

Center for Information Protection

Membership Agreement

(Sample)

This Agreement is made this _____ day of 20__ by and between the Center for Information Protection comprised of Stony Brook University and other member Universities, including those that join subsequent to the approval of this agreement, (hereafter called "UNIVERSITY or UNIVERSITIES") and _____ (hereinafter called "COMPANY").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Research Center for cyber security research (hereinafter called "CENTER") at the UNIVERSITIES to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to follow the recommendations of the Industrial Advisory Board.

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITIES. For the first five years, the CENTER will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITIES. It is possible that the UNIVERSITIES may receive support from NSF for an additional five years.
- 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. Federal Research and Development organizations and Government-owned Contractor Operated laboratories may become sponsors of the CENTER on terms and conditions other than those in this agreement upon approval by UNIVERSITIES and two-thirds of the Industrial Advisory Board.
- C. COMPANY agrees to contribute \$_____ annually in support of the CENTER and thereby becomes a member. Payment of these membership fees shall be made to UNIVERSITY as a lump sum effective _____ of each year of sponsorship. Checks from COMPANY should be mailed to TBD. 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 days written notice prior to the termination date.
- D. The organization and operation of CENTER will be specified by CENTER bylaws that will be adopted at the first Industrial Advisory Board meeting. The bylaws, when adopted, will become part of this Agreement.
- E. There will be an Industrial Advisory Board composed of one representative from each 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. The operation of this board is specified 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 of the paper, and shall have the right to request a delay in publication for a period not to exceed six months from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within (a) thirty (30) days from the date an abstract is sent to the company, OR, (b) fifteen (15) days from the date the proposed

publication is sent to the company. Abstracts and full papers would be sent to the administrative and technical contacts specified by the company via email.

- 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 UNIVERSITIES. The 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. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of patent application. The UNIVERSITIES agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license.
- H. 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 or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software.
- I. Neither party is assuming any liability for the actions or omissions of the other party. To the full extent permitted under Iowa 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.