

**INDUSTRY/UNIVERSITY COOPERATIVE
RESEARCH CENTER FOR WATER EQUIPMENT
AND POLICY BY-LAWS**

WHEREAS, fresh water, from groundwater aquifers, Lake Michigan, and the Great Lakes, is a priceless natural resource that is both valuable and abundant in Milwaukee and southeastern Wisconsin; and

WHEREAS, proper management and use of this priceless natural fresh water resource, together with funding from the National Science Foundation, has induced educational institutions, companies, and governmental agencies to create and develop a cooperative research center for water equipment and policy to be known as the Industry/University Cooperative Research Center (“Center”); and

WHEREAS, these entities have committed financial or research facilities necessary to participate in programs of such a cooperative research center for water equipment and policy; and

WHEREAS, these entities believe that by-laws are necessary and desirable to guide their future actions; and

WHEREAS, the National Science Foundation recommends that such a center enact by-laws to direct further activity;

NOW, THEREFORE, THE FOUNDING ENTITIES hereby subscribe to and enact the following by-laws as the operating guidelines for this cooperative effort:

1. GOALS.

(A) The Industry/University Cooperative Research Center, hereafter “I/UCRC,” partner universities and educational

institutions, in collaboration with local water-oriented industry, desire to develop Milwaukee and southeastern Wisconsin, into a world hub for water research, fresh water compatible economic development and education.

(B) The I/UCRC's primary goal is to encourage research and development of water-oriented projects in an academic environment so that environmentally friendly and sustainable equipment and policy are devised for groundwater, Lake Michigan, the Great Lakes, and international water bodies. Projects shall be selected by the Industrial Advisory Board, hereafter "IAB."

(C) The I/UCRC desires to develop industrial and government funding sources that will provide at least \$300,000 annually from membership fees or in-kind contributions for use of such funds and grant funds awarded by the National Science Foundation, hereafter "NSF," to perform projects selected by the IAB.

2. MISSION.

(A) I/UCRC partner universities and educational institutions, with their state-of-the-art water-related academic research facilities, will develop industrial partnerships that will create the next generation of products and processes for I/UCRC members. The Center will serve as a catalyst to develop synergy among the region's intellectual and physical assets, thereby allowing the Center to become a world leader in water technology, leveraging resources to develop fundamentally new technology and policy, and enhancing the Center's ability to compete for other funding opportunities.

(B) An important aspect of I/UCRC's mission is engaging students into project development as researchers. Each participating graduate student should undertake and complete research tasks assigned by the faculty advisor of the project to which they are assigned; leverage

their activities for success in publications, theses, and dissertations all towards graduation; collaborate and work effectively with other students on the same project; and interact with others at the site and across sites with related interests and activities. Although projects are defined, undertaken, and completed on a yearly basis, it is anticipated that a majority of projects will contain sufficient breadth and depth so as to merit possible continuation for a second or third year with the addition of expanded tasks and deliverables. In this manner, doctoral and thesis-option masters students may leverage key scholarly research components of the project should the work span beyond the first year, all for their individual benefit and the advancement of the Center.

3. MEMBERSHIP.

(A) Full Membership. A membership year begins on January 1 and concludes 12 months later on December 31. There are three categories of full membership: (1) contributing private industry that agrees to provide \$50,000 annually; (2) contributing private industry that agrees to provide a pro rata portion of the \$50,000 membership, determined by the number of months remaining in a membership year, together with its agreement to provide \$50,000 in successive years; and (3) government agencies that provide an initial \$50,000 for the first year with the understanding that such agencies will annually seek to have like amounts included in budget requests for ensuing years.

(B) Full Membership. Full membership has associated with it the rights and privileges to place one member on the IAB and the

opportunity to obtain royalty-free license rights to patented products, processes, and procedures as set forth in the membership agreement.

(C) **New Member Access to Existing Intellectual Property.** New full member's access to intellectual property resulting from research efforts funded prior to membership shall be at the sole discretion of the IAB, which may request financial compensation in exchange for access to such information. New (full) memberships have equal access to intellectual property resulting from research efforts that start after joining the I/UCRC.

(D) **Associate Membership.** Industry and government agencies can become associate members of the I/UCRC upon the annual payment of \$10,000. Associate membership for industry members shall be limited to small businesses as defined by the federal government for purposes of small business innovative research (SBIR) grants. Associate members have the rights of full members, except for votes regarding changes in bylaws and center operations, and the amount of any royalty for licensed use of products, practices, or procedures is subject to negotiation at the time of application for such use with the University's Intellectual Property Management Organization (IPMO).

(E) **Public Utility Membership.** Municipal public utility companies can become members of the I/UCRC with a minimum payment of \$10,000 and a maximum payment of \$50,000. The recommended payment is \$1,000 per year per \$1 million in annual total operating revenue. Public utility members have the rights of full members, except for votes regarding changes in bylaws and center operations, and the amount of any royalty for licensed use of products, practices,

or procedures is subject to negotiation at the time of application for such use with the University's Intellectual Property Management Organization (IPMO).

(F) Member Voting. Members will receive a number of votes for the selection and funding of projects and for votes regarding changes in bylaws and center operations. The number of votes allowed will be proportional to the amount of annual dues to be paid. Full members will receive five (5) votes, associate members will receive one (1) vote, and public utility members will receive one (1) vote per \$10,000 paid in annual dues, rounded down, with a maximum of five (5) votes.

(G) Membership Payments and Termination. It shall be understood that members who choose to terminate their membership before their payment obligations have been met for the entire year shall act in good faith to make their complete payments for the year to prevent jeopardizing funding projects that have been approved and authorized by the IAB.

4. OTHER PARTICIPANTS

(A) Ex Officio Participants. Ex Officio Participant status is open **only** to federal agencies. Ex Officio Participants agree to serve in a technical advisory role in support of Center research projects. Ex Officio Participants may also, in their own discretion, identify areas/projects where Ex Officio Participants' research personnel could collaborate with Center researchers, so long as such collaboration does not interfere with projects selected for funding by

the Center. No annual fee shall be due for Ex Officio Participants. Ex Officio Participants are not given voting privileges, and thus do not influence the selection or funding of Center projects, changes in by-laws, or Center operations. As federal agencies, Ex Officio Participants automatically receive a license to use patents originating from Center research projects **for federal purposes only**. Ex Officio Participants may, at their discretion, negotiate a license outside of the federal purpose parameters for patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the Center from the appropriate University's designated Intellectual Property Management Organization (IPMO) on commercially acceptable terms.

5. ORGANIZATION.

(A) Industrial Advisory Board. (1) *Members; Voting*. Each member of the I/UCRC, either full, associate, or public utility, shall assign a representative to the IAB. The IAB voting members shall elect a chairperson and vice chairperson for renewable one (1) year terms. On policy decisions and on proposed amendments to or deletions from the by-laws, a quorum of the IAB is two-thirds of the authorized voting members. In general, a simple majority outcome to a vote will approve actions such as setting the date for meetings, selection of projects to be researched or developed by the Center and like administrative matters. Additionally, the IAB shall accept projects by a simple majority vote.

(2) *Annual Establishment of Approved Projects*. The IAB shall conduct an annual fall meeting at which it will review and select new

projects proposed for funding. In addition to the annual spring and autumn meeting, the chair of the IAB may at his or her discretion call for decisions at other times as needed to secure additional funding or to preserve the research.

(3) *Annual Workshops.* The I/UCRC shall conduct two workshops annually - one in the spring and one in the autumn. The autumn workshop is the meeting at which only I/UCRC members will receive both oral presentations and written reports submitted by each Site Director on progress being made on previously approved projects. These workshops shall be open to NSF personnel and NSF evaluators; university/educational institution professors and researchers and other invited guests. Proposed new projects shall be identified at the annual spring workshop. The spring workshop shall be the meeting at which new projects will be selected as provided in paragraph 4.(A)(2), above.

(B) *Center Director.* The Center Director shall lead, organize, and manage activities between sites and serve as the contact point on issues that span the entire Center.

(C) *Site Director.* Each educational institution shall nominate a Site Director to oversee, lead, organize, and manage activities within the research site(s) of their respective institution. The Site Director shall serve as the contact person on issues that span the entire university site.

(D) *NSF Relations.* The NSF evaluator assigned to the I/UCRC shall be provided notice of and be an invited guest of the I/UCRC at

all I/UCRC meetings. The NSF evaluator shall be afforded time and opportunity to make a report to the IAB on any matter the evaluator sees fit concerning the operations, funding, or structure of the I/UCRC. The NSF evaluator shall be permitted to gather data by observation and survey of the IAB. The NSF evaluator may be accompanied by other NSF project managers and staff.

6. RESEARCH PROTOCOL AND ETHICS.

(A) Disclosure of Proprietary Information from I/UCRC members is done with the full knowledge that such information may be used by other I/UCRC members. The universities/educational institutions will not be able to accept or employ proprietary information in the conduct of projects because the results of IAB-approved research projects is to be equally available to all full members, faculty, students, and staff conducting the research, regardless of which site produces the results; provided, however, that the IAB may approve use of proprietary information of one or more of the I/UCRC members in very special and controlled circumstances only and only with prior written approval of the IAB.

(B) Related Research Contracts and Grants. As the need for proprietary research or unique applications develops, a separate contract or grant may be negotiated between a member and one or more of the university/educational institution sites. Such contracts and grants are handled outside the Center membership agreement. Accordingly, such contracts or grants may, and probably will, have materially different provisions with regard to confidentiality, patent

rights, licensing and royalties, copyright, and financial considerations from Center programs.

(C) Equipment for Research Acquired at Each Site. Equipment donations from vendors should be and are encouraged and will be visibly supported on the website and in various other materials. Some members may choose to donate or loan equipment to support the mission of the Center independent of their membership fee or, in very special cases, propose to do so in lieu of a portion of the costs of membership as determined by the Center's Director in consultation with the IAB.

(D) Publication Review Policy is subject to the terms and conditions as written in each individual member's/participant's signed Membership Agreement.

(E) Publication Review Procedure is subject to the terms and conditions as written in each individual member's/participant's signed Membership Agreement.

7. PATENTS; COPYRIGHTS; AND LICENSING/ROYALTY AGREEMENTS.

(A) Patents are subject to the terms and conditions as written in each individual member's/participant's signed Membership Agreement.

(B) Copyrights are subject to the terms and conditions as written in each individual member's/participant's signed Membership Agreement.

(C) Royalties are subject to the terms and conditions as written in each individual member's/participant's signed Membership Agreement.