

**Memorandum of Understanding  
Between  
The Federal Laboratory Consortium for Technology Transfer  
And  
National Association of Seed and Venture Funds**

***Purpose***

This Memorandum of Understanding (MOU) develops and expands a framework of cooperation between National Association of Seed and Venture Funds 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 National Association of Seed and Venture Funds (NASVF) located at 445 East Abington Ave, Philadelphia, PA 19118 and the Federal Laboratory Consortium for Technology Transfer (FLC) located at 1001 Connecticut Ave NW, Suite 735, Washington, DC 20036.

***Term(s) of Agreement***

This Agreement by and between NASVF and the FLC will be in effect from the date of the last affixed signature until **December 31, 2013**. This MOU may be extended for a period of up to three (3) years upon mutual agreement sixty (60) days prior to the expiration date. 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 NASVF 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 NASVF 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 NASVF:**

- Two full complimentary conference registrations at NASVF annual meetings/conferences to be held through the term of this agreement.
- One exhibit space with basic furnishings (6' draped table or equivalent, 2 chairs, carpet and wastebasket) at the NASVF annual meetings/conferences to be held through the term of this agreement. All expenses related to exhibit, including but not limited to, freight and material handling charges, A/V, power, are not included in this agreement.
- Sponsor Identification on name Badges at NASVF annual meetings/conference to be held through the term of this agreement.
- Special recognition on annual meeting/conference signage at NASVF annual meetings/conferences to be held through the term of this agreement.
- One full page color advertisement in the NASVF meeting/conference program book for annual meetings/conferences to be held through the term of this agreement.

- Company Services and Description features in the NASVF meeting/conference program book for annual meetings/conferences to be held through the term of this agreement.
- FLC logo with link on NASVF meeting/conference website for annual meetings/conferences to be held through the term of this agreement.
- FLC logo prominently displayed during NASVF annual meetings/conferences to be held through the term of this agreement.
- A link from the NASVF web site to the FLC web site.
- FLC National Meetings to be held through the term of this agreement to be listed on the NASVF website calendar under featured events sixty (60) days prior to the FLC annual meetings to be held through the term of this agreement.
- One blast e-mail message promoting the each of the FLC national meetings to be held through the term of this agreement to be sent to all NASVF contacts 60 days prior to the events.


#### **NASVF will receive from FLC:**

- Two full complimentary conference registrations (including awards banquet) for the FLC National Meetings to be held through the term of this agreement. Conference registrations do not include technology transfer training sessions held the day prior to the start of the FLC National Meetings.
- One exhibit space at the FLC National Meeting Tech Fair with basic furnishings (6' draped table or equivalent, 2 chairs, carpet and wastebasket) for each FLC National Meeting to be held through the term of this agreement. 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 NASVF web site and advertisement of the NASVF annual meetings/conferences to be held through the term of this agreement to be listed on the FLC home page under featured events sixty (60) days prior to the NASVF annual meetings/conferences to be held through the term of this agreement and in the two prior NewsLink publications due to come out in the months preceding the NASVF annual meetings/conferences to be held through the term of this agreement.
- One featured article each year through the term of this agreement in an appropriate FLC publication about appropriate NASVF activities of interest to FLC readers.
- One blast email to the FLC active database promoting the NASVF annual meetings/conferences to be held through the term of this agreement to be sent out 60 days prior to the events.

The parties hereto agree that the market value of the goods or services received by NASVF 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**

NASVF



Signature \_\_\_\_\_

James A. Jaffe  
President and CEO

Federal Laboratory Consortium



Signature \_\_\_\_\_

J. Scott Deiter  
Chair

Date: April 25, 2011

National Association of Seed and Venture Fund  
445 East Abington Ave  
Philadelphia, PA 19118

jimjaffe@nasvf.org  
Cell: (267) 334-9750  
Office: (267) 336-7818  
Fax: (267) 543-1177  
WEB: [www.nasvf.org](http://www.nasvf.org)

Date: June 2, 2011

Federal Laboratory Consortium  
for Technology Transfer  
1001 Connecticut Ave NW  
Suite 735  
Washington, DC 20036

John.Deiter@navy.mil  
Office: (301) 744-6111  
Fax: (856) 667-8009  
WEB: [www.federallabs.org](http://www.federallabs.org)