

Center for Bio-mediated and Bio-inspired Geotechnics (CBBG)

A National Science Foundation (NSF) Engineering Research Center (ERC)

INDUSTRY/PRACTITIONER MEMBERSHIP AGREEMENT

CBBG CENTER Agreement No. FP00007493

Industry/Practitioner Reference No.

This Industry/Practitioner Membership Agreement ("IPMA") is made by and between **Arizona Board of Regents for and on behalf of Arizona State University** ("ASU") as the LEAD UNIVERSITY, with principal offices at 660 S. Mill Avenue, Centerpoint Suite 310, Tempe, Arizona 85281, and

at

_____, with principal offices ("INDUSTRY/PRACTITIONER MEMBER" or "IPM").

WHEREAS, The **Center for Bio-Mediated and Bio-Inspired Geotechnics** ("CBBG" or "CENTER") is established as a National Science Foundation ("NSF") Engineering Research Center ("ERC")

- **to pursue** breakthrough research activities in fundamental science, enabling technologies, and systems integration related to biogeotechnical engineering,
- **to harness** natural biological processes to address current geotechnical challenges and mitigate risks associated with natural hazard mitigation, infrastructure construction, environmental protection and ecological restoration,
- **to mimic** natural biological processes to address current geotechnical challenges and mitigate risks associated with natural hazard mitigation, infrastructure construction, environmental protection and ecological restoration,
- to mitigate risks and address current geotechnical challenges associated with development of natural resources,
- to promote research, education, outreach, and training in the field and
- to stimulate industrial innovation.

WHEREAS, the Georgia Tech Research Corporation (GTRC) on behalf of Georgia Institute of Technology, the University of California at Davis (UCD), and New Mexico State University (NMSU) (collectively referred to as "ERC PARTNER UNIVERSITIES") and ASU, together referred to as "ACADEMIC MEMBERS", have joined together in a cooperative effort to support and carry out the mission of the CENTER under an Inter-University Member Agreement ("IUMA") and to assure that the rights and obligations of Industry/Practitioner Member ("IPM") that apply to one University, will also apply to all ACADEMIC MEMBERS.

WHEREAS, pursuant to the CENTER Bylaws (which are attached hereto as Appendix A and made a part hereof), the IPM desires to join together with the ACADEMIC MEMBERS in a cooperative effort to support the CENTER and to leverage the NSF support in conducting core research, as defined by the CENTER Bylaws.

WHEREAS, in accordance with an agreement between the ACADEMIC MEMBERS found in the IUMA, LEAD UNIVERSITY is entering into this IPMA on behalf of itself and the other ACADEMIC MEMBERS.

NOW, THEREFORE, for the mutual benefits and consideration each to the other, the parties



agree to the following:

1. CENTER OPERATIONS

- a. The personnel and facilities required for the ERC will be available for research, education and service as needed to fulfill the purpose of this Agreement. ERC shall be operated by LEAD UNIVERSITY under the leadership of a Center Director. ERC will be supported jointly by various private and public sponsoring organizations, including MEMBERS, the NSF, LEAD UNIVERSITY, and the State of Arizona.
- b. The organization and operation of the CENTER will be as specified in the CENTER Bylaws. The CENTER has developed or will develop core research, non-core research, education, outreach, and technology transfer activities.
- c. The CENTER shall have an Industrial/Practitioner Advisory Board ("IPAB") consisting of a representative of each member of the Industrial Advisory Program (IAP) and that will provide perspective into the critical needs of industry and practitioners. Responsibilities of each representative include voting (except Associate Members) on a selection of Core and Supplemental Projects and providing input on research priorities, technology demonstrations, and technology-to-market business planning.

2. MEMBERSHIP

- a. Any corporation, company, partnership, sole proprietorship, or any other legally recognized business entity, educational institution, not-for-profit non-governmental organization, or any agency of government, government office, or government organization duly authorized by the United States Government, or of any State or Nation may become a MEMBER of the IAP. The rights and obligations of IPM under this IPMA shall extend only to IPM's affiliates or subsidiaries who routinely share in a free flow of IPM's internal technical information. The IPM must have controlling interest in the affiliate or subsidiary at the time of sharing these rights and obligations.
- b. IPM agrees to pay the selected, nonrefundable membership dues listed below annually in support of the CENTER, thereby becoming an IPM in the category indicated below and entitled to the privileges described in Attachment A. Entities may join the CENTER at any time.
- c. IPM's membership in the CENTER shall be effective upon full execution of this IPMA and LEAD UNIVERSITY's receipt of the payment of dues. LEAD UNIVERSITY shall invoice the IPM for payment of the first year dues within thirty (30) days after this IPMA is fully executed. For subsequent years, to the extent the IPM exercises the option to renew, LEAD UNIVERSITY shall invoice the IPM prior to the annual anniversary of the Effective Date (the "Renewal Date"). Payment is due and payable, in full, thirty (30) days after the IPM'S receipt of the invoice(s).
- d. Questions regarding payment should be directed to the person issuing the invoice or to <u>cashmanagement@asu.edu</u>. Payment shall be made to "Arizona State University." A note referencing "CBBG" should be included. Checks or paper remittance should be mailed to:
 - Arizona State University Office for Research & Sponsored Projects Administration PO Box 876011 Tempe, AZ 85287-6011
- e. The IPM may terminate this IPMA by giving LEAD UNIVERSITY thirty (30) days written



notice prior to the membership Renewal Date sent to the LEAD UNIVERSITY principal office address. Courtesy email of written notice will be sent to ASU.Awards@asu.edu with copy to CENTER Director.

- f. If LEAD UNIVERSITY does not receive payment within thirty (30) days from IPM's receipt of invoice, LEAD UNIVERSITY may terminate the IPM membership by providing written notice of termination. If LEAD UNIVERSITY does not receive payment in full within thirty (30) days of sending the notice of termination, IPM's membership and this IPMA will automatically terminate and IPM will have no rights under this IPMA.
- g. LEAD UNIVERSITY may terminate this IPMA with respect to IPM, upon breach of this IPMA between LEAD UNIVERSITY and that IPM, or non-compliance with the Bylaws by such IPM, with written notification. IPM will have thirty (30) days to cure the breach to the satisfaction of the LEAD UNIVERSITY or it will be terminated as to the IPM's membership and this IPMA, and IPM will have no rights under this IPMA.
- h. The CENTER will have the following four (4) membership levels: Fellowship Partner Member, Leadership Member, General Member, and Associate Member.
 - a. <u>Associate Member</u> Membership level is for public utilities, cities, municipalities, Federal/state/county agencies, not-for-profit non-governmental organizations, and educational institutions. Associate Members will not be charged a Center membership fee, but may participate in IPAB deliberations. Associate Members have no voting privileges, are not eligible for the discounted F&A rate, nor may they serve as IPAB officers. However, these organizations/entities may join at any membership level with the appropriate fees to gain benefit opportunities.
 - b. General Member Membership level is for companies with fees varying by number of full-time employees (FTEs) as evidenced by the Institutional Self-Representation and Certification (Attachment A). A General Member will contribute annual fees between \$2,000 and \$10,000 per year according to the schedule found on the signature page. General Members will: have their logo on the CBBG website; be able to attend CBBG sponsored webinars at no additional cost; may apply member discounted costs to attend online courses (PDHs, CEUs); be eligible to participate in SBIR proposal training; be able to attend the annual meeting and student showcase: have interaction with faculty and students including hosted receptions for student researchers; have a seat on the IPAB; have the option to negotiate a license with the owning ACADEMIC MEMBER(S) when the IPM requests a patent application on Core IP be filed: provide input towards selecting Supplemental Core Projects; work with CENTER researchers to pursue joint or networked funding that expand CENTER's research, possibly through joint research proposals or finding other strategic partners; will have a reduced overhead rate of twenty-five percent (25%) on Core Projects
 - c. <u>Leadership Member</u> Will contribute \$25,000 per year. A Leadership Member will have, in addition to the General Member benefits: facilitated access to CENTER research facilities and training opportunities for staff, eligibility as IPAB Chair or Vice-Chair; 2.5 votes in IPAB deliberations; will have a reduced overhead rate of ten percent (10%) on Core Projects.
 - d. Fellowship Partner Members ("Fellowship Members") will contribute \$50,000



per year. In addition to the benefits of the Leadership Member level, a portion of a Fellowship Member's fee will go to directly support a student researcher from an under-represented group (as defined by NSF) on a Core Project; will have a reduced overhead rate of ten percent (10%) on Core Projects.

i. A guest of the CENTER ("GUEST(S)") is someone who is 1) not employed by a member company and 2) not an active participant in one of the CENTER research projects. GUESTS may be invited to a CENTER meeting with the Center Director's approval.

3. CENTER PROJECTS

a. Initial Core Projects/Supplemental Core Projects. As defined in the By-Laws, Research projects funded through use of NSF award, MEMBER fees, and/or leveraged contributions include Initial Core Projects and Supplemental Core Projects ("Core Project(s)"). Membership fee-paying IPMs will have rights to receive a discounted Facilities & Administrative rate ("F&A", a.k.a., indirect or overhead) reduced from ACADEMIC MEMBER's full overhead rate to an indirect rate of either twenty-five percent (25%) or ten percent (10%) based on membership level as stated in Section 2.h. IPMs who joined CENTER and were paid up and in good standing with CENTER before March 31, 2017 will be considered a FOUNDING MEMBER and will be entitled to a reduced indirect rate of ten percent (10%).

Recommendations on allocation of funds for Core Projects shall be made by the IPAB and by the Scientific Steering Committee ("SSC") to the Center Leadership Team who makes recommendations to Center Director per the Bylaws.

- b. *Non-Core Projects.* IPMs may also propose to sponsor research projects of their choice which are related to the mission of the CENTER. These projects are funded in their entirety by sponsoring parties, separate and apart from its membership fees. Non-Core Projects are governed by separately negotiated research agreements and may be subject to the University's full F&A rate.
- c. *University of California Davis Exceptions.* The following exceptions apply only to those CENTER Projects conducted at the University of California Davis campus:
 - a. A Supplemental Core Project must have two or more IPMs agree to fund said Supplemental Core Project together in order to qualify for the reduced overhead/indirect rate; and
 - b. A Supplemental Core Project having only one IPM funding said Supplemental Core Project, as well as, any research project that may be considered outside the scope of the core CENTER research areas, will be subject to the applicable University of California Davis federally negotiated F&A and standard sponsored research agreement terms and conditions.

4. INTELLECTUAL PROPERTY

It is anticipated that development leading to commercially viable products/processes will generally be performed by industrial partners rather than the ERC. If new technology is developed through ERC research, the following policies shall apply:

a. *Title.* All inventions constituting results from a Core Project funded by the CENTER and created solely by investigators from Academic Member(s), will be owned solely by the



investigator's home academic institution, pursuant to Chapter 18, of Title 35 of the United States Code, commonly known as the "Bayh-Dole Act", and is subject to "Marchin rights" as set forth in the Act. Title to all inventions that result from a Core Project conducted by or at the CENTER, and all patents thereon ("Subject Patents"), shall vest in the inventor's home academic institution. Title in all software and all other copyrightable material (excluding academic works of authorship such as publications, theses, dissertations) developed by or at CENTER in the course of a Core Project ("Subject Copyrights") shall vest in the author's home academic institution. Any such invention, Subject Patent, and Subject Copyright made which utilized support from NSF, or other federal sponsors shall be subject to the terms and conditions of the sponsoring agreement providing the federal funds used in the development of said invention.

b. *Invention Disclosure*. All inventions that result from a Core Project will be promptly disclosed in writing to each ACADEMIC MEMBER and each IPM. The investigator's home academic institution can choose to apply for patent within 60 days of disclosure.

Should the originating ACADEMIC MEMBER choose not to apply for patent, the fee paying IPMs or other ACADEMIC MEMBERS may request that a patent be applied for. IPM or the ACADEMIC MEMBER agrees to pay for the cost for pursuing and maintaining patent protection ("Patent Costs") or to share on an equal basis therein should other IPMs exercise their same right to request the filing of a patent application.

- c. *Patent.* The IPM requesting and funding the application for a patent (and other related Patent Costs), shall be entitled to an option to negotiate a license with the owning ACADEMIC MEMBER(S).
- d. First Option IP Rights. Core IP is IP resulting from center-controlled unrestricted funds. Non-Core IP is IP resulting from Non-Core Projects using restricted funds that flow through the center or flow directly to an entity. The IPM requesting and funding the application for a patent and participating in that Core or Non-Core Research, will be offered the first option to negotiate a license with the owning ACADEMIC MEMBER(S), then the sponsoring firm/practitioner organization requesting and funding the application for a patent, followed by other interested IPMs. The IPM will have six (6) months following the initial disclosure of the Core IP by Academic Member to IPM to conclude a license. If there is no license forthcoming the IP can be offered to a third party (member or non-member) or a partnership formed between that third party and ERC faculty to carry out translational research to accelerate product development.
- e. *Reasonable Pursuit of Commercialization Efforts*. Because of the public interest that pervades university research programs, any license entered into by ACADEMIC MEMBERs will embody a clause permitting cancellations thereof if reasonable commercial use of the licensed invention or copyrighted material is not being made or diligently attempted by the licensee.
- f. Exclusivity. IPMs funding an application for patent may request an exclusive license for a defined field of use in an invention or Subject Patent resulting from a Core Project. Such request must be in writing and submitted to the LEAD UNIVERSITY. LEAD UNIVERSITY agrees to consider such request, subject to approval thereof by the owning ACADEMIC MEMBER(S) and any other IPM funding the patent application. If unanimously approved, the owning ACADEMIC MEMBER(S) will then enter into negotiations for an exclusive, royalty-bearing license for a defined field of use with such IPM regarding the Subject Patent(s). If IPM and the owning ACADEMIC MEMBER(S) are unable to reach



agreement on the exclusive license agreement within ninety (90) days of unanimous approval, the owning ACADEMIC MEMBER(S) shall continue to have the right to license others. If exclusive licenses granted in accordance with this provision include the right for the IPM to sublicense such Subject Patent(s) to others the IPM will, to the best of its ability, provide a written summary of its sublicensing grants hereunder to the CENTER Director and the ACADEMIC MEMBER(S) that owns the Subject Patent(s) on July 1st and January 1st of each year or as such ACADEMIC MEMBER(S) and IPM otherwise agree. In the case of multiple interested IPMs for exclusive rights, the Center Leadership Team, SSC and IPAB will make recommendations to the Center Director. The Center Director will make the final recommendation of award for exclusive rights.

- g. *Pre-existing Rights.* Any license or right granted to an IPM under this IPMA is subject to and shall not affect: (i) all applicable government rights (including chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, and the "march-in" rights as set forth in the Act), and (ii) the rights of the ACADEMIC MEMBERS to use CENTER developed intellectual property for research and educational purposes, including sponsored research.
- h. Background IP. To the limited extent background intellectual property rights developed by an ACADEMIC MEMBERS' investigators are necessary to practice rights developed by or at the CENTER, and to the limited extent the background intellectual property rights are available from license and the ACADEMIC MEMBER is legally able to do so, IPM shall have the right to negotiate a license with such ACADEMIC MEMBER to such background rights. IPM agrees to negotiate such license for available background rights in good faith at terms and conditions standard in the industry.
- i. *Rights to Future Developments (Derivatives)* IPMs who develop a specific technology based on basic data, which is fundamental or publically available data provided by ACADEMIC MEMBER, are entitled to any derived patent(s) or copyright(s) without compensation to ACADEMIC MEMBER.

5. PUBLICATION

- a. ACADEMIC MEMBERS reserve the right to publish and have published in scientific journals the results of all research performed at CENTER. ACADEMIC MEMBERS agree to provide a copy of the proposed manuscript resulting from research in ERC programs to any IPM or sponsoring entity that participated in the research for review prior to publication. The IPM will complete the review or request delay of the proposed publication within sixty (60) days of submission and not unnecessarily delay ACADEMIC MEMBER's publication. Said request for delay shall only be made in order to remove or approve any identified confidential information present in the proposed publication of that IPM or entity.
- b. If there is a possibility of a patent filing, a delay of ninety (90) days is permitted to allow the filing of patent applications on any invention or discovery made by or at the CENTER. IPM or sponsoring entity shall make said request in writing and include a justification within thirty (30) days from the date the proposed publication was transmitted to that IPM or entity. Publication of information shall be permitted at any time following the use of this information by IPM in a product.
- c. Should the proposed publication be a student thesis or dissertation, IPM or sponsoring entity for the co-sponsored research hereby agrees to use its commercially reasonable efforts to complete all reviews of material contained therein and



any necessary patent application procedures evolving therefrom in such a manner as not to impede the students' completion of requirements for graduation or completion of a degree. In no event will publication of a proposed student thesis or dissertation be delayed for more than thirty (30) days from date of submittal of manuscript for IPM or sponsoring entity review.

d. IPM agrees to hold in confidence, contents of the proposed manuscript until its publication and not to disclose the contents to anyone except employees or legal counsel as may be necessary for review and the preparation of a patent application unless (a) it is a part of the public domain prior to the Effective Date; or (b) becomes part of the public domain not due to some unauthorized act by or omission of IPM after the Effective Date; or (c) IPM can demonstrate that it, or an affiliate or subsidiary company of IPM independently developed such Confidential Information; or (d) is disclosed to IPM by a third party who has the right to make such disclosure; or (e) is required to be disclosed to a third party by court order or applicable laws or regulations. IPM shall use such efforts to preserve the confidentiality of the contents of the paper disclosed as it would if the contents had been developed by it and was to be retained in confidence by it but in no event, less than reasonable efforts.

6. <u>CONFIDENTIALITY</u>

- a. Any and all confidential information and intellectual property rights, existing as of the Effective Date, shall remain the property of the party owning such confidential information and/or intellectual property rights. LEAD UNIVERSITY and the CENTER acknowledge and agree that IPM has no obligation under this IPMA to disclose IPM confidential information to the CENTER or to LEAD UNIVERSITY personnel or license IPM intellectual property rights to the CENTER or LEAD UNIVERSITY.
- b. In the course of carrying out the work of the CENTER, the CENTER does not expect to receive any confidential information from IPM(s). If it becomes necessary for an IPM to disclose proprietary information to any CENTER member or staff (including students), it is the responsibility of the discloser to see that such divulgence shall be made in writing and marked as confidential, or if made orally, identified as confidential at the time of the oral disclosure and confirmed in written summary, marked as confidential, and provided to the recipient within thirty (30) days of disclosure. It will be the responsibility of the recipient(s) involved in such transaction to keep the information confidential.

7. NON-DISCRIMINATION

a. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

8. DISPUTE RESOLUTION

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this IPMA or the breach thereof, the parties will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The Parties acknowledge and agree that they may be required by law or statute to make use of mandatory arbitration of any legal action that is filed in a court of competent jurisdiction concerning a controversy arising out of this



Agreement if required.

9. LIABILITY AND INSURANCE

- a. To the extent permitted by law, the Parties acknowledges that each Party shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that Party or its employees or agents to the extent of its negligence. No Party shall be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of any other Party or its employees or agents. Joint and several liabilities will not attach to the Party; no Party is responsible for the actions of any other Party, but is only responsible for those tasks accepted by it and to which it agrees in any subsequent funding agreement. The Parties agree that in no event will consequential, incidental, special, exemplary or punitive damages be applicable or awarded with respect to any dispute that may arise between or among the Parties in connection with this IPMA. In performing any obligation created under this IPMA, the Parties agree that each Party is acting as an independent party and not as an agent of any Party.
- b. Insurance. Party agrees to obtain and maintain appropriate public liability and casualty insurance or adequate levels of self-insurance, to insure against any liability caused by that Party's obligations under this IPMA.

10. PUBLICITY, SERVICE MARKS AND TRADEMARKS

a. Parties may not use the name of another Party in new releases, publicity, advertising, or other promotion without the prior written consent of that other Party. No Party will use any service marks, trademarks, logos or other marks of the other party to this IPMA without, in each case, the express written approval of the other Party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

11. <u>LEGISLATIVE APPROPRIATIONS</u>

a. For those Parties who receive funding from public sources (i.e., State Legislature), should appropriation of funds be unavailable to continue supporting this IPMA, that Party should provide written notification to LEAD UNIVERSITY. LEAD UNIVERSITY may reduce the scope or cancel the IPMA with that Party without further obligation.

12. COMPETING INTERESTS

a. No Party may employ an individual of another Party to this IPMA in any capacity or as a consultant, if they have been significantly involved in initiating, negotiating, securing, drafting or creating any IP developed under this IPMA, at any time while this IPMA or any extension thereof is in effect.

13. <u>GOVERNING LAW</u>

a. This IPMA shall be interpreted by application of Arizona law without regard to its conflicts of law provisions. Where Party is a non-Arizona entity, this Section will be deemed to be deleted and replaced with the following, "Nothing in this IPMA is intended to cause the Party to waive the legal immunities and defenses provided under its governmental enabling laws."

14. INDEPENDENT CONTRACTOR



a. Each Party is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. Each Party's employees will not be considered employees of the other Parties, and personnel of one Party will not by virtue of this IPMA, be entitled or eligible to participate in any benefits or privileges given or extended by the another Party to its employees.

15. <u>COUNTERPARTS</u>

a. This IPMA may be executed in counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement. Facsimile transmitted and imaged copy signatures will be fully binding and effective for all purposes.

16. NOTICES

a. All notices under this IPMA will be in writing and will be sent by U.S. Postal Service, first class, or by courier, with courtesy e-mail. Addresses are as follows:

For LEAD UNIVERSITY:

Arizona State University Office for Research & Sponsored Projects Administration P.O. Box 876011 Tempe, Arizona 85287-6011 (Street Address: 660 S. Mill Ave, Centerpoint Suite 310, Tempe, AZ 85281) Attention: Heather Clark, Associate Director, Research Operations Phone: 480.965.1427 Email: asu.awards@asu.edu

Cc Center Director: Edward.Kavazanjian@asu.edu; Phone: 480.727.8566

For Intellectual Property Matters (including copies to above):

Arizona Technology Enterprises ASU Skysong 1475 N. Scottsdale Road, Suite 200 Scottsdale, AZ 85257-3538 Phone: 480.884.1996 Email: IP@azte.com

Notices to INDUSTRY/PRACTITIONER MEMBER:

For:	
Mailing Address:	
Attention:	
Phone:	
Email:	
CC:	

16. ENTIRE UNDERSTANDING

a. This IPMA, together with the Bylaws, embodies the entire understanding of the parties and supersedes any prior or contemporaneous representations, either oral or written, regarding this subject matter. Only written modifications signed by both parties will affect changes to this IPMA.



* * * Signature Page Follows * * *

Signature Page to Industry Membership Agreement

IN WITNESS WHEREOF, this IPMA is effective as of the last date of signing set forth herein below ("Effective Date").

LEAD UNIVERSITY of the CBBG

Arizona Board of Regents for and on behalf Of Arizona State University

Authorized Signature

Title: _____

Date: _____

IPM

Authorized Signature

Printed/Typed Name: _____

Title: _____

Date: _____

Please Complete Attachment A with submission for membership

Attachment A to AGREEMENTS

Institutional Self-Representation and Certification

INDICATE MEMBERSHIP LEVEL DESIRED:

Mark (X)			MEMBERSHIP LEVEL	ANNUAL FEES (\$US)
	Α		FELLOWSHIP Partner Member	\$50,000
	В		LEADERSHIP Member	\$25,000
	С		GENERAL Member Input number of FTEs:	
	С	1	Greater than 50 FTEs*	\$10,000
	С	2	41-50 FTEs*	\$ 8,000
	С	3	31-40 FTEs*	\$ 6,000
	С	4	20-30 FTEs*	\$ 4,000
	С	5	Less than 20 FTEs*	\$ 2,000
	D		ASSOCIATE Member	\$0

*based on the number of full-time employees stated below

Please identify the number of Full-Time Employees:

FTEs: _____

System for Account Management (SAM) Registry Requirements

Because your entity may become a subrecipient of grant or contract funding for research projects from the CENTER (which has a blend of Federal and Industry/Practitioner support funding), registration in the System for Award Management (SAM) must be active throughout the life of the Agreement and any modifications. The completed SAM registration will also provide representations and certifications of the applying entity.

SAM registration can be updated on the federal website: <u>www.sam.gov</u>. Please submit a copy of your current SAM registration page to <u>subawards@asu.edu</u>. If the SAM registration is expiring soon, please submit confirmation of the updated SAM expiration date. Be advised that the CENTER is unable to issue new agreements or modifications if your registration in SAM is expired.