

Wood-Based Composites Center (WBC)

Partner University Membership Agreement

This Agreement (“Agreement”) is made this _____ day of _____ by and between the Wood-Based Composites Center (hereinafter called “CENTER”) The State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University (“OSU”) (hereinafter called “SITE”) and _____ (hereinafter called “PARTNER”) for the purpose of defining the privileges and obligations of participating in CENTER activities and research through subcontract with SITE. PARTNER agrees to the following:

1. As determined by the Center Industry Advisory Board, research subcontracts originating from SITE (from CENTER membership fees) will be directed to PARTNER, with overhead return not greater than 10%.
2. The participation of PARTNER will not compromise or alter CENTER membership benefits and responsibilities as described in the Membership Agreement between SITE(s) and Industry Member(s) (“MEMBER” or “MEMBERS”), hereinafter referred to as “Membership Agreement”.
3. The participation of PARTNER in CENTER funded research affords PARTNER with the intellectual property rights and disclosure responsibilities as described below in Section 4.
4. PARTNER agrees to abide by the terms and conditions of this Section 4 which are in accordance with the Membership Agreement.
 - a. The organization and operation of CENTER must be in accordance with the Membership Agreement. Additional CENTER bylaws may be adopted at any Industry Advisory Board meeting. When adopted, such additions will become part of this Agreement.
 - b. There will be an Industry Advisory Board (IAB) comprised of an Executive Committee and a Technical Committee. Each committee will be composed of one representative from each MEMBER. The Technical Committee makes recommendations on the research projects to be conducted by CENTER, and the apportionment of resources to these research projects. The Executive Committee is responsible for changes in the bylaws.
 - c. PARTNER reserves the right to publish in scientific or engineering journals the results of any research performed by PARTNER. PARTNER will submit any proposed publications to the Managing Director of CENTER, who will notify MEMBERS and distribute publications to MEMBERS. Per the Membership Agreement, any MEMBER shall have the opportunity to review any paper or presentation containing results of the research program of PARTNER prior to publication/presentation, and shall have the right to request a delay in publication for a period not to exceed one year from the date of submission to the Managing Director, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to the Managing Director. The Managing Director will advise PARTNER of any MEMBER’S request for delay, which would have been submitted to the Managing Director per the Membership Agreement.
 - d. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the PARTNER shall belong to PARTNER whose personnel generated the invention. Such PARTNER, 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. Per the Membership Agreement, MEMBERS that wish to exercise rights to a royalty-free license have agreed to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees related to patent expenses. PARTNER agrees that all such CENTER sponsors are entitled to obtain a nonexclusive royalty-free license to inventions generated

during their membership period, which will be written up in a separate license agreement by the

SAMPLE

PARTNER who owns the intellectual property. Per the Membership Agreement, MEMBERS have the right to sublicense to their subsidiaries and affiliates. If only one MEMBER elects a license, that MEMBER has an option to negotiate an exclusive fee-bearing license from PARTNER. If MEMBER takes an exclusive license it would have the right to sublicense to its subsidiaries and affiliates.

- e. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by PARTNER. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by PARTNER for its use. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to PARTNER to be negotiated at the time of a license, based on the worth of the initial software.
 - f. Any royalties and fees received by PARTNER under this Agreement, over and above expenses incurred, will be distributed according to PARTNER'S policy.
 - g. Each party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of the party and its officers, employees, and agents. OSU's liability is subject to the limitations and restrictions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).
- 5. PARTNER will be represented at every semi-annual WBC IAB meeting, using travel funds approved for funded projects. In the event there are no funded projects at PARTNER, a request for one person's airfare and lodging should be made to SITE Director.
 - 6. PARTNER will host WBC meetings per request (no more than once every two years), but that the WBC will pay the meeting expenses.
 - 7. PARTNER agrees to acknowledge the WBC on any publication, presentation, or poster related to Center funded research.
 - 8. A signed Partner University Membership Agreement must be in place before the release of any funds by SITE to PARTNER.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WBC Center Site Director

PARTNER

Name: Arijit Sinha
Title: Director, WBC I/UCRC
Date:

Name:
Title:
Date:

**THE STATE OF OREGON ACTING BY AND THROUGH
THE STATE BOARD OF HIGHER EDUCATION
ON BEHALF OF OREGON STATE UNIVERSITY**

Name (authorized official):
Title:
Date:

Copy: Managing Director (patricia.vega@oregonstate.edu)