

CROSS Agreement

This Agreement is made effective this _____ day of _____ by and between the Regents of the University of California on behalf of its Santa Cruz campus (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 and University Cooperative Research Center for Research in Open Source Software (hereinafter called "CENTER") at the UNIVERSITY to maintain a mechanism whereby the UNIVERSITY environment can be used to perform the research for, formation of, and incubation of open source software projects. The parties hereby agree to the following terms and conditions:

A CENTER will be operated by certain faculty, staff and students at the UNIVERSITY. The CENTER will be supported jointly by industrial firms, Federal agencies, the State, and the UNIVERSITY.

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

C COMPANY agrees to contribute \$100,000 (one hundred thousand US dollars) annually in support of the CENTER and thereby becomes a member ("MEMBER"). Payment of these membership fees shall be made to the University as a lump sum effective each year of sponsorship. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the intention of remaining a fee paying MEMBER for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY 30 days written notice prior to the termination date, after which COMPANY is no longer a MEMBER.

D There will be an Industrial Advisory Board (IAB) composed of one voting representative per membership fee paid by each MEMBER. This IAB makes recommendations on (a) the activities to be carried out by CENTER (b) the apportionment of resources to these activities, and (c) changes in the bylaws.

E UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research program of CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed three (3) months from the date of submission to COMPANY, provided that COMPANY makes a written request

and justification for such delay within thirty (30) days from the date the proposed publication is submitted to COMPANY.

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 ("CENTER Inventions"). 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 will make Center Software (as defined below) available to the public under a free and open source software license, except as otherwise limited by its obligations under law or UNIVERSITY policy. In the event that UNIVERSITY files a patent on CENTER Inventions pursuant to its obligations under law or UNIVERSITY policy, COMPANY will receive a non-exclusive, worldwide, royalty-free license to such patents in perpetuity, provided: (1) that COMPANY is a MEMBER in good standing at the time of disclosure to UNIVERSITY personnel responsible for patent matters; and (2) COMPANY shares with other exercising MEMBERS the cost of filing such patent application. If COMPANY receives a license to a patent on CENTER Inventions, as provided above, COMPANY will have the right to sublicense that patent to any other entity that controls, is controlled by, or is under common control with COMPANY ("Affiliates"), where "control" means ownership of more than fifty percent (50%) of the voting securities of an entity.

G All software created by the CENTER ("Center Software") will be released as free and open source under a license that is both i) approved by the Open Source Initiative (OSI) and ii) recognized as free by the Free Software Foundation (FSF). In either case if the OSI or the FSF ceases to maintain their relevant lists for a period of at least one (1) year, such entity's list shall be considered to be removed from this provision. Except as otherwise set forth in section F, the parties agree that they will not pursue patent protection for such software. Therefore, each party understands and agrees that if it wishes to utilize any Center Software created solely by the other party, it can obtain and use such Center Software under the terms of the free and open source license.

H Neither party is assuming any liability for the actions or omissions of the other party. Each party agrees to assume liability for the actions or omissions of its employees under this Agreement.

I. This Agreement represents the entire understanding between the parties related to the subject matter and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS SANTA CRUZ CAMPUS

Signature: _____

Name: _____

Title: _____

Date: _____

CROSS Consortium Agreement Addendum Contact Information

Legal Name of Company:

Name:

Address:

Phone:

Email:

Financial /Billing Contact:

Name:

Phone:

Email:

Website:

Additional Invoicing Instructions (Optional):

Please return this form along with an executed Membership Agreement. If changes are made to the information provided above during active Membership, a revised form should be submitted to:

Jeffrey Jue, Esq.
Industry Agreements Officer
University of California, Santa Cruz
Industry Alliances & Technology Commercialization (IATC)
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