

APPENDIX I: CENTER FOR ENGINEERED MATERIALS BY-LAWS

ARTICLE I. General

The Bylaws, in combination with the Core Membership Agreement, will govern the operation of the CENTER FOR ENGINEERED MATERIALS (CEMAT). The Bylaws shall not be used to amend or change any part of the Membership Agreement.

ARTICLE II- Industrial Advisory Board

A. Purpose: The Industrial Advisory Board (IAB) is primarily concerned with providing direction for research in the Center.

B. IAB Membership: The completion of a Core Membership Agreement will give a member entity one seat on the Industrial Advisory Board of the Center. If a representative appointed to the IAB is unable to attend a meeting of the IAB, member may send a substitute. Also, the Director of the Center will serve as an ex-officio member of the IAB.

C. Officers. Officers of the IAB shall be a Chair and a Vice-Chair who are selected from among the IAB members and serve one-year terms. In the first year, both the Chair and Vice-chair will be elected. In subsequent years of the Center, the Vice-chair will be elected at an Annual Meeting, normally held in January of each year, and will serve for one year. After the first year, the Vice-chair of the previous year will succeed the Chair for the following year, with the transition occurring at the Annual Meeting. (Therefore at the end of the first year the Vice-Chair becomes the Chair for the second year and a new Vice-Chair is elected for the second year).

D. Executive Committee. The Executive Committee shall consist of the Chair of the IAB, the Vice-chair of the IAB, and the Director of the Center.

ARTICLE III- Selection of Research Projects

A. Project Proposal Generation. The Current list of Research Areas will be issued as part of an ASU-wide Request for Proposals by the Center Director. The Research proposals received will be submitted to the IAB membership, and to other company representatives designated by the IAB member, no later than thirty (30) days before the January Annual Meeting. The format of the research proposal will be governed by the Research Proposal Template included as Appendix III of the Center's Technical Manifesto. Research proposals will be submitted to the Director, and normally by faculty from Arizona State University, and other member universities. Proposals from new researchers may be brought to the IAB for consideration from time-to-time as necessary to carry out the research needs of the Center as defined by the IAB.

B. Project Proposal Evaluation Process. The evaluation of research proposals by the IAB, and

hence recommendations on the specific research directions for the Center, shall involve the following steps:

1. Evaluation in advance of the Annual Meeting by various personnel of the member company of written proposals submitted according to Article III.A above.
2. An oral presentation of the proposals made by student or faculty investigators at the January Annual Review Meeting, followed by discussion.
3. A closed session of the IAB where strengths and weaknesses of each proposal, viewed in light of the research needs and objectives of the Center, are discussed.
4. A secret ballot rating of each proposal by IAB Members or their substitutes in attendance at the review meeting, using a scale of 0,1, or 2 (0 = should not be funded, 1 = acceptable, and 2 = should definitely be funded). The results of the ratings will be immediately available to the IAB by presentation of at least the mean rating, the standard deviation, and the number of zero (0) ratings for each proposal.
5. A subsequent discussion of the results of the ratings from Article III.B.4 above.
6. A consensus ranking of the proposals into no fewer than two priority groups (low and high priority), which will comprise the final recommendation to the Director on specific research projects to be pursued over the next year.

C. Final Project Selection and Resource Allocation. Based primarily on the IAB recommendations from Article III.B.6 above, complemented by other information such as the availability and suitability of students to carry out the research, the total amount of funds available, the status of research equipment, and possibly confidential information disclosed to Director regarding imminent product releases that could compromise the originality of student work, the Director will allocate the resources of the Center to research projects.

D. Feedback to IAB by Director. The final selection of research projects to be funded and the resource allocation to those projects will be communicated by the Director to the IAB Members no later than thirty (30) days from the date of the Annual Meeting. Any substantial deviations from the IAB recommendations in Article III.B.6 above will be justified in writing and will also be transmitted by the Director to the IAB Members at that time.

E. Research Credit. All research credit for the funded projects is assigned to the individual PIs and Co-PIs performing the work in the project.

ARTICLE IV .Guests at Center and IAB Meetings

A. Guests defined. A guest of the Center is someone who is 1) not employed by a member company, and 2) not an active participant in one of the Center research projects. Guests might be researchers from non-member companies, government labs, or Institutes, or university faculty or students who are not currently members of the Center.

B. Purpose of Guests. It is expected that on occasion it might be advantageous to have guests attend Center review meetings. Acceptable reasons for allowing guests can include: recruitment of new members; and to have the guest make a technical presentation or provide technical information that is important to the success of the Center. Experts in the field of the research from outside ASU may also be invited as guests by the Director for the January Annual Meeting to support the evaluation of the proposals.

C. Approval of Guests. Members of the IAB, and the Center Director, may propose to the Executive Committee, via writing or EMAIL, that a guest be invited to a Center Meeting. This request shall be made no later than fourteen (14) days prior to the meeting. If there is unanimous approval by the Executive Committee, an invitation will be extended to the guest. If there is not unanimous approval for the guest on the Executive Committee, the IAB will be polled, and a guest must be approved by a two-thirds majority of the IAB, with abstentions counting as votes in opposition to inviting the guest.

D. Confidentiality. Guests will be asked to agree that Subject Data, Data Supplied by Members, or any other information obtained from the Center shall not be used or disclosed to others, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Data or Information received which: (i) is or shall have been known to the Guest before his receipt thereof; (ii) is disclosed to the Guest by a third party who did not have prior obligation of confidentiality with the Guest; or (iii) is or shall have become known to the public through no fault of the Guest. Guests shall be asked to sign a nondisclosure agreement.

ARTICLE V .Responsibility of Members and Center Researchers Regarding Disclosure of Subject Data and Data Supplied by Members

A. Definitions. The handling of subject and confidential data is defined in the Core Membership Agreement.

B. Rationale. Some of the value of Center Membership to a company or other entity involves early exposure to ideas and results from the Center research. Because of the wide spectrum of industry sectors represented in the Center, there will be cases where subject data provides a competitive advantage for one Member company and not for another. Therefore, some constraints on disclosure of Center data are required.

C. Responsibilities of Personnel from Members. Personnel representing member companies or entities shall not distribute information, ideas, or subject data obtained from or through the Center to anyone outside of their immediate member company or entity other than affiliates and subsidiaries fifty percent (50%) or more of whose voting equity is owned by the member company until these have undergone public disclosure.

D. Responsibilities of Personnel from Consortia. When another Consortium, is a member of this ASU Center paying a single-membership fee, the Consortium representative appointed as a member of the IAB shall routinely transmit to its own Member companies no more than the following: 1) a brief summary of Center projects, including objectives, tasks, and some research results (e.g., a few slides per project) that may represent data not yet available to the general public but that have been explicitly approved for disclosure by the IAB, and 2) an Annual Report highlighting Center Activities.

E. Responsibilities of University Representatives.

1. Background: University acknowledges that it may be necessary for a member to disclose information which the member considers confidential in order to accomplish the work under this Agreement. The member acknowledges, however, that University has no mechanisms to maintain or guarantee the confidentiality of information and, as a public, non-profit educational institution, does not have financial resources to (i) sustain liability for disclosure of confidential information, or (ii) institute mechanisms to maintain confidential information.

2. Nondisclosure terms: It is agreed that the member shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked “Confidential Information” and sent in writing only to the Principal Investigator or orally disclosed to the Principal Investigator and reduced to writing by Member within thirty (30) days of disclosure. The Principal Investigator agrees, to the extent permitted by law, that Confidential Information shall remain the property of the member and, for a period of three years from date of disclosure, Confidential Information shall not be used or disclosed to others, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information which: (i) is or shall have been known to the Principal Investigator before his receipt thereof; (ii) is disclosed to the Principal Investigator by a third party; or (iii) is or shall have become known to the public through no fault of the Principal Investigator. Notwithstanding the foregoing, should the Principal Investigator and Member enter into a separate nondisclosure or consulting agreement, then as between the parties to such agreement, the terms of such nondisclosure or consulting agreement shall take precedence over those of this article.

ARTICLE VI- Modification of the Bylaws

The Bylaws may be modified by a two-thirds majority vote of the IAB.

ARTICLE VII- Mentor Program

Members will be encouraged to assign Mentor(s) to act as the primary technical contact(s) and advisor(s) for each project. The Mentor interactions, on the University side, will preferably involve the students. Industrial Mentors and University counterparts will be encouraged to have more regular contacts and visits than represented solely by the Semiannual Center reviews. Mentors of ongoing or proposed projects will be listed on proposals and progress reports.

ARTICLE VIII- Responsibilities of the Executive Committee of the International Advisory Board

A. Chair: The responsibilities of the Chair of the Executive Committee are:

1. Preside over meetings of the IAB, including closed sessions at the Center Review Meetings,
2. Duties required of the Executive Committee (see Article VIII.D below).

B. Vice-chair: The responsibilities of the Vice-Chair of the Executive Committee are:

1. Act as recording secretary of meetings of the IAB, including closed sessions at the Center Review Meetings,
2. Duties required of the Executive Committee (see Article VIII.D below).

C. Director: The Director will be appointed by the Director of the School of Materials (SOM) in consultation with other Chairs in Engineering and Science and will report to The Director of SOM. The Director will be selected from among the Science and Engineering Faculty at ASU and should have a record of a successfully funded research program. Faculty involved in inter-disciplinary research are specially sought for this position. The responsibilities of the Director of the Center include, but are not limited to:

1. Organization of Consortium Meetings, including timely distribution of materials in advance of the meeting as required, and handouts at the Center Meetings,
2. Developing research proposals, and associated research personnel (e.g. by issuing RFP), as necessary to meet the research objectives of the Center,
3. Ensuring that project proposals brought to the Center, will, if successfully completed, accomplish the mission of the Center,
4. Presentations on the Center (organization and accomplishments) to the Industrial community and recruiting of new Members per Article VIII.D 2 below.
5. Encouraging the Mentor program and,
6. Duties required of the Executive Committee (see Article VIII.D below).
7. Support the Director of the School of Materials in selecting a succeeding Director as necessary.

Given the Director's role in the selection of projects for funding, to avoid conflict of interest, the Director will not apply for funding of his (her) own projects. Instead, as the Membership of the Center grows, the Director will get one project (nominally \$50K) funded for every four projects funded by the Center. That is, the fifth and tenth projects funded by the Center will be the Directors' projects.

D. Executive Committee: The responsibilities of the Executive Committee of the Center are:

1. Consideration of and ruling on requests for invitation of guests to the Center Meetings according to Article IV.C above, and
2. Membership Development.