

Security and Software Engineering Research Center (S²ERC) Affiliation Agreement

This Agreement is made by and between Ball State University, (hereinafter called "UNIVERSITY") and _____ (hereinafter called "AFFILIATE").

WHEREAS, the National Science Foundation ("NSF") Industry/University Cooperative Research Center (I/UCRC) for the Security and Software Engineering Research ("S²ERC" or "CENTER") will be composed of UNIVERSITY and any other research site funded by the I/UCRC program; and

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the S²ERC at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research to improve the security and software engineering capabilities of its affiliates.

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

A. The CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. For the next five years, the CENTER will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional five years.

B. Any company, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become an AFFILIATE of the CENTER, consistent with applicable state and federal laws and statutes.

C. There will be an Industrial Advisory Board ("IAB") composed of one representative from each affiliate. This board makes recommendations on (a) the research projects to be carried out by the CENTER (b) the apportionment of resources to these research projects, and (c) bylaws/operational procedures and adoption of any changes to them. There are three types of Affiliate Memberships, depending upon the level of contribution paid to the S²ERC: Full Affiliate Membership gives the Affiliate one vote in the IAB; Double Affiliate Membership gives the Affiliate a maximum of two votes in the IAB; Associate Affiliate Membership gives the Affiliate non-voting representation in the IAB. The operation of the IAB is further described in the bylaws/operating procedures of the CENTER.

D. AFFILIATE agrees to pay an annual fee for one of the membership categories as indicated below:

1) FULL AFFILIATE MEMBERSHIP: Forty Thousand Dollars (\$40,000, up to \$79,999) annually for one (1) year's membership;

2) DOUBLE AFFILIATE MEMBERSHIP: Eighty Thousand Dollars (\$80,000) or more annually for one (1) year's membership;

OR

3) ASSOCIATE AFFILIATE MEMBERSHIP: Five Thousand Dollars (\$5,000, up to \$39,999) annually for one (1) year's membership.

Payment of these fees shall be made to Ball State University as a lump sum effective upon the Sponsorship Effective Date indicated below AFFILIATE's signature on this Agreement and on the anniversary of that date for subsequent years; or in four equal quarterly installments due and payable on the first day of each calendar quarter beginning with the Sponsorship Effective Date and continuing throughout each year of

sponsorship. Checks from AFFILIATE should be mailed to Sponsored Projects Administration, Ball State University, 2000 W. University Avenue, Muncie, Indiana, 47306 and made payable to Ball State University. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, AFFILIATE should join the CENTER with the intention of at least two years of sponsorship. However, AFFILIATE may terminate this Agreement by giving UNIVERSITY 90 days written notice prior to the termination date.

E. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by the CENTER. AFFILIATE, however, shall have the opportunity to review any paper or presentation containing results of the research program of the CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to AFFILIATE, for proprietary reasons, provided that AFFILIATE makes a written request and justification for such delay within sixty (60) days from the date the proposed publication is submitted by certified mail to AFFILIATE.

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, 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. UNIVERSITY agrees that all such CENTER affiliates are entitled to a nonexclusive royalty-free license. AFFILIATE will have the right to sublicense its subsidiaries and affiliates. Affiliates that wish to exercise rights to a royalty-free license agree to pay for the costs of patent application. If only one Affiliate seeks a license, that Affiliate may obtain an exclusive fee-bearing license through one of its agents. AFFILIATE has the right to sublicense its subsidiaries and affiliates.

G. Copyright registration shall be obtained for software developed by the CENTER. AFFILIATE shall be entitled to a nonexclusive, royalty-free license to all software developed by the CENTER. AFFILIATE will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to the CENTER to be negotiated, based on the worth of the initial software.

H. Neither party is assuming any liability for the actions or omissions of the other party. Each party will indemnify and hold the other party harmless against all claims, liability, injury, damage or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of a party's agents or employees.

I. Any official notice, invoice, and other correspondence between the parties under this Agreement shall be in writing and delivered by no less than First Class U.S. Mail service or facsimile transmission addressed to the other party's administrative contact as follows:

S²ERC Administrative Contact

Justin Miller, Director
Sponsored Projects Administration
Ball State University
Muncie, Indiana 47306

Phone: (765) 285-1600
Fax: (765) 285-1624

AFFILIATE Administrative Contact

Phone: _____
Fax: _____

IN WITNESS WHEREOF, UNIVERSITY and AFFILIATE have caused this Agreement to be executed by their duly authorized officials, to be effective as of the Sponsorship Effective Date indicated below Affiliate's signature, which day and month in subsequent years in which AFFILIATE adheres to the terms of this Agreement shall be called the anniversary date of this Agreement.

UNIVERSITY: Ball State University

Typed Name: _____ (Date)
Typed Title:

AFFILIATE: _____

Typed Name: _____ (Date)
Typed Title:

Date Sponsorship is to Become Effective:

October 1, 20__ January 1, 20__ April 1, 20__ July 1, 20__

AFFILIATE Representative to Industrial Advisory Board (as described in Article D):

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____