

Industry/University Cooperative Research Center
Membership Agreement – Full Member

This agreement is made this ____ day of _____, 201__ by and between MARQUETTE UNIVERSITY (hereinafter called "UNIVERSITY") 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 Water Equipment and Policy (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research on certain projects as approved by the CENTER Industrial Advisory Board (IAB). The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. During the five-year period of August 1, 2015 through July 31, 2020, the CENTER will be supported jointly by industrial firms, municipal utilities, federal laboratories, the National Science Foundation (NSF), the state, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional five years following the five-year term referenced above.

B. Any company, municipal or public utility, 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 of the UNIVERSITY and two-thirds majority vote of the IAB.

C. COMPANY agrees to contribute \$50,000 annually in support of the CENTER and thereby becomes a full member. Payment of these membership fees shall be made to UNIVERSITY as an upfront lump sum on _____ or as four quarterly installments on January 1, April 1, July 1 and October 1 of each year of sponsorship. Payee and mailing address can be found in Attachment 1. Invoices can be sent upon request as instructed in Attachment 1. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should joint 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. It shall be understood that members who choose to terminate their membership before their payment obligations have been met for the entire year shall act in good faith to make their complete payments for the year to prevent jeopardizing funding for projects that have been approved and authorized by the IAB.

Check payment option below:

Upfront Lump Sum or Quarterly Installments

D. The Center will develop research projects that are selected at the IAB meetings attended by full, associate and public utility members. Associate membership for industry members shall be limited to small businesses as defined by the federal government for purposes of small business innovation research (SBIR) grants. The IAB is composed of one representative from each full, associate and public utility 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) agrees to operational procedures. A member's rights under this Agreement vary depending upon the tier of membership (full, associate or public utility) in areas such as voting rights and the manner in which the member obtains a license for products, practices or procedures developed as a result of Center research activities. A comparison of full, associate and public utility member benefits is provided in Attachment 2.

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 ninety (90) days from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such

delay within sixty (60) days from the date the proposed publication is submitted by email to COMPANY. UNIVERSITY will advise COMPANY of all scheduled publications at least ninety (90) days prior to publication.

F. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the UNIVERSITY shall belong to UNIVERSITY. 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 "march-in" rights as set forth in this Act. As a full member, COMPANY is entitled to a non-exclusive royalty-free license to those inventions conceived or reduced to practice while COMPANY is a full member of the CENTER. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY shall have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of patent application. If only one COMPANY seeks a license, then that COMPANY may obtain an exclusive fee-bearing license through one of its agents.

G. Copyright registration shall be obtained by UNIVERSITY for software developed by UNIVERSITY. As a full member, COMPANY shall be entitled to a nonexclusive, royalty-free license to all CENTER-related software developed while COMPANY is a full member of the CENTER. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated.

H. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed according to UNIVERSITY's Intellectual Property Policy; however, UNIVERSITY agrees to reinvest twenty percent (20%) of all such royalties and fees into the CENTER operating account for as long as the CENTER remains in operation. In the event the CENTER is no longer in operation, all unused amounts and any future royalties and fees received will be returned to or retained by the UNIVERSITY.

I. Neither party is assuming any liability for the actions or omissions of the other party. To the extent authorized by applicable 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.

By an Authorized Official of Company:

Printed Name
Title:

Date

By an Authorized Official of University:

Katherine Durben
Executive Director, Research & Sponsored Programs

Date

ATTACHMENT 1

Please INSERT all information under the "COMPANY Contacts" column to ensure all information is accurate. Please return with executed agreement.

UNIVERSITY Contacts	COMPANY Contacts
ADMINISTRATIVE CONTACT Sherri Kirsch, Contract Administrator Marquette University Office of Research & Sponsored Programs Holthusen Hall Room 341 1324 West Wisconsin Avenue Milwaukee, WI 53233 Telephone: 414-288-5329 Fax: 414.288.1578 Email: sherri.kirsch@marquette.edu	ADMINISTRATIVE CONTACT Name / Title: Address: Telephone: Fax: Email:
TECHNCIAL CONTACT Dr. Daniel Zitomer, Director, Water Quality Center Marquette University College of Engineering Engineering Hall Room 435B 1637 West Wisconsin Avenue Milwaukee, WI 53233 Telephone: 414-288-5733 Fax: 414-288-7521 Email: daniel.zitomer@marquette.edu	TECHNICAL CONTACT Name / Title: Address: Telephone: Email:
AUTHORIZED OFFICIAL Katherine Durben, Executive Director Marquette University Office of Research and Sponsored Programs Holthusen Hall Room 341 1324 West Wisconsin Avenue Milwaukee, WI 53233 Telephone: 414-288-7200 Fax: 414-288-1578 E-mail: katherine.durben@marquette.edu	AUTHORIZED OFFICIAL Name / Title: Address: Telephone: Fax: Email:

Make Checks Payable to: Marquette University

Mail Checks to: Marquette University, Grants Accounting
Attn.: Sa Yang
Office of the Comptroller
PO Box 1881
Milwaukee, WI 53201-1881

If you wish to be invoiced, please contact: Barbara Ploszay
Director, Grants Administration
414-288-3637
barbara.ploszay@marquette.edu



Attachment 2 – Full, Associate and Public Utility Member Benefits

The Water Equipment and Policy I/UCRC Research Center offers three levels of membership: Full Membership, Associate Membership and Utility Membership. Any organization can become a full member. However, only organizations that meet the definition of a small business by the Federal Government’s SBIR program (e.g., no more than 500 employees) can become Associate Members. Only municipal utilities can become Public Utility Members. A municipal utility is defined as a publicly-owned entity that furnishes water distribution and/or treatment or wastewater collection, conveyance and/or treatment to the public at large.

Benefits	Full Members	Associate Members	Public Utility Members *
Member of the Industry Advisory Board (IAB) <ul style="list-style-type: none"> Vote to select and fund projects Vote on changes to bylaws and center operations 	<ul style="list-style-type: none"> <u>YES (5 VOTES)</u> <u>YES (5 VOTES)</u> 	<ul style="list-style-type: none"> <u>YES (1 VOTE)</u> <u>NO</u> 	<ul style="list-style-type: none"> <u>1 VOTE PER \$10,000 OF MEMBERSHIP, ROUNDED DOWN, UP TO 5 VOTES MAXIMUM</u> <u>NO</u>
Royalty-free intellectual property	<u>YES (responsible for payment of patent costs)</u>	<u>NO</u> - but will have first option to negotiate a licensing agreement with the University	<u>NO</u> – but can negotiate a licensing agreement with the University
Attend WEP meetings <ul style="list-style-type: none"> Formal Biannual IAB/National Science Foundation Meetings Periodic informal IAB meetings Periodic project update meetings 	<u>YES</u>	<u>YES</u>	<u>YES</u>
Collaborate with Full Members to provide PIs direction on funded projects	<u>YES</u>	<u>Limited</u> - Full Members collaborate with PIs to meet member needs. Associate Members provide input by working through Full Members	<u>Limited</u> - Full Members collaborate with PIs to meet member needs. Public Utility Members provide input by working through Full Members
Collaborate with PIs on developing project proposals	<u>YES</u>	<u>YES</u>	<u>YES</u>
Access to student researchers	<u>YES</u>	<u>YES</u>	<u>YES</u>
Network with other members	<u>YES</u>	<u>YES</u>	<u>YES</u>
Annual Dues	<u>\$50,000</u>	<u>\$10,000</u>	<u>MINIMUM: \$10,000</u> <u>MAXIMUM: \$50,000</u> <u>Sliding Scale of \$1,000/year per \$1 million in annual total operating revenue</u>

* Any public utility member paying dues at the maximum \$50,000 level is considered a full member and has the same benefits as other full members. All other public utility members have the rights indicated in the “Public Utility Members” column above.