

## **GREENHOUSE LIGHTING & SYSTEMS ENGINEERING (GLASE)**

# **CONSORTIUM BYLAWS**

**The Greenhouse Lighting & Systems Engineering (“GLASE”)** consortium (“**GLASE CONSORTIUM**”) is established by the New York State Energy Development and Research Authority (“**NYSERDA**”) to pursue breakthrough research activities in order to create a more sustainable and profitable greenhouse industry in New York State. The **GLASE CONSORTIUM** will engage in research, education and technology transfer activities. Important objectives of the **GLASE CONSORTIUM** are the transfer of technology to Industrial Members and ultimately to the public so that consumers may enjoy the wide-ranging benefits of **GLASE** technology. Furthermore, the **GLASE CONSORTIUM** will integrate its research with a training program.

### **Article 1 - GLASE Constituency**

#### **1.1 Academic Members**

Academic Partners in the **GLASE CONSORTIUM** consist of Cornell University (hereinafter “**CONSORTIUM LEAD**”), as the lead institution, and partner university Rensselaer Polytechnic Institute (“**Rensselaer**”), together hereinafter referred to as “**ACADEMIC PARTNERS**” or individually as “**ACADEMIC PARTNER**”. The **ACADEMIC PARTNERS** are responsible for all activities leading to reaching the goals of the **GLASE CONSORTIUM**.

#### **1.2 Industrial Members**

Industrial membership is open to any organization that is not prohibited from conducting business in the US and is interested in advancing the **GLASE CONSORTIUM** mission. Organizations meeting such criteria will become **GLASE Industrial Members** after signing the **GLASE Industrial Membership Agreement**. Five categories of industrial membership are available, as outlined below. The membership year begins on April 1st of each year. Payments are due at the start of each membership year and will be pro-rated in the first year to the nearest full month of the initial membership. A member is considered in good standing as soon as the membership fee has been received and a **GLASE Industrial Membership Agreement** has been signed. All **GLASE Industrial Membership Agreements** will be signed on behalf of the **GLASE CONSORTIUM** and administered by the **CONSORTIUM LEAD**.

##### **1.2.1 Category 1: Supporting Industry Members**

Supporting Industry Members are granted the applicable Outreach/Educational and Technology benefits outlined in Appendix B to the **GLASE Consortium Bylaws**. In addition, Supporting Industry Members are eligible to attend on-line quarterly meetings and in-person annual meetings of the Industry Advisory Board. Supporting Industry Members pay an annual membership fee of \$3,000 to support research and operational activities of the **GLASE CONSORTIUM**.

**1.2.2 Category 2: Standard Industry Members**

Standard Industry Members are granted the applicable Outreach/Educational, Technology and Consulting benefits outlined in Appendix B to the GLASE Consortium Bylaws. In addition, each Standard Industry Member is eligible to attend both on-line quarterly meetings and in-person annual meetings of the Industry Advisor Board for which they are granted the applicable voting rights of a full Industry Advisory Board member.

Standard Industry Members are granted access to the Greenhouse Database and Benchmark tool as described in Appendix B.

Standard Industry Members pay an annual membership fee of \$5,000 to support research, operational and technology transfer activities of the GLASE CONSORTIUM.

**1.2.3 Category 3: Premium Industry Members**

Premium Industry Members are granted the applicable Outreach/Educational, Technology and Consulting benefits outlined in Appendix B to the GLASE Consortium Bylaws. Each Premium Industry Member is eligible to attend both on-line quarterly meetings and in-person annual meetings of the Industry Advisor Board for which they are granted the applicable voting rights of a full Industry Advisory Board member.

Premium Industry Members are granted access to the Greenhouse Database and Benchmark tool as described in Appendix B.

Premium Industry Members pay an annual membership fee of \$10,000 to support research, operational and technology transfer activities of the GLASE CONSORTIUM.

**1.2.4 CEA Definition**

Controlled Environment Agriculture (CEA) is defined as a combination of engineering, plant science, and computer managed greenhouse control technologies used to optimize plant growing systems, plant quality, and production efficiency. CEA systems allow stable control of the plant environment including temperature, light, and CO<sub>2</sub>. CEA also provides separate control of the root-zone environment. CEA provides secure, healthy, and cost effective year-round production of many premium edible, ornamental, and high value plant species. CEA facilities can range from the very low-tech such as row covers and high/low plastic covered tunnels, to fully automated glass greenhouses with computer controls. Indoor cultivation systems such as vertical farms, warehouses, shipping containers, growth chambers in which crops are cultivated under controlled environment conditions are also defined as CEA facilities. CEA Producers are defined as companies who utilize CEA techniques and facilities to produce plants.

To qualify as a CEA Member of the GLASE CONSORTIUM, a CEA Producer

must have more than 50% of its income originating from the sale of goods (for example, but not limited to: vegetables, fruits, leaf greens, microgreens, herbs, flowers, seedlings, cuttings) which are cultivated in a CEA facility.

**1.2.5 Category 4: Standard CEA Members**

Standard CEA Members are granted the applicable Outreach/Educational and Technology benefits outlined in Appendix B to the GLASE Consortium Bylaws. In addition, Standard CEA Members are eligible to attend on-line quarterly meetings and in-person annual meetings of the Industry Advisory Board.

Standard CEA Members are granted access to the Greenhouse Database and Benchmark tool as described in Appendix B.

Standard CEA Members pay an annual membership fee of \$1,000 to support research, operational and technology transfer activities of the GLASE CONSORTIUM.

**1.2.6 Category 5: Premium CEA Members**

Premium CEA Members are granted the applicable Outreach/Educational, Technology and Consulting benefits outlined in Appendix B to the GLASE Consortium Bylaws. In addition, each Premium CEA Member is eligible to attend both on-line quarterly meetings and in-person annual meetings of the Industry Advisor Board for which they are granted the applicable voting rights of a full Industry Advisory Board member.

Premium CEA Members are granted access to the Greenhouse Database and Benchmark tool as described in Appendix B.

Premium CEA Members pay an annual membership fee of \$3,000 to support research, operational and technology transfer activities of the GLASE CONSORTIUM.

**1.2.7 Membership Benefits**

Companies in good standing will receive the following benefits, in accordance with the applicable membership category (Appendix B) selected in its Industrial Membership Agreement, from being members in the GLASE CONSORTIUM:

- Appointment of one individual and one backup individual to the Industrial Advisory Board (IAB)
- Invitation to remotely attend IAB meetings to be held at least quarterly, where updates on the GLASE CONSORTIUM research activities and accomplishments are presented
- Early notice of invention disclosures and preferential licensing rights to GLASE conceived and developed intellectual property in accordance with GLASE Intellectual Property Policy Regarding GLASE Research set out herein in Article 5

- Ability to send company employees to ACADEMIC PARTNER facilities for research, knowledge transfer and new product development. The terms and conditions for such visits by researchers will be set forth in written visiting scientist agreements between such GLASE Industrial Member and the ACADEMIC PARTNER which owns or controls the facilities where the visit will occur.
- Access to reports of GLASE Research conducted through the GLASE CONSORTIUM
- Access to available educational programs including short courses, distance courses, workshops, training seminars, research symposia, and web-courses offered by and conducted through the GLASE CONSORTIUM
- Networking connections with and/or through other GLASE CONSORTIUM members
- Attend meetings of the GLASE CONSORTIUM where results of research programs are reported
- Reduced registration rates for GLASE CONSORTIUM events, including research presentations and educational programs
- Marketing opportunities through GLASE CONSORTIUM activities, including posting a corporate logo on the GLASE CONSORTIUM website and publicity resulting from specific GLASE Industrial Member – GLASE CONSORTIUM collaborations
- Access to the Greenhouse Database and Benchmark tool platform as described in Appendix B including Benchmark, Action Oriented and Annual market reports; Technical support from EnSave and GLASE related to the use of the Greenhouse Database and Benchmark tool platform; and access to the Greenhouse Database and Benchmark tool platform for aggregate and anonymous data mining.

1.2.8 Unless otherwise specified in these Bylaws, all members enrolled in one of the five Member categories outlined above will be collectively referred to herein as “**GLASE Industrial Members.**”

### **1.2.9 Individual Support**

Effective September 2020, a new Individual Support non-member category will be added to the GLASE constituency and is open to any individual interested in advancing the GLASE CONSORTIUM mission. Individuals may enroll by paying an annual fee of \$200 directly through the GLASE Consortium website. Individual Support non-members fees should be renewed on an annual basis to maintain the individual support benefits.

The Individual Support non-member category will give supporters access to the GLASE webinar and technical bulletins archive, and discounted rates at select GLASE Consortium events. Individual supporters will receive a login and password information upon the annual fee payment.

The Consortium Lead will maintain a designated account to hold all funds collected from Individual Support non-members (hereinafter “Individual Support Funds”). Individual Support Funds will be used by the Consortium Lead, in consultation with NYSERDA, Rensselaer and the Industrial Advisory Board, specifically for marketing and website support activities of the GLASE Consortium. These activities will support the GLASE Consortium business development and growth with mutual benefits for NYSERDA, the Academic Partners and all active GLASE Industrial Members. The Individual Support Funds will not be combined nor distributed to Rensselaer with the GLASE Industrial Membership fees.

## **Article 2 – Organizational Structure and Operations**

### **2.1 ACADEMIC PARTNERS**

The CONSORTIUM LEAD shall appoint the Director of the GLASE CONSORTIUM (the “**GLASE Director**”), and each ACADEMIC PARTNER shall appoint its own GLASE Academic Principal Investigator to act as liaison for ongoing operational and research matters of GLASE. Each ACADEMIC PARTNER is responsible for its compliance with all export control laws and regulations, including the Export Administration Regulations (EAR), the International Traffic and Arms Regulations (ITAR), and regulations, executive orders and other sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury.

2.1.1 Each ACADEMIC PARTNER can invite companies to participate in the GLASE CONSORTIUM. Companies shall be considered members of the GLASE CONSORTIUM as a whole rather than a member of an individual ACADEMIC PARTNER.

2.1.2 PARTNERS should report any proposed Industrial Member for GLASE to the GLASE Director. ACADEMIC PARTNERS shall immediately advise the GLASE Director and GLASE Academic Principal Investigators of any termination of the membership of an Industrial Member.

2.1.3 These Bylaws shall be incorporated in the GLASE Industrial Membership Agreement for all industrial memberships in the GLASE CONSORTIUM. The terms of the GLASE Industrial Membership Agreement may not be modified without the written approval of both ACADEMIC PARTNERS.

### **2.2 GLASE Consortium Leadership**

The Consortium Lead’s GLASE Academic Principal Investigator (as defined in Appendix A), in consultation with Rensselaer’s GLASE Academic Principal Investigator and the GLASE Director (as defined in Appendix A), is responsible for leading the GLASE CONSORTIUM. In particular, without limitation, the Consortium Lead’s GLASE Academic Principal Investigator shall, in consultation with Rensselaer’s GLASE Academic Principal Investigator and the GLASE Director: (a) select, focus and direct research activities (“**GLASE Research**”); (b) coordinate GLASE Research and educational projects; (c) allocate GLASE Research funds; (d) institute procedures to facilitate maximum usefulness of shared GLASE CONSORTIUM facilities; and (e) select, plan, execute and evaluate educational, and workforce training goals. The GLASE Academic Principal Investigators at each Academic Partner are subject to the rules and regulations of their respective University, in regard to those specific legal obligations incurred by their University and as fiscal agents for their respective NYSERDA contracts and any GLASE legal obligations.

### **2.3 Other Advisory Bodies**

Two advisory bodies will provide advice and counsel to the GLASE Academic Principal Investigators

and the GLASE Director. These are: the Industrial Advisory Board (as defined in Appendix A), and the Scientific Advisory Board (as defined in Appendix A).

### **2.3.1 Industrial Advisory Board (IAB)**

The Industrial Advisory Board provides strategic review and counsel to the GLASE Director and the GLASE Academic Principal Investigators on (a) the GLASE Research activities of the GLASE CONSORTIUM, (b) the apportionment of resources to these activities, and (c) GLASE CONSORTIUM operating procedures. Each GLASE Industrial Member is represented on the IAB by one individual (together with a designated alternate). Only GLASE Industrial Members in good standing and with the appropriate membership level (Appendix B – Voting) will have voting rights in the IAB.

For the purpose of conducting IAB business, a quorum shall consist of those GLASE Industrial Members with voting rights that are present and whose combined votes constitute a majority of the votes held by all GLASE Industrial Members of the GLASE CONSORTIUM. The IAB:

- Receives annual reports of the GLASE CONSORTIUM
- Reviews all GLASE Research activities and recommends priorities
- Attends the semi-annual meetings of the GLASE CONSORTIUM and receives progress reports
- Makes recommendations to the CONSORTIUM LEAD and Rensselaer about patenting of inventions created by GLASE Research.
- Forms working groups to advise the GLASE CONSORTIUM regarding specific areas of relevant technology
- Elects the IAB Chair who will coordinate the IAB meetings. A Vice-Chair will also be elected. The vice chair will fill in for the Chair in case he/she cannot attend.
- The IAB Chair shall serve a two year term, and the Vice-Chair will then become Chair. Elections shall occur at the Annual meeting or as required to fill vacancies

### **2.3.2 Scientific Advisory Board**

The Scientific Advisory Board provides general review and counsel to the GLASE Director and the GLASE Academic Principle Investigators on the research and educational activities of the GLASE CONSORTIUM. The members of the Scientific Advisory Board consist of individuals from organizations that are not members of the GLASE CONSORTIUM who are committed to addressing these issues. ACADEMIC PARTNERS are asked to provide nominations of individuals to serve on this Board. The Scientific Advisory Board will convene at least once a year to evaluate the GLASE CONSORTIUM research direction.

## **2.4 Organizational Structure**

The organizational structure of the GLASE CONSORTIUM and key positions in the GLASE CONSORTIUM are illustrated in **Appendix A**.

## **Article 3 – Research Programs**

3.1 GLASE Research is financially supported by funds from NYSEDA, ACADEMIC PARTNERS, and Industrial Membership Fees. GLASE Research programs of the GLASE CONSORTIUM will be conducted by faculty, students and staff from the CONSORTIUM LEAD and Rensselaer. The policies governing ownership of intellectual property and publications are discussed in Articles 5 and 7, respectively.

3.2 Each ACADEMIC PARTNER is free to negotiate and sign separate sponsored research agreements for separate research projects, upon additional payment terms, with any Industrial Member, as

well as other businesses and industry and other non-profits. ACADEMIC PARTNERS can also subcontract research work from these separate projects, as appropriate, to other members of the GLASE CONSORTIUM. Such separate sponsored research agreements are not considered part of GLASE Research. The development of intellectual property under such separate sponsored research agreements shall be governed by the terms of those agreements.

#### **Article 4 – Amendment Policy**

4.1 The GLASE Bylaws may be amended only by the unanimous vote of the ACADEMIC PARTNERS, in consultation with NYSERDA, and any amendment(s) to the Bylaws shall go into effect forty-five (45) days after such vote. The CONSORTIUM LEAD will provide a copy of such amended GLASE Bylaws to all Industrial Members within ten (10) days after such vote. If an Industrial Member provides the GLASE Director a written notice of termination prior to the effective date of such amendment(s), then such amendment(s) will not apply to that Industrial Member during the remainder of its membership.

#### **Article 5 – GLASE Intellectual Property Policy Regarding GLASE Research**

##### 5.1 Definitions.

For the purposes of Articles 5 herein, the following terms shall have the following meanings:

5.1.1 “**GLASE Research**” means research that is: (a) conducted through the GLASE CONSORTIUM by faculty, students and staff from the CONSORTIUM LEAD and Rensselaer, and (b) financially supported by GLASE funds from NYSERDA, the ACADEMIC PARTNERS and Industrial Membership Fees.

5.1.2 “**Intellectual Property**” means any patent information, inventions, discoveries, or software, conceived and first reduced to practice, or copyrighted works of authorship first created, in the performance of GLASE Research. Nothing in these Bylaws shall be deemed to supersede the intellectual property and/or technology transfer policies of any ACADEMIC PARTNER. In the event of a conflict between these Bylaws and such policies, the ACADEMIC PARTNER’s policy shall control.

5.1.3 “**GLASE Personnel**” means any ACADEMIC PARTNER employee or student who receives funding from the GLASE CONSORTIUM for GLASE Research.

5.2 Title to Intellectual Property conceived and first reduced to practice, or first created (in the case of copyrighted works of authorship), in the performance of GLASE Research during the existence of the GLASE CONSORTIUM by GLASE Personnel of an ACADEMIC PARTNER shall be retained by that ACADEMIC PARTNER. Upon request, such ACADEMIC PARTNER will grant each Industrial Member with the required membership category (Appendix B - Premium CEA Member, Standard Industry Member, Premium Industry Member) a non-exclusive, royalty-free, license upon other terms to be negotiated to such Intellectual Property for only non-commercial, internal research use (hereinafter an “**Internal Use License**”), provided that (a) such Intellectual Property was conceived and first reduced to practice, or first created (in the case of copyrighted works of authorship), during the term of the Industrial Member’s GLASE Industrial Membership Agreement and (b) the Industrial Member has fully paid its annual membership fee.

5.3 Title to Intellectual Property conceived and first reduced to practice, or first created (in the

case of copyrighted works of authorship), in the performance of GLASE Research during the existence of the GLASE CONSORTIUM by the GLASE Personnel of more than one ACADEMIC PARTNER, or by GLASE Personnel of both ACADEMIC PARTNERS, together with employees of one or more Industrial Member(s) in the performance of GLASE Research during the existence of the GLASE CONSORTIUM shall be jointly owned by such involved ACADEMIC PARTNER(S) and/or Industrial Member(s), and such joint ownership shall be determined in accordance with appropriate U.S. law. The inventing ACADEMIC PARTNER(S) shall control the preparation, filing, and prosecution of patent applications concerning such jointly owned Intellectual Property consistent with its intellectual property and/or technology transfer policies. Any exclusive licenses to be issued to Industrial Members for Intellectual Property as referenced in Sections 5.4, 5.5, and 5.6, below, shall be negotiated between the parties. For the avoidance of doubt, unless otherwise agreed in writing between the joint owners, each joint owner of Intellectual Property shall have full rights of ownership and shall not be accountable to the other joint owners of such Intellectual Property.

- 5.4 In the event that an invention is conceived and first reduced to practice in the performance of GLASE Research by the GLASE Personnel of an ACADEMIC PARTNER, that GLASE Personnel of the ACADEMIC PARTNER shall promptly provide a copy of an invention disclosure for review to its Technology Transfer Office (“**TTO**”) (hereinafter “**Disclosed Invention**”). A non-confidential version of the Disclosed Invention shall be disclosed by the inventing ACADEMIC PARTNER TTO to the GLASE Director, GLASE Academic Principal Investigators and active Industrial Members with the required membership category (Appendix B - Premium CEA Member, Standard Industry Member, Premium Industry Member) within thirty (30) days(hereinafter “**Non-confidential Disclosure**”). Those Industrial Members interested in the Disclosed Invention can review the full, confidential disclosure of the Disclosed Invention, which can be made available to such interested Industrial Members upon signing a Nondisclosure Agreement with the inventing ACADEMIC PARTNER TTO. Within six (6) months from the date of such Non-confidential Disclosure, the IAB shall make recommendations to the ACADEMIC PARTNERS regarding support for patenting of the Disclosed Invention. An Industrial Member will be considered active provided that (a) such invention was conceived and first reduced to practice, or first created (in the case of copyrighted works of authorship), during the term of the Industrial Member’s GLASE Industrial Membership Agreement (Appendix B - Premium CEA Member, Standard Industry Member, Premium Industry Member) and (b) the Industrial Member has fully paid its annual membership fee.
- 5.1 Any active Industrial Member with the required membership category (Appendix B - Premium CEA Member, Standard Industry Member, Premium Industry Member) shall have an option to acquire a royalty-bearing license containing other customary licensing terms, to make, have made, use and sell products or processes embodying or produced through use of such Disclosed Invention for commercial purposes. This option must be exercised by written notice to the inventing ACADEMIC PARTNER TTO within six (6) months from the date of such Non-confidential Disclosure. Industrial Members exercising this option will share the patent prosecution and maintenance costs beyond the amount paid from Industrial Membership Fees with other Industrial Members who have exercised their respective rights relating to such Disclosed Invention. The license described in this Section 5.5 shall be co-exclusive among those Industrial Members who exercise this option. In the event that only one Industrial Member exercises its respective right to such Disclosed Invention, the license described in this Section 5.5 shall be exclusive to that Industrial Member. The inventing ACADEMIC PARTNER TTO shall be responsible for preparing and administering the license consistent with its intellectual property and/or technology transfer policies.



- 5.2 If no Industrial Member has expressed an interest in a license as described above in Section 5.5, after a six (6) month period from the date of such Non-confidential Disclosure, the inventing ACADEMIC PARTNER is free to make such Disclosed Invention available to any company for a royalty-bearing license to make, have made, use and sell products or processes embodying or produced through the use of such Disclosed Invention for commercial purposes. Subject to Sections 5.5 above, an inventing ACADEMIC PARTNER shall be free, in its sole discretion, to issue remaining license rights to third parties as it deems appropriate.
- 5.3 All policies in this Article 5 that apply to the filing, prosecution, maintenance and licensing of patents in the U.S. also apply to filing, prosecution, maintenance and licensing of patents in any other country on a country-by-country basis.
- 5.4 The Industrial Members acknowledge and agree that their respective rights under this Article 5 shall be subject to ACADEMIC PARTNERS' obligations to and the rights of the United States Government, if any, as subject to the provisions of 35 U.S.C. 200, et seq., 37 C.F.R. Part 401, and other applicable laws and regulations.

## **Article 6 – Confidentiality Policy**

- 6.1 For the purposes of Articles 6 through 10 herein, the following terms shall have the following meanings:
- 6.1.1 **“GLASE Member”** means any ACADEMIC PARTNER or Industrial Member of the GLASE CONSORTIUM.
- 6.1.2 **“Disclosing GLASE Member”** means a GLASE Member, its employees, faculty, staff and students, furnishing Confidential Information.
- 6.1.3 **“Receiving GLASE Member”** means a GLASE Member, its employees, faculty, staff and students, receiving Confidential Information.
- 6.2 For the purpose of this Article 8, **“Confidential Information”** includes, but is not limited to, all technical, corporate, financial, economic, legal or other information or knowledge generally concerning a GLASE Member or any of its affiliates, whether disclosed orally, or in the form of written material, computer data or programs, and including information respecting models, mechanisms, processes, photographs, intellectual property, inventions, invention disclosures, know-how, or otherwise, howsoever obtained, and which is clearly and obviously identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face of the document or item, or if oral, which is confirmed as confidential by a writing submitted by the Disclosing GLASE Member to the Receiving GLASE Member within thirty (30) days of the disclosure except information that:
- 6.2.1 is disclosed lawfully to the Receiving GLASE Member by a third party who has no obligation of confidentiality to the Disclosing GLASE Member with respect to the disclosed information;
- 6.2.2 is, or becomes, generally known to the public, other than by a breach by a Receiving GLASE Member of its obligations hereunder;
- 6.2.3 is already known by the Receiving GLASE Member before disclosure by the Disclosing

GLASE Member hereunder as can be proved by evidence of the Receiving GLASE Member, and which is not the subject of a previous confidentiality agreement between the Disclosing GLASE Member and the Receiving GLASE Member; or

6.2.4 is developed by the Receiving GLASE Member independently of the disclosure by the Disclosing GLASE Member.

6.3 For a period of three (3) years after the disclosure of any given item of Confidential Information, the Receiving GLASE Member shall maintain each such item of Confidential Information in strict confidence and shall not disclose that information, except to the extent necessary for the performance of GLASE Research, to any third party, except with the prior written consent of the Disclosing GLASE Member. The obligations of this Article 8 shall continue with respect to any Confidential Information for said three (3) year period, regardless of the termination or expiration of a GLASE Member's membership in the GLASE CONSORTIUM. Notwithstanding the provisions of this Article 8, a Receiving GLASE Member may disclose Confidential Information to the extent required to comply with applicable laws, governmental regulations, subpoena, or court order, provided that prior notice is promptly delivered to the Disclosing GLASE Member in order to provide it with an opportunity to seek a protective order or other similar order with respect to such Confidential Information and the Receiving GLASE Member thereafter discloses only the minimum information reasonably required to be disclosed in order to comply with the request, whether or not a protective order or other similar order is obtained by the Disclosing GLASE Member.

6.4 If, to benefit GLASE Research of the GLASE CONSORTIUM, it becomes necessary for an Industrial Member to divulge proprietary information to any member of the staff of an ACADEMIC PARTNER (including students), such divulgence shall be made in writing, or if made orally, confirmed in written summary within thirty (30) days of disclosure. It will be the responsibility of the individual(s) involved in such transaction to keep the information confidential.

6.5 GLASE Members agree that no information will be designated as Confidential Information which is not, in good faith, believed by the Disclosing GLASE Member to be confidential. A Receiving GLASE Member retains the right to refuse to accept any such Confidential Information which it does not consider to be essential to the completion of the GLASE Research. Where the Receiving GLASE Member does accept such disclosure of Confidential Information, it agrees to use the same degree of care to protect the Disclosing GLASE Member's disclosure as it would to safeguard its own information of like nature, but no less than a reasonable degree of care.

## **Article 7 – Publications and Presentations**

7.1 Each GLASE Member recognizes that the results of GLASE Research will be published and that researchers engaged in GLASE Research shall be permitted to present at symposia and international, national or regional professional meetings, and to publish in journals, the Internet, theses, or dissertations, or otherwise of their own choosing, the methods and results of GLASE Research. Publication and presentation materials will be subject to the standard internal review consistent with the practices and policies of the ACADEMIC PARTNERS' technology transfer office, and will be submitted ahead of publication to NYSERDA for review.

7.2 All publications arising from GLASE Research shall contain an acknowledgment that the work was funded in part or whole by NYSERDA as appropriate.

## **Article 8 – Communications Policy**

8.1 The GLASE CONSORTIUM will maintain a web presence so that knowledge generated can be provided to the public. GLASE Members agree the GLASE CONSORTIUM will use GLASE Member names on the GLASE CONSORTIUM website and in marketing materials. The GLASE CONSORTIUM will use primarily emails to exchange information with GLASE Members. The GLASE CONSORTIUM may also publish electronic newsletters to highlight the latest accomplishments of the GLASE CONSORTIUM. All GLASE CONSORTIUM communications will be in compliance with the requirements of the NYSEDA agreement with each ACADEMIC PARTNER.

## **Article 9 – Compliance with United States Antitrust and Competition Laws**

9.1 The GLASE CONSORTIUM shall include among its members parties who are business competitors. It is the policy of the GLASE CONSORTIUM to comply with United States antitrust and competition laws that apply to each of its GLASE Members and to encourage its GLASE Members to do so as well. Accordingly, in connection with any meeting or activity sponsored by the GLASE CONSORTIUM, no GLASE Members shall reach any agreement or exchange any information concerning cost or pricing information, sales or marketing strategies, terms and conditions of purchase or sale, the allocation of customers or territories. All GLASE Members shall avoid even the appearance of such agreements or exchanges of information. If discussions prohibited by this rule take place in any such meeting or activity, all GLASE Members should cease participation immediately. In order to minimize the likelihood of such an occurrence, all meetings and activities sponsored by the GLASE CONSORTIUM shall be conducted in accordance with a published agenda and shall be documented in appropriate meeting minutes.

## **Article 10 – Export Controls**

10.1 It is understood by all GLASE Members that the research conducted by the GLASE CONSORTIUM and the individual ACADEMIC PARTNERS is anticipated to be of the type which qualifies for the Fundamental Research Exclusion under applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and companion regulations, the International Traffic in Arms Regulations, the Export Administration Act of 1979, and companion regulations, the Export Administration Regulations). Notwithstanding the foregoing, the transfer of certain technical data, computer software, laboratory prototypes and other commodities may require license(s) from the cognizant agency of the United States Government, and the GLASE CONSORTIUM cannot guarantee that such license(s) will be granted. All GLASE Members shall abide by all applicable laws and regulations concerning the export or re-export of technical data, computer software, laboratory prototypes and other commodities.

## **Article 11 – Termination**

11.1 Each ACADEMIC PARTNER, in consultation with the GLASE Director and the GLASE Academic Principal Investigators, may terminate the GLASE CONSORTIUM upon written notice to the other ACADEMIC PARTNER and all GLASE Industrial Members if a) the ACADEMIC PARTNER's NYSEDA contract is terminated or b) conditions otherwise preclude continuation of the GLASE CONSORTIUM. Articles 5, 6 and 7 of these Bylaws shall survive the termination of the GLASE CONSORTIUM and/or the expiration or termination of any agreement which, by reference or otherwise, incorporates these GLASE Bylaws.

## **APPENDIX A: GLASE Organizational Structure**

Key leadership positions within the GLASE CONSORTIUM are as follows:

- **GLASE Director:** Assists the GLASE Academic Principal Investigators with setting the overall vision, goals and strategic plan for the GLASE CONSORTIUM; recruits Industrial Members, stewards current Industrial Members; seeks sponsored research funding from GLASE Industrial Members; helps manage finances, information technology, marketing and PR efforts; organizes and facilitates Industrial Member meetings; assess program deliverables;
- **GLASE Academic Principal Investigator(s):** Develops strategies for conducting and managing the research of the GLASE CONSORTIUM; advises faculty; supervises staff and students in the conduct of GLASE Research; allocates resources as appropriate and manages GLASE CONSORTIUM research projects; assists with strategic planning; assists the GLASE Director in the recruiting and managing of industry memberships; prepares and presents reports for NYSERDA as required; disseminates research results...
- **Industrial Advisory Board:** Provides input on research relevance to industry and commercialization potential
- **Scientific Advisory Board:** Input on scientific merits of research projects and overall strategic direction of the GLASE CONSORTIUM