

SUBCONTRACT NO. SUBK00011243
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND the
CITY OF ANN ARBOR
(EIN#: _____ DUNS#: 00-491-3166)
ISSUED UNDER
LEADERSHIP CIRCLE MEMBERSHIP AGREEMENT
REFERENCE NO. 18-PAF03359

This fixed amounts agreement (hereinafter referred to as "Subcontract") is made in Ann Arbor Michigan, and entered into as the Commencement Date (as set forth herein), by and between the Regents of the University of Michigan, a non-profit constitutional corporation, organized and existing under the laws of the State of Michigan, with offices in the city of Ann Arbor, Michigan (hereinafter referred to as "Michigan"), and the CITY OF ANN ARBOR, with offices in the city of Ann Arbor, Michigan (hereinafter referred to as "Subcontractor").

Michigan is recipient of a grant (hereinafter referred to as "Prime Agreement") from VARIOUS LEADERSHIP CIRCLE MEMBERS (hereinafter individually and collectively referred to as "Prime Sponsor") for support of a project entitled "*Leadership Circle Membership with Mcity*" ("Project"), and Subcontractor agrees to participate in the Project as set forth in this Subcontract for the consideration stated herein. The ultimate source of this funding is from various Members; as such, Members have rights; refer to the terms and conditions of the Leadership Circle Member Agreement provided as **Attachment B**.

The parties mutually agree to the following terms:

ARTICLE 1 - STATEMENT OF WORK

Subcontractor will use best efforts to perform and deliver the work described in the statement of work provided as **Attachments A** ("Work"), shall perform the work at the quality level of a fully trained professional regularly performing work called for by this contract, and shall furnish all necessary labor, materials and facilities required for performing the Work.

ARTICLE 2 - PERIOD OF PERFORMANCE

The Period of Performance for Work to be performed under this Subcontract is **April 1, 2019** ("Commencement Date") through **December 31, 2020** (Termination Date). Expenditures incurred prior to the Commencement Date or subsequent to the Termination Date are unallowable.

ARTICLE 3 - PAYMENT

The Total Cost of Work to be performed by Subcontractor under this Subcontract shall not exceed **\$52,203.⁰⁰**. No charges beyond the above authorizations are allowed without written modification of this Subcontract. The **Budget** for this Subcontract is provided within **Attachment A**.

Subcontractor shall submit detailed invoices, for satisfactorily completed Work, indicating, at a minimum, the following:

- **Subcontract No. 3005438261**

- **A unique invoice number:** *Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of Michigan contracts or orders held by an organization.*
- **Invoice period.** Period of performance for the charges.
- **Amount** actually expended according to each budget/cost category, including cost-share [in-kind] contributions.
- **Remittance address**
- **Tax/Employer Identification Number: IMPORTANT –** Each invoice must reflect Subcontractor’s correct organization name, associated with its EIN & DUNS numbers.
- And, a **certification** that “the request for payment is true, correct, and that all expenditures reported have been made in accordance with the appropriate Prime Sponsor policies and for the Work as set forth in the Subcontract.”

The invoices shall be e-mailed to Subcontract.invoices@umich.edu for processing. Invoices that do not include all the required information shown above may be returned to Subcontractor. Michigan reserves the right to reject an invoice.

Michigan and Prime Sponsor shall have the right to inspect, audit and reproduce all records, books, documents and correspondence relating to Subcontractor’s Work under this Subcontract at reasonable times during normal business hours. Upon request of Michigan, Subcontractor shall refund any amounts previously paid by Michigan to Subcontractor determined to be unallowable expenditures as a result of such audit. However, Subcontractor shall have the right to establish the allowability of any such item of cost under the Subcontract.

The final billing from Subcontractor for the Work (“Final Invoice”) shall be clearly marked **Final**, and shall be submitted no later than twenty (20) days after the end of the period of performance as indicated in Article 2. In no event shall the Final Invoice exceed the Subcontract amount. Michigan reserves the right to reject an invoice. **The final invoice may not be paid until the Closeout Documents provided as Attachment C are completed and returned.**

ARTICLE 4 - GENERAL PROVISIONS

Subcontractor agrees to comply with the provisions of all applicable federal, state, and local laws, regulations and requirements, and will upon request furnish Michigan with written assurances of such compliance.

This Subcontract is issued under a grant from various Leadership Circle Members with rights under this Subcontract; as such, this Subcontract is also subject to all the terms & conditions provided as **Attachment B**.

This Subcontract requires compliance with terms and conditions regarding confidentiality; refer to **Attachment B**.

ARTICLE 5 - HOLD HARMLESS

To the extent allowable by their state laws, each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

ARTICLE 6 - DISPUTES

Except as otherwise provided for in this Subcontract, any dispute not disposed of by mutual consent of the parties shall be decided by procedures jointly agreed upon by Michigan and Subcontractor.

ARTICLE 7 - ALLOWABLE COSTS

For the performance of the Work, Michigan agrees to pay Subcontractor the cost thereof determined to be allowable in accordance with the terms of this Subcontract and its Attachments. Fee and Indirect Costs rates are applied to actual amounts expended.

ARTICLE 8 – EQUIPMENT

Reserved

ARTICLE 9 - TERMINATION

Either party may terminate this Subcontract without cause by providing thirty (30) days prior written notice to the other party. In the event of a termination under the Prime Agreement, or upon default of the Subcontractor, Michigan may terminate this Subcontract immediately. Upon receipt of a termination notice, Subcontractor will make no further commitments under this Subcontract and will take all reasonable actions to cancel outstanding obligations relating to this Subcontract. Subcontractor will furnish all necessary reports of research completed or in progress through the date of termination.

ARTICLE 10 - KEY PERSONNEL

The following key person is responsible for all aspects of the proposed Work to be performed by Subcontractor: **Kelly Stark**

Substitutions for this/these individual(s) will not be made without the prior written approval of Michigan.

ARTICLE 11 - PUBLICATIONS

Subcontractor may publish reports or results of the research being performed under this Subcontract only in accordance with the terms of this Subcontract. Sixty (60) days prior to publication, Subcontractor will submit a copy of the proposed publication to Michigan's Principal Investigator for review and approval.

ARTICLE 12 – PUBLICITY

Neither Michigan nor Subcontractor will use the name of the other either expressly or by implication, in any news, publicity release, or other promotional fashion without the prior express written approval of the other.

ARTICLE 13 – REPORTING

Subcontractor shall prepare reports as requested by Michigan's Principal Investigator. Michigan will only request reports related to and required for the fulfillment of its commitments under the Prime Agreement.

ARTICLE 14 - LIABILITY AND INSURANCE

Subcontractor agrees that it shall maintain appropriate and sufficient levels of insurance as required by law or regulation. Subcontractor also agrees that it has entered into this Subcontract and will discharge its obligations, duties, and undertakings and the Work pursuant hereto, whether requiring professional judgment or otherwise, as an independent agent without imputing liability on the part of Michigan for the acts of Subcontractor and its employees.

ARTICLE 15 - PATENTS AND INVENTIONS

Inventorship of inventions conceived during the course of performing research under this Subcontract will be determined in accordance with U.S. Patent laws and ownership shall follow inventorship.

ARTICLE 16 – COPYRIGHTS

Subcontractor grants to Michigan an irrevocable, royalty free, non transferable, non exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subcontract solely for the purpose of research, education, and to the extent required to meet Michigan's obligations to Prime Sponsor.

ARTICLE 17 – DATA RIGHTS

Subcontractor grants to Michigan the right to use data created in the performance of this Subcontract solely for the purpose of research, education, and to the extent required to meet Michigan's obligations to Prime Sponsor.

ARTICLE 18 – RECORDS

All records and reports that relate to this Subcontract shall be retained by the Subcontractor for three (3) years from the date of final payment and will be made available during that period for inspection by representatives of Michigan, its independent auditors, or the Federal Government during normal business hours.

ARTICLE 19 – CLOSEOUT REQUIREMENTS

The following items, appended hereto as **Attachment C**, are required for Subcontract Closeout, and shall be submitted, along with a Final Invoice, to Subcontracts@umich.edu not later than twenty (20) days after Subcontract Termination Date:

- Final Invention Statement and Certification

Negative reports are required if there is no inventions or subcontracts to report. Payment of Final Invoice may be withheld pending receipt and acceptance of the above Closeout Documents.

ARTICLE 20 – ASSIGNMENT

Subcontractor may not assign or transfer this Subcontract or any interest or claim under this Subcontract without prior written approval of Michigan. Notwithstanding any consent by Michigan to any assignment, Subcontractor shall at all times remain bound to all promises and performances, however described, as are required of it under this Subcontract unless specifically released from the requirements, in writing, by Michigan.

ARTICLE 21 – NO THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Subcontract.

ARTICLE 22 – NOTICE

Any notice to either party must be in writing, signed by the party giving it, and served to the addresses shown immediately after the signatures (or to such other addressee as may be later designated by written notice) by email, personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after mailing.

ARTICLE 23 – SURVIVEABILITY

Provisions surviving termination or expiration of this Subcontract are those which on their face affect rights and obligations after termination or expiration.

ARTICLE 24 – SEVERABILITY

The terms of this Subcontract are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

ARTICLE 25 – EXECUTION

This Subcontract may be executed in several originals, which together constitute but one and the same Subcontract. The parties agree that a signature affixed to any one of the originals and delivered by facsimile or email shall be valid, binding, and enforceable. The parties acknowledge and agree that this Subcontract has been mutually discussed, negotiated, and drafted by the parties.

ARTICLE 26 – WAIVER

No delay or omission by either party to exercise any right or remedy under this Subcontract shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

ARTICLE 27 – PRINCIPAL INVESTIGATOR


Michigan's Principal Investigator is **Huei Peng**. The Principal Investigator is not authorized to amend or alter this Subcontract. Any such amendments or alterations must be approved by the written mutual agreement of the parties hereto.

This Subcontract is effective as of the month, day and year of the last signature, as written on next page.

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CITY OF ANN ARBOR

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**


Signature
Craig Hupy, Public Services Area Administrator
Typed Name and Title
6-6 2019
Date

Khaled J. Eid Digitally signed
by Khaled J. Eid
Date: 2019.06.07
07:26:01 -04'00'
Signature
Khaled J. Eid, Contract Administrator Lead
Typed Name and Title
6/7/2019
Date

EMAIL FOR NOTICE TO Subcontractor

EMAIL FOR NOTICE TO Michigan

11k@aa.gov.org

Subcontracts@umich.edu

Attachment A**Statement of Work (SOW) & Budget****Network Communications Operation and Maintenance**

The City of Ann Arbor's primary responsibility, as a team partner on the Ann Arbor Connected Environment Operations and Maintenance Contract is to provide fiber optic backhaul, network authentication, power, connectivity. The City of Ann Arbor will also support the deployment's Internet Service Provider links for IPv4 and IPv6 and provide network communications such as SNMP traps, monitoring, and alerting as configured and enabled on the infrastructure equipment installed under the Ann Arbor Connected Vehicle Test Environment (AACVTE) contract.

The UMTRI Infrastructure team, led by WSP and supported by the City of Ann Arbor, will perform any necessary network configuration changes or modifications to maintain network connectivity and backhaul for the Ann Arbor Connected Environment including operations and maintenance of primary network switches and edge switches housed in traffic signal cabinet enclosures.

Test Environment Maintenance

The City of Ann Arbor, as part of the Ann Arbor Connected Environment infrastructure team, will perform operations and maintenance of the 76 roadside units (RSUs) installed under the Ann Arbor connected Vehicle Test Environment (AACVTE) contract. This includes ensuring that all roadside units (RSUs) have updated software and firmware installed along with performing any necessary troubleshooting and remediation of issues identified. It also includes replacing RSUs with units from the spare stock due to damage, hardware, or other failures.

Budget Begins on Next Page ...

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BUDGET			Data Collection and Management		Vehicle Operations and Maintenance		IRB & Subject Management		Infrastructure Operations and Maintenance		Program Management		TOTAL 4/01/19 - 12/31/20		
Name*	Project Role	Hourly Rate	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hourly Rate	Hrs	Amount
Luke Liu	Engineer	\$45.38	0	0	0	0	0	0	36	1,634	0	0	\$45.38	36	1,634
Jeremy Sype	Electrician	\$32.74	0	0	0	0	0	0	28	917	0	0	\$32.74	28	917
John Tomich	Electrician	\$33.54	0	0	0	0	0	0	28	939	0	0	\$33.54	28	939
Adam Michelson	Electrician	\$46.01	0	0	0	0	0	0	28	1,288	0	0	\$46.01	28	1,288
Marco Moreno	Electrician	\$27.42	0	0	0	0	0	0	28	768	0	0	\$27.42	28	768
Dennis Fischer	Electrician	\$36.12	0	0	0	0	0	0	28	1,011	0	0	\$36.12	28	1,011
Jeery Perrine	Electrician	\$30.37	0	0	0	0	0	0	28	850	0	0	\$30.37	28	850
Derek VanStone	Electrician	\$27.42	0	0	0	0	0	0	28	768	0	0	\$27.42	28	768
Kevin Braun	Electrician	\$36.12	0	0	0	0	0	0	40	1,445	0	0	\$36.12	40	1,445
Stephen Longwo	Electrician	\$30.37	0	0	0	0	0	0	30	911	0	0	\$30.37	30	911
Kevin Wachowia	Electrician	\$25.51	0	0	0	0	0	0	30	765	0	0	\$25.51	30	765
Dave Harris	Network Administration	\$46.63	0	0	0	0	0	0	30	1,399	0	0	\$46.63	30	1,399
William Duff	Network Administration	\$42.54	0	0	0	0	0	0	10	425	0	0	\$42.54	10	425
Chuck Fojtik	Supervisor	\$46.63	0	0	0	0	0	0	20	933	0	0	\$46.63	20	933
Bob Deering	Network Administration	\$42.54	0	0	0	0	0	0	20	851	0	0	\$42.54	20	851
Total Salaries			0	0	0	0	0	0	412	14,903	0	0		412	14,903
Sick/Vacation/Holiday (POOL)			25%	0	0	0	0	0		3,105	0	0			3,105
Fringes Benefits (Permanent Staff)			30%	0	0	0	0	0		4,471	0	0			4,471
FICA (Temps)			7.65%	0	0	0	0	0		0	0	0			0
Subtotal Labor				0	0	0	0	0		22,479	0	0			22,479
Subcontract Partners				0	0	0	0	0		0	0	0			0
Subtotal Subcontract Partners				0	0	0	0	0		0	0	0			0
Other Direct Costs															
1801	2016 Ingersoll Rand	12.72	0	0	0	0	0	0	10	127	0	0			127
4240	2009 Dodge Caravan	9.28	0	0	0	0	0	0	10	93	0	0			93
4242	2014 Ford F-150 XL	3.56	0	0	0	0	0	0	10	36	0	0			36
4248	2006 GMC C-1500	18.63	0	0	0	0	0	0	11	205	0	0			205
4271	2016 Ford F-250 4X2	13.01	0	0	0	0	0	0	8	104	0	0			104
4364	Cable Teel Trailer	5.87	0	0	0	0	0	0	10	59	0	0			59
4405	2001 Reel Trailer	5.87	0	0	0	0	0	0	10	59	0	0			59
4406	2013 Tech Trailer	5.87	0	0	0	0	0	0	10	59	0	0			59
4410	2007 Triple L Trailer	5.87	0	0	0	0	0	0	10	59	0	0			59
4417	Felling Equipment Trailer	2.65	0	0	0	0	0	0	10	27	0	0			27
4505	2013 Dump Truck	10.49	0	0	0	0	0	0	10	105	0	0			105
4603	2000 Ford F-750	40.89	0	0	0	0	0	0	10	409	0	0			409
4604	2018 Freightliner	51.58	0	0	0	0	0	0	14	722	0	0			722
4612	Platform Truck	10.23	0	0	0	0	0	0	15	153	0	0			153
4616	Bucket Truck	39.23	0	0	0	0	0	0	13	510	0	0			510
4617	2011 Ford F-750	18.15	0	0	0	0	0	0	15	272	0	0			272
4644	Freightliner Digger Derrick	51.68	0	0	0	0	0	0	5	258	0	0			258
4783	Compact Excavator	58.13	0	0	0	0	0	0	15	872	0	0			872
6298	GMC Sierra 4x4	16.66	0	0	0	0	0	0	13	217	0	0			2,000
Miscellaneous Materials										2,000					
Subtotal Other Direct Costs				0	0	0	0	0		6,362	0	0			6,362
Travel															
Subtotal Travel Costs				0	0	0	0	0		0	0	0			0
Total Direct Cost				0	0	0	0	0		28,841	0	0			28,841
Indirect Costs 81%				0	0	0	0	0		23,361	0	0			23,361
Estimated Total Cost				0	0	0	0	0		52,203	0	0			52,203

Attachment B

Prime Sponsor Terms & Conditions

It is understood that where appropriate, references to “membership agreement”, “agreement”, “pooled research projects”, or “project” shall refer to this **Subcontract and all its attachments**; references to “university”, or “member” shall refer to **Subcontractor** as appropriate; and references to “LC member”, “MTC”, or “leadership circle member” shall refer to Michigan and/or Prime Sponsor as appropriate.

Any prior approvals are to be sought from Michigan and not Prime Sponsor.

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Leadership Circle Member Agreement ("Membership Agreement")

THE REGENTS OF THE UNIVERSITY OF MICHIGAN (hereinafter called the UNIVERSITY) have established Mcity ("Mcity"), formerly referred to as the Mobility Transformation Center, to support a multi-disciplinary effort to advance connected vehicle technology research and implementation. Toyota Motor Engineering & Manufacturing North America, Inc. and Toyota Motor North America, Inc. (referred collectively to herein as LEADERSHIP CIRCLE MEMBER or LC MEMBER) agrees to participate in Mcity as follows and as detailed in the attached Terms and Conditions:

- 1. LC MEMBER agrees to provide annual support to Mcity in the amount of \$333,333/year for a minimum of three (3) years, such payment to be made on an annual basis in no more than 4 equal quarterly payments. The first such payment is due within thirty (30) days after the signing of this Agreement by both parties.

If LC MEMBER requires an invoice, please choose an invoicing option:

Annually; UNIVERSITY will send an invoice upon full execution of this Agreement to be paid by LC MEMBER within thirty (30) days of receipt of the invoice.

Two equal semiannual installments; UNIVERSITY will send the first invoice upon full execution of this Agreement to be paid by LC MEMBER within thirty (30) days of receipt of the invoice.

Four equal quarterly installments; UNIVERSITY will send the first invoice upon full execution of this Agreement to be paid by LC MEMBER within thirty (30) days of receipt of the invoice.

Invoices shall be sent to LC MEMBER via (please check one):

Email; or Regular mail (please insert name of invoicing contact, email and billing address):

Al Smith
(name)
al.smith@toyota.com
(email)

6565 Headquarters Drive, Plano Texas 75024
(billing address)

2. This Agreement is executed and effective as of January 1, 2018, shall remain effective through December 31, 2020, and will automatically renew each year, unless non-renewed by LC MEMBER. LC MEMBER may non-renew its membership by providing a six (6) month written notice to the Director of Mcity of its intention to do so. Renewal beyond the effective period herein is at LC MEMBER's sole discretion.

3. LC MEMBER appoints: Kristen Tabar
(name)
 734-604-6474
(phone)
 Kristen.Tabar@Toyota.com

as its designated representative to the Mcity. LC MEMBER may change its designated representative at its discretion.

4. UNIVERSITY appoints: Huei Peng
734-769-6553
hpeng@umich.edu

as Mcity Director and its designated representative to Mcity. UNIVERSITY may change the Mcity Director and designated representative at its discretion.

5. During the course of this Agreement, Mcity shall:
- a. Commit to sustain a minimum of 2,500 connected vehicles in the Ann Arbor Connected Vehicle Test Environment pending a minimum of 12 Leadership Circle Members and commercial availability of Dedicated Short-Range Communication (DSRC) hardware.
 - b. Add augmented reality environment for Connected and Automated Vehicles (CAVs) in Mcity test facility
 - c. Develop accelerated Evaluation Model and test protocol for Automated Vehicles (AVs)
 - d. Implement 5G capabilities in the Mcity test facility for CAV research
 - e. Deploy 10 development retrofit Connected Vehicle (CV) kits
 - f. Deploy 2 Level 4 CAVs to serve the community
 - g. Create a CAV database including
 - i. Basic Safety Message (BSM), Signal, Phase, and Timing (SPAT), environmental data
 - ii. Labeled images, pedestrian kinematic data
 - iii. Energy and trip data sets
 - iv. CAV deployment data
[user behavior, edge cases]
 - v. Near-real-time CV data dashboard
[Ann Arbor – Plymouth Rd. corridor]
6. LC MEMBER agrees to bear all costs it incurs in participation in Mcity such as travel to and from meetings and other visits to Mcity.
7. LC MEMBER understands that funds provided to the UNIVERSITY for Mcity will be added to funds from other members and therefore no individual financial reports will be given to the LC MEMBER concerning the disposition of the particular funds provided by it.
8. Neither LC MEMBER nor the UNIVERSITY will use the names or trademarks of the other in any promotion or advertising without the express written permission of the party to be named.

9. Notwithstanding any terms and conditions to the contrary contained on any Purchase Order or other written request, this Membership Agreement and the incorporated Mcity Membership Terms and Conditions constitute the entire agreement of the parties, and all terms and conditions contained on any such Purchase Order form or other written request issued pursuant to this Membership Agreement are null and void.

APPROVED AND ACCEPTED BY:

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**



(Signature)

Peter J. Gerard
Associate Director
Grants and Contracts

(Name)

(Title)

**TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH
AMERICA, INC.**



(Signature)

KRISTEN A. TABAR

(Name)

VICE PRESIDENT TECHNICAL

(Title) STRATEGY AND PLANNING OFFICE

TOYOTA MOTOR NORTH AMERICA, INC.



(Signature)

AL SMITH

(Name)

AVP, Social Innovation

(Title)



2901 Baxter Road, Ann Arbor MI 48109-2150 • (734)-647-4217 • www.mcity.umich.edu

MCITY MEMBERSHIP TERMS AND CONDITIONS

WHEREAS, The Regents of the University of Michigan (“University”) have established Mcity (“Mcity”), formerly referred to as the Mobility Transformation Center, to be operated in accordance with these Terms and Conditions and the applicable policies of the University of Michigan. Its goal is to work with public and private collaborators to improve the safety, environmental performance, energy consumption, and overall societal benefit of the domestic and global ground transportation systems by laying the foundation for a commercially viable ecosystem of connected and automated vehicles.

AND WHEREAS, Mcity aims to have “living laboratories” available to its Members for collaborative research and development, which will include connected and automated vehicle deployments in Ann Arbor and Southeast Michigan, as well as the Mcity Test Facility (“Mcity Lab”), a controlled test environment available to Mcity research and development programs.

ARTICLE 1 ROLES AND RESPONSIBILITIES

A. Mcity Director

Mcity will be led by a Principal Investigator, who will serve as the Director (hereafter the “Director”), and who will report administratively to the University’s Vice President for Research. The Director will have final authority over the research, education, and outreach programs and allocation of Mcity resources. The Director will have overall responsibility for:

1. Overall management, operation, outreach and administration of Mcity;
2. Providing overall direction and vision for Mcity;
3. Engaging industrial, governmental and other collaborators in the conduct of Mcity;
4. Coordinating with the Leadership Circle as defined in Section B, to advance the goals of Mcity and providing an annual executive summary, which shall include a financial summary, to the Leadership Circle Members;
5. Providing sound fiscal management;
6. Maintaining high quality, productive research, training and education programs;
7. Coordinating with academic units within the University, as well as with collaborating

- researchers from Mcity Members; and
8. Working with the University's Office of Technology Transfer ("OTT") in maintaining a comprehensive strategy and program for managing and transferring Intellectual Property (Article 4) and Data and Participant Information (Article 5).

B. Leadership Circle

The Leadership Circle will have the responsibility to discuss and formulate high-level research questions to be addressed by Mcity in the form of Pooled Research Projects (as defined in Article 3.A.1.). Mcity will develop requests for proposals, and each Leadership Circle Member will review and rank received proposals. The Director will consider such reviews and rankings when selecting Pooled Research Projects pursuant to Article 3. The Leadership Circle will have access to Faculty Council reviews and rankings of received proposals. The Leadership Circle will review all Mcity Pooled Research Projects in the context of Mcity's mission and goals

In addition to the responsibilities described in the preceding paragraph, the Leadership Circle will meet semi-annually to review the overall mission and performance of Mcity. These meetings will include laboratory visits and demonstrations in the Mcity Lab and the deployments when possible. In addition, the Leadership Circle will advise the Director on industry requirements specific to data collection and the development of the living laboratories, as well as areas for further investigation. The Leadership Circle will also assist in seeking further collaborative funding for strategic research objectives.

ARTICLE 2 Mcity MEMBERSHIP

A. Membership Categories and Benefits. Upon recommendation by the Director, new organizations may join the Leadership Circle upon approval by a majority of all Leadership Circle Members. Upon approval of the Mcity Director, an organization that is interested in a commercially viable ecosystem of connected and automated vehicles may become an Affiliate Member of Mcity. Leadership Circle and Affiliate Members may hereafter, when appropriate, be referred to collectively as "Members." Advisors and guests, including government advisors, may be invited to participate in Mcity Member activities, with the advice of the Leadership Circle.

1. Leadership Circle Members. Leadership Circle Members will be entitled to the following benefits:

- (a) Advise the Mcity Director and inform Mcity strategy;
- (b) Help formulate key research questions;
- (c) Advise the Mcity Director on the selection of Pooled Research Projects and the scope of Project Authorizations for Mcity Projects in which the Leadership Circle Member participates;
- (d) Advise the Mcity Director on the use of research and deployment assets including assets made available to Affiliate Members;
- (e) Opportunity to immerse industry engineers in state-of-the-art research and innovation team environments as engineers-in-residence at Mcity;

- (f) Facilitated access to key faculty & students;
- (g) Engage in Mcity to help shape the research of the living laboratories;
- (h) Preferential access to the Mcity Lab;
- (i) Participation in all Mcity convened research activities, Mcity Research Review Meetings, and the Annual Mcity Congress;
- (j) Early access to Mcity research results;
- (k) Coordinated engagement with key federal, state & local agencies to inform key standards and regulations;
- (l) License and option rights to Intellectual Property as described in Article 4.; and
- (m) Access to Data from Mcity Projects as described in Article 5.

2. Affiliate Members. Affiliate Members will enjoy the following benefits:

- (a) Opportunity to use selected research and deployment assets;
- (b) Opportunities for access to the Mcity Lab;
- (c) Attendance at Mcity Research Review Meetings and the Annual Mcity Congress, including:
 - i. receiving an early, integrated view of the emerging mobility marketplace;
 - ii. access to an independent forum of suppliers, manufacturers, and end-users; and
 - iii. access to University expertise in social, legal, regulatory and policy.
- (d) Access to select Data from Mcity Projects, as determined by the Director.

B. Membership Dues

1. Leadership Circle Members. Leadership Circle Members (also known as “LC Members”) will contribute cash, or cash and in-kind contributions subject to the approval of the Director in the amount of \$333,333.00 annually per membership (“Membership Dues”), payable to: The Regents of the University of Michigan. In lieu of no more than one third of the applicable Membership Dues, and with the agreement of the Director, a Leadership Circle Member may make a contribution to Mcity of software, services, equipment or other in-kind contribution that the Director has determined is necessary for the performance of an approved Mcity Project and that Mcity would have otherwise been required to purchase. Any exceptions must be approved by the Director. In order to realize the full leveraging potential for Mcity members and collaborators, in-kind contributions must be allowable as cost-sharing match for federal and state funded portions of the Mcity Lab and must be auditable as such against applicable federal regulations described in 2 CFR 200 (formerly Office of Management and Budget Circular A-21). Membership Dues will be used for the reasonable support of Mcity Projects and operations, the living laboratories, and the establishment and maintenance of the Mcity Lab.

2. Affiliate Members. Affiliate Members will contribute cash, or cash and in-kind contributions subject to the approval of the Director in the amount of \$50,000.00 annually

per membership, payable to: The Regents of the University of Michigan. Upon meeting the appropriate cash, or cash and in-kind contribution requirements and subject to the provisions of Article 2.A., Affiliate Members may upgrade membership status to Leadership Circle membership.

C. Membership Agreement.

Each applicant for membership in Mcity agrees to these Terms and Conditions by signing a Membership Agreement that references these Terms and Conditions. Membership is effective as of the Effective Date set out in the Membership Agreement signed by authorized representatives of both the University and the Affiliate Member or Leadership Circle Member as applicable. Mcity will pool all cash received from Members and will allocate it to Mcity Projects as provided in Article 3, below. A Member at any level may terminate its membership by providing a six (6) month notice in writing of its intention to do so.

ARTICLE 3 PROJECT SELECTION, MEETINGS, AND INFORMATION DISSEMINATION

A. Selection of Mcity Projects. An Mcity Project subject to these Terms and Conditions will be either a Pooled Research Project or a Tailored Research Project described below. For each Mcity Project, the Director will describe the research to be conducted, the participants who will perform the research, and the budget ("Project Authorization"). Mcity Projects will be presented in the semi-annual Mcity Research Review Meetings.

1. Pooled Research Projects. A "Pooled Research Project" is any research and development work funded by the pooled Mcity research fund. Ideas for such research projects may come from the faculty or Mcity members. The Director will present candidate projects for discussion by the Leadership Circle to be funded in whole or in part by Mcity. The Director will select Pooled Research Projects following consultation with the Leadership Circle and Faculty Council, with the primary goal of choosing research and educational activities that fit Mcity's capabilities and most favorably impact Mcity objectives. The Leadership Circle will advise the Director on the choice of Pooled Research Projects. A formal and transparent process for soliciting input and ranking proposals and a mechanism for documenting and reporting has been developed so that input from the Leadership Circle Members and members of all other advisory groups will be documented and available for discussion in Leadership Circle meetings or e-mail communications with the Leadership Circle Members.

2. Tailored Research Projects. A Leadership Circle Member is permitted to allocate up to 25% of its Membership Dues paid pursuant to Article 2, less the value of any in-kind contributions, to support a "Tailored Research Project" that is in alignment with

the goals of Mcity. Tailored Research Projects can be formed directly by a single or several Leadership Circle Members and University faculty and require approval by the Director.

- B. Mcity Research Review Meetings.** The semi-annual Mcity Research Review Meetings are open to all Mcity Leadership Circle Members and Affiliate Members, and selected government and academic participants as determined by the Director. All Pooled Research Projects and Tailored Research Projects will be presented for review at these meetings. Mcity Project presentations at the Mcity Research Review Meetings are subject to the confidentiality obligations and review requirements of Article 6.
- C. Annual Mcity Congress.** The Annual Mcity Congress is open to both Mcity and non-Mcity participants for outreach, recruiting and education purposes. Mcity Congress will highlight Mcity research, development and educational achievements. Mcity Project presentations at the Mcity Congress are subject to the confidentiality obligations and review requirements of Article 6.

ARTICLE 4 INTELLECTUAL PROPERTY

A. Background Intellectual Property

1. University Background Intellectual Property. University may provide expertise, technology, know-how, information and related intellectual property rights, including but not limited to inventions, improvements and discoveries including computer software, works, material and data, whether or not protectable by patent, trade secret, trademark or copyright, owned by University before execution of these Terms and Conditions or created by University or by its contractors after the execution of these Terms and Conditions but independently of any Mcity Project ("University Background Intellectual Property") on a non-exclusive, royalty-free basis for research and development in any Pooled Research Project(s), or for research and development in any Tailored Research Project(s). University shall not knowingly include in University Background Intellectual Property any material subject to third party rights which are inconsistent with University's obligations under these Terms and Conditions.

In the event that University Background Intellectual Property is needed to practice rights under University Foreground Intellectual Property, LC Member Foreground Intellectual Property and Joint Foreground Intellectual Property as defined below, those LC Members wishing to use such University Background Intellectual Property shall be required to obtain the appropriate license, which shall be non-exclusive, may be royalty bearing, and shall be on commercially reasonable terms, from University. University shall not incorporate any University Background Intellectual Property or third party dependencies in the project deliverables without advance written notice to LC Members for any Pooled Research Project, and without LC Member's written agreement

specifying the terms and conditions (including any associated fees) governing such incorporation in any Tailored Research Project. University shall identify such University Background Intellectual Property and third party dependencies in the Project Authorization document prior to commencing the Mcity Project. Absent any such written agreement, LC Member's rights in such project deliverables in Tailored Research Projects that depend on University Background Intellectual Property shall be at least commensurate with LC Member's rights in University Foreground Intellectual Property.

2. LC Member Background Intellectual Property. LC Members, may but are not obligated to provide expertise, technology, know-how, information and related intellectual property rights, including but not limited to inventions, improvements and discoveries including computer software, works, material and data, whether or not protectable by patent, trade secret, trademark or copyright, owned by LC Members before execution of these Terms and Conditions or created by LC Members or by their contractors after the execution of these Terms and Conditions but independently of any Mcity Project ("LC Member Background Intellectual Property") for use in any Pooled Research Project or Tailored Research Project. If expressly defined LC Member Background Intellectual Property is agreed at the sole discretion by a LC Member owning such LC Member Background Intellectual Property to be provided to third parties (e.g., University, other LC Members, Affiliate Members or other third parties), it may be provided on a non-exclusive, royalty-free or royalty-bearing basis for research and development purposes in support of the performance of Pooled Research Projects or Tailored Research Projects. The provision of any LC Member Background Intellectual Property shall be authorized in the Project Authorization document, which shall be signed by an authorized representative of the LC Member providing such LC Member Background Intellectual Property, and wherein Mcity authorizes the specific project in which such LC Member Intellectual Property will be used. An LC Member shall not knowingly include in LC Member Background Intellectual Property any material subject to third party rights which are inconsistent with such LC Member's obligations under these Terms and Conditions.

In the event that LC Member Background Intellectual Property is needed to commercialize University Foreground Intellectual Property, LC Member Foreground Intellectual Property or Joint Foreground Intellectual Property generated in a Pooled Research Project or a Tailored Research Project, those LC Members wishing to use such LC Member Background Intellectual Property shall seek the appropriate fully executed written license, which may be royalty bearing, and shall be negotiated in good faith and on commercially reasonable terms, from the LC Member providing such LC Member Background Intellectual Property. It is at the sole discretion of a LC Member whether to grant a license to its respective LC Member Background Intellectual Property.

B. Foreground Intellectual Property

1. University Foreground Intellectual Property. For Pooled Research Projects or Tailored Research Projects, all rights and title to inventions, improvements or

discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees, contractors, consultants or agents of the University in performance of a Pooled Research Project or a Tailored Research Project shall belong to University and shall be subject to these Terms and Conditions (University Foreground Intellectual Property).

2. LC Member Foreground Intellectual Property. For Pooled Research Projects or Tailored Research Projects, all rights and title to inventions, improvements and discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees, contractors, consultants or agents of an LC Member in performance of a Pooled Research Project or Tailored Research Project (“LC Member Foreground Intellectual Property”) shall belong solely to the conceiving or making LC Member subject to the following: (a) LC Member Foreground Intellectual Property conceived or made in the performance of a Pooled Research Project shall be governed by these Terms and Conditions and the applicable Project Authorization; and (b) LC Member Foreground Intellectual Property conceived or made in performance of a Tailored Research Project shall be governed by these Terms and Conditions, the applicable Project Authorization, and any separate terms and conditions reduced to a separate agreement between LC Members who are involved in the performance of the Tailored Research Project (“Separate Agreement”). If the Separate Agreement conflicts with these Terms and Conditions, the Separate Agreement shall control as between the LC Members entering into it. For the purposes of clarity, University is not a LC Member. Separate agreements between University and LC Members are not anticipated.

3. Joint Foreground Intellectual Property. For Pooled Research Projects or Tailored Research Projects, all rights and title to inventions, improvements or discoveries, whether or not patentable, which are made jointly as defined or interpreted in accordance with U.S. patent, copyright and common law by one or more employees of a LC Member and one or more employees of University or any other LC Member in performance of a Pooled Research Project or a Tailored Research Project shall be jointly owned by such LC Member(s) and University (“Joint Foreground Intellectual Property”) subject to the following: (a) Joint Foreground Intellectual Property made in the performance of a Pooled Research Project shall be governed by these Terms and Conditions and the applicable Project Authorization; and (b) Joint Foreground Intellectual Property made in the performance of a Tailored Research Project shall be governed by these Terms and Conditions, the applicable Project Authorization, and any Separate Agreement between LC Members who are involved in the performance of the Tailored Research Project. If the Separate Agreement conflicts with these Terms and Conditions, the Separate Agreement shall control as between the LC Members entering into it. For the purposes of clarity, University is not a LC Member. Separate agreements between University and LC Members are not anticipated.

With respect to Joint Foreground Intellectual Property (irrespective of the country of creation or development, or where rights or enforcement is sought) and for the duration of the intellectual property right concerned, the joint owners agree that: each joint owner shall be entitled to non-exclusively enjoy benefits of or practice under Joint Foreground

Intellectual Property any intellectual property rights for any commercial/non-commercial purpose, including exploit, enforce, collect royalties and/or license(s) or sub-license(s) (for/in a limited or unlimited term/territory) any intellectual property rights independently without any obligation to compensate, account to, obtain permission from, or share royalties with the other joint owner. For the avoidance of doubt, no joint owner may require the other joint owner to enforce Joint Foreground Intellectual Property. It is understood and agreed that a joint owner may freely assign any intellectual property right in Joint Foreground Intellectual Property to a third party subject to these Terms and Conditions and that if the laws of any jurisdiction require a consent letter to be issued by one joint owner for licensing or assigning by the other joint owner its share of the Joint Foreground Intellectual Property to third parties, such a consent consistent with these Terms and Conditions shall be promptly issued.

C. Disclosure and Protection of Foreground Intellectual Property.

1. Pooled Research Projects.

a. Disclosure and Decision to Seek Legal Protection. For Pooled Research Projects: (i) University, its academic partners, and LC Members shall disclose all Foreground Intellectual Property to University's Office of Technology Transfer ("OTT"). OTT will in turn disclose such Foreground Intellectual Property to the Director; (ii) the Director will promptly and contemporaneously notify all LC Members of any applicable Foreground Intellectual Property; (iii) If the LC Members have the right to and desire that a patent application or application for other intellectual property protection be filed, the LC Members shall document such desire and the jurisdictions to file in and then shall request University to file and University shall promptly prepare, file, and prosecute such U. S. and foreign application(s) in University's or applicable LC Members' name; and (iv) University and the LC Members that expressed a desire to file such application(s) shall bear, on an equal or otherwise negotiated basis, all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U. S. and foreign application(s).

b. Cooperation in Seeking Legal Protection. For Pooled Research Projects, applicable LC Members shall cooperate with University to assure that such application(s) will cover, to the best of LC Member's(s') knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding the scope and content of such application(s) to be filed and the prosecution thereof, applicable LC Members shall be given the opportunity to review and provide input thereto at least thirty (30) days prior to any filing date therefor. University shall inform applicable LC Members of all developments with respect to such application(s) and shall promptly supply to applicable LC Members copies of all papers received and/or filed in therewith.

c. Discontinued Financial Support of Legal Protection.

(i) For Pooled Research Projects, if one LC Member decides to discontinue the

financial support of the prosecution or maintenance of such application(s) and any patents or other intellectual property protection issuing therefrom, University shall be free to file or continue the prosecution or maintenance of the same, with University and the remaining LC Members bearing the associated costs on an equal or otherwise negotiated basis.

(ii) For Pooled Research Projects, if all LC Members decide to discontinue the financial support of the prosecution or maintenance of such application(s) and any patents or other intellectual property protection issuing therefrom, University shall be free to file or continue the prosecution or maintenance of the same at University's sole expense, but shall not be obligated to do so.

(iii) For Pooled Research Projects, Any LC Member who discontinues the financial support of the prosecution or maintenance of any patent application(s) and any patents or other intellectual property protection issuing therefrom, retains a limited, non-exclusive, royalty free license to use such respective patent applications or patents for internal research purposes only.

2. Tailored Research Projects.

a. Disclosure and Decision to Seek Legal Protection. For Tailored Research Projects: (i) University, its academic partners, and applicable LC Members participating in the Tailored Research Project (as documented by the applicable Project Authorization) shall disclose all Foreground Intellectual Property to University's Office of Technology Transfer ("OTT"). OTT will in turn disclose such Foreground Intellectual Property to the Director; (ii) the Director will promptly and contemporaneously notify all LC Members participating in such Tailored Research Project of any applicable Foreground Intellectual Property; (iii) If the LC Members participating in such Tailored Project have the right to and desire that a patent application or application for other intellectual property protection be filed, the LC Members participating in such Tailored Project shall document such desire and the jurisdictions to file in and then shall request University to file and University shall promptly prepare, file, and prosecute such U. S. and foreign application(s) in University's name or the name of the applicable LC Member(s) participating in such Tailored Research Project; and (iv) University and the LC Member(s) participating in such Tailored Research Project that expressed a desire to file such application(s) shall bear, on an equal or otherwise negotiated basis, all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U. S. and foreign application(s).

b. Cooperation in Seeking Legal Protection. For Tailored Research Projects, applicable LC Members participating in such Tailored Research Project (as documented by the applicable Project Authorization), shall cooperate with University to assure that such application(s) will cover, to the best of LC Member's(s') knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding the scope and content

of such application(s) to be filed and the prosecution thereof, applicable LC Member(s) participating in such Tailored Research Project shall be given the opportunity to review and provide input thereto at least thirty (30) days prior to any filing date therefor. University shall inform applicable LC Members participating in such Tailored Research Project of all developments with respect to such application(s) and shall promptly supply to applicable LC Members participating in such Tailored Research Project copies of all papers received and/or filed in therewith.

c. Discontinued Financial Support of Legal Protection.

(i) For Tailored Research Projects, if one LC Member participating in the Tailored Research Project decides to discontinue the financial support of the prosecution or maintenance of such application(s) and any patents or other intellectual property protection issuing therefrom, University shall be free to file or continue the prosecution or maintenance of the same, with University and the remaining LC Members participating in the Tailored Research Project bearing the associated costs on an equal or otherwise negotiated basis.

(ii) For Tailored Research Projects, if all LC Members participating in the Tailored Research Project decide to discontinue the financial support of the prosecution or maintenance of such application(s) and any patents or other intellectual property protection issuing therefrom, University shall be free to file or continue the prosecution or maintenance of the same at University's sole expense, but shall not be obligated to do so.

(iii) For Tailored Research Projects, any LC Member participating in the Tailored Research Project who discontinues the financial support of the prosecution or maintenance of any patent application(s) and any patents or other intellectual property protection issuing therefrom, retains a limited, non-exclusive, royalty free license to use such respective patent applications or patents for internal research purposes only.

D. Licensing

1. Pooled Research Projects and Foreground Intellectual Property. For Pooled Research Projects University and LC Members shall grant to University and all other LC Members a non-exclusive, irrevocable, world-wide, sublicensable, royalty-free license to use for any purpose (commercial and non-commercial) including the right to create and solely own derivative works thereof, University Foreground Intellectual Property, LC Member Foreground Intellectual Property, and Joint Foreground Intellectual Property ("Foreground Intellectual Property," collectively) which are conceived or reduced to practice in the performance of Pooled Research Projects.

2. Tailored Research Projects and Foreground Intellectual Property. For Tailored Research Projects and subject to Sections 4.A.1. and 4.A.2., University and LC Members participating in the Tailored Research Project shall grant to University and LC Members participating in both the Tailored Research Project and the financial support of a patent application and prosecution pursuant to Section 4.C.2.a. either (i) a non-exclusive, royalty-free license for non-commercial purposes only or (ii) an exclusive (in the event there is only one qualifying LC Member), or non-exclusive (in the event there is more than one qualifying LC Member) royalty bearing license, with the right to sub-license, for any purpose, to use Foreground Intellectual Property that is conceived or reduced to practice in the performance therein. The terms and conditions of any royalty-bearing license shall be negotiated in good faith and on commercially reasonable terms. In the event such terms and conditions are not concluded, after good faith efforts, upon the one (1) year anniversary of the notice provided by the MTC Director pursuant to Section 4.C.1.A.(ii), the owner of such University Foreground Intellectual Property, LC Member Foreground Intellectual Property, or Joint Foreground Intellectual Property shall be permitted to licenses same to 3rd parties except as otherwise limited herein. Notwithstanding the foregoing, University and LC Members participating in both the Tailored Research Project and the financial support of patent application and prosecution shall grant to all other LC Members participating in the Tailored Research Project but not participating in the financial support of a patent application and prosecution a limited, non-exclusive, royalty free, license to use Foreground Intellectual Property that is conceived or reduced to practice in the performance of such Tailored Research Project for internal research and development purposes only.

E. Rights of LC Members Joining After Mcity Inception. Companies or other organizations joining Mcity as an LC Member after January 1, 2018 shall be entitled to rights under this Article 4 six (6) months after the effective date of their Membership Agreement under Section 2.C., above.

F. Rights of U.S. Government. All licenses granted pursuant to these Terms and Conditions and any applicable Separate Agreement between LC Members may be subject to rights reserved by the U.S. government, if any. University shall disclose to LC Members in the Project Authorization if the University intends to use U.S. federal funds to support the Mcity Project identified in the Project Authorization.

ARTICLE 5 DATA AND PARTICIPANT INFORMATION

A. Leadership Circle Members shall, upon request, be permitted to review all data and research results generated by Mcity in connection with these Terms and Conditions (“Data”) and to copy any such Data at Leadership Circle Members’ expense, to the extent permitted by University’s Institutional Review Board (“IRB”) approval governing the Project (if required), the Informed Consent Form signed by persons participating in the Project as study subjects, if required, (“Participants”), and subject to the rights and

obligations defined in Article 4 and to the obligations of confidentiality under Article 6 of these Terms and Conditions. Leadership Circle Members shall also be free to use such Data, subject to the limitations above, to assemble documentation required by regulatory authorities, and for other marketing and product development purposes, and the right to create and solely own derivative works thereof. Leadership Circle Members will credit the Data to Mcity and the investigators involved in generating such Data unless Mcity has otherwise requested in writing.

- B.** Leadership Circle Members recognize the confidential nature of Participant records and agree to maintain the confidentiality of Participant data and records both in discussions and written materials, except as required by applicable regulatory authorities or other applicable regulations or decisions of the applicable IRB.
- C.** Members agree as follows:
1. Not to use or further disclose the Data or any information contained therein other than as permitted by these Terms and Conditions or required by applicable law;
 2. To use appropriate technical, administrative, and procedural safeguards to prevent use or disclosure of the Data or any information contained therein other than as provided for by these Terms and Conditions;
 3. To report to University within five (5) days any use or disclosure of the Data or information contained therein, in whole or in part, not authorized by these Terms and Conditions, of which Member becomes aware; and
 4. Not to use the information contained in the Data to contact the individuals whose information is contained in the Data under any circumstance.
- D.** In the event University becomes aware of any Member's use of the Data or information contained therein, in whole or in part, not authorized under these Terms and Conditions, or permitted by applicable law, University may (i) terminate such Member's Membership Agreement upon written notice; and/or (ii) disqualify (in whole or in part) the Member from receiving Data in the future.

ARTICLE 6 CONFIDENTIALITY AND PUBLICATIONS

- A. Confidentiality.** For the purpose of these Terms and Conditions, Confidential Information shall mean information provided by or belonging to a disclosing party which is provided to University or a LC Member that is marked "confidential," "proprietary" or the like by the disclosing party at the time of disclosure. If disclosing party discloses such information orally or in otherwise intangible format, such information shall be identified as confidential, proprietary or the like at the time of disclosure, and then the disclosure shall be summarized in writing, marked "confidential", "proprietary" or the like and provided to University or a LC Member within twenty (20) days of initial disclosure ("Confidential Information"). Such confidentiality obligation shall be observed during the

Membership Agreement period and for a period of three (3) years following the termination or expiration date of the Membership Agreement. Confidential Information shall be returned to the disclosing party upon request, however, University or a LC Member may retain an archive of any Confidential Information received under the Membership Agreement to demonstrate performance of its obligations hereunder.

The obligation to protect Confidential Information shall not apply to any information that: (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach hereof; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party without reference to the other party's Confidential Information; (v) is released with written consent of the disclosing party; or (vi) is required to be disclosed by operation of law, provided, however, that the disclosing party be given an opportunity to oppose such disclosure.

B. Publication Review. Draft publications will be submitted for review and comment to any Members that participated in the Mcity Project from which the publication emitted. Such review period shall be thirty (30) days prior to submission of the publication to a journal or other publisher for review. Comments will be duly considered. Authorship of publications will be determined based on contribution to the publication as determined by generally accepted academic principles.

C. Publications and Patent Protection. If a Member reviewing a publication so requests, there shall be a delay in publication for a period not to exceed sixty (60) days from the date of submission to the Member, to allow for a patent to be filed on information contained in the publication. A Member will make such request and justification for such delay in writing. Faculty and staff supported by Mcity funding will provide a draft copy of each paper to the Mcity Director in a timely fashion (in sufficient time, prior to publication or formal presentation) so that the above review process may take place.

ARTICLE 7 INDEPENDENT CONTRACTS

Nothing in these Terms and Conditions shall restrict a Member's right to negotiate and contract with the University independently of Mcity for any purpose.

ARTICLE 8 INSURANCE AND INDEMNIFICATION

A. University represents that the University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their

employment by University. The University has no liability insurance policy as such that can extend protection to any other person.

B. Each Member hereby assumes any and all risks of bodily injury, including death and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each Member (the "Indemnifying Member") shall, to the extent permitted by law, indemnify and hold the other Members harmless against any loss, damages, claims, penalties or expenses of any kind whatsoever (including costs and reasonable attorneys fees) sustained or incurred by another Member or other third party as a result of the negligent acts or omission of the Indemnifying Member. For clarity, this Article 8 is not intended to address issues relating to infringement of intellectual property rights.

C. Members understand that the University is an educational institution created under Article 8, Section 5 of the Michigan Constitution and operated pursuant to authority conferred by the State of Michigan. As a state institution the University is prohibited from lending the credit of the state pursuant to Article 9 of the Michigan Constitution. Members acknowledge that these Terms and Conditions do not confer upon Members any right of claim of indemnification by the University, either express or implied.

ARTICLE 9 GOVERNING LAW

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Michigan without reference to such state's conflicts of laws principles.

ARTICLE 10 EXPORT CONTROL COMPLIANCE

University and Members will comply with all applicable U.S. export control laws and regulations. The information that the University or Members may wish to disclose pursuant to these Terms and Conditions may be subject to the provisions of the International Traffic in Arms Regulations ("ITAR") or the Export Administration Act of 1979 and the Export Administration Regulations ("EAR") promulgated thereunder.

Each Member and University shall identify software, technology and technical data specifically listed in the U.S. Munitions List of the ITAR, the Commerce Control List of the EAR ("Controlled Item") and/or export control list(s) of any country under which these Terms and Conditions are governed ("Controlled Item(s)"). Any Controlled Items that are identified during the course of an Mcity Project shall be handled in the following manner:

(A) The sending party shall notify the other receiving parties of the Controlled Item's

classification prior to any shipment or transmission;

- (B) The party receiving notice under (i) above shall have an opportunity to accept or reject the delivery of the Controlled Item prior to shipment or transfer by the sending party;
- (C) The parties shall make reasonable efforts to cooperate implementing required internal controls for the involved Controlled Item, to effectively continue the relevant Mcity Project;
- (D) Rejection of a Controlled Item shall not constitute a breach of these Terms and Conditions;
- (E) The Mcity Director, in consultation with the appropriate LC Members, shall assess the impact of the rejection of the Controlled Item to determine if the relevant Mcity Project can continue or not.

Any Controlled Item notice to be delivered to a Member or University shall be in writing and sent to that Member's or University's designated representative pursuant to their Membership Agreement.

ARTICLE 11 ANTI-CORRUPTION COMPLIANCE

University shall comply with, and shall cause its employees, directors, officers, agents, or any persons acting on their behalf to comply with all applicable laws and regulations, which may include, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. In particular, University commits that none of the investigators, University employees, or third-party agents performing work on any Mcity Project funded pursuant to these Terms and Conditions will use any position as an employee, officer, or agent of a government or any department, agency, or instrumentality thereof to influence the award or continuation of business or other business advantage for any LC Member or any of their affiliates.

University and Members hereby represent, that in performing under these Terms and Conditions, that neither they, nor any person acting on their behalf has given, promised to give, offered to give, or will give, promise to give, or offer to give, any loan, gift, donation, payment, or other items of value directly or indirectly, whether in cash or in-kind, to or for the benefit of any government official and/or political party, to obtain or retain support or to secure any improper advantage for any Member.

University affirms that any Membership Dues shall be solely used for the bona fide and reasonable support of Mcity Projects, or the establishment and maintenance of the Mcity Lab. Membership Dues shall not be used for the direct benefit of any individuals, except to the extent such dues will support the reasonable and customary salaries of individuals and be commensurate with actual

work performed by such individuals on an Mcity Project or in establishing and maintaining the Mcity Lab.

ARTICLE 12 MISCELLANEOUS

A. Modification of Terms and Conditions. Any agreement to change these Terms and Conditions in any way shall be valid only if made in writing and signed by the authorized representatives of University and all Leadership Circle Members as of the effective date of such change.

B. Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms and Conditions.

C. Survival. The rights and obligations of the University and Members under Articles 4 through 12 shall survive termination by any Member of its membership.

Attachment C

Closeout Documents Begin on Next Page ...

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Final Invention Statement and Certification <i>(For Grant or Award)</i>	Prime Grant / Award No.
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A. We hereby certify that, to the best of our knowledge and belief, all inventions are listed below which were conceived and/or first actually reduced to practice during the course of work under the above-referenced grant or award for the period

through

_____ *original effective date*

_____ *date of termination*

B. Inventions (Note: If no inventions have been made under the grant or award, insert the word "NONE" under Title below.)

NAME OF INVENTOR	TITLE OF INVENTION	DATE REPORTED TO UMICH
<i>(Use continuation sheet if necessary)</i>		

C. Signature — This block *must* be signed by an official authorized to sign on behalf of the institution.

Title		Name and Mailing Address of Institution
Typed Name		
Signature	Date	