

Center for Innovative Sintered Products

This Agreement is by and between The Pennsylvania State University, University Park, Pennsylvania (hereinafter called the "University") and _____ located at _____ (hereinafter called the "Member") in support of the Center for Innovative Sintered Products (hereinafter called the "Center").

The conditions covering this membership agreement shall be:

Membership

New Membership: The initial membership period required of a new Center Member is two (2) years. The initial period covered by this agreement is July 1, _____ through June 30, _____. This membership shall automatically renew unless terminated in accordance with the termination clause. Membership is available from one of the following Membership options:

1. _____ Associate Member – Payments shall be made within thirty (30) days receipt of an invoice. _____ \$10,000 annually
2. _____ Full Member – Payments shall be made within thirty (30) days of receipt of an invoice. _____ \$30,000 annually
3. _____ In-kind contribution, in accordance with Appendix A

Personnel and Facilities

The University shall secure the personnel and provide laboratory facilities, equipment and infrastructure to carry on the activities of the Center.

Advisory Board

An Advisory Board comprised of voting members from industry and government will be established to provide recommendations to the Center management team under the direction of Dr. Donald F. Heaney on proposal requests, educational topics, and technology research and development projects as related to the Center's mission. Each Member shall be entitled to votes in accordance with Center by-laws.

Reports and Theses

The Center shall make available technical progress reports to the Members on a biannual basis. Copies of student theses may be distributed to the Members, as they become available to the Center.

Publications

Publications of Center funded project results shall remain the obligation of the University. Members shall be provided with a copy of any proposed publication or presentation thirty (30) days prior to the submission of such publication or presentation. At Member's request, University agrees to modify any such proposed publication or presentation to preserve the proprietary position of the Member. Upon Member request, the University shall postpone submission for publication as reasonably necessary for the Advisory Board to protect the right to file for patent protection in the U.S.

Intellectual Property

The Center recognizes that Member access to technology developments, process improvements, software, and training materials that arise from Center activities is of prime importance to Center Members. For the purposes of this Agreement, Center Intellectual Property shall be broadly defined as any and all technical know-how, project know-how, reports, discoveries, inventions, processes, process improvements, copyrightable software, and training material that may be conceived and/or made during the performance of any Center funded research project. Following completion of each project or activity a full disclosure of all such intellectual property as described herein will be made to the Advisory Board for a determination of whether or not such Center Intellectual Property should be protected through securing appropriate patent or copyright protection. The University in consultation with the Advisory Board will take all necessary steps to seek appropriate protection in the United States. Ownership of all Center Intellectual Property shall vest with the University. All costs associated with filings to protect Center Intellectual Property shall be paid by the University unless agreed to otherwise.

Granting of Rights

Each Member will at a minimum be granted a non-exclusive, royalty free non-commercial use right to use Center Intellectual Property for its internal research and development. If a Full Member wishes to commercially exploit Center Intellectual Property, Full Member and University in consultation with the Advisory Board will enter into good faith negotiations to establish terms and conditions that are reasonable and customary for this type of technology and not inconsistent with any rights granted to other Members under this Agreement.

If an Associate Member desires to obtain a commercial license then the Associate Member shall be required to pay the additional amount necessary to upgrade to a Full Member at which time the Full Member is entitled to negotiate a commercial license as set forth above.

When Center Intellectual Property has been licensed non-exclusively, organizations not Members at the time of the making of that invention may be granted the same rights as Members, only after becoming a Member and paying the accumulated yearly membership fees to the Center initiating from the year of the disclosure. All of this fee will be contributed by the Center to further Center research.

The disposition of and granting of rights to intellectual property generated from a Member's sponsored research project that is funded by a Member independently of the Center will be agreed upon in a separate agreement in accordance with the University's standard terms and conditions for such commercial use agreed upon by the parties. The results of such sponsored research projects are not considered Center Intellectual Property.

Other Support

If Governmental support has been provided to the Center Invention, the above procedures will be modified to correspond to applicable Governmental patent regulations. If other external sponsorship has funded the Center Invention, rights granted to the external sponsor shall take precedence over the Member's rights set forth above.

Confidential Communications

Member understands that pursuant to the Intellectual Property provision of this Agreement, University may be sending to Member proprietary invention or other intellectual property disclosures (Center Invention Disclosure). In such event, Center Invention Disclosures shall be sent by University directly to an authorized official designated by member and shall be clearly marked "Confidential" or "Proprietary."

Member agrees to use the same degree of care it uses to protect its own commercially valuable proprietary information in protecting disclosures made hereunder. Member shall use the disclosure for the sole purpose of determining its interest in licensing or participating in further development/commercialization thereof and Member shall only make said information available to those who have a direct need to know. Member will be permitted to use said Center Invention Disclosures internally, but will not be permitted to disclose said information to third parties nor to those employees who do not have a need to know. Member's obligations hereunder will not apply to information that was 1) part of the public domain, 2) independently developed by Member, 3) obtained by member from a third party. Such obligation shall expire three (3) years from the date of the Center Invention Disclosure.

Member understands that this Agreement places no obligation upon the University to maintain any proprietary information of Member in confidence and, therefore, Member should not provide any such information to University absent a separate agreement.

Publicity

No advertising or publicity matter having or containing any reference to the University or in which the name of the University is mentioned shall be made by the Member until written approval has been obtained from the University's Public Information Office.

Representation

The Member agrees to designate an official representative through which all official correspondence and interaction will be made.

Official Representative: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Technical Representative: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Termination

This Agreement continues until terminated by one of the parties. Member may terminate this Agreement by giving written notice to the Center one hundred twenty (120) days in advance of the specified anniversary date of the Agreement that Member does not desire to continue to participate in the Center. University may terminate this Agreement in the event that it closes the Center upon one hundred twenty (120) days written notice to Member. Member retains all rights set forth in this Agreement in any Center Intellectual Property developed prior to termination. The rights and obligations governing Confidential Information shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments, and writings between the parties on the subject of this Agreement. SHOULD PROCESSING OF THIS AGREEMENT REQUIRE ISSUANCE OF A PURCHASE ORDER OR OTHER CONTRACTUAL DOCUMENT, ALL TERMS AND CONDITIONS OF SAID DOCUMENT ARE HEREBY DELETED IN ENTIRETY. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of the parties hereto.

Relationship of the Parties

Neither party hereto will be deemed the agent nor legal representative of the other for any other purpose whatsoever and each party will act as an independent contractor with regard to the other in its performance under this Agreement. Nothing herein will authorize either Party to create any obligation or responsibility whatsoever, express or implied, on behalf of the other or to bind the other in any manner, or to make any representation, commitment or warranty on behalf of the other.

In witness whereof, the parties execute this Agreement.

By An Authorized Official of University

By An Authorized Official of Member

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Approved by OSP June 11, 2010

Late Updated June 11, 2010

Appendix A

A Member may count an in-kind contribution for membership dues provided the following conditions are met.

1. A description of the contribution and its value is appended to this Appendix A.
2. A description of how the contribution will be used by the Center for Innovative Sintered Products, written by a Penn State faculty participant, is appended to this Appendix A.
3. In-kind contributions may only be applied toward membership dues two times. The first time 100% of the value of the contribution will count toward dues. The second time 50% of the value of the contribution will count toward dues.
4. In-kind contribution shall be subject to approval by the Center management team.