

This Agreement is made this ____ day of _____ by and between the University of _____ (hereinafter called "University") and _____ (hereinafter called "Company") for the Center comprising and acting through the Center for Hardware and Embedded Systems Security and Trust (CHEST), which is defined as all CHEST 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 Hardware and Embedded Systems Security and Trust (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to further the field of Hardware and Embedded Systems Security and Trust, the parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. 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 UNIVERSITY. 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 member of the CENTER, consistent with applicable state and federal laws and statutes.
- C. COMPANY agrees to contribute **\$50,000** annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to the University of ____ as a lump sum effective ____; or in four equal quarterly installments on _____, _____, _____ and _____ of each year of membership. Checks from COMPANY should be mailed to _____ University 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 member for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY 90 days 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 bylaws.
- E. 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 ____ day(s)/year(s) from the date of submission to COMPANY, provided that COMPANY makes a written request and justification for such delay within ____ days from the date the proposed publication is submitted by certified mail 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. UNIVERSITY will take such action as is necessary to ensure that it has ownership of all patents developed from this work, and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act.
- G. UNIVERSITY agrees that all CENTER members are entitled to a nonexclusive royalty-free license. 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 patent application and maintenance costs.
- H. If only one COMPANY seeks a license, that COMPANY may obtain a fee-bearing license that is exclusive, except that the license is subject to the rights of the federal government under the Bayh-Dole Act. COMPANY has the right to sublicense its subsidiaries and affiliates.
- I. 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 ___% of a fair sale price of the enhanced software product sold or licensed by COMPANY.
- J. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed as follows: (1) ___% to inventor, or in accordance with UNIVERSITY royalty sharing schedule, (2) ___% to the University of ___, and (3) ___% to the CENTER operating account, or to the College of ___ in the event that CENTER is no longer in operation.

For-Profit Members:

- K. 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 of expense results from the negligence of a party's agents or employees.

Governmental Entities:

- K. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement,

whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.