

**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 1 January, 2018 (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:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. For the first five years, the CENTER was 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.
- B. Any COMPANY, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a member of the CENTER, consistent with applicable state and federal laws and statutes.
- C. COMPANY agrees to contribute \$40,000 annually in support of the CENTER and thereby becomes a Full 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 UNIVERSITY and mailed to UNIVERSITY 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.

- D. 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.
- E. UNIVERSITY reserves the right to publish in 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 prior to publication of the paper, and shall have the right to request a delay in publication until the issue is resolved, provided that COMPANY makes a written request and justification for such delay within 10 days from the date the proposed publication is submitted by certified mail to COMPANY.
- F. 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 will take such action as is necessary to ensure that it has ownership of all patents developed from this work, and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act.
- G. UNIVERSITY agrees that all CENTER members are entitled to a nonexclusive royalty-free license. COMPANY will have the right to sublicense its subsidiaries and affiliates. COMPANIES that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.
- H. If only one COMPANY seeks a license, that COMPANY may obtain a fee-bearing license that is exclusive, except that the license is subject to the rights of the federal government under the Bayh-Dole Act. COMPANY has the right to sublicense its subsidiaries and affiliates.
- I. Copyright registration shall be obtained for software developed by CENTER. COMPANY shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software.
- J. 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.

For-Profit Members:

K. 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.

Governmental Entities:

K. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.

UNIVERSITY	COMPANY
University Name: University of South Carolina	Company Name:
University Address: 1600 Hampton Street Columbia, SC	Company Address:
UNIVERSITY Authorized Signature	COMPANY
Signature:	Signature:
Printed Name: Brandi Boniface	Printed Name:
Title: Associate Director of Sponsored Awards Management	Title:
Date:	Date: