

CURRENT INDUSTRIAL PARTNER AGREEMENT

This Industrial Partner Agreement (hereinafter called Agreement) is made on this _____ day of _____, by and between The University of Tennessee, a public, higher education institution and agency of the State of Tennessee, with offices at 1534 White Avenue, Knoxville, TN _____ 37996 (hereinafter called "UNIVERSITY"), and _____ (hereinafter called "MEMBER"). **[please insert company name and full address]**

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the Engineering Research Center for Ultra-wide-area Resilient Electric Energy Transmission Networks (hereinafter called "CURRENT") at UNIVERSITY to establish a mechanism whereby the educational and research environment can be used to develop better understanding of electric power engineering and related fields, and stimulate industrial innovation.

AND WHEREAS, this program will strengthen CURRENT's and MEMBER's technological and service capabilities.

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

1. UNIVERSITY agrees that the personnel and facilities required for CURRENT will be available for research, education and service as needed to fulfill the purpose of this Agreement. CURRENT shall be operated by UNIVERSITY under the leadership of the Center Director. CURRENT will be supported jointly by various private and public sponsoring organizations, including MEMBERS, the U.S. National Science Foundation (NSF), the U.S. Department of Energy (DOE), UNIVERSITY, and the State of Tennessee.
2. UNIVERSITY will put into place agreements with Northeastern University (NEU), Rensselaer Polytechnic Institute (RPI), and Tuskegee University (TU) (hereinafter called CURRENT PARTNERING UNIVERSITIES and collectively with UNIVERSITY called CURRENT UNIVERSITIES or CURRENT UNIVERSITY) to assure that the rights and obligations of MEMBER that apply to UNIVERSITY, will also apply to CURRENT PARTNERING UNIVERSITIES.
3. CURRENT's Industrial Partners Program (hereinafter called IPP) has been created to establish partnerships with companies or other entities, which may promote CURRENT's mission. IPP participants are expected to play an important role in the research, education, technology transfer, and innovation goals of CURRENT including creating and demonstrating the scientific and technological feasibility of innovative methodologies and systems governing electric power engineering and related fields, assisting in the transfer of research discoveries and observations from university to industry and vice versa, and developing an interdisciplinary education program.

Any corporation, company, partnership, sole proprietorship, or any other legally recognized

business entity, or any agency of government, government office, or government organization duly authorized by the United States Government or government of any State or Nation may become a member of the IPP.

The rights and obligations of MEMBER under this Agreement shall extend only to MEMBER's affiliates or subsidiaries who routinely share in a free flow of MEMBER's internal technical information.

4. The fee for participating in the IPP is based on the category of membership. The MEMBER agrees to pay the selected, nonrefundable membership fee listed below annually for the period **[month date, year to month, date, year+3]** in support of the CURENT, thereby becoming a member in the category indicated below. Annual dues may be changed by written amendment to this Agreement. Consistent with NSF-DOE's long-term funding commitment to CURENT, the term of this Agreement is designed to cover three (3) years, with early cancellation provisions in accordance with Section 9. The MEMBER joins CURENT with the intention of remaining a fee paying member for at least three years, recognizing that there is no obligation to continue membership or make contributions beyond the first year.

<input type="checkbox"/>	Principal Member	≥ \$ 50,000 annual cash contribution
<input type="checkbox"/>	Full Member	\$ 10,000 annual cash contribution
<input type="checkbox"/>	Associate Member	< \$10, 000 cash, ≥ \$10,000 total cash plus in-kind annual contribution

5. The membership fee and in-kind contributions will not be subject to UNIVERSITY overhead. The contribution from Associate Members, as well as \$10,000 from each Full and Principal Member, will be pooled to support the CURENT IPP general needs, including operations, CURENT Annual Conference, short courses, website and communications, innovation programs, technology transfer activities, education programs, and CURENT Core Research. "CURENT Core Research" is the research conducted within the CURENT program that is either sponsored solely by NSF-DOE under ERC core funding or by NSF in collaboration with other entities such as UNIVERSITIES and the CURENT IPP.

Part of the contribution (\$5,000) received from each Principal Member will be for an Intellectual Property Protection Fund (IPPF). Established by CURENT, the IPPF will be a resource to secure protection associated with identified disclosures of inventions conceived or first reduced to practice in the performance of CURENT Core Research. A Principal Member is automatically an IPPF Member. A Full Member can become an IPPF member with the payment of an additional \$5,000 annual fee to the IPPF. An Associate Member cannot be an IPPF Member.

6. A MEMBER's benefits are based on the selected membership categories.

Associate Members are entitled to the following benefits:

- Access to the CURENT secure website. Reports, papers, theses, and dissertations produced as the result of CURENT Core Research program will be made

available free of charge to all MEMBERS in a timely manner via the CURENT password-protected website.

- Complimentary registration for the Annual Conference organized by CURENT to present the previous year's research results.
- Access to and participation in all CURENT programs which may include Education, Industrial Collaboration, and Outreach programs, which includes Industry Resident Program, Summer Internships, Graduate Co-op, Faculty Research Leave, short courses, monthly seminars, annual conference, and other distance learning opportunities. Associate MEMBERS may participate in CURENT professional short courses at a discount.
- Direct and continuous link with CURENT faculty, and to the extent legally or otherwise possible, access to information on CURENT graduate and undergraduate students for future employment.

Full Members are entitled to all the benefits listed above for the Associate Members plus the following additional benefits:

- One representative on the CURENT Industry Advisory Board (IAB). The representative will have one vote. The CURENT IAB MEMBERS will participate in recommending priorities of CURENT programs to the Center Director and Leadership Team, defined in the CURENT bylaws, and in evaluation of progress towards the CURENT's goals and objectives.
- The option to become an IPPF MEMBER with the payment of an additional \$5,000 annual fee to the IPPF and will receive rights to intellectual property developed in the performance of the ERC Core Research as provided in Section 11, below.

Principal Members are entitled to all the benefits listed above for the Associate and Full Members and the following additional benefits:

- One representative on the CURENT IAB. The representative will have five votes.
- Rights to intellectual property developed in the performance of CURENT Core Research as provided Section 11, below.
- Priority access to faculty and students receiving industry fellowships and conducting CURENT Core Research in the thrust areas consistent with the Principal Member's technology and business interests.
- Automatic IPPF Member.

7. Upon execution of this Agreement, the first annual payment shall be due within thirty (30) days. The initial term of the membership will be from execution of the Agreement through the following 12 months with subsequent terms continuing for 12 months thereafter for a period of up to three years.

Checks shall be made payable to: The University of Tennessee
Checks shall be mailed to: The University of Tennessee
 Office of the Treasurer
 210 Student Services Building
 Knoxville, TN 37996-0105

For an Associate Member, the amount of the annual fee distribution between cash and in-kind contribution shall be negotiated between MEMBER and CURENT:

- Unrestricted cash in the amount of: \$
- In-kind contributions in the amount of: \$

The In-kind contributions consist of:

8. All educational, research and other programs and administrative activity of CURENT will be conducted with pooled resources with contributions from MEMBERS, and other sources, including NSF, as long as expenditures from these pools are deemed appropriate for the establishment and operation of the CURENT and in accordance with the rules and guidelines of NSF.
9. This Agreement will be renewed annually upon the receipt of the full membership fee from the MEMBER. No other action is required of either party hereto. Either party of this Agreement may terminate the annual renewal of the Agreement by providing the other party with written notice at least three months prior to the anniversary date of this Agreement. All notices shall be in writing and addressed to MEMBER's stated address or as follows:

UNIVERSITY ADDRESS: The Office of Research
 1534 White Avenue
 Blount Hall
 Knoxville, TN 37996-1529

10. The organization and operation of CURENT shall be in accordance with existing procedures established by UNIVERSITY and all applicable State and Federal laws.

11. Intellectual Property

- a. For the purposes of this Agreement, "Intellectual Property" means any patent information, inventions, discoveries, or software, conceived or first reduced to practice, or copyrighted works of authorship first created, in the performance of CURENT Core Research. Any Intellectual Property conceived or first reduced to practice, or first created (in the case of copyrighted works of authorship), in the performance of the CURENT Core Research by one or more CURENT supported employee(s) of one or more of the UNIVERSITY and/or CURENT

PARTNERING UNIVERSITIES shall be owned by the employing CURENT UNIVERSITY(IES). Such CURENT UNIVERSITY(IES) shall grant to IPPF Members a non-exclusive royalty-free license for internal use of such Intellectual Property. Such internal use is limited to use for internal research purposes only and not for commercial purposes. If Intellectual Property is conceived or first reduced to practice, or first created (in the case of copyrighted works of authorship), solely by an employee of the MEMBER as a direct result of such MEMBER employee's approved ("approved" means the written approval by the CURENT UNIVERSITY where the MEMBER employee is located) participation in the CURENT Core Research, the title to such Intellectual Property shall remain with the MEMBER. The MEMBER, however, will grant to all the CURENT UNIVERSITIES a non-exclusive, royalty-free license for the use of the MEMBER- owned Intellectual Property for research and education purposes. Notwithstanding the foregoing, or anything to the contrary herein, any Intellectual Property conceived or first reduced to practice, or first created (in the case of copyrighted works of authorship), in the performance of the CURENT Core Research jointly by employees of the CURENT UNIVERSITY(IES) and employees of Principal, Full, or Associate MEMBERS shall be owned jointly, and such joint ownership shall be determined in accordance with appropriate U.S. law.

- b. In the event that an invention is conceived or first reduced to practice in the performance of CURENT Core Research by one or more CURENT supported employee(s) of one or more of the UNIVERSITY and/or CURENT PARTNERING UNIVERSITIES, the CURENT UNIVERSITY(IES) that own such invention shall disclose such invention to the Center Director and the Center Director shall promptly disclose such invention to the IPPF Members, copying such CURENT UNIVERSITY(IES). The CURENT supported employee(s) that conceived or first reduced to practice such invention shall follow the established policies of their home institutions for disclosing intellectual property to their home institution so that the institution may comply with this provision. All of the foregoing disclosures shall be in confidence.
- c. The CURENT IPPF members shall hold a teleconference meeting within one (1) month after the date of disclosure as provided in Section 11(b) to evaluate such invention and to make a recommendation to the UNIVERSITY and/or the CURENT PARTNERING UNIVERSITIES whether or not to use the IPPF in support of pursuing patent protection for such invention.
- d. Principal Members in good standing and not in default of the terms of this Agreement, shall have a time-limited option to a royalty-bearing license to make, use and sell products or processes embodying or produced through the use of such invention for commercial purposes, said license to be exclusive among those Principal Members (hereinafter a "Limited Exclusive License") who exercise the option and are in good standing and not in default of the terms of this Agreement. The option must be exercised within three (3) months of the disclosure of such invention to the Principal Members. Those Principal Members exercising the option will share pro rata the cost of pursuing patent protection beyond the amount paid from IPPF.

- e. Upon exercise of the option as provided in 11.d., above, the Principal Member(s) and the CURENT UNIVERSITY(IES) owning such invention shall negotiate in good faith in an effort to reach a Limited Exclusive License satisfactory to all parties, the negotiation period not to exceed six (6) months.
 - f. If no Limited Exclusive License is executed by and between the CURENT UNIVERSITY(IES) owning the subject invention and a Principal Member(s) within such six month negotiation period, then the CURENT UNIVERSITY(IES) that own the invention that is the subject of such negotiations, are free to immediately make the invention available to those Full Members in the IPPF Program to negotiate for a non-exclusive, royalty bearing, license to make, use and sell products or processes embodying or produced through the use of such invention for commercial purposes. Further, upon the expiration of one (1) year from the end of the last negotiation period for a Limited Exclusive License, without the execution of one or more Limited Exclusive Licenses, unless agreed otherwise by the CURENT UNIVERSITY(IES) in writing, the CURENT UNIVERSITY(IES) that own the invention are free to make such invention available to any company for a non-exclusive, royalty bearing, license to make, use and sell products or processes embodying or produced through the use of such invention for commercial purposes.
 - g. All policies, as defined by CURENT UNIVERSITIES, that apply to the filing, prosecution, maintenance and licensing of patents in the United States shall also apply to filing, prosecution, maintenance and licensing of patents in any other country on a country by country basis.
 - h. CURENT UNIVERSITIES, or their assignees, (in the case of UNIVERSITY, the University of Tennessee Research Foundation, "UTRF," will be its assignee) that are the owners of an invention conceived or first reduced to practice in the performance of CURENT Core Research shall enter into an Inter-institutional Agreement providing for the management and commercialization of such invention. Such CURENT UNIVERSITIES, or their assignees, shall own any patent applications, issued patents or other forms of intellectual property protection for such invention.
 - i. If Intellectual Property is developed with funds provided by the United States Government, or any agency thereof, it is understood and agreed that any rights granted by or to any party by the terms of this Agreement shall in all respects be subject to any rights claimed or restrictions and obligations imposed by the United States Government, or any agency thereof, whether such rights or restrictions and obligations arise out of federal funding of the underlying research or otherwise.
12. Publication of Research Results - Publication of CURENT created research results is of fundamental importance to universities, faculty members and their research programs. Therefore, UNIVERSITY reserves the right to publish in scientific journals and to present at symposia, and national or regional professional meetings the methods and results of the CURENT Core Research program. In cases where the respective CURENT researchers

believe that potentially patentable technology has resulted from the performance of the CURENT Core Research, Principal Members and Full Members that are an IPPF member (“IPPF Full Member”) shall be furnished copies of a proposed publication or presentation for review. If the Principal Members and the IPPF Full Members make no objection within thirty (30) days after receipt, or indicate that there is no objection, the researcher is free to publish or present the material as provided. A Principal Member or IPPF Full Member may request delay of the proposed publication or presentation for a period not to exceed 90 days from the date of submission or presentation to such Principal Member or IPPF Full Member. If MEMBER is a Principal Member or IPPF Full Member, MEMBER agrees to request said delay only in order to permit the filing of appropriate documents (i.e., patent application, copyright registration, etc.) on any patentable invention or copyrightable materials made in the performance of CURENT Core Research, and MEMBER must make said request in writing, including justification thereof, to the appropriate CURENT UNIVERSITY office within 30 days from the date the publication or presentation was transmitted to MEMBER. Should the proposed publication be a student thesis or dissertation, MEMBER hereby agrees to work with the appropriate CURENT UNIVERSITY to use their best efforts to complete all reviews of material contained therein and any necessary intellectual property protection filings so as to not impede the completion of activities satisfying graduation, degree, or publication requirements by such a student.

13. Confidentiality – MEMBERS may have access to the CURENT UNIVERSITIES’ early-stage confidential information. In addition, MEMBER may provide the CURENT UNIVERSITIES with confidential information required to facilitate research or make the research relevant to MEMBER. Accordingly, the term “Confidential Information” as used herein, in the case of documentary information (including, but not limited to, reports, information, materials, or portions of the same) shall include only that documentary information which is clearly marked as “confidential” at the time when it is given to the receiving party. “Confidential Information” which is originally orally disclosed shall include only that information which is identified as being confidential at the time of disclosure and thereafter confirmed as confidential by written communication from the disclosing party to the receiving party within ten (10) days after it is disclosed to the receiving party. The receiving party will not publish or otherwise reveal to any third party the Confidential Information (properly designated) of the disclosing party without the disclosing party’s written permission, unless the information:
 - a. Is disclosed lawfully to the receiving party by a third party who has no obligation of confidentiality to disclosing party with respect to the disclosed information;
 - b. Is, or later becomes public through no fault of the receiving party;
 - c. Is already known by the receiving party before disclosure by the disclosing party hereunder as can be proved by evidence of the Receiving Party;
 - d. Is developed independently by employee(s) of the receiving party without reference to the disclosing party’s Information;
 - e. Has been in the possession of the receiving party for five (5) years or longer; or
 - f. Is required by law, including the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq., to be disclosed.

In general, only those individuals within the receiving party who have a bona-fide need to know may have access to the Confidential Information.

14. The parties agree to comply with all applicable State and Federal laws and/or rules concerning equal opportunity and non-discrimination.
15. MEMBER shall not use the name of any CURENT UNIVERSITY in connection with any products, promotion, or advertising without the prior written permission of such CURENT UNIVERSITY, and vice versa. MEMBER shall not refer to CURENT in any advertising or promotional material without the specific written consent of UNIVERSITY. A general exception is hereby granted to MEMBER to use the name of CURENT and to cite the fact that CURENT is operated by UNIVERSITY in written advertising and other promotional materials provided that: (1) such use is limited to describing the MEMBER relationship to CURENT as herein defined by this Agreement, (2) no endorsements by CURENT or UNIVERSITY of MEMBER products or other commercial activities may be reasonably inferred from such use, and (3) such use does not represent that a partnership, joint venture or other legal entity has been formed between and among the parties to this Agreement.
16. The relationship between MEMBER and UNIVERSITY shall be that of a voluntary association. CURENT is not a separate legal entity, and this Agreement does not create a partnership or joint venture. MEMBER assumes all risk and liability for injury to persons or damage to property caused by acts of its employees during the period of the Agreement while they are using facilities or equipment owned and/or controlled by UNIVERSITY. This Agreement shall not constitute either UNIVERSITY or CURENT as agents or legal representatives of MEMBER.
17. Miscellaneous
 - a. This Agreement may not be assigned or transferred, in whole or in part, by either party without the other party's prior written consent which will not be unreasonably withheld; except that UNIVERSITY may assign its rights to UTRF or to a successor in interest to UNIVERSITY or UTRF without the prior written permission of MEMBER.
 - b. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition or any other term or condition by the other party.
 - c. Each clause of this Agreement is a distinct and severable clause, and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby.
 - d. It is understood by both parties that CURENT UNIVERSITIES are subject to compliance with any and all applicable United States laws, regulations, or orders controlling the export of technical data, computer software, laboratory prototypes and other commodities. The parties agree to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR), as may be amended. Each party further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this Agreement to any countries for which the

United States government requires an export license or other supporting documentation at the time of export or transfer, unless it has obtained prior written authorization from the appropriate regulatory agency or other authority responsible for such matters. CURENT UNIVERSITIES neither represent that a license shall not be required nor that, if required, it shall be issued.

- 18. CURENT and CURENT UNIVERSITIES make no warranties, express or implied, as to any matter whatsoever, including without limitation, the use, originality or accuracy of any research results, any item of intellectual property, or any invention or product, whether tangible or intangible, conceived, discovered or developed under this agreement; or the ownership, merchantability, or fitness for a particular purpose of any research project, any research results, any item of intellectual property, or any invention or product created or based, in whole or in part, on any research project or any work or research performed under this agreement.

- 19. 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 all parties. It is further agreed that nothing contained in the Agreement shall modify, amend, or supersede any prior or subsequent arrangement between MEMBER and UNIVERSITY with respect to activities outside the scope of this Agreement.

IN WITNESS WHEREOF, this Agreement is effective as of the last date of signing set forth herein below, which day and month in subsequent years in which MEMBER adheres to the terms of this Agreement shall be called the anniversary date of this Agreement.

UNIVERSITY

MEMBER

Authorized signature

Authorized signature

Title

Title

Date

Date