

The Advanced Nanomanufacturing Cluster for Smart Sensors and Materials Agreement Sep 2018

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## **CSSM Members and Partners Support Programs at Northeastern University**

### **Membership Categories:**

- Strategic Partners: An annual commitment of at least \$60,000
- Institutional Partners: An annual commitment of at least \$40,000
- Institutional Members: An annual commitment of \$10,000 (or \$5,000 for small businesses)

### **All Institutional Members enjoy:**

- Ability to propose research topics
- Access to selected research equipment and testbed facilities
- Facilitation of and/or participation in joint proposal opportunities
- Access to faculty experts and their knowledge base
- Access to students associated with the CSSM, including graduate students, post-doctoral researchers, and undergraduate and graduate coops, interns and fellows
- Access to short courses, workshops, meetings and conferences
- Ability to hire trained graduates as COOPs before graduation
- Access to research and development results up to 6 months before publication

### **Partners at \$40,000 level and above enjoy these additional benefits:**

- Access to non-proprietary information
- A seat on the CSSM Industrial Advisory Board to influence research directions.
- Immediate access to Intellectual Property: non-exclusive, royalty-free research licenses for the use of existing CSSM IP for internal, non-commercial purposes.

### **Strategic Partners Membership Specific Benefit Details:**

In addition to the above, strategic partners can:

- Guide the research directions for their membership fees
- Royalty-free research licenses for the use of existing CSSM technologies for internal, non-commercial purposes and priority access to new patents associated with paid fees.

### **Membership fees may be used toward the following:**

Members can direct a portion of the membership to:

- a. Targeted proprietary research (\$40K or more)
- b. Targeted non-proprietary research-consortium (\$20K or more)
- c. On-site educational seminar on topic chosen by company (\$5K or more)
- d. Technical consulting, such as process technology implementation (\$5K or more)
- e. Facilities user fees (\$10K or more)

<b>The Advanced Nanomanufacturing Cluster for Smart Sensors and Materials Industrial Partners Membership Options Selection Sheet</b>		
<p>Please review the <i>Membership Options</i> below and indicate where you would like to invest membership dollars.                      For example, a Strategic Partner invests \$60,000 or more, which includes \$20,000 in Center support for R&amp;D, and at least \$40,000 in other activities, such as \$20,000 for research and \$20,000 for technical consulting, or perhaps \$20,000 in research plus \$10,000 in short-course sponsorship and \$10,000 toward a patent license.</p>		
<b>Member / Partner Name:</b>		
<b>Membership Level:</b>		
<input type="checkbox"/>	Strategic Partner:	An annual commitment of at least \$60,000
<input type="checkbox"/>	Institutional Partner:	An annual commitment of at least \$40,000
<input type="checkbox"/>	Institutional Member:	An annual commitment of \$10,000
Quantity	\$	Member Allocations
		Support for the CSSM Research and Development Infrastructure.
		A. \$40,000 (or more) in proprietary research (requires a separate Sponsored Research Agreement)
		B. \$20,000 (or more) in support of CSSM Core Projects: targeted (non-proprietary) research or services and a non-exclusive license to any resulting intellectual property
		C. \$5,000 (or more) toward technical consulting tailored to the partner's needs
		D. \$5,000 (or more) toward registration of short-courses, technical consulting, or facility user fees
		E. \$5,000 (or more) to be allocated at the discretion of the CSSM Director for research, education, and/or infrastructure development
<b>TOTAL DUE \$</b>		

Note: the Sponsored Research Agreement is a separate agreement and is billed separately.

**The Advanced Nanomanufacturing Cluster for Smart Sensors and Materials  
NORTHEASTERN UNIVERSITY**

**CLUSTER AGREEMENT**

This agreement ("Agreement") is made and entered as of the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between \_\_\_\_ ("Industrial Partner") and NORTHEASTERN UNIVERSITY (the "University") on behalf of its Cluster for Smart Sensors and Materials ("CSSM").

Whereas, the parties to this Agreement intend to partner in support of the CSSM to stimulate industrial innovation, enhance national economic competitiveness, and strengthen technical and service capabilities;

Whereas, the Industrial Partners Program ("IPP") has been created to establish partnerships with companies and other entities to further the mission of the University; and

Whereas, IPP participants are expected to play an important role in the research, education, technology transfer, and innovation goals of CSSM, including creating and demonstrating the scientific and technological feasibility of innovative methodologies and systems governing nanomanufacturing, assisting in the transfer of research discoveries and observations from university to industry and vice versa, and developing an interdisciplinary education program.

Now, therefore, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Article 1 – Definitions**

In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

- 1.1 "Industrial Partner": As provided herein, any United States company, foreign-based company, non-profit organization, or any research and development organization owned and operated by U.S. state and/or federal government of the United States or any agency thereof that satisfies the eligibility criteria of Attachment A may become an Industrial Partner and a member of the CSSM. Each of the terms "Strategic Partner," "Institutional Partner," "Institutional Member," or "Affiliate Member," refers to a type of "Industrial Partner" for the purposes of this Agreement. Non-U.S.-based companies will be considered for Industrial Partnership on a case-by-case basis and in accordance with applicable U.S. Federal rules and regulations.
- 1.2 "Core Projects" are projects funded in part by unrestricted cash gifts from Industrial Partners for research, education, and/or infrastructure development that may be carried out by the CSSM.
- 1.3 "Gifts-in-kind" are non-cash investments in Core Projects of the CSSM such as equipment, supplies, donated personnel and other services.
- 1.4 "Current Year" is the University fiscal year *which begins July 1 and ends June 30* of the following calendar year.
- 1.5 "Proprietary Information" shall mean all information identified in writing by an Industrial Partner as being proprietary in nature. Notwithstanding the foregoing, the following information is not Proprietary Information: (a) any information known to the University or CSSM prior to its disclosure by an Industrial

Partner, (b) any information that now is or has become generally known on a non-proprietary basis to the industry through no act or failure to act on the part of the CSSM, (c) any information hereinafter furnished to the University or CSSM by a third party as a matter of right and without restriction or disclosure, or (d) any information developed by or on behalf of the University or CSSM during the course of Core Project operations. Proprietary Information to be disclosed by any Industrial Partner through the activities of the CSSM shall be designated in advance of its disclosure and non-disclosure agreements may be required from all persons receiving such information.

- 1.6 "The Industrial Advisory Board" consists of representatives of each Industrial Partner in good standing, who are not employees of the CSSM. The Industrial Advisory Board provides review and advice on research, education, and/or infrastructure development projects carried out by the CSSM.

#### **Article 2 – Payment; Term**

- 2.1 The Industrial Partner shall pay to the University the amount specified on Attachment A annually, with the first payment being due within thirty (30) days of the execution of the Agreement, or in another schedule of installments as approved in writing by the CSSM Director.
- 2.2. The initial term of this Agreement begins on the date of the execution of this Agreement and continues for 12 months. Thereafter the Industrial Partner can renew the Agreement for subsequent 12-month.
- 2.3 The following investments by Industrial Partners will not be subject to indirect charges: Core Project operations; Gifts-in-kind; membership enhancement projects; and undergraduate and graduate fellowships and internships. All other types of investments by Industrial Partners will be charged indirect charges at the then prevailing rates.
- 2.4 Checks from the Industrial Partner for CSSM membership fees should be made payable to "Northeastern University" with "CSSM Industrial Partnership" in the memo field. Please send checks to Northeastern University, Center for High-rate Nanomanufacturing, 360 Huntington Ave.-467 Egan, Boston, MA 02115-5000. Contracts and payments for sponsored research will be handled separately.

#### **Article 3 – Membership; Renewal**

- 3.1 A renewal notice will sent with an invoice. Benefits of, and eligibility for, the classes of membership are defined in Attachment A and subject to this Agreement, and applicable law and/or contract.
- 3.2 An Industrial Partner may terminate its membership by giving the CSSM Director a written notice of termination no less than ninety (90) days prior to the effective date of termination. In the event of such termination, the Industrial Partner shall not be required to make any payment of Core Project investments beyond the effective date of termination; however, no refunds of Industrial Partner investments already received for any the CSSM investment component shall be provided to Industrial Partners.
- 3.3 The University may terminate the membership any the Industrial Partner for failure to pay, when due, any Industrial Partnership investment obligation or other default of this Agreement unless the Industrial Partner has made the required payment or corrected the default within thirty (30) days from the date of the notice of termination provided by the CSSM.
- 3.4 Foreign Industrial Partners can provide guidance and support to the CSSM and will receive information about research, technology, and systems development to the same degree as United States Industrial Partners, unless otherwise prohibited by Federal law.
- 3.5 The rights and obligations of an Industrial Partner shall extend only to the Partner's affiliates and subsidiaries who share in the free flow of the Partner's internal technical information.
- 3.6 At any time, University has a number of nanotechnology-related patents that may be licensed to Industrial Partner on terms and conditions mutually acceptable to the parties.

- 3.7 Termination of the membership of an Industrial Partner results in the termination of all benefits to the Industrial Partner under this agreement, effective on the date of termination. Any and all access to and use of University owned or controlled classroom, laboratory and other space(s) (collectively, the "Campus") is subject to all policies and procedures of the University regarding the same and all persons including, without limitation, the employees and/or contractors of any Partner, shall, at all times, comply with such policies and procedures. The University may remove from and deny future access to and use of the Campus to any person in noncompliance with any such policy or procedure of the University.

#### **Article 4 – Publicity**

- 4.1 An Industrial Partner and the University and/or CSSM will not use each other's names, nor identify any members of their respective sponsored project staffs, in any publicity, advertising or news release without prior written approval of the respective authorized representative of the Partner(s), University or CSSM.

#### **Article 5 – Intellectual Property Arising from Core Research**

- 5.1 All patents, copyrights, trade secrets, trademarks and other rights of any kind that result from Core Projects shall belong to University, its researchers and/or other institutions, consistent with University policy and U.S. law.
- 5.2 Any patents, copyrights, trade secrets, trademarks and other rights of any kind that result from individually sponsored research would be governed by a separate Sponsored Research Agreement.
- 5.3 Industrial Partners shall be encouraged to develop royalty-bearing licenses to any intellectual property held by the University and/or developed from the Core Projects being conducted by CSSM.
- 5.4 Any Industrial Partner who obtains a license may also obtain the right to sublicense to its subsidiaries in accordance with all terms and conditions contained in this Partnership Agreement and as the parties may agree.
- 5.5 The University reserves the right to publish the results of all research performed at the CSSM provided however University shall not include in any such publication any Proprietary Information of Industrial Partners without the prior written consent of the Industrial Partner.

#### **Article 6 – Sponsored Research Project Funding – Not Covered by this Agreement**

- 6.1 This Agreement does not cover sponsored research project funding. The parties shall have a separate written agreement for sponsored research projects of particular interest to the Industrial Partners that may include, among other things, a specifically defined product or service deliverable to the Industrial Partners.
- 6.2 Funding for sponsored research projects are subject to indirect charges at the then-prevailing rates.

#### **Article 7 – Miscellaneous**

- 7.1 The Agreement shall not be assigned or delegated, in whole or in part, by any Industrial Partner, nor shall any assignment or delegation be valid, without the prior written consent of the CSSM.
- 7.2 The relationship between the Industrial Partner and the University shall be that of independent contractor. Neither party shall have the authority nor shall it purport to bind the other.
- 7.2 No modifications or amendments to this Agreement shall be valid unless contained in writing and signed by all parties to this Agreement.
- 7.3 This instrument 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 or which may be contained in a separate confidential non-disclosure agreement between the parties.

- 7.4 This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 7.5 This Agreement shall be governed by the laws of *the Commonwealth of Massachusetts*. The parties hereby consent to the personal and subject matter jurisdiction of the courts of the Commonwealth.

**For Cluster Partner / Member**

**For Northeastern University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Revision of September 2018

For Information About Joining the Cluster, Please Contact:

**Dr. Ahmed Busnaina**

William Lincoln Smith Professor and Director, The Advanced Nanomanufacturing Cluster for Smart Sensors and Materials (CSSM) and the NSF Nanoscale Science and Engineering Center for High-rate Nanomanufacturing  
Northeastern University  
360 Huntington Ave, 467 Egan Building  
Boston, MA 02115  
Tel (617) 373-2992, Fax: (617) 373-2921  
Email: Busnaina@coe.neu.edu  
[www.northeastern.edu/CSSM](http://www.northeastern.edu/CSSM)  
[www.nanomanufacturing.us](http://www.nanomanufacturing.us)