Membership Agreement

Center for Unmanned Aircraft Systems (C-UAS)
NSF Industry/University Cooperative Research Center

This membership agreement is made this ________ day of ______________________, 20____ by and between ________________________________ (hereinafter referred to as UNIVERSITY) and ________________________________ (hereinafter called COMPANY) comprising and acting through the Center for Unmanned Aircraft Systems (C-UAS), which is defined as all C-UAS research sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation. For the purposes of this Agreement, either COMPANY or UNIVERSITY may be referred to in the singular as a Party or in the plural as the Parties.

Whereas, the Parties to this agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Unmanned Aircraft Systems (hereinafter called CENTER) at the UNIVERSITY to maintain a mechanism whereby the university environment can be used to perform research to advance, develop and promote the principles and technologies of unmanned aircraft systems 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. For the first five years, the CENTER will be supported jointly by industrial firms, federal laboratories, the National Science Foundation (NSF), and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional ten (10) years.

B. Any company, federal research and development organization, or any government-owned contractor-operated laboratory may become a Member of the CENTER, consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute $44,000 annually in support of the CENTER and thereby becomes a CENTER Member. Payment of these membership fees shall be made payable as identified in the below checked options:

☑ in full within thirty (30) days of invoice receipt from the UNIVERSITY

☑ in four (4) equal quarterly installments of $11,000 each payable within thirty (30) days of invoice receipt from the UNIVERSITY. Invoices will be issued on ____________, ____________, ____________, and ____________ of each year of sponsorship.

Checks from COMPANY should be mailed to the UNIVERSITY contractual contact at the address provided at the end of this agreement and made payable to the UNIVERSITY.
Because research of the type to be done by the CENTER takes time, and research results may not be obvious immediately, COMPANY should join the CENTER with the intention of remaining a fee-paying Member for at least three (3) years. However, COMPANY may terminate this agreement by giving the UNIVERSITY a 90-day written notice prior to the termination date.

The results of CENTER research will be made equally available to all sponsoring Members. Ownership of patents and copyrights that result from CENTER research will remain with the UNIVERSITY that generated the patent or copyright rights, as per the terms of this agreement. (See paragraphs G and H.)

D. The organization and operation of the CENTER are specified by CENTER Bylaws, which are a part of this agreement, as Attachment A – Bylaws (hereinafter referred to as Bylaws).

E. There will be an industrial advisory board composed of one (1) representative from each company Member. This board will make recommendations on (a) the research projects to be carried out by the CENTER (b) the apportionment of resources to these research projects, and (c) changes in the Bylaws. The operation of this board is specified in the Bylaws.

F. UNIVERSITY reserves the right to publish the results of any research performed by the 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 such papers, and shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of UNIVERSITY submission, by acknowledged email to COMPANY, 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. This request for delay must be received within the 30-day timeline.

G. All patents issuing on UNIVERSITY 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 elect ownership of all UNIVERSITY inventions conceived or first reduced to practice in the course of research activities conducted by the CENTER, subject to “march-in” rights as set forth in the Bayh-Dole Act. CENTER Members that wish to exercise rights to a non-exclusive royalty-free license agree to pay for the costs of the applicable patent applications and their maintenance. Such costs will be evenly divided among the CENTER Members that obtain the license to such patent rights. UNIVERSITY agrees that all such CENTER Members are entitled to a non-exclusive royalty-free license. As a CENTER Member, the license to the patent rights given to COMPANY includes the right of COMPANY’s subsidiaries and affiliates to use such patent rights under the license. If only one (1) CENTER Member company seeks a license to the patent rights, that company may obtain an exclusive royalty-bearing license from UNIVERSITY. If COMPANY takes an exclusive royalty-bearing license such license would also include the right of COMPANY’s subsidiaries and affiliates to use such patent rights under the license. If COMPANY takes an exclusive royalty-bearing license, COMPANY shall also have the right to sublicense the patent rights to its subcontractors and/or to other third Parties.

H. UNIVERSITY reserves the right to copyright software developed by the CENTER during the term of this agreement. The UNIVERSITY will grant CENTER Members a non-exclusive royalty-free license in such
software. Additionally, the UNIVERSITY will provide both the source code and tools needed to successfully use the software to the CENTER Members, including COMPANY, to the extent permitted by its own license agreements, if any. As a CENTER Member, COMPANY (including its subsidiaries and affiliates) will have the right to use the non-exclusively licensed software, but will not have the right to sublicense other entities. COMPANY will have the right to enhance and to commercially distribute, enhanced or un-enhanced, the licensed software provided that COMPANY negotiates in good faith a royalty-bearing license agreement with the UNIVERSITY, 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 otherwise distributed to third Parties by COMPANY in accordance with industry-acceptable fair, reasonable, and non-discriminatory (FRAND) terms. In no event shall such royalty exceed five (5) percent of the sales price of the software. If only one (1) CENTER Member seeks a license, that company (inclusive of its subsidiaries and affiliates) may negotiate an exclusive, royalty-bearing license from the UNIVERSITY that owns the copyright.

I. Any royalties and fees received by UNIVERSITY under this agreement, over and above expenses incurred, shall be distributed according to the policy of said UNIVERSITY.

J. 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.

K. This Agreement shall be effective upon final signature.

**Authorized Signatures:**

C-UAS Director Name: 

C-UAS Director Signature: 

University Name: 

University Representative Name: 

University Representative Signature: 

Company/Organization Name: 

Company/Organization Representative Name: 

Company/Organization Representative Signature:
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