

INDUSTRY/UNIVERSITY AGREEMENT

This Agreement made this _____ day of _____, 19 ____, by and between Northeastern University (hereinafter called "UNIVERSITY") and _____ (hereinafter called "COMPANY").

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Center for Microcontamination Control (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to develop better understandings of contamination control with particular application to clean processes in industry;

WHEREAS, this work will include the appropriate research to reduce contamination from equipment, materials and personnel, techniques to monitor and remove contamination from materials, and procedures to permit more efficient clean processes and operations at reduced cost;

AND WHEREAS, this program will strengthen the UNIVERSITY'S research and teaching capabilities in Engineering, Physics, Chemistry, and allied areas;

NOW THEREFORE, for the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. CENTER shall be operated by the UNIVERSITY under the leadership of a Director to be appointed in accordance with the CENTER Bylaws and prospectus.
2. Any United States corporation may become a sponsor of CENTER, consistent with applicable state and federal laws and statutes.
3. Full Member: COMPANY agrees to contribute \$40,000 annually in support of CENTER and thereby becomes a sponsor. Checks for payment of these dues shall be made payable to Northeastern University. Payment can be made in a lump sum or via quarterly payments on or before the first day of January, April, July, and October of each year. Checks should be mailed to the Director, Center for Microcontamination Control, Northeastern University, 334 Snell Engineering Center, Boston, MA 02115. Because research of the type to be done by the CENTER takes time, and research results may not be obvious immediately, COMPANY joins CENTER with the intention of remaining a dues-paying member for at least three (3) years. However, COMPANY may terminate this Agreement by giving UNIVERSITY one hundred eighty (180) days written notice prior to the termination date. Should COMPANY exercise its termination option and said termination date occurs prior to the end of the year or quarter through which the COMPANY has made its contribution, UNIVERSITY shall not be obligated to provide a refund on any portion thereof. The annual renewal date for all memberships in the CENTER shall be the July 1st following signature of this Agreement.
4. The organization and operation of the CENTER shall be in accordance with CENTER bylaws as established by UNIVERSITY and the CENTER membership.

5. There will be an Industrial Advisory Board comprised of two (2) representatives, who shall have one vote, from each full member company. This Board makes recommendations on:

- a. The research projects to be carried out by CENTER.
- b. The apportionment of resources to these projects.
- c. Changes in the Bylaws.

The operation of this Board is specified in the Bylaws.

6. Patent and Publication Policies. The question of patents is certainly of importance to industry. However, we anticipate that in most cases development work leading to patents will be done by industrial firms rather than the CENTER, if patentable new technology is developed by research at the CENTER, the following policies shall apply:

a. All inventions conceived or first actually reduced to practice in the course of research conducted under CENTER sponsorship, and all patents thereon, shall have title therein vested in the UNIVERSITY. Any such invention made which utilized support from NSF or other federal sponsors shall be subject to the terms and conditions of the sponsoring agreement providing the funds used in the development of said invention. UNIVERSITY hereby agrees that COMPANY shall be entitled to a non-exclusive, irrevocable, royalty-free license in such patent if it so requests. Should COMPANY request that a patent be applied for on an invention in order to exercise its right to the foregoing license, COMPANY agrees to pay for the cost of such patent application or to share on an equal basis therein should other CENTER-sponsoring companies exercise their same right to request the filing of a patent application. COMPANY may request an exclusive license in an invention arising hereunder and UNIVERSITY agrees to consider such request, subject to approval thereof by UNIVERSITY and all other company sponsors. If so approved, UNIVERSITY will then enter into negotiations for an exclusive, fee-bearing license with COMPANY. All licenses granted in accordance with this provision shall include the right for COMPANY to sublicense its subsidiaries and affiliates, inclusive of the right of such subsidiaries and affiliates to sublicense their subsidiaries and affiliates, in accordance with any all applicable state or federal laws and/or statutes. Each COMPANY exercising its right to grant sublicenses hereunder shall provide a written summary of its own and its subsidiaries' and affiliates' licensing activities to the CENTER Director on July 1st and January 1st of each year.

b. At the request of COMPANY, software developed by CENTER shall be copyrighted. Title in resulting copyrights shall vest in UNIVERSITY. COMPANY is hereby granted an irrevocable, nonexclusive, royalty-free license in such copyrights. This license shall include the right to sublicense its subsidiaries and its affiliates, inclusive of the right of such subsidiaries and affiliates, in accordance with any and all applicable state and federal laws and/or statutes. Each COMPANY, exercising its right to grant sublicenses hereunder, shall provide a written summary of its own and its subsidiaries' and affiliates' licensing activities to the CENTER Director on July 1st and January 1st of each year.

c. UNIVERSITY reserves the right to publish in scientific journals the results of all research performed at CENTER. COMPANY, however, shall have the right to review any paper containing results of the research program of CENTER prior to submission of the paper for publication. COMPANY may request delay of the proposed publication for a period not to exceed one year from the date of submission to COMPANY. Said request for delay shall only be made in order to permit the filing of patent applications on any invention or discovery made by CENTER, and COMPANY must make said request in writing and include a justification therefor within forty-five (45) days from the date the

proposed publication was transmitted to COMPANY. Publication of information shall be permitted at any time, however, following the use of this information by COMPANY in a product. Should the proposed publication be a student thesis or dissertation, UNIVERSITY and COMPANY hereby agree to use their best efforts to complete all reviews of material contained therein and any necessary patent application procedures evolving therefrom in such a manner as not to impede the students' completing their requirements for graduation or completion of a degree.

7. The parties agree to comply with all applicable state and federal laws and/or rules concerning equal opportunity and nondiscrimination.

8. The parties agree that should a dispute arise out of this Agreement, involving the sum of \$10,000 or less, exclusive of interest, costs, and attorney's fees, the parties shall submit the matter to binding arbitration according to the Massachusetts Supreme Court Rules for Compulsory Arbitration and the decision of the arbitrator(s) shall be final and binding upon the parties.

9. COMPANY shall not use the Northeastern University CENTER'S names in any advertising or promotional material without first having the proposed use approved in writing by the UNIVERSITY'S Vice President for Research or his designee. Neither UNIVERSITY nor CENTER shall use members' names in any advertising or promotional materials, other than as a list of current members, without the prior written consent of the appropriate company official.

10. The provisions contained herein constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject material hereof. This agreement may not be changed, altered, or supplemented except by written amendment hereto, signed by both parties.

11. This agreement is made under and shall be construed and enforced in accordance with the laws of the State of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative.

Name

Name

Title

Title

Date

Date