

Iowa State University
Center for Biorenewable Chemicals (CBiRC)

Full Member Agreement

This Agreement is made _____ (“Effective Date”) by and among Iowa State University of Science and Technology (“ISU”) located at 1138 Pearson Hall, Ames, IA 50011-2207 through and on behalf of the members of its Center for Biorenewable Chemicals (“CBiRC”), each company that participates as a full member and signs a copy of this Agreement (“Full Member”), and the Cooperators defined below. ISU, Full Members and Cooperators together are the “Parties” and ISU, each Full Member, and each Cooperator are each a “Party”.

WHEREAS, ISU is the recipient of funding from the National Science Foundation (“NSF”) and has joined together with committed subrecipient entities including the Regents of the University of New Mexico, The Rector and Visitors of the University of Virginia, the University of California-Irvine, University of Wisconsin-Madison, and Rice University (individually a “Cooperator”; in any combination “Cooperators”) to establish the Center for Biorenewable Chemicals (“CBiRC”), an NSF Engineering Research Center (“NSF ERC”), at ISU for the purpose of developing a platform to produce commodity and specialty chemicals from renewable carbon; and

WHEREAS, ISU, Full Member, and Cooperators desire to participate in certain CBiRC activities;

NOW, THEREFORE, ISU, Full Member, and Cooperators hereby agree to the following terms and conditions.

1. CBiRC

- 1.1 The CBiRC shall be implemented, managed, and administered by designated faculty and staff at ISU and within CBiRC. At the discretion of the CBiRC director, any organization may become a Full Member of CBiRC, and additional Cooperators, Strategic Members and Full Members (as defined below) may be added at any time.
- 1.2 The CBiRC shall have an Industrial Advisory Board (the “IAB”) composed of one representative from each Full Member and each Strategic Member. The function of the IAB shall be to provide advice to the CBiRC consistent with the aims of the NSF ERC program, including guidance on strategic direction, research activities, education programs and technology transfer efforts. The meeting logistics and other operating procedures of the IAB shall be determined outside of this Agreement.

2. Membership

- 2.1 A Full Member is a company that signs this Agreement and makes a payment in accordance with the following schedule.
 - 2.1.1 \$50,000 for a company with at least 500 employees, or
 - 2.1.2 \$25,000 for a company with less than 500 and more than 60 employees, or
 - 2.1.3 \$5,000 for a company that has less than 61 employees and more than 10, or
 - 2.1.4 \$1,000 for a company that has not completed an IPO and has less than 11 employees.
- 2.2 A “Strategic Member” is a company that signs a strategic member Agreement which would be substantially in the form of this Agreement except for membership fees, which may be cash and/or in-kind payments and intellectual property rights.
- 2.3 The CBiRC Director shall have discretion to make exceptions to this Article 2.

- 2.4 Payment shall be made within thirty (30) days after the execution of this Agreement. This Agreement shall be the invoice for the first year of being a Full Member. Full Member shall be invoiced on or about the Effective Date each year thereafter. Payment is due within thirty days (30) of Effective Date of each subsequent year or receipt of invoice by ISU, whichever is later. Payment shall be sent by Full Member to Sponsored Programs Accounting Office, 3609 Admin. Services Building, Iowa State University, Ames, Iowa 50011-3609 and made payable to ISU (stub should state "CBiRC Full Membership"). Full Member status shall expire if renewal payment(s) is not made in accordance with this Article 2.
- 2.5 A Full Member may terminate the Agreement by giving ninety (90) days written notice of such termination. Dues paid or accrued prior to termination will not be refunded. A Full Member shall be entitled to the rights expressly set forth in this Agreement, including but not limited to, representation of the Full Member on the IAB as set forth in Article 1 and the rights set forth in Article 3.

3. Publication and Intellectual Property

- 3.1 The Parties acknowledge and agree that the goals of the CBiRC may be met by both public disclosure of results of CBiRC project activities ("Results") and by protection of patentable subject matter arising or resulting from CBiRC project activities ("Inventions"). Notwithstanding anything to the contrary in this Agreement, ISU and/or Cooperators shall have the unrestricted right to publicly disclose the Results developed under this Agreement. With consideration of the advice and guidance of the IAB, ISU and Cooperators shall reasonably endeavor to balance the timely publication of results with the need to seek protection for Inventions. The Parties shall implement a confidentiality agreement promptly upon execution of this Agreement, and shall implement other agreements or procedures as needed, to facilitate timely review of Results for patentability and for prevention of patent bars caused by premature disclosures.
- 3.2 All Inventions created by an investigator(s) of ISU and/or Cooperators under CBiRC projects shall vest with the employer or designated assignee of such investigator(s). Inventorship shall be determined in accordance with U.S. law. Prosecution and licensing of Inventions shall be conducted by the Cooperator with which an inventor is associated, or such Cooperator's designee. In the case of joint Inventions by investigators of different institutions, an inter-institutional agreement will be reached – with terms and conditions consistent with this Agreement – regarding the management of such joint Inventions and the sharing of value therein.
- 3.3 Subject to the terms and conditions of this Agreement, Full Member shall have a non-exclusive, non-commercial, royalty-free license under ISU and/or Cooperator(s) Inventions or joint Inventions created during the time that Full Member is in paid-up status under this Agreement to use such Inventions for internal research and non-commercial use. Such license shall not include the right to make, use, or sell products or processes for commercial purposes or to sublicense. Subject to the terms and conditions of this Agreement, Full Member shall also have a right to negotiate a commercial, royalty-bearing license to make, use, and sell products and processes under such Inventions. This first right to negotiate shall extend for one hundred twenty (120) days after disclosure of the Invention to Full Member by ISU and/or Cooperator(s). If more than one Full Member of CBiRC requests a license within the same field of use, only a fee and/or royalty bearing, non-exclusive license shall be available for that field. If only one Full Member desires a license in a field of use, such Full Member shall have the right to negotiate for a fee and/or royalty bearing exclusive license in such field of use. Such licenses shall be consistent with industry standards and the objectives and mission of the CBiRC. The technology will not be licensed outside of the Full Members for a period of one hundred eighty (180) days after disclosure of the Invention to Full Member by ISU and/or Cooperator(s).
- 3.4 At the end of such period of one hundred eighty (180) days, ISU and/or Cooperators shall have the right to grant licenses to non-Full Member third parties. For any licenses granted to non-Full Member third parties, ISU and/or Cooperators shall make reasonable efforts in good faith to ensure that the terms and

conditions of such licenses shall be on terms no more favorable than terms and conditions offered to Full Members for similar licenses.

- 3.5 The granting of fee and/or royalty bearing licenses to Full Member herein shall be subject to any third party rights or restrictions and to the payment of patent costs by Full Member. Full Member shall pay to the institution prosecuting the relevant Invention(s) its proportional share, divided equitably among licensees, of patent costs of the Invention(s) for which Full Member has elected to take a license.
- 3.6 EXCEPT AS OTHERWISE MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, INVENTIONS ARE LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. ISU AND COOPERATORS MAKE NO REPRESENTATION, NOR EXTEND ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY FULL MEMBER OR ITS VENDEES OR OTHER TRANSFEREES OF PRODUCTS INCORPORATING OR MADE BY USE OF INVENTIONS LICENSED UNDER THIS AGREEMENT.

4. Copyright

Copyrightable materials created while working on CBiRC projects shall be owned and controlled by the author of such materials or his/her designee.

5. Use of Names

Except as required by law, no party shall use the name, logos, marks, emblems and designs ("Mark") of ISU, a Cooperator, Strategic Member, or Full Member in any publicity or advertisement, whether with respect to this Agreement or any other related matter, without the prior written approval of an authorized representative of the owner of the Mark. Acknowledgement of funding or participation in CBiRC in a factual statement shall not be considered to be publicity or an advertisement and shall not be restricted by this requirement.

6. Notices

Any notices required or permitted to be given hereunder will be in English and will be in writing delivered by first class mail or facsimile to the following:

Iowa State University
Laura Carabillo
Manager, Industry Contracts
1138 Pearson Hall
Ames, IA 50010
515-294-5225
lec@iastate.edu

7. Independent Parties

For purposes of this Agreement, ISU, Cooperators, Full Members and Strategic Members shall be independent contractors, and none shall at any time be considered an agent or an employee of the other. No joint venture, partnership or like relationship is created among ISU, the Cooperators, Full Members or Strategic Members by this Agreement.

8. Indemnification

Full Member shall indemnify, defend and hold Cooperators and ISU, including each of their trustees, Full Members and Strategic Members, officers, directors, employees, students, affiliates, inventors, and authors, harmless against any and all claims, proceedings, demands, liabilities, and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind

