

Center for Advanced Forestry Systems Membership Agreement

This Agreement is made this ENTER DAY day of ENTER MONTH, YEAR by and between University (hereinafter called "UNIVERSITY") and ENTER COMPANY NAME (hereinafter called "COMPANY") for the Center comprising and acting through the Industry & University Cooperative Research Center for Advanced Forestry Systems (CAFS), which is defined as all CAFS 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 Advanced Forestry Systems (hereinafter called "CENTER") led by the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research toward the area of forestry.

WHEREAS, University of Maine and UNIVERSITY have entered into an Inter-Institutional Agreement, in a cooperative effort to establish and support the CENTER, and the CENTER intends to maintain a mechanism whereby the CENTER environment can be used to perform research for the CENTER at existing and/or future universities (hereinafter collectively called the "COLLABORATING UNIVERSITIES") in the area of CAFS.

WHEREAS, UNIVERSITY was responsible for recruiting COMPANY to the CENTER.

The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY and other Research Sites at the other COLLABORATING UNIVERSITIES.

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.

C. COMPANY agrees to contribute annually to the UNIVERSITY in support of the CENTER and thereby becomes a member.

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 90 day's written notice prior to the termination date. Fees paid by COMPANY as a member are not refundable.

UNIVERSITY can terminate this Agreement upon at least thirty (30) days prior written notice to COMPANY if: (a) COMPANY is in breach of this Agreement and fails to cure the breach within this 30-day timeframe; or (b) UNIVERSITY decides to discontinue its involvement in the CENTER; provided, however, that UNIVERSITY agrees that the CENTER will continue to exist, upon mutual agreement of each member, so long as the CENTER has a funding agreement in place with NSF. Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

D. There will be an Industrial Advisory Board composed of one representative from each CENTER 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 30 day(s) 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 and/or relevant COLLABORATING UNIVERSITY. These 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.

G. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.

H. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive fee-bearing license through one of its agents. 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 a COLLABORATING UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accordance with UNIVERSITY intellectual property policy.

K. Neither party is assuming any liability for the actions or omissions of the other party. To the extent allowed by 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. Any and all intellectual property and rights granted and/or provided by UNIVERSITY pursuant to this Agreement are on an "AS IS" basis. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. UNIVERSITY shall not be liable to COMPANY or any third party for loss of profits or for incidental, indirect, special or consequential damages, even if UNIVERSITY has been advised of the possibility of such damages or has or gains knowledge of the existence of such damages. COMPANY shall defend, indemnify and hold harmless UNIVERSITY and its trustees, officers, employees, attorneys and agents ("UNIVERSITY Parties") from and against any and all liability, damage, loss or expense (including reasonable attorney's fees and expenses) incurred by or imposed upon any or all UNIVERSITY Parties in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to

COMPANY or its subsidiaries or affiliates under this Agreement under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

L. Any official notice, invoice, and other correspondence between the parties under this Agreement shall be in writing and delivered by no less than First Class U.S. Mail service or facsimile transmission addressed to the UNIVERSITY's administrative contact.

IN WITNESS WHEREOF, UNIVERSITY and COMPANY have caused this Agreement to be executed by their duly authorized officials, to be effective as of the Sponsorship Effective Date indicated below Affiliate's signature, which day and month in subsequent years in which AFFILIATE adheres to the terms of this Agreement shall be called the anniversary date of this Agreement.

COMPANY:

By:

Name:

Title:

Date:

UNIVERSITY:

By:

Name:

Title:

Date: