

**Memorandum of Understanding
Between
The Federal Laboratory Consortium for Technology Transfer
And
Licensing Executives Society (U.S.A. and Canada), Inc.**

Purpose

This Memorandum of Understanding (MOU) develops and expands a framework of cooperation between **Licensing Executives Society (U.S.A. and Canada), Inc.** and the Federal Laboratory Consortium for Technology Transfer to provide complementary services to each other's organizations and related stakeholders.

Parties

The Parties to this MOU are the Licensing Executives Society (U.S.A & Canada), Inc. (LES) located at 1800 Diagonal Street, Suite 280, Alexandria, VA 22314, and the Federal Laboratory Consortium (FLC) located at 1001 Connecticut Ave NW, Suite 735, Washington, DC 20036.

Term(s) of Agreement

This Agreement by and between LES and the FLC will be in effect from the date of the last signature until December 31, 2011. This MOU may be extended for a period of three years upon mutual agreement sixty (60) days prior to the expiration date, with yearly reviews performed internally by each Party. This MOU may be terminated with thirty (30) days written notice by either Party with the acknowledgement that pre-arranged marketing commitments would be honored if an event or program takes place within thirty (30) days unless mutually agreed. The MOU shall not be assigned or transferred by either Party, except as authorized in writing by the other Party to this MOU.

Program Implementation

A Point of Contact (POC) shall be assigned by each Party. The LES and FLC POCs will govern management of this MOU. The POCs will be responsible for the development of a strategic plan that is mutually acceptable for programs of common interest, collaborative projects, shared resources and opportunities where

both organizations will benefit. The POC for each Party will receive approval and endorsement from the senior principal or board of the Party prior to implementation.

Intellectual Property and Protection of Information

The conduct of research, development, surveys and/or databases that may potentially generate intellectual property will be agreed under a separate agreement from this MOU with the inclusion of separate Proprietary Information Agreements as deemed necessary.

Scope of Activity

Whereas LES conducts meetings and exhibits, and has many promotional and advertising vehicles (print and web-based), and FLC conducts meetings and exhibits, and also has many promotional and advertising vehicles (print and web-based, including a national newsletter entitled *FLC NewsLink*), and each Party desires to trade exhibit space at specific exhibitions and other promotional opportunities; the Parties hereto agree as follows:

FLC will receive from LES:

- One exhibit space with basic furnishings (6' draped table or equivalent, 2 chairs, carpet and wastebasket) at the 2011 LES Winter, Spring and Annual Meetings to be held February 10-11 (in San Jose, CA), May 4-6 (in New York, NY) and October 16-19 (in San Diego, CA), respectively. All expenses related to exhibit, including but not limited to, freight and material handling charges, A/V, power, are not included in this agreement
- Official partner designation on 2011 LES Winter, Spring and Annual Meeting signage
- Partner designation and logo in the 2011 LES Winter, Spring and Annual Meeting on-site guides
- Partner designation and logo in the 2011 LES Spring and Annual Meeting brochures
- FLC logo with link on 2011 LES Winter, Spring and Annual Meeting websites
- A total of two passes for FLC representatives to attend the Annual or Winter or Spring Meetings

- Two FLC advertisements in LES weekly Insights (with content to be provided by FLC and timing to be agreed upon by LES and FLC)
- Event registration discount, equivalent to \$200 off the current published registration cost, to the 2011 LES Winter, Spring and Annual Meetings for FLC contacts
- Opportunity to publish relevant industry content on LES online resources section (to be provided by FLC and approved by LES)
- Opportunity to distribute literature at Winter, Spring and Annual Meeting on partner materials table and in Virtual Tote Bag

LES will receive from FLC:

- Two full complimentary conference registrations (including awards banquet) for the 2011 FLC National Meeting. Please note that conference registrations do not include optional training sessions held on the Monday of the week of the National Meeting.
- One exhibit space at the 2011 FLC National Meeting Tech Fair with basic furnishings (6' draped table or equivalent, 2 chairs, carpet and wastebasket) to be held 2-5 May 2011 in Nashville, TN. All expenses related to exhibit, including but not limited to, freight and material handling charges, A/V, power, are not included in this agreement
- A link from the FLC web sites to the LES web site and advertisement of the LES Winter, Spring and Annual Meetings to be listed on the FLC home page under featured events sixty (60) days prior to the LES Winter, Spring and Annual Meetings, scheduled for held February 10-11, May 4-6 and October 16-19, respectively, and in the prior NewsLink publications due to come out in January, April and September (depending on distribute date; if newsletter comes out at beginning of month please shift forward one month).
- One featured article in an appropriate FLC publication about appropriate LES activities of interest to FLC readers.
- Two blast emails to the FLC active database promoting the 2011 Winter, Spring and Annual Meetings to be sent out early January, April and September, 2011
- Official partner designation on FLC event signage at FLC National Meeting
- Official partner designation in FLC event booklet at FLC National Meeting


The parties hereto agree that the market value of the goods or services received by LES is no less than equal to the value of the goods or services received by FLC, and that no further compensation or fee is due to either as a part of this transaction.

Signatures

Licensing Executives Society
(U.S.A & Canada), Inc.

Federal Laboratory Consortium

Signature _____



Ken Schoppmann
Executive Director

Signature _____



J. Scott Deiter
Chair

Licensing Executives Society
(U.S.A & Canada), Inc.

Federal Laboratory Consortium
for Technology Transfer

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