



# Operating Procedures

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Center for Bioplastics and Biocomposites (CB<sup>2</sup>)  
NSF Industry & University Cooperative Research Center  
Approved by Industry Advisory Board on February 3, 2022

**NDSU** NORTH DAKOTA  
STATE UNIVERSITY

**IOWA STATE  
UNIVERSITY**



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## Article 1 – Introduction

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- 1.1 The following operating procedures will be used to govern the Center for Bioplastics and Biocomposites (CB<sup>2</sup>), a National Science Foundation (NSF) Industry & University Cooperative Research Center (I/UCRC).
- 1.2 The operating procedures are approved by the Directors Board (consisting of the center director and the site directors for each site and affiliate institution) and the Industry Advisory Board (IAB). The operating procedures can be amended at any time by an affirmative vote of two-thirds of the Directors Board and two-thirds of the members of the IAB. These operating procedures are intended to be flexible and change with the needs of the center.
- 1.3 The CB<sup>2</sup> is a multiple university consortium comprised of the following affiliated participating universities/sites:
  - North Dakota State University, Fargo, ND (Lead Institution)
  - Iowa State University, Ames, IA (Site Institution)
  - Washington State University, Pullman, WA (Site Institution)
  - University of Georgia, Athens, GA (Site Institution)

Additional universities may join the center as specified in Article XIII below.

- 1.4 These operating procedures form a part of the membership agreement (Appendix I) with participating members. If there are any inconsistencies between the operating procedures and the membership agreement, the terms and conditions outlined in the membership agreement take precedence over the operating procedures provided the inconsistent terms of the membership agreement have been approved by two-thirds of the Directors Board and two-thirds of the IAB.

## Article II – Definitions

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- *Affiliate Institution* is a university member of the center that has not received funding as a research site through the NSF I/UCRC program solicitation.
- *Member(s)* means member companies, member corporations including non-profit and commodity organizations, and member government organizations.

- *Mentor* is a technical sponsor who oversees a center research project. A mentor may be a member of the IAB or another employee from the member organization.
- *Research* means shared research. All research performed within CB<sup>2</sup> is shared research.
- *Center* means CB<sup>2</sup>.
- *Shared Research* means projects funded by members with results shared among the members of the center.
- *Site Institution* means a university that has completed an application and received funding as a research site from the NSF I/UCRC program which requires \$200,000 annually in company membership fees from companies per University site.
- *Lead Institution* means the Site Institution that is responsible for managing the membership fees and contracting for the Center.
- *Sponsor* means NSF.
- *University(s)* or *Participating University(s)* means universities collaborating in the Center.

## Article III – Purpose

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### Vision Statement

- 3.1 The CB<sup>2</sup> will conduct industry-relevant fundamental research to facilitate strategies for bioplastics and biocomposites to develop the knowledge that will allow the production of an array of high-value products, including plastics, coatings, adhesives, and composites, from agricultural and forestry feedstocks that are compatible with current industrial manufacturing systems and thereby promote rural development.

### Mission Statement

- 3.2 The missions of the CB<sup>2</sup> are:
- Collaboration with industry to develop fundamental knowledge of bioplastics and biocomposites
  - Dissemination of this knowledge through publications, workshops, tradeshow, and other means
  - Education of future researchers, engineers, and scientists

### Research Focus

- 3.3 CB<sup>2</sup> research topics will focus on the needs of the members and the capabilities of the universities. Areas of research may include:

- Synthesis and compounding
- Biocomposites
- Biobased products
- Processing
- Modeling

## Article IV – Membership

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- 4.1 A company, corporation, government organization, or other organization becomes a member upon execution of the membership agreement (Appendix I) and non-disclosure agreement (NDA) (Appendix II) and paying the membership fee.
- 4.2 A company, corporation, government organization, or other organization may support the center with a maximum of two full voting memberships.
- 4.3 The CB<sup>2</sup> membership fees will be used to support center research. The cost for one full-membership is \$35,000/year and the cost for one half-membership is \$17,500/year. A large company (+500 employees) is only eligible for a full membership, while a small company (1 to 499 employees) may join the center with a half membership. Any company, non-profit organization, commodity organization, or government agency that pays at least a half-membership is considered a member of the center. To account for normal increases in costs associated with running the center (e.g., student wages, tuition) and reduced funding from the NSF over time, it is expected that the cost of membership will increase by 15% every five years. The Directors Board will assess membership costs and propose increases every five years to enable a meaningful program.
- 4.4 All entities that receive and use membership fees will provide a cost share match to support center research by limiting the university overhead rate to 10% on member's cash fees in accordance with the requirements of the NSF I/UCRC program solicitation.
- 4.5 Affiliate Program. An Affiliate is an organization that would like to have a relationship with the Center, but is not able to participate as a full member. See APPENDIX III for details regarding the Affiliate Program.
- 4.6 All members will sign the same membership agreement (Appendix I) and associated non-disclosure agreement (Appendix II) unless otherwise approved by the center director and lead site for non-substantive changes, or by the center director, all university site directors, the NSF I/UCRC program management and two-thirds of the IAB representatives for substantive changes.

- 4.7 Termination of the membership agreement must be provided 90 days prior to fall meeting in writing to the center director for the following calendar year.
- 4.8 New member companies must pay full membership prior to voting (prior to fall meeting) for selecting projects for the following year.
- 4.9 Members must remain active (attend IAB meeting and mentoring of projects), during their membership term.

## Article V – Organization

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- 5.1 Members paying membership fees or providing in-kind membership fees will each have one representative on the IAB. An organization will be entitled to one voting representative on the IAB for each paid membership.
- 5.2 The IAB will select a chair-elect and secretary for a one-year term at the annual site location IAB meeting. After serving one year as chair-elect, a one-year term as chair is served. If the chair can no longer complete their duty, the secretary will complete their duties and the IAB will select a new secretary. The chair will be responsible for administrating IAB meetings, voting during project selection. The secretary will be responsible for documenting meeting outcomes.
- 5.3 All members will participate in strategic planning for the center. The IAB will assist the participating faculty in identifying pre-competitive, industry-related research projects; recommend research projects for future work; assist the center director and site directors in identifying new members; review the research and educational accomplishments of the center; and recommend restructuring and/or redirecting of on-going programs to meet IAB needs and concerns.
- 5.4 The center director will be responsible for all center activities and will report directly to his/her supervisor such as the dean at the lead university. The center director will be proposed by the site directors and approved by the IAB.
- 5.5 The site directors will be responsible for center activities at their university and will report directly to their respective university administrators and to the center director for purposes of center business. The site directors will be liaison between the center and the appropriate academic departments of the member universities. The site directors will be proposed by the individual sites and approved by the IAB.

- 5.6 Project principal investigators will manage specific research projects funded by the center and will report directly to their respective site directors and university administrators for matters related to center-funded activities, and, will provide regular reports to the members supporting their projects. Project principal investigators will be identified in specific project proposals.
- 5.7 Each site director will be recommended by the participating university and confirmed by the IAB by voting in which each company has a single vote. This will include during each site addition, as well as when the IAB feels it necessary to consider the current performance of any site and/or center director. In the case of identifying a new center director, all active sites can submit nominations for consideration by the IAB.
- 5.8 A center external evaluator, appointed by the NSF, will assist the center director, site directors, and IAB to organize and operate the center and provide an independent assessment of the operation. The center external evaluator will report directly to the NSF I/UCRC program manager.
- 5.9 The lead university and each participating university will provide a reasonable level of administrative support for operation of the center. Administrative staff will maintain the center web site including documents accessible to IAB members through a secure system
- 5.10 The lead site will hire a business development officer that will oversee membership funds, reporting, financial aspects, and assist the center director.

## Article VI – Administration

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- 6.1 The center director and site directors will work with the IAB on the strategic plan for the center and on recruiting new members.
- 6.2 The center director, in cooperation with the site directors, will submit an annual operations and research budget to the IAB for review and recommendations. This will be available for review prior to the fall IAB meeting each year.
- 6.3 Upon recommendation of the IAB, the center and site directors will authorize the use of membership fees by the project principal investigators in support of center research.
- 6.4 The site directors will work with the appropriate departments on recruiting graduate students for the center and will set standards for student participation, monitor student progress, set goals for recruiting students (especially minority and women), and promote the multidisciplinary nature of the research program.

- 6.5 Each CB<sup>2</sup> student (undergraduate, graduate, or postdoctoral) will have a center faculty mentor from his or her institution. The faculty mentor is responsible for advising the student on university, departmental, and center policies.
- 6.6 Each site will form an academic Policy Committee / Leadership team from each sites administrative body that will meet at least twice a year to review the activities of the center.
- 6.7 The MOU between universities will be administered by the universities.

## Article VII – Reports and Interactions

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- 7.1 The center director shall provide at least an annual report to the members and the NSF. This report will be available in electronic form for download over the Internet through a secure login interface.
- 7.2 For each project funded within the center, the principal investigator shall provide an I/UCRC project description with technical objectives and milestones to the members at the beginning of the project.
- 7.3 For each project funded within the center, the principal investigator shall provide a written quarterly report to the center director, that will be forwarded to IAB members and the relevant project mentors (see 9.4 below).
- 7.4 Interim project reports shall be provided to mentors via regular teleconference briefings or short written reports. The form and frequency of reports for each project shall be determined by the principal investigators and the project mentors.
- 7.5 All administrative issues, concerns, or conflicts regarding the activities of research and reporting are the responsibility of the center director.
- 7.6 All reports will be provided to members as PDF files and will be marked “confidential.”
- 7.7 Mentor(s) that determine a PI is not meeting the reporting and progress requirements will alert the center director for possible sequestration of research funding. The chair of the IAB must approve all funding sequestrations and notify members if a project is identified as not meeting the requirements.
  - 7.7.1 The mentor(s) submits the issue(s) to the directors and IAB chair in writing.



- 7.7.2 The director(s) and IAB chair report the issue(s) to the PI, detailing actions that are required to solve the issue(s) within two weeks.
- 7.7.3 If the issues are not resolved within the allotted time, the director(s) and IAB chair will formalize action until the issue is resolved.
- 7.8 Final reports are due to center director 2 weeks after the project ends. The reports should be cumulative and detail all of the results of the project.
- 7.9 PIs are required to attend or have a CO-PI participate in the 6-month meeting and annual meeting.
- 7.10 No-cost extension: PI's requesting a no-cost extension for current CB<sup>2</sup> projects, below are guidelines for such requests:
  - 7.10.1 The PI is required to submit a one paragraph justification for the request, one month prior to the Fall CB<sup>2</sup> meeting in writing to the Director.
  - 7.10.2 The PI may ask for a maximum of a 4-month extension.
  - 7.10.3 Any funds remaining after the 4-month period (4/31/xx) will be returned to the center for funding projects the following year.
  - 7.10.4 A final report will be required at the end of the 4-month extension.

## Article VIII – Meetings

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- 8.1 The center director, site directors, and the IAB chair, in consultation with the center evaluator and in accordance with NSF guidelines, will establish the schedule of activities and meetings for the center as well as the agenda for the semi-annual research review meetings.
- 8.2 The participating universities and IAB members will meet twice a year (spring and fall) to review research results, propose projects, review budgets, and discuss the strategic plan for the center. Typically, the participating universities will host the fall center meetings on a rotating basis with the date and location determined at the previous IAB meeting with the main focus on selecting project for the following year. Spring meetings will typically be held at an airline hub or related conference location with a main focus on reviewing project progress and developing seed concepts.

- 8.3 A member may send more than one representative to the IAB meetings, but will only have one voting representative.
- 8.4 A non-member may attend one meeting as long as there are no objections from any member and as long as the visiting company executes the standard confidentiality agreement. The visiting company will have no rights, such as voting or access to reports. The center director will notify the IAB one week before a meeting, by email, of possible guests, including names, titles and affiliation.
- 8.5 Meeting agendas will be provided at least two weeks in advance of each meeting. Minutes for open and closed IAB sessions will be taken by the IAB secretary and distributed to the IAB and center evaluator after the meeting. All documents will be supplied as PDF files and marked confidential.
- 8.6 Center meetings are closed to the public because proprietary information will be discussed. Attendance is limited to faculty, staff, postdoctoral fellows, and students affiliated with the center; representatives of center members; the NSF-appointed center evaluator; and other NSF personnel. Prospective members and university affiliates may attend by invitation of the center director and must sign a CB<sup>2</sup> confidentiality agreement. Prospective members may attend a maximum of two IAB meetings.

## Article IX – Research Project Selection Procedure

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- 9.1 Proposed new projects are reviewed annually by the IAB. On project decisions each IAB member is allocated votes with which to influence project selection and resource allocation priorities. Each member paying a full membership is allocated 10 votes. Each member paying a half-membership is allocated 5 votes. Votes may be distributed across sites and projects in any manner the member selects, from all votes on one project to some votes on many or all projects. Projects with the most votes will be selected for funding irrespective of center site. Project budgets may be adjusted slightly on the basis of available funds.
- 9.2 The research projects are conducted by students (undergraduate, graduate, and/or postdoctoral), technical staff, and faculty at one or more of the participating universities.
- 9.3 All center members may participate in the selection and evaluation of research projects. Individual organizations may acquire up to two voting center full-memberships, and therefore will have a corresponding number of voting points. For example, a company that pays for two full memberships will be allocated 20 votes for selection of new research projects.

- 9.4 Each funded project selected by the IAB will have a minimum of one mentor/technical sponsor from a member institution.
- 9.5 Members will propose general industry-oriented research topics of interest for consideration. A portfolio of relevant research topics will be compiled based on the interest of the members. These research topics will be posted on a secure web site and will form the basis for cooperative discussions among the faculty and the members. Each participating university will develop a set of pre-proposals consistent with the interest of the members and the mission of the center. The pre-proposals will be posted on a secure web site prior to the fall IAB meeting. At the research review meeting, faculty/student teams will discuss their pre-proposals with IAB members.
- 9.6 The Center will use a priority-driven ranking mechanism by which the IAB can recommend funding. (A voting method that allows one IAB Member to independently fully fund its project(s) of choice is viewed as supporting contract work and is disallowed under the IUCRC framework)
- 9.7 The Center will only consider research projects that are not a duplicate of, or substantially similar to federal awards received by researchers participating in the Center's activities.

## Article X – Publicity

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- 10.1 A member shall not use the name of any participating university in any publicity, advertising, or news release without prior written approval of an authorized representative of the affected university. Members may request anonymity, but by default, will be listed on the CB<sup>2</sup> web site and mentioned in public communications regarding CB<sup>2</sup> and its activities. Center press releases will be coordinated between the center director and participating university press office. Notwithstanding the forgoing, parties may satisfy any reporting requirements of their respective organizations and of NSF.
- 10.2 Subject to the recommendations of the IAB, the center director shall post descriptions of all CB<sup>2</sup>-funded research projects on the center web site. The descriptions shall not contain confidential or proprietary information and may be published freely.

## Article XI – Publications

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- 11.1 Researchers engaged in CB<sup>2</sup> research shall be permitted to disclose the methods and results of their research after a review by the members for proprietary materials as outlined in the membership agreement (Appendix I).

- 11.2 In accordance with the membership agreement and subject to limited restriction, universities reserve the right to publish center information arising out of or resulting from shared research. The notice of intention to publish along with the manuscript will be sent to the primary contact for each member with receipt confirmation requested and posted to the secure center web site 30 days prior. It shall be incumbent upon the requestor to obtain documented evidence that the primary contact for each member company has received the notice. University publication rights remain as per the membership agreement.
- 11.3 Center data that have been approved for publication may be used in additional publications or forums without additional permission.

## Article XII – Benefits

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- 12.1 All members will have non-exclusive rights to the entire CB<sup>2</sup> shared research portfolio under the conditions outlined in the membership agreement and these operating procedures.
- 12.2 All members will have an opportunity to directly contribute to CB<sup>2</sup> research and education programs by serving as industry mentors and/or thesis committee members as appropriate and consistent with the policies and procedures of participating universities.
- 12.3 All members will have an opportunity to propose specific research problems and focus areas for research.
- 12.4 Information transfer between the faculty/student research teams and members will be promoted by: (1) direct involvement of the industry advisor on the research team, (2) submission of reports, and (3) research presentations to members.
- 12.5 Each member that joins the center by paying the membership fee will vote anonymously on the selection of research projects supported by membership fees. They will also be eligible to vote on all other center matters and participate in the evaluation and discussion of research projects.
- 12.6 Each member that joins the center on an approved in-kind basis will also have voting rights as outlined in 12.5 if approved by two-thirds of the cash paying membership.

## Article XIII – New University Affiliates and Industry Members

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- 13.1 It is anticipated that new universities may request membership in the CB<sup>2</sup> as a site or affiliate institution. Each new university requesting membership shall initially obtain concurrence from the center director and site directors prior to submitting a letter of intent to join the CB<sup>2</sup>. Universities requesting membership as a participating university 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 CB<sup>2</sup>. Upon concurrence by the center, including the approval of a two-thirds majority of the IAB, the new university requesting membership as a participating university may continue its application following the applicable procedures of the current NSF I/UCRC program solicitation.
- 13.2 A new university requesting membership into CB<sup>2</sup> shall review their research objectives and program plans, and obtain and submit within their planning grant proposal a letter of support from the site director at each of the current center university members and from the IAB chair.
- 13.3 From time to time, new companies, corporations, or organizations may request, or be invited, to join CB<sup>2</sup> as a member. These new companies or organizations may join CB<sup>2</sup> upon signing the existing membership agreement and associated Confidentiality Agreement (Appendix II), acceptance of the current operating procedures, and payment of the non-prorated annual membership fee.

## Appendix 1

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### CB<sup>2</sup> IUCRC Membership Agreement

This Agreement is made by and between (hereinafter called "MEMBER") and North Dakota State University (hereinafter "NDSU"), on behalf of the Universities listed in Appendix A (hereinafter collectively referred to as "UNIVERSITIES") for the Center for Bioplastics and Biocomposites, comprised of UNIVERSITIES funded by the Industry-University Cooperative Research Center (IUCRC) Program of the National Science Foundation.

WHEREAS, UNIVERSITIES have made individual proposals to the National Science Foundation for support of Phase II activities under the IUCRC Program however those awards have not yet been awarded.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an IUCRC for Bioplastics and Biocomposites (hereinafter "CENTER") at the UNIVERSITIES to perform research.

THEREFORE, the parties hereby agree to the following terms and conditions:

1. This Agreement will be effective as of September 1, 2021 to support Center research projects beginning in the calendar year 2022.
2. CENTER will be operated as a consortium integrating industry, government, and academia. The industrial community includes but is not limited to major corporations, middle market companies, small businesses and startups. Public participants may range from local governments to divisions of federal agencies.
3. MEMBER agrees to contribute annually in support of the CENTER and thereby becomes a member (please check one):

\$35,000 for companies with more or equal to 500 employees. Support at this level counts as ONE FULL MEMBERSHIP and TEN VOTES.

\$17,500 for companies with fewer than 500 employees. Support at this level counts as ONE FULL MEMBERSHIP and FIVE VOTES.

Each year, membership fees are utilized to support selected research projects and CENTER operations. MEMBER will be invoiced for its fees in the fall for the following year's research projects. MEMBER fees should be paid within sixty (60) days of invoice and no later than the Fall Industry Advisory Board Meeting to ensure MEMBER voting rights. MEMBER understands the importance of timely payment of membership fees is necessary to continue the CENTER's research efforts. Membership fees are not refundable.

***Checks from MEMBER should be mailed to North Dakota State University, Attn: CB<sup>2</sup>/IME, Dept. 2485, PO Box 6050, Fargo, ND 58108-6050 with a note in the memo section indicating the payment is for CB<sup>2</sup> membership.***

4. There will be an Industry Advisory Board (IAB) composed of one designated representative from each member. MEMBER shall designate a single representative to the Board and shall notify UNIVERSITIES of the designation. MEMBER retains the right to change the designated representative at any time, provided MEMBER notifies the UNIVERSITIES of the change. This Board primarily makes recommendations on (a) the research projects to be carried out by CENTER, (b) changes in the bylaws, and (c) other supporting activities at the CENTER.

5. UNIVERSITIES reserve the right for their faculty, research staff, and students involved in Center research to publish the results of any research performed by CENTER. MEMBER, however, shall have the opportunity to review any publication containing results of the research program of CENTER prior to publication and shall have the right to request the CENTER for a delay in publication for a period not to exceed 90 days from the date of submission to MEMBER, provided that MEMBER makes a written request and justification for such delay within 30 days from the date the proposed publication is submitted by certified mail to MEMBER.

6. All intellectual property (IP) derived from inventions conceived or first actually reduced to practice within the CENTER shall belong to one or more of the UNIVERSITIES which invented said IP. UNIVERSITIES will take such action as is necessary to ensure that it/they has/have ownership of all patents developed from this work and shall be responsible for ensuring compliance with chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act. UNIVERSITIES shall provide all CENTER members with notification of the development of IP through CENTER research.

7. For a period of four (4) months after notification that IP was developed through CENTER research, UNIVERSITIES agree that all CENTER members are entitled to an option for a nonexclusive, royalty-free license with the right to sublicense to its subsidiaries and affiliates to the IP rights developed through CENTER research. MEMBERS that wish to exercise such rights to a royalty-free license agree to pay patent application and maintenance costs. If only one CENTER member seeks such license during the four (4) month option period, that member may obtain an exclusive fee-bearing license on commercially reasonable terms.

8. Copyright registration shall be obtained for software developed by CENTER. MEMBER shall be entitled to a nonexclusive, royalty-free license to all software developed by CENTER. MEMBER will have the right to enhance and to re-market enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial software, but not to exceed 25% of a fair sale price of the enhanced software product sold or licensed by MEMBER.

9. Any royalties and fees received by UNIVERSITIES under this Agreement, over and above expenses incurred, will be distributed according to the universities' royalty distribution policies, with the understanding that 33% will accrue to the CENTER operating account, or to the relevant UNIVERSITIES involved in the royalty/fee agreements in the event that the CENTER is no longer in operation.

10. This membership agreement remains valid until this Agreement is terminated by:

(a) By the MEMBER giving NDSU, written notice on or before August 30, of any year that it will not be a MEMBER in the next calendar year; or

(b) Without-cause, by NDSU giving MEMBER written notice at least 90 days prior to the noted termination date; or

(c) For breach, by NDSU giving MEMBER 15 day written notice to cure such breach.



11. An individual UNIVERSITY may withdraw from the CENTER and no longer be obligated by this agreement, by giving MEMBER and the other UNIVERSITIES 90 day's written notice prior to the withdrawal date from the CENTER. If an individual UNIVERSITY withdraws, this agreement remains in effect between the MEMBER and the other UNIVERSITIES.

12. An individual UNIVERSITY may join the CENTER and be obligated by this agreement by signing applicable CENTER agreements. NDSU will provide MEMBER with notice of any new UNIVERSITY joining the CENTER.

13. Neither party is assuming any liability for the actions or omissions of the other party. To the extent allowed by law, 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 or expense results from the negligence of a party's agents or employees. **Any and all intellectual property and rights granted and/or provided by UNIVERSITIES pursuant to this Agreement are on an "AS IS" basis. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.** UNIVERSITIES shall NOT be liable to MEMBER or any third party for loss of profits or for incidental, indirect, special or consequential damages, even if a UNIVERSITY has been advised of the possibility of such damages or has or gains knowledge of the existence of such damages. MEMBER shall defend, indemnify and hold harmless NDSU and UNIVERSITIES ("UNIVERSITY Parties") from and against any and all liability, damage, loss or expense (including reasonable attorney's fees and expenses) incurred by or imposed upon any or all UNIVERSITY Parties in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to MEMBER or its subsidiaries or affiliates under this Agreement under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

14. Any official notice, invoice, and other correspondence between the parties under this Agreement shall be in writing and delivered by no less than First Class U.S. Mail service or facsimile transmission addressed to the other party's administrative contact as follows:

	<b>MEMBER</b>	<b>CB<sup>2</sup> Administrative</b>	<b>NDSU Business Matters</b>
<b>Name</b>		Dr. David Grewell	Joycelyn Lucke
<b>Title</b>		Director, CB <sup>2</sup>	Assistant Director, Business Development
<b>Address</b>		Engineering 106, Dept. 2485, PO Box, 6050, Fargo, ND 58108-6050	1735 NDSU Research Park Dr., Dept. 4000, PO Box 6050, Fargo, ND 58108
<b>Phone</b>		701-231-5395	701-231-5624



<b>Email</b>		David.Grewell@ndsu.edu	Joycelyn.Lucke@ndsu.edu
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“Notice” as used herein shall not include notice of claims for money damages or other legal proceeding against NDSU or the State of North Dakota, which shall instead be governed by applicable law.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

**MEMBER**

\_\_\_\_\_/\_\_\_\_\_  
Name: \_\_\_\_\_ Date

Title:

**NDSU for the Center for Bioplastics and Biocomposites**

Read and understood:

Agreed and accepted:

\_\_\_\_\_/\_\_\_\_\_  
Name: David Grewell Date  
Title: Director, CB<sup>2</sup>

\_\_\_\_\_/\_\_\_\_\_  
Name: Joycelyn Lucke Date  
Title: Asst. Director, Business Development

### Appendix A

<p>LEAD-SITE UNIVERSITY</p> <p>North Dakota State University</p>	<p>Primary Contact:</p> <p>David Grewell 701-231-5395 David.Grewell@ndsu.edu</p>
<p>PARTNER UNIVERSITY</p> <p>Iowa State University</p>	<p>Primary Contact:</p>
<p>PARTNER UNIVERSITY</p> <p>Washington State University</p>	<p>Primary Contact:</p>
<p>PARTNER UNIVERSITY</p> <p>University of Georgia</p>	<p>Primary Contact:</p>

**Addendum to the CB2 IUCRC Membership Agreement:****CB2 Center Dissemination Agreement for Universities and Members**

This Agreement (“Dissemination Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 by and between North Dakota State University (hereinafter “University”) acting on behalf of the Center for Bioplastics and Biocomposites (hereinafter “CB2”) and the undersigned CB2 Member (“Member”).

WHEREAS, CB2 conducts research projects which are funded by its Members pursuant to the IUCRC Membership Agreement (hereinafter “Membership Agreement”) placed into effect between University and each Member; and

WHEREAS, the undersigned CB2 Member entered into the Membership Agreement; and

WHEREAS, CB2 and its Members desire to disseminate to the public, non-confidential, general information and non-confidential research results generated from the research projects;

NOW, therefore, the parties to this Dissemination Agreement hereby agree to the following terms and conditions governing public dissemination of non-confidential information:

- A. All CB2 membership agreement provisions for publication review and intellectual property are for internal use only by the Member and will not be transferable to those organizations served by the Member’s institute or association.
- B. Member shall receive the following:
  - i) A written report, for Member’s internal-use only for each ongoing CB2 Center project, to be delivered prior to each periodic meeting with Members.
  - ii) In a timely manner following each periodic meeting, an executive summary report providing information of a general, non-confidential, non-proprietary nature about the progress of the research projects, including the right to copy, republish, and distribute, in whole or in part, the report to all interested members of the public.
- C. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party; and such consent shall not be unreasonably withheld.
- D. The terms and conditions of the Membership Agreement are incorporated herein, and the terms and conditions above are supplemental to the terms and conditions of the Membership Agreement. In the event of any conflict between the terms and conditions of this Dissemination Agreement and the terms and conditions in the Membership Agreement, the terms and conditions of the Membership Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Dissemination Agreement to be executed by their duly authorized representatives.

North Dakota State University, acting on behalf of the  
**Center for Bioplastics and Biocomposites**

Name: Joycelyn Lucke

Title: Assistant Director, Business Development

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Member:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Appendix A

<p>LEAD UNIVERSITY</p> <p>Authorized Officer:</p> <p>University name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>
<p>PARNTER UNIVERSITY 1 [add additional table rows as needed, one per university site]</p> <p>Authorized Officer:</p> <p>UNIVERSITY name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>

## Appendix II

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### Confidentiality Agreement

#### Schedule A

Reference is made to the CB<sup>2</sup> Confidentiality Agreement between Iowa State University of Science and Technology (“ISU”) and Washington State University; and COMPANY members of the CENTER (the “Confidentiality Agreement”).

Capitalized terms used herein and not otherwise defined have the respective meanings assigned in the Confidentiality Agreement.

The undersigned hereby agrees to the terms and conditions of the Confidentiality Agreement and to the designation of the undersigned as a COMPANY thereunder as of the Effective Date specified below.

This Schedule A may be executed in any number of counterparts and by any party on separate counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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#### Company Information

Company Name:

Address:

City:

State:

Zip:

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#### Authorized Company Official

Name:

Title:

Effective Date:

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#### Contact Information for Administrative Matters

Contact Name:

Phone Number:

Email Address:

## Appendix III

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### **Affiliate Program**

An **Affiliate** is an organization that would like to have a relationship with the Center, but is not able to participate as a full member.

An “Affiliate” must execute a Confidential Disclosure Agreement. The level of fee support is defined by the number of full-time employees of the organization. Participation Fees for an Affiliate are:

- \$2,500 per year for companies with 50 employees or less, non-profit organizations, and non-federal government agencies
- \$5,000 per year for companies with 51-500 employees
- \$10,000 per year for companies with more than 500 employees

### **Benefits**

Affiliates have the following benefits:

- Access to all meetings,
- Participation in biannual meetings,
- Networking opportunities with other IAB members and PIs,
- Invitation to observe project mentor update meetings, and
- Access to all reports, including archived reports.

### **Limitations**

Affiliates may contribute Participation Fees but do not have voting rights and do not have exclusive or non-exclusive, royalty-free license access to the Center Intellectual Property. An Affiliate does not sign the Membership Agreement; however, an Affiliate must sign a Confidential Disclosure Agreement. For large organizations (over 500 full-time employees). Affiliate status is only permitted one time (one year) in a five-year period. Non-profit non-federal organizations may continue indefinitely as an Affiliate. All Affiliate organizations must have an Employer Identification Number (EIN).

The Affiliate Program will be under a two-year term where it will be reviewed for continuation, or it will discontinue at that time based upon review of the desired intentions for creation of the Affiliate.

Company Size/Description	Annual fee	Allowable affiliate duration
1-50 employees	\$2,500	1 year
51-500 employees	\$5,000	1 year
+500 employees	\$10,000	1 year
Non-profit, non-federal	Same as above based on number of employees	Unlimited as long as affiliate program is in place

**Justification**

The benefit of an Affiliate is well worth the minimal financial expense required to participate.

The benefits far outweigh the expense in many ways, including but not limited to the following:

- Affiliate provides access to a wide variety of high-caliber industry members, as well as the vast knowledge of the researchers and resources available at the universities involved with the Center.
- The one-year Affiliate provides an immersive opportunity to observe the Center and become familiar with the Center’s operations and benefits for full membership.
- Affiliates can determine how the Center fits their company mission and strategic plan and how the Center benefits their organization.
- Having the opportunity to interact with the industrial advisory board and the principal investigators serves as an excellent source of networking.
- The networking experiences during the year can help prepare an Affiliate for success by giving them a deeper understanding of the abilities and resources available to the scientists/universities involved in the Center.
- Affiliates may also provide an opportunity to maintain connections during an economic downturn. The Affiliate allows a financially struggling organization the opportunity to remain part of the Center while it regains its financial footing.