

The Industry/University Cooperative Research Center for Energy-Smart Electronic Systems

MEMORANDUM OF UNDERSTANDING

Made by and between The Research Foundation of State University of New York, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with an office located at State University of New York at Binghamton, hereinafter referred to as the "LEAD UNIVERSITY" and the GA Tech Research Corporation – GA Institute of Technology, the University of Texas at Arlington, and Villanova University, hereinafter referred to as "PARTNER UNIVERSITIES."

WITNESSETH:

WHEREAS, LEAD UNIVERSITY and PARTNER UNIVERSITIES previously partnered in implementing the IUCRC award (August 15, 2011–July 31, 2017) granted by the National Science Foundation (RF-SUNY Award IIP-1134867; Georgia Tech Award IIP 1265675; UTA Award IIP-I134821; Villanova Award IIP1134810).

WHEREAS, LEAD UNIVERSITY and PARTNER UNIVERSITIES, intend to continue their cooperative effort to support an Industry/University Cooperative Research Center for Energy-Smart Electronic Systems (hereinafter called "CENTER").

WHEREAS, industrial membership in CENTER is through a Membership Agreement between a member company and one of the partnering universities identified above.

WHEREAS, LEAD UNIVERSITY and PARTNER UNIVERSITIES desire to formalize certain agreements between them with respect to the subject matter contained herein, effective as of the date of successful IUCRC award.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. CENTER Governance

Activities of each CENTER site will be governed by a set of Bylaws. The CENTER will share a common Industrial Advisory Board (IAB) that recommends policy and project funding for the CENTER.

The CENTER Executive Director and CENTER Managing Director, who reside at the LEAD UNIVERSITY, provide overall management of the CENTER. They coordinate CENTER information and preside at the IAB meetings. Each PARTNER UNIVERSITY has a CENTER Site Director who coordinates the CENTER funded research at his/her site and interacts with the IAB to identify key technology areas and establish long-range goals and short-range planning procedures necessary for an overall research program. CENTER directors will meet on a bi-weekly basis via teleconferencing to discuss activities of the CENTER, with CENTER Executive Director having final authority on any CENTER-wide decisions. CENTER Managing Director will have responsibility for managing all CENTER operations and CENTER Site Directors will be responsible for research and ultimately responsible for member recruitment for their site.

2. CENTER Funding

Industry Members will join the Center by signing a Membership Agreement with one university site and paying membership fees to that site. The IAB shall vote on the allocation of funds for each CENTER project. Upon review of the IAB funding recommendations, CENTER Site Director of each PARTNER UNIVERSITY together with the Executive Director makes final allocation of funds within the limits of

amount of membership dues received by each CENTER site from respective CENTER members. Transfer of funds to other entities who may participate in CENTER research shall be performed via issuance of the standard subcontract from LEAD or PARTNER UNIVERSITY following the policy of each institution in this respect. Site Director of each PARTNER UNIVERSITY will work closely with their respective Authorized Organizational Representatives in their Sponsored Research Office to ensure annual certification of collected membership fees for their site.

3. Other Activities; Order of Precedence; Term and Termination

This MOU does not restrict any signing institution in the execution of its own statutory responsibilities; nor in its rights to enter into agreements with other institutions. All other operations and functions of a signing institution will remain the sole responsibility of that signing institution.

In case of conflicts among terms in documents, the order of precedence is as follows:

- a. IUCRC award (August 15, 2011) from the National Science Foundation (RF-SUNY Award IIP-I134867; UTA Award IIP-I 134821; Villanova Award IIP-I 134810; and Georgia Tech Award IIP-1265675, dated 6/1/2013)
- b. individual Membership Agreements
- c. this MOU.

This Memorandum of Understanding (MOU) will be in effect for the term of the applicable I/UCRC award and any subsequent phase awards for CENTER.

Review of progress will be as per Bylaws, at least annually, or as mutually agreed as necessary. Except as may be controlled by the term of any applicable I/UCRC award, if the MOU remains dormant for three consecutive years it will be deemed to have lapsed. Where the MOU continues active, the signing institutions agree to review it after 5 years. The MOU may be terminated at any time by mutual consent, consistent with the term of any applicable I/UCRC award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all intending to be legally bound hereby.

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

Name  _____

By _____ Paul C. Parker _____

Title Officer in Charge, Associate Vice President for Research and Research Foundation
Operations Manager

Date 2/17/12 _____

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THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

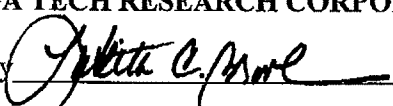

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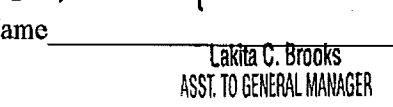
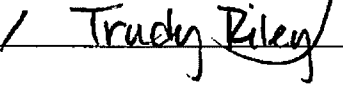
Name _____

Title _____

Date _____

GA TECH RESEARCH CORPORATION

By  /  _____

Name _____
 / 
Lakita C. Brooks
ASST. TO GENERAL MANAGER

Lakita C. Brooks
ASST. TO GENERAL MANAGER

Title _____ *Executive Director* _____

Date *2/22/17* _____

THE UNIVERSITY OF TEXAS AT ARLINGTON

By _____

Name _____

Title _____

Date _____

VILLANOVA UNIVERSITY

By _____

Name _____

Title _____

Date _____

GA TECH RESEARCH CORPORATION – GA INSTITUTE OF TECHNOLOGY

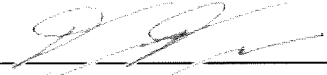
By _____

Name _____

Title _____

Date _____

THE UNIVERSITY OF TEXAS AT ARLINGTON

By  _____

Name Dr. Duane Dimos

Title Vice President for Research

Date 2/22/2017

VILLANOVA UNIVERSITY

By _____

Name _____

Title _____

Date _____

Date _____

THE UNIVERSITY OF TEXAS AT ARLINGTON

By _____

Name _____

Title _____

Date _____

VILLANOVA UNIVERSITY

By  _____

Name Susan K. Steersman _____

Title Director of the Office
of Research Administration _____

Date 2/17/2017 _____