

MEMORANDUM AGREEMENT BETWEEN

(Name of Sponsor)

**and the COLLEGE OF ENGINEERING, UNIVERSITY OF WISCONSIN-MADISON
in regard to the
WISCONSIN ELECTRIC MACHINES AND POWER ELECTRONICS CONSORTIUM (WEMPEC)**

Sponsor Address _____

Sponsor Contact _____
Telephone _____
e-mail _____

Sponsor desires to provide funds for support of the Wisconsin Electric Machines and Power Electronics Consortium Program (the "WEMPEC Program") as described in the attached WEMPEC Program Plan.

1. The WEMPEC Program will be under the administration of the Engineering Experiment Station and will be conducted in the Department of Electrical and Computer Engineering, part of the College of Engineering at the University of Wisconsin-Madison (the "College"), under the supervision of the WEMPEC Program Co-Directors (Professor Robert D. Lorenz, Professor Thomas M. Jahns, Professor ret. Thomas A. Lipo, Professor Emeritus Donald W. Novotny).
2. In support of the WEMPEC Program, Sponsor agrees to contribute to the University of Wisconsin Foundation (the "Foundation"), the sum of \$_____ to be paid upon acceptance of this Agreement by the College. Checks should be made out to the University of Wisconsin-WEMPEC Program, and sent to Professor Robert D. Lorenz and Professor Thomas M. Jahns, Department of Electrical and Computer Engineering, 1415 Engineering Drive, Madison, WI 53706-1691.
3. Sponsor declares its intent to provide additional funds to the College for an additional _____ year(s) to support the WEMPEC Program.
4. The Foundation will keep the funds received from Sponsor in a segregated account and will transfer such funds to the College for the support of the WEMPEC Program on the instruction of any of the Program Co-Directors, as approved by the Dean of the College or his authorized representative. The transferred funds will be used to purchase necessary supplies and equipment, defray travel and other necessary expenses, and employ competent workers to carry on the WEMPEC Program.
5. By accepting funds from Sponsor, the College intends that a) such funds will be used for the promotion of scientific knowledge in the field of research specified in the WEMPEC Program Plan and/or in any WEMPEC-approved project, and b) the results of such research will be made public by the College through publication or otherwise, as it may deem desirable, keeping in mind that the public interest or welfare shall be a priority. Prior to publication of the results by the College, the results of such research are not to be used for sales promotion except by prior consent of the College. When the results of the research are published, the College will acknowledge the funding received from the sponsors of the WEMPEC Program who funded such research.
6. The College will furnish laboratory facilities and such usual equipment as is required for the work carried out under the WEMPEC Program insofar as the facilities of the College will permit.
7. Upon the termination of this Agreement, any equipment, material, or supplies in stock will remain the property of the College.
8. Upon completion of each WEMPEC project, the WEMPEC Program Director will deliver to Sponsor the reports called for under the WEMPEC Program Plan.

This Agreement is made effective upon the signatures of the Dean of the College of Engineering, University of Wisconsin-Madison, and the proper official of Sponsor. By signing this Agreement, Sponsor agrees to the attached WEMPEC Intellectual Property Policy for Generic Research.

Dean of the College of Engineering
University of Wisconsin-Madison

Date

Sponsor

Date

Wisconsin Electric Machines and Power Electronics Consortium (WEMPEC)

**Intellectual Property Policy
for
Generic Research**

Active Sponsor shall mean a Sponsor (as defined below) who has provided funding in the year in which an invention or work of authorship is made with WEMPEC funding, which results in one or more Subject Property Rights.

Research Units shall be the designation for each ten thousand dollars (\$10,000) provided by each Sponsor per year. Each Sponsor shall be limited to a maximum of five (5) Research Units per year (\$50,000).

Sponsor shall mean any individual, company, corporation, or other entity that executes a "Memorandum Agreement in regard to the Wisconsin Electric Machines and Power Electronics Consortium" (the "Agreement"), and provides funds to WEMPEC for one or more years.

Subject Property Right shall be those patents or copyrights in the respective inventions or works of authorship which result from research carried out with funds provided by WEMPEC and which are assigned to the Wisconsin Alumni Research Foundation ("WARF"), the University of Wisconsin-Madison's designated patent management organization.

Professors Jahns, Lasseter, Lipo, Lorenz, Novotny, and Venkataramanan agree to assign rights in any invention or works of authorship which are made in the course of research funded by WEMPEC to WARF and will also require such assignment from any others engaged in WEMPEC research.

In consideration of Sponsors' participation in and financial contribution to WEMPEC, each Active Sponsor shall have an option to negotiate a non-exclusive, nontransferable (except to a successor of Sponsor's business and assets relating to the subject of the Agreement) license with WARF to make, use or sell the inventions, discoveries, products or processes which are protected by Subject Property Rights (the "Option"). Such Option shall expire two (2) years after Active Sponsor is notified of such Subject Property Rights. Device(s), products, processes, or works of authorship acquired by, or which are manufactured and used or sold by an Active Sponsor which, in the absence of any such license would constitute an infringement of Subject Property Rights, shall be subject to royalty payments at a rate to be negotiated between WARF and Sponsor should Sponsor exercises its Option. Each Active Sponsor, however, shall have a royalty credit, computed by doubling the sum of the Research Units Sponsor has contributed for the year in which said Subject Property Rights are made and for each of the three years prior thereto. Only one such credit shall be available to an Active Sponsor. Any unused portion of the credit under one license, however, may be applied to licenses under other Subject Property Rights available to that Sponsor.

In order to preserve rights available in any invention or works of authorship produced with WEMPEC funds, certain procedures must be followed. Any reports, information, materials or portions of the same that are provided to a Sponsor as "confidential" must not be transferred or disclosed to others outside Sponsor's company. If more than three years has elapsed since an item marked "confidential" was received by Sponsor, or if all of the information contained in such an item is publicly disclosed through no fault of Sponsor, Sponsor need not continue to hold such item confidential. No computer code or associated documentation may be copied, disclosed or transferred to others outside Sponsor's company, nor may derivative works be produced, except as expressly allowed by WARF. In general, only those individuals within Sponsor's company who have a bonafide need-to-know may have access to the above mentioned items and then only on a confidential basis.