

SC-RISE/SOLAR VALLEY CONSORTIUM MEMBERSHIP

This membership agreement is between the City of Riverside, a California charter city and municipal corporation (Member) and the Southern California Research Initiative for Solar Energy (SC-RISE)/Solar Valley Consortium for 2021-23.

Member agrees to abide by the terms of the Consortium Agreement. The necessary Intellectual Property Rights and Confidentiality Agreement is attached hereto as Attachment A.

STRUCTURE AND GOVERNANCE

The Solar Valley Consortium consists of an Executive Committee and Leadership Council made up of Consortium members. Governance of the Consortium, as provided by its charter, is accomplished through the Executive Committee in compliance with University regulations.

Although its role is exclusively advisory, the Leadership Council provides the Consortium with valuable guidance and direction from experienced leaders across key disciplines and geographies. Leadership Council membership reflects an annual donation of \$5,000/year to UC Riverside. Benefits of membership are enumerated at Attachment B. The Leadership Council will meet not less than three times annually.

All funds are received by the UCR Foundation (PO Box 112, Riverside, CA 92502-0112) and disbursed to the SC-RISE account. The membership year will be July 1 through June 30. The expiration date for those members joining before July 1, 2021 will be June 30, 2022.

It is understood that this Agreement is established in accordance with the laws of the State of California, standing rules of the Board of Regents, University of California, and policies and procedures of UC Riverside.

Dated: 4/26/21

SC-RISE/SOLAR VALLEY CONSORTIUM

By: Ronald O. Loveridge

Name: Ronald O. Loveridge

Title: Co-Chair, UCR Solar Valley Consortium

MEMBER

By: _____

Name: Al Zelinka (Member designee)

Title: City Manager

APPROVED AS TO FORM:

BY: Susan Nelson
ASSISTANT CITY ATTORNEY

as a member of the Council, regardless of whether patentable, subject to registration, or otherwise protected in any jurisdiction.

2. Ownership of Subject Intellectual Property

(a) All Subject Intellectual Property is the property of Solar Valley Consortium through the University of California, Riverside ("University").

(b) Member acknowledges an obligation to assign, and does hereby presently assign, all right, title and interest of Member in all Subject Intellectual Property to University.

(c) Member agrees to promptly execute and deliver to University any assignment or other document or documents that University may reasonably request to evidence or perfect title to the Subject Intellectual Property, as described herein.

(d) University shall have sole discretion to file or not file patent applications and copyright registration applications for any subject matter included in the Subject Intellectual Property, and to seek or not seek any other protection for any items included in the Subject Intellectual Property. University, in its sole discretion, may license, sell or otherwise exploit any or all of the Subject Intellectual Property.

3. Confidentiality

(a) Member agrees:

- (i) Not to use Confidential Information except for the benefit of University;
- (ii) To safeguard Confidential Information against disclosure to others with the same degree of care as Member exercises with his or her own information of a similar nature; and
- (iii) Not to disclose Confidential Information to others (except to other Members, advisors, University personnel, agents, advisors or consultants with which members of the Council interact in connection with the performance of their duties on the Council, who are bound by confidentiality obligations no less restrictive than the confidentiality obligations imposed hereunder) without the express written permission of University, except that Member shall not be prevented from using or disclosing any Confidential Information which:
 - (1) Member can demonstrate by written records was previously known to him or her before such Confidential Information was received from University;
 - (2) Is now, or becomes in the future, public knowledge other than through acts or omissions of Member;
 - (3) Is lawfully obtained by Member from sources independent of University; or

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above specified.

MEMBER

City of Riverside, a California charter city and municipal corporation
Printed Name of Organization

By: _____
Al Zelinka

Title City Manager

Date

SC-RISE/SOLAR VALLEY CONSORTIUM via the University of California Riverside

Ronald O. Loveridge
Printed Name

By: _____

UCR Solar Valley Consortium
Title

March 29, 2021
Date

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT

This Intellectual Property Rights and Confidentiality Agreement ("*Agreement*") is effective this ____ day of _____, 20____, between SC-RISE/Solar Valley and its Leadership Council member City of Riverside, a California charter city and municipal corporation ("*Member*").

WITNESSETH THAT:

WHEREAS, Member has been appointed to serve on the Leadership Council (the "Council"), subject to the terms stated herein;

WHEREAS, Member shall have access to and may receive confidential, non-public information of University and third parties, to carry out the duties of the Council; and

WHEREAS, the purpose of this Agreement is to protect and ensure confidentiality of Confidential Information received and to define Subject Intellectual Property rights for any invention, copyright, or other interest in Subject Intellectual Property arising from or developed in connection with carrying out Member's duties and responsibilities as a member of the Council.

NOW, THEREFORE, in consideration of Member's agreement to serve as a member of the Council, the parties hereto agree as follows:

1. Definitions

(a) "*Confidential Information*" means any confidential, non-public information of University or third parties, made available or disclosed by University to Member, which may include, but are not limited to, plans, proposals, data, ideas, concepts, creations, drawings, designs, inventions, discoveries, improvements, processes, notes, memoranda and reports, technology, customers and prospective customer information, markets, sales and marketing plans, financial statements, business plans, and other materials for which copyright or other protection may be sought.

(b) "*Subject Intellectual Property*" means any and all inventions, discoveries, processes, machines, useful or ornamental designs, creations, ideas, or improvements thereof, and any and all materials for which patent, copyright, or other protection may be sought, including, but not limited to, systems, methods, writings, computer software, computer programs, names, marks, logos, artistic works, designs, graphics, trade secrets, and print, audio, graphic, visual, and multimedia works, and all rights in and to any of the foregoing, in each case, that are made by or contributed to by Member during the course and scope of his or her activities as a member of the Council or while utilizing University resources (other than office space, telephones, email, etc.) to which Member is given access in connection with his or her activities as a member of the Council, regardless of whether patentable, subject to registration, or otherwise protected in any jurisdiction.

2. Ownership of Subject Intellectual Property

(a) All Subject Intellectual Property is the property of Solar Valley Consortium through the University of California, Riverside ("University").

(b) Member acknowledges an obligation to assign, and does hereby presently assign, all right, title and interest of Member in all Subject Intellectual Property to University.

(c) Member agrees to promptly execute and deliver to University any assignment or other document or documents that University may reasonably request to evidence or perfect title to the Subject Intellectual Property, as described herein.

(d) University shall have sole discretion to file or not file patent applications and copyright registration applications for any subject matter included in the Subject Intellectual Property, and to seek or not seek any other protection for any items included in the Subject Intellectual Property. University, in its sole discretion, may license, sell or otherwise exploit any or all of the Subject Intellectual Property.

3. Confidentiality

(a) Member agrees:

- (i) Not to use Confidential Information except for the benefit of University;
- (ii) To safeguard Confidential Information against disclosure to others with the same degree of care as Member exercises with his or her own information of a similar nature; and
- (iii) Not to disclose Confidential Information to others (except to other Members, advisors, University personnel, agents, advisors or consultants with which members of the Council interact in connection with the performance of their duties on the Council, who are bound by confidentiality obligations no less restrictive than the confidentiality obligations imposed hereunder) without the express written permission of University, except that Member shall not be prevented from using or disclosing any Confidential Information which:
 - (1) Member can demonstrate by written records was previously known to him or her before such Confidential Information was received from University;
 - (2) Is now, or becomes in the future, public knowledge other than through acts or omissions of Member;
 - (3) Is lawfully obtained by Member from sources independent of University; or
 - (4) Is required to be disclosed pursuant to any applicable law, court order or subpoena.

- (b) It is further agreed that the furnishing of Confidential Information to Member shall not constitute any grant or license to Member or an offer of any type to negotiate such a license under any legal rights now or hereinafter held by University and that University may offer or grant options or licenses to third parties with respect to any Confidential Information.

4. Termination

(a) This Agreement will terminate on the Member's last date of service as a member of the Council.

(b) This Agreement may also be terminated at any time by mutual written agreement of University and Member.

5. Miscellaneous

(a) Integration. This Agreement constitutes the entire understanding and agreement between University and Member concerning ownership of intellectual property and confidentiality as they relate to Member's service on the Council, and supersedes all prior and contemporaneous representations, understandings and Agreements between the parties with respect to the subject matter hereof, all of which are merged herein.

(b) Amendments. This Agreement may be modified or amended only by written agreement signed by both parties.

(c) Governing Law. This Agreement shall be governed by the laws of the State of California, excluding conflicts of laws principles.

(d) Waiver. No waiver of any provision of this Agreement or any rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

(e) Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

(f) Survival. Section 2 shall survive the termination of this Agreement. Section 3 of this Agreement shall survive termination of this Agreement for a period of three (3) years thereafter.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above specified.

MEMBER

City of Riverside, a California charter city and municipal corporation
Printed Name of Organization

By: _____
Al Zelinka

Title City Manager

Date

SC-RISE/SOLAR VALLEY CONSORTIUM via the University of California Riverside

Ronald O. Loveridge
Printed Name

By: Ronald O. Loveridge

UCR Solar Valley Consortium
Title

March 29, 2021
Date

APPROVED AS TO FORM:

BY: Susan Wilson
ASSISTANT CITY ATTORNEY

Attachment B

Solar Valley Consortium Membership Benefits

- Leadership Council (1 representative); (3 meetings/year)
~ One council meeting will be Solar Valley Consortium's annual meeting.
- Solar Energy Conference sponsorship (\$1,000). Acknowledgment on all Consortium materials
- Complimentary attendance at all Solar Valley Consortium events
- Annual State of Solar Energy Report for the Inland Southern California region
~ Advance copy to Solar Valley Consortium Members
- Member publications: An electronic newsletter, including the following:
 - ~ Regional and statewide solar news
 - ~ Research track (summary of academic/industry solar energy research)
 - ~ Status report on California legislation and executive agency actions
 - ~ Federal legislation and/or executive agency actions, as indicated
 - ~ Calendar of conferences and major meetings in the solar energy field
 - ~ Social media coverage: various
- Workshops/Seminars/Webinars/Briefings: Distinguished speakers on solar energy topics
- Solar Valley Consortium Website with Member-only section
- 1:1 Collaboration with solar energy experts: faculty and researchers