



WPI

Center for
Resource Recovery
and Recycling

Membership Agreement

This Agreement is made this __ day of January 2018 by and between Worcester Polytechnic Institute (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 Resource Recovery and Recycling (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to develop basic science and technology that will enable industry to increase recovery of materials and enhance the recyclability of metallic structural, electronic, and functional materials. The parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. 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 UNIVERSITY. It is possible that the UNIVERSITY 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 member 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 members of the CENTER on terms and conditions other than those in this agreement upon approval by UNIVERSITY and two-thirds of the Industrial Advisory Board.

C. COMPANY agrees to contribute \$ 40,000 annually in support of the CENTER and thereby becomes a member. Payment of these member fees shall be made to Worcester Polytechnic Institute by February 1 of each year of membership. 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 CENTER will begin to develop research projects that are recommended at the first Industrial Advisory Board meeting. There will be an Industrial Advisory Board composed of one representative from each member. This board makes recommendations on (a) research projects to be carried out by CENTER, (b) the apportionment of resources to these research projects, and (c) agrees to operational procedures.

E. The 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 (6) months 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 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. The 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 all applicable rights as set forth in this Act. The UNIVERSITY shall notify COMPANY in a timely manner when an invention has been disclosed to UNIVERSITY ("NOTIFICATION"). CENTER members, including COMPANY, that wish to execute rights to a royalty-free license agree to share the costs of patent application and patent maintenance. The UNIVERSITY agrees that all such CENTER members are entitled to a nonexclusive royalty-free ("NERF") license provided written request is made by each member seeking such NERF license to UNIVERSITY within three (3) months of NOTIFICATION ("NOTIFICATION PERIOD").

COMPANY will have the right to sublicense its subsidiaries and affiliates. If after the NOTIFICATION PERIOD expires only COMPANY seeks a license, then COMPANY may elect to obtain an exclusive fee-bearing license with customary terms through one of its agents. COMPANY has the right to sublicense its subsidiaries and affiliates.

G. Copyright registration shall be obtained for all software developed by CENTER. COMPANY will have the royalty free right to enhance and to re-market enhanced or unenhanced software.

H. COMPANIES joining the CENTER in subsequent years will not have retroactive rights to IP.

I. Neither party is assuming any liability for the actions or omissions of the other party. 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, or damage to, or loss of property that arises out of the performance with this agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of a party's agents or employees. Each party warrants and represents that it has adequate liability insurance for the protection of itself and its officers, employees, and agents, while acting within the scope of their employment by the party. The UNIVERSITY shall have the right to request the appropriate certificates of insurance from COMPANY for the purpose of ascertaining the sufficiency of such coverage.

	<i>University</i>	<i>Company</i>
<i>Name</i>		
<i>Title</i>	_____	_____
<i>Signature</i>	_____	_____
<i>Date</i>	_____	_____