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute \_\_\_\_\_ annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to the UCFRF as a lump sum due December 1<sup>st</sup> of each year of sponsorship. Checks from COMPANY should be mailed to University of Central Florida Office of Research and Commercialization, 12201 Research Parkway, Suite 501, Orlando, FL 32826-3246 and made payable to University of Central Florida Research Foundation, Inc./ Attn: I/UCRC MIST Center. 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 UCFRF 60 days written notice prior to the termination date.

D. There will be 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.

E. UCFRF, on behalf of the 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 90 day(s)/year(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

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submitted by certified mail to COMPANY. This request for delay must be received within the 30 day timeline and should be sent by certified mail to:

Dr. Jiann-Shiun Yuan  
MIST Site Director  
University of Central Florida  
423 Harris Engineering Center  
P.O. Box 162362  
Orlando, FL 32816-2362

F. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UCFRF. UCFRF, 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.

G. UCFRF agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license must execute a license via the UNIVERSITY and 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 from UCFRF. If COMPANY takes an exclusive license, COMPANY has the right to sublicense its subsidiaries and affiliates.

I. Copyright registration shall 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 software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed 25% of a fair sale price of the enhanced software product sold or licensed by COMPANY.

J. Any royalties and fees received by UCFRF under this Agreement, over and above Development expenses incurred as defined by the UCFRF policy, will be distributed according to UNIVERSITY policy.

K. Neither party, nor UNIVERSITY, is assuming any liability for the actions or omissions of the other party. To the extent of applicable law, each party will indemnify and hold the other party harmless, to the extent allowed by law, 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 or willful misconduct of a party's agents or employees.

COMPANY

UNIVERSITY OF CENTRAL FLORIDA  
RESEARCH FOUNDATION

Name:  
Title:

Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date