

**MEMBERSHIP AGREEMENT**  
**Center for Electromagnetic Compatibility**  
**Industry/University Cooperative Research Center**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the University Consortium (hereinafter referred to as CONSORTIUM) comprising and acting through one of the following UNIVERSITY AFFILIATES:

- (a) Clemson University, Clemson, SC
- (b) University of Houston, Houston, TX
- (c) Missouri University of Science & Technology, Rolla, MO

and \_\_\_\_\_ (hereinafter called "COMPANY")

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Electromagnetic Compatibility (hereinafter called "CENTER") by the CONSORTIUM to maintain a mechanism whereby the university environment can be used to perform research to advance, develop and promote research into the principles and technology of Electromagnetic Compatibility science and engineering through research, development, education, and technology exchange among academic, industry, and government entities.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY AFFILIATE level. For the first five years, the CENTER will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), and the UNIVERSITY AFFILIATES.

The CENTER director will be:

Dr. Richard DuBroff, Missouri University of Science and Technology

The UNIVERSITY AFFILIATE Directors and Principal Investigators will be:

Dr. Todd Hubing, Clemson University

Dr. Ji Chen, University of Houston

Dr. Richard DuBroff, Missouri University of Science and Technology

B. COMPANY agrees to contribute at least \$60,000 annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made as a lump sum effective \_\_\_\_\_; or in four equal installments of at least \$15,000 on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ of each year of sponsorship. Checks from COMPANY should be made payable to the UNIVERSITY AFFILIATE and mailed to UNIVERSITY AFFILIATE's financial contact as listed in Appendix 1. Funds received by a UNIVERSITY AFFILIATE will be used by that UNIVERSITY AFFILIATE. 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 three years. However, COMPANY may terminate this AGREEMENT by giving the UNIVERSITY AFFILIATE 90 day written notice prior to the termination date.

The results of CENTER research will be made equally available to all sponsoring COMPANIES. Ownership of patents and copyrights that result from CENTER research will remain with the UNIVERSITY AFFILIATE that generated the patent or copyright rights, as per the terms of this Agreement.

C. There will be an Industrial Advisory Board composed of one representative from each COMPANY member. The Advisory Board will meet twice annually and the CONSORTIUM will report its research results and make recommendations for future work. This board will make recommendations on (a) the research projects to be carried out by the CENTER, and (b) the apportionment of resources to these research projects.

D. The CONSORTIUM reserves the right to publish in scientific or engineering journals and/or present in professional meetings the results of any research performed by CENTER. The UNIVERSITY AFFILIATE will submit any proposed publication or presentation to each COMPANY, containing results of the research program of the CENTER. COMPANY shall have the right to request a delay in publication for a period not exceeding ninety (90) days from the date of submission to the COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within forty-five (45) days from the date the proposed publication or presentation is submitted by certified mail to COMPANY.

E. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by a UNIVERSITY AFFILIATE shall belong to the UNIVERSITY AFFILIATE that generated the invention(s). Said UNIVERSITY AFFILIATE 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. UNIVERSITY AFFILIATE hereby agrees to grant to COMPANIES a non-exclusive, royalty-free license to use the technology provided that all such COMPANIES must be in good standing at the time of disclosure and that COMPANIES wishing to exercise rights to a royalty-free nonexclusive license agree to pay their respective portion of the costs associated with application for and maintenance of applicable patent(s). COMPANY will have the right to sublicense the intellectual property of the patent(s) to its subsidiaries and affiliates but will not have the right to sublicense to other entities. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive, fee-bearing license from the UNIVERSITY AFFILIATE that owns the patent rights

F. Copyright registration and ownership shall be obtained by the UNIVERSITY AFFILIATES having ownership of software developed through the CENTER. The UNIVERSITY AFFILIATE will grant COMPANIES that are CENTER sponsors in good standing at the time of disclosure and request a license, a royalty-free nonexclusive license. COMPANY will have the right to sublicense to its subsidiaries and affiliates for

internal use of the software, but will not have the right to sublicense other entities. COMPANY will have the right to enhance and to re-market enhanced or un-enhanced software provided the COMPANY negotiates in good faith a royalty-bearing license agreement with the UNIVERSITY AFFILIATE, which royalty shall be based on the worth of the initial software and a fair sale price of the enhanced or un-enhanced software product sold or licensed by COMPANY. If only one COMPANY seeks a license, that COMPANY may negotiate an exclusive, royalty-bearing license from the UNIVERSITY AFFILIATE that owns the copyright rights. Software is provided “as is” at the time of disclosure. UNIVERSITY AFFILIATE has no obligation to support or enhance software.

G. If no COMPANY desires a license to CENTER patents or software, the UNIVERSITY AFFILIATE that generated the patents or software shall have the right to grant fee-bearing licenses to said patents or software to third parties any time following notice to CENTER COMPANIES that the patents or software were available for licensing.

H. If CENTER COMPANIES elect to take nonexclusive license to patents or software under Paragraphs E or F, the UNIVERSITY AFFILIATE that generated the patents or software shall be free to grant royalty-bearing, nonexclusive licenses to third parties following notice to CENTER COMPANIES that the patents or software are available for licensing.

I. Any revenues received by a UNIVERSITY AFFILIATE shall be distributed according to the policy of said UNIVERSITY AFFILIATE.

J. No party is assuming any liability for the actions or omissions of any other party as a result of this Agreement. COMPANY will indemnify and hold UNIVERSITY AFFILIATES harmless against all claims, liability, injury, damages or costs, including reasonable attorney fees, based upon injury or death to persons, or loss of, damage to, or loss of use or 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 the COMPANY’s agents or employees.

**K. COMPANY ACKNOWLEDGES THAT THE RESEARCH RESULTS, INCLUDING BUT NOT LIMITED TO ANY EQUIPMENT, PROTOTYPES, AND/OR PRODUCTS OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT ARE NOT COMMERCIAL ITEMS INTENDED FOR USE OR SALE AS AND SHALL BE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY COMPANY OR OTHER THIRD PARTIES AS A RESULT OF COMPANY’S USE OF THE RESEARCH RESULTS IN THE DESIGN, DEVELOPMENT, AND/OR MANUFACTURE OF PRODUCTS OR SERVICES OFFERED FOR SALE OR SOLD BY COMPANY IN THE COMMERCIAL MARKET.**

UNIVERSITY AFFILIATE

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

COMPANY

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Appendix 1:

Contact Information

UNIVERSITY AFFILIATE (Administrative)

Office of Industrial Contracts  
JoAnna Floyd  
Clemson University  
300 Brackett Hall  
Box 345702  
Clemson, SC 29634-5702 USA  
Phone: 864 656 3989  
Fax: 864 656 0881

UNIVERSITY AFFILIATE (Financial)

Grants & Contracts  
321 Brackett Hall  
Clemson University  
Clemson, SC 29634 5355 USA  
Phone: 864 656 5355  
Fax: (864) 656 0806  
Email: hollan7@clemson.edu

UNIVERSITY AFFILIATE (Technical)

Prof. Todd Hubing  
Campbell Graduate Engineering Research Center  
4 Research Drive  
Greenville, SC 29607 USA  
Phone: 864 656 7219  
Email: hubing@clemson.edu

COMPANY (Technical)

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

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

COMPANY (Financial/Invoice Contract)

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

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_