

**Arkansas Security Research and Education (ASCENT) Institute
Membership Agreement**

This Agreement is made this ____ day of _____, 20__ by and between UNIVERSITY OF ARKANSAS on behalf of the ASCENT INSTITUTE (hereinafter called "UNIVERSITY") and any company, R&D organization, or US government-owned, contractor-operated laboratory (hereinafter called "COMPANY"), that wishes to become a member or sponsor of the ASCENT INSTITUTE comprising and acting through the ARKANSAS SECURITY RESEARCH AND EDUCATION (ASCENT) INSTITUTE. This membership becomes active on _____, 20____ (MEMBERSHIP START DATE).

WHEREAS, the parties mutually agree that there is need for research to identify solutions to problems related to security; and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the ARKANSAS SECURITY RESEARCH AND EDUCATION (ASCENT) INSTITUTE (hereinafter called " INSTITUTE") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research in the areas of scope generally referred to as security (e.g., cyber security, transportation security, critical infrastructure security, and food/water security).

THEREFORE, the parties hereby agree to the following terms and conditions:

1. INSTITUTE will be operated by certain faculty, staff and students at the UNIVERSITY.
2. Any company, federal research and development organization, or any US government-owned, contractor-operated laboratory may become a member or sponsor of the INSTITUTE, consistent with applicable state and federal laws and statutes (certain government organizations may not legally be members, but may legally be sponsors, at the equivalent annual contribution rate of a membership). All members and sponsors will sign a Non-Disclosure Agreement (NDA) with the INSTITUTE.
3. COMPANY agrees to a \$25,000 annual membership fee in support of the INSTITUTE and thereby becomes a Full Member, or a \$15,000 annual membership fee and thereby becomes an Associate Member. If COMPANY meets the definition of a small business as defined by the United States Small Business Administration (SBA) it agrees to a \$5,000 annual membership fee and thereby becomes a Small Business Member. Payment of these membership fees shall be made as a lump sum with an effective MEMBERSHIP START DATE of July 1 of the UNIVERSITY fiscal year. Checks from COMPANY should be made payable to UNIVERSITY and mailed to UNIVERSITY within one month after the MEMBERSHIP START DATE. Because research of the type to be done by the INSTITUTE takes time and research results may not be obvious immediately, COMPANY should join INSTITUTE with the intention of remaining a fee paying member for at least three years. However, COMPANY may terminate this Agreement by giving UNIVERSITY a 90-day written notice prior to the termination date.

4. There will be an Industrial Advisory Board composed of one representative from each member/sponsor. This board makes recommendations on (a) the research projects to be carried out by INSTITUTE, (b) the apportionment of resources to these research projects, and (c) changes in the bylaws.
5. UNIVERSITY reserves the right to publish in conferences and scientific or engineering journals the results of any research performed by INSTITUTE. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research program of INSTITUTE as specified in INSTITUTE bylaws.
6. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the INSTITUTE 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 patents developed from this work, subject to "march-in" rights as set forth in this Act.
7. UNIVERSITY agrees that members are entitled to negotiate a nonexclusive royalty-free license for internal use of IP developed by the INSTITUTE. COMPANY's license shall extend to its subsidiaries and affiliates for internal use. COMPANIES that desire to pursue exclusive or co-exclusive royalty fee-bearing licensing of IP for commercial use may negotiate for those licenses, per the INSTITUTE bylaws. COMPANIES agree that they must sign a license to INSTITUTE IP within six months of receiving an invention disclosure, and that if they have not signed such a license after six months, that the owners of the IP may offer licenses to other entities who are not members of the INSTITUTE.
8. Copyright registration shall be obtained for software developed by INSTITUTE. COMPANY shall be entitled to a nonexclusive, royalty-free internal use license to all software developed by INSTITUTE, per the INSTITUTE bylaws. COMPANIES agree that they must sign a license to INSTITUTE IP within six months of receiving an invention disclosure, and that if they have not signed such a license after six months, that the owners of the IP may offer licenses to other entities who are not members of the INSTITUTE.
9. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed per the UNIVERSITY's policies.
10. Use of Names. No advertising or publicity matter having or containing any reference to either party or any of its respective divisions, units or affiliated institutions shall be made use of by the other party or anyone on the other party's behalf unless and until the same has first been submitted to and received the approval by the other party. Neither party shall release material containing the name of the other party (or the names of the other party's employees) without prior written approval by an authorized representative of the other party, nor shall said approval be unreasonably withheld.
11. Limitation of Remedies. The obligations of UNIVERSITY and COMPANY are set forth in this agreement and are in substitution for all other warranties, obligations and

liabilities. There are no warranties, expressed or implied, arising by law or otherwise, including but not limited to, any implied warranty arising from course of performance, course of dealing or usage of trade. In no event shall UNIVERSITY or COMPANY be liable for any indirect, incidental or consequential damages resulting from acts of the other party.

12. Notices. All notices required or desirable hereunder shall be given by **first class certified mail, postage prepaid**, to the following addresses or such other address as shall be designated in writing by the Parties from time to time:

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| <u>UNIVERSITY</u> University Name _____ University Address: _____ _____ _____ | <u>COMPANY</u> Company Name: _____ Company Address: _____ _____ _____ |
| <u>UNIVERSITY Authorized Signature</u> | <u>COMPANY</u> |
| By: _____ | By: _____ |
| Printed name: _____ | Printed name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |