

## **Wood-Based Composites Center (WBC)**

### **Membership Agreement**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between Oregon State University (hereinafter called "UNIVERSITY"), for its Forest Research Laboratory, and \_\_\_\_\_ (hereinafter called "COMPANY") for the purposes of participating in the Wood-Based Composites Center (WBC, hereinafter called "CENTER").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the WBC (hereinafter called "CENTER"), at UNIVERSITY and other participating university sites to maintain a mechanism whereby the university environments can be used to perform research on wood-based composite materials and applications, the parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff, and students at the UNIVERSITY. The CENTER will be supported jointly by participating organizations such as industrial firms, Federal laboratories, public funding agencies, the State, and the UNIVERSITY. B. Any COMPANY, Federal Research and Development organization, State organization, or any Government-owned Contractor Operated laboratory may become a sponsor of the CENTER (hereinafter called "MEMBERS"), consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute \$40,000 annually, or an amount agreed upon through majority vote of the Industry Advisory Board's Executive Committee, in support of the CENTER and thereby becomes a MEMBER. Payment of these membership fees shall be made to the UNIVERSITY through which the COMPANY exercises its membership in the CENTER as a lump sum due July 1st of each year of sponsorship, unless arrangements for installment payments are made between COMPANY and UNIVERSITY. Checks from COMPANY should be made payable to Oregon State University, reference WBC Membership, and be mailed to:

College of Forestry  
278 Peavy Forest Science Center  
Corvallis, OR 97331

Because research of the type to be conducted by the CENTER takes time and research results may not be obvious immediately, the 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 90 days of written notice prior to the termination date.

D. The organization and operation of CENTER must be in accordance with this document. Additional CENTER bylaws may be adopted at any Industrial Advisory Board meeting. When adopted, such additions will become part of this Agreement.

E. There will be an Industrial 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.

F. 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/presentation of the paper, 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 COMPANY, for proprietary reasons, 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. Requests for delay must be submitted to the Managing Director.

G. 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 whose personnel generated the invention. Such 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 "marchin" 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 filing, prosecution and maintenance fees, including attorney fees related to patent expenses. UNIVERSITY 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 UNIVERSITY who owns the intellectual property. COMPANY will have the right to sublicense to its subsidiaries and affiliates. If only one COMPANY elects a license, that COMPANY has an option to negotiate an exclusive fee-bearing license from UNIVERSITY. If COMPANY takes an exclusive license it would have the right to sublicense to its subsidiaries and affiliates.

H. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by CENTER. COMPANY shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER for its use. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated at the time of a license, based on the worth of the initial software.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed according to UNIVERSITY'S policy.

J. Neither party is assuming any liability for the actions or omissions of the other party. Each party will 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.

K. UNIVERSITY'S liability is subject to the limitations and restrictions of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

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.

**COMPANY**

**UNIVERSITY**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name: Arijit Sinha  
Title: Professor and Director, WBC  
Date:

\_\_\_\_\_  
Name:  
Title: Associate Dean of Research, College of Forestry  
Date:

Accepted by Authorized Representative

\_\_\_\_\_  
Name:  
Title:  
Office for Sponsored Research & Award Administration  
Date: