

## **First Amended Memorandum of Understanding**

A NSF Industry/University Cooperative Research Center (IUCRC) for  
Environmental Sustainability through Insect Farming (formerly Insects as Food & Feed)

Lead Site: Texas A&M AgriLife Research, College Station, TX

Site: The Trustees of Indiana University, on behalf of Indiana University-Purdue University  
Indianapolis, IN

Site: Mississippi State University, Starkville, MS

This First Amended Memorandum of Understanding (“MOU”) is entered into by and among Texas A&M AgriLife Research (“AgriLife” or “Lead Site”), a member of The Texas A&M University System and an agency of the State of Texas, located in College Station, Texas; Trustees of Indiana University on behalf of Indiana University-Purdue University Indianapolis (“Indiana”), a public research university with offices located in Indianapolis, Indiana; and Mississippi State University (“MSU”), a public land-grant research university in Starkville, Mississippi, to be referred to collectively hereinafter as “Institutions” or individually as “Institution”. This MOU amends and replaces in its entirety the Memorandum of Understanding entered into by the Institutions on or about August 31, 2020, titled “Insects as Food & Feed Center Site Memorandum of Understanding.”

WHEREAS, the parties to this MOU intend to join together in a cooperative effort to support a NSF Industry/University Cooperative Research Center for Environmental Sustainability through Insect Farming (formerly a NSF Industry/University Cooperative Research Center for Insects as Food & Feed) (hereinafter called the “CENTER”) in its efforts to perform research to develop novel methods for generation of alternative protein sources not dependent on agricultural processes by deciphering and harnessing the biology of insects capable of recycling organic wastes to produce protein or use as feed for livestock, poultry, aquaculture, and people, and to provide Institutions with strengthened educational and research capabilities in these fields.

WHEREAS, the activities of the CENTER will be supported financially by (i) the National Science Foundation hereinafter referred to as “NSF”), and (ii) industry organizations/companies (hereinafter referred to as “MEMBERS”).

WHEREAS, the Institutions agree that AgriLife will maintain directorship of the CENTER, and the CENTER will be operated as a consortium integrating industry, government, and academia.

WHEREAS, Institutions are desirous of formalizing certain agreements between them with respect to the subject matter contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and intending to be legally bound, Institutions hereby agree as follows:

1. Center Funding

1.1 AgriLife will administer the CENTER in College Station, Texas. Each Institution will receive its own funds directly from NSF for Phase I with AgriLife receiving the largest portion

of the funds. Specifically, the Institutions will mutually agree on a budget narrative to be submitted to NSF for funds to be received by AgriLife to cover the operational costs of the CENTER, including administrative costs, program oversight, and a governance framework to manage memberships, operations, and evaluation. The Institutions shall periodically review, discuss, and, if necessary, mutually agree to revise the operations budget of the CENTER as appropriate. NSF funds should be managed in accordance with the applicable NSF award documents and strictly dedicated for (1) the management and operations of the CENTER, and (2) cost of travel for faculty and students to attend biannual CENTER meetings. Any unspent NSF funds shall be handled in accordance with the applicable NSF award document(s).

1.2 Each Institution will be responsible for recruiting MEMBERS to join the CENTER. Specifically, the parties agree that each Institution shall obtain a minimum of \$150,000 annually in MEMBER contributions for the CENTER. Once an Institution has obtained a MEMBER's commitment to join the CENTER, the Institution will notify AgriLife and provide the MEMBER's contact information. AgriLife will contact the MEMBER, have a membership agreement signed, and collect the relevant membership fees from the MEMBER. If, after a good faith attempt, the potential MEMBER fails to respond to AgriLife's request for signature on the CENTER Membership Agreement, AgriLife shall notify the recruiting Institution, and the Institution shall assist AgriLife in obtaining the MEMBER's signature. All membership fees collected from the MEMBERS shall be treated as program income. Membership fees paid by MEMBERS will only be used for support of CENTER research projects and may not be used to pay for operational costs of the CENTER.

1.3 CENTER administration in Phase II (one additional five-year term) is expected to be determined in discussions with NSF Program Manager. It is expected that NSF will provide supplemental funding for each Institution that has met specified membership requirements in excess of minimum requirements in the previous Phase. Indiana and MSU will direct a portion of such funds to AgriLife for administrative costs associated with the CENTER in accordance with the CENTER's operations budget as agreed to by the Institutions.

## 2. Center Governance

2.1 AgriLife will be the Lead Site and will manage the day to day operations of the CENTER in accordance with the terms of this MOU and the CENTER Bylaws which will be mutually agreed to by the Institutions. The CENTER will use a Membership Agreement for recruitment of MEMBERS which will have common terms and conditions and will be in a form substantially similar to the Membership Agreement attached hereto as Schedule A. Each Institution will be a party to the Membership Agreement as provided therein, and an Authorized Officer of each Institution will sign each Membership Agreement signed by a MEMBER. By signing this MOU each Institution acknowledges and agrees to the terms and conditions of the CENTER's standard industry Membership Agreement and agrees that the funds obtained via collection of membership dues will be used solely to fund research projects selected and approved by the Industry Advisory Board ("IAB") as further specified herein.

2.2 The CENTER will have a common IAB comprised of one or two representatives from each MEMBER. The IAB will provide leadership and guidance to the CENTER by making recommendations on (a) the CENTER's research projects, (b) the apportionment of resources to

the research project, and (c) CENTER Bylaws.

2.3 In accordance with the proposal submitted to NSF and per mutual agreement of the Institutions, the CENTER's director will be from Texas A&M AgriLife Research. The CENTER director will be selected and appointed in accordance with the policies and procedures of AgriLife. In addition to being responsible for the day to day operations of the CENTER, the CENTER director will assist with the handling of CENTER industry memberships, coordinate the CENTER-funded research at the Lead Site, interact with the CENTER IAB to identify key technology areas and establish short and long-range goals and planning necessary for the overall research program, provide to the IAB regular reports of research activities and programmatic and fiscal matters associated with the CENTER and perform all other duties that may be prescribed in the CENTER Bylaws.

2.4 Resignation or removal of the CENTER director shall be handled in accordance with the procedures set out in the CENTER Bylaws.

2.5 Each Site will have a respective Site director that will be selected and appointed in accordance with the policies and procedures of each Institution. Each Site director will assist with the handling of CENTER industry memberships, coordinate the CENTER-funded research at the Site(s), interact with the CENTER IAB to identify key technology areas and establish short and long-range goals and planning necessary for the overall research program, provide to the CENTER director regular reports of research activities and programmatic and fiscal matters associated with the CENTER and perform all other duties that may be prescribed in the CENTER Bylaws.

### 3. Cross Funding of Research

3.1 AgriLife will be responsible for dispersing membership fees to projects approved by the IAB and providing CENTER-wide reporting and fiscal management. The transfer of funds by AgriLife to an Institution or other subcontractor for core projects selected by the IAB will be made without the assessment of the indirect costs normally associated with the issuance of a subcontract by recipient Institution or subcontractor.

3.2 A written and signed funding agreement will exist between AgriLife, on behalf of the CENTER, and IUPUI and/or MSU for performance of a CENTER project prior to the disbursement of such funds in each case. AgriLife shall maintain an accounting of all membership fees and distributions of same in accordance with its internal policies and procedures and shall make such accounting available annually to all Sites.

3.3 If an Institution subcontracts any portion of its awarded CENTER project to a third-party, that Institution shall enter into a written and signed funding agreement with such subcontractor prior to the disbursement of any funds the subcontractor. The transfer of funds by an Institution to a subcontractor for CENTER projects will be made without the assessment of the indirect costs normally associated with the issuance of a subcontract by recipient subcontractor.

### 4. Ownership and Administration of Intellectual Property

4.1 All faculty, staff and students participating in research conducted for the CENTER shall make prompt disclosure of intellectual property ("IP") conceived or first actually reduced to

practice in the course of research conducted for the CENTER to the designated office at their Institution in accordance with each Institution's internal policies and procedures.

4.2 All IP conceived or first actually reduced to practice in the course of research conducted for the CENTER shall belong to the Institution whose faculty, staff or student conceived or first actually reduced to practice the IP.

4.3 In cases where IP has been conceived or first actually reduced to practice in the course of research conducted for the CENTER by faculty, staff or students from two or more Institutions ("Joint IP"), the respective Institutions agree to joint ownership of the Joint IP in accordance with applicable federal and state laws. In the event one Institution has a lead inventor or houses the laboratory of the Principal Investigator of a research project leading to the Joint IP, that Institution shall administer the Joint IP. In the event Institutions have contributed equally to a Joint IP, then the administration of the Joint IP will be determined in good faith between each Site's designated office that handles IP matters. After identifying the Institution that will administer the joint IP, Institutions shall negotiate in good faith the terms and conditions concerning the sharing of royalties and costs associated with the joint IP. The Institution administering any IP shall keep the other Institution(s) advised as to the activities in administering the IP including any progress on commercialization, patent prosecution or copyright protection. All such information received by an Institution shall be deemed confidential.

4.4 Ownership of IP conceived or first actually reduced to practice in the course of research conducted for the CENTER will be pursuant to Chapter 18 of Title 35 of the United States Code, commonly called the Bayh-Dole Act, and all resulting patents are subject to "march-in" rights as set forth in this Act.

4.5 Each Institution will promptly notify the other Institutions and the MEMBERS as outlined in the Bylaws and Membership Agreement regarding IP disclosures made by its own faculty, staff and students, which shall be treated as confidential until such time as a patent application is filed or a decision is made not to file. The Institutions having an interest in Joint IP, shall jointly review any Joint IP, evaluate its commercial potential and inform MEMBERS regarding the Joint IP as outlined in the Bylaws and Membership Agreement.

4.6 All faculty, staff and students participating in research conducted for the CENTER will be required to assign copyright for any software developed in the research conducted for the CENTER to their Institution. Each Institution will obtain the rights in software necessary to fulfill its obligations to MEMBERS and to the CENTER.

## 5. License to Use Intellectual Property for Internal Use.

5.1 With respect to IP conceived or first actually reduced to practice in the course of research conducted for the CENTER belonging solely to AgriLife, Indiana, or MSU, each party agrees to and does hereby grant to the other parties, subject to the terms of this MOU, a nonexclusive, nontransferable, irrevocable, royalty free license for educational and research purposes only (without the right to sublicense) in such IP. This license shall include the right to utilize any information and materials published by the CENTER. All parties acknowledge that a

separate license agreement may be required by the licensor in order to convey the rights granted by this paragraph.

6. Publication

6.1 The faculty, staff and students of each Institution have the right to publish in scientific or engineering journals the results of any research performed by CENTER.

6.2 In cases where the publication involves a CENTER research project or program undertaken in collaboration with the faculty, staff or students of more than one Institution, the publishing Institution shall send the proposed paper or presentation containing results of the research to the other Institution at least thirty (30) days prior to submission for publication. The other Institution shall have thirty (30) days to review the paper or presentation and to request removal of its own proprietary or potentially patentable information or, alternatively, to request a delay in any publication for a period of not more than ninety (90) days for the purposes of obtaining patent protection by giving the other Institutions notice before the end of the thirty (30) day notice period provided hereinabove. For the purposes of this MOU, cataloging and placing reports of research results in the library of any Institution shall be deemed to be a "publication."

7. Miscellaneous Provisions.

7.1 This MOU may be revised by mutual agreement between Institutions at any time.

7.2 In the event that any of the terms, provisions, or covenants contained in this MOU are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants not held to be partially or wholly invalid or unenforceable.

7.3 This MOU shall be subject to the CENTER Bylaws and Membership Agreement, and in the event of a conflict between the terms thereof, the Bylaws and Membership Agreement shall have precedence.

7.4 Nothing contained in this MOU shall be deemed an implied or express waiver of the sovereign immunity of the Institutions.

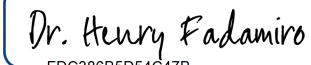
8. Term. This MOU shall be effective upon the date of the last signature and shall remain in force until the completion of Phase I of the CENTER grant award from NSF.

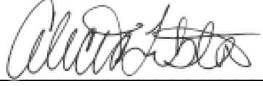
The Institutions have caused this MOU to be executed by their duly authorized officers as of the day and year set forth in each signature block.

[Signatures follow on next page.]

**Texas A&M AgriLife Research**


**Trustees of Indiana University**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Name: Dr. Henry Fadamiro  
 Title: Associate Agency Director & Chief Scientific Officer  
 Date: October 6, 2021 | 11:15 AM CDT  
 LF 9261/22

  
 By: \_\_\_\_\_  
 Name: Alicia Libla  
 Title: Senior Contract Officer  
 Date: 09/10/2021  
 NR 177377



**Mississippi State University**

  
 By: \_\_\_\_\_  
 Name: Kevin Enroth  
 Title: Director, Office of Sponsored Projects  
 Date: September 15, 2021

## Schedule A

# I-UCRC Membership Agreement Environmental Sustainability Through Insect Farming Center

This Agreement is made on \_\_\_\_\_, 20\_\_ by and between the Universities listed in Appendix A, (hereinafter collectively called "UNIVERSITIES") and \_\_\_\_\_ (hereinafter called "MEMBER") for the NSF Industry/University Cooperative Research Center for Environmental Sustainability through Insect Farming, comprised of UNIVERSITIES funded by the Industry–University Cooperative Research Center (IUCRC) Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support a NSF Industry/University Cooperative Research Center for Environmental Sustainability through Insect Farming (hereinafter called "CENTER") at the UNIVERSITIES to perform research, the parties hereby agree to the following terms and conditions:

A. CENTER will be operated as a consortium integrating industry, government, and academia. The industrial community includes but is not limited to major corporations, middle market companies, small businesses and startups. Public participants may range from local governments to divisions of federal agencies.

B. MEMBER agrees to contribute \$\_\_\_ annually in support of the CENTER and thereby becomes a member. Membership fees are not refundable.

C. There will be an Industry Advisory Board (IAB) composed of one designated representative from each member. MEMBER shall designate a single representative to the Board, and shall notify UNIVERSITIES of the designation. MEMBER retains the right to change the designated representative at any time, provided MEMBER notifies the UNIVERSITIES of the change. This Board primarily makes recommendations on (a) the research projects to be carried out by CENTER, (b) changes in the bylaws, and (c) other supporting activities at the CENTER.

D. UNIVERSITIES reserve the right for their faculty, research staff, and students involved in Center research to publish the results of any research performed by CENTER. MEMBER, however, shall have the opportunity to review any publication containing results of the research program of CENTER prior to publication and shall have the right to request the CENTER for a delay in publication for a period not to exceed ninety (90) day(s) from the date of submission to MEMBER, provided that MEMBER makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail to MEMBER.

E. All intellectual property (IP) derived from inventions conceived or first actually reduced to practice within the CENTER shall belong to one or more of the UNIVERSITIES which own the said IP. UNIVERSITIES will take such action as is necessary to ensure that it/they has/have ownership of all patents developed from this work and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act.

F. UNIVERSITIES agree that all CENTER members are entitled to a nonexclusive royalty-free license. MEMBERS that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.

G. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed

### Schedule A

30% of a fair sale price of the enhanced software product sold or licensed by MEMBER.

H. Any royalties and fees received by UNIVERSITIES under this Agreement, over and above expenses incurred, will be distributed according to the universities' royalty distribution policies, with the understanding that 33% will accrue to the CENTER operating account, or to the relevant UNIVERSITIES involved in the royalty/fee agreements in the event that the CENTER is no longer in operation.

I. This membership agreement remains valid until this Agreement is terminated in writing by: 1) The MEMBER giving Texas A&M AgriLife Research, 30 days written notice prior to the termination date; or 2) UNIVERSITIES giving MEMBER 30 days written notice prior to the termination date.

J. An individual UNIVERSITY may withdraw from the CENTER and no longer be obligated by this agreement, by giving MEMBER and the other UNIVERSITIES 30 days written notice prior to the withdrawal date from the CENTER. If an individual UNIVERSITY withdraws, this agreement remains in effect between the MEMBER and the other UNIVERSITIES.

K. An individual UNIVERSITY may join the CENTER and be obligated by this agreement by signing this agreement.

L. Non-governmental Entities: Neither party is assuming any liability for the actions or omissions of the other party. Each party will forebear against making any claim against the other party for all claims, liability, injury, damage or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this agreement to the extent that such claims, liability, damage, cost or expense result from the negligence of that party's own agents or employees.

Governmental Entities: Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

MEMBER	Authorized Officer Signature
Authorized Officer: Member name: Address: Date:	



**Schedule A****Appendix A**

<b>LEAD UNIVERSITY</b>	<b>Authorized Officer Signature</b>
Authorized Officer: UNIVERSITY name: Texas A&M AgriLife Research Address: Date:	
<b>PARTNER UNIVERSITY 1</b>	<b>Authorized Officer Signature</b>
Authorized Officer: UNIVERSITY name: Trustees of Indiana University Address: Date:	
<b>PARTNER UNIVERSITY 2</b>	<b>Authorized Officer Signature</b>
Authorized Officer: UNIVERSITY name: Mississippi State University Address: Date:	



## NSF IUCRC Center for Environmental Sustainability through Insect Farming

### Center Bylaws

#### *Document History*

<b>Version</b>	<b>Date Approved</b>	<b>Revisions</b>
Original		11 September 2019
Revision 1		7 April 2021
Revision 2		28 August 2021
Revision 3		16 November 2021
Revision 4		14 January 2022
Revision 5	26 April 2023	30 March 2023

#### **Article 1: Introduction**

1. The following Bylaws will be used to govern the Center for Environmental Sustainability through Insect Farming (“Center”), an Industry/University Cooperative Research Center (“I/UCRC”) funded in part by the National Science Foundation (“NSF”).
2. The Bylaws may be amended at any time by an affirmative vote of the Academic Members with the consent of two-thirds of the Industrial Advisory Board (“IAB”), as hereinafter defined.
3. The Center is a university consortium comprised of the following Academic Members:
  - a. Texas A&M AgriLife Research (“TAMU”);
  - b. The Trustees of Indiana University on behalf of Indiana University-Purdue University, in Indianapolis (“Indiana”); and
  - c. Mississippi State University (“MSU”).
4. These Bylaws form a part of the Membership Agreement with Member institutions. If there are any inconsistencies between the Bylaws and the Membership Agreement, the terms and conditions outlined in the Membership Agreement take precedence over the Bylaws.

#### **Article 2: Purpose**

1. Vision Statement: The vision of the Center is to unify research and industry to diversify, stabilize, and grow the insects as food and feed global industry.
2. Mission Statement: The mission of the Center is to:

- a. Enhance student training for future employment in the insects as food and feed sector, academia, and government.
  - b. Create community awareness of the environmental, social, and economic values of the insects as food and feed industry.
  - c. Address fundamental research questions necessary for the advancement of the insects as food and feed industry.
3. Research focus: The Center's research topics will focus on the needs of the members and the capabilities of the universities. Areas of focus include but are not limited to:
- a. Develop and optimize processes for mass production of insects and insect-derived materials as food and feed
  - b. Conduct sensory trials for advancing the use of insect-derived products as food
  - c. Conduct feed trials for advancing the use of insects or insect-derived materials as feed
  - d. Address safety issues related to the production and use of insect-derived materials as food and feed
  - e. Decipher microbial mechanisms regulating the production, safety, and value of insect-derived materials produced as food and feed
  - f. Decipher genetic mechanisms regulating the production, safety, and value of insect-derived materials as food and feed

### **Article 3: Membership**

1. The classes of membership shall include:
  - a. Academic members
  - b. Industrial members
  - c. Observer/Non-profit members
2. **ACADEMIC MEMBERS.** An "Academic Member" includes the founding universities listed above, as well as any college or university that subsequently joins the Center for purposes of participating in activities of the Center.
3. **INDUSTRIAL MEMBERS.** An "Industrial Member" is defined as any company, federal research and development organization, or any government-owned contractor-operated laboratory that has joined and been accepted as a member of the Center by signing an "I/UCRC Industrial Membership Agreement" and has paid annual membership fees pursuant to said Membership Agreement.

- a. Full Industrial Members ("FULL MEMBERS") are defined as any Industrial Member who has paid \$50,000 membership fee per year to support research through the Center and signed Membership Agreement. Each Full Member will have twice the voting power of an Associate Member.
  - b. Associate Members ("ASSOCIATE MEMBERS") are defined as any Industrial Member who has paid \$25,000 membership fee per year to support research through the Center. Each Associate Member will have one half the voting power of a Full Member.
  - c. An OBSERVER/NON-PROFIT member that has signed and submitted an approved center NDA may attend IAB meetings regularly; however, they cannot participate in any research discussions or other closed-door sessions. OBSERVERS/NON-PROFIT members must be approved by a majority of the IAB before attending any meetings.
  - d. A GUEST that has signed and submitted an approved Center NDA may register for, attend and participate in an IAB meeting. A GUEST may do this only once, and it is only open to potential new members. The GUEST cannot participate in any closed-door meetings.
4. Affiliate Sites: In instances where collaboration with researchers at non-site institutions are required, such institutions will be required to have their recognized administrator with recognized authority to sign the current approved CEIF Memorandum of Understanding (MOU) and abide by CEIF procedures as outlined in center Bylaws.

#### **Article 4: Organization**

1. The Center shall be governed by the following:
  - a. University Policy Committee
  - b. Industrial Advisory Board or IAB
  - c. Center Director
  - d. Site Director(s)
  - e. Center Liaison
  - f. Financial Administration
2. University Policy Committee. The Center will form an ad-hoc multi-university administrative oversight and policy committee consisting of the an authorized official at each university to resolve any and all Center administrative issues or disputes. A major role of the committee is to ensure that the research is appropriate for graduate education. The committee would be convened at the request of the Center Director to resolve issues as necessary.

3. Industrial Advisory Board. The Industrial Advisory Board (“IAB”) shall refer to a board comprised of one representative appointed by each of the Industrial Members. The IAB will meet as needed to fulfill its responsibilities hereunder. Each IAB member will designate a “proxy” from their respective company to represent their company if the primary representative is unavailable. The proxy representing the company will have the same rights as the primary representative who is unable to fulfill their obligations. The primary representative must notify the IAB Chair and Center Director 24 hours in advance of the meeting where a proxy will be in attendance.
  - a. There is only one IAB for the Center.
  - b. There will be two elected offices on the IAB.
    - i. The IAB is led by an elected Chair and Vice Chair.
      1. The IAB Chair will work with the Center Liaison, Center Director, and Site Directors to establish the schedule of activities and meetings for the Center including establishing the agenda for the semi-annual IAB meeting
      2. The IAB Vice-Chair will assist the IAB Chair with their responsibilities.
    - ii. The IAB will elect (through a simple majority vote) the IAB Chair and Vice-Chair for 2-year terms at the inaugural IAB meeting on November 15-16, 2021, and no less than every 2 years thereafter.
    - iii. The Vice-Chair will rotate into Chair position after two years.
    - iv. The IAB Chair and Center Liaison (defined below) will work together as needed to manage Center activities.
  - c. All Industrial Members will participate through the IAB in the strategic planning of the Center. The IAB will assist the Center Liaison, Center Director, and Site Directors from each Institution and participating faculty in identifying pre-competitive, generic, industry-related, research questions; recommend research projects for future work; identify appropriate internship opportunities for graduate students; assist the Center and Site Directors in identifying new members; monitor Center performance through review of the research and educational accomplishments of the Center; and recommend restructuring and/or redirecting of ongoing programs to meet Industrial Members’ needs and concerns.
  - d. At all meetings of the IAB or committee thereof, two-thirds of the IAB or committee will constitute a quorum for the transaction of business. The act by two-thirds vote of the IAB or committee at any meeting at which there is a quorum will be the act of the IAB or committee. If a quorum is not present at any meeting, the present representatives may adjourn the meeting to another place, time or date, without notice other than announcement at the meeting, until a quorum is present.
4. Center Director. The “Center Director” holds an appointment with the Lead Site, as determined by the National Science Foundation, and conducts research within the Center’s Research Focus.

The Center Director is the primary decision-maker for the Center and shall have responsibility and authority for all aspects of Center's operation and performance.

The Center Director will be responsible for all Center activities and will report directly to the University Policy Committee and IAB. The Center Director will be advised by the IAB Chair, and Center Leadership Team.

5. Center Liaison. The Center Liaison works closely with the Center Director and is responsible for all of the day-to-day activities related to the Center. The Center Liaison is selected by the Site Directors. Each site will financially contribute equally to this position. Responsibilities of the Center Liaison will include but are not limited to:
  - a. Recruitment activities
  - b. Biennial meeting planning
  - c. Public relations including but not limited to website development and maintenance, outreach or media summary documents
  - d. Interface with IAB
6. Site Directors. Each Academic Member will select a Site Director and Site Co-Director to oversee Center activities at their university. If a Site Director becomes unable to serve temporarily, the Site Co-Director may serve. If the Site Director will no longer serve, the appropriate university will appoint a successor Site Director subject to confirmation by the other Academic Members.
  - a. The Site Directors will be responsible for Center activities at their university and will report directly to their respective university administrators and the Center Director. The Site Directors will serve as a liaison between the Center and the other academic researchers.
  - b. The Center MOU is an agreement among academic institutions participating in the Center, describing how Sites and Center Leadership will interact as part of the Center. The agreement addresses sharing of administrative and managerial responsibilities, handling of the collection and allocation of membership fees after project selection, the arrangement for annual certification of the collected membership fees and their sources at each Site, and intellectual property issues. This MOU shall be posted on the public portion of the Center Website.
  - c. The Site Directors will control the funds at their site. Funds are defined as NSF funds provided to the Center, plus all funds (program income) from IAB members recruited by the site.
7. Financial Administration:
  - a. Funds will be managed by the Center following University approved guidelines and the Center MOU at TAMU.

- b. Financial administrator at TAMU will distribute funds received by industry members to selected projects within 90 days of approval by the IAB and notification by Center leadership.
8. Other participants in the Center include but are not limited to:
- a. Project Principal Investigators (“Project PIs”). Project PIs will manage specific research projects funded by the Center or Industry Members and will report directly to the appropriate Site Director, university administrator, and to the Industrial Member(s) supporting the project. Project PIs will be identified in specific project proposals.
  - b. Administrative Support Staff. The Academic Members will provide a reasonable level of clerical and account support for the operation of the Center.
  - c. External Evaluator: The Center External Evaluator, funded by NSF, will assist the Center Director, Site Directors and the IAB to organize the Center and provide an independent assessment of the operation. The Center External Evaluator will report both to the Director and directly to the I/UCRC Program Manager at NSF. The Center External Evaluator is paid a flat fee which includes all time and expenses for attending meetings and completing the evaluation tasks required by the NSF.

**Article 5: Administration of Center Recruitment and Fee Use, Adding or Removing Sites, Subcontracting to Affiliates**

1. Administration of Center Recruitment and Fee Use
- a. The IAB, Center Liaison, Center Director, and Site Directors will work together on strategic plans for the Center and on recruiting new members.
  - b. The Center and Site Directors, upon recommendation of the IAB, will authorize the use of membership fees by the Project PIs in support of Center research through the use of award agreements.
2. Adding Additional Sites
- a. Institutions interested in becoming part of the Center will be required to make such intentions known by presenting on resources and enhancements offered to the Center, receive approval by IAB, and complete process of the NSF-IUCRC Phase 1 application.
3. Removing Sites:
- a. In instances where an academic site is not participating in generating research projects, engaged in recruitment, dissemination of data, or any other activity deemed inappropriate for Center activities, the Center Director, remaining Site Director(s) and the IAB with the University Policy Committee will engage in a 1-year probationary agreement with delinquent site. If the failure to contribute continues following that probationary year, the IAB together with the remaining Sites will vote to expel the academic member.



4. Subcontracting to Affiliates:
  - a. Procedures for receiving funds from the Center will follow site regulations and procedures as related to the Center MOU.

## **Article 6: Meetings**

1. The Center Liaison, Center Director, and Site Directors along with the IAB Chair will establish the schedule of activities and meetings for the Center as well as the agenda for the semi-annual research review meetings. Center Liaison, Site Directors, and/or co-Directors, IAB Chair, and/or vice-chair will be required to be present during meetings. Simple majority vote is required to make logistical decisions regarding meeting planning and execution.
2. The participating universities and IAB members for the Center will meet twice a year: once in the Fall and once in the Spring. The participating universities will host the meetings on a rotating basis with the date and location determined at the previous IAB meeting.
  - a. The main objective of the Fall meeting will be to propose projects to the IAB for funding and decide location of subsequent Fall meeting.
  - b. The main objective of the Spring meeting will be to provide project updates to the IAB and decide location of subsequent Spring meeting.
3. The IAB will meet twice a year to review research results, select projects, review budgets, and discuss the strategic plans for the Center. The IAB review meetings will coincide with the semi-annual Center meetings. An industry member may send a second (proxy) representative to the IAB meetings but each company has only one member with voting privileges at any IAB meeting. IAB members are expected to:
  - a. Not share any intellectual property outside the Center;
  - b. Attend both semi-annual IAB meetings in person, barring circumstances out of their control. Video- or tele-conference participation during project selection procedures is discouraged but may be acceptable under rare circumstances;
  - c. Participate in the process of reviewing and selecting research to be funded; and
  - d. Vote on issues before IAB.
4. The University Policy Committee will meet as necessary to discuss and resolve Center program and management issues.
5. Center meetings are closed to the public because of the proprietary Center information that will be discussed. Except for the initial IAB meeting, attendance is limited to representatives of member companies; faculty, staff and students of affiliated universities; the Center Evaluator; and other NSF personnel. In the event a prospective member would like to attend, that organization must sign a non-disclosure agreement and would not participate in IAB voting.

## **Article 7: Research Project Selection and Management**

1. Research Project Selection
  - a. The Center will use a priority-driven ranking mechanism by which the IAB can recommend funding. An IAB Member may not independently fully fund its project(s) of choice as this is viewed as supporting contract work and is disallowed under the IUCRC framework.
  - b. An algorithm for selecting projects will be developed and utilized for selections of projects and achieving a consensus around project selection. The algorithm will be based on tools suggested by NSF, recommendations of the Center Evaluator, and experiences of Center Director.
  - c. A Center funded research project will require consensus support of Center IAB members in order to optimize the value of pooling membership fees for research.
  - d. All Center members may participate in the selection and evaluation of research projects. Individual organizations, including divisions or business units of a larger corporation, may acquire up to two Center memberships, and therefore will have a corresponding number of voting representatives on the IAB.
  - e. The Center Director is ultimately responsible for the project selection and will generally take the recommendation of the IAB for research projects.
  - f. The Center will only consider research projects that are not a duplicate of, or substantially similar to, federal awards received by researchers participating in the Center's activities.
2. Research Project Management
  - a. All research projects will be managed by the Project PI.
  - b. The Project PI will provide quarterly updates (~1 page) to the Center and Site Director that can be shared with IAB members through a password protected firewall on the Center website.
  - c. The Project PI (or associated students) will share a more thorough update during the biennial meetings through oral or poster presentations.
  - d. A final report will be generated 90 days following the completion of the research project that will be sent to the Center Director for dissemination to the IAB.

## **Article 8: Publications, Data Management, and Intellectual Property (Patents, Copyrights and Licensing/Royalty Agreements)**

1. Publications: Policies and procedures outlined in the MOU will be followed.
2. Data Management: Policies and procedures outlined in the funded NSF grant proposal will be followed.

3. Intellectual Property (IP):
  - a. The rules and program guidelines of the NSF IUCRC and the membership agreement shall be followed with regard to the administration of intellectual property. Intellectual property that results from Center funded research shall be the property of the research site or sites where the work was performed.
  - b. If invention or discovery is made resulting from Center funded research, the Project PI shall submit an invention disclosure to the relevant department or office (i.e., Technology Transfer Office) associated with their Site. Per the MOU, the Project PI in conjunction with the Project PI's associated technology transfer office and/or university will then forward the invention disclosure to the Center Director who will notify relevant industry members, including current paid Members.
  - c. Members shall have 90 days from receipt of an invention disclosure to notify the disclosing University of the Member's desire to enter into a non-exclusive royalty-free license.
  - d. Patent rights eligibility is contingent upon having an active membership at the time of the invention disclosure. Members who join the Center after a disclosure has been filed are not eligible to the same patent rights as those Members who were active at the time of the invention's discovery. This also applies to Members who have lapsed membership and rejoin the Center at a later date.

### **Article 9: IUCRC Membership Agreement**

This Agreement is made on (date) by and between the Universities listed in Appendix A, (hereinafter collectively called "UNIVERSITIES") and (hereinafter called "MEMBER") for the (Company Name), comprised of UNIVERSITIES funded by the Industry–University Cooperative Research Center (IUCRC) Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry–University Cooperative Research Center for (hereinafter called "CENTER") at the UNIVERSITIES to perform research, the parties hereby agree to the following terms and conditions:

A. CENTER will be operated as a consortium integrating industry, government, and academia. The industrial community includes but is not limited to major corporations, middle market companies, small businesses and startups. Public participants may range from local governments to divisions of federal agencies.

B. MEMBER agrees to contribute \$(dollar amount in USD) annually in support of the CENTER and thereby becomes a member. Membership fees are not refundable.

C. There will be an Industry Advisory Board (IAB) composed of one designated representative from each member. MEMBER shall designate a single representative to the Board, and shall notify UNIVERSITIES of the designation. MEMBER retains the right to change the designated representative at any time, provided MEMBER notifies the UNIVERSITIES of the change. This Board primarily makes

recommendations on (a) the research projects to be carried out by CENTER, (b) changes in the bylaws, and (c) other supporting activities at the CENTER.

D. UNIVERSITIES reserve the right for their faculty, research staff, and students involved in Center research to publish the results of any research performed by CENTER. MEMBER, however, shall have the opportunity to review any publication containing results of the research program of CENTER prior to publication and shall have the right to request the CENTER for a delay in publication for a period not to exceed 90 day(s)/year(s) from the date of submission to MEMBER, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted by certified mail to MEMBER.

E. All intellectual property (IP) derived from inventions conceived or first actually reduced to practice within the CENTER shall belong to one or more of the UNIVERSITIES which own the said IP. UNIVERSITIES will take such action as is necessary to ensure that it/they has/have ownership of all patents developed from this work and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act.

F. UNIVERSITIES agree that all CENTER members are entitled to a nonexclusive royalty-free license. MEMBERS that wish to exercise rights to a royalty-free license agree to pay patent application and maintenance costs.

G. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed 30% of a fair sale price of the enhanced software product sold or licensed by MEMBER.

H. Any royalties and fees received by UNIVERSITIES under this Agreement, over and above expenses incurred, will be distributed according to the universities' royalty distribution policies, with the understanding that 33% will accrue to the CENTER operating account, or to the relevant UNIVERSITIES involved in the royalty/fee agreements in the event that the CENTER is no longer in operation.

I. This membership agreement remains valid until this Agreement is terminated in writing by:  
1) The MEMBER giving Texas A&M AgriLife Research, 30 days written notice prior to the termination date; or  
2) UNIVERSITIES giving MEMBER 30 days written notice prior to the termination date.

J. An individual UNIVERSITY may withdraw from the CENTER and no longer be obligated by this agreement, by giving MEMBER and the other UNIVERSITIES 30 days written notice prior to the withdrawal date from the CENTER. If an individual UNIVERSITY withdraws, this agreement remains in effect between the MEMBER and the other UNIVERSITIES.

K. An individual UNIVERSITY may join the CENTER and be obligated by this agreement by signing this agreement.

Non-governmental Entities:

L. Neither party is assuming any liability for the actions or omissions of the other party. Each party will forebear against making any claim against the other party for all claims, liability, injury, damage or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this agreement to the extent that such claims, liability, damage, cost or expense result from the negligence of that party's own agents or employees.

Governmental Entities:

L. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of gross negligence or willful misconduct.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

<p>MEMBER</p> <p>Authorized Officer:</p> <p>MEMBER name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>
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**Appendix A**

<p>LEAD UNIVERSITY</p>  <p>Authorized Officer:</p>  <p>University name:</p>  <p>Address:</p>  <p>Date:</p>	<p>Authorized Officer Signature</p>
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<p>PARTNER UNIVERSITY</p> <p>Authorized Officer:</p> <p>University name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>
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## **Article 10: Miscellaneous**

1. These Bylaws may be amended at any time by an affirmative vote of the Academic Leadership Team, with the consent of two-thirds of the Industrial Advisory Board, as hereinafter defined.

### **Amendments**

1. **Creation of transparency with regards to researchers and/or leadership having ownership of an entity not part of the CEIF (Nov 2022):** To create transparency, individuals that are, or become, part of the center shall submit electronically in writing to the leadership of CEIF any conflict of interests (COI) arising due to ownership, or anticipated financial gains of greater than \$5,000.00 of, of an entity potentially competing with Industry Advisory Board (IAB) members. They will also concurrently submit electronically in writing their COI management plan. These materials will be made available to the IAB members via confidential channels.
2. **Investment of IAB beyond membership fees (Dec 2022):** IAB members are able to contribute financially beyond membership fees. These funds will be considered CEIF income. Allocation of these funds can only be made to an existing project which can be expanded to include new research objectives. A majority vote of IAB approval is required.