**A NSF Industry/University Cooperative Research Center (I/UCRC) for Multi-functional Integrated System Technology (MIST)**

**Lead University: University of Florida, Gainesville, FL**

**Partner University: University of Central Florida, Orlando, FL**

**Partner University: University of Virginia, Charlottesville, VA**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2017 by and between The Rector and Visitors of the University of Virginia, a not for-profit educational institution of the Commonwealth of Virginia located at 1001 North Emmet Street, Charlottesville, Virginia 22903 (hereinafter called "UNIVERSITY") and \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "COMPANY") for the Center comprising and acting through the Center for Multi-functional Integrated System Technology (MIST) which is defined as all Multi-functional Integrated System Technology Center 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 Multi-functional Integrated System Technology (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to translate novel materials, devices, and manufacturing processes into multi-functional integrated systems. 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 **\_\_\_\_\_\_\_\_\_\_\_\_\_** 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 due December 1st prior to each year of membership. Checks from COMPANY should be made payable to The University of Virginia and mailed to

School of Engineering and Applied Science

University of Virginia

P.O. Box 400258

Charlottesville, VA 22904-4258

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 60 days written notice prior to the termination date.

D. The CENTER operates according to bylaws, which are approved by 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 90 days from the date of submission to COMPANY, 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. UNIVERSITY, 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 members are entitled to a nonexclusive royalty-free license. If COMPANY wishes to exercise rights to a royalty-free license, COMPANY must execute a license via the UNIVERSITY and agree to pay patent application and maintenance costs. COMPANY has the right to sublicense its subsidiaries and affiliates.

H. If only one CENTER member seeks a license, that member may obtain an exclusive fee-bearing license from UNIVERSITY. If COMPANY takes an exclusive license, 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 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.

J. Any royalties and fees received by UNIVERSITY under this Agreement, over and above Development expenses incurred as defined by the UNIVERSITY policy, will be distributed according to UNIVERSITY policy.

K. Neither party is assuming any liability for the actions or omissions of the other party. Each party will be responsible, to the extent allowable under the laws of the State in which each is incorporated and without waiving any rights to sovereign immunity or any statutorily provided limits, for 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.

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| <COMPANY>  Name:  Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINA  Name:  Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |