



CENTER BYLAWS

University of Notre Dame, Notre Dame IN
Indiana University, Bloomington IN
Purdue University, West Lafayette IN

Provisionally approved: October 29, 2019

Article I - Introduction

1.1 The following Bylaws will be used to govern the Center for Bioanalytical Metrology, a National Science Foundation (NSF) Industry/University Cooperative Research Center (I/UCRC), under NSF grants number IIP 1916601, IIP 1916645, and IIP 1916691 (the “CBM” or “Center”).

1.2 Definitions:

“**Membership Agreement**” means a form of CBM I/UCRC Membership Agreement attached hereto, which is signed between (i) one of the founding Academic Members listed in 1.4 and a corporation, non-profit organization, foundation, government agency, federally funded research & development corporation (FFRDC) or government-owned contractor-operated laboratory for the purpose of becoming a CBM Member; or (ii) any academic university that is intending to become a research site of CBM.

“**Lead Academic Institution**” means the current academic home institution with which the Center Director holds an appointment.

“**CBM Member**” shall mean any party that has joined and been accepted as a member of the CBM (as defined in 1.4 below) by signing the Membership Agreement.

Capitalized terms not defined herein will have the meanings set forth in the Membership Agreement.

1.3 The Bylaws can be amended at any time by an affirmative vote of two-thirds of the Academic Members and final approval by two-thirds of the members of the Industrial Advisory Board, as hereinafter defined.

1.4 The Center is a university consortium comprised of the following founding Academic Members:

- a. University of Notre Dame, Notre Dame IN
- b. Indiana University, Bloomington IN
- c. Purdue University, West Lafayette IN

who have agreed amongst themselves on how the universities will collaborate in the running of the Center, how income into the Center will be received and distributed and how any IP resulting from Center activities will be administered. The CBM is also comprised of Industrial Members that make up the Industry Advisory Board (“IAB”) as defined in Article 3.

1.5 The Bylaws form a part of the Membership Agreement with participating Industrial Members. If there are any inconsistencies between the Bylaws and the Membership Agreement, the terms and conditions outlined in the Membership Agreement takes precedence over the Bylaws.

Article II -- Purpose

Vision Statement

2.1 The CBM advances U.S. competitiveness by working with industry to solve current, emerging, and industry-relevant challenges in measurement science and technology. Measurement science, and associated instrumentation, is a key contributor to the U.S. economy, enabling advances in everything from drug discovery to materials manufacturing. By bringing together companies in these high-technology sectors with major analytical instrument makers, the CBM bridges the gap between the initial demonstration of new ideas—the traditional province of academia—and the delivery of practical pre-competitive technologies. Just as important, the CBM provides U.S. industry with compelling opportunities to invigorate human resources through access to a diversity of center-trained students and opportunities for continuing education of existing staff.

Article III - Membership

3.1 The classes of membership shall include:

- a. Academic Members
- b. Industrial Members

3.2 Academic Members. An “Academic Member” includes the founding universities listed above as well as any college or university that subsequently joins the Center as an official site of CBM, for purposes of participating in activities of the Center. Each Academic Member’s research site shall be referred to as a “Site.”

3.3 Industrial Members. An “Industrial Member” is defined as any corporation, non-profit organization, foundation, government agency, federally funded research & development corporation (FFRDC) or government-owned contractor-operated laboratory (each herein referred to as “Company”) that has joined and been accepted as a member of the Center by signing the CBM I/UCRC Membership Agreement for Industrial Members and that has paid annual

membership fees, and if applicable, the respective in-kind contribution pursuant to said agreement.

3.4 There are two classes of Industrial Membership: a Full Member and an Analytical Instrument Member. Members who have fulfilled the obligations outlined in 3.5 are entitled to the following rights. A “Full Member” is the standard class of Industrial Member who has full voting rights on matters relating to governance of the CBM, a right to a seat on the IAB and the right to allocate their membership funds to particular projects. Such Industrial Member’s membership shall be referred to as “Full CBM Membership”. An “Analytical Instrument Member (“AIM”)” will also have voting rights equal to a Full Member on matters relating to governance of the CBM, a right to a seat on the IAB, a right to vote to allocate their membership funds to particular projects and a right to work with the CBM leadership on the placement of analytical instruments into CBM projects or laboratories, subject to the limitations contained in Section 3.5, and such AIM’s membership shall be referred to as “AIM Membership”.

3.5 The Full CBM Membership fee is \$50,000 per year, payable in annual installments, and is used to support Center research. The AIM Membership fee is \$25,000 per year used to support Center research, payable in annual installments, in addition to placement of at least one major piece of analytical instrumentation within a lab at a Center site where a significant fraction of the Center research is being performed; placement being a loan for a period of at least two [2] years complete with training and maintenance. Decisions about placement of AIM’s instrumentation will be made jointly by the AIM and the Center Director and Site Directors.

3.5.1 The Center operates on a fiscal year that begins on January 1. New projects selected for funding at the fall IAB meeting start on the following January 1, with reports expected at the subsequent spring and fall meetings.

3.6 A Company may support the Center with more than one membership. An additional membership will entitle that Company to a second seat on the Industrial Advisory Board. There is no limit on the level of research funded through additional memberships, however IAB representation will be capped at two seats for any given Company for all related Full CBM Memberships, except in the case of separate divisions of large Companies as outlined in section 3.6.2 below.

3.6.1 A Company may choose to contribute additional funds for a specific project, however no additional voting rights are conferred by such contributions.

3.6.2 Different divisions or stand-alone business units of a large company are considered separate CBM Members and the common corporate affiliation does not factor into the two membership limitation. The two membership limitation still applies within each division or business unit that becomes a CBM Member.

3.7 Provided all conditions contained in this Agreement are met, COMPANY and its Affiliates (as hereinafter defined) shall have the rights and benefits set forth herein, including the right to attend meetings and participate in all applicable research activities. COMPANY shall be

responsible for all acts and omissions of any of its Affiliates hereunder. As used herein, the term “Affiliates” shall mean any entity, directly or indirectly controlled by the ultimate parent company of COMPANY. For purposes of this definition, “control” means direct or indirect ownership of at least fifty percent (50%) of the outstanding voting rights of COMPANY, or the right to control the policy decisions of COMPANY

3.8 While members have until December 31 each year to pay their membership fee, a commitment to renew their membership must be received in writing by the Fall IAB meeting of each year if the IAB is to know how much funding is available to award to the next cycle of projects. Thus, each CBM Site will provide a written request for IAB members to renew memberships ninety (90) days prior to the Fall IAB meeting. If the member COMPANY or ORGANIZATION does not provide written notice of termination for another year at least sixty (60) days prior to renewal date each subsequent year this agreement will automatically renew.

Article IV - Organization and Administration

4.1 The Center shall be governed by:

- a. University Policy Committee
- b. Industry Advisory Board
- c. Center Director
- d. Site Directors

4.2 University Policy Committee. Each Academic Member will form a “University Policy Committee” including its Vice President or Provost of Research (or his/her designee) to: (a) set general policy regarding its Site not covered in the Membership Agreement or these Bylaws, and (b) resolve Site-specific administrative issues. The committee will also ensure that participation in the Center is properly recognized in tenure and promotion decisions and that research projects involving graduate students are appropriate to satisfy university requirements for graduate education. The University Policy Committee will meet annually. In addition, it may be convened at the request of the Site Director to resolve issues as necessary.

4.3 Industry Advisory Board. The “Industry Advisory Board (“IAB”)” shall refer to a board comprised of one representative appointed by each of the Industrial Members.

- a. Although individual Industrial Members of the Center join the Center through one of the founding Academic Members, there is only one IAB for the Center, and each signed Membership Agreement constitutes a contract between the signing Industrial Member and all other CBM Members, including without limitation, all Academic Members. Academic Members are not part of the IAB.
- b. IAB Leadership. The Industrial Advisory Board is led by the elected Industrial Advisory Board Chair and Vice Chair. The inaugural Industry Advisory Board selects an Industry Advisory Board Chair and Vice Chair for a one (1)-year term. The elected Vice Chair serves as Chair the following year, and the IAB will elect a new Vice Chair no less than

every one (1) year thereafter. The IAB Chair sets the agenda and conducts the business meetings of the IAB, acts as a spokesperson for the IAB, and represents CBM outside of the organization when appropriate. The Vice Chair works at the Chair's direction. Should the Chair resign, the Vice Chair becomes Chair and an interim Vice-Chair is elected. At the next regularly scheduled election, both the Chair and Vice-Chair may be re-elected for the following year.

- c. IAB Membership. Each Industrial Member, including Full Member and AIM, designates a liaison to facilitate communication between the CBM and the Industrial Member and to serve as that Industrial Member's primary representative at IAB meetings (each, an "**Industry Advisory Board Member**" or "**IAB Member**"). In the event that the liaison is unable to attend, the liaison (or an official of the Industrial Member's organization) designates by proxy another individual from the Industrial Member's organization or from the IAB to serve as the representative. The proxy is provided to the Center Director in advance of the meeting. An organization may have more than one Full CBM Membership, within the guidelines of Section 3.4, and is entitled to voting representation on the IAB according to Section 3.4. An AIM on the IAB has voting rights according to Section 3.4.
- d. All Industrial Members will participate in the strategic planning of the Center. The IAB will assist Center Director, Site Directors, and participating Academic Members in identifying pre-competitive, industry related research problems, recommend research projects, assist in identifying appropriate industrial internship opportunities for graduate students and postdoctoral students, assist the Center Director and Site Directors in identifying new CBM Members, review research and educational accomplishments at the Center and recommend restructuring and/or redirecting of on-going programs to meet IAB needs and concerns.
- e. At all meetings of the Industry Advisory Board, two-thirds (2/3) of the Industry Advisory Board members will constitute a quorum for the transaction of business. The act by two-thirds vote of the Industry Advisory Board members at any meeting at which there is a quorum will be the act of the Industry Advisory Board. If a quorum is not present at any meeting, the present representatives may adjourn the meeting to another place, time, or date, without notice other than announcement at the meeting, until a quorum is present. All IAB Members will then be informed of the quorum and final decision(s). The research project selection Algorithm detailed in Section 8 only pertains to research project selection and applies to all IAB Members.

4.4 Center Director. The "Center Director" holds an appointment with the Lead Academic Institution (initially University of Notre Dame), as determined by the National Science Foundation ("NSF"), and conducts research within the Center's research focus. The Center Director is the primary decision-maker for the Center and shall have responsibility and authority for all aspects of the Center's operation and performance. The Site Directors may, by majority vote, select a replacement for the Center Director, within NSF guidelines and on approval of the University Policy Committees for the incoming and exiting Center Director's employing

institutions. If the approved Center Director is not employed by the Lead Academic Institution, such employing Institution shall henceforth become the Lead Academic Institution.

4.5 Site Directors. The Lead Academic Institution and each University Site will have a “Site Director” who will be responsible for Center activities at his/her respective university and will report directly to his/her respective appropriate university administrators and to the Center Director. The Site Director will be the liaison between the Center and the appropriate academic departments of the respective Academic Member. Site Directors are chosen by their respective Academic Members, subject to confirmation by the other Academic Members.

4.6 Other Personnel in the Center include, but are not limited to:

- a. Project Principal Investigators will manage specific research projects funded by the Center and will report directly to the appropriate Site Director, the appropriate university administrators, program management at the Lead Academic Institution and to the Companies supporting such projects. Project Principal Investigators will be identified in specific project proposals.
- b. Operations Director holds an appointment with the Lead Academic Institution (initially University of Notre Dame) and assists the Center Director in managing the Center, including administrative and non-technical operations.
- c. Administrative Support Staff. The Lead Academic Institution and each participating Academic Member will provide a reasonable level of clerical and accounting support for the operation of the Center.
- d. Center Evaluator, an independent position funded directly by NSF, will assist the Center Director, Site Directors and the IAB to organize the Center and provide an independent assessment of the operation. The Center Evaluator will provide said assessment both to the Center Director and directly to the I/UCRC Program Manager at NSF. The Center Evaluator is paid a flat fee, which includes all time and expenses for attending meetings and completing the evaluation tasks required by NSF.
- e. Marketing Director may be an employee of one of the Academic Members or an external consultant and is responsible for: (a) the development and execution of the CBM Marketing Plan, (b) IAB Member retention and recruitment, and (c) long-range planning relevant to the Center’s membership.

Article V -- Reports

5.1 The Center will document and file minutes of IAB meetings with a copy to all attendees and each Industrial Member’s liaison.

5.2 Annual reporting requirements will conform to NSF’s grant requirements including any specific requests from NSF in writing from the cognizant IUCRC Program Director. Each Site

will provide an annual report and a final report at the end of the five year award to NSF that may include the Site Director's Report, Assessment Coordinator's Report and certification of membership from an authorized university official.

5.3 The Site Directors and each Project Principal Investigator shall provide project status reports to the Center Director and Center's program management as necessary, but at a minimum at the end of each quarter and on completion of the respective research projects. These reports will be distributed via the Center web site with email notification as required.

5.3.1 A final report, including but not limited to the resulting data and inventions, if any, will be submitted to the Center Director and posted on the Center web site within thirty (30) days of a project's end date. The project's end date is typically the end of the fiscal year, or other date as agreed to by the IAB and documented in the project's Executive Summary.

5.3.2 Each Company will have forty-five (45) days after receipt of the final report to declare in writing, to the Center Director and Site Director for the project, any intention to pursue direct sponsored research on that project outside of the CBM. Such declaring Industrial Member(s) and the Academic Member responsible for such project would have an additional sixty days to draft the sponsored research agreements. If more than one declaring Industrial Member declares an intention to pursue direct sponsored research on a project, such agreements may be finalized separately.

5.3.2.1 Sponsored research agreements would include non-disclosure provisions and a "firewall" with respect to any other CBM related research.

5.3.2.2 As a courtesy to other IAB Members, on completion of a sponsored research agreement, a high level announcement will be made to the IAB.

5.3.3 Should no Company declare an intention to pursue direct sponsored research within forty-five (45) days or, if declared, fail to execute a sponsored research agreement within an additional sixty (60) days, then the Academic Member responsible for such project is free to engage non-CBM members in research related to that project, provided that the terms of such engagement or agreement is no more favorable to the non-CBM member than those proposed to any declaring Company.

5.3.4 Regardless of a project's status within the CBM, Companies may negotiate with the appropriate Academic Member licensing on inventions related to the project that has been disclosed prior to a project's funding date.

5.4 The Center Director will issue notices of publication, patent disclosures and copyright registration as necessary to all CBM Members.

Article VI - Budget

6.1 Each Site Director shall generate detailed operating budgets indicating source of funds and use of funds for their respective Sites.

6.2 Consistent with the NSF requirements for an NSF I/UCRC, facilities and administration (“F&A”) costs associated with IAB-sponsored research cannot exceed 10% of the total membership fee. Current F&A costs for projects supported through the CBM are 0%, with 100% of membership fees directly supporting research.

Article VII - Meetings

7.1 The Center Director, Site Directors, and the IAB Chair will establish the schedule of activities and meetings for the Center as well as the agenda for the semiannual research review meetings.

7.2 The Academic Members and IAB Members of the CBM will meet twice a year, once in the fall and once in the spring. The Academic Members will host the meetings on a rotating basis, with every fourth meeting being held at a central non-university site (e.g. Indianapolis) with the date and location determined at the previous IAB meeting.

7.3 The main objective of the fall IAB meeting is for the IAB to select new projects for funding. The main objective of the spring IAB meeting is for the IAB to receive updates on previously funded projects and to propose new areas of research to be considered for the following fall. However, the center leadership has the freedom to schedule project funding during the spring meeting or project updates during the fall meeting.

7.4 IAB Members are expected to:

- a. Attend both semi-annual IAB meetings in person, barring circumstances out of their control (video- or tele-conference participation during project selection procedures is discouraged);
- b. Participate in the process of reviewing and selecting research to be funded; and
- c. Vote on other issues before the IAB.

7.5 The University Policy Committees will meet as necessary to discuss and resolve Center program and management issues.

7.6 Center meetings are closed to the public. Except for the initial IAB meeting, attendance is limited to representatives Companies; faculty, staff and students of Academic Members; and the Assessment Coordinator and other NSF personnel.

- a. In the event a prospective CBM Member would like to attend, that organization must sign a non-disclosure agreement and would not participate in IAB voting.

Article VIII -- Research Project Selection Procedures

8.1 Research projects will be selected for funding by a vote of the IAB Members, typically at the fall IAB meeting.

8.2 An algorithm for selecting projects will be developed and utilized by the IAB. The algorithm will be based on tools suggested by NSF (such as the L.I.F.E.—Level of Interest and Feedback Evaluation Forms), recommendations of the Center Assessment Coordinator and experiences of the IAB and Center Director, while providing an opportunity for a diverse portfolio of projects.

8.3 All IAB Members participate in the selection and evaluation of research projects. Individual organizations, including divisions or business units of a larger corporation, may acquire up to two Center memberships, and therefore will have a corresponding number of voting representatives on the IAB.

8.4 Prior to an IAB meeting at which project selection will take place, each Academic Member will develop a set of project proposals consistent with the goals of their group, the interests of the CBM Members, and the mission of the Center. The proposals will be sent to IAB Members at least three weeks prior to the IAB meeting. At subsequent IAB meetings, faculty/student teams will further elaborate on their proposals and discuss them with IAB members.

8.5 Project selection typically takes place at the fall IAB meeting but can also occur at the spring IAB meeting when warranted. Prior to an IAB meeting at which project selection will take place, each Academic Member will develop a set of project proposals consistent with the goals of their group, the interests of the CBM Members, and the mission of the Center. The proposals will be sent to IAB Members at least three weeks prior to the IAB meeting. At the IAB meeting, faculty/student teams will further elaborate on their proposals and discuss them with IAB members.

8.6 The content of CBM project proposals, the discussions of the IAB and the content of the CBM projects prior to publication shall not be disclosed beyond CBM members.

8.7 Adjustments to the algorithm are permissible in consideration of an overarching IAB and CBM strategy, however adjustments must be approved by a 2/3 majority of the IAB.

8.8 The IAB Chair will guide the closed-door voting process. Prior to actual voting, the IAB Chair will review the voting protocol with the Center Director.

8.9 The Center Director gives final approval to the projects selected by the IAB.

Article IX -- Intellectual Property Policies

9.1 All CBM Members will adhere to the terms of the Membership Agreement for policies and conditions regarding Intellectual Property (“IP”), including pre-existing background IP, new CBM-supported project IP, and new inventions.

9.2 Academic Institutions hereby grant each Company a nonexclusive royalty-free license to all know-how and results generated in the course of research conducted by the CENTER (i.e. by the Academic Institutions on Center Projects) for all purposes. For clarity, should the Academic Institutions file any patent applications covering such know-how and results, each Company’s rights to such patent applications will be governed by Section G of the Membership Agreement.

9.3 Should a Company exercise its right to a royalty-free license pursuant to Section G of the Membership Agreement, the Academic Institution(s) agree that such Company shall only be obligated to pay for a pro-rata share of the patent application filing, prosecution and maintenance costs and that the Academic Institution(s) will use patent counsel acceptable to such Company, such acceptance not to be unreasonably withheld or delayed. Academic Institution(s) further agree to keep such Company reasonably informed as to the status of the prosecution of the patent application and any resulting patents.

9.4 Academic Institutions agree that each Company has a right to sublicense its license to software pursuant to Section I of the Membership Agreement to its subsidiaries and affiliates.

Article X - Publication

10.1. With reference to the Membership Agreement (which pertains to publishing in scientific and engineering journals), the IAB and any individual CBM Member will review manuscripts prior to the submission process of the conference or journal for CBM-funded conference and journal publications respectively.

10.2. During the review period all abstracts and manuscripts must be treated as confidential information (not for disclosure or distribution to 3rd parties).

10.3 The CBM is committed to fostering the highest standard of conduct related to scientific publications and transparency, while at the same time, protecting its confidential information. Should the need arise for discussions of a confidential or proprietary nature, the respective CBM Members will enter into a separate agreement for that purpose. Authorship shall be determined in accordance with and governed by the criteria defined by the International Committee of Medical Journal Editors (ICMJE) “Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals”.

Article XI -- New University Affiliates and Industrial Members

11.1 From time to time, new universities may request to join CBM as an Academic Member. Each new university requesting to join shall initially obtain concurrence from the Center Director, Site Directors, the IAB, and the I/UCRC program manager at NSF prior to submitting a “Letter of Intent” to join CBM. Universities requesting to join as Academic Members must

demonstrate their ability to perform synergistic research within the focused research areas of the Center and their willingness to work within the structure, policies and procedures of CBM. Upon concurrence by the Center, the new university requesting to join as Academic Member may then continue application per the applicable procedures of the current NSF I/UCRC program solicitation.

- a. Each new Academic Member needs to meet the NSF's minimum requirements of industry membership to support their site. The new industry members that the new Academic Member recruits must be new to CBM. Recruitment of members from existing sites will not be permitted unless that company funds an additional membership.

11.2 A new university requesting to join CBM shall review their research objectives and program plans, and obtain and submit with their NSF Planning Grant Proposal a "Letter of Support" from the Center Director and from the IAB.

11.3 From time to time, new companies, corporations or organizations may request, or be requested, to join CBM as a new IAB Member. These new companies, corporations or organizations may join CBM upon signing of the existing Membership Agreement, acceptance of current Bylaws and payment of the first installment of annual membership fees.

- a. New Industrial Members that join after January 1 but before the spring IAB meeting must pay the entire amount required for a Full CBM or AIM Membership, as they will be able to participate in a full round of project proposal (spring IAB meeting) and project selection (fall IAB meeting). Industry Members joining between the spring and fall meetings will pay one-half of their annual membership, as they will be able to participate in the fall IAB meeting only.

Article XII -- Center Status

12.1 CBM shall be an NSF endorsed Center by Academic Members meeting NSF requirements as outlined in the current NSF I/UCRC program solicitation. Subsequent five-year extensions, referred to as Phase II or Phase II+ awards, may extend the Center under NSF endorsement. Thereafter, the Center may continue as, in NSF terminology, a "graduated Center".

Article XIII – Miscellaneous

13.1 Nothing in the Membership Agreement or these Bylaws shall be deemed to prevent CENTER and any CBM MEMBER from entering into a separate sponsored research agreement.

13.2 If the Center or any CBM Member intends to transmit information to the other that the disclosing party determines to be export controlled, the disclosing party must identify and label the information as export controlled specifying which authority (EAR or ITAR) governs the restriction and providing the Export Control Classification Number (ECCN) and paragraph for all information restricted under the EAR, or the USML Category and paragraph for all information restricted under the ITAR, after the disclosing party has received written

confirmation that the export controlled information can be transmitted. A plan for receipt, use, and dissemination of such export-controlled information must be developed and agreed to by a business officer of the receiving party prior to transmission. The receiving party reserves the right to elect not to receive export-controlled information. The principal investigator or other scientific or technical contact of the receiving party may not elect, and does not have the authority to elect, to receive export-controlled information without the approval of a business officer or authorized legal representative.

13.3 Neither the Center nor any CBM Member shall provide any information of a confidential or proprietary nature to another CBM Member in connection with the Center Projects. CENTER Projects are expected to address “new” research of a basic nature. Should the need arise for discussions of a confidential or proprietary nature, the respective CBM Members will enter into a separate agreement for that purpose.

13.4 Each CBM Member agrees not to use the names of the CENTER or any of the other CBM Member, or its seals or emblems, in any publicity or other release without the prior written consent of the CENTER or applicable CBM Member.

13.5 Each Academic Member make no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of its reports, research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under its CBM projects or make any representation or warranty regarding actual or potential infringement of patents or copyrights of third parties.

13.6 The CBM seeks to create a framework where all CMB Members can successfully collaborate on the development of new measurement tools and technologies without fear that interactions with other CBM Members will lead to exposure to significant levels of risk and liability. Several IAB Members have indicated that the section of the Membership Agreement relating to indemnification (paragraph K) is not in keeping with currently acceptable contract language owing to potential risk exposure. As edits to the NSF template Membership Agreement will not be allowed, the following clarifying language is inserted into the Bylaws, with an understanding that, while the terms and conditions outlined in the Membership Agreement take precedence over the Bylaws, each party is agreeing to only assert a right for indemnification from another party as set forth below:

Each CMB Member will indemnify and hold the other party harmless against all third party 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 the Membership Agreement to the extent that such claims, liability, damage, cost of expense results from the negligence of the indemnifying CBM Member’s agents or employees.

13.7 Antitrust Policy: The CBM fosters collaborative research that addresses significant measurement science challenges of mutual interest to its members. The CBM includes members that may be competitors as well as suppliers and customers. It is the intention of the CBM to operate in strict compliance with antitrust laws. No CBM discussions or projects are intended to

result in an agreement on price, exclusion of suppliers from any market, or to otherwise restrain competition.

Article XIV -- Changes to Bylaws

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