MEMORANDUM OF AGREEMENT

This Agreement is made this ____ day of _________ 20___ by and between Lead Site University, Office of Sponsored Programs (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 - Center for Sustainability of the Food Supply System (hereinafter called "CENTER") at UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to conduct industry-relevant research on processes and packaging for safe and high-quality food and beverage products to be manufactured and distributed in an energy and water efficient manner with minimum food waste.

Whereas, the activities of the CENTER are funded by 1) the National Science Foundation (hereinafter referred to as “NSF”), 2) Industrial Members (hereinafter referred to as “MEMBERS”), and 3) other funds that may be received from time to time.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

A. CENTER will be operated by certain faculty and students at UNIVERSITY. The CENTER will be supported by industrial sponsors including COMPANY, and UNIVERSITY.

B. Any corporation or company with research interests relative to the United States market may become a sponsor of CENTER, consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute $40,000 annually in support of CENTER and thereby becomes a sponsor. Associate membership (less than 500 employees) agrees to contribute $22,500 annually. Checks for payment of these dues shall be made payable to Office of Sponsored Programs. Payment may be made either as a lump sum at the beginning of the fiscal year or in quarterly payments on or before October 1, January 1, April 1, and July 1 of each year of sponsorship. Because research of the type to be done by CENTER takes time and research results may not be obvious immediately, COMPANY joins CENTER with the intention of remaining a dues paying member for at least two years. However, COMPANY may terminate this agreement by giving UNIVERSITY 180 day written notice prior to the termination date. Membership in CENTER shall become effective upon the first quarter following the first payment of installment by COMPANY, and shall be ongoing until such time as COMPANY gives notice of termination. Dues will be evaluated every 2 years, at which time any future increase of not more than 5% will be voted by the IAB for approval.

D. The organization and operation of the CENTER will be as specified by CENTER Bylaws.

E. There will be an Industrial Advisory Board with one vote from each sponsor. This board makes recommendations on (a) the research projects to be carried out by the 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 journals the results of the research by CENTER. Member COMPANIES, however, shall have the opportunity to review any paper containing any of the results of the research program of CENTER prior to submission of the paper for publication and shall have the right to request a delay in publication for a period not to exceed six (6) months from the date of submission to COMPANY to permit the filing of patent applications on any invention or discovery made by CENTER, provided that COMPANY makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is mailed to COMPANY. Publication of information shall be permitted at any time, however, following the use of this information by a sponsoring company in any patent application or product.

G. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by personnel of the CENTER shall belong to the UNIVERSITY. With respect to each patentable invention, conceived in the course of research conducted by personnel of CENTER, UNIVERSITY hereby grants to COMPANY, in accordance with the CENTER Bylaws, the option of a royalty-free non-exclusive non-transferable license to practice such inventions filed after the date of the membership of COMPANY. UNIVERSITY agrees to provide under this grant an executed specific license under any patent applications which may be filed and any and all patents which may thereafter issue on such inventions, if requested by COMPANY. COMPANY has the right to sublicense its subsidiaries and affiliates. In the event of joint inventorship with a COMPANY employee, COMPANY has the right to sublicense subsidiaries and affiliates and other parties required to be licensed by COMPANY'S license agreements. Other patent options may be available as detailed in the CENTER Bylaws.

H. At the request of COMPANY, software developed by CENTER will be copyrighted. Such copyrights will belong to UNIVERSITY. COMPANY shall be entitled to a non-exclusive, royalty-free license to all copyrights developed by CENTER. COMPANY will have the right to sub-license its subsidiaries and affiliates. UNIVERSITY will not release software copyrighted material except pursuant to the terms and conditions of membership in CENTER.

I. COMPANY may accelerate a particular project or create new projects within the CENTER structure. These enhancement projects enable additional funding to be allocated to reinforce and/or expedite new or ongoing projects within a specific research area. Results of enhancement projects are available to all member companies. Proprietary research is handled outside the CENTER structure.

J. Each member company shall waive its right of recovery, claim or cause of action against the UNIVERSITY on account of breach of confidentiality by any other member company. In the event it becomes necessary for an exchange of confidential information between member companies during the course of research projects conducted under CENTER auspices, all such information must be designated in writing as "confidential" by the member company owning the information. COMPANY agrees that, with respect to confidential information revealed to it, COMPANY shall not disclose such information to third parties and agrees to maintain confidentiality of the information for a period of five (5) years using at least the same degree of
care as it uses to protect its own confidential information. The foregoing obligation of confidentiality shall not apply to information which:

(1) was in the public domain at the time of disclosure or comes into the public domain without breach of this Agreement; or
(2) was known to COMPANY at the time of disclosure; or
(3) was independently developed by COMPANY; or
(4) becomes known to COMPANY from a source other than the CENTER without breach of this Agreement.

COMPANY's obligation of confidentiality hereunder shall survive the termination of this Agreement.

K. Employees of COMPANY on temporary assignment with UNIVERSITY will remain subject to COMPANY'S liability insurance protection. UNIVERSITY bears no liability on damage caused to or by employees of COMPANY.

L. This agreement shall be governed by the laws of the State of Ohio.

M. The COMPANY will not use, directly or by implication, the name of UNIVERSITY or the name of any member of the staff, in any publicity or advertising, unless prior written approval of UNIVERSITY of obtained.

N. The UNIVERSITY or CENTER will not use, directly or by implication, the name of the COMPANY or the name of any COMPANY employee in any publicity or advertising, unless prior express written approval of the COMPANY is obtained.

(OFFICER OF THE MEMBER COMPANY)

(OFFICER FOR Lead University Site)