



CENTER FOR ADVANCED DESIGN AND MANUFACTURING OF
INTEGRATED MICROFLUIDICS (CADMIM)

Center Bylaws

University of California, Irvine
University of Illinois at Chicago

Last Updated: April 6, 2020

Article 1: Introduction

1. The following bylaws will be used to govern the Center for Advanced Design and Manufacturing of Integrated Microfluidics (“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, as hereinafter defined.
3. The Center is an industry-university consortium comprised of the following Academic Members:
 - a. University A; University of California at Irvine (“UCI”)
 - b. University B; University of Illinois at Chicago (“UIC”)

and Industrial Members that make up the Industrial Advisory Board (“IAB”) as defined in Article 4.

4. These bylaws form a part of the Membership Agreement between UCI and UIC as well as with UCI and the various Industrial Members (UCI, UIC and Industrial Members hereinafter also referred to as “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 advance research and education on the science, engineering and applications of integrated microfluidic design and scalable production through dedicated, continuing industrial partnerships. This center has been devised to concentrate and deploy resources and people to launch a transformation in ubiquitous diagnostics by creating the tools, methods, and technologies that will enable low-cost, simple, rapid assessment anywhere and everywhere – the environment, agriculture, food and water supplies, and ultimately for human health and safety.
2. Mission Statement: As a National Science Foundation (NSF) Industry/University Cooperative Research Center (I/UCRC), the Center for Advanced Design and Manufacturing of Integrated Microfluidics (CADMIM) will develop design tools and manufacturing technologies for integrated microfluidics targeting cost-effective, quick, and easy assessment of the environment, agriculture, and human health.
3. Research focus: The Center’s research topics will focus on the needs of the Industrial Members and the capabilities of the Academic Members. Areas of research include but are not limited to:
 - a. Manufacturable Processes and Materials
 - b. Sample Processing and Detection
 - c. Integration and Control Systems

Article 3: Membership

1. The classes of membership shall include:
 - a. Academic Members
 - b. Industrial Members
2. Academic Members. An "Academic Member" includes the founding universities listed above, as Academic Members, as well as any college or university that subsequently joins the Center as an official site of CADMIM, for purposes of participating in activities of the Center.
 - a. If a CADMIM site is transferred to a new university, then the new university under contract with NSF and receiving supporting funds will become an Academic Member. The university relinquishing the NSF contract and supporting funds is no longer an Academic Member. The university relinquishing the NSF contract can become an affiliated university of CADMIM, as described in Article 10, section 3.
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 the CADMIM I/UCRC Membership Agreement for Industrial Members, which has also been signed by an authorized representative of UCI, and has paid annual membership fees or made the respective in-kind contribution pursuant to said agreement.
 - a. Cash-Paying Members shall pay a \$50,000 membership fee per year in support of the Center. Membership fees will be used to support Center research. These members have the rights and responsibilities specified in the CADMIM I/UCRC Membership Agreement for Industrial Members and in these Bylaws. These members also hold a seat on the IAB, and have full voting power (see Article 8).
 - b. Membership of a subsidiary does not include the parent company and vice versa. Only the entity that signs the membership agreement and pays the annual membership fee will have the rights and responsibilities specified in the CADMIM I/UCRC Membership Agreement for Industrial Members and in these Bylaws
 - c. Requests for in-kind memberships will be considered and may be granted in limited instances. In-kind Members will contribute goods and/or services equivalent to a minimum of \$25,000 in support of Center research. In-kind membership will be valid for one (1) year and will include a seat on the IAB, but that seat will carry up to half the voting power of seats held by cash-paying members (see Article 8). Further, In-Kind Members will have secondary access to Center-generated intellectual property (see Article 14). In requesting approval for an in-kind membership, potential members must provide an annual valuation letter for the upcoming fiscal year which describes in detail the goods and/or services provided, equivalent to at least \$25,000. Such In-kind memberships must be approved annually by two-thirds (2/3) of the cash-paying IAB members. Goods and/or services provided to CADMIM as in-kind should be the same as those provided to commercial customers and should be submitted to the Center without undue delay.

4. The CADMIM I/UCRC Membership Agreement for Industrial Members does not cover the sharing of export restricted technology or data, controlled under the ITAR (International Traffic in Arms Regulations) or EAR (Export Administration Regulations). No export controlled information, items, or software should be exchanged unless specified by a separate agreement.
5. Membership term: Membership in CADMIM is effective as of the Effective Date on the CADMIM I/UCRC Membership Agreement for Industrial Members and continues for the remainder of the Center's current five-year window, unless terminated earlier by either party.
 - a. The CADMIM annual membership cycle is March 1 – February 28. Thus, the inaugural year of CADMIM was March 1, 2014 – February 28, 2015. For the purposes of membership synchronization, Year 1 membership in CADMIM for inaugural Industrial Advisory Board Members began March 1, 2014 and will be automatically renewed on March 1 annually thereafter.
 - b. An Industrial Member that joins the Center mid-cycle will have a pro-rated amount of their first year membership applied to their second year membership fees, and their year 2 invoice will be reduced accordingly. The first year membership fee will be allocated according to Article 10, Item 4. Access to resulting intellectual property for Industrial Members that join mid-cycle is detailed in Article 14, section 1f.

Article 4: Organization

1. The Center shall be governed by:
 - a. University Policy Committee
 - b. Industrial Advisory Board ("IAB")
 - c. Center Director and Center Co-Director
 - d. Site Director(s)
2. University Policy Committee. The Center will form an ad-hoc multi-university administrative oversight and policy committee consisting of the Vice President or Provost of Research (or his/her designee) at each Academic Member institution for the purpose of resolving any and all Center administrative issues such as reviewing academic standards, funding issues, space requirements, equipment requirements, etc. related to the Center. Also included on this committee are Industry Contract Officers and Licensing Officers at each Academic Member to provide guidance and resolve any issues with membership, intellectual property, access to inventions, etc. related to the Center. This committee will ensure faculty recognition for participation in the Center in tenure and promotion decisions and to ensure that the research is appropriate for graduate education. The committee would be convened, or select members contacted, 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. An organization may purchase more than one Center Membership in a given year and will be entitled to have one voting representative on the IAB for every paid membership, up to two (Full Corporate Memberships maximum. The IAB will meet as needed to fulfill its responsibilities hereunder.

- a. There is only one Industrial Advisory Board for the Center. Academic Members are not part of the IAB.
 - b. **Industrial Advisory Board Leadership:** The Industrial Advisory Board is led by the elected Industrial Advisory Board Chair and Vice Chair. The inaugural Industrial Advisory Board selected an Industrial Advisory Board Chair and Vice Chair for a one (1)-year term at the first Industrial Advisory Board meeting on April 10, 2014. The elected Vice Chair will serve as Chair the following year, and the IAB will elect a new Vice Chair no less than every one (1) year thereafter. The IAB Chair sets the agenda and conducts the business meetings of the IAB, acts as a spokesperson for the IAB, and represents CADMIM outside of the organization when appropriate. The Vice Chair works at the Chair's direction. Should the Chair resign, the Vice Chair becomes Chair and an interim Vice-Chair is elected. At the next regularly scheduled election, both the Chair and Vice-Chair may be re-elected for the following year.
 - c. Each Industrial Member designates a liaison who facilitates communication between CADMIM and the Industrial Member and serves as that member's primary representative at IAB meetings. In the event that the liaison is unable to attend, the liaison (or an official of the member organization) designates by proxy another individual to serve as the representative. The proxy is provided to the Center Director in advance of the meeting. The designated individual may be from the member organization, from another Industrial Member, or the Center Director. A proxy is assumed to be another person from the same organization unless a proxy is submitted in writing by the organization.
 - d. All Industrial Members will participate through the Industrial Advisory Board in the strategic planning of the Center. The IAB will assist the Center Director, Center Co-Director, Site Director(s) and participating faculty in identifying pre-competitive, generic, industry-related, research problems; recommend research projects for future work; identify appropriate internship opportunities for graduate students; assist the Center Director, Center Co-Director, and Site Director(s) in identifying new members; review the research and educational accomplishments of the Center; and recommend restructuring and/or redirecting of ongoing programs to meet Industrial Members' needs and concerns.
 - e. At all meetings of the Industrial Advisory Board, two-thirds (2/3) of the Industrial Advisory Board will constitute a quorum for the transaction of business. The act by two-thirds vote of the Industrial Advisory Board at any meeting at which there is a quorum will be the act of the Industrial Advisory Board. 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. All IAB members will then be informed of the quorum and final decision(s). The research project selection Algorithm detailed in Section 7 only pertains to research project selection and applies to all IAB members.
4. Center Director and Center Co-Director. The "Center Director" holds an appointment with the Lead Academic Member (UCI), as determined by the National Science Foundation ("NSF"), and conducts research within the Center's Research Focus. The Center Director is appointed by the NSF. 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 Co-Director" will assist the Center Director in carrying out the tasks described above.

- a. The Center Director will be responsible for all Center activities. The Center Director and Center Co-Director will be advised by the Industrial Advisory Board and its elected officials.
5. Site Directors. Each Academic Member may select a Site Director to oversee Center activities at their university. If a Site Director becomes unable to serve, the appropriate Academic Member 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 to the Center Director. The Site Directors will serve as a liaison between the Center and the appropriate departments of the Academic Members.
6. Other Personnel in the Center include but are not limited to:
- a. Center Deputy Director. The Center Deputy Director holds an appointment with the Lead Academic Member (UCI) and will assist the Center Director and Center Co-Director in managing the Center, including technical and non-technical Center activities.
 - b. Project Principal Investigators. Project Principal Investigators 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 supporting the project. Project Principal Investigators will be identified in specific project proposals.
 - c. Administrative Support Staff. The Academic Members will provide a reasonable level of clerical and financial accounting support for the operation of the Center.
 - d. Assessment Coordinator: The Center Assessment Coordinator, 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 Assessment Coordinator will report directly to the I/UCRC Program Director at NSF. The Center Assessment Coordinator 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

1. Industrial Advisory Board, Center Director, Center Co-Director, Center Deputy Director, and Site Directors will work together on strategic plans for the Center and on recruiting new members.
2. The Center Director and the Site Directors, upon recommendation of the Industrial Advisory Board, will authorize the use of membership fees by the Project Principal Investigators in support of Center research.

Article 6: Meetings

1. The Center Director, Center Co-Director, Center Deputy Director, Site Directors and 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, as described in the following sub-section 2.
2. The Academic Members and IAB members for the Center will meet twice a year (“Center IAB meetings”); once in the fall and once in the spring. The Academic Members 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 spring meeting will be to propose projects to the IAB for funding consideration. The main objective of the fall meeting will be to provide project updates to the IAB.
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 IAB meetings, as described in the previous sub-section 2. An Industrial Member may send more than one person to the IAB meetings, but may only have one voting representative per paid membership, up to two (2) Full Corporate Memberships maximum.
4. IAB members are expected to:
 - a. 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;
 - b. Participate in the process of reviewing and selecting research to be funded; and
 - c. Vote on issues before the IAB.
5. The University Policy Committee will meet as necessary to discuss and resolve Center program and management issues.
6. Center IAB meetings are closed to the public, because of the proprietary Center information that will be discussed. Attendance is limited to representatives of Academic Members and Industrial Members; faculty, staff, post-docs, and students of the Academic Members; and the Center Evaluator and other NSF personnel.
 - a. In the event a prospective member would like to attend an IAB meeting, that organization must sign a non-disclosure agreement prior to attending and would not participate in IAB voting (if a spring Center IAB meeting). Prospective members are only allowed to attend one IAB meeting.

Article 7: Research Project Selection

1. The algorithm for selecting projects was developed and is utilized as an objective means of consensual project selection. The algorithm is based on tools suggested by NSF, recommendations of the Center Evaluator and experiences of Center Director.

2. A Center research project will require consensus support of Center IAB members in order to optimize the value of pooling membership fees for research. Selection of projects will be voted on by IAB members using the algorithm as described in Article 8 and adopted by the IAB.
3. All Industrial Members' voting representatives participate in the selection and evaluation of research projects.
4. The Center Director gives final approval to the projects selected by the IAB.

Article 8: Research Project Selection Algorithm

1. Research projects will be selected by the vote of IAB member representatives at the Spring IAB meeting.
2. At the Spring IAB Meeting, continuing research projects will be presented and considered before new projects.
3. Votes are granted to IAB member organizations according to the following calculation:
 - a. Full membership requires a \$50,000 cash investment. The number of votes granted to a full member is 50 votes.
 - b. If an individual organization, including divisions or business units of a larger corporation, acquires multiple Center memberships, the number of votes is maximized at the equivalent of two full memberships in the Center (i.e., 100 votes)
 - c. In preparation for Spring IAB project selection meetings, proposed projects that will require in-kind support will include in their Executive Summaries estimates for in-kind manufacturing services or products to be provided by In-Kind Industrial Members. For manufacturing, exact pricing will depend on complexity of the services required and will be pre-negotiated for each proposed project requiring the service. Executive Summary budgets must include a line item for in-kind goods or services as needed.
 - i. *Before Project Selection/Voting:* If the sum total of requested in-kind support from a single In-Kind Industrial Member is less than \$25,000 equivalent, then the In-Kind Industrial Member will not be permitted to vote during project selection. If the sum total of requested in-kind is greater than \$25,000 equivalent, then In-Kind Industrial Member will receive 25 votes to allocate during project selection.
 - ii. *After Project Selection/Voting:* If the sum total of in-kind requirements for the selected projects is less than \$25,000 for a single In-Kind Industrial Member, the remaining in-kind commitment will be made available for use on new Center projects on a first-come first-serve basis, with Center Director approval, until \$25,000 equivalent is met. If the sum total of in-kind requirements for the selected projects exceeds \$25,000 equivalent for a single In-Kind Industrial Member, then the In-Kind Member can (a) revise the amount of in-kind allocated to each selected project, or (b) contribute additional in-kind to accommodate all selected projects.

4. The IAB Chair will guide the closed-door voting process. Prior to actual voting, the IAB Chair will review the voting protocol and goals of the CADMIM center.
5. IAB member organizations can apportion their votes to any combination of the proposed Research Projects according to their wishes, up to the total of their granted votes.
6. Those projects receiving the largest number of votes will be funded according to their proposed budget levels in the order of their total vote count. Projects will be funded in rank order of IAB votes (highest to lowest). The number of projects that receive funding is dependent on the total cash budget for any given year.
 - a. The Center Director may request that a portion of the annual cash budget be reserved for center growth, development, and infrastructure and/or technical activities relevant to the CADMIM research focus areas. Approval of the sequestering of this portion for use throughout the year for these purposes and the actual dollar amount must be approved by a 2/3 majority quorum of the IAB at the spring IAB meeting.
7. Adjustments to this algorithm are permissible in consideration of overarching IAB and I/UCRC strategy, however adjustments must be approved by a 2/3 majority quorum of the IAB.

Article 9: Additional Memberships Fees Post Annual Project Selection

1. From time to time Industry Advisory Board members may elect to purchase an additional membership in the Center after the spring Center IAB meeting when projects for the year have been selected, with the aim of applying these additional funds to:
 - a. A currently funded Center research project to accelerate the project (such as funding an additional student for the project). 2/3 majority approval from the IAB is required to fund a project in this manner.
 - b. A research project that was proposed at the most recent Spring IAB Meeting and went through the Level of Interest and Feedback Evaluation (LIFE) process but was not selected for funding. 2/3 majority approval from the IAB is required to fund a project in this manner.
 - c. A new project within the scope and goals of CADMIM. In this case a Statement of Work, Budget, and Budget Justification must be reviewed by the IAB and approved by 2/3 majority quorum.
 - d. Some combination of the above.
2. Any additional memberships purchased will be subject to the same terms as the original membership.

Article 10: New University Affiliates, Academic Members, and IAB Members

1. From time to time, new universities may request membership into the Center as an Academic Member (i.e. an official site). Each new university requesting membership shall initially obtain concurrence from the Center Director, Center Co-Director, Site Directors, and the I/UCRC program manager at NSF prior to submitting a "Letter of Intent" to join the Center. Universities requesting membership as an Academic Member must demonstrate their ability to perform synergistic research within the focused research areas of the Center and their willingness to work within the structure, policies and procedures of CADMIM. Upon concurrence by the Center, the new university requesting membership as an Academic Member may move forward with an application according to the procedures of the current NSF I/UCRC program solicitation.
 - a. Each new Academic Member needs to meet the minimum requirements of industry membership specified in the NSF program solicitation to support their site. The Industry Members associated with the new site must be new members to CADMIM. Recruitment of an Industry Member from existing sites will not be permitted unless that Industry Member elects to fund an additional membership.
2. A new university requesting Academic Membership into the Center shall review their research objectives and program plans, and obtain and submit within their Planning Grant Proposal a "Letter of Support" from the Site Director of each current Academic Member.
3. From time to time, a university that is not an Academic Member (i.e. an official site) may become an affiliated university of CADMIM. Faculty at the affiliated university may possess unique expertise that will greatly advance the mission and goals of CADMIM. Faculty at affiliated universities must have a 2/3 majority IAB-approved research project, which may or may not be in collaboration with existing CADMIM faculty at CADMIM Academic Member sites.
 - a. Research projects involving affiliated universities must be formally presented at the Spring Center IAB meeting and go through the process of IAB review and selection.
 - b. Once the research project is approved by the IAB, a memorandum of understanding (MOU) is executed between the University of California, Irvine and the non-site university. Once fully executed, the new university becomes an affiliated university of CADMIM.
 - c. A subcontract agreement is then executed between University of California, Irvine and the affiliated university to transfer research funds to that university.
4. From time to time, new companies, corporations, or organizations may request, or be requested, to join CADMIM as a new IAB member. These new companies, corporations, or organizations may join CADMIM upon signing of the CADMIM I/UCRC Membership Agreement for Industrial Members, acceptance of current Bylaws, and payment of the annual membership fees.
 - a. New Industrial Members that join mid-year will have a pro-rated amount of their first year membership applied to their second year membership fees, and their year 2 invoice will be reduced accordingly (to align them to the Center's March 1 – February 28 fiscal cycle).
 - b. First Year Membership Fee: Application of the first year's membership fees for any new Industrial Member, regardless of when in the calendar year they join, shall be applied to

(a) one or more currently funded, existing research project(s), (b) a project that went through the LIFE process at the most recent Spring IAB Meeting but was not selected for funding, (c) a new "interim" research project, or (d) some combination of the above. Any action and/or an "interim" project must be approved by the Center Director, Center Co-Director, and a 2/3 majority IAB quorum. The "interim" research project is restricted to the first year of membership. Status reports, budgets, and results would be available to all members (i.e. Industrial and Academic Members) and subject to the same terms and conditions as currently funded projects. Continued funding of the "interim" research project is subject to 2/3 majority IAB approval under the terms of these Bylaws.

- c. By dictating the allocation of their first year's membership fees as described in 4.b., above, new Industrial Members forego the ability to vote at their first Spring IAB meeting. Voting will resume with their second Spring IAB meeting.

Article 11: Reports, Project Closure, and Interactions

1. The Center will document and file minutes of IAB meetings with a copy made available to all Academic Members and Industry Members.
2. Each Academic Member will provide to NSF an annual report and a final report at the end of the five year award that includes the Director's Report, Evaluator's Report, and Certification of Membership from an authorized university official. These reports contain information on annual funds raised, milestones achieved, Center accomplishments, publications, invention disclosures, and lists of students and companies involved in the Center and center research. Copies of these reports can be provided to Industry Members upon request.
3. Project reporting: The Site Directors and each Project Principal Investigator shall provide monthly project status updates to the Center Director, Center Co-Director, and the IAB in the form of quad-charts presented at a monthly IAB telecon/webcon. Project status reports to the Center Director and the NSF Program Director may be requested as necessary. Each project will have at least one IAB mentor. Each project group -- Principal Investigator(s), IAB mentor(s), student(s) -- will hold monthly telecons/webcons for progress updates and project guidance. All quad-charts will be distributed via email and posted on the secure portion (password-protected) of the Center web site.
4. Project Closure: Each Project Principal Investigator shall provide a final project close-out report upon closure of the respective research projects. A publication or invention disclosure resulting from the project can also serve as a close-out report. These reports will be distributed via the secure portion (password-protected) of the Center web site with email notification as required.
 - a. A final close-out report will be submitted to the Center Director and posted on the Center web site within thirty (30) days of a project's end date. The project's end date is typically the end of the CADMIM fiscal year, or other date as agreed to by the IAB and documented in the project's Executive Summary.
 - b. Each Industry Member will have forty-five (45) days after receipt of the final report to declare in writing to the Center Director and Site Director for the project any intention to pursue direct sponsored research on that project, outside of the I/UCRC. Such Declaring

Industry Member(s) and the Academic Member would have an additional sixty (60) days to execute sponsored research agreements. If more than one Industrial Advisory Board member declares an intention to pursue direct sponsored research on a project, such agreements may be finalized separately.

- i. Sponsored research agreements would include non-disclosure provisions and a “firewall” with respect to any other I/UCRC related research.
 - ii. As a courtesy to other IAB members, on completion of a sponsored research agreement, a high level announcement will be made to the IAB.
 - c. Should no Industrial Advisory Board member declare an intention to pursue direct sponsored research within forty-five (45) days or, if declared, fail to execute a sponsored research agreement within an additional sixty (60) days, then the Academic Member is free to engage non-CADMIM entities in research related to that project, provided that the terms of such engagement or agreement are no more favorable to the non-CADMIM entity than those proposed by the Academic Member to any Declaring Member.
 - d. Regardless of a project’s status within the I/UCRC, Industrial Advisory Board members may negotiate with the appropriate Academic Member to license inventions related to a project that were first developed and reduced to practice prior to a project’s active funding date at the Center as evidenced by an invention disclosure (i.e., any prior work or related work not funded by CADMIM).
5. The Center will issue notices of planned publication, invention disclosures, and copyright registration to Industrial Members. The exclusive review period for these items are stated in the CADMIM I/UCRC Membership Agreement for Industrial Members and in these Bylaws.

Article 12: Confidentiality

1. In this document, the term “confidential information” pertains to the research findings of the participating Academic Members, in both oral and written form, supported by the membership fees and contributions of the Industry Members. Any information found on the CADMIM Secure Website is also considered confidential information. For the purposes of these Bylaws, Confidential Information does not include any proprietary research findings that were developed outside the realm of CADMIM using non-CADMIM funding.
2. Periodically these documents will be circulated to the Industrial Members for review:
 - a. Conference and Journal papers: Subject to exclusive review period of thirty (30) days. See Article 13.
 - b. Invention disclosures and provisional patents: Subject to exclusive review period of sixty (60) days. See Article 14.
3. During any review period all abstracts, manuscripts, invention disclosures, and patent applications must be treated as confidential information. Recipient of confidential information hereby agrees:

- a. to safeguard confidential information against disclosure to others with the same degree of care as it exercises with its own proprietary information; and
 - b. not to disclose confidential information to others (except to its employees, agents, or consultants who are bound by recipient with equivalent confidentiality terms), except that recipient shall not be prevented from using or disclosing any of the confidential information:
 - i. which RECIPIENT can demonstrate by written records was previously known to it;
 - ii. which is now, or becomes in the future, public knowledge other than through acts or omissions of RECIPIENT; or
 - iii. which is lawfully obtained by RECIPIENT from sources independent of the discloser.
 - c. To uphold the obligation of confidentiality throughout the membership and for a period of five (5) years following termination of recipient's membership agreement, regardless of the reason for termination.
4. The CADMIM membership agreement and these bylaws contain confidentiality provisions to protect the intellectual property and unpublished research results disclosed by participating faculty to the industrial members (sponsors). However, the CADMIM membership agreement does not protect confidential information shared by the Industry Members with the faculty. If an Industry Member wishes to share confidential information, then a separate 2-way or multi-party non-disclosure agreement should be executed by authorized representatives of all involved Parties.

Article 13: Publication Review Period

1. With reference to Article E in the CADMIM I/UCRC Membership Agreement for Industrial Members (which pertains to publishing in scientific and engineering journals), the Industrial Advisory Board approved the following modification in May 2015: The IAB will review manuscripts in parallel with the submission process of the conference or journal for CADMIM-funded conference and journal publications.
 - a. Conference papers: IAB will be given copies of abstract and full paper once submitted. Review period of thirty (30) days officially begins when the full paper is distributed (normally 2 – 3 months lead time prior to publication).
 - b. Journal papers: IAB will be provided a copy when the manuscript is submitted to the journal (normally 3 – 6 months lead time prior to publication). IAB will have thirty (30) days to review.
2. During the review period all abstracts and manuscripts must be treated as confidential information (not for disclosure or distribution to 3rd parties).

Article 14: Intellectual Property

1. The CADMIM I/UCRC Membership Agreement for Industrial Members contains specific provisions on patent ownership, licenses, and royalty distribution by university research sites. Further clarifications on the terms are included below:

- a. The Academic Members shall ensure that they are notified immediately by their employees and sub-contractors of any and all results which might be considered an invention. The Academic Members shall subsequently disclose such inventions immediately to the Industrial Members. These disclosures may be in the form of a university invention disclosure or provisional patent application. Both of these must be treated as confidential information per Article 12.

After receipt of such report, both (i) cash-paying Industrial Members and (ii) in-kind Industrial members who have contributed to the specific project that was the source of the invention, will have 60 calendar days to inform the respective Academic Member(s) if it wishes to acquire a nonexclusive royalty-free license (for research use and/or commercial purposes), and if so, for which countries.

- b. During the 60-day evaluation period, if only one Industrial Member seeks a license, that Industrial Member may obtain a fee-bearing license that is exclusive, in accordance with the CADMIM I/UCRC Membership Agreement for Industrial Members, Clause H. If more than one Industrial Member is interested in an exclusive license in a defined field, and the defined fields do not overlap (e.g. one member wants an exclusive license in the biomedical field, one in agricultural field and one in the defense applications field) and no Industrial Member wants a non-exclusive license in such field, then the Industrial Members may each negotiate a fee bearing exclusive license in the desired field.
- c. If an in-kind member did not contribute to the project that generated the invention, then in-kind member can negotiate a license after the 60-day evaluation has ended.
- d. Patent application and maintenance fees: Under a license (non-exclusive or exclusive), the Industrial Member will pay for all patent costs. These costs are all USPTO fees (filing, issuance, maintenance fees, etc.) and all patent attorney costs associated with the prosecution (application preparation, office action responses, etc.). The patent costs will be split between non-exclusive licensees (i.e., if there are two licensees, then they each pay 50%; if there are three, they each pay 33.3%). Also, under a royalty free license, the licensee would not pay license maintenance fees, but they would pay for patent maintenance fees which are charged by the United States Patent and Trademark Office (USPTO). Patent applications in other countries and related costs will be divided in a similar fashion, i.e., each Industrial Member would pay a pro-rata share only of the patent applications in countries which it selects. Future licensees of a particular patent will also pay a pro-rata share of all patent expenses in the countries they elect. For clarity, Academic Members will confer with Industrial Members who have acquired a license on where the Industrial Members wish patent applications to be filed, and will file such United States and foreign patents.
- e. If one or more Industrial Member(s) desires a non-exclusive license, an exclusive license is no longer an option, unless the licenses are in non-overlapping fields.

- f. Industrial Members of CADMIM can only participate in the 60-day exclusive IAB evaluation period if the corresponding invention disclosure was filed at an Academic member's institution during the Industrial Member's active membership term, regardless of whether the Industrial Member joins CADMIM on-cycle or mid-cycle.
- g. Government laboratories can be CADMIM IAB members. These government laboratories may elect to take a non-exclusive royalty-free license to CADMIM intellectual property. However, exclusive commercial licenses pertain only to the Industrial Members of CADMIM.
- h. "Royalty free" with regard to the option to acquire a non-exclusive license in accordance with Clause G in the CADMIM I/UCRC Membership Agreement for Industrial Members means that the licensee will pay patent costs and patent maintenance fees only, and only for the countries in which it is interested in acquiring a non-exclusive license. Should an Industrial Member at any time stop paying certain patent and patent maintenance fees, its non-exclusive rights for such countries will be revoked.

For the avoidance of doubt, patent costs and patent maintenance fees do not include any costs for enforcing the patents or taking action against infringement of those rights.

The payment of patent costs and patent maintenance fees shall, however, only be made under the condition that the respective Academic Member(s) will closely cooperate with the respective Industrial Members, which have exercised the option to acquire a license. Both the respective Academic Member(s) and the respective Industrial Member(s) will work together in the most efficient way to protect the invention in the best possible way. Both will agree on the countries in which patent applications should be filed and the scope of the respective claims. This cooperation includes, without limitation, the provision of all draft patent applications and any other relevant correspondence and interaction exchanged with patent offices and patent attorneys in good time to the respective Industrial Members so that they are able to give their input thereto. Furthermore, the respective Academic Member(s) shall always inform the respective Industrial Member(s) well in advance of any costs they are going to incur.

- i. In case an Industrial Member chooses to acquire an exclusive license, the respective Academic Member(s) and the respective interested Industrial Member will enter into good faith negotiations about the terms of such an exclusive license. The calculation of this license fee will take into account the economic significance of the invention for the respective Industrial Member(s) as well as, where necessary, costs of patent rights incurred and any further research and development activities necessary for the commercialization of a product.

Notwithstanding the foregoing and whether agreement can be reached on the terms for the acquisition of an exclusive license, the Industrial Members shall in any case keep the right to acquire a non-exclusive license, subject to the provisions foreseen hereunder for such an acquisition.

- j. Intellectual property and potential intellectual property will be disclosed to the IAB in the form of an invention disclosure or a provisional patent. Academic Members will pay the

fees for conversion of an invention disclosure to a provisional patent after the 60-day exclusive IAB evaluation period.

- k. Any CADMIM-generated intellectual property that was not licensed during the 60-day exclusive IAB evaluation period by cash-paying Industrial Members or in-kind Industrial Members that contributed to the project that generated the invention can then be licensed by the remaining In-Kind members or non-IAB entities. All non-IAB licenses will be fee bearing. A license for an Industrial Member for intellectual property disclosed while that Industrial Member was not an active member of the Center will also be fee bearing.
2. Pre-existing intellectual property: No CADMIM Academic or Industrial Member shall have any claim or right to proprietary intellectual property ("PIP") of another CADMIM Academic or Industrial Member when the PIP is used in CADMIM research. The CADMIM Academic or Industrial Member who owns the PIP can provide the PIP under terms which limit its use to CADMIM research only, with confidentiality provisions if appropriate.
3. New Inventions: New Inventions are defined as any protectable intellectual property that is conceived and reduced to practice during the course of CADMIM research. A CADMIM Academic or Industrial Member shall own all right, title, and interest in New Inventions conceived and reduced to practice solely by employees, agents or consultants of that CADMIM Academic or Industrial Member during the term of this Agreement. For all New Inventions conceived and reduced to practice jointly by employees, agents or consultants of more than one CADMIM Academic or Industrial Member ("Joint New Inventions"), those CADMIM Academic or Industrial Members shall jointly own an equal, undivided interest in such Joint New Inventions. With respect to patents and patent applications, ownership of the New Inventions shall be determined by inventorship of the claimed subject matter, which shall in turn be determined according to U.S. Patent law.
4. Regarding software developed by CADMIM (Article I in the membership agreement): Each Industrial Member shall advise each Academic Member or Affiliated University holding an ownership interest in the Center Sponsored Software of interest in writing within sixty (60) days following Academic Member's/Affiliate University's disclosure as to whether or not it elects to secure a license in said CADMIM Software.

Article 15: Changes to Bylaws

1. These bylaws may be amended as necessary to accomplish CADMIM's objectives. Proposed bylaw changes are approved by the Executive Committee and the Industrial Advisory Board. Approval of a bylaw change by the IAB requires a quorum and approval by at least two-thirds (2/3) of the voting IAB members present (in person or by proxy).