

CeRCaS Membership Agreement

This Agreement is made.....this day of by and between the Virginia Commonwealth University (hereinafter called "UNIVERSITY") and ... (hereinafter called "COMPANY") for the Center comprising and acting through the Center for Rational Catalyst Synthesis, which is defined as all Center for Rational Catalyst Synthesis Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation. Current Research Sites include the University of South Carolina and Virginia Commonwealth University. Other universities may later become Research Sites if approved and funded by NSF.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Rational Catalyst Synthesis (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to identify solutions to problems related to rational catalyst synthesis. The parties hereby agree to the following terms and conditions:

1. 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.
2. Any COMPANY, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a Member of the CENTER through payment of MEMBERSHIP FEES, consistent with applicable state and federal laws and statutes.
3. COMPANY will contribute annually a sum of money (MEMBERSHIP FEES) in support of the CENTER thereby becoming a Member. If COMPANY meets the definition of a small business as defined by the United States Small Business Administration (SBA) or is not-for-profit, such as a government laboratory, its MEMBERSHIP FEES shall be initially twenty-five thousand dollars (\$25,000.00) (Affiliate Member). All others shall initially pay MEMBERSHIP FEES of fifty thousand dollars (\$50,000.00) (Full Member). Payment of these Membership fees shall be made to the University in one installment payable within one month after the MEMBERSHIP START DATE of June 1st or December 1st. Checks from COMPANY should be made payable to University of South Carolina who is the fiscal agent of this agreement and mailed to:

University of South Carolina
Michele Hay, Senior Sponsored Programs Administrator
Sponsored Awards Management
1600 Hampton Street, Suite 414
Columbia, SC 29208
Tel: (803) 576-5554
Fax: (803)777-4136
mhay@mailbox.sc.edu

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 for any reason by giving UNIVERSITY 90 days written notice prior to the termination date.

4. There will be an Industrial Advisory Board composed of one representative from each Member. This board shall provide 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.
5. 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 60 days from the date of submission to COMPANY, provided that COMPANY makes a written request and justification for such delay within 60 days from the date the proposed publication is submitted by certified mail to COMPANY. In no case shall such delay impede the progress of any UNIVERSITY student towards graduation.
6. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY. 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.
7. UNIVERSITY agrees that all such CENTER Members 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 agree to pay patent application and maintenance costs.
8. If only one COMPANY seeks a license, that COMPANY may elect to obtain an exclusive fee-bearing license through one of its agents. COMPANY has the right to sublicense its subsidiaries and affiliates.
9. 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.
10. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accord with established UNIVERSITY policy.
11. All parties agree to obey the current FDA laws and regulations.
12. A. For-Profit Members
NEITHER PARTY IS ASSUMING ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF THE OTHER PARTY. NEITHER COMPANY NOR UNIVERSITY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER

WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, ORIGINALITY, OR ACCURACY OF ANY COMPANY CONFIDENTIAL INFORMATION AND 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 ANY SUCH COMPANY CONFIDENTIAL INFORMATION AND ANY INVENTION OR PRODUCT DERIVED FROM THE RESEARCH CONDUCTED BY OR AT THE CENTER.

B. Governmental Entities

Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.

13. Any notices required to be given under this Agreement shall be delivered to:

COMPANY

Contact Name
Company Address
Contact Telephone Number
Contact Fax Number
Contact Email

UNIVERSITY

Virginia Commonwealth University
Andrea J. Publow, CRA, MFA
Director of Sponsored Programs,
Government/NonProfit Support
800 East Leigh St., Suite 3200
PO BOX 980568
Richmond, VA 23298-0568
Tel: (804) 828-6772
Fax: (804) 828-2521
dirospa@vcu.edu

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

UNIVERSITY

COMPANY

Andrea J.Publow, MFA, CRA
Director of Sponsored Programs
Government/NonProfit Support

Name
Title

Date: _____

Date: _____