

Industrial Affiliates Program
Level II Membership Agreement

The University of Texas at Austin
Wireless Networking & Communications Group
Department of Electrical & Computer Engineering



PROGRAM OBJECTIVES AND DESCRIPTION:

1. The purpose of this Industrial Affiliates Program is to provide for cooperation and mutual assistance between The University of Texas at Austin's Wireless Networking & Communications Group (WNCG) and member Industrial Affiliate Companies.
2. As with all University Industrial Affiliates Programs, intellectual property rights cannot be granted and no specific reporting requirements may be imposed. However, through the Industrial Affiliates Program, WNCG will offer the following services to WNCG industry affiliates:
 - a. Participation on the WNCG advisory board, the industry board that helps guide and formulate strategic research and educational initiatives and activities within WNCG. Each affiliate company has two seats on the board.
 - b. Level II Membership provides all the benefits of Level I Membership (which are included in this agreement) with the added bonus of this clause, which provides more direct support of student research and programs. With Level II membership, your annual fee helps support graduate student research in a direction of your choice.
 - c. Personal assistance by WNCG faculty and staff to identify and recruit highly-qualified students for co-ops, internships and permanent positions that fulfill affiliate needs. Web-based tools are provided to affiliates to track students of interest.
 - d. An annual WNCG board meeting in Austin that presents WNCG's research findings and provides an open forum for technical exchange. Each company may have two (2) attendees at the board meeting.
 - e. WNCG co-hosts the annual Texas Wireless Summit, an industry-academia-government conference on wireless in Austin, generally directly before or after the board meeting. Each affiliate company receives two (2) free registrations to the Summit, and two (2) invitations to the Summit's VIP dinner.
 - f. An annual Open House (typically in late January or early February) in which WNCG's latest research results are presented in a poster session format, and facilitates are provided for interviewing WNCG students. Up to ten (10) representatives from each affiliate can attend free of charge.

- g. Receipt of biannual, electronic reports of faculty and student research and publications. One (1) printed copy of these reports may be requested.
 - h. Affiliate-exclusive content will be made available through a password-protected portal on the WNCG website. Content may include access to additional research publications, past board meeting information and additional materials as available.
 - i. A quarterly electronic newsletter to keep industrial affiliates up-to-date on the latest research and happenings within the WNCG.
 - j. WNCG equipment resources in support of research conducted under the Program include oscilloscopes, spectrum analyzers, RF hardware, software, and digital signal processing capabilities.
 - k. Assistance in recruiting promising undergraduates of The University of Texas Department of Electrical and Computer Engineering through classroom interaction and student society activities.
 - l. Subject to University policies and procedures, visiting lecturers from industrial affiliate companies may conduct in-class lecture series, participate on student theses committees, and join in research with WNCG faculty and students.
 - m. Easy access to consulting through WNCG contacts.
 - n. Visiting engineers from industry. Visitors from industrial affiliated companies are welcome to visit on campus working with WNCG faculty, staff, and students for five days out of each year to learn the most advanced technologies, instrumentation, analysis techniques and design techniques. The facilities of the Wireless Networking & Communications Group may be accessed by visitors during their visit on campus. Visits to the WNCG by industrial affiliated company employees are welcome on a noninterference basis. Visits of more than one day and participation in the Group's activities must be arranged in advance, and are subject to standard University Visiting Scientist/Engineer agreements concerning confidentiality, intellectual property and protection of the University in the event of damage or injury.
 - o. An annual visit at mutually agreeable dates to each industrial affiliate sponsor company from WNCG faculty and /or WNCG engineering staff to present the latest research results from the WNCG labs.
3. The Industrial Affiliates agrees to join the Program and pay membership costs listed above on an established yearly basis. Payments shall be made annually to the Wireless Networking & Communications Group (WNCG), and mailed to the Director of the Wireless Networking & Communications Group, The University of Texas at Austin, Electrical & Computer Engineering, 1616 Guadalupe St., UTA 7.518, Mail Code: C0806, Austin, TX 78701.

Industrial Affiliates Program

Agreement No. UTA__-__

Between

The University of Texas at Austin

and

"Affiliate Name"

"Affiliate Name", hereinafter referred to as "Industrial Affiliate," and The University of Texas at Austin, hereinafter referred to as "University," hereby agree as follows:

1. The Industrial Affiliate will provide \$ (100,000.00 U.S. Dollars) for support of basic and applied fundamental research related to (WNCG). Said research will be carried out through the Industrial Affiliates Program (IAP) Agreement which shall be valid for the Term of (Month Day, Year) through (Month Day, Year). The research will be directed by (Sanjay Shakkottai) of The University of Texas at Austin who will in his/her capacity on the project act as Program Director and not as consultant to the Industrial Affiliate.
2. The Industrial Affiliate will provide the \$ (100,000.00 U.S. Dollars) payment for the "Term" within thirty (30) days of the execution of this Agreement.
3. The University will maintain funds provided by the Industrial Affiliate under this Agreement in a separate account established for said Industrial Affiliates Program and will expend funds as necessary for wages, supplies, seminars, annual review expenses, capital expenses, and other operating expenses in connection with the research.
4. As with all University Industrial Affiliates Programs, intellectual property rights cannot be granted, and no specific reporting requirements may be imposed by the Industrial Affiliate. However, the University intends to host an annual workshop and provide a biannual report of research and publications resulting from the program and research related to the "Term".
5. The University represents that it is in compliance with and will abide by provisions of the Immigration Reform and Control Act of 1986.
6. Said Industrial Affiliates Program will be conducted within the United States of America.
7. The goal of this research is the advancement of scientific knowledge and does not have a commercial objective. The results of the research will be published or broadly shared in the scientific community.

8. Industrial Affiliate and the University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and the regulations of the Office of Foreign Assets Control (OFAC), 31 CFR Parts 500 through 599, in the performance of this Agreement. In the absence of available license exemptions/exceptions, the Parties shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance or deemed exports.

9. This Agreement constitutes the entire and only agreement between the parties relating to the research, and all prior negotiations, representations, agreements and understandings are superseded hereby, and may not be assigned by either party without the prior written consent of the other party. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by the Industrial Affiliate in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

Accepted and Agreed to:

THE UNIVERSITY OF TEXAS
AT AUSTIN

INDUSTRIAL AFFILIATE

Principal Investigator and
Program Director

Date

Authorized Representative
(Print Name/Title)

Authorized Representative Date
(Signature)

Authorized Signatory Date

Bill Catlett, Director, Office of Industry Engagement