



Berkeley Sensor & Actuator Center

A National Science Foundation Industry/University Cooperative Research Center

Co-Directors: B.E. Boser, D.A. Horsley, A. Javey, L.P. Lee, D. Liepmann, L. Lin,
R. Maboudian, M.M. Maharbiz, C.T.-C. Nguyen, K.S.J. Pister, and M.C. Wu

Founding Directors: R.S. Muller and R.M. White; Executive Directors: J.M. Huggins and M.D. Cable
University of California, Berkeley and University of California, Davis

Main Office: 403 Cory Hall, Berkeley, California 94720-1774

Tel 510.643.6690 Fax 510.666.2050 reception@bsac.eecs.berkeley.edu bsac.berkeley.edu



New Membership Level: Collaboration Membership

Background

BSAC, in consideration of National Science Foundation recommendations and in order to more actively engage members in research collaboration, has established an optional membership level: Collaboration Membership. **Collaboration Members (CM)** can distribute the large majority of their net membership fees to Supported Project(s) ("PROJECTS") of high interest and value to all parties: the Collaboration Member, the responsible BSAC Faculty, and the student researcher(s) supported by the CM.

Many I/UCRC's have multi-level memberships eg silver, gold, platinum and almost all distribute funds to support specific projects rather than to support specific faculty. The BSAC Collaboration Membership will provide individual members with higher ability to reward research efforts and specific faculty-defined PROJECT(S). Such Collaboration Project(s) (PROJECTS) can be supported by one or more Collaborating Members. This is expected to lead to higher likelihood of commercial relevance of BSAC fundamental research while still maintaining integrity and faculty control of BSAC research agenda and that of BSAC GSR's. Unlike Sponsored Projects, the PROJECT(s) include no additional contract. PROJECT(S) may include support by multiple students. Such supported projects offer to ALL industrial members, the same time-limited access currently provided to industrial members for any membership fee-funded project. (Nonexclusive paid up license for those who agree to share the costs of patenting.)

Summary:

1. Current level Industrial Members ("IM") shall remain as the basic membership as defined in current PA and all members will have these benefits and obligations without change.
2. Collaboration Members (CM) can individually or in concert with other CM's, designate one or more PROJECT(S) in consultation with a BSAC faculty co-director (host) who serves as Principal Investigator (PI) and who defines, staffs, advises, and oversees the PROJECT.
3. Each PROJECT comprises a best effort project statement of work defined by co-Director, such statement of work to be based on at least one GSR-equivalent year funding.
4. All research results of the Center are currently reported semiannually on a prepublication basis to all members regardless of who supports the research, and that would not change; PROJECTs would not be shielded from that reporting obligation.
5. Additional reporting, materials, visits, and prototypes, may be offered to CM by faculty co-Director where these are a consequence of the PROJECT execution.
6. Collaboration Membership Fees will be **\$135,000** annually. University overhead costs described in Appendix B will be withheld prior to distributions, as will a **\$30,000 Common Allocation** which shall be deposited to the general BSAC membership fund to support Center costs and annual *distributions to faculty according to membership votes*. The remainder of the \$135,000 shall be distributed to the membership research fund of the collaborating faculty co-Director to support the *PROJECT*.
7. Collaboration Members can optionally offer additional **\$105,000** Membership Fee in support of EACH ADDITIONAL PROJECT (if any) as may be defined by any BSAC faculty co-Director(s). ALL of these ADDITIONAL Membership Fees (after reduction by University Administrative fees of Appendix B) will be distributed to the collaborating co-Director(s) to support the additional PROJECT(s).

8. IP: A **Non Exclusive Paid Up License** to all *Membership Fee-funded inventions* (including those from PROJECT) will be offered on a time-limited basis to ALL members (not just Collaboration Members) who agree to share the costs of patenting. However if only one member so elects, the member and Berkeley Office of Technology Licensing are free to negotiate a royalty-bearing exclusive license to the Membership Fee-funded invention. This IP treatment is already provided in the current PA (as required by NSF) for all Membership Fee-funded inventions; there are no special IP deliverables associated with *Collaboration Membership* or *Collaboration Membership Supported Projects*. Members wanting other IP provisions such as sole time limited access to negotiate exclusive options or license, and contracted deliverables may use the vehicle of *Sponsored Project* with full campus overhead (53.5%) .

Timing and Integration of Collaboration Membership with basic membership:

9. BSAC Industrial Members can become Collaboration Members at any time. Their Participation Agreement will if so elected, be amended only to change Article 3.1 "Cost*" where new Collaboration Membership category is declared, and Appendix B as shown below. In order to accommodate Regular Membership fees paid but not yet used, the **\$135,000** CM fee will at the time of conversion to Collaboration Membership, be reduced by proration of unused Regular Membership fee. This is valuable for new members who want a period of "scouting" prior to supporting a PROJECT.
10. Additional PROJECT(s) support (if any) can be initiated at any time by Collaboration Member.
11. While it is expected that a PROJECT will normally be funded for at least 3 years, the Collaboration Member may opt out of Collaboration Membership and revert to basic Industrial Membership at the level of annual Industrial Membership fee defined in Appendix B (or withdraw from BSAC) **on their Participation Agreement anniversary date** without penalty.
Collaboration Member's BSAC Participation Agreement, shall expire (terminate) on their anniversary date if not renewed. Following such possible membership termination, Collaboration Member may, under Nondisclosure Agreement, continue to be briefed on progress of Supported PROJECTs until that one-year support expires, although all other membership benefits shall end upon membership termination.

Implementation:

12. Regular Members converting to Collaboration Membership, would implement the *Collaboration Membership* via **Participation Agreement amendment**. This should avoid lengthy legal and contract review of the entire PA by current Industrial Members. The basic Participation Agreement will remain fully intact, with only Article 3.1 and Appendix B changed.

Appendix B

Annual Membership Fee

1. Annual Membership Fee for *Regular Member* (RM) shall be \$50,000 until changed by amendment by both parties of this Appendix B.
2. Annual Membership Fee for *Collaboration Member* (CM) shall be \$135,000 and shall include all rights and obligations of IM as defined in this Agreement and shall further entitle CM to a BSAC *Collaboration Membership Supported Project* (PROJECT) as defined and documented by the BSAC Faculty co-Director who will advise the PROJECT. Each such PROJECT shall include best efforts of one student researcher-equivalent year, shall have a PROJECT period of one year from PROJECT start date, and shall be subject to the IP terms for all *Member Fee Supported Projects* as provided in paragraph 7.1.a of this Agreement.
3. CM shall have the option to support *additional* PROJECT(s) defined by BSAC faculty co-Director(s) for \$105,000 Membership Fee per PROJECT. Each *additional* PROJECT shall include best efforts of one additional student researcher-equivalent year.
4. CM's Membership Fee shall be corrected to account for *separately paid* Regular Membership Fee (if appropriate).
5. If CM should terminate Membership prior to end of PROJECT(s) period, Article 6 of this Agreement shall be amended to reflect that no refund shall be made by California for unused CM Membership Fees or uncompleted PROJECT(s).
6. Annual Membership Fee shall not be retroactively changed nor changed for future periods except on Anniversary of Effective Date.
7. Administrative fees withheld by California from Membership Fee paid to BSAC:

Industrial Member's Membership Years*	Percentage of Membership Fees Used for Administrative Fee
1	0%
2	0%
3	0%
4	8%
5 and Above	15%

*This figure represents the cumulative number of Industrial Member's Membership Years after July 1, 2004 in the BSAC program, whether or not those Membership Years are consecutive.