

Illinois Institute of Technology
Thermal Processing Technology Center
Membership Agreement

This Agreement is made this _____ by and between **Illinois Institute of Technology**, (hereinafter called "University"), _____, (hereinafter called "Company").

The parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Thermal Processing (hereinafter called "Center") at the University to maintain a mechanism whereby the University environment can be used to perform research relating to the thermal processing of materials.

The parties hereby agree to the following terms and conditions:

1. Center will be operated by certain faculty, staff and students at the University. It is expected that the Center will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the University.
2. 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 Center's Industrial Advisory Board.
3. Company agrees to contribute _*_____ annually in support of the Center and thereby becomes a member. 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 member for at least two years. However, Company may terminate this Agreement by giving University 120 days written notice prior to the termination date. University will not charge indirect costs on any membership fee. 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 University, according to the terms of this Agreement.

4. The organization and operation of Center will be specified by Center bylaws that will be adopted at the first Industrial Advisory Board meeting. The bylaws, when adopted, will become part of this Agreement.

5. There will be an Industrial Advisory Board composed of one representative from each member. This board will make 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. The operation of this board will be specified in the bylaws.

6. 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 one (1) year from the date of submission to Company, for proprietary reasons, provided that Company makes a written request and justification for such delay within sixty (60) days from the date the proposed publication is submitted by certified mail to Company.

7. 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. Any member of the Center who pays the full \$10,000 membership fee and who wants to exercise rights to a royalty-free license for an invention developed during the time that company is a member shall share in patent expenses for the invention to be licensed. University 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. If only one Company seeks a license, that Company may obtain an exclusive fee-bearing license with terms to be negotiated with University.

8. 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 during the time that Company is a member. 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 8 % of a fair sale price of the enhanced software product sold or licensed by Company.

9. Any royalties and fees received by University under this Agreement, over and above expenses incurred, will be distributed as follows:

(1) 50% to inventor, or in accordance with the University's royalty-sharing schedule; and

(2) 50% to the University, with 50% of that amount to the Center's operating account, or to the University's Department of Mechanical, Materials and Aerospace Engineering, in the event that Center is no longer in operation.

10. 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.

University	Company
Name _____	_____
Title _____	_____
Signature: _____	_____
Date: _____	_____

*Membership fee for small companies \$12,000; \$36,000 for large companies