



**Center for Research in Intelligent Storage (CRIS)
Bylaws**

**National Science Foundation
Industry/University Cooperative Research Center (I/UCRC)**

University of California Santa Cruz
University of Minnesota

Version 3: Final
Approved 09 – 13 – 2011

CRIS Center Director Approval

(original signed by)
David Du
University of Minnesota

CRIS Site Director Approvals

(original signed by)
Ethan Miller
University of California, Santa Cruz

(original signed by)
David Du
University of Minnesota, Minneapolis

(original signed by)
Bruce Hillsberg
IAB Board Chairman



ARTICLE I – INTRODUCTION

- 1.1 The following Bylaws will be used to govern the Center for Research in Intelligent Storage (CRIS), a National Science Foundation (NSF) Industry/University Cooperative Research Center (I/U CRC).
- 1.2 The Bylaws can be amended at any time by an affirmative vote of two thirds (Quorum) of the members of the Industrial Advisory Board (IAB) with the approval of the Center Director and Site Directors.
- 1.3 DEFINITIONS
 - 1.3.1 “Center for Research in Intelligent Storage (CRIS)” is an NSF Industry/University Cooperative Research Center (I/U CRC)” consisting of the following universities in consortium:
 - University of Minnesota (Lead Academic Institution)
 - University of California, Santa Cruz (Partnering Academic Institution)
 - 1.3.2 “Company Member” means a company or other industry entity that has signed an Industry/University Cooperative Center for Research in Intelligent Storage Membership Agreement and paid one or more membership fees during the current Membership Year. Each Company Member’s voting representative is automatically a member of the Industrial Advisory Board (IAB) during the term of the Company Member’s membership.
 - 1.3.3 “Membership Agreement” means the Industry/University Cooperative Center for Research in Intelligent Storage Membership Agreement signed by a corresponding Member.
 - 1.3.4 “Membership Year” means either a twelve (12) month period beginning on January 1 and ending December 31 or a twelve (12) month period beginning July 1 and ending on June 30 as elected by the Company Member. See section 3.3 for information on renewals.
 - 1.3.5 “University Member” means any of the following CRIS I/U CRC universities:
 - University of Minnesota (Lead Academic Institution)
 - University of California, Santa Cruz (Partnering Academic Institution)
 - 1.3.6 Center Director means the faculty member responsible for all I/U CRC operations, who is from NSF identified lead university.
 - 1.3.7 Site Directors means faculty member responsible for coordinating all research projects at a specific University Member.



- 1.4 These Bylaws form a part of the Membership Agreement signed between each Company Member and at least one University Member. As of the date of these Bylaws, the approved Membership Agreement (dated January 10, 2010) is available at <http://www.cris.soe.ucsc.edu/wikis/cris/> (file: Cris Membership FINAL 2010.doc). If there are any inconsistencies between the Bylaws and the standard Membership Agreement, or any Membership Agreement effective prior to the date of these Bylaws, the terms and conditions outlined in such Membership Agreement take precedence over the Bylaws. Amendments to the standard Membership Agreement must be approved by the Center Director, the Site Directors, and two thirds of the IAB members.

ARTICLE II – CRIS PURPOSE

2.1 Vision Statement:

To be a nationally-recognized leader in research that meets the needs of companies that design, manufacture and market products for computer storage and storage related technologies.

2.2 Mission Statement:

- 2.2.1 To develop enabling technologies, design tools and methodologies for advanced file and storage systems by exploring and developing new technologies and techniques to improve the usability, scalability, security, reliability, and performance of storage systems for the benefit of center members and society.
- 2.2.2 To enlarge the cadre of scientists and engineers capable of advancing storage technologies.

ARTICLE III – MEMBERSHIP

- 3.1 The CRIS I/U CRC annual sponsor membership fee is as agreed upon in the Membership Agreement. Currently, the annual membership fee is fifteen thousand U.S. dollars (\$15,000.00) per year for a small business entity, as defined by the Federal government, and for all other entities, fifty thousand U.S. dollars (\$50,000.00) per year. This fee schedule is not expected to change for the next three years. Membership fees will be used to support CRIS research. Membership fees are NON-REFUNDABLE, except to the limited extent provided for by the Membership Agreement.
- 3.2 All Company Members will sign the standard Membership Agreement with one or more University Members unless otherwise approved by the Center Director, all University Site Directors, and two thirds of the representatives of the IAB. A common exception is when a NSF Small Business Innovation Research (SBIR) company applies for membership into CRIS I/U CRC wherein appropriate modifications may be made to the particular Membership Agreement to accommodate the fact that the bulk of the company membership fees may be paid by NSF on behalf of the company (see Article XVI of this document).



- 3.3 As indicated in Section C of the standard Membership Agreement (Attachment A), due to the type of research to be performed, a Company Member should have the intention of maintaining membership for at least two (2) years. Memberships are effective on the date of a signed membership agreement. Memberships are renewed annually and are not prorated. Member agreements dated July 1 to December 31 will renew on July 1 and member agreements dated January 1 to June 30 will renew on January 1. To renew a membership, a Company Member shall pay the annual membership fee prior to the start of their new Membership Year. In extenuating circumstances, this can be delayed until July 31 of the same calendar year with permission from the Center Director.

ARTICLE IV - ORGANIZATION

- 4.1 There is only one IAB for CRIS. The IAB will select a Chairperson for a two year term and no less than every two years thereafter.
- 4.2 Company Members paying one membership fee will have one voting representative on the IAB. A Company Member may pay more than one membership fee and will be entitled to have one voting representative on the IAB for every full membership fee paid during that Member Year.
- 4.3 All Company Members are expected to participate in the strategic planning of CRIS, which may include (i) assisting a University Member faculty in identifying pre-competitive, generic, industry-related, research problems in storage technologies; (ii) recommending research projects for future work; (iii) assisting in identifying internship opportunities offered at the Company Member's site for graduate students and postdoctoral students; (iv) assisting the Center Director and Site Directors in identifying new potential sponsors; and (v) reviewing the research and educational accomplishments of CRIS.
- 4.4 The Center Director will be responsible for all CRIS activities.
- 4.5 The Site Directors at the University Members site will be responsible for CRIS activities at their respective universities and will report directly to their respective appropriate university administrators and to the Center Director. The Site Directors will provide liaison between CRIS and the appropriate academic departments of its own university.
- 4.6 Project Principal Investigators will manage specific research projects funded by CRIS and will report directly to the appropriate Site Director, the appropriate university administrators, and to the Company Members who have expressed interest in the project.
- 4.7 A Center External Evaluator, appointed by the NSF, will assist the Center Director, Site Directors, and the IAB to organize CRIS and provide an independent assessment of the operation. The Center External Evaluator will report directly to the I/U CRC Program Manager at the NSF. Travel expenses for the Center External Evaluator will be paid by the



University Members and shall be limited to travel to the IAB meetings and one program review trip to each University Member site per calendar year.

ARTICLE V - ADMINISTRATION

- 5.1 The Center Director and Site Directors will work with the IAB on strategic plans for CRIS and on engaging new potential Company Members.
- 5.2 The Center Director in cooperation with the Site Directors will submit an annual operating and research budget to the IAB for review and recommendations. This budget will be available for review two weeks prior to the Spring IAB Meeting each year. Financial status will be presented by the Center Director at each semiannual meeting. Financial status will be available for review two weeks prior to each meeting. Financial materials for these meetings will be posted on the CRIS web site (login required).
- 5.3 The Site Directors, upon recommendation of the IAB and the Center Director, will authorize the use of membership fees by Project Principal Investigators in support of CRIS research.

ARTICLE VI – INDUSTRY ADVISORY BOARD RESPONSIBILITIES

- 6.1 Two IAB meetings will be held during the year (spring and fall).
- 6.2 Company Members are expected to:
 - (i) attend both semi-annual IAB meetings, in person (barring circumstances out of their control.) Video- or tele-conference participation during project selection procedures is discouraged;
 - (ii) participate in the process of reviewing and selecting research to be funded; and
 - (iii) vote on issues before IAB.A Company Member who fails to attend, participate or vote shall be deemed to have no objections to decisions made at such meetings, no objections to selections resulting from such reviews, and no objections to the outcome of such voting, respectively.

ARTICLE VII - REPORTING

- 7.1 The Center Director shall provide to the Company Members and to the NSF:
 - (i) an annual report;
 - (ii) project status for each funded research project on a semiannual basis;
 - (iii) financial status for CRIS on a semiannual basis; and
 - (iv) quarterly updates that include a summary of any membership changes, administrative alterations, and key research achievements that occurred at the Center during the reporting period. Two of these updates may occur during regularly scheduled IAB meetings and the other two must occur three months after the previous IAB meeting date. These updates will be posted on the members-only section of the Center website and all Company Members will be notified by email when these updates are posted.



- 7.2 The Site Directors/Principal Investigators shall provide interim reports to the Center Director and to the Company Members as necessary at the completion of major research tasks. These interim reports will be distributed via the CRIS web site and e-mail notification to all Company Members once posted.
- 7.3 All administrative issues, concerns, or conflicts regarding the activities of research and reporting are responsibilities of the Center Director.
- 7.4 An annual report will be prepared and submitted to NSF and all Company Members. This report will summarize the year's activities.
- 7.5 University Members grant to each Company Member an irrevocable, nonexclusive, worldwide, and fully paid-up copyright license for any copyrightable materials (including reports, but excluding software) published or otherwise made publically available by the University Member in the performance of the projects hereunder, subject to the limitations of other copyright holders. This license includes the right to reproduce, display, prepare derivative works from, and distribute and transmit such copyrightable materials and resulting derivative works, and to sublicense others to do any or all of the foregoing, subject to Article XVII Confidentiality.

ARTICLE VIII - MEETINGS

- 8.1 The Center Director, Site Directors and the IAB Chairperson will establish the schedule of activities and meetings for CRIS as well as the agenda for the semiannual research review meetings. Materials to be presented at an IAB meeting are expected to be posted to the CRIS web site (login required) two weeks prior to the meeting.
- 8.2 The University Members and IAB Members will meet twice a year (spring and fall). The meeting site will rotate between the two University Members' sites.
- 8.3 The IAB will meet twice a year to review research results, select projects, review budgets, and discuss the strategic plans for CRIS. A Company Member may send more than one representative to the IAB meetings, but may only vote on CRIS matters according to the number of voting representatives they possess as provided for under Article 4.2 of these Bylaws.

ARTICLE IX- RESEARCH PROJECT SELECTION PROCEDURE

- 9.1 A project selection process will be developed and adopted by the members of the IAB in conjunction with the Site Directors and approval of the Center Director.
- 9.2 Projects will be typically two-three (2-3) years in length and reviewed every six (6) months at the semiannual IAB meetings.



- 9.3 All Company Members may participate in the selection and review of research projects. The number of votes each Company Member may cast during a particular project selection event is equal to the number of voting representatives that Company Member has as provided for under Article 4.2 of these Bylaws.
- 9.4 Company Members may propose general industry-oriented research topics of interest to their organization. A portfolio of relevant research topics will be compiled based on the interest of the Company Members. These research topics will be posted on the CRIS web site (login required) and will form the basis for cooperative discussions among the University Member faculty and the Company Members. Each University Member will develop a set of pre-proposals consistent with the goals of their group, the interest of the Company Members, and the mission of CRIS. The pre-proposals will be posted on the CRIS web site two weeks prior to the IAB meetings.
- 9.5 The IAB may consider new proposals when additional funding is available to support additional projects or when current projects have ended.
- 9.6 Project Principal Investigators or Site Directors will present new research proposals in a session separate from the project review session. Company Members will complete Level of Interest Feedback Evaluation (LIFE) forms at the end of each presentation. The LIFE form consists of a four-item scale measuring the level of interest among Company Members for a specified research project and includes a “comments” section for open-ended responses.
- 9.7 LIFE forms shall be completed by each Company Member based on the Company Member’s interest in the research.

ARTICLE X - PROJECT REVIEW PROCEDURE

- 10.1 At each semi-annual IAB meeting, Project Principal Investigators or Site Directors will review their research progress to date via short project review presentations and a poster session. Each Company Member is expected to complete LIFE forms after each project presentation.
- 10.2 A closed IAB meeting will be held following the research review sessions during which LIFE feedback will be reviewed. The Board will discuss each project and provide the appropriate Project Principal Investigators and the appropriate Site Director with written recommendations and suggestions to help guide the research.
- 10.2.1 Criteria for review will include
- Relevancy to IAB interests
 - Schedule
 - Budget
 - Meeting goals and objectives as agreed to by the IAB



- 10.3 Company Members may choose to become “Project Mentors” for projects of particular interest to their organization. These Project Mentors may arrange to meet with research Project Principal Investigators and graduate students at the semi-annual IAB meetings for more in-depth discussions and collaboration on the research project. At the discretion of the IAB, time may be scheduled into the semi-annual IAB meetings to facilitate these mentoring relationships.
- 10.4 At the conclusion of the annual IAB meeting, the IAB chair in coordination with the Center Director will notify the Project Principal Investigator and appropriate Site Director of the decision on the research. Notification will be in writing.

ARTICLE XI - BENEFITS

- 11.1 Company Members will have rights to CRIS research portfolio in accordance with the terms of the Membership Agreement, including these Bylaws.
- 11.2 Company Members will have an opportunity to directly contribute to CRIS research and education programs by serving as industrial mentors and/or thesis committee members as appropriate and consistent with the policies and procedures of University Members.
- 11.3 Company Members will have an opportunity to propose case study problems, specific research problems, and focus areas for research.
- 11.4 Company Members will have the opportunity to observe, mentor and interact with some of the most promising young researchers in the field.
- 11.5 Company Members will have an opportunity to host postdoctoral research associates and/or graduate students as industrial interns, subject to terms and conditions of the hosting organization.
- 11.6 Company Members will have an opportunity to vote on the selection of research projects supported by the membership fees.

ARTICLE XII - PROSPECTIVE UNIVERSITY MEMBERS AND COMPANY MEMBERS

- 12.1 Prospective University Members:
 - 12.1.1 From time to time, new universities may request to become a University Member. Each new university requesting such membership shall initially obtain concurrence from the Center Director, Site Directors, and the I/U CRC Program Manager at the NSF prior to submitting a “Letter of Intent” to join CRIS. New universities requesting membership as a University Member must demonstrate their ability to perform synergistic research within the focused research areas of the CRIS and their willingness to work within the



structure, policies and procedures of CRIS. Upon concurrence by CRIS, the new university requesting to become a University Member may continue application per the applicable procedures of the current NSF I/U CRC program solicitation.

12.1.2 A new university requesting to become a University Member shall review their research objectives and program plans, and, obtain and submit within their Planning Grant Proposal a “Letter of Support” from each of the current University Members’ Site Directors.

12.2 Prospective Company Members:

12.2.1 From time to time, new companies, corporations, or other industrial organizations may request, or be requested, to join CRIS as a Company Member. These new companies, corporations, or organizations become a Company Member upon (i) signature of the standard Membership Agreement, including acceptance of the Bylaws, and (ii) payment of the annual membership fee, NON-PRORATED. Application of these new membership fees shall be made to existing research programs unless a new “interim” research program is otherwise approved by the Center Director, Site Directors, and the Chairman of the IAB. Continued funding of any “interim” research program is subject to IAB approval at the next semiannual IAB meeting under the terms of these Bylaws.

12.2.2 In the event a prospective Company Member desires to attend an IAB meeting, the Center Director shall first obtain from the prospective Company Member a signed non-disclosure agreement with terms sufficient to protect CRIS, University Member, and Company Member information disclosed at such meeting consistent with the provisions of these Bylaws.

ARTICLE XIII – INTELLECTUAL PROPERTY

13.1 Intellectual property rights and obligations provided for in Article 7.5 above and in the Membership Agreement shall apply in their entirety.

ARTICLE XIV - OUTREACH AND BROADER IMPACTS

14.1 CRIS will maintain a web site for dissemination of information. This web site will contain a public section and member’s only section. The web site will be located at www.CRIS.us

14.2 The CRIS website will contain all documentation produced from CRIS meetings, including presentation materials, reports, manuscripts, and standard forms / formats.



- 14.3 CRIS will not use in advertising, publicity or other marketing activities any name, trade name, trademark, or other designation of any Company Member without prior written agreement.
- 14.4 For a particular CRIS project, a Project Principal Investigator may want to collaborate with a third party, such as a professor, post-doctorate or student who is not an employee of a University Member. Prior to such collaboration, the Project Principal Investigator must
- (i) obtain approval from the Site Director; and
 - (ii) have an agreement signed by the third party and his/her university/employer granting Company Members the same rights to the third party's intellectual property as University Member grants to Company Members under Article XIII of these Bylaws.

ARTICLE XV — FINANCIAL

- 15.1 Financial summaries are required of the Center Director at each of the two meetings.
- 15.2 Unspent funds for a project during a particular year can be carried forward to the next year for the same project, or a different project with IAB approval.
- 15.3 Company Members are encouraged to pay membership fees as early as possible to minimize impact on the research.

ARTICLE XVI – SBIR Phase II Company Membership

- 16.1 Membership Requirement Exceptions for a Small Business Innovation Research (SBIR)/ Small Business Technology Transfer Program (STTR) Company.

Whereas an SBIR/STTR company's membership may be co-funded by the NSF, and whereas this funding commitment may be limited to one or two years instead of the required three-year participation for I/U CRC membership, the membership requirement for such an SBIR company may, at the company's request, be limited to the specific duration of funding provided by NSF through its supplemental grant funding procedure. Such an exception will be documented in the standard I/U CRC contract, stating that:

“Because Company X is an SBIR/STTR-funded company whose membership is being supported in part by the NSF, the membership requirement will be limited to ____ years, consistent with the duration of funding Company X has received from NSF for this purpose. The Company will have the right to continue its participation for additional years in its sole discretion, whether such membership is funded through NSF or through other independent means.”

This contract will be approved, based upon signature by the authorized representative of the Company, by the CRIS Directors or University Site director and by an authorized representative of the University Member's Sponsored Research Office.



ARTICLE XVII – Confidentiality

- 17.1 Except as provided in this article and the Membership Agreement, all information provided to Company Members, including information contained in annual reports, project status updates, and interim reports, whether available via the CRIS web site or distributed to the Company Members via email or otherwise, are non-confidential and each Company Member is free to use and disclose any information contained in such report for any purpose, subject to valid patent rights and copyrights.
- 17.2 Technical information, including technical information contained in any reports, shall be subject to the pre-publication review provided for in the Membership Agreement . Should any Company Member request a delay in publication during such review, or should any Member University request a delay to file for patent protection, the Company Members shall not disclose such technical information during such delay, which shall not exceed three (3) months from the date such technical information is received. Except for this obligation, each Company Member will be free to use and disclose any technical information it receives from CRIS for any purpose, subject to valid patent rights and copyrights and subject to Member University’s reserved right to first publish results of research.

ARTICLE XVIII - Antitrust Compliance

It is the intention of CRIS that all Center operations and activities will be in conformance with all applicable antitrust requirements.



APPENDIX A - MEMBERSHIP AGREEMENT

Intelligent Storage I/UCRC Agreement

**Industry/University Cooperative Center for Research in Intelligent Storage
Membership Agreement**

This Agreement is made this ____ day of _____, 20____ by and between the University of _____ (hereinafter called "University") and by _____ (hereinafter called "Company") in support of the Center for Research in Intelligent Storage, comprising all Center for Research in Intelligent Storage Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Center for Research in Intelligent Storage (hereinafter called "CENTER") at the UNIVERSITIES to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research on storage devices, storage systems architectures, file systems, I/O architecture, and storage 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 (5) 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 ten (10) 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.
- C. COMPANY can elect to become a MEMBER of the CENTER at one of the two following levels of membership:
 - a. COMPANY agrees to pay a membership fee of fifty thousand U.S. dollars (\$50,000.00) per year in support of CENTER and thereby become a MEMBER entitled to the privileges spelled out in the Bylaws of Center for Members.
 - b. COMPANY, which is a small business as defined by the Federal government, agrees to pay a membership fee of fifteen thousand U.S. dollars (\$15,000.00) per year in support of CENTER and thereby become a MEMBER entitled to the privileges spelled out in the Bylaws of CENTER for Members.

Payment of these membership fees shall be made to one of the UNIVERSITIES operating the CENTER or divided between the UNIVERSITIES in proportion decided by the MEMBER.



Membership is effective on the first day of the calendar quarter following the date that COMPANY executes this agreement, provided that UNIVERSITY receives membership fees from COMPANY within 45 days of such execution. Membership is automatically renewed on an annual basis, provided that UNIVERSITY receives the membership dues prior to commencement of the next membership year.

Checks from COMPANY should be mailed to:

University of Minnesota

Regents of the University of Minnesota
NW 5957
P.O. Box 1450
Minneapolis, MN 55485-5957

Regents of the University of California, as represented by the University of California, Santa Cruz

University of California
Cashier's Office
Attn: Center for Research in Intelligent Storage
1156 High Street
Santa Cruz, CA 95064

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 (2) years. However, COMPANY may terminate this Agreement for any reason by giving UNIVERSITY ninety (90) days written notice prior to the termination date. Notwithstanding the above, if the membership begins prior to adoption of the original CENTER Bylaws, at any time up to thirty (30) days after adoption of the original CENTER Bylaws, COMPANY may rescind this Agreement without notice, with or without cause, for a full refund of the membership fee; provided that in the event of rescission COMPANY shall forfeit any intellectual property rights under this Agreement.

- D. There will be an Industrial Advisory Board composed of one representative from each CENTER 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, (c) operational procedures, and (d) changes to the Bylaws. The number of votes available to a MEMBER will be proportional to its membership contribution. The CENTER will begin to develop research projects that are recommended at the first Industrial Advisory Board meeting.
- E. 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 for a confidential 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 three (3) months from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within forty-five (45) days from the date the proposed publication is submitted by certified mail to COMPANY.



- F. All patents derived from inventions conceived and first actually reduced to practice in the course of research conducted by the CENTER shall belong to the UNIVERSITY where the invention was made, or shared equally between UNIVERSITIES in the case of joint inventions. 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 “march-in” rights as set forth in this Act. When an employee of a MEMBER is a co-inventor of intellectual property that includes co-inventors from the UNIVERSITY, this agreement does not require the MEMBER to assign over to the UNIVERSITY any co-inventor rights that the MEMBER may have. All MEMBERS shall have the opportunity for a confidential review of the invention following the filing of an invention disclosure with UNIVERSITY’S technology commercialization office.

MEMBERS are entitled to a nonexclusive, irrevocable, world-wide, royalty-free license under such patents to make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise transfer any product, and to practice and have practiced any method, provided: (1) that MEMBER is a member in good standing at the time of disclosure to UNIVERSITY personnel responsible for patent matters; and (2) MEMBER shares with other exercising members the cost of filing such patent application. MEMBERS have the right to sublicense subsidiaries and affiliates, but do not have the right to sublicense to other entities.

If only one MEMBER seeks a license, that MEMBER may, at its option, either obtain a non-exclusive royalty free license as described above, or obtain an exclusive fee-bearing license on commercially reasonable terms to be negotiated with the inventing UNIVERSITY.

If all MEMBERS elect not to exercise their option or discontinue their support, then the UNIVERSITY will be free to file or continue prosecuting or maintaining any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at UNIVERSITY’S expense, in which event no MEMBER will have any rights in the invention through the UNIVERSITY.

- H. Copyright registration may be obtained for software developed by CENTER. MEMBER will be entitled to a worldwide, irrevocable, nonexclusive, royalty-free license to use, execute, display, reproduce, perform, and disclose all software developed by CENTER. MEMBER will have the right to enhance and to re-market the enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial CENTER software, but not to exceed fifty percent (50%) of the increase in the 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 policy.
- J. Neither party is assuming any liability for the actions or omissions of the other party. Neither party shall be liable to the other party for any lost profits, lost revenues, or any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, regardless of whether either party was advised, had other reason to know, or in fact knew of, the possibility thereof. The liability of a UNIVERSITY that is a state entity is subject to the terms and limitations of its state laws.

Neither party makes any warranties as to any matter, including the condition, originality or accuracy



of the research or ownership, merchantability, or fitness for a particular purpose of the research or any invention arising therefrom.

Company Representative Name

University Representative Name

Company Representative Title

University Representative Title

Company Representative Signature

University Representative Signature

Date

Date

Patented