

**Center for Hybrid Multicore Productivity Research**  
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 Hybrid Multicore Productivity Research 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 Hybrid Multicore Productivity Research” involving UMBC- Lead; University of California San Diego (UCSD); University of Utah (UU); other university research sites supported through a grant from the National Science Foundation (hereinafter collectively called “CHMPR”).

WHEREAS, the purpose of the CHMPR is to create a mechanism whereby a university environment can be used to perform research to optimize the productivity of COMPANY’s applications on heterogeneous multicore processors in the areas of Geophysical modeling, Aerospace, Bioinformatics, Data Intensive Science Processing Systems, Medical Imaging, Interactive Digital Media, Financial Services, and such other areas recommended by a CHMPR Industrial Advisory Board.

The parties hereby agree to the following terms and conditions:

- A. CHMPR will be operated by certain faculty, staff and students at UMBC, UCSD,UU, and other universities that are members of the CHMPR (hereinafter “Partnering Institutions”).
- B. For the first five years, the CHMPR 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 CHMPR, consistent with applicable state and federal laws and statutes. COMPANY agrees to contribute forty-five thousand dollars (\$45,000) as an Annual Membership Fee in support of the CHMPR. Upon execution of this Agreement by COMPANY and payment of the membership fee, COMPANY becomes a “CHMPR Member”. Payment of the membership fees shall be made to UMBC as a lump sum within 30 days of COMPANY’S execution of this Agreement.
- D. Annual Membership Fees shall be forty-five thousand dollars (\$45,000) 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 thousand dollars (\$20,000) or  
(b) COMPANY is credited with a one time initial annual membership fee in support of the CHMPR in recognition of COMPANYS immediate past and generous gifts well in excess of Forty [Eighty] 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 CHMPR 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 CHMPR 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 COMPANY should be mailed to: UMBC, Office of Sponsored Programs, CHMPR membership Fee, 1000 Hilltop Circle, Baltimore. MD 21250 and made payable to University of Maryland Baltimore County. The UMBC Office of Sponsored Programs is authorized to deduct up to 10% for administrative cost recovery. Because research of the type to be performed by the CHMPR takes time and research results may not be obvious immediately, COMPANY agrees to join CHMPR with the intention of remaining a fee-paying CHMPR 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 CHMPR will create an Industrial Advisory Board composed of one representative with a single vote for each CHMPR Membership. Any CHMPR Member that pays the discounted rate shall be entitled to the same membership rights granted to other CHMPR 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 CHMPR will be specified by CHMPR 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 CHMPR, (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 CHMPR research. Prior to publication, COMPANY shall have thirty days to review any paper or presentation containing results of the CHMPR 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 eighty (180) days from COMPANY'S'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 CHMPR 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 CHMPR Members shall be entitled to a non-exclusive, royalty-free license to use for internal purposes all software developed by the CHMPR and funded by the NSF or membership fees ("CHMPR Software"). CHMPR Members will have the right to enhance and modify CHMPR Software, thereby making derivatives, and CHMPR Members shall have the right sell CHMPR Software and such derivatives subject to the payment of royalties to the Partnering Institution(s) owning the CHMPR Software under a separate license agreement. Such royalties shall be negotiated in good faith, based on the value of the CHMPR 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, CHMPR, 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 CHMPR 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 CHMPR 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, CHMPR 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 CHMPR, 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:

For COMPANY:

Prof. Yelena Yesha  
Etc.

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: \_\_\_\_\_