Center for Packaging Innovation and Sustainability Bylaws

ARTICLE 1. INTRODUCTION

1.1 The following Bylaws will be used to govern the Center for Packaging Innovation and Sustainability (CPIS) referred to as the Center.

1.2 These bylaws can be amended at any time by an affirmative vote of two thirds of the Full Member(s).

ARTICLE 2. PURPOSE

Vision Statement: The Center will provide a forum for industry/university cooperative research on innovative and sustainable packaging initiatives.

Mission Statement: The Center will serve as a resource for the Member(s) by:
- Sponsoring and administering cutting edge research that will lead to improved packaging sustainability and improve the environmental impact of packaging and distribution.
- Developing scientific criteria and guidelines to assist companies across the supply chain in making sound decisions regarding packaging system applications toward achievement of more sustainable outcomes including improving and validating assessment tools.
- Developing and disseminating credible and authoritative science-based information on innovative packaging through a multi-disciplinary approach based on the scientific, technical, economic, environmental and ethical aspects of sustainability.
- Promoting education in packaging at the student and practicing professional levels as well as through community outreach.

Research Focus: The Center will create and maintain a research program that results in credible scientific data that supports packaging innovation and sustainability efforts for the packaging value chain. By bringing together members from all segments of the value chain to view, discuss, and act on the issues from all perspectives the Center will develop packaging solutions for a sustainable society. The Center will conduct primary lab and field research that will provide basic research derived information about packaging versus merely gathering information from other sources. By providing fundamental and applied scientific research the Center will be the source of the most authoritative data in packaging.

ARTICLE 3. MEMBERSHIP, FEES, AND RIGHTS

3.1 The Center is funded by charitable contributions and ongoing dues from the Center Members. There are three types of membership; Full Members, Associate Members and Non-Profit Members (Environmental Non-government Organizations/ Federal and State Government Units), the three types collectively, Center Members.

3.2 The rights and obligations of members under this agreement are not the same, as described in these Bylaws.
The rights of Full Members under this agreement include:
   a) Input to the Center’s research agenda by issuing calls for research proposals, direct input to the review, acceptance and rejection of proposals, and the ability to direct and allocate funding to accepted proposals.
   b) Full Members can participate in Center discussions with as many company representatives as desired; however, Full Members receive only one vote.
   c) Full Members have access to all research results provided in quarterly and final reports, may request interim reports as desired and have access to any intellectual property as defined in Article 11 of these bylaws.

The rights of Associate Members under this agreement include:
   a) Active participation in Annual Meetings and discussions, but without a vote.
   b) Access to research results via quarterly reports and final reports and access to intellectual property as described in Article 11 of these bylaws.

Non-Profit Members will be given one vote per organization and have access to research results via quarterly and final reports.

3.3 The initial charitable contribution to join the Center is: $100K for Full Members, $25K for Associate Members, or $0 for Non-Profit Members. The initial funds will be used to support the ongoing operations of the Center, and R&D targeted to the broad questions in packaging innovation and sustainability. It is understood by all parties that research results and any related intellectual properties derived from work funded by these charitable contributions are the sole property of Michigan State University and that these results may be disseminated consistent with the charitable nature of this funding.

3.4 The Center is sustained by Annual Dues from Center Members. The Annual Dues for Full Membership is $50,000 per year with a minimum 3 year commitment. The Annual Dues for Associate Membership is $15,000 per year with a minimum 3 year commitment. Annual Dues for Non-Profit Membership is $0. Annual Dues may be provided as either charitable contributions or grant-funding payments.

3.5 Annual Dues provided as grant-funding payments will be used to sponsor research projects of particular interest to Center Members (Center Research), and will pay the University’s full federal indirect cost rate. Research results and any related intellectual properties derived from work funded by the Annual Dues are the property of Michigan State University, with a guaranteed offer of non-exclusive or exclusive licensing made to Full Members in advance of availability to Associate Members or the general public (See ARTICLE 11).

3.6 Annual Dues provided as a charitable contribution will be treated in a manner similar to founding gifts as outlined in section 3.3, with similar restrictions on deliverables to Center Members.

3.7 Projects funded under these bylaws will not be allowed to have mixed funding sources, comprised of both charitable and non-charitable sources. In the event that such funding does occur, the treatment of those projects will be as outlined in section 3.3.
3.8 All Center Members will sign the same Membership Agreement, and agree to be governed by these bylaws.

ARTICLE 4. ORGANIZATION

4.1 The Center headquarters are at Michigan State University within the School of Packaging. The Director shall be Dr. Joseph Hotchkiss until a successor is named by the University. The Director shall name an Assistant Director.

4.2 The members of the Center for Packaging Innovation and Sustainability (Center Members) will provide operational guidance to the Director for the Center’s research for the forthcoming year (see 4.5).

4.3 Full members may have a reasonable number of representatives attending meetings; however, each member company or organization shall have one vote. The Director will be a non-voting member of the Center. Associate members may also have multiple attendees and can participate in the discussion of research projects but do not have votes in the funding of specific projects.

4.4 The Center aims to have at least one Non-Governmental Organization and one Government representative that will have direct input into the research portfolio with voting rights.

4.5 All Members will participate in the strategic planning of the Center. The Center Members, following consultation with the Director, will establish the Center’s annual research projects and budget.

4.6 The Center Members will be expected to assist the Center in identifying new Center Members.

4.7 The Center Members will, on at least an annual basis, review the research and educational accomplishments of the Center.

4.8 All Members are expected to have representatives at the Annual Meeting. All Full Members are expected to have representatives at all Ad-Hoc meetings or make prior arrangements with the Assistant Director of the Center. All voting members are expected to cast votes with a majority ruling.

4.9 The Director of the Center will be responsible for all Center activities and will provide overall Center reports to the Center Members. The Director will set the agenda for the Annual Meeting.

4.10 The Director will work to guide the Center’s research in keeping with Center Members planning. Similarly, Director will represent the Center’s academic (student education, theses, and publications) interests when meeting in consultation with the Center Members to set realistic research goals for a given year.

ARTICLE 5. ADMINISTRATION

5.1 Point-of-Contact: The Center Director will be the point of contact for current and potential Center Members regarding Center-wide issues. The Director has the ability to call meetings as needed to address concerns of the members and ultimately can make final decisions on issues that affect the Center’s research investments in the best interests of the Center.
5.2 A prioritized list of research objectives will be developed at the Annual Meeting. If a Center Member is unable to attend the Annual Meeting the Center Member shall have the right to designate projects of interest *in absentia*. The Director will subsequently develop plans to meet as many of the objectives as is feasible with the available resources. Members will vote to approve the plans and offer feedback and authorize all spending. The Assistant Director will coordinate a response to the Center Members in order to provide a “roadmap” for the year’s research.

5.3 The Director will then be responsible for assuring the execution of the indicated research with the allocated financial resources.

ARTICLE 6. REPORTS

6.1 The Assistant Director will schedule and collect “update reports” from each research project to send via email to Center Members on a quarterly basis.

ARTICLE 7. MEETINGS

7.1 There will be an Annual Meeting of Center Members and invited participants as approved by the Director as well as at least two update meetings each year; ad hoc meetings (live and teleconference) can be arranged for interested Center Members to gain exposure to the progress on the research work for the current year. Ad hoc meetings will be in response to Center Member requests.

7.2 The date for the Annual Meeting will be chosen by the Members at the prior year’s Annual Meeting to allow for maximum participation. Interim face-to-face meetings will be planned at least 30 days in advance and ad-hoc meetings called by a Member or the Director do not require advanced notice. The Annual Meeting must have majority of the Members present. If a majority of Members are not present for the Annual Meeting the Director will provide a proposed alternative date within 15 days of the Annual Meeting date.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidential information is any information provided in writing or in any other form, marked with the word “Confidential” or “Secret”, and must include a disclosure date. When provided orally, the Confidential Information must be confirmed in writing within 30 days, marked with the word “confidential” or “secret” and dated. Quarterly reports will be marked “Confidential”.

8.2 The Members and the University recognize that either party may disclose Confidential Information to the other in order to allow for the realization of the goals of the Center. The Party receiving disclosure will not obtain rights or interests therein and such transfer of Confidential Information shall not be construed as a grant of any right or license with respect to the information delivered, these rights remaining the property of the disclosing Party.

8.3 Each Party agrees:
8.3.1 To use the Confidential Information solely for the purposes mentioned in these Bylaws, unless prior written consent has been obtained from the Party owning the Confidential Information;

8.3.2 Not to disclose the Confidential Information or allow it to be disclosed to a third party. In addition, each Party agrees to restrict disclosure of the Confidential Information within its own organization to those employees, administrators, managers or agents who specifically need to know this Confidential Information for the purposes set out by these Bylaws and who agree to respect all the obligations;

8.3.3 Not to reproduce nor use the Confidential Information to produce, sell, have produced or have sold marketable products or technologies unless a license to this effect takes place between the Parties;

8.3.4 To return the Confidential Information to the other Party, following a written request to this effect, after it has finished its evaluation and to destroy any copy or transcript, in whole or in part, that it may have made of the Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Confidential Information in its legal archives for the sole purpose of determining its rights and responsibilities under this Agreement.

8.3.5 To handle the Confidential Information in the same manner and with the same diligence that it applies to its own Confidential Information, including all reasonable care required.

8.4 Members recognize that Universities are public teaching and research institutions and cannot be held accountable for any unintentional breach of confidentiality. The University agrees, however, to protect the Confidential Information by using the same degree of care that it takes to protect its own Confidential Information.

8.5 The Parties recognize that the following information is not subject to the Bylaws when:

8.5.1 The information is currently in the public domain or becomes a part of the public domain through no fault of the Parties;

8.5.2 A Party was legally in possession of the information before receiving it from the other Party and did not acquire it directly or indirectly from the latter, as evidenced by the records of the receiving Party;

8.5.3 The information was legally provided to the Party in good faith by a third party at arm’s length;

8.5.4 The disclosure was necessary by virtue of a law, regulation or by order of a court;
8.5.5 The information was independently developed by the receiving Party without use of or reference to the confidential information;

8.5.6 The information is approved for release by the written authorization of the disclosing Party.

8.6 The obligations of the Parties by virtue of the present article shall continue to have full effect for three (3) years after the dissolution of the Center; provided, however, the protection of Information constituting a trade secret of either party shall endure indefinitely.

ARTICLE 9. PUBLICITY

9.1 Center Members are encouraged to express their affiliation with the MSU Center for Packaging Innovation and Sustainability and are allowed to demonstrate it on articles and presentations on subjects related to the Center.

9.2 A Center Member shall not use the name of the University in any publicity, advertising or news release without the prior written approval of an authorized representative of the University. University shall not use the name of Center Members in any publicity without the prior written approval of Center Director. Joint press releases will be coordinated between the Center Members and University press offices.

ARTICLE 10. PUBLICATIONS

10.1. Definitions:
Submission means forwarding documents containing research methods and results to be considered for presentation and/or publication maintaining confidentiality.
Publication is the public release of the research methods and results for general public use.

10.2. Members shall have 30 days to review prior to submission of materials and 90 days to review prior to publication.

10.3. University researchers engaged in Center Research shall be permitted to submit papers and abstracts for publication of the methods and results of their research after the Center Members have had up to 30 days to review and comment on the submissions for publication. The members will have an additional 60 days to determine if the submission will compromise confidential information as defined in section 10.4. Researchers will consider and respond to all comments made by the members in regards to the request for publication. In cases where there are disagreements related to content the Center Director will arbitrate the disagreements. In cases where timeliness is important the Center Director may request expedited reviews from the Center Members. The time between submission and publication is typically greater than six months, during which papers may be modified or withdrawn. The Center Member(s) may object to such proposed publication either because it contains patentable subject matter that requires protection and/or there is Confidential Information of the objecting Center Member(s) contained in the proposed publication or presentation.
10.4. In the event that a Center Member makes an objection, any confidential information shall be deleted or publication will be delayed an additional thirty (30) days to allow for the filing of a patent application (good will and a rational resolution are presumed). The University reserves the right to authorize students to prepare masters as well as doctoral theses regarding the results of the research, and as the case may be request outside experts to evaluate, as members of the jury of said theses. The Center Director will provide copies of theses to the Center Members in advance of the student’s defense. Center Members may request removal of confidential information.

ARTICLE 11. INTELLECTUAL PROPERTY

11.1 Member(s) and University agree that all results of Center Research whether patentable or not shall be owned by the University.

11.2 The Member(s) and University agree that all background knowledge and research brought to a project or created outside the scope of a project shall remain the property of the Member(s) or University introducing it.

11.3 All patents and know-how derived from inventions (herein "Inventions") solely conceived or first actually reduced to practice in the course of the Center Research by employees and/or students of University shall belong to University.

11.4 University grants to Full Members a non-exclusive, royalty-free license to use for Sponsor's internal research purposes all unpublished data, know-how, materials and unpatented inventions and discoveries arising as a result of the Center Research.

11.5 If a Full Member, acting solely or with other Full Members, requests a commercial license to an Invention, University shall not unreasonably refuse to grant such license(s), provided said Full Member(s) agree(s) to pay all the costs of patent application, prosecution and maintenance. The University and its Researchers shall cooperate in the prosecution of the patent as requested by the licensee. Such licenses shall bear a royalty that is commercially reasonable under the circumstances, that takes into account the relative contributions of the parties, and that is subject to any government or other third-party rights or requirements that may exist. A single Full Member acting alone may request an Exclusive or non-Exclusive License. If the licensed rights are granted to more than one Member, the royalty shall be the same for each Member. This license shall include the right of Member(s) to sublicense to their own subsidiaries and affiliates, but not unaffiliated third Parties.

11.6 All rights and title to copyrighted intellectual property created in the course of the cooperative research by employees and/or students of the University shall belong to University; Center Members shall receive a non-exclusive, perpetual, royalty-free right to use for its internal purposes any copyrightable intellectual property developed by University related to cooperative research. Any proposed external use or distribution by Center Members of copyrightable intellectual property developed by University shall be subject to the terms of a separate agreement between University and the Center Members.

11.7 The rights granted to Full Members under Articles 11.4 and 11.5, and for specific Inventions, may be, upon request, extended to Associate Members, under terms...
to be negotiated by the University, and subject to the approval of any Full Members that have exercised their rights to that Invention.

ARTICLE 12. INDEMNITY AND LIABILITY

12.1 Neither party is assuming any liability for the actions or omissions of the other party. Each party will, to the extent allowed under the laws of each parties’ state, 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.

ARTICLE 13. LIMITATIONS ON WARRANTIES

13.1 The Parties undertake to cooperate fully towards the realization of the Center research projects. Each Party undertakes to make all reasonable efforts towards the execution of its tasks under the Center.

13.2 Center Members recognize that the University makes no guarantee of outcomes of research and Center activities.