

Center of Accelerated Real Time Analytics
An NSF Industry/University Cooperative Research Center
Industry Membership Agreement (Std)

This Agreement is made this day of ____ by and between the **University of Maryland, Baltimore County**, lead institution within the Center for Accelerated Real Time Analytics (CARTA) and a constituent institution of the University System of Maryland, an agency of the State of Maryland (hereinafter called "UMBC") and _____ having a principle place of business at -----(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 described as the "Center for Accelerated Real Time Analytics (CARTA)" involving UMBC- Lead; North Carolina State University (NCSU); Rutgers University, Newark; Rutgers University, New Brunswick; other university research sites supported through a grant from the National Science Foundation (hereinafter collectively called "CARTA").

WHEREAS, the purpose of the CARTA is to create a mechanism whereby a university environment can be used to perform research to optimize the productivity of COMPANY's applications on accelerated and real time analytics in the areas of Cybersecurity, Data Protection and Compliance, Geophysical modeling, Aerospace, Bioinformatics, Data Intensive Science Processing Systems, Medical Imaging, Interactive Digital Media, Financial Services, and such other areas recommended by a CARTA Industrial Advisory Board.

The parties hereby agree to the following terms and conditions:

- A. CARTA will be operated by certain faculty, staff and students at UMBC, NCSU, Rutgers, Newark; Rutgers University, New Brunswick and other universities that are members of the CARTA (hereinafter "Partnering Institutions").
- B. CARTA will be supported jointly by industrial firms, federal agencies and laboratories, the National Science Foundation (NSF), and other sources. It is possible that UMBC may receive support from NSF for an additional five years.
- C. Any company, Federal Research, and Development organization, or any Government-Owned/ Contractor-Operated laboratory may become a member of the CARTA, consistent with applicable state and federal laws and statutes. COMPANY agrees to contribute fifty thousand dollars (\$50,000) as an Annual Membership Fee in support of the CARTA. Upon execution of this Agreement by the COMPANY and payment of the membership fee, COMPANY becomes a "CARTA Member". Payment of the membership fees shall be made to UMBC as a lump sum within 30 days of the COMPANY'S execution of this Agreement.
- D. Annual Membership Fees shall be fifty thousand dollars (\$50,000) unless
 - (a) the company qualifies as a "Small Business Concern" as defined by the Small Business Association for the purposes of its Small Business Innovation Research (SBIR) program, for which the Membership fees shall be twenty five thousand dollars (\$25,000) or
 - (b) COMPANY is credited with a one time initial annual membership fee in support of the

CARTA in recognition of COMPANY'S immediate past and generous gifts well in excess of Fifty Thousand dollars in support of UMBC Multicore Computing Center's research and in providing this timely membership fee to allow the I/UCRC proposal to be submitted and for the CARTA to be established. Continuing Annual Membership fees in subsequent years shall be paid as Annual Membership fees no later than the anniversary date of the Effective Date of this Agreement. IP terms in section F., G., and H are not applicable for the first year of their membership but would apply for the second year and any subsequent years that COMPANY renews its membership.

UMBC is hereby providing COMPANY with one [two] Center Membership[s] for the Initial Year of membership. COMPANY shall be considered a CARTA Member as of the Effective Date of this Agreement] Small Business Concerns may make payment of the Annual Membership Fee in advance in lump sum; or in four equal, quarterly installments on _____, _____, _____ and _____ of each year of sponsorship. Checks from the COMPANY should be mailed to: UMBC, Accounts Receivable, CARTA membership Fee, 1000 Hilltop Circle, Baltimore. MD 21250 and made payable to University of Maryland Baltimore County. Because research of the type to be performed by the CARTA takes time and research results may not be obvious immediately, COMPANY agrees to join CARTA with the intention of remaining a fee-paying CARTA Member for at least two years. Notwithstanding the foregoing, COMPANY may terminate this Agreement by giving UMBC ninety (90) days written notice prior to the date that a payment is due.

- E. The CARTA will create an Industrial Advisory Board composed of one representative with a single vote for each CARTA Membership. Any CARTA Member that pays the discounted rate shall be entitled to the same membership rights granted to other CARTA Members except that companies paying the discounted rate shall only represent one half of a vote on the Industrial Advisory Board per membership. The organization and operation of the CARTA will be specified by CARTA bylaws that will be adopted at the first meeting of the Industrial Advisory Board (the "Bylaws"). The Bylaws will become part of this Agreement. The Industrial Advisory Board will make recommendations on (a) the research projects to be carried out by CARTA, (b) the apportionment of resources to these research projects, and (c) changes in the Bylaws.
- F. The Partnering Institutions shall retain the right to publish in scientific or engineering journals the results of research performed by their respective investigator(s) performing CARTA research. Prior to publication, COMPANY shall have thirty days to review any paper or presentation containing results of the CARTA research program that is funded in whole or in part by Company's membership fees. COMPANY shall have an additional sixty (60) day delay, if requested in writing, to allow for filing a patent application. The total deferral period shall not exceed ninety (90) days from COMPANY's receipt of the proposed publication, unless the individual inventors all agree to an additional delay. The total period of delay shall not exceed one hundred twenty (120) days from COMPANY's receipt of the proposed publication.
- G. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CARTA shall belong to the Partnering Institution(s) employing the inventor(s) pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, and subject to "march-in" rights of the Federal Government as set forth in the Act. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of the patent application(s). UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense its subsidiaries and

affiliates. If only one company member seeks a license to a particular invention or set of inventions, that COMPANY may seek to negotiate an exclusive fee-bearing license.

- H. All CARTA Members shall be entitled to a non-exclusive, royalty-free license to use for internal purposes all software developed by the CARTA and funded by the NSF or membership fees (“CARTA Software”). CARTA Members will have the right to enhance and modify CARTA Software, thereby making derivatives, and CARTA Members shall have the right to sell CARTA Software and such derivatives subject to the payment of royalties to the Partnering Institution(s) owning the CARTA Software under a separate license agreement. Such royalties shall be negotiated in good faith, based on the value of the CARTA Software.
- I. Any royalties and fees received by a Partnering Institution granting a license pursuant to this Agreement, will be distributed in accordance with said institution’s royalty distribution policy.
- J. COMPANY agrees to and does hereby indemnify, hold harmless and save from liability the Partnering Institutions, CARTA, and UMBC including their officers, and employees from and against any and all claims, demands and actions arising out of or relating to COMPANY's commercial use of reports or information provided, or technology licensed, to COMPANY under the Bylaws or this Agreement.
- K. UMBC, participating institutions, and the CARTA disclaim any and all warranties both express and implied with respect to the services to be performed hereunder and any deliverables resulting therefrom, including their condition, conformity to any representation or description, the existence of any latent or patent defects therein, their merchantability or fitness for a particular use or purpose, and that the use of any of the inventions, software, or intellectual property will not infringe any rights of third parties.
- L. COMPANY acknowledges that in the event of a conflict between the Bylaws or this Agreement and the requirements of Section 5.03 of IRS Revenue Procedure 2007-47 (and interpretations thereof) dealing with cooperative research agreements, said Section 5.03 shall prevail. The CARTA reserves the right to amend the Bylaws or this Agreement to the extent necessary to ensure UMBC’s, and the Participating Institutions’ continued tax-exempt status or continued compliance with tax covenants made by UMBC or the Participating Institutions in connection with the issuance of tax-exempt bonds, or to comply with other laws or regulations.
- M. UMBC, Partnering Institutions, and COMPANY shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. UMBC, Partnering Institutions, CARTA and COMPANY shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.
- N. Neither UMBC, on behalf of the CARTA, nor COMPANY shall have any right to assign this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement shall be null and void. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- O. This Agreement shall be governed by the laws of the State of Maryland without reference to any

conflicts of laws provisions that would apply under the laws of another state.

- P. Any required notices to be given under this agreement shall be made to the following representatives of the parties by first class mail or facsimile:

For UMBC:
Prof. Yelena Yesha
Etc.

For COMPANY:

With a Copy to:
Office of Sponsored Projects
UMBC
Administration Building
1000 Hilltop Circle
Baltimore, MD 21250
Facsimile: 410-455-1130

- Q. It is understood that this Agreement may be modified only under terms mutually agreed upon in a duly executed amendment to this Agreement.

- R. The parties hereto have caused this Agreement to be executed by duly authorized representatives on the date indicated below with the Effective Date of membership as indicated above.

COMPANY

**UNIVERSITY OF MARYLAND,
BALTIMORE COUNTY**

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____