

Version S-12  
Modified 5/2012

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

This Agreement is made this \_\_\_\_\_ day of 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called "UNIVERSITY") and \_\_\_\_\_ (hereinafter called "COMPANY").

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 qualifying as a small business under federal guidelines may become an associate affiliate sponsor of the CENTER, consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute a minimum of \$10,000 annually in support of the CENTER and thereby becomes an associate 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 and associate 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. Each associate affiliate will have voting rights proportional to the funding contributed relative to a regular affiliate.

F. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER.

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.

H. Copyright registration shall be obtained for software developed by CENTER.

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: \_\_\_\_\_

Members of Associate Affiliate Cooperative led by COMPANY

Organization 1

Organization 2

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature/date: \_\_\_\_\_

For: \_\_\_\_\_

e-mail: \_\_\_\_\_