

I/UCRC Industrial Membership Agreement  
**Small Business**

Industry/University Cooperative Research Center  
For  
Net-Centric Software and Systems

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between **The University of North Texas** (hereinafter called "UNIVERSITY") and \_\_\_\_\_ (hereinafter called "COMPANY").

WHEREAS, COMPANY intends to join together with Southern Methodist University, The University of Texas at Dallas and University of North Texas (hereinafter collectively referred to as "ACADEMIC MEMBERS") in a cooperative effort to support an **Industry/University Cooperative Research Center for Net-Centric Software and Systems** (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used *to perform research to collectively promote and undertake research, education, technology development, technology transfer, and technological workforce development to enable the nation to transition into the new, net-centric operations paradigm.*

The parties hereby agree to the following terms and conditions:

- A. COMPANY is a Small Business Concern as defined by the Small Business Association and qualified to participate in the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) authorized under 15 U.S.C. §638.
- B. CENTER will be operated by certain faculty, staff and students at the ACADEMIC MEMBERS. For the first five years the CENTER will be supported jointly by industrial firms, federal laboratories, the National Science Foundation (NSF), the state and the ACADEMIC MEMBERS.
- C. 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 Industrial Advisory Board.
- D. COMPANY agrees to contribute Ten Thousand Dollars (**\$10,000**) annually in support of the CENTER and thereby becomes an Industrial Member. Payment of these membership fees shall be made to the University of North Texas effective \_\_\_\_\_ ("Anniversary Date"), as a lump sum payment or in four equal quarterly installments on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ of each year of sponsorship. Checks from COMPANY should be mailed to:

University of North Texas  
Office of Research Services  
1155 Union Circle #305250

Denton, Texas 76203-5017

and made payable to the University of North Texas.

COMPANY further agrees to provide a match amount, from non-federal funds, of Twenty Thousand Dollars (\$20,000) annually. Documentation of in-kind support shall be submitted to CENTER at the end of the current membership term.

Because research of the type to be done by CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the intention of remaining a fee paying member for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY ninety (90) days written notice prior to the termination date.

The results of CENTER research will be made equally available to all Industry Members. Ownership of patents and copyrights that result from CENTER research will remain with UNIVERSITY, as per the terms of this Agreement.

- E. There will be an Industrial Advisory Board composed of one representative from industrial member. This board makes recommendations on:
  - a. the research projects to be carried out by CENTER, and
  - b. the apportionment of resources to these research projects.
  
- F. ACADEMIC MEMBERS reserve 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 ninety (90) days 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 ACADEMIC MEMBERS. ACADEMIC MEMBERS, 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. COMPANIES that were Industry Members at the time of disclosure and wish to exercise rights to a non-exclusive, royalty-free license or to an exclusive, royalty-bearing license for commercial use (subject to the Bayh-Dole Act) agree to pay for the costs of patent application. ACADEMIC MEMBERS agree that all such CENTER members are entitled to a non-exclusive, 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, royalty-bearing license through one of its agents. COMPANY has the right to sublicense its subsidiaries and affiliates.
  
- H. Copyright registration shall be obtained for software developed by CENTER. COMPANY shall be entitled to a non-exclusive, royalty-free license to all software developed by CENTER.

IN WITNESS WHEREOF, this Agreement is effective as of the date first set forth above.

**UNIVERSITY OF NORTH TEXAS**

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Andrew M. Harris  
Vice President for Finance and Administration

Date

**COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_