

**NSF Industry/University Cooperative Research Center
Center for Identification Technology Research (CITeR)
Affiliate Agreement**

This Agreement is made this _____ day of 20____ by and between _____ (hereinafter called "UNIVERSITY") and _____ (hereinafter called "COMPANY") for the Center comprising and acting through the Center for Identification Technology Research, which is defined as all Center for Identification Technology Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Identification Technology Research (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to develop new identification technologies, develop a better understanding of identification systems, and stimulate industrial innovation.

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at, or under subcontract to, the UNIVERSITY. Participants (hereinafter called RESEARCH PARTICIPANTS) may include both the UNIVERSITY's faculty and those of other universities. RESEARCH PARTICIPANTS from other than UNIVERSITY and their institutions shall be bound to the terms of this agreement through the terms of their project subcontract(s). For the first four years, the CENTER will be supported jointly by industrial firms, Federal organizations and agencies, the National Science Foundation (NSF), the State, and the UNIVERSITY.
- B. Any COMPANY, Federal Research and Development organization or agency, 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 Industrial Advisory Board.
- C. COMPANY agrees to contribute a minimum of \$40,000 annually in support of the CENTER and thereby becomes an affiliate. Payment of these affiliate fees shall be made as a lump sum effective _____; or in four equal quarterly installments on _____, _____, _____ and _____ of each year of sponsorship. Checks from COMPANY should be mailed to _____ and made payable to _____. 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 affiliate for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY 90 days written notice prior to the termination date. If terminated within the year, the full affiliate fee for that year will be paid by COMPANY.

UNIVERSITY agrees to contribute indirect charges related to the fees of industrial and Federal affiliates 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 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.

- E. There will be an Affiliate Advisory Board composed of one representative from each affiliate. 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. 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 four (4) months 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.
- G. 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 any government "march-in" rights as set forth in this Act. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for (or share if more than one company) the costs of all patent expenses. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. Any COMPANY taking a royalty free license will have the right to sublicense its wholly owned subsidiaries and affiliates. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive fee-bearing license through one of its agents.
- H. 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. 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 5% of a fair sale price of the software product sold or licensed by COMPANY.
- I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed as follows:
 - (1) 30% to inventor, or in accordance with UNIVERSITY royalty-sharing schedule,
 - (2) 50% to UNIVERSITY, and
 - (3) 20% to CENTER operating account, or to the UNIVERSITY in the event that CENTER is no longer in operation.
- J. Neither party is assuming any liability for the actions or omissions of the other party. Each party will be responsible and liable for the actions of its own people in performing the actions or work under this agreement.

	UNIVERSITY	COMPANY
Name:	_____	_____
Title:	_____	_____
Signature:	_____	_____
Date:	_____	_____
For:	_____	_____
e-mail:	_____	_____