

## **Inter-Institutional Agreement Between Center for Advanced Forestry Systems and University XXXXXXXX**

This Inter-Institutional Agreement ("Agreement") is effective Xth day of X, 201X, by and among University XXXXXXXX (hereinafter referred to as "XXX") and University of Maine (hereinafter referred to as "UM"), and such other non-profit universities upon mutual agreement of all current undersigned institutions, to be known collectively hereinafter as "INSTITUTIONS" or individually as an "INSTITUTION."

WHEREAS, the parties to this Agreement have each received or will be receiving funding to support the National Science Foundation Industry/University Cooperative Research Center for Advanced Forestry Systems (hereinafter referred to as "CENTER") in its efforts to perform research to create concepts, methods and tools for the proposed area of science; to stimulate industry innovations; and to provide institutions with strengthened educational and research capabilities.

WHEREAS, the activities of CENTER are funded by (i) the National Science Foundation (hereinafter referred to as 'NSF'), (ii) members from industry (hereinafter referred to as 'MEMBERS'), (iii) direct or indirect budgetary support from the INSTITUTIONS and (iv) other funds that may be received from time to time.

WHEREAS, INSTITUTIONS are desirous of formalizing certain agreements between them with respect to the subject matter contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and intending to be legally bound, INSTITUTIONS hereto agree as follows:

### 1. Center Governance.

- a. The CENTER will have a common Industrial Advisory Board (IAB) composed of a representative of each MEMBER and each INSTITUTION; and a Research Advisory Committee. Each INSTITUTION shall use a common format for its membership agreement, which shall be substantially in the form of the Center for Advanced Forestry Systems Membership Agreement as set forth in Schedule A. INSTITUTION may make changes to the agreement inasmuch as said changes do not affect MEMBERS rights as provided in Schedule A. Changes made to the agreement must be submitted in writing and agreed upon by all INSTITUTIONS and NSF. No response by recipient INSTITUTION(s) within the 30-day period will indicate automatic approval by the recipient INSTITUTION(s).
- b. In accordance with the NSF award, the Center Director will be from University of Maine. Each INSTITUTION shall select a Site Director in accordance with the policies and procedures of each INSTITUTION.

### 2. Center Funding.

- a. During an initial period of the CENTER, each INSTITUTION will receive its own funds directly from NSF, will be responsible for recruiting its own MEMBERS, and will retain membership fees collected from its MEMBERS. INSTITUTION may be directed by IAB to allocate some funds to inter-institutional collaborative research among one or more other INSTITUTIONS. The expectation is that inter-institutional collaborative research projects may constitute approximately <10% of center funds on average, annually.

b. INSTITUTIONS shall jointly pay (in equal shares) for major promotional Center materials, such as brochures, provided however, that each INSTITUTION'S obligation hereunder shall only apply to promotional materials that have been produced with the advance written approval of all participating INSTITUTIONS.

c. Within each INSTITUTION, a separate internal account shall be set up for the operation of the Center. The Director and each Site Director must provide annual budgets based on expected income from all sources to the respective INSTITUTION. These budgets should be made available to the Center Director, the Site Director of the Center and the responsible university officials of such Institution by July 1 of each year.

3. Ownership and Administration of Intellectual Property. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or which may be copyright protected under Title 17 of the United States Code) that results from work sponsored by CENTER funds developed by the INSTITUTION or INSTITUTIONS (collectively "Intellectual Property"). INSTITUTIONS shall maintain records of all CENTER-funded work, including project titles, primary INSTITUTION, and primary investigators. Subject to the rights of MEMBERS contained in Schedule A, all right, title, and interest in and to all Intellectual Property shall be allocated as follows:

a. Solely Owned INSTITUTION Intellectual Property. All Intellectual Property developed or invented by inventors solely at one INSTITUTION shall belong solely to that INSTITUTION ("INSTITUTION Intellectual Property").

b. Jointly Owned INSTITUTION Intellectual Property. All Inventions invented jointly by personnel of two or more INSTITUTIONS will belong jointly to each INSTITUTION whose employees are named inventors ("Joint INSTITUTION Intellectual Property"). In each such case, the technology transfer offices of the INSTITUTIONS jointly owning the Intellectual Property shall agree which INSTITUTION shall be the lead INSTITUTION for commercialization purposes. After identifying the INSTITUTION that will administer the Joint INSTITUTION Intellectual Property, the relevant INSTITUTIONS shall negotiate in good faith an Inter-Institutional Intellectual Property Agreement, which agreement shall contain, inter alia, terms and conditions concerning the sharing of royalties and costs associated with the Joint INSTITUTION Intellectual Property, and providing for sharing information related to the Intellectual Property and commercialization efforts. Regarding any such information received by either INSTITUTION with regards to the Intellectual Property, the receiving INSTITUTION shall use reasonable efforts to limit dissemination pending the determination and/or filing of intellectual property protections.

c. Disclosure and Intellectual Property Protections. Each INSTITUTION shall be responsible for the identification and evaluation of its sole INSTITUTION Intellectual Property and for informing all MEMBERS regarding INSTITUTION Intellectual Property as outlined in the Membership Agreement. If MEMBERS and the inventing INSTITUTION(S) agree that patent protection should be sought and if MEMBERS are interested in securing such protection, the MEMBERS will follow the process outlined in Schedule A. If MEMBERS do not notify the INSTITUTION in writing that the MEMBERS are not interested in procuring protection for the Intellectual Property within sixty (60) days from the date of disclosure, the inventing INSTITUTION(S) may determine on its/their own whether protection will be sought, and such INSTITUTION(S) may dispose of the Intellectual Property.

d. INSTITUTIONS having an ownership interest in Joint INSTITUTION Intellectual Property shall jointly review any Joint INSTITUTION Intellectual Property, evaluate its commercial potential and inform MEMBERS regarding the Joint INSTITUTION Intellectual Property as outlined in Schedule A. If MEMBERS and INSTITUTIONS agree that patent protection should be sought and if MEMBERS are interested in securing such protection, the process will follow that outlined in Schedule A. If MEMBERS are not interested in procuring protection for such Joint INSTITUTION Intellectual Property, INSTITUTIONS will manage the Joint INSTITUTION Intellectual Property according to the terms of the applicable Inter-Institutional Intellectual Property Agreement agreed to by the INSTITUTIONS.

4. License to Use Intellectual Property for Internal Use. With respect to INSTITUTION generated Intellectual Property belonging solely to an INSTITUTION, such INSTITUTION agrees to and does hereby grant to the other INSTITUTIONS, subject to the terms of this Agreement, a nonexclusive, nontransferable, irrevocable, royalty free license for internal, educational and noncommercial research purposes only (without the right to sublicense). This license shall include the right to utilize any information and materials published by CENTER. INSTITUTIONS acknowledge that a separate license agreement may be required by the licensing INSTITUTION in order to convey the rights granted by this paragraph.

5. Publication of Joint INSTITUTION Intellectual Property. Each INSTITUTION with an ownership interest in Joint INSTITUTION Intellectual Property shall have the right to publish research resulting from development of such Intellectual Property. The INSTITUTION desiring to publish such research results shall submit a draft of any such proposed publication to the other INSTITUTION(S) holding ownership interests at least twenty (20) days prior to the submission of the research results for publication. The non-publishing INSTITUTION(S) shall have the right to delay any publication involving its Joint INSTITUTION Intellectual Property for a period of not more than sixty (60) days for the purposes of obtaining patent protection by giving the publishing INSTITUTION written notice before the end of twenty (20) days notice period provided herein. For the purposes of this Agreement, cataloging and placing reports of research results in the library of any INSTITUTION where such results are available to third parties shall be deemed to be a "publication."

6. Confidential Information. a. "CONFIDENTIAL INFORMATION" shall mean any and all information, know-how or data disclosed or provided by one INSTITUTION (hereinafter referred to as "PROVIDER") to another INSTITUTION (hereinafter referred to as "RECIPIENT") about the research activities of the CENTER, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form except for information: i. that is or becomes generally known or available to the public without breach of this Agreement; ii. that is known to RECIPIENT at the time of disclosure, as evidenced by written records of RECIPIENT; iii. that is independently developed by RECIPIENT, as evidenced by written records of RECIPIENT; or iv. that is disclosed to RECIPIENT in good faith by a third party who has an independent right to such subject matter and information.

b. Should RECIPIENT be required by law to disclose CONFIDENTIAL INFORMATION, RECIPIENT shall immediately inform PROVIDER in writing and cooperate with PROVIDER in responding to such requirement.

c. RECIPIENT shall hold in confidence and not disclose any and all CONFIDENTIAL INFORMATION to any third party, and shall use CONFIDENTIAL INFORMATION solely for activities of the CENTER. RECIPIENT shall have the right to disclose CONFIDENTIAL

INFORMATION to employees or agents of its organization ("Representatives") provided that RECIPIENT causes such Representatives to be bound to the terms of this Agreement.

d. Unless otherwise specified in writing, all CONFIDENTIAL INFORMATION remains PROVIDER property. Upon request of PROVIDER, RECIPIENT shall return or destroy all Confidential Information received from PROVIDER, except for one copy, which PROVIDER may keep solely to monitor its obligations under this Agreement.

e. All CONFIDENTIAL INFORMATION shall be held confidential by RECIPIENT for three (3) years after such information is disclosed to RECIPIENT.

f. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the CENTER or CONFIDENTIAL INFORMATION, or as a grant of a license to the CONFIDENTIAL INFORMATION or to any patent or patent application existing now or in the future.

#### 7. Miscellaneous Provisions.

a. This Agreement may not be amended or modified except by the execution of a written instrument executed by all of the parties hereto.

b. In the event that any of the terms, provisions, or covenants contained in this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants not held to be partially or wholly invalid or unenforceable.

8. Term. The term of this Agreement will be from the date first written above and shall continue for the duration of the CENTER contract with NSF.

9. Counterparts. This Agreement and Schedule A hereto may be executed in any number of counterparts and by any party on separate counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Entire Agreement. The Agreement is the entire agreement between the parties regarding the subject matter of this Agreement and it supersedes any prior agreements, understanding or discussions with respect to such subject matter.

IN WITNESS WHEREOF, INSTITUTIONS hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature

UNIVERSITY XXXXXXXXXXXXXXXX

By:

Name:

Title:

Date:

UNIVERSITY OF MAINE

By:

Name:

Title:

Date: