
CENTER BYLAWS

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Article I. Introduction

1. The following Bylaws will be used to govern the *Wood-Based Composites Center Industry/University Cooperative Research Center (WBC I/UCRC)*.
2. The Bylaws can be amended at any time, in accordance with university policy as determined by the University Policy Committee, through an affirmative vote of two thirds of the Industry Advisory Board (IAB) Executive Committee. In the event of a dispute involving the Bylaws, Members agree to enter into arbitration for resolution, and further agree that all parties entering into arbitration will collectively select an arbitrator, determine location, and share equally in all costs associated with the process, regardless of outcome.
3. The WBC I/UCRC is a multi-site National Science Foundation (NSF) Center comprised of the following Sites:
 - Virginia Polytechnic Institute and State University (Virginia Tech)
 - Oregon State University

Additional Partner Universities, though not identified as sites by the NSF, are fully participating universities, engaged in research through sub-contracts with Virginia Tech and Oregon State University.

4. These Bylaws augment the *WBC I/UCRC Membership Agreement (Appendix A)*. If inconsistencies are identified between the Bylaws and Membership Agreement, the Membership Agreement takes precedence.

Article II. Purpose and Intent

1. **Vision Statement.** It is the vision of the WBC I/UCRC to be the leading source for fundamental research and education in wood-based composites.
2. **Mission Statement.** The mission of the WBC I/UCRC is to advance the science and technology of wood-based composite materials by:



An NSF Industry/University Cooperative Research Center

www.wbc.vt.edu

- a. Promoting and coordinating wood-based composites research and education at leading universities across North America,
 - b. Attracting students to careers in the wood-based composites and adhesion industries,
 - c. Providing continuing education to the wood-based composites industry,
 - d. Providing a forum for intellectual exchange and interaction among professionals and students interested in the manufacture and performance of wood-based composites, adhesion and adhesives, and materials science.
3. **Research (Technology) Roadmap.** WBC I/UCRC research will focus on pre-competitive research determined to meet the needs of center members and the capabilities of affiliated faculty. Center Research Themes and Member-Generated Research Topics are used to guide research planning.
- a. **Research Themes.** Center Research Themes, used to develop project proposals, are developed and periodically reviewed by the Industry Advisory Board Technical Committee (TC) and posted on the center’s website. They will be approved and/or updated at least once every three years.
 - b. **Member-Generated Research TOPICS.** IAB Technical Committee members submit Member-Generated Research TOPICS annually based on their specific research interests. IAB TC members rate the TOPICS, and during each Spring IAB meeting, develop selected TOPICS to guide the faculty when developing New Research IDEAS and Proposals. TOPICS will be posted on the Member Page of the website, and may be used in subsequent years.

Article III. Center Organization and Structure

The WBC I/UCRC organizational chart (Appendix B) defines the relational structure of the center. Details of the center structure include:

1. **National Science Foundation.** As a National Science Foundation Industry/University Cooperative Research Center, the WBC I/UCRC receives oversight and financial support from the NSF. At the discretion of the Program Director, the NSF participates in center meetings and receives annual reports from the center director.
 - a. **NSF Assessment Coordinator.** The NSF Program Director will appoint an individual to advise and oversee the operation of the Center.
2. **Members.** Center members include manufacturers, suppliers to the industry, government research laboratories, or small businesses with NSF support resulting from a prior NSF SBIR (Small Business Innovation Research) Grant. As required by the I/UCRC program, each member is aligned with a center Site (university).

Roles and Responsibilities:

- Membership Agreement(s) signed and on file with aligned Site(s)



- Attendance at all Industry Advisory Board (IAB) meetings
- Active participation on IAB Technical and Executive Committees.

A Member company that purchases more than one membership may choose to be aligned with more than one Site. Purchase of additional membership(s) provides additional benefits as outlined in Article VI, Sections 1 (Voting Rights) and 6 (Technical Advisors), and Article VII, Section 2 (Benefits of Membership) for each membership purchased.

3. **Non-Member Contributors.** Non-Member Contributors to the WBC I/UCRC may include federal, state or local agencies, professional organizations or associations, or other non-industrial members interested in supporting WBC research activities. A Non-Member Contributor is not a Member, and will be required to sign a confidentiality agreement (Appendix C) prior to participating in center activities.

Roles and Responsibilities:

- Participation handled on a case-by-case basis, as approved by the IAB Executive Committee
- Provide financial support to WBC research efforts

4. **Industry Advisory Board (IAB).** The WBC I/UCRC IAB is comprised of two committees.

- a. **IAB Executive Committee (EC).** The IAB EC is comprised of decision-making executives who budget WBC I/UCRC financial support. Each member appoints one person to serve on the EC. The EC meets annually, typically in the Spring, in conjunction with, but separate from, the IAB Technical Committee. The EC is led by a Chairperson, who serves for two years. Terms begin on August 1 of each odd-numbered year (opposite the IAB TC Chair, who is appointed during even-numbered years). EC members serve as Chair on a rotating basis, and are appointed at the IAB EC meeting prior to the end of the current Chair's term. Appointments are made by the center's leadership team (directors and managing director), with input from the current IAB EC Chair. IAB EC members are invited to serve in the role and should communicate their interest to the leadership team. The Chair agrees to be the EC point of contact during his/her two-year tenure.

Roles and Responsibilities:

- Strategic planning (w/Center leadership)
- Establish and oversee Center bylaws
- Review membership contributions/benefits
- Review Center vision, mission and objectives
- Review Center metrics
- Manage recruiting and marketing initiatives
- Oversight of Center finances, including the approval of budgets prior to the start of each fiscal year, with the right to review financial records at any time



b. IAB Technical Committee (TC). The IAB TC is comprised of those holding senior level technical positions, preferably group leader/manager level individuals, or those with subject matter expertise. Each member company appoints up to two persons to serve on the TC. Attendance at semi-annual IAB meetings is mandatory, though a TC member may appoint a substitute to serve in his/her place. The TC is led by an appointed Chair who serves a two-year term. Terms begin on August 1 of each even-numbered year. Appointments are made by the center’s leadership team, with input from the current IAB TC Chair. IAB TC members are invited to serve in the role and should communicate their interest to the leadership team. The Chair agrees to be the TC point of contact during his/her two-year tenure.

Roles and Responsibilities:

- Establish, review and update Center research themes
- Establish, rate, develop and update member-generated research TOPICS,
- Select and oversee research projects (competitive process), per Article VI of the Bylaws
- Review and provide feedback on proposed and current research
- Provide recommendations/feedback to the IAB EC
- Individual TC members, or their designee, agree to serve as Technical Advisors (TA) for funded research projects, as specified in Article VI. Section 6 (Technical Advisors)
- Individual TC members, or their designee, may agree to serve as an IAB TC Lead for funded research projects, as specified in Article VI. Section 7 (Technical Committee Leads)

5. **Center Academic Leadership Team.** The Center Academic Leadership Team (ALT) is comprised of the Center (Site) Directors and the Managing Director. Internal to the academic system, the Academic Leadership Team reports to the respective University Policy Committee, as described in Article III, Section 5d. If any member of the ALT is found ineffective in the management of his/her Site and/or the overall Center, the IAB EC, in consultation with the appropriate University Policy Committee, members of the ALT, and the NSF, can recommend a change in leadership.

a. **Center Director(s).** Center Directors (also referred to as Co-Directors or Site-Directors) are experienced faculty members from each of the Center’s Sites, and will be approved by the IAB EC in consultation with the NSF. Each Center Director has overall responsibility for Center activities at their Site, in addition to a collaborative role in overall Center leadership.

Roles and Responsibilities:



- Lead Site activities and business, including financial administration not managed by Managing Director
 - Act as the primary contact for Site
 - Oversee Site’s research program and funded projects, including sub-awards
 - Seek supplemental funding opportunities in support of Center mission
 - With Center ALT:
 - i. Lead overall operation of the Center
 - ii. Recruit members
 - iii. Respond to Center Member recommendations
 - iv. Oversee Center management and administration
- b. **Managing Director.** The Managing Director is appointed by the Center Directors, and cost is shared equally by all Sites. He or she reports administratively to the Center Directors, and functionally to the IAB Executive Committee.

Roles and Responsibilities:

- Management and administration of Center
 - ✓ Internal: Financial management, meetings, website, annual reports, metrics, communications, template development and use, member voting and ranking records, Center bylaws, other reports,
 - ✓ External: Recruiting, marketing, outreach, communications,
 - ✓ Sites/Partner Universities: Support Site Director(s), manage data collection and reporting responsibilities, compile annual reports,
 - Recruit members,
 - Coordinate execution of Strategic Plan.
- c. **University Policy Committee.** Each Site will establish a University Policy Committee (UPC). For Oregon State University, the UPC will be comprised of the College of Forestry Associate Dean for Research, Forestry Research Administrator, Forestry Financial & Accounting Manager, and Department of Wood Science & Engineering Head. For Virginia Tech, members will include the Dean of College of Natural Resources and Environment, VP for Research, and Head of the Department of Sustainable Biomaterials. There will be no overlap between the ALT and each Site’s UPC.

Roles and Responsibilities:

- Facilitate the operation of Site/Center
 - Ensure Site operates within university guidelines and fiscal policies
6. **Academic Participants.** Includes Partner Universities and all faculty investigators.
- a. **Partner Universities.** Though not formally recognized as I/UCRC Sites, other universities can participate as Partner Universities, and can engage in research through sub-contracts with Virginia Tech and Oregon State University. As such, and prior to the



release of funds to support research, Partner Universities agree to sign and abide by the requirements of the *Partner University Membership Agreement* (Appendix D) and Center bylaws. Partner Universities are not required to provide financial support for Center operations, but faculty must leverage research funding requests through contributions from their departments or colleges in order to offset funding requests. Partner Universities are encouraged to recruit new members to the Center. If enough new members are recruited to meet the NSF requirements, a Partner may submit a proposal to the NSF to become a Site, with prior approval of the IAB EC.

- b. **Faculty.** Center Faculty includes investigators from any WBC university, either Site or Partner University.

Roles and Responsibilities:

- Develop and present project proposals, to include budgets, deliverables and milestones
- Seek avenues for additional funding opportunities, such as tuition waivers, assistantship support, etc.
- Limit initial (first) proposal to a maximum of one year of funding and complete inaugural project before additional proposals are submitted. Subsequent projects can request more than one year of funding
- Use qualified graduate or undergraduate student(s) to conduct Center research,
- Principal Investigators (PI) manage funded project(s)
- Satisfy TA communication requirements as defined in Article VI, Section 6
- Provide semi-annual progress reports to IAB TC, typically during IAB Meetings,
- On request, provide semi-annual progress and outcomes to Managing Director for all required reporting
- Recruit members to the Center
- Abide by Membership Agreement
- Project PI must immediately communicate circumstances that will significantly delay research progress to the Managing Director and appropriate Site Director
- PI must start new research projects within 12 months of the award date. Otherwise, funding requires reapproval by the IAB TC during the next meeting

Article IV. Confidentiality

All parties involved in the WBC I/UCRC (CENTER), hereby called PARTICIPANTS, agree to abide by the Center's confidentiality requirements defined below:

1. **Confidential Information:** Confidential information includes any WBC I/UCRC information, technical data or know-how including, but not limited to that which is related to research,



ideas, inventions, software developments, product or process developments, drawings and/or illustrations, activities, services, or finances of the Center, regardless of whether such information is designated as “Confidential Information” at the time of disclosure.

2. **Disclosure Period:** This bylaw governs only that Confidential Information disclosed during the period commencing on the date of a fully executed Membership Agreement/Partner University Membership Agreement, and continuing for a period of one year after cancellation of membership/completion of sub-contract.
3. **Obligations of Confidentiality.** PARTICIPANTS shall have the following obligations with respect to any Confidential Information disclosed by the Center:
 - a. PARTICIPANTS shall not disclose the Confidential Information of the Center to third parties without the prior written consent of Center,
 - b. PARTICIPANTS shall disclose the Confidential Information of Center solely to those of its employees who have a need to know the Confidential Information, who are then also bound by the obligations set forth in this bylaw,
 - c. PARTICIPANTS shall not file any patent applications containing any claim to any subject matter derived from the Confidential Information disclosed by Center,
 - d. Outside of the above obligations, Confidential Information may be shared by PARTICIPANTS with a court or governing body as required by law, but not before notifying the Center of the required disclosure.
 - e. The obligations of confidentiality set forth herein shall not apply to Confidential Information that (a) was already known by PARTICIPANTS, (b) is now or becomes known to the public generally without action or default of Participant, or (c) is acquired by Participant in good faith from a third party and not in violation of any confidentiality obligation of such third party.
4. **Guest Participants and Confidentiality.** Prior to participation in any WBC function or activity, guests will be required to sign the WBC I/UCRC Confidentiality Agreement. Managing Director or Director can make minor changes to the Confidentiality Agreement, at which time they are to communicate changes to the IAB EC prior to the event.

Article V. Center Operation

The WBC I/UCRC will operate on a fiscal calendar beginning August 1st each year.

1. **Meetings.** The WBC IAB TC will meet on a semi-annual basis at locations previously determined by the TC. The IAB EC will meet annually, typically each spring, or as determined by the group. A separate faculty meeting will take place during each IAB meeting. The University Policy Committee will meet as necessary to discuss any issues or changes in policy affecting the



Center. During meetings that involve only the Technical Committee, two Member representatives are allowed to participate at no cost; additional participants are charged a fee of U.S. **\$395 per person**, as approved by the IAB EC. A third person may attend at no additional charge when the Executive Committee meets.

2. **Reporting.** The Center Directors and Managing Director will provide a presentation on the state of the center at each IAB Meeting. An annual report to the NSF is required on a due date determined by the NSF Program Director. Additional reporting may also be required by the NSF. Center Directors will provide university-level reports, as required. Center Faculty will provide required reports and updates for sponsored research projects as determined by the IAB TC.
3. **Leveraged Funding Opportunities.** Any Center (Site) Director, may pursue, with the support of the IAB TC, outside funding opportunities to supplement the research of the Center.
4. **Endowment.** The center shall maintain an endowment for the purpose of covering operating expenses during difficult financial times, or for other uses agreed upon by the Executive Committee. The IAB EC will vote to approve the deposit of funds into the endowment corpus fund (860212), the transfer of funds between the corpus and income/expense fund (874314), and the use of funds for center operation.

Article VI. Voting Rights and Research

1. **Voting Rights.** For IAB EC or TC issues decided by vote, each Center Member is entitled to one vote per membership. For the purpose of voting to fund new research projects, each member will have one vote for every \$1000 of membership fee. All active memberships have equal voting rights, though research voting is restricted for members funding Member-Directed or Member-Team Projects, as outlined in Article VI, Section 4. No member shall have more than the equivalent of two memberships worth of voting rights, regardless of the number of memberships they hold in the Center. In the event a member company is not represented at a meeting, remote voting is encouraged. Votes are submitted prior to the closed-door IAT TC session on Day 2. For absent members that do not return votes, attending members will decide whether voting should proceed without the absent member(s), or if the vote should be postponed and conducted remotely with all members.

Non-Member Contributors and guests are not allowed to vote.

2. **Voting.** A quorum of 75% is required before voting can occur. With the required quorum, a majority vote passes. Any vote ending in a tie does not pass.



3. **Research Project Selection.** New projects are developed using the Center’s Research Themes and Member-Generated Research TOPICS, along with guidelines and templates provided by the Managing Director. In preparation for each IAB TC meeting during which funding will be awarded for new research:
 - a. IAB TC members and/or faculty prepare new research ideas using the New Research IDEA template. TC members review and provide feedback for all submissions using the NSF-provided, online LIFE Form system. Based on member feedback, faculty may choose to submit a New Research Proposal with request for funding prior to the next TC meeting. Budgets are prepared as the basis for funding requests.
 - b. Based on fund availability, TC members make funding decisions for all current (continuing) and new projects at IAB meetings. For continuing projects, a Yes/No vote is used to determine if ongoing funding will be awarded. Each member will submit one vote. For new research proposals, the point-based voting system outlined in Section 1 above (Voting Rights) will be used. A summary report of voting outcomes will be shared and recorded as part of the meeting minutes. New proposals will be reviewed at Fall IAB meetings except in special circumstances requiring Spring meeting review.
4. **Project Funding Options.** New and existing members have several membership options. Members can change their current option, but must inform the Managing Director at least 4 months prior to start of membership year. Members may have more than one membership, including partial memberships, in order to participate in more than one funding option. Details of membership options related to project funding include:
 - a. Open Innovation (Voting) Membership. Members pool funds and vote on project proposals submitted by faculty.
 - i. Cost of membership equals the current annual member fee
 - ii. Member is allowed one vote for every \$1000 of member fee paid
 - iii. Member renews membership annually at current annual member fee
 - iv. Members may purchase multiple voting memberships; voting cannot exceed two memberships, as described in Article VI, Section 1.
 - v. Open Innovation memberships must be purchased at the start of each membership year, and expire at the end of each membership year. Votes cannot carry over into subsequent years
 - b. Member-Directed Project Membership. Member proposes a new research project and works with center leadership to identify a faculty Principal Investigator (PI). The member and PI develop a project proposal and budget.
 - i. Cost of annual membership equals full, annual cost of project, or annual (voting) member fee, whichever is greater



- ii. If annual cost of Member-Directed project is less than current annual member fee, excess funds are returned to the Open Innovation funds pool and member retains 1 vote per \$1000 of excess. Voting cannot exceed two memberships, as defined in Article VI, Section 1
 - iii. Project duration is equal to the time planned by PI and member (less than one year, or multiple years). Duration may be extended if approved by member, in which case member pays additional cost
 - iv. Sponsoring member serves as Technical Advisor and IAB TA Lead, as described in Article VI, Sections 6 and 7, below
 - v. Sponsoring member and PI may agree to scope changes; member pays any additional costs
- c. Member-Team Project Membership. Two or more members propose a new project, and work with center leadership to identify a faculty Principal Investigator (PI). Member-Team and PI develop a project proposal and budget.
- i. Member-Team pays shared annual project cost, not less than annual (voting) member fee/year/member for project duration. Funds exceeding the actual project cost (if any) are directed to the Open Innovation funds pool. Each member retains one vote per \$1000 excess. Voting cannot exceed two memberships, as defined in Article VI, Section 1
 - ii. Project duration and membership commitment is equal to the time planned by the PI and Member-Team (less than one year, or multiple years). Duration may be extended if approved by the members; members share any additional cost
 - iii. Sponsoring members serve as Technical Advisors, described in Article VI, Section 6 below. One of the team members serves as IAB TC Lead, as described in Article VI, Section 7. All center members are encouraged to participate as Technical Advisors.
 - iv. Sponsoring members and PI may request scope changes; team members share any additional costs
 - v. Each member company can only support one Member-Team Project at a time
5. **Continuation of Funded Projects**. Projects are funded for a twelve-month period, after which time, the IAB TC will review progress and determine whether funding will continue for another year.



- a. For planning purposes, all proposals will contain estimates of project expenses for the second, or subsequent, years. Actual budget expenditures will be included in annual reports, along with a budget request for continued funding
 - b. The Managing Director will provide guidelines and templates to be used for project update posters and presentations, annual reporting, and budgets
 - c. Decisions of continued funding can occur at Fall IAB meetings, unless circumstances require a Spring review
6. **Technical Advisors.** The IAB TC will appoint a group of Technical Advisors (TA) for each funded project. The function of the TA group is to provide guidance and focus for projects, working through its Principal Investigator (PI) with the following conditions:
- a. At least two TAs will be assigned to each project, including Member-Directed and Member-Team Projects
 - b. A member company must appoint a TA to at least one active project
 - c. Students are allowed to contact a TA with prior approval of the project's PI
 - d. A TA does not have authority to change the scope of a project, but may recommend changes to the PI
 - e. PI will communicate with the TA group prior to the project's start date
 - f. Once a project is approved, PI must seek input from the TA group for any changes in the project's scope, and approval from the full IAB TC
 - g. TA will participate in conference calls scheduled by PI at least twice a year. The calls will serve to update the TA group on project activities, and will be held between semi-annual IAB meetings.
7. **Technical Committee Leads.** The IAB TC will appoint a Technical Committee Lead (TC Lead) for each funded project. The function of the TC Lead is to provide an overview of member feedback to the IAB TC during closed-door sessions, a written summary statement for the projects following TC discussion and agreement (to be shared with PIs and included in meeting minutes), and oversight of research project performance against promised deliverables. The following conditions apply to the TC Lead role:
- a. TC Leads will be appointed when a project is newly funded, and will also serve as TA for the project
 - b. A TC member may not be TC Lead for more than two projects
 - c. If a TC Lead is unable to attend an IAB meeting, s/he will assign, with the Managing Director, another to act in their place
 - d. The TC Lead may not exert control or influence over a project without full buy-in by the TA group. One-on-one discussions regarding project methods or direction between a PI and TC Lead are discouraged.



Article VII. Center Membership: Sponsorship, Benefits and Recruiting

1. **Sponsorship:** The WBC I/UCRC membership fee, established by the IAB EC, will be due prior to the effective membership year (currently August 1) unless other payment arrangements (approved by the Site’s Director) are in place. Additional memberships, with full benefits, may be purchased at the start of a fiscal year. A Member may elect to provide additional funds to sponsor a specific research effort, a “Member-Directed”, or “Member-Team” Project, though are not allowed to exceed the voting allowances outlined in Article VI, Section I (Voting Rights) above. All funds are subject to the conditions defined in the Membership Agreement. The IAB EC will review and recommend member fee adjustments in consultation with the Center Academic Leadership Team, ALT.

2. **Benefits of Membership.** Benefits of participation in the WBC I/UCRC for both Members and Non-Member Contributors are defined below:
 - a. **Members.**
 - Focused research effort, driven by industry needs and input
 - Voting rights in the selection and continued-funding of research projects
 - Significantly leveraged member contributions supporting wood composites research at major North American universities,
 - Low university overhead rates on member fees (10% or less),
 - Proprietary access to research results in advance of publication,
 - Access to WBC library and publications; annual reports,
 - Uniform IP agreement protects investment and provides royalty free licensing exclusive to members,
 - Recruiting efficiency; reducing member company recruiting budget with access to recent graduates,
 - Access to leading faculty and scientists at participating universities,
 - Reduced registration fees for WBC short courses,
 - Networking with industry leaders, faculty and students in a unique, collegial setting.

 - b. **Non-Member Contributors.**
 - Access to the WBC I/UCRC Annual Report, for the year(s) in which a contribution was made,
 - Additional benefits as defined on a case-by-case basis by the IAB EC.

3. **New Members, Associated Benefits.** Prospective members of the WBC I/UCRC can be identified by existing members and faculty, through professional contacts, or through direct contact with a WBC Partner University. New Memberships are subject to approval by the IAB



EC. Prior to joining the Center, a prospective member may be invited by a member of the ALT to participate in a semi-annual IAB meeting as a guest. The conditions of participation include:

- Guest may participate in all sessions, but cannot vote or otherwise attempt to influence the votes of existing Members.
- Prior to the meeting, the guest must sign a confidentiality agreement.
- A new Member can join the Center at a non-prorated fee level during the first six months of any fiscal year, or at a 50% fee level during the second half of the year. Center benefits and protections, as described in the Membership Agreement and Bylaws, take effect on the date a signed Membership Agreement AND payment is received by the Site.

4. **Intellectual Property.** Invention disclosures related to research conducted by CENTER/PARTNER personnel hereunder will be filed by the CENTER/PARTNER with its respective UNIVERSITY technology transfer office (TTO). If there are co-inventors from multiple CENTER/PARTNERS, their respective TTOs will coordinate amongst themselves to implement an Inter-Institutional Agreement (IIA) to coordinate management of the Intellectual Property. The lead CENTER/PARTNER TTO will review and finalize the invention disclosure and manage government invention reporting and rights declarations.

The *invention disclosure submission date* is the date when the lead investigator submits a disclosure statement to the TTO. The lead CENTER/PARTNER TTO will provide a copy of submitted invention disclosures within 5 business days of the invention disclosure submission date and will further update the WBC Site Director's office with any material changes to the invention disclosure within 5 business days of the change. The WBC Site Director and Managing Director will then distribute such invention disclosures and changes to then current MEMBERS within an additional 5 business days. Such invention disclosures will be treated in accordance with the confidentiality provisions of Article IV above.

The *invention disclosure date* is the date assigned by the TTO when a completed invention disclosure has been received and accepted by the TTO. Within 60 days of the assignment of the invention disclosure date by the university TTO, the lead inventor in coordination with the WBC Site Director will set up a teleconference with the MEMBERS to brief the MEMBERS on the invention and respond to their questions. Within 90 days of the teleconference, interested MEMBERS in cooperation with the respective CENTER/PARTNER of the personnel submitting the invention disclosure may exercise its right to a license in accordance with Section G of the Membership Agreement to participate in a patent application based upon the accepted invention disclosure. By exercising this option, a MEMBER will be agreeing to pay patenting costs, equally sharing them with all other MEMBERS who have exercised their option. Rights are only transferrable in the countries that the MEMBER has shared in the patent costs. In the



event a provisional patent application is filed, only MEMBERS that “opt-in” to the provisional patent will be eligible for the full-patent option. MEMBERS will communicate their decision to the Managing Director at any time during the 90-day period. MEMBERS may contact the Managing Director to inquire about how many MEMBERS have “opted-in,” but under no circumstances can MEMBERS be identified by name.

Options to intellectual property rights are only available to active MEMBERS. For the purposes of licensing rights, active membership is defined as having an executed membership agreement in place and current on account (fee payment) as of the *invention disclosure submission date*. MEMBERS may choose to “opt-out” of the process at any time.

Procedurally, after MEMBERS make their decision, the Site Director’s office will notify the CENTER/PARTNER TTO as follows:

- a. If multiple MEMBERS exercise their right to a license in accordance with Section G of the Membership Agreement:
 - i. CENTER/PARTNER TTO will proceed with patent prosecution according to the policies and procedures in place at the CENTER/PARTNER TTO;
- b. If a single MEMBER exercises its right to a license in accordance with Section G of the Membership Agreement:
 - i. CENTER/PARTNER TTO will negotiate in good faith with the MEMBER for an exclusive license and manage patent prosecution and receive reimbursement directly from such MEMBER according to its normal practices;
- c. If no MEMBER exercises their right to a license in accordance with Section G of the Membership Agreement:
 - i. CENTER/PARTNER TTO will manage the relevant invention disclosure according to its normal practices for managing its own Intellectual Property portfolio.

Article VIII. Publication/Presentation of Center Supported Research

As outlined in Section F. of the Membership Agreement.

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Appendix A:

Membership Agreements



Wood-Based Composites Center (WBC)

A National Science Foundation Industry/University Cooperative Research Center

Membership Agreement

This Agreement is made this _____ day of _____ by and between Oregon State University (hereinafter called "UNIVERSITY"), for its Forest Research Laboratory, and _____ (hereinafter called "COMPANY") for the purposes of participating in the Wood-Based Composites Center (WBC, hereinafter called "CENTER"), which is defined as all CENTER research sites funded by the Industry/University Cooperative Research Center 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, the WBC (hereinafter called "CENTER"), at UNIVERSITY and other participating university sites to maintain a mechanism whereby the university environments can be used to perform research on wood-based composite materials and applications, the parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff, and students at the UNIVERSITY. For the five years comprising Phase II, the CENTER will be supported jointly by participating organizations such as industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional 5 years as a Phase III Center.

B. Any COMPANY, Federal Research and Development organization, State organization, or any Government-owned Contractor Operated laboratory may become a sponsor of the CENTER (hereinafter called "MEMBERS"), consistent with applicable state and federal laws and statutes.

C. COMPANY agrees to contribute \$35,000 annually, or an amount agreed upon through majority vote of the Industry Advisory Board's Executive Committee, in support of the CENTER and thereby becomes a MEMBER. Payment of these membership fees shall be made to the UNIVERSITY through which the COMPANY exercises its membership in the CENTER as a lump sum due July 1st of each year of sponsorship, unless arrangements for installment payments are made between COMPANY and UNIVERSITY. Checks from COMPANY should be made payable to Oregon State University, reference WBC Membership, and be mailed to:

Office for Sponsored Research and Award Administration
312 Kerr Administration Bldg., Corvallis, OR 97331-2140

Because research of the type to be conducted by the CENTER takes time and research results may not be obvious immediately, the COMPANY should join CENTER with the intention of remaining a fee-paying member for at least two years. However, COMPANY may terminate this Agreement by giving UNIVERSITY 90 days of written notice prior to the termination date.

D. The organization and operation of CENTER must be in accordance with this document. Additional CENTER bylaws may be adopted at any Industrial Advisory Board meeting. When adopted, such additions will become part of this Agreement.

E. There will be an Industrial Advisory Board (IAB) comprised of an Executive Committee and a Technical Committee. Each committee will be composed of one representative from each MEMBER. The Technical Committee makes recommendations on the research projects to be conducted by CENTER, and the apportionment of resources to these research projects. The Executive Committee is responsible for changes in the bylaws.

F. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. COMPANY, however, shall have the opportunity to review any paper or presentation containing results of the research program of CENTER prior to publication/presentation of the paper, and shall have the right to request a delay in publication for a period not to exceed one year from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to COMPANY. Requests for delay must be submitted to the Managing Director.

G. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY whose personnel generated the invention. Such UNIVERSITY, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "marchin" rights as set forth in this Act. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees related to patent expenses. UNIVERSITY agrees that all such CENTER sponsors are entitled to obtain a nonexclusive royalty-free license to inventions generated during their membership period, which will be written up in a separate license agreement by the UNIVERSITY who owns the intellectual property. COMPANY will have the right to sublicense to its subsidiaries and affiliates. If only one COMPANY elects a license, that COMPANY has an option to negotiate an exclusive fee-bearing license from UNIVERSITY. If COMPANY takes an exclusive license it would have the right to sublicense to its subsidiaries and affiliates.

H. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by CENTER. COMPANY shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER for its use. COMPANY will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated at the time of a license, based on the worth of the initial software.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed according to UNIVERSITY'S policy.

J. Neither party is assuming any liability for the actions or omissions of the other party. Each party will hold the other party harmless against 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 results from the negligence of a party's agents or employees.

K. UNIVERSITY'S liability is subject to the limitations and restrictions of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

COMPANY

UNIVERSITY

Name:
Title:
Date:

Name: Frederick A. Kamke
Title: Professor and Director, WBC I/UCRC
Date:

Name: Anthony S. Davis
Title: Associate Dean of Research, College of Forestry
Date:

Accepted by Authorized Representative

Name:
Title:
Office for Sponsored Research & Award Administration
Date:

Wood-Based Composites Center (WBC)

A National Science Foundation Industry/University Cooperative Research Center

Membership Agreement

This Agreement is made this _____ day of _____ by and between Virginia Polytechnic Institute and State University (Virginia Tech, hereinafter called "UNIVERSITY") and _____ (hereinafter called "MEMBER") for the purposes of participating in the Wood-Based Composites Center (WBC, hereinafter called "CENTER"), which is defined as all CENTER research sites funded by the Industry/University Cooperative Research Center 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, the WBC (hereinafter called "CENTER"), at UNIVERSITY and other participating university sites to maintain a mechanism whereby the university environments can be used to perform research on wood-based composite materials and applications, the parties hereby agree to the following terms and conditions:

A. CENTER will be operated by certain faculty, staff, and students at the UNIVERSITY. For the five years comprising Phase II, the CENTER will be supported jointly by participating organizations such as industrial firms, Federal laboratories, the National Science Foundation (NSF), the State, and the UNIVERSITY. It is possible that the UNIVERSITY may receive support from NSF for an additional 5 years as a Phase III CENTER.

B. Any Company, Federal Research and Development organization, State organization, or any Government-owned Contractor Operated laboratory may become a sponsor of the CENTER (hereinafter called "MEMBERS"), consistent with applicable state and federal laws and statutes.

C. MEMBER agrees to contribute \$35,000 annually, or an amount agreed upon through majority vote of the Industry Advisory Board's Executive Committee, in support of the CENTER. Payment of these membership fees shall be made to the UNIVERSITY through which the MEMBER exercises its membership in the CENTER as a lump sum due July 1st of each year of sponsorship, unless arrangements for installment payments are made between MEMBER and UNIVERSITY. Checks from MEMBER should be made payable to UNIVERSITY and mailed to:

Post-Award Administrator
Office of Sponsored Programs
Virginia Tech
North End Center, Suite 4200
300 Turner Street NW
Blacksburg, VA 24061

Because research of the type to be conducted by the CENTER takes time and research results may not be obvious immediately, the MEMBER should join CENTER with the intention of remaining a fee-paying member for at least two years. However, MEMBER may terminate this Agreement by giving UNIVERSITY 90 days of written notice prior to the termination date.

D. The organization and operation of CENTER must be in accordance with this document. Additional CENTER bylaws may be adopted at any Industry Advisory Board meeting. When adopted, such additions will become part of this Agreement.

E. There will be an Industry Advisory Board (IAB) comprised of an Executive Committee and a Technical Committee. Each committee will be composed of one representative from each member. The Technical Committee makes recommendations on the research projects to be conducted by CENTER, and the apportionment of resources to these research projects. The Executive Committee is responsible for changes in the bylaws.

F. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any research performed by CENTER. MEMBER, however, shall have the opportunity to review any paper or presentation containing results of the research program of CENTER prior to publication/presentation, and shall have the right to request a delay in publication for a period not to exceed one year from the date of submission to MEMBER, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to MEMBER. Requests for delay must be submitted to the Managing Director.

G. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY. whose personnel generated the invention. Such UNIVERSITY, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to “marchin” rights as set forth in this Act. MEMBERS that wish to exercise rights to a royalty-free license agree to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees related to patent expenses. UNIVERSITY agrees that all such CENTER sponsors are entitled to obtain a nonexclusive royalty-free license to inventions generated during their membership period, which will be written up in a separate license agreement by the UNIVERSITY who owns the intellectual property. MEMBER will have the right to sublicense to its subsidiaries and affiliates. If only one MEMBER elects a license, that MEMBER has an option to negotiate an exclusive fee-bearing license from UNIVERSITY. If MEMBER takes an exclusive license it would have the right to sublicense to its subsidiaries and affiliates.

H. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by CENTER. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER for its use. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated at the time of a license, based on the worth of the initial software.

I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed according to UNIVERSITY’S policy.

J. Neither party is assuming any liability for the actions or omissions of the other party. Each party will hold the other party harmless against 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 results from the negligence of a party’s agents or employees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written. By signing this Agreement MEMBER acknowledges that this Agreement supersedes and replaces any terms and conditions of Purchase Order or other financial document(s) used to make payment(s).

MEMBER

Name:

Title:

Date:

UNIVERSITY

Name: Charles E. Frazier Date: _____

Title: WBC Director and Professor

Name: Date: _____

Title: CNRE Dean or SBIO Department Head

Name: Kamala Upadhyaya Date: _____

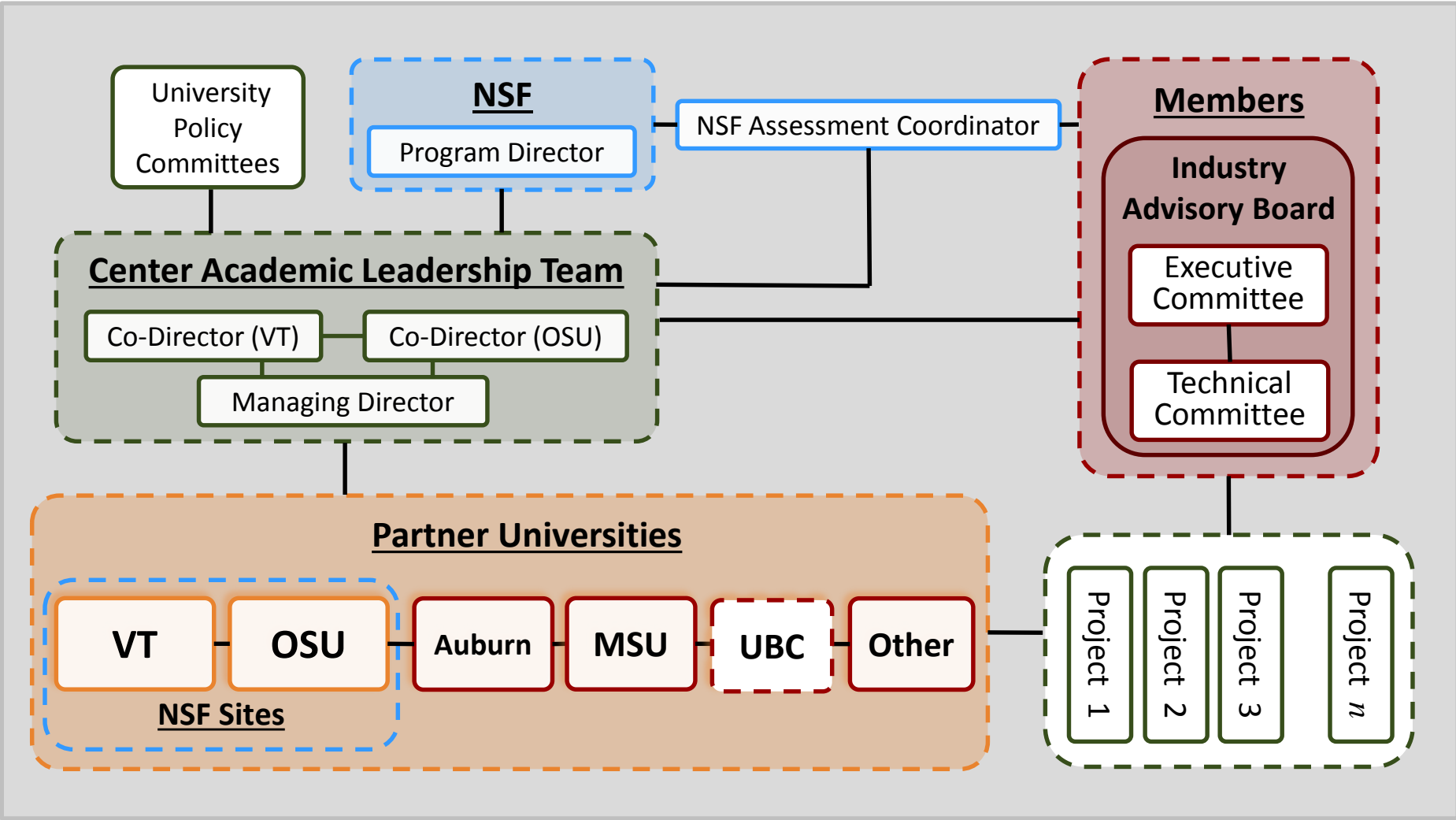
Title: Sr. Dir. for Sponsored Programs – Post Award

Appendix B:

Center Organization and Structure



WBC I/UCRC Organizational Structure



Appendix C:

WBC I/UCRC Confidentiality Agreement





Wood-Based Composites Center I/UCRC Confidentiality Agreement



This CONFIDENTIALITY AGREEMENT is made and entered into as of _____, 20____, by and between _____, hereby referred to as GUEST, and the Wood-Based Composites Center I/UCRC, referred to as CENTER. It is understood and agreed to that GUEST, in its association with and/or evaluation of the CENTER for the purpose of _____, may have access to certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under the CENTER *Membership Agreement* and *Bylaws*, it is agreed that:

1. **Confidential Information.** Confidential information includes any WBC I/UCRC information, technical data or know-how including, but not limited to that which is related to research, ideas, inventions, software developments, product or process developments, drawings and/or illustrations, activities, services, or finances of CENTER, regardless of whether such information is designated as “Confidential Information” at the time of the disclosure.
2. **Confidentiality Period.** This agreement governs only that Confidential Information disclosed to GUEST during the period commencing on the Effective Date of this Agreement and continue for a period of three years thereafter.
3. **Obligations of Confidentiality.** GUEST shall have the following obligations with respect to any Confidential Information disclosed by CENTER:
 - A. GUEST shall not disclose the Confidential Information of CENTER to third parties without the prior written consent of CENTER,
 - B. GUEST shall disclose the Confidential Information of CENTER solely to those of its employees and/or Affiliates who have a need to know the Confidential Information, who are then also bound by the obligations set forth in this Agreement,
 - C. GUEST shall not file any patent applications containing any claim to any subject matter derived from the Confidential Information disclosed by CENTER,
 - D. GUEST will not copy any meeting materials provided, and at the conclusion of the meeting, will return all materials to CENTER. No meeting materials, in any form, shall be retained by GUEST,
 - E. Outside of the above obligations, Confidential Information may be shared by GUEST with a competent governmental or other regulatory authority as required by law, but now before notifying the CENTER of the required disclosure.
 - F. The obligations of confidentiality set forth herein shall not apply to Confidential Information that (a) was already known by GUEST, (b) is now or becomes known to the public generally without action or default of GUEST, or (c) is acquired by GUEST in good faith from a third party and not in violation of any confidentiality obligation of such third party.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information (GUEST): _____

Name (Print or Type): _____

Signature: _____ Date: _____

Discloser of Confidential Information: WBC Center I/UCRC

Name (Print of Type): _____

Signature: _____ Date: _____

Appendix D:

Partner University Membership Agreements



Wood-Based Composites Center (WBC)

A National Science Foundation Industry/University Cooperative Research Center

Partner University Membership Agreement

This Agreement ("Agreement") is made this _____ day of _____ by and between the Wood-Based Composites Center (hereinafter called "CENTER") NSF Site: The State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University ("OSU") (hereinafter called "SITE") and _____ (hereinafter called "PARTNER") for the purpose of defining the privileges and obligations of participating in CENTER activities and research through subcontract with SITE. PARTNER agrees to the following:

1. As determined by the Center Industry Advisory Board, and in accordance with NSF overhead policy, research subcontracts originating from SITE (from CENTER membership fees) will be directed to PARTNER, with overhead return not greater than 10%.
2. The participation of PARTNER will not compromise or alter CENTER membership benefits and responsibilities as described in the Membership Agreement between SITE(s) and Industry Member(s) ("MEMBER" or "MEMBERS"), hereinafter referred to as "Membership Agreement".
3. The participation of PARTNER in CENTER funded research affords PARTNER with the intellectual property rights and disclosure responsibilities as described below in Section 4.
4. PARTNER agrees to abide by the terms and conditions of this Section 4 which are in accordance with the Membership Agreement.
 - a. The organization and operation of CENTER must be in accordance with the Membership Agreement. Additional CENTER bylaws may be adopted at any Industry Advisory Board meeting. When adopted, such additions will become part of this Agreement.
 - b. There will be an Industry Advisory Board (IAB) comprised of an Executive Committee and a Technical Committee. Each committee will be composed of at least one representative from each MEMBER. The Technical Committee makes recommendations on the research projects to be conducted by CENTER, and the apportionment of resources to these research projects. The Executive Committee is responsible for changes in the bylaws.
 - c. PARTNER reserves the right to publish in scientific or engineering journals the results of any research performed by PARTNER. PARTNER will submit any proposed publications to the Managing Director of CENTER, who will notify MEMBERS and distribute publications to MEMBERS. Per the Membership Agreement, any MEMBER shall have the opportunity to review any paper or presentation containing results of the research program of PARTNER prior to publication/presentation, and shall have the right to request a delay in publication for a period not to exceed one year from the date of submission to the Managing Director, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to the Managing Director. The Managing Director will advise PARTNER of any MEMBER'S request for delay, which would have been submitted to the Managing Director per the Membership Agreement.
 - d. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the PARTNER shall belong to PARTNER whose personnel generated the invention. Such PARTNER, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. Per the Membership Agreement, MEMBERS that wish to exercise rights to a royalty-free license have agreed to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees related to patent expenses. PARTNER agrees that all such CENTER sponsors are entitled to obtain a nonexclusive royalty-free license to inventions generated during their membership period, which will be written up in a separate license agreement by

the PARTNER who owns the intellectual property. Per the Membership Agreement, MEMBERS have the right to sublicense to their subsidiaries and affiliates. If only one MEMBER elects a license, that MEMBER has an option to negotiate an exclusive fee-bearing license from PARTNER. If MEMBER takes an exclusive license, it would have the right to sublicense to its subsidiaries and affiliates.

- e. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by PARTNER. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by PARTNER for its use. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to PARTNER to be negotiated at the time of a license, based on the worth of the initial software.
 - f. Any royalties and fees received by PARTNER under this Agreement, over and above expenses incurred, will be distributed according to PARTNER'S policy.
 - g. Each party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of the party and its officers, employees, and agents. OSU's liability is subject to the limitations and restrictions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).
- 5. PARTNER will be represented at every semi-annual WBC IAB meeting while conducting Center research, using travel funds approved for funded projects. Students conducting research should participate and present updates whenever possible, again using funds approved for research projects. Quarterly updates to a project's Technical Advisors are required during the course of each funded project, and are a condition of invoice approval by funding SITE.
 - 6. PARTNER agrees to acknowledge the WBC on any publication, presentation, or poster related to Center funded research.
 - 7. A signed Partner University Membership Agreement must be in place before the release of any funds by SITE to PARTNER.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WBC Center Site Director

PARTNER

Name: Frederick A. Kamke
Title: Co-Director, WBC I/UCRC
Date:

Name:
Title:
Date:

**THE STATE OF OREGON ACTING BY AND THROUGH
THE STATE BOARD OF HIGHER EDUCATION
ON BEHALF OF OREGON STATE UNIVERSITY**

Name (authorized official):
Title:
Date:

Copy: Managing Director (lcaudill@vt.edu)

Wood-Based Composites Center (WBC)

A National Science Foundation Industry/University Cooperative Research Center

Partner University Membership Agreement

This Agreement is made this _____ day of _____ by and between the Wood-Based Composites Center (hereinafter called "CENTER") NSF Site: Virginia Polytechnic Institute and State University (Virginia Tech) (hereinafter called "SITE") and _____ (hereinafter called "PARTNER") for the purpose of defining the privileges and obligations of participating in CENTER activities and research through sub-contract with SITE. PARTNER agrees to the following:

1. As determined by the Center Industry Advisory Board, and in accordance with NSF overhead policy, research subcontracts originating from SITE (from CENTER membership fees) will be directed to PARTNER, with overhead return not greater than 10%.
2. The participation of PARTNER will not compromise or alter CENTER membership benefits and responsibilities as described in the Membership Agreement between SITE(s) and Industry Member(s) ("MEMBER" or "MEMBERS"), hereinafter referred to as "Membership Agreement".
3. The participation of PARTNER in CENTER funded research affords PARTNER with the intellectual property rights and disclosure responsibilities as described below in Section 4.
4. PARTNER agrees to abide by the terms and conditions of this Section 4 which are in accordance with the Membership Agreement.
 - a. The organization and operation of CENTER must be in accordance with the Membership Agreement. Additional CENTER bylaws may be adopted at any Industry Advisory Board meeting. When adopted, such additions will become part of this Agreement.
 - b. There will be an Industry Advisory Board (IAB) comprised of an Executive Committee and a Technical Committee. Each committee will be composed of at least one representative from each MEMBER. The Technical Committee makes recommendations on the research projects to be conducted by CENTER, and the apportionment of resources to these research projects. The Executive Committee is responsible for changes in the bylaws.
 - c. PARTNER reserves the right to publish in scientific or engineering journals the results of any research performed by PARTNER. PARTNER will submit any proposed publications to the Managing Director of CENTER, who will notify MEMBERS and distribute publications to MEMBERS. Per the Membership Agreement, any MEMBER shall have the opportunity to review any paper or presentation containing results of the research program of PARTNER prior to publication/presentation, and shall have the right to request a delay in publication for a period not to exceed one year from the date of submission to the Managing Director, for proprietary reasons, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted to the Managing Director. The Managing Director will advise PARTNER of any MEMBER'S request for delay, which would have been submitted to the Managing Director per the Membership Agreement.
 - d. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the PARTNER shall belong to PARTNER whose personnel generated the invention. Such PARTNER, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. Per the Membership Agreement, MEMBERS that wish to exercise rights to a royalty-free license have agreed to pay for the costs of patent filing, prosecution and maintenance fees, including attorney fees related to patent expenses. PARTNER agrees that all such CENTER sponsors are entitled to obtain a nonexclusive royalty-free license to inventions generated during their membership period, which will be written up in a separate license agreement by the PARTNER who owns the intellectual property. Per the Membership Agreement, MEMBERS have the right to sublicense to their

subsidiaries and affiliates. If only one MEMBER elects a license, that MEMBER has an option to negotiate an exclusive fee-bearing license from PARTNER. If MEMBER takes an exclusive license, it would have the right to sublicense to its subsidiaries and affiliates.

- e. As determined by the IAB Technical Committee, copyright registration may be obtained for software developed by PARTNER. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by PARTNER for its use. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to PARTNER to be negotiated at the time of a license, based on the worth of the initial software.
 - f. Any royalties and fees received by PARTNER under this Agreement, over and above expenses incurred, will be distributed according to PARTNER'S policy.
 - g. Neither party is assuming any liability for the actions or omissions of the other party. Each party will hold the other party harmless against 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 results from the negligence of a party's agents or employees.
5. PARTNER will be represented at every semi-annual WBC IAB meeting while conducting Center research, using travel funds approved for funded projects. Students conducting research should participate and present updates whenever possible, again using funds approved for research projects. Quarterly updates to a project's Technical Advisors are required during the course of each funded project, and are a condition of invoice approval by funding SITE.
6. PARTNER agrees to acknowledge the WBC on any publication, presentation, or poster related to Center funded research.
7. A signed Partner University Membership Agreement must be in place before the release of any funds by SITE to PARTNER.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WBC Center Site Director

PARTNER

Name: Charles E. Frazier
Title: Director, WBC I/UCRC
Date:

Name:
Title:
Date:

**Department of Sustainable Biomaterials
College of Natural Resources and Environment**

Name:
Title: Dean or Department Head
Date:

Office of Sponsored Programs

Name: Linda R. Bucy
Title: Assistant VP and Interim Director
Date:

Appendix E:

By-Law Modification Log



By-Law Modifications Log

Date	Modification Description	By Whom
5/26/11	Bylaws approved by IAB EC.	
6/5/11	<ol style="list-style-type: none"> 1. Correct spelling error on Article II, Section 2, Line 2. 2. Added Article VI, Section 2, "Voting". 3. Modified Article VI, Section 5g. to require TS conference calls to be held every 4-8 weeks instead of every 6 months. 4. Added Membership Agreements into Appendix A. 5. Added Article IV, Section 4, "Guest Participants and Confidentiality". 6. Updated Appendix D, Confidentiality Agreement, with new version identifying US law as presiding. 	L. Caudill (outcome of 5/26/11 IAB EC meeting), approved 6/29/11.
6/29/11	Updated/improved versions of appendices content	L. Caudill (outcome of 5/26/11 IAB meeting)
7/27/11	Update Appendix H content (guidelines and presentation template) with updated version.	L. Caudill
2/28/12	<ol style="list-style-type: none"> 1. Added language in Article III, Section 4a, on fiscal oversight responsibilities of the IAB EC. 2. Added language in Article V, Section 4, on Endowment purpose and use. 3. Added language in Article VI, Section 4 defining guidelines for New Member Special Projects. 	L. Caudill (outcome of 9/21/11 IAB meeting and Director's request), approved by IAB EC 2/28/12.
5/16/12	<ol style="list-style-type: none"> 1. Article VII, Section 4. Added language based on input from VTIP office. 2. Article I, Section 1. Added language recognizing that any bylaw changes need to be in compliance with university policy, as determined by the UPC. 3. Changed department name from "Wood Science and Forest Products" to "Sustainable Biomaterials" throughout document (VT). 4. Article III, Section 5d. Added Virginia Tech Office of VP for Research to University Policy Committee. 5. Article IV, Section 4. Remove review of Confidentiality Agreement by industry member 	L. Caudill, C. Frazier, F. Kamke. Based on outcomes of VT review of bylaws, and Linda's request to remove several existing appendices. Approved by IAB EC 5/16/12.



	<p>lawyers and replace with review, as needed, by the VT and OSU Offices of Sponsored Programs (OSP).</p> <ol style="list-style-type: none"> 6. Appendix A, Membership Agreements. Change the term COMPANY to MEMBER throughout both OSU and VT agreements. 7. Appendix C (formerly Appendix D), Confidentiality Agreement. Remove Item 5, Governing Law. 8. Appendix D (formerly Appendix E), VT and OSU Partner University Membership Agreements. Add a signature line for the VT VP of Research. Change the term COMPANY to MEMBER throughout both OSU and VT agreements. 9. Removed the following Appendices: <ol style="list-style-type: none"> a. Appendix C. NSF External Evaluator Agreement b. Appendix F. Research Project Selection Process c. Appendix G. New Project Proposal Guidelines, Presentation and Budget Templates d. Appendix H. Current Project Annual Report Guidelines, Presentation and Budget Templates. 10. Modified bylaw content to accommodate removal of Appendices. Renumbered remaining Appendices. 	
<p>7/24/12</p>	<ol style="list-style-type: none"> 1. Modified Article VII, Section 4 (Intellectual Property) in an effort to further clarify the differences between the <i>invention disclosure submission date</i> and the <i>invention disclosure date</i>, and specify the actions required of each. 	<p>L. Caudill, C. Frazier, A. Cribb. Approved by the IAB EC 7/24/12.</p>
<p>4/18/13</p>	<ol style="list-style-type: none"> 1. Updated section reference to Technical Sponsor bylaw (Article VI, Section 6) within Article III, Section 2. 2. Append Article III, Section 6a (Partner Universities) to require Partner Universities to recruit and retail at least one member in order to receive research funding. 3. Article VII, Section 3 (New Members, Associated Benefits): replaced the work <i>approval</i> (by the IAB EC) to <i>review</i>. 	<p>L. Caudill. Approved by the IAB EC 4/18/13.</p>



	<ol style="list-style-type: none"> 4. Further modified Article VII, Section 4 (Intellectual Property) to clarify allowable communication during the 90-day decision period, and the member’s right to opt-out of the process at any time. 5. Modify terms of the IAB EC and IAB TC Chairs to two years each, with EC terms to begin on July 1 of even-numbered years, and TC terms on July 1 of odd-numbered years. 	
<p>4/16/16</p>	<ol style="list-style-type: none"> 1. Article I, Item 3 (Introduction): removed reference to lead site (per new solicitation); broaden definition of partner universities. 2. Article II, Section 3 (Research Themes): change research theme review from every year to <i>at least every three years</i>. 3. Article III, Section I (National Science Foundation): per new solicitation, Center will no longer be required to provide financial support for Evaluator. 4. Throughout document: change term <i>Technical Sponsor</i> to <i>Technical Advisor</i>. 5. Article III, Sections 4a and 4b (Industry Advisory Board): modify IAB TC and EC descriptions and roles/responsibilities per current practices 6. Article III, Section 5 (Center Academic Leadership Team): update language to reflect new solicitation 7. Article III, Section 5c (ALT Managing Director): add recruiting to MD responsibilities 8. Article III, Section 5d (University Policy Committee): update language to reflect new solicitation 9. Article III, Sections 6a and 6b (Academic Participants): broaden language for inclusion of additional partner universities and faculty 10. Article IV, Section 3 (Obligations of Confidentiality): grammar edits, no content changes 11. Article IV, Section 4 (Guest Participants and Confidentiality): simplify language, remove IAB EC and university Offices of Sponsored Programs need to review modifications to confidentiality agreement in the event of minor changes by directors. 	<p>L. Caudill. Approved by the IAB EC 4/6/16.</p>



	<ol style="list-style-type: none"> 12. Article VI, Section 1 (Voting Rights): clarify voting rights of all members, in particular in the event of multiple memberships. Per new solicitation, limit voting memberships to two per member. 13. Article VI, Section 3 (Research Project Selection): update content to reflect current semi-annual project review and selection process 14. Article Article VI, Section 6g (Technical Advisors): language change requiring contact with Technical Advisors quarterly rather than “every 4-8 weeks” 15. Article VII, Section 1 (Sponsorship): Per IAB EC decision in 2015, changed member fee and allowance for additional memberships (beyond one) 	
<p>5/17/17</p>	<ol style="list-style-type: none"> 1. Article III, Section 1 (National Science Foundation): Change NSF Evaluator to <i>NSF Assessment Coordinator</i>, per I/UCRC Program changes. 2. Article III, Sections 5a and 5b (Center Leadership Team): Combine current <i>Center Director</i> and <i>Co-Director</i> roles into a single role called <i>Center Director</i>, per NSF Program changes that removed the lead director/site-director format. 3. Article III, Section 6 (Academic Participants): Update <i>Faculty Roles & Responsibilities</i> to include semi-annual communication to Managing Director of research project outcomes for annual reporting. 4. Article V, Section 2 (Reporting): Add Managing Director as having responsibilities for annual reporting. 5. Article VI, Section 3 (Research Project Selection): Replace “Executive Summary” with “New Research Idea” in Section 3a. 6. Article VI, Section 3 (Research Project Selection): Add language about Y/N voting for continuing projects. Clarify point-based voting for new project proposals in Section 3b. 	<p>L. Caudill. Approved by the IAB EC 5/17/17.</p>



	<ol style="list-style-type: none"> 7. Article VI, Section 6a (Technical Advisors). Added language clarifying TA requirements for any Member Special Project. 8. Article VII, Section 1 (Sponsorship). Added language clarifying right of members to sponsor “Member Special Projects” at any time. 9. Appendix A (Membership Agreements): Replaced Phase I agreements with Phase II agreements. 10. Appendix B (Center Organization and Structure): Updated to reflect Phase II I/UCRC structure. 11. Partner University Membership Agreements): Updated Virginia Tech agreement to reflect Phase II changes from Office of Research to Office of Sponsored Programs administration. 	
4/19/18	<ol style="list-style-type: none"> 1. Article II, Section 3 (Research (Technology) Roadmap): Added Member-Generated New Research Topic to tools supporting center research direction. 2. Article III, Section 4b (IAB Technical Committee (TC)): Added responsibility for Member-Generated New Research Topic. 3. Article VI, Section 3 (Research Project Selection): Added new language to support <u>annual</u> instead of <u>semi-annual</u> new project selection. 4. Article VI, Section 7 (Technical Advisors): Changed conference call requirements from quarterly to semi-annual (between IAB meetings). 5. Throughout document: Changed start of fiscal year from July 1 to August 1 to reflect NSF Phase II award date. 	L. Caudill. Approved by the IAB EC 4/19/18.
4/18/19	<ol style="list-style-type: none"> 1. Article III, Section 4b (IAB Technical Committee): Added IAB TC Lead role to Roles and Responsibilities. 	L. Caudill. Approved by the IAB EC 4/18/19 (Decisions of bylaw changes related to



	<ol style="list-style-type: none"> 2. Article III, Sections 5a (Center Directors) and 5b (Managing Director): Update Roles and Responsibilities lists. 3. Article III, Section 6a (Partner Universities): Add language to adhere to bylaws and seek university support towards total cost of research. 4. Article III, Section 6b (Faculty): Add to Roles and Responsibilities limitations of initial proposals and requirement that students must conduct research; other minor language changes. 5. Article VI, Section 1 (Voting Rights): Update process language for voting by members not in attendance at IAB meeting. 6. Article VI, Section 6f (Technical Advisors): Clarification on IAB TC approval for current project scope changes. 7. Article VI, Section 7 (Technical Committee Leads): Added description and responsibilities of TC Leads. 	<p>member special projects deferred until subcommittee can address.</p>
	<ol style="list-style-type: none"> 1. Article III, Section 4. (Industry Advisory Board): Replaced election of IAB EC and TC Committee Chairs with “appointment.” Change start date from July 1 to August 1. 2. Article VI, Sections 1 (Voting Rights): Clarified voting rights for members funding Member-Directed and Member-Team projects. 3. Article VI, Section 4 (Change from New Member Special Projects, to Project Funding Options): Outline and define newly developed project funding options, including Open Innovation (Voting), Member-Directed, and Member-Team options. 4. Article VI, Section 1 (Sponsorship): Discontinue inclusion of actual member fee; refer instead to current member fee established by IAB EC. 	<p>L. Caudill. Approved by the IAB EC on 5/20/20, with additional approval by Bylaw Subcommittee on 5/30/20.</p>





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