

Center for Hardware and Embedded Systems Security and Trust (CHEST) Bylaws

Member Universities: University of California, Davis (UCD), Northeastern University (NU), University of Connecticut (UCONN), University of Texas at Dallas (UTD), University of Virginia (UVa), University of Cincinnati (UC)

1. Membership: University and Industrial Advisory Board (IAB)

1.1. University

1.1.1. Full Members

Full university members are designated by NSF as CHEST IUCRC sites and have signed the University Memorandum of Understanding (MOU)¹.

1.1.1.1. Full Member Continuation

Full membership continuation requires sustained support from full member institutions. Two consecutive years without meeting funding requirements results in automatic downgrade. Downgraded members can be reinstated to full member status by reaching the required full funding levels.

1.1.2 Additions or Deletions

A majority vote of the Industrial Advisory Board (IAB) is required to recommend additions or deletions of the university membership to the Executive Committee.

1.2. Industries

Industrial membership in CHEST is through an Industrial Membership Agreement (IMA) between each member and the host university².

1.2.1. Full IAB Membership

Full IAB membership requires full annual sponsorship and allows for full voting rights as described below.

1.2.2. Partial IAB Membership

Partial IAB membership requires payment of half the annual sponsorship and allows for voting rights as described below.

2. Organization and Management

2.1. Lead University

¹ Modifications to the University MOU will require the approval of the Executive Committee and the site directors of the full university members

² Modifications to the IMA require the approval of the Executive Committee and 3/4 of the IAB and must be coordinated with NSF

The location of the lead university is determined by the Executive Committee and must be coordinated with NSF. The lead university is responsible for coordinating the management of all major CHEST activities. This responsibility may be delegated or subcontracted to one or more other CHEST member universities at the discretion of the Director.

2.2. Director

The Director is responsible for overall management of CHEST and is the chairperson of the Executive Committee. The Director is located at the lead university, and is normally nominated by the Executive Committee to the Dean of the appropriate college at the lead university for appointment to a renewable term of five years. The Director is also responsible for ensuring efficient operation of CHEST, creating and maintaining a collaborative infrastructure and coordinating the assessment of CHEST's quality through feedback from the IAB and the NSF Evaluators. The Director may appoint an Interim Director from among members of the Executive Committee. An Interim Director may serve for a period of up to one year.

2.3. Site Directors

Each CHEST member university appoints a local Site Director of all CHEST activities for that university. The primary responsibility of the Site Director is to represent CHEST before its IAB members and the research community as well as day-to-day administration of the research agenda and membership of the respective university. Site Directors are normally appointed by college Deans for renewable five-year terms. The Director serves as the Site Director of the lead university.

2.4. Executive Committee (EC)

The EC is comprised of the Site Directors of full member universities. The EC is responsible for the long-term operation of CHEST via recommendations from the IAB. The EC is chaired by the CHEST Director (or their designee). A meeting quorum is three-fourths (3/4) of all EC members. All issues are resolved by consensus whenever possible or by a three-fourths majority of those attending a meeting when a formal vote is taken. Upon review of the IAB's funding recommendations, the EC recommends to the Director the final allocation of funds to member universities.

2.5. Industrial Advisory Board (IAB)

2.5.1. Composition

The IAB is comprised of one official liaison from each industry member. The IAB's primary responsibilities are to review research status and results and to recommend project funding priorities to the EC. The IAB meets at least twice per year. The quorum for an IAB meeting is two-thirds (2/3) of the voting IAB members or their proxies.

2.5.2. Voting

Each sponsor of CHEST, as defined in the IUCRC Industry Membership Agreement, shall be allocated votes in proportion (within allowable NSF limits) to their number of currently active paid memberships. For deliberation on research project priorities, full IAB members are allocated 18 votes per full paid membership (up to a limit of 36 votes). Members at the partial membership level are allocated nine votes. The cumulative votes are distributed across projects in any way the member sees fit. For all other IAB votes,

members are assigned two votes per full paid membership (up to four votes) and one vote per partial membership.

2.5.3. Chair

The IAB Chair is elected by the IAB for a renewable one-year term. The Chair conducts the business meetings of the IAB and acts as a spokesperson for the IAB to the EC.

2.5.4. Liaison

Each IAB member organization designates a liaison that serves as the lead contact between CHEST and the member organization. The liaison facilitates effective communication between CHEST and the member organization. The liaison is expected to be 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 Director in advance of the meeting. The designated individual may either be from the member organization, from another IAB member, or from the member's host university faculty.

2.5.5. Deliberation Attendance Limits

Attendance during IAB deliberations shall be limited to the liaison and two (2) additional representatives per currently active paid membership. This limit may be waived at the discretion of the IAB Chair. Any waiver may be revoked by simple majority vote of the IAB.

2.5.6. Research Project Priorities

The total of all members' votes per project is reported to the EC as the recommended project priorities for the coming year. This voting shall occur at a semi-annual IAB meeting or on an ad hoc basis as solicited by the IAB Chair.

3. Industry-University Meetings

3.1. Semi-Annual Meetings

For CHEST there are two meetings per year to present results of and obtain feedback on research activities. The meetings are conducted in a workshop format and include IAB business items; an overview of CHEST activities; confidential, pre-publication presentations; and discussions on current projects, ideas for new work, and an open forum for discussing current problems facing the community.

3.2. Potential New Member Attendance

Potential new members may attend portions of one CHEST meeting (non-deliberation portions of the meeting) in order to help evaluate whether their research interests are aligned with CHEST. All potential new members must sign a Non-Disclosure Agreement (NDA) prior to attending a meeting. The Director may send requests to waive the NDA requirement to the IAB. If no objection is received within 30 days, the NDA requirement may be waived.

4. Changes to Bylaws and MOUs

4.1. Bylaw Amendments

The bylaws may be amended as necessary to accomplish CHEST objectives. Changes must be approved by the EC and IAB. Approval requires a quorum (defined above) and approval by at least two-thirds (2/3) of the voting members present (in person or by proxy).

4.2. MOU Amendments

Modifications to the University MOUs will require the approval of the EC and the responsible research administrators of the full member universities.

5. Publications, Data, and Intellectual Property

5.1. Review of University Publications

Proposed publications may be submitted to members electronically with provisions for controlled distribution.

5.2. Publications

5.2.1. Publication Release Policy

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 of the paper, and shall have the right to request a delay in publication for a period not to exceed 120 days from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within sixty 60 days from the date the proposed publication is submitted to COMPANY.

5.2.2. Pre-approved Publication Release

The IAB, by 2/3 vote, may select at a semi-annual meeting to grant for one or more projects a publication pre-approval for potential manuscripts that might arise from work presented at the meeting. Such waivers will be in force only until the next semi-annual IAB meeting. The waiver shall apply only to results substantively similar to results presented at the semi-annual meeting. Any manuscripts submitted under such waivers must be promptly distributed to IAB liaisons, as in the review process, with notice that the waiver has been invoked.

5.3. Electronic Data Repository

Projects supported by the Center shall maintain documentation of results and software at a Collaborative Innovation Hub or Ecosystem (including data repositories, sharing of intellectual property, test benches, etc.) overseen by the Air Force Research Laboratory.

5.4. Control of Intellectual Property (IP)

5.4.1. Intellectual Property Distribution

Distribution and licensing of IP falls under the legal framework of the standard NSF Membership Agreement and CHEST University MOU. Any CHEST member interested in licensing IP developed under this IUCRC must adhere to the NSF Membership Agreement and CHEST University MOU, and they can work with the individual university (or universities) that developed the IP for a given project sponsored by the IUCRC.

5.4.2. Intellectual Property Policy

All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CHEST Center shall belong to UNIVERSITY.

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 any government "march-in" rights as set forth in this Act. COMPANIES that wish to exercise rights to a royalty-free license agree to pay for (or share if more than one company) the costs of all patent expenses. UNIVERSITY agrees that all such CENTER sponsors are entitled to a nonexclusive royalty-free license. Any COMPANY taking a royalty free license will have the right to sublicense its wholly owned subsidiaries and affiliates. If only one COMPANY seeks a license, that COMPANY may obtain an exclusive fee-bearing license through one of its agents.

6. Amendments to Affiliate Agreements

6.1. In-Kind Contributions

At the discretion of the Site Director, in-kind contributions can be accepted as some portion of a Member's fee. All such contributions by Members must be approved by a 2/3 majority vote of the IAB.

7. Clarifications to CHEST Membership Agreement

7.1. Membership Agreement Section J, Royalty Sharing

The manner in which royalties are shared by University of Cincinnati is established by the State of Ohio Legislature and codified in Ohio Revised Code (ORC) 3361:10-19-01 <http://codes.ohio.gov/oac/3361%3A10-19>. In the event of conflict between Ohio law and the distribution listed in the Membership Agreement, Ohio law shall take precedence.

7.2. Membership Agreement Section K, Liability of the Parties

7.2.1. For-Profit Members:

Neither party is assuming any liability for the actions or omissions of the other party. Each party will indemnify and 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 of expense results from the negligence of a party's agents or employees.

7.2.2. Governmental Entities:

Each Party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by applicable law. The Parties agree that this section is only a statement setting forth the limited responsibility of each Party for its own acts of negligence or willful malfeasance, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other Party or any third party. The Parties further agree that nothing contained herein shall be construed or interpreted as either Party consenting to be sued or waiving its sovereign immunity.