



SMART LIGHTING ENGINEERING RESEARCH CENTER

The Right Light Where and When You Need It

THE SMART LIGHTING ENGINEERING RESEARCH CENTER

INDUSTRIAL MEMBERSHIP AGREEMENT

The Smart Lighting Engineering Research Center (“CENTER”) is established by the National Science Foundation (“NSF”) to pursue breakthrough research activities in fundamental science, enabling technologies, and system demonstration of highly efficient and controllable solid-state light sources. The CENTER has developed core research, non-core research, education and technology transfer activities.

This Agreement is made effective this _____ day of _____ (“Effective Date”) by and between the CENTER’s Core Academic Members and _____, located at _____ (hereinafter called “ORGANIZATION”), each singly a “Party” and collectively the “Parties.” Core Academic Members in the CENTER consist of Rensselaer Polytechnic Institute (hereinafter “LEAD UNIVERSITY”), as the lead institution, and core partner universities. The core partner universities are Boston University and The Regents of the University of New Mexico (each referred to individually as a “CORE PARTNER UNIVERSITY” and collectively as “CORE PARTNER UNIVERSITIES”).

The Parties to this Agreement intend to join together in a cooperative effort to support the CENTER to leverage the NSF support in conducting Core Research and leverage technology transfer activities.

Now, therefore, for the mutual benefits and considerations each to the other, the Parties hereto agree to the following terms and conditions:

- A. CENTER will operate in accordance with the CENTER Bylaws, a copy of which is incorporated herein and annexed hereto as Attachment A, and which may be amended from time to time by CENTER and an amended copy provided to ORGANIZATION.
- B. ORGANIZATION agrees to pay the selected, nonrefundable membership fee listed below annually in support of the CENTER, thereby becoming a Industrial Member of the CENTER in the category indicated below and entitled to the privileges described in the CENTER Bylaws (Attachment A). Annual membership fees may be changed in accordance with the CENTER Bylaws and by amendment to this Agreement.

- Full Industrial Member \$30,000
- Affiliate Industrial Member \$5,000

Each membership year starts on September 1st, and goes until August 31st of the following year. New Industrial Member’s fees for the first year of membership are pro-rated on a monthly basis. A portion of the Full Industrial Member’s fees will be allocated by the CENTER Director to the Intellectual Property Protection Fund (IPPF) in accordance with the terms of the CENTER Bylaws.



LEAD UNIVERSITY shall submit an invoice to the ORGANIZATION for the payment of the first year membership fee within thirty (30) days after this Agreement is fully executed. For subsequent years, LEAD UNIVERSITY shall invoice ORGANIZATION for membership fees in full. Payment will be due and payable, in full, thirty (30) days after the ORGANIZATION's receipt of the aforementioned invoices. Checks must be made payable to Rensselaer Polytechnic Institute and mailed to:

Rensselaer Research Admin Payment Center
PO Box 33375
Hartford, CT 06150-3375

An electronic funds transfer option through Bank of America is also available, the details of which will be included on the invoice. Because research of the type to be done by the CENTER takes time and research results may not be immediately obvious, the ORGANIZATION joins the CENTER with the intention of remaining a fee-paying member for at least five (5) years. Membership in the CENTER shall become effective upon full execution of this Agreement and LEAD UNIVERSITY's receipt of the first payment by the ORGANIZATION of its membership fees.

- C. The ORGANIZATION agrees to be bound by the provisions of the attached CENTER Bylaws.
- D. This Agreement shall become effective upon the Effective Date and shall extend for a period of five (5) years unless earlier terminated in accordance with the terms of this Agreement.
- E. The ORGANIZATION may terminate this Agreement by giving the CENTER Director a written notice of termination no less than six (6) months prior to the effective date of termination. In the event of such termination, the ORGANIZATION shall not be required to make any payment beyond the date of termination. If the ORGANIZATION provides notice of termination, and if such six-month notice period runs into a subsequent membership year, then the ORGANIZATION's membership fee for the subsequent year shall be in the amount of the previous year's annual membership fee pro-rated on a monthly basis.
- F. The LEAD UNIVERSITY may terminate this Agreement upon written notice to ORGANIZATION for any reason, including failure of ORGANIZATION to pay, when due, ORGANIZATION's membership fee or other default of this Agreement by ORGANIZATION unless the ORGANIZATION shall have made the required payment or corrected the default within thirty (30) days from the date of the notice of termination provided by the LEAD UNIVERSITY.
- G. THE CENTER AND ALL CORE ACADEMIC MEMBERS OF THE CENTER MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE USE, ORIGINALITY, OR ACCURACY OF ANY RESEARCH RESULTS, ANY ITEM OF

INTELLECTUAL PROPERTY OR ANY INVENTION OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY RESEARCH PROJECT, ANY RESEARCH RESULTS, ANY ITEM OF INTELLECTUAL PROPERTY, OR ANY INVENTION OR PRODUCT CREATED OR BASED, IN WHOLE OR IN PART, ON ANY RESEARCH PROJECT OR ANY WORK OR RESEARCH PERFORMED UNDER THIS AGREEMENT.

- H. IN NO EVENT SHALL THE CENTER OR ANY CORE ACADEMIC MEMBERS OF THE CENTER, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURIES TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE CENTER, LEAD UNIVERSITY OR CORE PARTNER UNIVERSITIES HAVE BEEN ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.
- I. ORGANIZATION shall indemnify, defend and hold harmless the CENTER and all Core Academic Members of the CENTER from and against all claims, losses, damage, expenses, actions, judgments, fines or penalties of any nature whatsoever (including attorneys' fees) arising out of or resulting from ORGANIZATION's own negligence, willful misconduct, or breach of its obligations hereunder.
- J. It is understood by all Parties that the research conducted by the CENTER and the individual Core Academic Members is anticipated to be of the type which qualifies for the Fundamental Research Exclusion under applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and companion regulations, the International Traffic in Arms Regulations, the Export Administration Act of 1979, and companion regulations, the Export Administration Regulations). Notwithstanding the foregoing, all Parties hereto agree that they will abide by all applicable laws and regulations concerning the export or re-export of technical data, computer software, laboratory prototypes and other commodities.
- K. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the Parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service, and shall be deemed to have been given or made as of the date received.
- L. Contact information for the CORE ACADEMIC MEMBERS and ORGANIZATION:

RENSSELAER POLYTECHNIC INSTITUTE

CENTER Director:

Robert F. Karlicek, Jr.
Director, Smart Lighting Engineering Research Center
Professor, Dept. of Electrical, Computer, & Systems Eng.
Rensselaer Polytechnic Institute
CII 7207, 110 8th St.
Troy, NY 12180
Phone: (518) 276-3310
Email: karlir@rpi.edu

Contract Administration Contact:

Richard E. Scammell
Director, Research Administration
400 West Hall, Rensselaer Polytechnic Institute
Troy, New York 12180-3590
Phone: (518) 276-6177
Fax: (518) 276-4820
Email scammr@rpi.edu

Intellectual Property Administration Contact:

Ronald M. Kudla, Ph.D., MBA, CLP
Executive Director
Office of Intellectual Property
Technology Transfer, and New Ventures
Rensselaer Polytechnic Institute
110 8th Street, 3210 J Building
Troy, New York 12180-3590
Phone: (518) 276-3354
Fax: (518) 276-6380
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BOSTON UNIVERSITY

Contract Administration Contact:

Maureen Rodgers
Assistant Director
Office of Sponsored Programs
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Fax: 617-353-6660
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Intellectual Property Administration Contact:

Jonathan Jensen
Technology Development Office
53 Bay State Road
Phone: 617-353-4550
Fax: 617-353-6141
Email: jjensen@bu.edu

UNIVERSITY OF NEW MEXICO

Contract Administration Contact:

Shannon Denetchiley
Contract and Grant Administrator
Sponsored Projects Services
Phone: 505-277-7647
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Intellectual Property Administration Contact:

Lisa Kuuttilla
CEO, STC.UNM
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Fax: (505) 272-7300
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ORGANIZATION:

Contract Administration Contact:

Name:

Title:

Address:

Phone:

Fax:

Email:

Intellectual Property Administration Contact:

Name:

Title:

Address:

Phone:

Fax:

Email:

- M. This Agreement shall not be assigned or delegated, in whole or in part, by ORGANIZATION, nor shall any assignment or delegation be valid, without the prior written consent of all Core Academic Members hereto. No modifications or amendments to this Agreement shall be valid unless contained in writing and signed by all Parties to this Agreement.
- N. This instrument, together with the CENTER Bylaws (Attachment A), contains the entire agreement between the parties and is not subject to any prior or other terms, conditions, statements, or representation except those expressly set forth or incorporated by reference herein. This Agreement shall be binding upon the Parties hereto and their successors and assignees.
- O. This Agreement shall be governed by the laws of the State of New York, without reference to its provisions concerning the conflict of laws.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above.

ORGANIZATION

Rensselaer Polytechnic Institute

By: _____

Printed Name:

Title:

By: _____

Printed Name: Richard E. Scammell

Title: Director, Research Administration