Membership Agreement (Member)

Industry/University Cooperative Research Center for Robots and Sensors for the Human Well-Being

This agreement is made effective this [Month, Date, Year] by and between the Center for Robots and Sensors for the Human Well-being, comprised of The University of Minnesota, The University of Pennsylvania, The University of Denver, The University of North Carolina at Charlotte, and Purdue University and others who join subsequent to the approval of this agreement (hereinafter called “UNIVERSITY” or “UNIVERSITIES”) and [Company Name, including lab name information if applicable] having a place of business at [Street Address, City, State, Zip Code] (hereinafter called “COMPANY”).

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support a National Science Foundation Industry/University Cooperative Research Center for Robots and Sensors for the Human Well-being (hereinafter called "CENTER") at the UNIVERSITIES to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to develop advanced capabilities which will enhance agricultural, medical, security, and safety applications.

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 states, 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 UNIVERSITY and two-thirds of the Industrial Advisory Board.

C. COMPANY agrees to contribute a minimum of $35,000 annually in support of the CENTER and thereby becomes a Member. Payment of these membership fees shall be made to the University of Minnesota as a lump sum effective December 15, or in three equal quarterly installments on Dec.15, March 15, and June 15 of each year of sponsorship. Checks from COMPANY should be mailed to: “Regents of the University of Minnesota NW5957, PO Box 1450, Minneapolis, MN 55485-5957” and made payable to University of Minnesota. Because research of the type to be done by
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 are specified by the attached CENTER bylaws that have been adopted at the first Industrial Advisory Board meeting. The bylaws are part of the 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 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 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 the CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed one hundred eighty (180) 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 certified mail to COMPANY.

G. All intellectual property, patentable or not, derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER 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 intellectual property developed from any research conducted at the CENTER, subject to “march-in” rights as set forth in this Act. UNIVERSITY agrees that all such CENTER sponsors are entitled to a non-exclusive royalty-free license to such intellectual property. Along with the non-exclusive, royalty-free license, COMPANY will have the right to sublicense only to its subsidiaries and Affiliates. If only one COMPANY seeks a license, that COMPANY organization may obtain an exclusive fee-bearing license to such intellectual property. With such exclusive fee-bearing license, the COMPANY organization has the right to sublicense only to its subsidiaries and Affiliates. Affiliates shall mean: a related company of COMPANY, the voting stock of which is, directly or indirectly, at least fifty percent (50%) owned or controlled by COMPANY or an organization which directly or indirectly controls more than fifty percent (50%) of the voting stock of COMPANY. UNIVERSITY agrees to negotiate the license in good faith,
whether a non-exclusive license, or an exclusive royalty-bearing license, and said license will include terms and conditions such as due diligence regarding commercialization, in addition to other standard terms and conditions for such agreements.

H. Copyright registration shall be obtained for software developed by or at the CENTER. COMPANY shall be entitled to a nonexclusive, royalty-free license for internal use of all software developed for or at the CENTER. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to UNIVERSITY to be negotiated, based on the worth of the initial software, but not to exceed fifty percent (50%) of a fair sale price of the enhanced software product sold or licensed by COMPANY.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accordance with UNIVERSITY royalty-sharing schedule.

J. Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of the University of Minnesota is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

K. This Agreement is the complete and exclusive statement of the understanding between the Parties regarding the subject matter hereof, and it supersedes all prior written or contemporaneous communications. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

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