Center for Advanced Design and Manufacturing of Integrated Microfluidics

An NSF Industry/University Cooperative Research Center

CADMIM I/UCRC

Membership Agreement for Industry Members

(Non-Negotiable Standard Agreement)

University Reference ID: XXXXX (to be completed by University of California, Irvine)

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_\_ by and between The Regents of the University of California, on behalf of its Irvine campus, (hereinafter called "UNIVERSITY") and \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "COMPANY") for COMPANY’S participation in the Center for Advanced Design and Manufacturing of Integrated Microfluidics - CADMIM (“CENTER”), including all CADMIM University Research Sites funded by the Industry/University Cooperative Research Center (“I/UCRC”) program of the National Science Foundation. UNIVERSITY and COMPANY are each a “Party” and collectively, “Parties”.

WHEREAS, the Parties intend to join together in a cooperative effort to support the CENTER, headquartered at UNIVERSITY to maintain a mechanism whereby the UNIVERSITY and all affiliated University Research Sites can be used to perform research related to micro/nano fluidics that have the potential for biomedical, agricultural and defense applications. The Parties hereby agree to the following terms and conditions:

1. CENTER will be operated by certain faculty, staff, and students at the UNIVERSITY and affiliated University Research Sites.
2. Any COMPANY, Federal laboratory, or any Government-owned contractor operated laboratory may become a member of the CENTER, consistent with applicable state and federal laws and statutes.
3. 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 as a lump sum effective \_\_\_\_\_ for each year of membership. Checks from COMPANY should be mailed 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.” 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 thirty (30) days written notice prior to the termination date.

1. There will be an Industrial Advisory Board (“IAB”), as defined in the Center Bylaws (attached as Exhibit 1), composed of one representative from each member. The IAB makes recommendations on (i) the research projects to be carried out by CENTER (ii) the apportionment of resources to these research projects, and (iii) changes in the Bylaws.
2. UNIVERSITY and University Research Sites 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 thirty (30) day(s) from the date of submission to COMPANY such that COMPANY may request removal of any COMPANY confidential information contained in the planned publication. UNIVERSITY shall remove any COMPANY confidential information included in said planned publication
3. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER (“INVENTIONS”) shall belong to UNIVERSITY or University Research Site whose employees conceived and reduced the INVENTION to practice (“INVENTING UNIVERSITY”), either solely or jointly. INVENTING 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.
4. UNIVERSITY and all University Research Sites that are parties to this Agreement agree that 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 non-exclusive royalty-free license agree to pay patent application and maintenance costs.
5. If only one COMPANY seeks a license, that COMPANY may obtain a fee-bearing license through one of its agents 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 rights under any exclusive license.
6. COMPANY shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER for internal use by the COMPANY. 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 25% of a fair sale price of the enhanced software product sold or licensed by COMPANY.
7. Any royalties and fees received by INVENTING UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed as in accordance with the INVENTING UNIVERSITIES’ respective policies.

For-Profit Members:

1. 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 and in proportion to 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:

1. 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.
2. This Agreement contains the full and complete agreement between the Parties and supersedes in their entirety any and all oral or written agreements previously existing between the Parties with respect to the subject matter.  This uniform, non-negotiable agreement is being adopted by the CENTER at the direction of the National Science Foundation.  Any provisions that appeared in a prior version of the Membership Agreement which are not described herein will now be incorporated into the CENTER Bylaws.  All modifications to this Agreement must be in writing and signed by mutual agreement.  No verbal agreements or conversations with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Membership Agreement. The terms and conditions of any purchase order or other instrument issued by COMPANY in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect.

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| **For COMPANY** |  | **For The Regents of the University of California** |
| **Signature** | **Date** |  | **Signature** | **Date** |
|  |  |  | David Gibbons |  |
| **Name (please print)** |  | **Name (please print)** |
|  |  | Director, Industry Sponsored Research |
| **Title** |  | **Title** |  |
|  |  | The University of California – Irvine Campus |
| **Company Name** |  | **University/Campus** |  |
|  |  | 5270 California Avenue |
| **Street Address** |  | **Street Address** |  |
|  |  | Irvine, CA 92679-7700 |
| **City, Country, ZIP Code** |  | **City, Country, ZIP Code** |  |
|  |  | gibbonsd@uci.edu  |
| **Email Address** |  | **Email Address** |  |
|  |  | 949-824-3624 |
| **Phone** |  | **Phone** |  |