

Sample Center Dissemination Agreement for Institutes and Associations

This Agreement ("Dissemination Agreement") is made this _____ day of _____, 2010 by and between (INSERT NAME OF UNIVERSITY) (hereinafter "University") acting on behalf of the (INSERT NAME OF THE CENTER) and the undersigned (INSERT NAME OF CENTER) Member ("Member").

WHEREAS, (INSERT NAME OF CENTER) conducts research projects which are funded by its Members pursuant to the Industry/University Cooperative Research Center for (INSERT NAME OF CENTER) ("Membership Agreement") placed into effect between University and each Member; and

WHEREAS, the undersigned (INSERT NAME OF CENTER) Member entered into the Membership Agreement effective as of _____; and

WHEREAS (INSERT NAME OF CENTER) and its Members desire to disseminate to the public, non-confidential, general information and non-confidential research results generated from the research projects;

NOW, therefore, the parties to this Dissemination Agreement hereby agree to the following terms and conditions governing public dissemination of non-confidential information:

A. Each Member shall receive the following:

- i) The right to select one (1) research project of Member's choice.
- ii) A written report, for Member's internal-use only for each ongoing (INSERT NAME OF CENTER) Center project, to be delivered prior to each periodic meeting with Members of (INSERT NAME OF CENTER) Center, and following each periodic meeting, access to the oral presentation given for each project.
- iii) In a timely manner following each periodic meeting, an executive summary report providing information of a general, non-confidential nature about the progress of the research projects, including the right to copy, republish, and distribute, in whole or in part, the report to all interested members of the public.
- iv) To the extent permitted by the Membership Agreement's provisions for preserving patent rights, six months after the completion of a (INSERT NAME OF CENTER) Center project, non-confidential results of the project including the right to copy, republish, and distribute, in whole or in part, the results to all interested members of the public.

B. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party; and such consent shall not be unreasonably withheld.

C. The terms and conditions of the Membership Agreement are incorporated herein, and the terms and conditions above are supplemental to the terms and conditions of the Membership Agreement. In the event of any conflict between the terms and conditions of this Dissemination Agreement and the terms and conditions in the Membership Agreement, the terms and conditions of the Membership Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Dissemination Agreement to be executed by their duly authorized representatives.

University

Name: _____

Title: _____

Signature: _____

Date: _____

Member: NAME OF ASSOCIATION.

Name: _____

Title: _____

Signature: _____

Date: _____