Industry/University Cooperative Research Center

Full Membership Agreement

This Agreement is made this ___ day of ____ 200__ by and between the University of Arizona (hereinafter called “UNIVERSITY”) and ______________________________ (hereinafter called “MEMBER”).

WHEREAS, Temple University (lead site), the University of Arizona and Arizona State University (hereinafter called the "Center Universities") have established an Industry/University Cooperative Research Center for Water and Environmental Technology (hereinafter called "CENTER") and the parties to this Agreement intend to join together in a cooperative effort to support the CENTER to maintain a mechanism whereby the university environment can be used to perform research to advance the field and technologies of monitoring, maintenance and improvement of water quality through consideration of the levels, fate, transport, toxicity, removal, prevention, analytical methods, sensors, forensic studies and other related topics.

WHEREAS, this program will strengthen the Center Universities’ research and teaching capabilities:

The parties hereby agree as follows:

A. Personnel of the Center Universities shall conduct CENTER research, perform technology evaluation, provide the academic and industrial community with enhanced educational capability in the field of water and environmental technologies, and facilitate information exchange and technology transfer. For the first five years, the CENTER will be supported jointly by industrial firms, federal laboratories, the National Science Foundation (NSF), the applicable state and the UNIVERSITY. The research projects funded by annual payments by members as set forth in Clause C of this Agreement are identified hereinafter as "Center Projects."

B. Any U.S. corporation and government organization may become a sponsor of the CENTER, consistent with applicable state and federal laws and statutes.

C. MEMBER agrees to contribute $30,000 annually in support of the CENTER and thereby becomes a Full Member. This membership agreement is effective for the period (Enter specific dates). MEMBER may enter into further agreements for future membership periods and contributions. Payment of these membership fees shall be made to the UNIVERSITY as one lump sum (or invoice schedule outlined in Appendix A).

Checks from MEMBER are to be made payable to THE UNIVERSITY OF ARIZONA and mailed to:

Sponsored Projects Services
University of Arizona (FRS # 442580)
P.O. Box 3520
Tucson, AZ 85722-3520

Federal Tax No. 74-2652689
For FedEx or other expedited delivery, send payments to:

The University of Arizona  
Bursar’s Office (FRS # 442580)  
888 N. Euclid Ave., Room 104  
Tucson, AZ 85719  
Ph: (520) 621-1998

Because research of the type to be done by the CENTER takes time, and research results may not be obvious immediately, MEMBER joins CENTER with the intention of remaining a fee paying member for at least three years. However, MEMBER may terminate this Agreement by giving UNIVERSITY 180 days written notice prior to the current contractual year. Should MEMBER exercise its termination option and said termination date occurs prior to the end of the year through which MEMBER has made its contribution, UNIVERSITY shall not be obligated to provide a refund on any portion thereof.

UNIVERSITY agrees to contribute indirect costs related to the membership of industrial and governmental members of the CENTER. 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, as per the terms of this Agreement.

D. The organization and operation of CENTER shall be in accordance with CENTER bylaws that will be established and adopted at the first Industrial Advisory Board meeting. The bylaws, when adopted, will become part of this Agreement.

E. 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.

The operation of this board is specified in the bylaws.

F. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. MEMBER, 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 sixty (60) days from the date of submission to MEMBER, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted to MEMBER. Should the proposed publication be a student thesis or dissertation, UNIVERSITY and MEMBER hereby agree to use their best efforts to complete all reviews of material contained therein and any necessary patent application procedures evolving therefrom in such a manner as not to impede the students’ completing their requirements for graduation or completion of a degree.

G. All 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 inventions developed from this work, subject to “march-in” rights as set forth in this Act.
CENTER MEMBERS that wish to obtain rights to a license in any CENTER invention agree to share on an equal basis with other such CENTER MEMBERS in all patent costs relating thereof, including the costs of patent application, prosecution, and maintenance. UNIVERSITY agrees that all such CENTER MEMBERS are entitled to a nonexclusive royalty-free license. Should any CENTER MEMBER request an exclusive, royalty-bearing license to any CENTER invention, and such request is approved by the UNIVERSITY and all other CENTER MEMBER, then such MEMBER shall pay all patent-related costs thereto. MEMBER will have the right to sublicense its subsidiaries and affiliates.

The parties mutually acknowledge that the US government, as a matter of statutory right under 35 US Code, may hold a nonexclusive license and certain other rights under patents on inventions made as a consequence of research whose funding includes funds supplied by the US government. In the event the US government has such rights, or in the future is found to have such rights with respect to all or any new inventions or discoveries, any license contemplated under this Agreement, even if termed an ‘exclusive’ license, shall be understood to be subject to the rights of the US government, without any effect on the parties’ remaining obligations, as set forth in the license or in this Agreement.

H. Title to any materials subject to copyright, including software, developed by CENTER shall vest in UNIVERSITY. At the request and expense of MEMBER, CENTER shall register such copyrights in the name of the UNIVERSITY. MEMBER shall be entitled to a nonexclusive, royalty-free license to all copyrightable material, including software developed by CENTER. MEMBER will have the right to modify and market such software. UNIVERSITY shall own all such modified software and derivative works, and MEMBER shall be entitled to a nonexclusive, royalty-free license to such modified software and derivative works, with royalties due to UNIVERSITY 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 MEMBER.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accordance with the UNIVERSITY’s royalty distribution schedule.

J. Neither party is assuming any liability for the actions or omissions of the other party. MEMBER will indemnify and hold UNIVERSITY 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 MEMBER.

K. MEMBER shall not use the names of UNIVERSITY or CENTER in any advertising or promotional material without first having the proposed use approved in writing by the UNIVERSITY’S Vice President for Research or his/her designee. Neither UNIVERSITY nor CENTER shall use MEMBER’s name in any advertising or promotional materials, other than as a list of current CENTER membership, without the prior written consent of the appropriate MEMBER official.
L. This agreement is made under and shall be construed and enforced in accordance with the laws of the State of Arizona.

M. The provisions contained herein constitute the entire agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject material hereof. This Agreement may not be changed, altered, or supplemented except by written amendment hereto, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative.

UNIVERSITY OF ARIZONA

__________________________________________________________
Date: _____________

Acknowledged by:
Ian L. Pepper, Director
Water and Environment Technology (WET) Center

Date: _____________

MEMBER

__________________________________________________________
Date: _____________
Addendum for Water and Environment Technology (WET) Agreements with the Arizona Board of Regents on behalf of the University of Arizona or Arizona State University

This is an addendum to and made part of the Water and Environment Technology (WET) Center Agreement between MEMBER and the Arizona Board of Regents on behalf of the University of Arizona or Arizona State University entered into _____ _____________.

COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Immigration.

STATE OBLIGATION. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should this Legislature fail to appropriate the necessary funds or if the University’s appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the agreement or cancel the agreement without further duty or obligation. The Board agrees to notify the Sponsor as soon as reasonably possible after the unavailability of said funds comes to the Board’s attention.

CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. 38-511 and the State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension hereof is in effect.

ARBITRATION. In the event of a dispute hereunder that involves the sum of Fifty Thousand Dollars ($50,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties will submit the matter to binding arbitration pursuant to the Arizona Arbitration Act, ARS 12-1501, et seq., (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

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IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date and year first above written.

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