Center for Multiphase Flow Research and Education
Industrial Membership Agreement

This Center for Multiphase Flow Research and Education Industrial Membership Agreement (“Membership Agreement”) is made this ___ day of ___ (“Effective Date”) by and between Iowa State University of Science and Technology (“University”) and _____ (“Company”) for the Center for Multiphase Flow Research and Education (“CoMFRE”). Capitalized terms not defined herein shall have the meanings set forth in the Operating Procedures, attached hereto as APPENDIX I. University and Company are each individually referred to as a “Party” and collectively the “Parties”.

WHEREAS, the Parties to this Membership Agreement intend to join together in a cooperative effort to support CoMFRE as led by the University.

The Parties hereby agree to the following terms and conditions:

A. CoMFRE OPERATIONS. CoMFRE will be administered by the Director and operated by CoMFRE-affiliated faculty, staff and students at the University.

B. CoMFRE MEMBERS. Any company, corporation, non-profit organization, commodity group, government organization, or other organization may become a Member of CoMFRE upon execution of this Membership Agreement and payment of the Membership Fee, consistent with applicable state and federal laws and statutes.

C. FEES. Company agrees to contribute one of the following annually in support of CoMFRE and thereby becomes a Member (“Membership Fee”) (please check one). July 01 – June 30 will be the fiscal year for CoMFRE. Company annual support for the first year will be pro-rata, based quarterly on the Effective Date.

___ $50,000 for companies with more than 500 employees
___ $25,000 for companies with 100-500 employees
___ $5,000 for companies with fewer than 100 employees
___ $1,000 for non-profit entities

Payment of Membership Fee shall be made as a fixed sum due in full by July 30th each year of Membership, or within 30 days of invoice for the first year. To account for normal increases in costs associated with running the consortium, the cost of membership will increase by 15% every five years. For clarity, the first scheduled increase will be made July 2022. Invoice(s) shall be sent in accordance with the “Invoice To” information as stated on the Purchase Order associated with this Membership Agreement. ISU will include the company code (CC), the Sponsor contract number and the PO # on all invoices.

Checks from Company should be made payable to “Iowa State University” (TIN 42-6004224) and mailed to Iowa State University, Sponsored Programs Accounting, 2221 Wanda Daley Drive, Administrative Services Building, Room 1810, Ames, IA 50011-1004 with a note in the memo section indicating the payment is for “CoMFRE: Company Name”.

Because research of the type to be done by CoMFRE takes time and research results may not be obvious immediately, Company should join CoMFRE with the intention of remaining a Member for at least three years.
D. INDUSTRIAL ADVISORY BOARD. There will be an Industrial Advisory Board composed of one representative from each Member. This board provides input on (a) the research projects to be carried out by CoMFRE, (b) the apportionment of resources to these research projects, and (c) approval of and changes in the Operating Procedures.

E. CONFIDENTIALITY. Company agrees to hold in confidence all data and other research results derived from projects using Membership Fees, provided to them by University until such data and/or other research results have been made public and/or patent protection has been applied for. Company shall not use data and/or other research results derived from projects using Membership Fees as a basis for Company-filed patent applications.

F. PUBLIC DISCLOSURE. University reserves the right to publicly disclose the results of any Shared Research performed by CoMFRE. Company, however, shall have the opportunity to review any public disclosure containing results of the Shared Research prior to public disclosure and shall have the right to request a delay for a period not to exceed thirty (30) days from the date of submission to Company, provided that Company makes a written request and justification for such delay within thirty (30) days from the date the proposed public disclosure is submitted to Company.

G. INTELLECTUAL PROPERTY.

1. All patent claims derived from inventions conceived or first reduced to practice in the course of Shared Research conducted by CoMFRE shall belong to University.

2. University agrees that all CoMFRE Members shall have a nonexclusive, royalty-free license to any patents that arise from the Shared Research for internal research and development purposes.

3. University agrees that all CoMFRE Members are each entitled to have an option to a nonexclusive royalty-free license to any patents that arise in the course of Shared Research for non-research and development purposes. Such nonexclusive license will include the right for Company to sublicense to its subsidiaries and affiliates. Companies that wish to exercise rights to a nonexclusive, royalty-free license agree to pay patent application and maintenance costs on a pro rata basis. The option shall expire four (4) months after the Company is notified of a potentially patentable invention.

4. If only one Company seeks a license, that Company may negotiate an exclusive fee-bearing license with the right to sublicense.

5. Copyright registration shall be obtained for software developed by CoMFRE. Company shall be entitled to a nonexclusive, royalty-free license to all software developed by CoMFRE. Company will have the right to enhance and to re-market enhanced software with royalties due to CoMFRE 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 Company.

H. LIABILITY/NO WARRANTY.

1. Liability. Neither Party is assuming any liability for the actions or omissions of the other Party. Company assumes no liability for the actions or omissions of CoMFRE or any other Member.

2. Indemnification. (a) To the extent allowed by law, each Party will indemnify and hold the other Party harmless against all claims, liability, injury, damage or cost arising out of third party claims (i) 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
Membership Agreement to the extent that such claims, liability, damage, cost or expense results from
the negligence of a Party’s agents or employees; or (ii) any other non-compliance or breach of this
Membership Agreement on the part of a Party.

(b) The indemnity provided by Company for any claim or lawsuit shall not extend beyond that
indemnity which University is permitted by applicable law to provide for such claim or lawsuit. The
indemnifying party shall not be liable to the extent claims result from or arise out of the negligence,
recklessness or willful misconduct of the indemnified party.

(c) Company’s indemnity is conditioned upon University’s obligation to: (i) advise Company of any
claim or lawsuit, in writing within fifteen (15) days after University has received notice of said claim or
lawsuit; (ii) assist Company and its representatives in the investigation and defense of any claim or
lawsuit for which indemnification is provided; and (iii) not compromise or otherwise settle any such
claim or lawsuit without Company’s prior written consent.

3. Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY AND ALL INTELLECTUAL
PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY EITHER PARTY
PURSUANT TO THIS MEMBERSHIP AGREEMENT ARE ON AN "AS IS" BASIS. ALL
IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

4. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM A PARTY’S
WILFULL MISCONDUCT OR GROSS NEGLIGENCE, A PARTY SHALL NOT BE LIABLE TO
THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR
INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL
 DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN
CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) BREACH OR
STATUTORY DUTY OR OTHERWISE, IN CONNECTION WITH OR ARISING IN ANY WAY
OUT OF THE TERMS OF THIS MEMBERSHIP AGREEMENT OR TRANSACTIONS
CONTEMPLATED HEREBY EVEN IF THE PARTY HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE
EXISTENCE OF SUCH DAMAGES.

L. NOTICES. Any official notice, invoice, and other correspondence between the parties under this
Membership 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:

<table>
<thead>
<tr>
<th>Company</th>
<th>CoMFRE Administrative</th>
<th>ISU: Business Matters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td>Director</td>
<td>Executive Director, OIPTT/ISURF</td>
</tr>
<tr>
<td>Address</td>
<td>2025 Black Engr 2529 Union Dr. Ames, IA 50011-2030</td>
<td>1805 Collaboration Place, Suite 2100 Ames, IA 50010-9166</td>
</tr>
<tr>
<td>Phone</td>
<td>515.294.3698</td>
<td>515.294.4740</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:shankar@iastate.edu">shankar@iastate.edu</a></td>
<td><a href="mailto:industry-contracts@iastate.edu">industry-contracts@iastate.edu</a></td>
</tr>
</tbody>
</table>

J. TERMINATION.
1. Company may terminate this Membership Agreement by giving University thirty (30) days’ written notice. Membership Fees paid by Company are not refundable in the event of termination pursuant to this Section J(1).

2. University can terminate this Membership Agreement upon at least thirty (30) days prior written notice to Company if University decides to discontinue its involvement in CoMFRE. In the event of termination pursuant this Section J(2), CoMFRE shall refund Company the pro rata amount of Company’s Membership fees for that year as of the date of University’s termination notice.

3. Termination or cancellation of this Membership Agreement shall not affect the rights and obligations of the Parties accrued prior to termination.

K. OTHER.

1. Compliance with Law. Each Party shall act in compliance with all applicable federal, state, and local laws, regulations and guidelines including all health and health care, safety, and environmental standards and requirements, the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, and similar state laws, the Controlled Substances Act, as amended, and regulations promulgated thereunder, including the U.S. Drug Enforcement Agency (DEA) regulations at 21 C.F.R. § 1300 et seq., and similar state laws, and the Federal Food, Drug, and Cosmetic Act (the “Act”), as amended, and regulations promulgated thereunder in its performance under this Membership Agreement.

2. Debarment and Exclusion. CoMFRE represents, warrants and covenants that (a) CoMFRE and Principal Investigator are not currently, have never been, and, to the best of CoMFRE’s knowledge, are not the subject of a proceeding that could lead to CoMFRE or Principal Investigator becoming, as applicable, (i) debarred by the FDA under 21 U.S.C. § 335a, (ii) excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs, (iii) listed on the FDA’s Disqualified and Restricted Lists for clinical investigators, or (iv) convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible; and (b) CoMFRE shall not engage, directly or indirectly, any person to perform services under this Membership Agreement if that person has ever been, is currently, or, to the best of CoMFRE’s knowledge, is the subject of a proceeding that could lead to that person becoming, as applicable, any of (i)-(iv) above. In the event that CoMFRE receives notice of, or otherwise becomes aware of, the debarment, proposed debarment or such other exclusion, suspension, restriction or sanction of itself, Principal Investigator, or any person providing services in connection with the performance of this Membership Agreement, CoMFRE shall notify Company immediately and Company shall have the right to immediately terminate this Membership Agreement.

3. Antitrust. Each Member has the independent right and obligation to protest any activity that it believes threatens to violate the antitrust or competition laws, and nothing contained in this Membership Agreement shall limit the Member from any necessary corrective action to prevent any perceived antitrust violation, including but not limited to disclosure of the alleged unlawful practice or disassociation from any such discussions or activities. A Member has an affirmative obligation to report, terminate and leave any meeting in which the aforementioned perceived violations are believed to have happened.

4. Governing Law. This Membership Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles.

5. Counterparts. This Membership Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
IN WITNESS WHEREOF, University and Company have caused this Membership Agreement to be executed by their duly authorized officials, to be effective as of the Effective Date.

COMPANY:

____________________________________/_____  Date
Name: ____________________________
Title: ____________________________

IOWA STATE UNIVERSITY
Read and understood:

/__________________  Date
Name: Dr. Shankar Subramaniam
Title: Professor of Mechanical Engineering
Director, Consortium for Multiphase Flow Research and Education

/__________________  Date
Name: Peter Gudlewski
Title: Industry Contracts Negotiator
Office of Intellectual Property and Technology Transfer
APPENDIX I
OPERATING PROCEDURES

Operating Procedures
Center for Multiphase Flow Research and Education
Approved (Pending)

ARTICLE I - INTRODUCTION

1.1 The following operating procedures (“Operating Procedures”) will be used to govern the Consortium for Multiphase Flow Research and Education (“CoMFRE”).

1.2 The Operating Procedures are approved by the Director and the Industrial Advisory Board (“IAB”). The Operating Procedures can be amended at any time by an affirmative vote of the Director and two-thirds of the members of the IAB. These Operating Procedures are intended to be flexible and to change with the needs of CoMFRE.

1.3 CoMFRE is a university consortium. Iowa State University is the lead university of CoMFRE. Additional universities may join CoMFRE as specified in Article XIII below (“Affiliated Universities”).

1.4 With Iowa Board of Regents approval, CoMFRE shall be called the Center for Multiphase Flow Research and Education, and all instances of the word “consortium” in these Operating Procedures and the Membership Agreement defined hereunder shall be read as “center.”

1.5 These Operating Procedures form a part of the Consortium for Multiphase Flow Research and Education Industrial Membership Agreement (“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 terms in the Membership Agreement have been approved by the Director and two-thirds of the IAB.

ARTICLE II - DEFINITIONS

2.1 “Affiliated University(ies)” means universities collaborating in CoMFRE to conduct Shared Research.

2.2 “University” means Iowa State University.

2.3 “Member(s)” means any organization that signs a Membership Agreement and has paid the annual membership fee.

2.4 “Industrial Advisory Board” means a group composed of one representative from each Member, which provides input on (a) the research projects to be carried out by CoMFRE, (b) the apportionment of resources to these research projects, and (c) changes in the Operating Procedures.

2.5 “Shared Research” means projects funded using membership fees with results shared among the Members.

2.6 “Mentor” is an individual who oversees a Shared Research project. A Mentor may be a member of the IAB or employee of a Member.

2.7 “Director” means the ISU faculty member who oversees the administration of CoMFRE. The current Director is Dr. Shankar Subramaniam.
ARTICLE III – PURPOSE

Vision Statement

3.1 CoMFRE will conduct industry-relevant fundamental research in multiphase flow science and its engineering application for energy, healthcare, materials design, advanced manufacturing, sustainability, and infrastructure.

Mission Statement

3.2 The mission of the CoMFRE is to:

- Broaden the impact of multiphase flow research at ISU to a diverse set of societal challenges, such as sustainable production of energy, chemicals, and fuels; manufacture of advanced materials and pharmaceuticals; and development of novel devices and treatments for the benefit of human health.

- Conduct critical, unique, and high-impact research in the area of multiphase flow that will lead to transformative changes in industrial practice, such as green process development, by integrating the activities and expertise of individual researchers to accelerate knowledge transfer from fundamental scientific advances in multiphase flow to industrial applications.

- Become an intellectual leader in multiphase flows for industry and government to rely on for technical leadership and guidance on best practices, by effectively serving the needs of a variety of stakeholders including government, industry, faculty, postdoctoral researchers, research scientists and students.

ARTICLE IV – MEMBERSHIP

4.1 A company, corporation, non-profit organization, commodity group, government organization, or other organization becomes a Member upon executing the Membership Agreement and paying the annual Membership Fee.

4.2 The CoMFRE Membership Fee will be used to support Shared Research.

4.2.1 The annual Membership Fee is:

- $50,000 for companies with more than 500 employees
- $25,000 for companies with 100 – 500 employees
- $5,000 for companies with fewer than 100 employees
- $1,000 for non-profit entities

4.2.2 To account for normal increases in costs associated with running the consortium (e.g., student wages, tuition), the Membership Fee will increase by 15% every five years (i.e., 2022, 2027, etc.).
4.2.3. In consideration for the Membership Fee, a Member will receive one vote toward Shared Research Projects. A Member may elect to have two votes by paying a second Membership Fee. A maximum of two Membership Fees is allowed for a single Member.

4.3 From time to time, a new company, corporation, non-profit organization, commodity group, government organization may request, or be invited, to join CoMFRE as a Member. This prospective Member may join CoMFRE upon signature of the Membership Agreement, and payment of the non-pro-rated annual Membership Fee.

4.4 New Members will have access to information on previously funded Shared Research.

4.5 Upon approval by the Director and two-thirds of the IAB, an in-kind contribution may be allowed in lieu of cash payment for the Membership Fee. A Member will provide a list of categorized items to be considered as its in-kind support for approval. The value of in-kind payments will be based on fair market value. The in-kind Membership Fee must be reviewed and approved on an annual basis. Members are only allowed to have one vote paid for by an in-kind Membership Fee.

4.6 All Members will sign the same Membership Agreement, a copy of which is attached hereto as Appendix 1 for reference.

ARTICLE V- ORGANIZATION

5.1 Each Member will have one representative on the IAB. A Member may have one representative on the IAB for each paid Membership Fee with a maximum of two representatives per Member pursuant to Section 4.2.3.

5.2 The IAB will select a chair and a vice chair by a majority vote of Members for a two-year term at the inaugural IAB meeting, and every two years thereafter.

5.3 All Members may participate in the strategic planning of CoMFRE. The IAB will assist the participating faculty in identifying pre-competitive, industry-related research projects; recommend research projects for future work; assist the Director in identifying new Members; review the research and educational accomplishments of ongoing activities; and recommend restructuring and/or redirecting of ongoing activities.

5.4 The Director will be responsible for all CoMFRE activities and will report directly to the Dean of the Iowa State University College of Engineering, or their designate.

5.5 Project principal investigators will manage specific Shared Research projects funded by CoMFRE and will report directly to the Director for matters related to CoMFRE-funded activities; will report to their respective university administrators for all other activities; and will provide reports to the Members. Principal investigators will be identified in specific Shared Research proposals and reports.

5.6 CoMFRE will form an administrative oversight and policy committee (“University Policy Committee”) consisting of relevant university administrators to resolve CoMFRE administrative issues, including review of academic standards, recruitment strategies, retention issues, funding issues, space
requirements, and equipment requirements related to CoMFRE. This committee will encourage faculty recognition for participation in CoMFRE in tenure and promotion decisions, and will promote research that is appropriate for graduate education.

5.7 The University will provide a reasonable level of administrative support for the operation of CoMFRE. Administrative staff will maintain the CoMFRE website including documents accessible to IAB members and University administrators through a password protected interface.

ARTICLE VI- ADMINISTRATION

6.1 The Director will work with the IAB on strategic plans for CoMFRE and on recruiting new Members.

6.2 The Director will submit an annual operating and research budget to the IAB for review, recommendation, and approval. This proposed budget will be available for review prior to the fall IAB meeting each year.

6.3 Upon recommendation of the IAB, the Director will authorize the use of Membership Fees by the project principal investigators in support of Shared Research.

6.4 The Director will work with the appropriate departments on recruiting graduate students for CoMFRE and will set standards for student participation; monitor student progress; set goals for recruiting students; and promote the multidisciplinary nature of CoMFRE.

6.5 Each CoMFRE student (undergraduate, graduate, and/or postdoctoral) will have a CoMFRE faculty mentor. The faculty mentor is responsible for advising the student on university, departmental, and CoMFRE policies.

ARTICLE VII- REPORTS AND INTERACTIONS

7.1 The Director shall provide an annual report to the Members. This report will be available in electronic form for download from the CoMFRE website through a secure login interface.

7.2 For each Shared Research project funded within CoMFRE, principal investigators shall provide a project description with technical objectives and milestones to the Members at the beginning of the project.

7.3 For each Shared Research project funded within CoMFRE, principal investigators shall provide a written quarterly report to the Director and project Mentor, which will be forwarded to the IAB in accordance with Article 9.4.

7.4 Project principal investigators and Mentors shall stay updated on Shared Research via regular teleconference briefings or short written reports. The form and frequency of updates for each Shared Research project shall be coordinated by the principal investigators and the Mentors.

7.5 All administrative issues, concerns or conflicts regarding the activities of research and reporting are responsibilities of the Director.
7.6 All reports will be provided to Members as pdf files and shall be marked ‘confidential’.

7.7 CoMFRE Affiliates, Members, and/or Mentor(s) that determine a principal investigator is not meeting the reporting and progress requirements will alert the Director for possible sequestration of funding. The Director and 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 CoMFRE Affiliate(s), Member(s), and/or Mentor(s) submits the issue(s) to the Director and IAB chair in writing.

7.7.2 The Director and IAB chair report the issue(s) to the principal investigator, detailing actions that are required to resolve the issue(s) within one (1) month.

7.7.3 If the issues are not resolved within the allotted time, the Director and IAB chair will formalize action until the issue is resolved.

7.8 Final reports are due to the Director one (1) month after each Shared Research project ends. The reports should be cumulative and detail all of the results of the Shared Research.

7.9 Principal investigators are required to attend or have a co-principal investigator attend all CoMFRE meetings until Shared Research project is completed and required reports are submitted. Project principal investigators may attend via teleconference.

7.10 Principal investigators may request a no-cost extension for on-going Shared Research, according to the following guidelines:

7.10.1 The principal investigator is required to submit a one paragraph justification for the request in writing to the Director at least one (1) month prior to the end of the project.

7.10.2 The principal investigator may ask for a maximum of a four (4) month extension.

7.10.3 Any funds remaining after the four (4) month period will be returned to CoMFRE for funding projects the following year.

7.10.4 A final report will be required at the end of the extension period.

ARTICLE VIII - MEETINGS

8.1 The Director and the IAB chair will establish the schedule of activities and meetings for the CoMFRE, as well as the agenda for the twice yearly research review meetings.

8.2 The University, Affiliated Universities, and Members will meet twice a year (spring and fall) to review on-going Shared Research, propose projects, review budgets, and discuss strategic plans for CoMFRE. Meetings will be held at Iowa State University.

8.3 A Member may send more than one representative to the IAB meetings, but will only have one voting representative per paid Membership Fee.

8.4 A non-member guest (“Guest”) may attend one (1) meeting, provided there are no objections from any Member and the Guest executes in advance of attendance the standard (guest) non-disclosure
agreement. The Guest will have no membership rights, such as voting or access to reports. The Director will notify the IAB at least one (1) week before a meeting, by email, of possible guests, including names, titles and affiliations.

8.5 Meeting agendas will be provided to Members at least two (2) weeks in advance of each meeting. Minutes for open and closed IAB sessions will be taken by the vice chair of the IAB and distributed to the IAB promptly after each meeting. All documents will be supplied as pdf files and marked confidential.

8.6 CoMFRE meetings are closed to the public. Attendance is limited to faculty, staff, postdoctoral fellows, and students affiliated with CoMFRE and Members. Subject to Article 8.4, prospective members and University affiliates may attend CoMFRE meetings by invitation of the Director and must sign a non-disclosure agreement prior to attending any CoMFRE or IAB meetings. Prospective members may attend a maximum of two (2) IAB meetings.

ARTICLE IX- RESEARCH PROJECT SELECTION PROCEDURE

9.1 Proposed Shared Research projects are reviewed annually by the IAB. Each Member is allocated ten (10) voting points per paid Membership Fee with which to influence project selection and resource allocation priorities. Voting points may be distributed across projects in any manner that the Member selects, from all points on one project to some points on many or all projects. Projects with the most voting points will be selected for funding. Project budgets may be adjusted slightly on the basis of available funds.

9.2 The Shared Research projects shall be conducted by students (undergraduate, graduate, and/or postdoctoral), technical staff and faculty at the University or Affiliated Universities.

9.3 All Members may participate in the selection and evaluation of research projects.

9.4 Each Shared Research project will have a minimum of one Mentor or technical sponsor from a Member.

9.5 Members may propose for review and consideration by the IAB general industry-oriented research topics of interest. University faculty may submit ideas for potential inclusion as areas of emphasis in the Request for Applications. A list of relevant research topics will be compiled reflecting the interests of the Members. The University will develop a set of short pre-proposals consistent with the interest of the Members, and the mission of CoMFRE. The pre-proposals will be distributed to the IAB and posted on the CoMFRE web site prior to the fall IAB meeting. At the fall IAB meeting, each University faculty/student team will give a fifteen (15) minute presentation, including their research idea and an estimated budget. Principal investigators of top-ranked proposals will be invited to present their research proposal at the fall meeting before the Members vote.

9.6 When the expertise required to conduct and complete a Shared Research project falls outside the University, Shared Research may be conducted by invitation at sites outside of CoMFRE. In this case, researchers who are selected by Members to participate in a Shared Research project must abide by the terms of the Membership Agreement and the Operating Procedures outlined herein. Individual researchers may only receive one such CoMFRE sub-award at a time.
ARTICLE X- PUBLICITY

10.1 A 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. Likewise, the University may not use the name of a Member in any publicity, advertising or news release without the prior written approval of an authorized representative of the Member. Press releases will be coordinated between the Director and the University press office. Notwithstanding the forgoing, the parties may satisfy any reporting requirements of their respective organizations, and Members will be listed on the CoMFRE web site and may be mentioned in public communications regarding CoMFRE and its activities.

10.2 The Director shall post descriptions of all Shared Research on the CoMFRE website. The descriptions shall not contain confidential or proprietary information.

ARTICLE XI- PUBLICATIONS

11.1 Researchers engaged in Shared Research shall be permitted to disclose in a publication the methods and results of their research after a review by the Members for proprietary materials as outlined in the Membership Agreement.

11.2 In accordance with the Membership Agreement and subject to limited restriction, the University reserves the right to publicly disclose information arising out of or resulting from Shared Research. Prior to publication, a proposed public disclosure will be placed on the CoMFRE secure website and a notification will be sent to the primary contact for each Member at least thirty (30) days prior to the public disclosure. University publication rights remain as per the Membership Agreement.

11.3 Shared Research results that have been approved for public disclosure may be used in additional publications or forums without additional Member review.

11.4 The following statement acknowledging CoMFRE support should be used for any public disclosure of research based on or developed with CoMFRE support: “This material is based upon work supported by the member organizations of the Iowa State University Consortium for Multiphase Flow Research and Education.”

ARTICLE XII- BENEFITS

12.1 All Members will have Intellectual Property Rights as outlined in the Membership Agreement.

12.2 All Members will have an opportunity to directly contribute to CoMFRE research and education by serving as industrial Mentors and/or thesis committee members as appropriate and consistent with the policies and procedures of the University/Affiliated Universities.

12.3 All Members will have an opportunity to propose specific research problems and focus areas for Shared Research.
12.4 Information transfer between the faculty/student research teams and Members will be promoted by: (1) direct involvement of the industrial Mentor on the research team; (2) submission of reports; (3) research presentations to Members; and (4) participation in bi-annual meetings.

12.5 Each Member will vote on the selection of Shared Research and provide input on all CoMFRE matters.

ARTICLE XIII- NEW AFFILIATED UNIVERSITIES

13.1 It is anticipated that new universities may request to participate in CoMFRE as an Affiliated University. Each university requesting to participate shall review the CoFMRE research objectives and plans and obtain concurrence from the Director prior to submitting a letter of intent to join CoMFRE.

13.2 A university requesting to participate as an Affiliated University must (1) demonstrate its ability to perform synergistic research within the focused research areas of CoMFRE; (2) document its willingness to work within the structure, policies, and procedures of CoMFRE; and (3) submit letters of support from the Director and the IAB chair. Upon concurrence by the Director, including the approval of a two-thirds majority of the IAB, the university will become an Affiliated University.

13.3 A new university requesting participation in CoMFRE is encouraged to actively recruit new Members.