Affiliation Agreement
By and Between

The University of Washington, a public institution of higher education and an agency of the state of Washington And

This Affiliation Agreement ("Agreement") is entered into with the effective date of ________, 2009 ("Effective Date") by, and between the University of Washington, a public institution of higher education and an agency of the state of Washington ("University"), and

____________________________________________________ ("Affiliate"), collectively referred to as "Parties".

WHEREAS, the University has created the __________________________ (e.g., Center for __________________________) ("Center") for the purpose of advancing research and the state of knowledge in the area of __________________________ ("Research");

WHEREAS, the parties of this Agreement are joining together in a cooperative effort to support the Center;

WHEREAS, it is within the roles and mission of the University to advance research;

NOW THEREFORE, for the mutual benefits and considerations, the Parties hereto agree to the following terms and conditions:

1. Membership Categories and Membership Benefits

Affiliation membership categories with their rights and privileges are defined in Attachment I, entitled "Membership".

This agreement is executed at the Full Member (or Associate Member) level of membership. The Member hereby agrees to pay ______________________ dollars ($________________) initial annual fee and ______________________ dollars ($________________) per annum, thereafter, subject to Article II of this Agreement.

2. Affiliate Membership Payments

Affiliate shall pay to the University the first annual fee upon signing this Agreement and all subsequent annual fees in a lump sum sixty (60) days prior to the anniversary of the Effective Date.

Upon execution of this Agreement, the University will submit an invoice to the Affiliate. The University will continue to invoice the Affiliate sixty (60) days prior to the next annual period. All
checks will be made payable to “The University of Washington”, and Mailed to the following address:

3. Termination

The initial term of this Agreement is one year from the Effective Date, and the Agreement automatically renews without further action by either party annually for another year starting with the anniversary of the Effective Date, unless a party provides the other party written notice of the termination of the Agreement prior to each Effective Date. Unless the Affiliate submits its notice of termination to the University at least sixty (60) days prior to the anniversary of the Effective Date, this Agreement shall be automatically renewed as stated above.


(a) Patents: Title to any invention conceived or first reduced to practice in performance of a research initiative under this Agreement shall vest with the University.

(b) Copyright: Title to all copyrightable works first developed under this Agreement shall remain with the University; however, the University will grant to the Affiliate an irrevocable, royalty-free, non-transferable, nonexclusive, license, without the right to sublicense, to use, reproduce, display, and distribute such materials within the Affiliate’s organization. The license granted under this Agreement does not authorize the Affiliate to sublicense or to distribute such copyrightable works outside its organization or to assign this benefit outside its organization.

(c) Publication policies: The Affiliate and the University recognize that publication of research results is of fundamental importance to the University, its faculty members, and research staff. The University reserves the right to publish in scientific journals, or otherwise publicize, the results of all research conducted under this Agreement -- regardless of funding source. Affiliate provided confidential information, however, to the extent not 1) already known to the University, 2) available to the public, 3) received by the University from third party under no obligation of confidentiality to the Affiliate, 4) independently developed by the University without the use of such Affiliate provided confidential information, will remain as such and will be appropriately protected by the University members to whom it is disclosed, and will not be disseminated without written permission from the Affiliate, except as provided by law.

5. Separate Agreement

In the event that the Affiliate wishes to pursue and direct a specific research project, the Affiliate and the University shall enter into a specific and separate research agreement.

6. Entire Agreement/Amendments/Governing Laws
The Parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. This Agreement and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by both Parties. This Agreement shall be construed in accordance with the laws of the State of Washington.

7. Confidentiality

Affiliate acknowledges that University is a governmental entity and thus subject to the Freedom of Information Act. Confidential Information in this Agreement may be subject to public disclosure under the Washington State Public Records Act RCW 42.56 et seq. In the event of a request for Confidential Information, UW agrees to inform Affiliate of such request and cooperate fully to protect such Confidential Information, provided however, that Affiliate shall bear the burden of resisting disclosure under RCW 42.56.540.

The parties agree and acknowledge that each party may disclose confidential information to the other. Information will be considered “Confidential Information” if (1) it is first disclosed in tangible form and is conspicuously marked “confidential,” “proprietary,” or the like, or (2) it is first disclosed in non-tangible form and orally identified as confidential at the time of disclosure and is summarized in tangible form conspicuously marked “confidential,” “proprietary,” or the like within thirty (30) days of such disclosure.

With regard to Confidential Information, the Parties hereby agree:

(a) Except as provided in (c) below, use such information only for purposes of evaluating its interest in the said Confidential Information, and not to use such information for any commercial purpose; and

(b) Except as provided in (c) below, not to disclose Confidential Information to others (except to its employees who reasonably require same for the purposes hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of providing party; and

(c) The receiving party shall not be prevented from using or disclosing information:
   (1) which it can demonstrate by written records was previously known to it;
   (2) which is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party receiving; or
   (3) which is lawfully obtained from sources independent of the providing.

It is further agreed that University’s furnishing of Confidential Information to Affiliate shall not constitute any grant or license to Affiliate under any patent rights now or hereinafter held by University or otherwise. The obligations of confidentiality under the terms of this Agreement shall remain in effect for three (3) years from the date of disclosure of the Confidential Information.

8. Disputes

Any dispute arising out of the performance or payment under this Agreement shall be presented to the University for resolution. Disputes that cannot be resolved by the Parties shall be determined by a court of competent jurisdiction in the State of Washington.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement.
Attachment I (Example)

MEMBERSHIP

1. **Affiliate Membership Categories**

Three types of affiliate membership are available:

- Full Member,
- Associate Member
- Start-up Member

The rights and obligations of each Affiliate depends upon the type of affiliate membership. Participation of the Affiliate in the Center shall be through an Industrial Advisory Board ("IAB").

**Start-up Member:**
- Is available only to corporations having less than 20 employees
- Start-up Members are entitled to attend meetings and to review technologies developed at the Center.

Start-up Members are not entitled to vote on issues presented to the IAB for decision making, and are not entitled to become an "E lecting Member", defined below, for the purpose of receiving licensing rights to technologies developed at the Center.

**Associate Member:**
- Is available only to corporations having less than 500 employees
- Associate Members are entitled to attend meetings and to review technologies developed at the Center.
- Associate Members are not entitled to vote on issues presented to the IAB for decision making, and are not entitled to become an "E lecting Member", defined below, for the purpose of receiving licensing rights to technologies developed at the Center.

**Full Member:**
- Is available to any size corporations, and in addition to all rights reserved for Start-up Members and Associate Members, Full Members:
• are entitled to vote on all issues presented to the IAB for decision making, and are entitled to become an “Electing Member”, defined below, for the purpose of receiving licensing rights to technologies developed at the Center.

### Annual Membership Dues:
- The amount of annual membership dues for Full Member, Associate Member, and Start-up Member is recommended by the University and accepted by the IAB.
- Annual membership dues are not prorated, and the first year’s membership dues are payable at the time that the Affiliate first joins the Center.
- For the subsequent years, the annual membership dues are due and payable, on an annual basis, on or before July 1 of each year.
- Annual dues are used to support research and other activities of the Center consistent with the University’s established policies, guidelines and practices applicable to research centers.
- A portion of the annual dues is used to cover the Affiliate’s meeting related incidental expenses, such as cost of preparing presentation handouts and.

2. **Membership Benefits**

#### Ownership of Intellectual Property:
All inventions first conceived and reduced to practice in the course of research funded by membership dues, and conducted at the Center, and any intellectual property rights based on such inventions, shall be the property of the University, subject to the right of Full Members, as described below, to negotiate a commercial license to practice any such invention in any specified field of use. To be entitled to licensing rights, a Full Member must have been a member of the Center during both the conception and reduction to practice of the subject invention.

#### Publication and Patenting:
Both inventions and proposed publications, including meeting abstracts, containing potentially patentable material, relating to the research funded by membership dues, and conducted at the Center shall be promptly disclosed by Center researchers to the Center Director. The Director shall promptly transmit all invention disclosures to the University’s Technology Transfer Office and shall coordinate disclosures of inventions to all Full Members, on a confidential basis. A copy of each proposed publication shall also be forwarded to all Full Members by Center Director not less than thirty (30) days prior to University’s release for publication or other dissemination, for the purpose of each Full Member’s review for patentable subject matter and proprietary information. In the event a Full Member determines patentable subject matter is included in such data or information, Full Member shall immediately notify University Technology Transfer Office, following which the matter shall be discussed with all Full Members, and publication or disclosure will be withheld (a) for a period not to exceed sixty (60) days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application thereon has been prepared and filed, or (c) until University and Full Members mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b) or (c) is earlier in time.

Full Members recommending filing a patent application based on the above review will become “Electing Members” with respect to the subject invention. An Electing Member agrees to bear its proportional share (with other Electing Members) of such patent application costs. Any recommendation by the Electing Member for patent application will automatically delay the proposed publication for a period of up sixty (60) days by which time a patent application shall be filed. Each Electing Member shall have an opportunity to review and comment upon patent applications as well as all prosecution documents related to such patent application.

3. **Licensing**

The University shall commence the negotiation with all Electing Members, for them to collectively receive a co-exclusive, royalty-bearing license to each elected Center invention, for the life of its proprietary rights
therein. Said license shall contain reasonable terms, shall require diligent performance by Electing Members for the timely commercial development and early marketing of such inventions, and shall include Electing Members’ continuing obligation to pay patent costs.

If an agreement is not concluded in a timely manner (typically within ninety days of commencing the negotiations), University shall be free to dispose of such invention in accordance with University policies, with no further obligation to Electing Members. This may include offering the subject license to others including, but not limited to, Affiliates who are Electing Members.

In the event that no Full Member becomes an Electing Member, or if all licenses granted to Electing Members become terminated, then the University may dispose of the subject invention in accordance with its customary policies, without further obligation to Full Members.

Upon termination of its membership in the Center by an affiliate, such Affiliate shall lose the right to become an Electing Member with respect to any invention developed at the Center.