



CENTER FOR MID-INFRARED TECHNOLOGIES FOR HEALTH AND THE ENVIRONMENT

NSF Engineering Research Center Membership Agreement

THIS AGREEMENT is made as of _____ (the "Effective Date") by and between the NSF Engineering Research Center for Mid-Infrared Technologies for Health and the Environment ("MIRTHE"), headquartered at Princeton University and _____ ("MEMBER").

Whereas, Princeton University, in cooperation with Academic Partner Institutions, Rice University, Texas A&M University, University of Maryland Baltimore County (UMBC), Johns Hopkins University (JHU), and the Research Foundation of CUNY on behalf of City College of New York (CCNY), has established a National Science Foundation Engineering Research Center for Mid-Infrared Technologies for Health and the Environment (referred to hereinafter as "MIRTHE");

Whereas, MIRTHE will conduct research to advance the knowledge and technology pertaining to mid-infrared technologies for health and the environment including but not limited to materials, sources, detectors, sensing systems, and sensing applications;

Whereas, MIRTHE will be operated by certain faculty, staff, and students at Princeton and its Academic Partner Institutions;

Whereas, MIRTHE will be supported jointly by the National Science Foundation, Princeton and its Academic Partner Institutions, Industrial firms, Federal Laboratories, and State and Local Agencies;

Whereas, Princeton University, in cooperation with Academic Partner Institutions, has established a Corporate Membership program in support of MIRTHE;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Purpose

The MEMBER and MIRTHE intend to join together in a cooperative effort to support the research and development needs of the MEMBER and the mission of MIRTHE to conduct research and advance the knowledge in the area of mid-infrared technologies for applications in health and the environment, including but not limited to materials, sources, detectors, sensing systems, and sensing applications.

2. Membership Annual Support

MEMBER shall pay annual support as set forth in Section 3 below within thirty (30) days of the Effective Date for the initial term. In the case of Affiliate or Non-Profit/Governmental Memberships, agreements detailing the amounts and types of annual support payments specified in Section 3 below shall be executed contemporaneously with this agreement. Annual support payments for subsequent terms shall be due and payable on the anniversary dates of the initial Effective Date. Annual support payments are non-refundable.

Upon the signing of a Membership Agreement and receipt of payment or gift or in-kind support and following the approval of the MIRTHE Board of Directors, the MIRTHE Industrial Liaison will notify MEMBER in writing of its Membership status.

3. Types of Membership

By the criteria and categories defined below, the MEMBER is joining MIRTHE as _____, MIRTHE having four types of Memberships:

A. Partner

Partner status is granted to profit-making organizations¹ that provide annual support to MIRTHE of fifty-thousand (\$50,000) dollars. Partners are entitled to two seats on the industrial advisory board, and participation in leadership meetings. Partners may seek appointment of up to 2 visiting scientists or researchers from the MEMBER to work up to 2 days per week at designated MIRTHE multi-user facilities. Partners will be eligible to receive directed technical assistance from MIRTHE and help in the transition of ideas and technologies from the laboratory to commercial applications.

Appendix A details Partner benefits; Section 4 details the terms and conditions of MIRTHE intellectual property.

B. General Member

General Member status is granted to profit-making organizations that provide annual support to MIRTHE of twenty-five thousand (\$25,000) dollars. General Member status entitles the MEMBER to a collection of benefits detailed in Appendix A; terms and conditions of MIRTHE intellectual property are described in Section 4.

C. Affiliate

Affiliate status is granted to organizations that contribute cash gifts, in-kind donations or support for research projects or clinical trials with one or more MIRTHE faculty and whose contribution is directed toward the research thrusts in MIRTHE. Affiliate status provides MEMBER with benefits specified in Appendix A. A separate research agreement may exist between MEMBER and a collaborating MIRTHE faculty member.

¹ For-profit companies with 500 or less employees may be eligible for a reduction in member fee. Small company partners receive a 50% discount on MIRTHE annual membership.

D. Non-profit / Government

Non-profit / Government status is granted to non-profit institutions (e.g. non-profit research institutes, government research laboratories) that provide financial, in-kind, or joint research support for one or more research projects in MIRTHE. Non-profit / Government status entitles MEMBER to benefits described in Appendix A.

Each Member shall bear its own costs and expenses related to its Membership.

4. Intellectual Property

A. Definition

“MIRTHE IP” is defined to be all intellectual property conceived of and reduced to practice using MIRTHE funds.

B. Ownership

MIRTHE IP will be owned by the academic partner institution employing the inventors or creators of the MIRTHE IP. In the case of MIRTHE IP having one or more inventors from different academic partner institutions, the resulting intellectual property shall be jointly-owned by the relevant host academic partner institutions. Additionally, in the event one or more inventors or creators are employees of a Member, such Member shall be a co-owner of such MIRTHE IP and shall have all rights afforded a co-owner under US law. The institution's undivided interest in such MIRTHE IP shall be treated in accordance with Section's 4C and 4D below.

C. Reporting

Researchers from participating MIRTHE academic partner institutions shall promptly report any MIRTHE IP in writing to their respective technology licensing office. Within a reasonable time after its receipt of such a disclosure, the technology licensing office shall provide the MIRTHE Center Director and all MIRTHE General Members and Partners in good standing with a written description of the MIRTHE IP. The academic partner institution(s) owning the MIRTHE IP shall be solely responsible for deciding how and whether to protect the MIRTHE IP but shall in good-faith consider all reasonable suggestions from members relating thereto. Additionally, the academic partner institution(s) owning the MIRTHE IP shall pay all associated costs relating to the protection of the MIRTHE IP.

D. Technology Licensing

Partners and General Members in good standing on the date of receipt of MIRTHE IP shall have a royalty-free, non-exclusive license to use such MIRTHE IP for internal research purposes. Additionally, all such Partners and General Members shall have a first option to acquire a non-exclusive, royalty-bearing license for a period of one year from the date of disclosure of the MIRTHE IP. During this one-year option period, the academic partner institution(s) owning the MIRTHE IP shall not offer any non-member rights in such MIRTHE IP.

Affiliate Member and Non-Profit / Government Member status, as defined in Section 3, in and of themselves do not provide the MEMBER with licensing or rights to MIRTHE intellectual property. All such intellectual property rights are governed by the terms and conditions of individual research agreements with the Academic Partner Institution.

E. Facilities

Use of MIRTHE facilities by any MIRTHE participant including MEMBER does not automatically confer co-inventor status to the MIRTHE facilities host. Inventorship shall be determined in accordance with U.S. Patent law.

5. Term and Termination

The term of Membership shall begin on the Effective Date, shall run for a period of one-year and shall automatically renew for the duration of 1 year unless MEMBER informs MIRTHE in writing at least sixty (60) days prior to the end of the one-year membership period of any desired changes in membership status.

Member may terminate this agreement for any reason; annual support is non-refundable.

6. Publicity

During the term of this Membership Agreement, MEMBER grants MIRTHE the right to identify MEMBER as a member of MIRTHE in directories and marketing materials, including the MIRTHE website. MEMBER may publicly identify its membership in MIRTHE in documents, press releases, brochures and other materials. All such identifications by either party shall be limited to the name (in text and graphics) and address of the MEMBER or MIRTHE, unless written permission is granted to do otherwise.

7. No Warranty

ANY SERVICES, RESEARCH RESULTS, WRITTEN MATERIALS PROVIDED BY MIRTHE, PRINCETON, PARTNER INSTITUTIONS TO ANY MEMBER IS PROVIDED "AS-IS WITH ALL DEFECTS" AND WITHOUT WARRANTY OF ANY KIND. MIRTHE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF RESEARCH RESULTS AND ANYTHING DERIVED THEREFROM.

8. Disclaimer

IN NO EVENT SHALL MIRTHE, PRINCETON, ACADEMIC PARTNER INSTITUTION, OR ANY MEMBER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR LOST PROFIT DAMAGES, OR FOR ANY DAMAGES ARISING OUT OF ANY ACTIVITIES OF MIRTHE OR THIS AGREEMENT EVEN IF THE MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

By the signature of the Authorized Official below, MEMBER agrees to the terms and conditions specified herein:

For the COMPANY (MEMBER):

For MIRTHE:

Jeffrey Friedland
Director, Office of Research
and Project Administration
Princeton University

Please send **1 signed and scanned electronic copy**² of the agreement to bwysocka@princeton.edu and dmoody@princeton.edu.

Please submit the annual subscription fee made payable to **The Trustees of Princeton University**, to the attention of **MIRTHE Industrial Liaison, 216 Bowen Hall, Princeton University, 70 Prospect Avenue, Princeton, NJ 08540**.

² If original signed copies are required, please mail **2 signed agreement copies** to **The Trustees of Princeton University, Attn: MIRTHE Industrial Liaison, 216 Bowen Hall, Princeton University, 70 Prospect Avenue, Princeton, NJ 08540**.

Appendix A

Benefits of MIRTHE Membership

	General Member	Partner	Affiliate	Non-Profit / Government	Media Affiliate
Seat on industrial advisory board (IAB): IAB influences the Center direction through advice on selection and assessment of projects, strategic planning; identifying goals and in drafting a Center technology roadmap.	X (1 seat)	X (2 seats)		X (1 seat)	
Advance access to new technology: Advance preprints and technology alerts on (non-proprietary) research results, conference and journal submissions, and MIRTHE IP.	X	X	X (in relevant thrust area)	X	X (for PR purposes)
Early access to MIRTHE IP: Non-exclusive, royalty-free rights for internal use of Center IP; first option to acquire a non-exclusive, generally royalty-bearing license for commercial purpose for 1 year.	X	X			
Information exchange: Newsletter, technology alerts, annual reports, summaries of advisory groups.	X	X		X	X
Participation in semi-annual research review meetings.	X (1 participant)	X (2 participants)		X (1 participant)	X (1 participant)
Participation in quarterly leadership meeting.		X			
Participation in annual meeting: Research review, summer school, industry conference.	X (3 participants)	X (6 participants)	X (3 participants)	X (3 participants)	X (3participants)
Access to Center Personnel: Facilitated access to Center faculty, staff, students and graduates; access to joint research activities.	X	X		X	X (for PR purposes)
Facilitated personnel exchange on non-recurring, low-volume basis	X	X		X	
Facilitated access to educational activities and recruiting events.	X	X	X	X	X
Access to Center equipment & facilities: Appointment of 2 scientists up to 2 days per week to work at designated MIRTHE facility (may be restricted if predominantly in-kind contributions)		X			
Technology assistance and technology transfer (individually negotiated)	X	X			