Center for Design and Advanced Manufacturing of Integrated Microfluidics
An NSF Industry/University Cooperative Research Center

Industry/Sponsor Membership Agreement
(Non-Negotiable Standard Agreement)
University Reference ID: XXXXX

This Industry/Sponsor Membership Agreement ("Agreement") is effective as of the date of the last signature hereto ("Effective Date") and is entered into by and between

The Regents of the University of California, on behalf of its Irvine campus ("UCI"), a University organized under the laws of the State of California having an office located at 5171 California Avenue, Suite 150, Irvine, CA 92697 (hereinafter "University" or "University Research Site")

and

[ENTER SPONSOR MEMBER NAME HERE], a [ENTER ENTITY DESCRIPTION HERE] organized under the laws of the State of [ENTER STATE OF INCORPORATION HERE] having a principal place of business located at [ENTER SPONSOR ADDRESS HERE] ("Sponsor").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center described as the Center for Design and Advanced Manufacturing of Integrated Microfluidics (hereinafter “Center”) involving the University of California, Irvine ("UCI"), the University of Cincinnati ("UCinn"), and other university research sites, all of which are supported by the National Science Foundation for this Center (hereinafter collectively referred to "University Research Sites"); and

WHEREAS, the purpose of Center is to maintain a mechanism whereby the University environment can be used to perform research to facilitate and accelerate state-of-the-art collaborative research in fundamental areas of micro/nano fluidics that are crucial for commercial success and have potential for various biomedical, agricultural, and defense applications.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties hereby agree as follows:

A. Center Operations. The Center will be operated by certain faculty, staff and students at University Research Sites.

B. Initial Support. For the first five years, the Center will be supported jointly by industrial firms, Federal laboratories, NSF, and other sources. It is possible that University Research Sites may receive support from NSF for an additional ten years.

C. Membership Eligibility. Any company, Federal Research and Development organization, Government-owned/contractor-operated laboratory, or nonprofit research organization may become a member of the Center.
D. Initial Commitment & Term.

1. Initial Commitment. Because research of the type to be performed by Center takes time and because research results may not be immediately obvious, Sponsor agrees to join Center with the intention of remaining a fee-paying Center Member for at least two years, except that Sponsor may terminate this Agreement as set forth in Paragraph G below.

2. Term. This Agreement is effective as of the Effective Date and expires after a period of five (5) years thereafter, unless extended by mutual written agreement of the parties or unless earlier terminated.

E. Membership Fee. Sponsor agrees to contribute [$50,000 for Full membership or $25,000 for Associate membership] annually in support of Center (“Annual Membership Fee”). Upon execution of this Agreement and payment of the Annual Membership Fee as set forth in Paragraph F below, Sponsor becomes a “Center Member.”

F. Payment. Payment of the Annual Membership Fee shall be made to University as a lump sum within 30 days of execution of this Agreement or in four equal payments due as follows: 25% due on the effective date and the remaining 75% due in equal payments at 90, 180, and 270 days after the effective date. Payment should be sent to:

CADMIM I/UCRC
Integrated Nanosystems Research Facility
The Henry Samueli School of Engineering
University of California
2220 Engineering Gateway
Irvine, CA 92697-2660

and made payable to “UC Regents.” Under the terms of the NSF grant, 10% of the Annual Membership Fee may be utilized by the Center for administrative cost recovery.

G. Unrestricted Termination. Sponsor may terminate this Agreement by giving University ninety (90) days prior written notice in accordance with Paragraph Q below. In the event of such early termination, Sponsor understands and agrees that no portion of the Annual Membership Fee will be returned.

H. Industrial Advisory Board. The Center will create an Industrial Advisory Board (IAB), composed of one representative from each Center Member, which shall adopt appropriate bylaws. The Industrial Advisory Board will make recommendations on (a) the research projects to be carried out by the Center, (b) the apportionment of resources to these research projects, and (c) changes in the Center bylaws.

I. Publication. University Research Sites each retain the right to publish, in scientific or engineering journals, the results of any research generated by their respective investigator(s) in the performance of a research project supported by Center membership fees, subject to the procedure set forth in Paragraph J below.

J. Review and Comment. Sponsor shall receive a copy of any paper or presentation at least 30 days prior to its submission for publication. Sponsor may provide comments for consideration by the applicable University Research Site(s) during said thirty (30) day review period (“Review Period”).
K. **Publicity.** The Member Sponsors and Universities will not use each other’s marks or names, or identify any members of their respective project staffs, in any publicity, advertising or news release without prior written approval of an authorized representative of the Member Sponsor or University.

L. **Patent Protection Delay.** During its review of the proposed publication, Sponsor may make a determination that a delay in the proposed publication is necessary for patent protection purposes. During the Review Period and upon receipt by University Research Site(s) of a written request for delay in publication in accordance with Paragraph M below, said University Research Site(s) will delay the proposed publication for a period not to exceed an additional sixty (60) days from the date of the requested delay (“Delay Period”) to allow for the filing of a patent application.

M. **Patent Ownership.** All patents derived from inventions conceived and first actually reduced to practice in the course of research conducted by Center, (Center Sponsored Patents), shall belong to the University Research Site(s) employing the inventor(s) pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, and subject to "march-in" rights of the Federal Government as set forth in the Act. The University Research Site(s) owning such patents will protect its Center Sponsored Patents according to its standard practices. University Research Site(s) shall promptly and confidentially disclose to Center Members any Center Sponsored Patents. Center Members shall hold such disclosures on a confidential basis and shall not disclose the information to any third party or use the information without the prior written consent of each University Research Site(s) which holds an ownership interest in the Center Sponsored Patent of interest. Each Center Member shall advise each University Research Site(s) holding an ownership interest in the Center Sponsored Patent of interest in writing within sixty (60) days following University Research Site(s)'s disclosure whether or not it elects to secure a license as set forth in Paragraph N “Patent Licenses” below.

N. **Patent Licenses.** University Research Sites agree that all Center Members are entitled to negotiate a non-exclusive, royalty-free license to use Center Sponsored Patents. The Center Members will have the right to sublicense to their subsidiaries and affiliates. If a Center Member wishes to exercise rights to negotiate a royalty-free license, such Center Member agrees to pay for all costs of the patent application(s) and maintenance. If one Center Member wishes to pursue an exclusive royalty-bearing commercial license to Center patents related to the advanced design and manufacturing of integrated microfluidics, such license will be negotiated directly with the owning University Research Site(s) and administered according to said University Research Site(s)’s standard practices, and such Center Member agrees to pay for all costs of the patent application(s) and maintenance.

O. **Software Licenses.** All Center Members shall be entitled to negotiate a non-exclusive, royalty-free license to use all software developed by Center through research funded by the Annual Membership Fees (“CADMIM Software”). The Center Members will have the right to enhance and modify CADMIM Software, thereby making derivatives, and Center Members shall have the right sell CADMIM Software and such derivatives subject to the payment of royalties to the University Research Site(s) owning the CADMIM Software under a separate license agreement. Such royalties shall be negotiated, in good faith, based on the value of the CADMIM Software.

P. **Royalty Distribution by University Research Sites.** Any royalties and fees received by a University Research Site granting a license pursuant to this Agreement will be distributed in accordance with said institution’s royalty distribution policy.

Q. **Notices.** Any required notices to be given under this Agreement shall be made to the following representatives of the parties by recognized express courier (all charges prepaid, signature required):
R. **Indemnification.** Sponsor agrees to and does hereby indemnify, hold harmless and save from liability the University Research Sites (both individually and collectively), including their officers, employees and students, from and against any and all claims, demands and actions arising out of or relating to Sponsor’s commercial use of reports or information provided, or technology licensed, to Sponsor under this Agreement.

S. **No Warranties.** UNIVERSITY RESEARCH SITES DISCLAIM ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THAT THE USE OF ANY OF THE INVENTIONS, SOFTWARE, OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES.

T. **IRS Proc 2007-47.** Sponsor acknowledges that in the event of a conflict between the Center Bylaws or this Agreement and the requirements of Section 5.03 of IRS Revenue Procedure 2007-47 (and interpretations thereof) dealing with cooperative research agreements, said Section 5.03 shall prevail. The University reserves the right to amend the Bylaws or this Agreement to the extent necessary to ensure said University’s, and the University Research Sites’, continued tax-exempt status or continued compliance with tax covenants made by the University Research Sites in connection with the issuance of tax-exempt bonds, or to comply with other laws or regulations.

U. **Independent Contractors.** University Research Sites and Sponsor are independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

V. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

W. **Governing Law.** This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine.

X. **Amendments or Changes.** This Agreement constitutes the entire agreement between Sponsor and University and supersedes in their entirety any and all oral or written agreements previously existing between the parties with respect to the subject matter. Amendments or changes to this Agreement must be in writing and signed by the parties’ authorized representatives.

Y. **Electronic Signatures.** The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may be used.
have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

IN WITNESS THEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by duly authorized representatives as set forth below.

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