

**Membership Agreement
Industry/University Cooperative Research Center
for
Membrane Science, Engineering and Technology (MAST)**

This Agreement is made effective as of the date of the last signatory hereto (hereinafter "Effective Date"), by and between The Regents of the University of Colorado for the University of Colorado, (hereinafter called "University"), acting through its Membrane Science, Engineering and Technology (MAST) Center, and _____ (hereinafter called "Member").

WHEREAS, the parties to this Agreement desire to join together in a cooperative effort to support an Industry/University Cooperative Research Center for Membrane Science, Engineering and Technology at University to maintain a mechanism whereby the University environment can be used to perform research to create new knowledge and applications related to the industrial applications of membranes.

Now, therefore, the parties hereby agree to the following terms and conditions:

Definitions

"Center" means the Membrane Science, Engineering and Technology Center at the University of Colorado and at other such universities as may join with the University of Colorado to undertake research and graduate training in the field of membrane science and technology.

"Member" means any company that has entered into an agreement with Center substantially similar to this Agreement and remains current with respect to Center membership fees. "Subsidiary" of Member means any commercial entity which Member controls by owning more than 50% of the equity.

- A. Any company, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a Member, consistent with applicable state and federal laws and statutes.
- B. New Members joining the Center after July 1, 2010 enter into this Agreement for an Initial Term of three (3) years from the Effective Date ("Initial Term"). Following new Members' Initial Term, and annually for continuing Members, the Agreement is automatically renewable for additional one (1) year terms ("Renewal Term") unless Member elects to terminate this Agreement by a written notice at least six (6) months prior to the start of any Renewal Term.
- C. (i) Member agrees to pay an annual membership fee, currently fifty thousand dollars (\$50,000), for each year of the Initial Term and any Renewal Term in support of the Center and thereby becomes a Member. Checks from Member should be made payable to "University of Colorado" with a notation "Center for Membrane Science, Engineering and Technology" and mailed to: MAST Center, 432 UCB, University of Colorado, Boulder, CO 80309-0432.

(ii) Payment of said membership fees for each year of membership shall be made to University either as a lump sum or through four (4) quarterly installments. The appropriate initial fee under either such option shall be invoiced by University immediately after the Effective Date. Remaining subsequent fees shall be invoiced by University as follows:

(a) Members choosing the lump-sum payment option shall be invoiced for subsequent fees (currently fifty thousand dollars (\$50,000)) thirty (30) days prior to the start of each Initial Term or Renewal Term contract year (every twelve (12) months after the Effective Date); and

(b) Members choosing the quarterly installment payment option shall be invoiced for subsequent fees (currently twelve thousand, five hundred dollars (\$12,500)) thirty (30) days prior to the start of each quarter (every three (3) months after the Effective Date) during any Initial Term or Renewal Term contract year.

University's failure and/or delay in providing invoices shall not affect Member's obligation to make the required payments in any way. All fees shall be paid by Member within thirty (30) days of University's invoice.

(iii) A maximum of six (6%) per year will be assessed by the University for overhead or related indirect charges.

- D. Center will have 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. Each Member shall have one vote on matters requiring votes regardless of the number of attendees from the Member organization. The operation of this Board is specified in the Center bylaws.
- E. Center will not accept any confidential information from Member under this Agreement. Due to the open academic environment which prevails, Center cannot be responsible for such confidential information. This Article does not limit the right of Member or individual employees of University to enter into confidential disclosure agreements separate from this Agreement. Member agrees to keep all confidential information of Center, including invention disclosures, in confidence and Member agrees not to publish, disclose or otherwise make available the same to any third party without the prior written consent of Center. The obligations described herein shall continue for the term of this Agreement and any renewal thereof, and for a period of three (3) years thereafter. Member shall not be liable for disclosure of confidential information if the same: (i) is or becomes in the public domain; or (ii) is independently developed by Member; or (iii) is required by any law, regulation or statute and/or court order to be disclosed.
- F. University reserves the right to publish scholarly works and deliver public presentations describing the results of any research performed by Center. Member shall have the opportunity to review any such works and presentations at least thirty (30) days prior to planned publication submission and, during said period, to request deletion of potentially patentable subject matter until a provisional or non-provisional patent application has been filed thereon. By submitting a written request to University within said thirty (30)-day period,

Member may secure a delay of up to six (6) months total in order to coordinate patent prosecution with University and other Members.

G. (i) All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by Center shall belong to University. University, pursuant to chapter 18 of Title 35 of the United States Code, commonly called the Bayh-Dole Act, may elect ownership of all patents on inventions made by Center, subject to "march-in" rights as set forth in said Act.

(ii) University shall disclose to Member any inventions, discoveries, or improvements ("Technology") developed by Center during the term of this Agreement. Within six (6) months after disclosure of any such Technology, one or more Members may elect a royalty-free non-exclusive license to make, use and sell the Technology by agreeing in writing to be responsible for the costs of preparing, filing and maintaining a provisional or non-provisional patent application in the U.S. and in any other jurisdictions in which electing Members desire a license. For any jurisdiction in which a patent application is filed, patent costs will be apportioned equally among all Members electing protection in that jurisdiction. If only one (1) Member elects a non-exclusive license within the allotted six (6)-month period, then that one (1) Member may upgrade to a royalty-bearing exclusive license through negotiations with University. After the allotted six (6)-month period, one (1) or more electing Members may secure among themselves any remaining rights by negotiating with University for a royalty-bearing license.

(iii) Provided that rights have not been previously exhausted, Members that did not previously elect a non-exclusive license may do so at any time up to six (6) months after issue of a patent on a Center Technology by paying to the previously electing Members as a group a late fee in an amount equal to one hundred and fifty (150)% of the share of the patent costs borne by those previously electing Members and by agreeing to share on an equal basis any future patent costs. Members may request a license to Center Technology after said six (6)-month period, but will then only be on an equal footing with non-Members.

(iv) University will notify Members holding non-exclusive licenses of any petitions for license by a non-Member. Such Members will have three (3) months after such notification to negotiate with University to upgrade to a royalty-bearing exclusive or co-exclusive license, thereby closing licenses to other parties.

(v) Members that license Center Technology from University may sublicense to their respective Subsidiaries. Members may sublicense to parties other than Subsidiaries, but such third parties may not sell the patented invention, or goods or services made with the patented Technology, to any party other than the Member through which the invention was sublicensed. A Subsidiary divested from a Member that is non-exclusively licensing Center inventions may obtain from University a non-exclusive license to those Center Technologies on terms more favorable than those offered to non-Members.

H. Any patent royalties and fees received by University under this Agreement, over and above patent expenses incurred, will be distributed according to University policy.

I. Neither party assumes any liability for the actions or omissions of the other party. Member agrees to indemnify, defend, and hold harmless University against any actions, claims,

costs, or liabilities for products developed, distributed, offered or made by the Member as a result of any license, information or materials received from the Center.

- J. Any research efforts on behalf of Center will be performed on a "best efforts" basis only and Center does not guarantee specific results. Center disclaims all warranties or representations, express or implied, for merchantability, fitness for a particular purpose, or non-infringement.
- K. Research entities at other universities that have a mission similar or complementary to that of Center may join Center and thereby assume the same rights and duties as those of Center.
- L. No industrial Member may use any non-Center background intellectual property of University or any research entity or other university joining the Center unless authorized to do so in writing by the owner of such background intellectual property.

By the authorized signatures below, the parties agree to the terms of this Agreement.

University

Name: _____

Title: _____

Signature: _____

Date: _____

Member

Name: _____

Title: _____

Signature: _____

Date: _____