

BAY AREA PHOTOVOLTAIC CONSORTIUM
MEMBERSHIP AGREEMENT FOR
RESEARCH MEMBERS

THIS AGREEMENT is made as of December 1, 2011 (“Effective Date”) by and between The Board of Trustees of the Leland Stanford Junior University (“Stanford”) on behalf of the Bay Area Photovoltaic Consortium (“BAPVC”), having a location at 1705 El Camino Real, Palo Alto, CA 94306, and _____, a _____ having a location at _____ (“Research Member”).

WHEREAS, the BAPVC was conceived to create a forum for interaction among the photovoltaic (PV) industry and academic experts to address the critical challenges in converting leadership in PV research and development into leadership in PV manufacturing;

WHEREAS, Research Member is a university or national laboratory that conducts research in the area of PV and would like to contribute to the goals of the BAPVC;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Stanford and Research Member agree as follows:

1. BOARDS AND MEMBERSHIP; IN GENERAL

1.1 “Executive Board” is defined as the governing body that, along with BAPVC Management, is responsible for determining the research areas of the BAPVC and reviewing proposals. The Executive Board will have 8 voting members, and is comprised of 1 representative from Stanford University, 1 representative from the University of California, Berkeley, 2 representatives from other US universities, and 4 Industry Member representatives. Industry Members serving on the Executive Board will be selected from the Executive Member companies. Each company shall have no more than one representative on the Executive Board. If the number of Executive Member companies is not sufficient to fill the industry seats on the Executive Board, then the remaining seats will be filled from Regular Member companies. An equitable plan for assigning Executive Board seats will be developed by Consortium Management and Industry Members. In addition, the Executive Board will have 3 non-voting members comprising the chairperson and 2 representatives of the DOE.

1.2 “Industry Board” is responsible for providing input on research topic selection, impact of proposals, and commercialization of technology. Industry Board is comprised of Industry Members and a non-voting chairperson.

1.3 “BAPVC Management” is defined as the body responsible for day-to-day BAPVC operations. BAPVC Management will consist of the Executive Director, the Co-Directors and others, as selected by the Co-Directors.

1.4 “Executive Member” is defined as an Industry Member who has paid an annual fee of \$200,000 USD to the BAPVC. An Executive Member receives the following benefits:

1.4.1 Participation on the Executive Board pursuant to 1.1 above.

1.4.2 Participation on the Industry Board.

1.4.3 The right to receive the Executive Member intellectual property rights as outlined in Exhibit B, Consortium IP Management Plan.

1.5 “Regular Member” is defined as an Industry Member who has paid an annual fee of \$50,000 USD to the BAPVC. A Regular Member receives the following benefits:

1.5.1 Participation on the Industry Board.

1.5.2 The right to receive the Regular Member intellectual property rights as outlined in Exhibit B, Consortium IP Management Plan.

1.6 “Participating Member” is defined as an Industry Member who has paid an annual fee of \$10,000 USD to the BAPVC. A company may join the BAPVC as a Participating Member only if it is a start-up and upon invitation only. A Participating Member receives the following benefits:

1.6.1 The right to receive the Participating Member intellectual property rights as outlined in Exhibit B, Consortium IP Management Plan.

1.7 “Research Member” is defined as a university or national laboratory that receives funding from the BAPVC in order to conduct BAPVC Work.

1.8 Industry Member is defined as an Executive Member, a Regular Member or a Participating Member

2. CONDITIONS OF MEMBERSHIP

1.1 Research Member is a member of the BAPVC as of the Effective Date of this Agreement.

1.2 As a Research Member of the BAPVC, Research Member is eligible to receive BAPVC funding to be used to further research in the area of PV. Such funding will be documented in a separate agreement between Stanford and Research Member.

1.3 Research Member agrees to the terms of Exhibit A, Consortium Management Plan, which are hereby incorporated by reference.

1.4 Research Member agrees to the terms of Exhibit B, Consortium IP Management Plan, which are hereby incorporated by reference.

1.5 Research Member agrees to the terms of Exhibit C, Area Photovoltaic Consortium Non-Disclosure Agreement (NDA) which is hereby incorporated by reference.

3. SIMILAR RESEARCH

Nothing in this Agreement will be construed to limit the freedom of the Research Member from engaging in similar research made under other grants, contracts, or research agreements with third parties.

4. PUBLICITY

Research Member will not identify the BAPVC or any individual Consortium members in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other party's faculty member, employee, or student, without the other party's prior written consent. Any use of a party's name shall be limited to statements of fact and shall not imply endorsement of products or services.

5. TERM AND TERMINATION

5.1. Term. This Agreement will remain in effect unless terminated in writing by the parties.

5.2. Termination. Either party may terminate this Agreement upon sixty (60) days written notice.

4.3 Survival. Sections 2, 3, 4.3, 5, 6, and Exhibit B will survive termination of this Agreement.

6. DISPUTE RESOLUTION

Any controversy, claim or other dispute arising out of this Agreement or relating to the subject matter of this Agreement hereof will be decided by binding arbitration in accordance with the Rules of Conciliation and Arbitration of The American Arbitration Association before one or more arbitrators appointed in accordance with those Rules. Any arbitration will take place in Palo Alto, California, or at any other mutually agreeable location.

7. GENERAL

7.1. Binding Effect; Assignment. Neither party may assign or delegate its rights or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement to the U.S. Department of Energy (DOE) or to a successor operator of the party as required by the DOE.

7.2. Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this Agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To BAPVC:

To Research Member:

Industrial Contracts Office
Stanford University
1705 El Camino Real
Palo Alto, California 94306-1106
Tel: 650-723-0651
Fax: 650-725-7295

Cc:
John Benner
Executive Director, Bay Area Photovoltaic Consortium
McCullough Building
476 Lomita Mall
Stanford University
Stanford, CA 94305-4045

7.3. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of California, without regard to any choice or conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction.

7.4. Headings. Headings included herein are for convenience only, and will not be used to construe this Agreement.

7.5. Relationship of Parties. For the purposes of this Agreement, each party will be, and will be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other party, except as explicitly provided for herein or authorized in writing.

7.6. Severability. If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

7.7. Force Majeure. Neither party will be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond a party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, pandemics, thefts, or other such occurrences.

7.8. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the parties relating to membership in the BAPVC, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

6.9 Electronic Signatures. The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.10 Counterparts. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

THE BOARD OF TRUSTEES OF
THE LELAND STANFORD JUNIOR
UNIVERSITY for the BAY AREA
PHOTOVOLTAIC CONSORTIUM

RESEARCH MEMBER

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

CONSORTIUM MANAGEMENT PLAN

1. GOVERNANCE

1.1 The Executive Board will meet at least twice per calendar year, either in person or by teleconference. BAPVC Management will coordinate the meetings.

1.2 The Executive Board will appoint a chairperson (initially Richard Swanson) who will serve annually and whose term may be renewed. The Chairperson will be responsible for determining the agenda of and facilitating Executive Board meetings.

1.3 The BAPVC Management will appoint a secretary who will serve annually and whose term may be renewed. The secretary will be responsible for taking accurate minutes at each Executive Board meeting and promptly distributing such minutes to the Executive Board members.

2. SOLICITING, REVIEWING AND AWARDING PROPOSALS

2.1 After consultation of the Executive Board and Industry Board, BAPVC Management will decide on the scope of a Request for Proposals (RFP) and issue the RFP.

2.2 Proposals will be reviewed by Industry Members and external experts.

2.3 BAPVC Management will make recommendations to the Executive Board the results of the review, along with its recommendation.

2.4 The Executive Board will determine which proposals are funded. Funding will be documented in a separate agreement.

3. MONITORING EXISTING AWARDS

BAPVC Management is responsible for monitoring the progress of awarded proposals.

EXHIBIT B

CONSORTIUM INTELLECTUAL PROPERTY MANAGEMENT PLAN

1. DEFINITIONS

1.1 “BAPVC Agreement” is defined as either the Industry or Research Membership Agreement, Exhibit A, the Consortium Management Plan; Exhibit B, the Consortium IP Management Plan; and Exhibit C, the Consortium Non-Disclosure Agreement (NDA).

1.2 “Participating Researcher” is defined as an individual who is performing BAPVC Work for a Research Member.

1.3 “BAPVC Work” is defined as any work, research, or activity performed by one or more Participating Researchers within the scope of a proposal funded by the BAPVC.

1.4 “Intellectual Property” is defined as patentable or copyrightable inventions, developments, discoveries, methods, techniques, formulae, algorithms, data, or processes, but excluding trade secrets.

1.5 “BAPVC IP” is defined as all Intellectual Property conceived or developed by one or more Participating Researchers in the performance of BAPVC Work.

1.6 “Background IP” is defined as Intellectual Property created or developed prior to or independent of work funded by the BAPVC in which a Participating Researcher is a named inventor and is necessary to practice BAPVC IP. Research Members requesting BAPVC funding, shall notify the BAPVC of any Background IP that may be used in the performance of the BAPVC Work at the time of submitting a proposal for BAPVC funding or during the performance of BAPVC Work. The BAPVC will consider the Background IP in determining whether to provide or to discontinue funding for the BAPVC Work.

1.7 In Industry Member is defined as an Executive Member, a Regular Member or a Participating Member

1.8 “Inventing Party” is defined as the organization whose Participating Researcher is an inventor or creator of Intellectual Property.

1.9 “Research Member” means a university or US Department of Energy (DOE) national laboratory that conducts research in the area of PV that receives BAPVC or DOE funding to perform BAPVC work;

1.10 “Technology Transfer Office” is defined as an organization, such as a non-profit organization or a foundation, or a division or department, of a Research Member that engages in transferring technology on behalf of the Research Member.

1.11 “Participation Period” is defined as the period of time during which a Research Member or an Industry Member is a member of the BAPVC.

- (a) Participation Period for a Research Member starts on the effective date of the BAPVC Agreement that is signed by the Research Member and ends ninety (90) days after the date the Research Member has withdrawn from the BAPVC or has been terminated from the BAPVC.
- (b) The Participation Period for Industry Members starts on the Effective Date provided the Industry Member has paid the annual fee. The Participation Period shall be 12 months in duration, and is automatically renewed for the subsequent 12-month period provided the annual fee for the subsequent term is received by the BAPVC prior to the end of the current Participation Period. The Participation Period may be terminated earlier than the end of the 12-month period if the Industry Member has withdrawn from the BAPVC or has been terminated from the BAPVC, and the membership fees paid, or any portion thereof, are non-refundable.

2. BAPVC INTELLECTUAL PROPERTY INVENTORSHIP AND OWNERSHIP

2.1 Inventorship of BAPVC IP will be determined in accordance with applicable U.S. patent and copyright law. Ownership will follow the applicable policies of the Inventing Party.

2.2 BAPVC IP developed jointly by Participating Researchers of more than one Research Member shall be jointly owned; each owner will have an undivided interest in such BAPVC IP.

3. BAPVC INTELLECTUAL PROPERTY MANAGEMENT

3.1 Each Technology Transfer Office will manage its solely owned BAPVC IP in accord with its own policies on licensing, including contract management, licensing income allocations, and reporting.

3.2 Each Research Member agrees that if it is an owner of jointly owned BAPVC IP, it will establish in good faith an Inter-Institutional Agreement (IIA) under which one of Research Members will manage the jointly owned BAPVC IP on behalf of the joint owners. Such IIA shall be a legally binding contract and will specify the details of how jointly owned BAPVC IP will be managed, the sharing of any BAPVC IP-related costs, and the allocation of any royalty income.

3.3 Each Research Member will require its Participating Researchers to report all BAPVC IP to its Technology Transfer Office. The Technology Transfer Office will promptly disclose all BAPVC IP to the Industry Members under appropriate terms of confidentiality, as required.

3.4 Each Research Member has the discretion whether or not to file for patent protection for BAPVC IP disclosed by its Participating Researchers. Likewise, each Research Member can decide how to protect and license rights to copyrighted works, e.g., licensing source code commercially or through open source or executable code only, taking into account the strategy needed to ensure rapid uptake, commercialization and deployment.

4. MEMBERSHIP FEES AND LICENSING OF BAPVC INTELLECTUAL PROPERTY

4.1 To the extent it is legally able to do so, the owning Research Member(s) of any BAPVC IP agree to grant to eligible Industry Members an option to non-exclusive licenses in the field of photovoltaics for the commercial use of such BAPVC IP according to the terms of this IP Management Plan. Any option available to an Industry Member under this IP Management Plan must be exercised by the Industry Member within ninety (90) days from receipt of a disclosure of BAPVC IP.

4.2 License Eligibility: To be eligible for such a grant of rights, an Industry Member must be a Member of the BAPVC and the BAPVC IP must have been created or developed during the Industry Member's Participation Period.

4.3 Executive Members. An Executive Member is an Industry Member that contributes at least Two Hundred Thousand dollars (US\$200,000) in cash during a Participation Period. An Executive Member is eligible for an option to negotiate a royalty free, non-exclusive license in exchange for reimbursement of a pro-rata share of patent costs. The pro-rata share paid by Executive Members will be determined by dividing amount of patent costs to be paid by the number of BAPVC IP licensees at the time the patent costs are incurred.

4.4 Regular Members. A Regular Member is an Industry Member that contributes at least Fifty Thousand dollars (US\$50,000) in cash during a Participation Period. A Regular

Member is eligible for an option to negotiate a non-exclusive license on commercially reasonable terms to be determined.

4.5 Participating Members. A Participating Member is an Industry Member that contributes at least Ten Thousand dollars (US\$10,000) in cash during a Participation Period. A company may join the BAPVC as a Participating Member only if it is a start-up and upon invitation only. A Participating Member is eligible for an option to negotiate a non-exclusive license on commercially reasonable terms to be determined.

4.6 Regardless of the level of membership, each eligible Industry Member shall notify the Technology Transfer Office of the owning Research Member in writing that it desires to exercise its option to negotiate a license to such BAPVC IP. This notice shall be mailed, faxed or emailed to the Technology Transfer Office within ninety (90) days after the Industry Member receives notice of such BAPVC IP.

4.7 All licenses will be negotiated in good faith using applicable industry standards within six (6) months from Industry Member's written notification to the owning Research Member(s) of its desire to enter into a license agreement. If a license agreement cannot be negotiated within the six (6) month period, then the right to such a license will terminate, unless extended by mutual consent. The license agreement may include field of use limitations, and development and diligence obligations consistent with the field of use to ensure prompt commercialization of the invention within that field of use. If the Industry Member fails to meet the development and diligence requirements, it will be given a reasonable opportunity to comply (i.e., if the company demonstrates that it has devoted adequate resources in a competent manner to the commercialization effort, the Technology Transfer Office may negotiate substitute development and diligence requirements). An Industry Member who obtains a license has the right to sublicense to its subsidiaries, provided the Industry Member owns at least 50% of any such subsidiary. The owning Research Member(s) may, at its sole discretion, negotiate terms of a license that allows a licensee to sublicense the BAPVC IP to third parties.

4.8 All licenses granted to BAPVC IP are subject to overriding obligations to the United States Federal Government under 35 U.S.C. §§200-212 (Bayh-Dole Act), including any applicable Determination of Exceptional Circumstances (DEC), and applicable regulations (including a non-exclusive, non-transferable, irrevocable, paid up license to practice or have practiced the BAPVC IP for or on behalf of the United States Government throughout the world), and any applicable management and operating contracts the owning Research Member(s) are operating under.

4.9 Research Members retain the right to license BAPVC IP to third parties.

4.10 Research Members retain the right on behalf of themselves and all other non-profit and government research institutions to practice BAPVC IP for educational and research purposes, including sponsored research and collaborations.

5. DISTRIBUTION OF LICENSING REVENUE

Each Research Member will apply its policies regarding the distribution of licensing revenue, subject to any agreement in an inter-institutional agreement between two or more Research Members for any jointly owned BAPVC IP.

6. CONFLICT OF INTEREST

Each Research Member shall apply its own conflict of interest (COI) policy concerning COI review and management as necessary.

7. REPORTING BAPVC IP

7.1 On an annual basis, Research Members shall provide to Stanford University a report of technology transfer transactions involving BAPVC IP.

7.2 On an annual basis, Stanford University, as the lead BAPVC Research Member, will make a full report on all technology transfer transactions to DOE.

BAY AREA PHOTOVOLTAIC CONSORTIUM NON-DISCLOSURE AGREEMENT
(NDA)

To protect certain Protected Data and Proprietary Information, the Research Members and Industry Members of the Bay Area Photovoltaic Consortium hereinafter referred to individually as “Member” or collectively as “Members” hereby agree:

1. Disclosing Member/Receiving Member: Proprietary Information and Protected Data may be mutually shared by the Members.
2. “Employee” includes professors, principal investigators, visiting scholars, trainees, postdoctoral appointees, graduate students, undergraduate student assistants, support services contractors, and staff employees.
3. “Award” means each Member’s agreement with the U.S. Department of Energy for this PV Manufacturing Initiative award entitled Bay Area Photovoltaic Consortium.
4. “Proprietary Information” means information not generally known outside of a Member’s company. Proprietary Information may include business, financial or technical data, machine-readable or interpreted information, information contained in physical components, mask works or artworks, or combinations of publicly available information that are not publicly available in such combined form. When a Member discloses Proprietary Information (“Disclosing Member”) hereunder that Proprietary Information shall be protected in accordance with the terms of this Agreement by the Member or Members receiving that Proprietary Information (“Receiving Member”).
5. “Protected Data” is defined in each Member’s award as technical data or commercial or financial data first produced in the performance of the award which, if it had been obtained from and first produced by a non-federal Member, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4) and which data is marked as being protected data by a Member to the award.
6. “Consortium” means the Bay Area Photovoltaic Consortium.
7. “Consortium Lead” means the prime awardee under this Award.
8. Protected Data and Proprietary Information disclosed hereunder may not be used by any Member other than the Disclosing Member for any purpose other than as stated herein.
9. Receiving Member shall protect only Disclosing Member's Protected Data and Proprietary Information, which is either:
 - a. disclosed in writing or other tangible form and plainly marked as the Disclosing Member's Protected Data or Proprietary Information.
 - b. disclosed in another manner and identified as business sensitive or proprietary at the time of disclosure, and summarized and designated business sensitive or proprietary in a written memorandum delivered to Receiving Member within thirty (30) days of the disclosure; in which case the information contained in the summary (not information contained solely in the non-tangible disclosure) shall be subject to the restrictions herein.

10. Receiving Member shall:
 - a. protect the Disclosing Member's Protected Data and Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, as Receiving Member uses to protect its own Protected Data and Proprietary Information of a like nature.
 - b. not disclose the Disclosing Member's Protected Data or Proprietary Information to any third Member without the written consent of the Disclosing Member.
 - c. restrict disclosure of the Disclosing Member's Protected Data and Proprietary Information to employees or contractors who have a need to know the same and who have been advised of Receiving Member's obligations under this Agreement.
 - d. not remove the restrictive markings from any of the Disclosing Member's Protected Data or Proprietary Information.
11. The Members acknowledge that U.S. Government employees have the right to inspect all written Protected Data and Proprietary Information provided to any Management & Operating Contractor for a National Laboratory or Federally Funded Research and Development Center upon reasonable notice and that such information shall be protected against further disclosure by U.S. Government employees under 18 USC 1905.
12. The obligations of nonuse and nondisclosure set forth in this Agreement shall not apply to any information which:
 - a. is or becomes part of the public domain otherwise than as a consequence of breach of obligations under this Agreement;
 - b. was already known to the Receiving Member prior to receipt from the Disclosing Member;
 - c. is lawfully disclosed by the Disclosing Member to a third-party without restriction;
 - d. is disclosed by a third-party to the Receiving Member without restriction and otherwise than as a consequence of breach of obligations of a nondisclosure Agreement; or
 - e. is at any time developed by Receiving Member independently without the use of Disclosing Member Protected Data or Proprietary Information;
 - f. is disclosed by operation of law, regulation, or judicial process.
13. No license to a Member, under any patent, trademark, copyright, mask work or any other intellectual property right, is either granted or implied by the conveying of Protected Data or Proprietary Information to such Member. None of the Protected Data or Proprietary Information which may be disclosed or exchanged by the Members shall constitute any representation, warranty, assurance, guarantee or inducement by a Member to any other Member of any kind, and, in particular, with respect to the non-infringement of patents or any other intellectual property rights, or other rights of third persons or of the Members hereto.
14. Neither this Agreement nor the disclosure or receipt of Protected Data or Proprietary Information shall constitute or imply any promise or intention to make any purchase of products or services by any Member, or any commitment by any Member with respect to the present or future marketing of any product or service.

15. Upon termination or expiration of this Agreement as to any Member, such Member will, within a reasonable period of time thereafter and upon receipt of a written request to do so by the Disclosing Member, return to such Disclosing Member all Protected Data and Proprietary Information received from that Disclosing Member under this Agreement and copies made thereof, or certify by written memorandum that all such Protected Data and Proprietary Information has been destroyed; provided, however, that the terminating Member may retain an archival copy to be used only in case of a dispute concerning this Agreement.
16. Disclosing Members intend that the information they disclose does not contain export control-listed technology or technical data identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event a Disclosing Member intends to provide Receiving Members with export control-listed information, that Disclosing Member will inform each Receiving Members' export control officer beforehand in writing. The Disclosing Member agrees not to provide any export control-listed information to Receiving Members without the written agreement of the respective Receiving Member's export control officer.
17. This Agreement shall be in full force and effect for as long as the Consortium exists. Any Member may terminate their participation in the Consortium and in this Agreement by giving thirty (30) days' prior written notice to the other Members. The termination of any member does not constitute termination of this Agreement and will remain in full force and effect until all members, collectively, terminate this Agreement in writing. However, the obligations undertaken by a Receiving Member with respect to specific items of Proprietary Information received hereunder shall survive until the passage of five (5) years after the date of disclosure regardless of the expiration of the Agreement or the exercise of the right to terminate upon thirty-days' written notice by a Member hereto.
18. The obligations undertaken by a Receiving Member with respect to specific items of Protected Data received hereunder shall survive until the passage of five (5) years after the date of disclosure, or the date upon which the data are no longer protected under the Award, whichever comes sooner, regardless of the expiration of the Agreement or the exercise of the right to terminate upon thirty-days' written notice by a Member hereto.
19. This Agreement will be binding on Members, and their professors, principal investigators, visiting scholars, trainees, postdoctoral appointees, graduate students, undergraduate student assistants, support services contractors, subcontractors, and staff employees.
21. The Members acknowledge that, with respect to National Laboratory and Federally Funded Research and Development Centers Management & Operating Contractors, this Agreement and all information received hereunder by said Members, may be transferred to their respective successor contractors if the Management & Operating Contracts are terminated.
23. This Agreement contains the entire understanding of the Members regarding the treatment of Protected Data and Proprietary Information. Any previous agreements or understanding regarding the Protected Data and Proprietary Information, whether written or oral, are superseded. The waiver, amendment or modification of this Agreement will not be effective unless in writing signed by authorized representatives of all of the Members.