BY-LAWS OF THE INDUSTRY/UNIVERSITY COOPERATIVE RESEARCH CENTER FOR IDENTIFICATION TECHNOLOGY RESEARCH (CITeR)

Version: 7.1
Approved: October 30, 2026

1. Purpose

The purpose of the Industry/University Cooperative Research Center for Identification Technology Research (hereinafter called "CENTER") shall be to advance research and technology transfer in identification technology.

2. Roles, Responsibility and Activities

The activities of the CENTER shall be:

2.1. To conduct research funded by the CENTER's Members (hereinafter referred to as "SPONSORS" or individually as "SPONSOR"). All members are required to sign the membership agreement as provided by NSF and without any modifications. The membership agreement is attached.

2.2. To disseminate results of the research program conducted by the CENTER in the manner noted in the Member Agreement.

2.3. Roles and Responsibilities - NSF 20-570 Industry-University Cooperative Research Centers Program (IUCRC)

Center *Director*: The PI of the Center Lead Site proposal; oversees Center operations and management, Center research programs and serves as the Center's key point of contact.

Site Director: The PI for a Partner Site; serves on the Academic Leadership Team, manages the Site's research program, and serves as the Site's point of contact for Site-related activities.

Managing Director: This position is typically associated with the Lead Site and has the primary responsibilities for carrying out the operation of the center, member management, maintaining existing industry relationships, planning and executing research meetings and associated events.

Members: Companies (large and small businesses, startups, for-profit and non-profit entities) and government agencies (federal, state and local) who pay membership fees.

Industry Advisory Board (IAB): An advisory body composed of representatives from the Center's member organizations. The IAB elects a Chair and Vice-Chair and makes recommendations on (a) the Center's research projects, (b) the apportionment of resources to these research projects, and (c) Bylaws. The IAB ensures that the university team is conducting research of relevance to the industry Members. The IAB helps to refine the mission, vision, and research roadmap for the Center.

Researchers: Conduct high-impact research to meet needs of members and drive innovative technology development, while working to mentor and develop a diverse, highly skilled science and engineering workforce.

3. Organization

3.1. The CENTER shall be comprised of University Sites (Universities/Institutions of Higher Education (IHEs) participating in an I/UCRC). To qualify as a University Site, the university must have an active NSF IUCRC center award or be an approved International Site. At the date of this bylaw approval, NSF awarded sites are West Virginia University, University at Buffalo, Michigan State University, and University of North Carolina at Charlotte. International Sites (not-for-profit academic research institutions located outside of the United States) may become a University Site. Approval requires a majority vote of the IAB and a Memorandum of Understanding (MOU) between the Lead University Site and the University Site or International Site where the Site agrees to be governed by the CITeR Bylaws provided herein and shall operate in accordance with CITeR Member Agreement, CITeR Associate Member Agreement, and CITeR Non-Disclosure Agreement.

3.2. The CENTER will share a common Industry Advisory Board (IAB) that recommends policy and project funding for the CENTER.

3.3. The CENTER shall be organized in accordance with the procedures and rules of each University Site. Each University Site shall be administered by its director and staff and shall be under the authority of the Associate Provost for Research or equivalent level of administration at each University Site (hereinafter called "University Site Administrator").

3.4. The CENTER shall have a Director or co-Directors for each University Site, appointed by the University Site Administrator. The overall Director is the Director of the Lead University Site. The Director or co-Directors shall serve a four-year term and may be reappointed.

3.5. Faculty at University Sites and other universities may participate in the CENTER. Faculty of the CENTER, except for the Director or co-Directors, shall have equal status. Faculties at University Sites are bound by their institution's execution of the Member Agreement to the terms of the document and its bylaws. Faculty from other universities (and their institutions) shall be bound to the terms of the Member Agreement and its bylaws through the terms of their project subcontract(s). Faculty has the responsibilities of financial and scientific prudence in all activities of the CENTER.

3.6. A University Academic Policy Committee will review activities of the CENTER and will advise the Director or co-Directors. Membership of the Committee shall consist of the Director or co-Directors, the Associate Deans for Research of the colleges of participating faculty, and Chairpersons of participating departments. The University Site Administrator will chair the Committee.

3.7. Each University Site shall contribute to meet the solicitation requirements and to contribute to the success of the Center, consistent with the proposal each University Site submitted to NSF.

4. Sponsoring Entities

4.1. A SPONSOR has privileges relating to participation in research activities of the CENTER, to early access to research results and to participation in the direction of the research program in return for financial support for the CENTER. Details are as noted in the Member Agreement.

4.2. There shall be an Industry Advisory Board (IAB) consisting of one voting representative from each SPONSOR. It shall provide guidance to the CENTER Director or co-Directors on research policy and allocation of resources. Financial and personnel policies shall be in accord with University Site procedures. Research projects must be recommended by the Board. The Board shall nominate candidates and elect a Chairperson through a majority vote. The Chairperson's term shall be one year. The Board may have an Executive Committee of four members. The members are to be elected and shall serve two year terms. The terms shall be staggered so that two members are replaced each year. The Executive Committee may be authorized to represent the Board in some recommendations to be made between regular meetings of the Board. The Chairperson of the Board will serve as Chairperson of its Executive Committee. If the need arises, the IAB Chairperson can be replaced temporarily at the discretion of the Directors. A longer term absence would be addressed by IAB nominations and election. Recommendations by the Board (except recommendations concerning changes in the By-Laws and recommendations as noted in paragraph 2 under Activities) shall be by an affirmative quorum of one-half or more of the members. SPONSOR may designate a proxy for voting by providing a written letter to the IAB Chairperson. Industry Advisory Board recommendations of a change in the By-Laws (see the section entitled Provisions for Changing By-Laws) shall require an affirmative vote of 2/3 of all members.

4.3. The CENTER shall arrange at least two meetings per year of the Industry Advisory Board. Timing and location of the next meeting are discussed at each IAB meeting. A non-member may attend one meeting as long as they have a signed nondisclosure agreement. The non-member will have no voting rights or access to reports.

4.4. The CENTER and SPONSOR will mutually agree upon provisions for visiting research personnel from sponsoring entities to conduct research at the CENTER and for visiting personnel from CENTER to conduct research at SPONSOR facilities.

4.5. The CENTER and Industry Advisory Board will mutually agree upon a policy for university researchers outside University Sites.

5. Budget

5.1. The budget shall be under the jurisdiction of the University Site Directors who report to the University Site Administrator.

5.2. The CENTER, with recommendation of the Industry Advisory Board, shall be authorized to accept grants from research funding organizations. These grants will then be processed through normal University channels.

6. Publications, Patents, and Data Management

6.1. The CENTER shall retain rights to publish complete details of research results. A delay in publication can be granted as prescribed in the Member Agreement between the CENTER and SPONSOR.

6.2. Patent and other intellectual property rights (hereinafter also called "INVENTION" which shall include but not be limited to right to inventions, patent applications, patents and copyrights) resulting from research conducted by the CENTER; as well as certain licensing to said INVENTIONS are prescribed in the Member Agreement between CENTER, SPONSOR, and University Site.

6.3. If a SPONSOR plans to seek a delay in publication, SPONSOR will provide a notice of intent to seek a delay within twenty-one (21) calendar days of receipt of proposed publication. Within sixty (60) calendar days of receipt of proposed publication, SPONSOR will need to make a written request and justification for such delay. Such delay request should not exceed (4) months from the date of written request and justification.

6.4. Email to SPONSORS is accepted as "certified mail" in order to indicate when there is a new article in the publication database.

6.5. The CENTER will notify SPONSORS of a University Site's intention to file a patent application covering any INVENTION. A SPONSOR that wishes to exercise rights to a non-exclusive royalty-free license to a patent resulting from CENTER research must commit to paying for their share of the patent costs, and this commitment must be made within sixty (60) calendar days of receiving the CENTER's notification of the University Site's intention to file a patent application for the INVENTION. If only one SPONSOR commits to paying for patent costs within the sixty (60) day notice window, that SPONSOR may obtain an exclusive fee-bearing license through one of its agents, subject to any government "march-in" rights as set forth in the Bayh-Dole Act.

6.6. University affiliated personnel may be required to successfully undergo a background investigation in order to have access to some proprietary data.

6.7. Data management (e.g., sharing and dissemination of data, software, and artifacts within and outside of the IUCRC) will adhere to the relevant statements provided in Member Agreement. For data involving human subjects, sharing shall follow IRB-approved processes.

7. Provisions for Changing By-Laws

7.1. Changes in the By-Laws may be made with recommendation of the University Site Administrator and the IAB. Changes in the By-Laws, as they affect SPONSORS and other research funding entities, will become effective in stages, as the individual agreements, specifying the old By-Laws, expire. In the event of any inconsistency or conflict between the terms and provisions of the Member Agreement, MOU, and the By-Laws, the terms of the Member Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

8. Membership and Voting

8.1. Types of Membership Levels: Any entity can become a member of CENTER after signing the membership agreement and paying the membership fee, which will be used to support center research activities. CENTER membership has three levels with the following fees and voting rights:

Membership Type	Membership Fee	Vote
Full	$50,000 per year	50 votes per membership
Associate (Small business)	$25,000 per year	25 votes per membership
Adjunct (Small business)	$10,000 per year	10 votes per membership

Organizations that meet US federal designation for a small business qualify for the small business levels.

8.2 The Center leadership will solicit research proposals from faculty at their universities. The Center will only consider research projects that are not a duplicate of, or substantially similar to, other federal (or non-federal) awards received by researchers participating in the Center's activities. The Center will use a priority-driven ranking mechanism by which the IAB can recommend funding. Members will submit votes on the projects according to the table above and projects will be ranked. Top projects will be funded according to the

funding available for award.

8.2. All membership fees will be received at the Lead University Site and funds distributed to Partner Sites according to projects selected by the IAB.

8.3. Prior to each IAB meeting, affiliates will provide feedback on one page proposals submitted by CENTER researchers and directors will recommend proposals for presentation at the IAB, based upon the interest level of affiliates, diversity of topics/researchers, university collaborations and the appropriateness to the Center mission and research focus.

8.4. Each year, 10% of membership dollars or $100K (whichever is less) may be used to support direct costs other than research to meet the Center's specific needs in support of its mission.

8.5 Special Projects: Funds above a full, associate, or adjunct membership may be used to support a special project. Any funds used to support a special project cannot be counted towards votes for other projects. Projects must be proposed at a CITeR meeting, approved by the IAB, and follow all requirements of CITeR projects including Member Agreement terms and reporting requirements.

Appendix I: List of CITeR IUCRC Member Organizations

ACV Auctions
Athena Sciences
Aware, Inc
Defense Research and Development Canada (DRDC)
Defense Forensics and Biometrics Agency (DFBA)
DHS Science & Technology (DHS S&T)
Digital Identity Advancement Foundation (DIAF)
FBI Criminal Justice Information Services (CJIS)
FBI Operational Technology Division (OTD)
General Services Administration (GSA)
HID
Home Team Science and Technology Agency (HTX) – Singapore
IDEMIA
Integrated Biometrics
Ingenium
Innovatrics
Israel National Cyber Directorate
National Security Agency (NSA)
Neurotechnology
Oak Ridge National Laboratory
Persona
Private Identity
Public Safety Canada
Qualcomm
Synolo™ Biometrics
Thales
U.S. Army Criminal Investigation Laboratory (USACIL)