**Exhibit A**

**CENTER BYLAWS**

**ARTICLE I – INTRODUCTION**

* 1. The following Bylaws will be used to govern the Center for Integration of Composites into Infrastructure (CICI), a National Science Foundation (NSF) Industry/University Cooperative Research Center (I/UCRC).
  2. The Bylaws can be amended at any time by an affirmative vote of two/thirds (2/3) of the members of the Industrial Advisory Board (IAB).
  3. CICI is a university consortium comprised of Sponsors and the following participating universities (University Sites):
* West Virginia University (Lead)
* North Carolina State University
* Rutgers, The State University of New Jersey
* University of Miami

* 1. These Bylaws form an integral part of the Membership Agreement with participating Sponsors. If there are any inconsistencies between the Bylaws and the Membership Agreement, the terms and conditions outlined in the Membership Agreement take precedence over the Bylaws.

**ARTICLE II – PURPOSE**

2.1 Vision Statement: CICI intends to advance the composite science and technology, expand the use of composites in infrastructure, and provide educational opportunities to current and future engineers.

2.2 Mission Statement: CICI intends to usher applications and cost-effective solutions using composite material systems and technologies in the fields of civil and military structures.

2.3 Research Focus: CICI research topics respond to the needs of the Sponsors and the capabilities of the university Sites, including:

* development of constituent material combinations for optimum end products
* cost-effective ways to manufacture products
* “green” production, including the use of bio-fiber and resins and industrial byproducts
* strengthening and rehabilitation of conventional structures in service
* nondestructive evaluation for structural health monitoring
* further development and application of standard test procedures, guide-specifications, design methods and rapid, modular construction techniques

## **ARTICLE III – MEMBERSHIP**

3.1 Each Sponsor will sign the Membership Agreement with one of the University Sites.

3.2 There are two categories of memberships in the Center: Full and Associate. Full Members have full access and rights to all of the Centers Research areas, while Associate Members have limited rights and privileges as outlined below. Associate members must be public agencies, state government agencies, large businesses (for up to 1 year), or small businesses as defined below:

“A small business is an organization that is organized for profit, with a place of business located in the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor; is in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture; is at least 51 percent owned and controlled by one or more individuals who are citizens of, or permanent resident aliens in, the United States; and has, including its affiliates, not more than 500 employees.”

3.3 There are different fees levels for the different membership types. The fee schedule is set by the Center Director in consultation with the Industrial Advisory Board (IAB).  Amount of annual membership fees can be changed by an affirmative vote of two/thirds (2/3) of the Members of the IAB.

3.4 In order to be considered Center Member in good standing each Sponsor must sign a standard Membership agreement and pay annual dues in full.

### 3.5 Rights and privileges of Full Membership include:

1. One voting member on the IAB with **three (3)** voting points at IAB meetings

(b) Early access to all research sponsored by the Center

1. Rights to Center patents and copyrights, as specified in Member Agreement
2. Access to all publications, documentation and software created by the Center

### 3.6 Rights and privileges of Full Members with special service privileges include:

(a) All rights and privileges of Full Members as per Section 3.5 and

(b) Center use of special equipment and large testing facilities subject to university site policies and procedures

Rutgers, The State University of New Jersey does not offer the option of Full Membership with special service privileges.

### 3.7 Rights and privileges of Associate Membership include:

(a) One voting member on the IAB with **one (1)** voting point at IAB meetings

(b) Early access to all research sponsored by the Center.

1. Rights to Center patents and copyrights, as specified in Member Agreement

(d) Access to all publications, documentation and software created by the Center

### 3.8 Rights and privileges of University Sites include:

(a) Representing the University Site at Center Meetings

(b) Receiving and budgeting funding from the Center

(c) Hosting industrial mentors

(d) Issuing annual technical and budget reports

(e) Presenting semi-annual technical updates at the Center meetings

**ARTICLE IV – ORGANIZATION**

4.1 Although individual Sponsors of CICI join the Center through one of the University Sites, there is only one IAB for CICI. The IAB will select its Chairperson for a two-year term.

4.2 Each Center Member will have one voting representative on the IAB.

4.3 All Sponsors will participate in the strategic planning activities of the Center.

4.4 Each University Site will have a Site Director. The lead institution will appoint the Center Director.

4.5 A Center External Evaluator, appointed by the National Science Foundation, will assist the Center Director, Site Directors, and the IAB to organized the Center and provide an independent assessment of the operation. The Center External Evaluator will report directly to the I/UCRC Program Manager at the National Science Foundation.

**ARTICLE V – REPORTS**

5.1 The Site Directors will provide reports to Sponsors.

5.2 Any confidential information provided by Sponsor to a member of the Center will be provided under the protection of an independent confidentiality agreement between the Sponsor and the appropriate University Site.

**ARTICLE VI – MEETINGS**

6.1 The Center Director will be responsible for all Center activities and meetings, including the agenda, for the Center.

6.2 Center meetings are closed to the public. Attendance is limited to faculty, staff, and students affiliated with the Center, representatives of Sponsors, Center Evaluator and NSF personnel. Potential members of the center are allowed to attend the meeting provided they sign a Non Disclosure Agreement and will not take place in any votes or project evaluations.

**ARTICLE VII – PUBLICITY**

7.1 A Sponsor will not use the name of any University Site in any publicity, advertising or news release without the prior written approval of an authorized representative of the affected University. Likewise, no University Site may use the name of a Sponsor in any publicity without the prior written approval of the Sponsor. Notwithstanding the foregoing, the parties may satisfy any report requirements of their respective organizations.