The University of Michigan Industry Affiliation Program

AFFILIATE AGREEMENT

The Regents of The University of Michigan (hereafter called "Michigan") have established the Driver Interface Affiliation Program (hereafter called "Program") to provide opportunity for industry and Michigan to cooperate in research and technology transfer projects in the Program.

__________________________(hereafter called "Member") agrees to participate in the Program as follows:

1. Member agrees to provide annual financial support to the Program in the amount of $20,000. Such support is to be provided in no more than two equal semi-annual payments.

2. Member agrees to participate in the Program for an initial period of 2 years beginning on ________________.

3. Member shall bear costs associated with attendance at Program meetings.

4. Member will advise Michigan in writing of the individual assigned as its designated representative to the Program.

5. Proprietary data will not be required from the Member. Non-proprietary data of Member may be included in a Michigan database upon mutual agreement of both Member and Michigan. Program participants will have access to such data as requested.

6. Reports on activities will be prepared and sent to Member at regular intervals. Michigan reserves unlimited right to publication of theses developed in connection with the Program.

7. Inventions and software developed in connection with the Program will remain the property of Michigan and will be licensable to Members for their own use (but not for sub-licensing) on a reasonable nonexclusive basis by individual license agreements.

8. Member may renew this agreement on a yearly basis after the initial two years. Michigan may terminate the program at any time upon ninety- (90) days' written notice to member. Financial obligations to Michigan will be settled on a prorated time basis with any excess pre-payment returned to Member.

9. Neither Member nor Michigan may use the name or trademark of the other without express written permission. Michigan's authorized official for such permission is the Director of the Division of Research Development and Administration. The Member's authorized official for such permission is ____________________________.

The foregoing agreement is hereby accepted. Approved and accepted for the

REGENTS OF THE
UNIVERSITY OF MICHIGAN

__________________________  __________________________
(Date)  (Date)

__________________________  __________________________
(Authorized Representative) (Authorized Representative)

________________________
(Member)