

**Industry/University Cooperative Research Center
Center for Arthropod Management Technologies
Membership Agreement
(for Non-Government & Non-Profit Organizations)**

This Agreement is made this day of by and between Iowa State University of Science and Technology (hereinafter called "UNIVERSITY") and ... (hereinafter called "Company") for the Center comprising and acting through the Center for Arthropod Management Technologies (CAMTech), which is defined as all CAMTech 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 Arthropod Management Technologies (hereinafter called "CENTER") led by the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research toward optimizing the efficacy of arthropod pest management, and training of research personnel.

WHEREAS, the University of Kentucky Research Foundation and UNIVERSITY have entered into an Inter-Institutional Agreement, in a cooperative effort to establish and support the CENTER, and the CENTER intends to maintain a mechanism whereby the CENTER environment can be used to perform research for the CENTER at the University of Kentucky Research Foundation, ISU, and/or future universities (hereinafter collectively called the "Collaborating Universities") in the area of CAMTech.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY and other Research Sites at the other Collaborating Universities. For the first five years, the CENTER will be supported jointly by industrial firms, the National Science Foundation (NSF), and the Collaborating Universities. It is possible that the UNIVERSITY may receive support from NSF for an additional ten years.

B. 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.

C. COMPANY agrees to contribute \$25,000 annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to Iowa State University 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 ISU at Sponsored Programs Accounting, 2221 Wanda Daley Drive, 1810 Administrative Services Building, Ames, Iowa 50011-1004, and made payable to Iowa State University with a note in the memo section indicating the payment is for CAMTech membership. 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 member for at least two years.

However, COMPANY may terminate this Agreement by giving UNIVERSITY 90 day's written notice prior to the termination date.

D. 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 CENTER Operating Procedures.

E. UNIVERSITY reserves the right to publish in scientific 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 30 day(s) from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to COMPANY.

F. 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 and / or other relevant University Research Site. These universities, 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.

G. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license during its period of membership. COMPANY will have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license agree to pay their pro-rata share of reasonable costs of protecting the intellectual property, including patent filing, prosecution and maintenance. COMPANIES that were members at the time of disclosure of the intellectual property and wish to exercise rights to a royalty-free, non-exclusive license agreement for any patented intellectual property shall notify CENTER in writing within sixty (60) days of receiving notice that the intellectual property is available for license, and the COMPANIES shall pay all allocated costs of obtaining patent protection.

H. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive fee-bearing license through one of its agents. COMPANY has the right to sublicense its subsidiaries and affiliates.

I. Any royalties and fees received by a Collaborating University under this Agreement, over and above expenses incurred, will be distributed according to that university's royalty distribution policy, with the understanding that 33% will accrue to the CENTER operating account, or to the relevant Collaborating 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 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. Any official notice, invoice, and other correspondence between the parties under this Agreement shall be in writing and delivered by no less than First Class U.S. Mail service or facsimile transmission addressed to the other party's administrative contact as follows:

	COMPANY	CAMTech Administrative	ISU: Business Matters
Name		Dr. Bryony Bonning	Industry Contracts-OIPTT
Title		Director, CAMTech	
Address		339 Science II Ames, IA 50011-1031	1805 Collaboration Place, Suite 2100 Ames, IA 50010
Phone		515-294-0150	515-294-4740
Fax		515-294-2995	515-294-0778
Email		camtech@iastate.edu	industry-contracts@iastate.edu

IN WITNESS WHEREOF, UNIVERSITY and COMPANY have caused this Agreement to be executed by their duly authorized officials, to be effective as of the Sponsorship Effective Date indicated below Affiliate's signature, which day and month in subsequent years in which AFFILIATE adheres to the terms of this Agreement shall be called the anniversary date of this Agreement.

COMPANY: <Company name>

_____/_____
 Name: _____ Date
 Title:

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Read and understood: _____ Agreed and accepted: _____
 _____/_____
 Name: Bryony Bonning Date Name: _____ Date
 Title: Professor and Director, CAMTech Title:
 Industry Contracts-OIPTT

Date Sponsorship is to Become Effective:

- October 1, 20__ January 1, 20__ April 1, 20__ July 1, 20__