

**Bylaws of the iPerform NSF I/UCRC Center  
for Assistive Technologies to Enhance Human Performance**

**ARTICLE I – INTRODUCTION**

The following Bylaws will be used to govern the **iPerform Center for Assistive Technologies to Enhance Human Performance**, a National Science Foundation (NSF) Industry/University Cooperative Research Center (I/UCRC).

1.1 The Bylaws can be amended at any time by an affirmative vote of two-thirds (2/3) of the members of the Industrial Advisory Board (IAB).

1.2 IPERFORM is a university consortium comprised of Members and the following participating universities (individually, each a “University”, and they and their facilities and resources, “University Sites”):

- UNIVERSITY OF TEXAS ARLINGTON (Lead)
- UNIVERSITY OF TEXAS DALLAS

1.3 These Bylaws form an integral part of the Membership Agreement with participating Members. If there are any inconsistencies between the Bylaws and the Membership Agreement, the terms and conditions outlined in the Membership Agreement take precedence over the Bylaws.

**ARTICLE II – PURPOSE**

2.1 **Vision Statement:** IPERFORM intends to advance computer technologies, both software and hardware, in order to enhance human performance at all levels, corporate, public, home and personal, and provide educational opportunities to current and future engineers.

2.2 **Mission Statement:** IPERFORM intends to usher applications and cost-effective solutions that add value to company enterprises, government institutions and private sector organizations, increase productivity and profits, accelerate commercialization, lower workplace losses, prepare a job-ready workforce, advance US competitiveness world wide and improve relevance and quality of university education.

2.3 **Research Focus:** IPERFORM research topics respond to the needs of the Members and the capabilities of the University Sites. Examples of areas of research include, but are not limited to the following:

- Industrial automation and manufacturing
  - development of automated solutions for workflow management and cooperation
  - smart, ergonomic, human centric and cost-effective ways to manufacture products
  - design methods for rapid, modular and user centric employee training
- Big Data, Data analytics and applications
  - big data processing and analysis systems for multisensing data processing
  - software and hardware systems performance testing
  - energy conservation methods using data mining and human usage monitoring

- use of robotics, database systems to improve applications in transportation, house management, employ training, therapy and human factors applications
- sensor-based system integration and human behavior evaluation
- Healthcare systems
  - smart rehabilitation systems that use computer technologies such as, robotics, animation, computer vision, machine learning, and multimodal data synthesis
  - evaluation of healthcare systems and clinical care
  - cognitive and motor assessment
- Cybersecurity and social media
  - telemonitoring, surveillance, cybersecurity and privacy preserving systems
  - social media methods to assess company products and services
  - Risk analysis

### ARTICLE III – MEMBERSHIP

3.1 Each Member will sign the Membership Agreement with one of the University Sites.

3.2 There are two categories of memberships in the Center: Full and Associate. Full Members have full access and rights to all of the Centers Research areas, while Associate Members have limited rights and privileges as outlined below. Associate members include public agencies, state government agencies, large businesses (for up to 1 year), or small businesses as defined below:

“A small business is an organization that is organized for profit, with a place of business located in the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor; is in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture; is at least 51 percent owned and controlled by one or more individuals who are citizens of, or permanent resident aliens in, the United States; and has, including its affiliates, not more than 500 employees.”

3.3 There are different fees levels for the different membership types. The fee schedule is set by the Center Director in consultation with the Industrial Advisory Board (IAB). Amount of annual membership fees can be changed by an affirmative vote of two-thirds (2/3) of the Members of the IAB.

3.4 In order to be considered Center Member in good standing each Member must sign a standard Membership agreement and pay annual dues in full.

3.5 Rights and privileges of Full Membership include:

- (a) One voting member on the IAB with **three (3)** voting points at IAB meetings
- (b) Early access to all research sponsored by the Center
- (c) Rights to Center patents and copyrights, as specified in Member Agreement

- (d) Access to all publications, documentation and software created by the Center, as specified in Member Agreement
- 3.6 Rights and privileges of Associate Membership include:
- (a) One voting member on the IAB with **one (1)** voting point at IAB meetings
  - (b) Early access to all research sponsored by the Center.
  - (c) Rights to limited licenses to Center patents and copyrights, as specified in Member Agreement
  - (d) Access to publications, documentation and software created by the Center, as specified in Member Agreement
- 3.7 Rights and privileges of University Sites include:
- (a) Representing the University Site at Center Meetings
  - (b) Receiving and budgeting funding from the Center or Members directly
  - (c) Hosting industrial mentors
  - (d) Issuing annual technical and budget reports
  - (e) Presenting semi-annual technical updates at the Center meetings

#### **ARTICLE IV – ORGANIZATION**

- 4.1 Although individual Members of IPERFORM join the Center through one of the University Sites, there is only one IAB for IPERFORM. The IAB will select its Chairperson for a two-year term.
- 4.2 Each Center Member will have one voting representative on the IAB.
- 4.3 All Members will participate in the strategic planning activities of the Center.
- 4.4 Each University Site will have a Site Director. The lead institution will appoint the Center Director.
- 4.5 A Center External Evaluator, appointed by the National Science Foundation, will assist the Center Director, Site Directors, and the IAB to organized the Center and provide an independent assessment of the operation. The Center External Evaluator will report directly to the I/UCRC Program Manager at the National Science Foundation.

#### **ARTICLE V – REPORTS/PROPRIETARY INFORMATION**

- 5.1 The Site Directors will provide reports to Members.
- 5.2 Any confidential information to be provided by a Member during the course of project mentoring or to another Member of the Center for Center-related matters will be provided under the protection of an independent confidentiality agreement between the Member and the appropriate University Site.

## **ARTICLE VI – MEETINGS**

6.1 The Center Director will be responsible for all Center activities and meetings, including the agenda, for the Center.

6.2 Center meetings are closed to the public. Attendance is limited to faculty, staff, and students affiliated with a University or the Center, representatives of Members, Center Evaluator and NSF personnel. Potential members of the Center and non-Member or non-University attendees can be invited and are allowed to attend the meeting provided they sign a Non Disclosure Agreement and will not take place in any votes or project evaluations.

## **ARTICLE VII – PUBLICITY**

7.1 Members will not reference any University or University Site in connection with the Center in any statement, whether oral or written, without the applicable University's prior approval. University may acknowledge Member's support and participation in scientific or academic publications, communications or press releases without Member's prior approval, and as required by the Texas Public Information Act, Texas Education Code or Texas Government Code, or other applicable law or regulation. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

## **ARTICLE VIII. -- RELATED RESEARCH CONTRACTS AND GRANTS**

8.1 As needs for proprietary research or unique applications may develop, a separate contract or grant may be negotiated between a Member and one or more of the University Sites. Such contracts and grants are handled outside the Center Membership Agreement.