GRAPES Industry/University Cooperative Research Center
PHASE II Membership Agreement

This Agreement is made this _____ day of ________, 20___ by and between any 
PARTICIPATING UNIVERSITY on behalf of the GRAPES CENTER (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 GRAPES CENTER comprising and acting through the CENTER FOR GRID-
CONNECTED ADVANCED POWER ELECTRONIC SYSTEMS (GRAPES), which is defined 
as all GRAPES Research Sites funded by the Industry/University Cooperative Research Center 
Program of the National Science Foundation. 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 Grid-Connected Advanced Power Electronic Systems; and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to 
support an Industry/University Cooperative Research Center for Grid-Connected Advanced 
Power Electronic Systems (hereinafter called "CENTER") 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 advanced power electronics (e.g., power systems, power 
electronics, IC design and CAD, controls, and test and evaluation).

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

1. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. For 
the first five years, the CENTER has been supported jointly by industrial firms, Federal 
laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITY. 
NSF support will continue in Phase II for the years 2014 through 2019. It is possible that 
the UNIVERSITY may receive support from NSF for an additional five years as a Phase 
III center.

2. Any company, federal research and development organization, or any US government-
owned, contractor-operated laboratory may become a member or sponsor of the 
CENTER, 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 CENTER.

3. COMPANY agrees to contribute $40,000 annually in support of the CENTER and 
thereby becomes a Full Member. If COMPANY meets the definition of a small business 
as defined by the United States Small Business Administration (SBA) it agrees to 
contribute $5,000.00 annually and thereby becomes a Small Business Member. Payment 
of these membership fees shall be made to UNIVERSITY as 1) a lump sum with an 
effective MEMBERSHIP START DATE of either January 1 or July 1 of the calendar
year; or 2) in two equal semi-annual installments due on January 1 and July 1 of each
year of membership/sponsorship. Checks from COMPANY should be made payable to the
SOUTH CAROLINA RESEARCH FOUNDATION and mailed to the signatory address
below within one month after the MEMBERSHIP START DATE. 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 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 CENTER (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 CENTER. COMPANY, however, shall
have the opportunity to review any paper or presentation containing results of the
research program of CENTER as specified in CENTER bylaws.

6. All patents derived from inventions conceived or first actually reduced to practice in the
course of research conducted by the CENTER 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 CENTER. 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 CENTER bylaws.

8. Copyright registration shall be obtained for software developed by CENTER.
COMPANY shall be entitled to a nonexclusive, royalty-free internal use license to all
software developed by CENTER, per the CENTER bylaws.

9. Any royalties and fees received by UNIVERSITY under this Agreement, over and above
expenses incurred, will be distributed per the UNIVERSITY’s Inter-Institutional
Agreement (IIA) and respective royalty sharing policies of the respective university sites.

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:

UNIVERSITY
South Carolina Research Foundation
1600 Hampton Street, Suite 414
Columbia, SC 29208

COMPANY
Company Name:____________________

Company Address:

Authorized Signature

By: R. Steven Etheredge
Title: Assistant Director, Policy & Compliance

Date: __________________________

Printed name: ___________________
Title: __________________________

By: __________________________

Date: __________________________