

Industry/University Cooperative Research Center
Membership Agreement

This Agreement is made this _____ day of 20____ by and between the Center for Information Protection comprised of Iowa State University and others who join subsequent to the approval of this agreement (hereafter called "UNIVERSITY or UNIVERSITIES") led by Iowa State University (hereinafter called "ISU") and _____ (hereinafter called "COMPANY").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for cyber protection research (hereinafter called "CENTER") at the UNIVERSITIES to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research based the recommendations of the Industrial Advisory Board.

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITIES. 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 UNIVERSITIES. It is possible that the UNIVERSITIES may receive support from NSF for an additional five 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. 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 UNIVERSITIES and two-thirds of the Industrial Advisory Board.
- C. COMPANY agrees to contribute \$_____ annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to the ISU as a lump sum effective _____ of each year of sponsorship. Checks from COMPANY should be mailed to Doug Jacobson, Director of Center for Information Protection, 2215 Coover Hall, Iowa State University, Ames, Iowa 50011-3060 and made payable to Iowa State University, memo should read "CIP membership fee". Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should join the CENTER with the intention of remaining a fee paying member for at least two years. However, COMPANY may terminate this Agreement by giving ISU 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 procedures. The operation of this board is agreed upon by all members.
- E. ISU 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 one (1) year 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.

- 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 UNIVERSITIES. The 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. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of patent application. The UNIVERSITIES agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license.
- G. 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.
- H. Neither party is assuming any liability for the actions or omissions of the other party. To the full extent permitted under Iowa law 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.

Signature

Print: First and Last Name

Company

Address

City, State, Zip

Email address

Phone

Signature

Joanne Altieri, Director, OSPA
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