Bylaws of the Power Systems Engineering Research Center (PSERC)

As modified in May 2010
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PREFACE

The Power Systems Engineering Research Center (PSERC) is a collaboratory of universities and industry, established to address technical and policy challenges of electric power systems. The goal of PSERC is to create an environment of universities, government, and industry working together to promote and enable collaboration, to provide a forum for exchange of information and ideas, and to create solutions to complex and diverse problems facing the electric power industry. PSERC is managed by a Director with the assistance of an Executive Committee (EC). PSERC operates with funds provided by the member universities, the National Science Foundation (NSF), the electric power industry among other sources. PSERC activities include collaboration in joint research projects, multi-site seminars, and participation in a multi-site National Science Foundation Industry/University Cooperative Research Center (I/UCRC). Representation of industrial member of PSERC occurs through an Industrial Advisory Board (IAB). The IAB and the EC have established these Bylaws to operate PSERC efficiently and consistently.
ARTICLE 1 - Membership

1.1 Universities

University membership in PSERC requires the member university to enter into the University Memorandum of Understanding (given in Appendix A). There are two university membership categories, Administrative and Collaborating, as described in Articles 1.1.1 and 1.1.2 below.

1.1.1 Administrative Members

The Administrative Members are those universities that have been designated by NSF as PSERC I/UCRC sites and have signed the University Memorandum of Understanding (or MOU, provided in Appendix A).\(^1\)

1.1.2 Collaborating Members

Collaborating Members of PSERC are those universities that have not been designated by NSF as PSERC I/UCRC sites, but have signed the University Memorandum of Understanding.\(^2\)

1.1.3 Modifications to the University Memorandum of Understanding (MOU)

Modifications to the MOU require the approval of the Executive Committee (as defined in Article 2.4) and the responsible administrators of the member universities.

1.1.4 Changes to University Membership

Any additions or deletions to university membership, or changes in a university member’s category, require the approval of at least three-fourths of the Executive Committee members (excluding ex-officio members).

1.2 Industries

Industrial membership in PSERC is through an Industrial Membership Agreement (provided in Appendix B) between each member and the Lead University. Modifications to this agreement require approval of the Executive Committee and the Industrial Advisory Board (IAB).

\(^1\) As of December 13, 2002, the Administrative Members were Cornell University, Arizona State University, University of California at Berkeley, Carnegie Mellon University, Colorado School of Mines, Georgia Institute of Technology, University of Illinois at Urbana-Champaign, Iowa State University, Texas A&M University, Washington State University, and University of Wisconsin-Madison.

\(^2\) As of December 13, 2002, the Collaborating Members were Howard University and Wichita State University.
1.2.1 Full Membership

Full members pay the standard membership fee in accordance with the Industrial Membership Agreement, and have the rights and responsibilities specified therein and in these Bylaws. Changes to the standard membership fee will be proposed by the Director, and will be approved by the Executive Committee and Industrial Advisory Board.

1.2.2 Associate Membership

Associate member is an industry membership category open to organizations whose gross revenues do not exceed $5,000,000 per year or, for energy businesses whose revenues are principally based on energy sales, total energy sales not to exceed four million MWh per year. Associate members pay a membership fee equal to half of that of a full member. They have the right to attend IAB meetings, but do not have the right to vote on policy and funding matters before the IAB. Otherwise, they have the same rights and responsibilities as full members.

1.2.3 Affiliate Membership

Affiliate member is an industry membership category open to industry members who are joining PSERC for the first time. An organization may be an affiliate member for a maximum of two years after joining. After two years, an affiliate member must either become a full member or terminate membership. Affiliate members pay a membership fee equal to half of that of a full member. They have the right to attend IAB meetings, but do not have the right to vote on policy and funding matters before the IAB. Otherwise, they have the same rights and responsibilities as full members.

ARTICLE 2 - Organization and Management

2.1 Lead University

The official administrative headquarters for PSERC resides at the Lead University. The location of the Lead University is determined by the Executive Committee through selection of the Director. The Lead University through the Director is responsible for the administrative and financial management of all PSERC activities. All or portions of this responsibility may be delegated or subcontracted to one or more other PSERC member universities when approved by the Executive Committee.

2.2 Director

The Director is located at the Lead University, and is nominated by the Executive Committee to the Dean of Engineering at the Lead University for appointment to a renewable term of five years. The Director is a non-voting, ex-officio member of the Industrial Advisory Board.
2.2.1 Responsibilities

The Director is responsible for the overall management of PSERC and is the chair of the Executive Committee. A primary responsibility of the Director is to represent PSERC before its industrial members and the electric energy industry as a whole. The Director is also responsible for recruiting and supervising PSERC staff, ensuring efficient operation of PSERC, and creating and maintaining a collaborative infrastructure. The Director is responsible for coordinating the assessment of PSERC’s quality through feedback from the Industrial Advisory Board and the Evaluator(s).

2.2.2 Responsibilities Regarding Allocation of Research Funds

The Director makes the final allocation of research funds to member universities. In doing so, the Director considers the recommendations of the Executive Committee and the Industrial Advisory Board, among other factors the Director deem appropriate in assuring that PSERC’s mission is achieved.

2.2.3 Interim Director

The Director may appoint an Interim Director from among members of the Executive Committee. An Interim Director may serve for a period of up to one year.

2.3 Site Directors

Each PSERC member university must appoint a local Site Director for that university. A Site Director is appointed by an appropriate academic administrator (e.g., the Dean of Engineering) at the member university, with the concurrence of the PSERC Director, for a renewable five-year term. The Director may also serve as the Site Director at the Lead University if approved by the Executive Committee.

2.4 Executive Committee

The Executive Committee (EC) is comprised of the Site Directors of Administrative Member universities (as defined by Article 1.1.1). Site Directors from Collaborating Universities and the Deputy Director may (at the discretion of the Director) serve as non-voting ex-officio members.

2.4.1 Responsibility and Authority

The EC works with the Director and IAB to provide guidance on strategy, policies and procedures for PSERC, to ensure compliance with established policies and procedures, and to maintain efficient day-to-day operations at the university sites.

2.4.2 Chair

The EC is chaired by the PSERC Director or the Director’s designee.
2.4.3 Quorum

A meeting quorum is three-fourths (3/4) of all EC members (excluding ex-officio members).

2.4.4 Decision-Making Method

All issues are resolved by consensus whenever possible or by a three-fourths majority of those Administrative Members attending a meeting when a formal vote is taken.

2.4.5 Allocation of Research Funds

Upon review of the IAB’s funding recommendations (as described in Article 2.5), the EC recommends to the Director the final allocation of funds to member universities.

2.5 Industrial Advisory Board

The Industrial Advisory Board (IAB) is comprised of one official liaison from each industrial member. The IAB’s primary responsibilities are to recommend and, when appropriate, set policy with respect to the Center’s focus and direction. The IAB meets at least twice per year.

2.5.1 Officers

The officers of the IAB are the Chair and Vice-Chair. The election of officers occurs at the last IAB meeting of the calendar year. The officers are nominated by the last two IAB Chairs and the Director, or by nominations from the floor, and are elected by the IAB for a renewable one-year term beginning on January 1. The Chair sets the agenda and conducts the business meetings of the IAB, acts as a spokesperson for the IAB, and represents PSERC outside of the organization when appropriate. The Vice Chair works at the Chair’s direction. Should the Chair resign, the Vice Chair becomes Chair until the next regularly scheduled election.

2.5.2 Liaison

Each IAB member designates a liaison who serves as the lead contact between PSERC and the member. The liaison facilitates effective communication between PSERC and the member organization.

2.5.3 Proxies

The liaison is expected to be that member’s primary representative at IAB meetings. In the event that the liaison is unable to attend, the liaison (or an official of the member organization) designates by proxy another individual to serve as the representative. The proxy is provided to the Director in advance of the meeting. The designated individual may be from the member organization, from another IAB member, or the Director. A
proxy is assumed for another person from the same organization unless a proxy is submitted in writing by the organization.

2.5.4 Quorum

The quorum for an IAB meeting is two-thirds (2/3) of the voting IAB members; that is, Associate Members are not counted in determining a quorum. Official IAB actions (with the exception of bylaw changes as noted in Article 4) require a simple majority of votes cast in person or by proxy.

2.6 Deputy Director

The Deputy Director is appointed by and reports to the PSERC Director and has the general duties described below. The Deputy Director (DD) coordinates all of the administrative activities of PSERC and serves as an effective liaison between PSERC, the Director, the various site directors, member companies, and funding agencies. The DD's duties include serving as the principle PSERC liaison to members. The DD assists members in identifying research and education needs, by communicating those needs to PSERC, and by increasing member and student involvement in PSERC. The DD also facilitates information sharing and reporting on research and education activities, and supports communication between industry and students.

2.7 Stem Committees

The research areas of PSERC are managed by the Stem Committees comprised of university researchers and industrial representatives. The Stem Committees assist the Executive Committee in new project formulation and in project funding recommendations. The Stem Committees coordinate industry input in developing research plans, defining research areas of interest, preparing research project solicitations and reviewing proposed projects. They also inform the Industrial Advisory Board on technical issues related to new and on-going projects, and facilitate industry’s interaction with researchers. The Stem Committee chairs and vice chairs are appointed by the Director.

ARTICLE 3 - Publications and Intellectual Property

Standard technical reports are published and distributed to industrial members by PSERC. They may be available in standard paper format or electronically over the Internet by accessing a web site maintained by PSERC. Intellectual property rights are in accordance with the University Memorandum of Understanding and industry agreement given in Appendices A and B.

ARTICLE 4 - Changes to the Bylaws and the Industrial Membership Agreement

The Bylaws and the Industrial Membership Agreement (provided in Appendix B) may be amended as necessary to accomplish PSERC’s objectives. Proposed bylaw and agreement changes are approved by the Executive Committee and the Industrial Advisory Board.
Approval of a bylaw or an agreement change by the IAB requires a quorum (as specified in Article 2.5.4) and approval by at least two-thirds (2/3) of the voting IAB members present (in person or by proxy).

**Appendix A:** *University Memorandum of Understanding*

**Appendix B:** *Industrial Membership Agreement*
APPENDIX A:

Memorandum of Understanding Between University Members of the Power Systems Engineering Research Center (PSERC)

Technology transfer is viewed as one of the benefits of membership in the Power Systems Engineering Research Center (Center). Since this center is a consortium of several universities aided by industrial sponsors, this memorandum of understanding is aimed at defining the basic agreement for handling the ownership and administration of intellectual property derived from Center research activities, as described below.

Ownership. Where all the inventors/creators are employees of one university member of the consortium, ownership of intellectual property, regardless of form, shall be in that member. Where the inventors/creators are employees of more than one member of the consortium, ownership shall be jointly held by those members. Ownership is subject to license rights provided to other members of the consortium, as further specified below. The owning party(ies) are responsible for compliance with any relevant Government regulations regarding disclosure, election of title, and licensing of intellectual property resulting from Federal sponsorship.

Administration. For purposes of this agreement, “intellectual property” shall include (1) potentially patentable inventions that are conceived during the performance of PSERC-sponsored research activity, and (2) copyrighted computer software that is specified as a deliverable item in a Center-sponsored research activity.

(1) Inventions and patents. All inventors/creators of potentially patentable inventions are required to make prompt disclosure of such intellectual property to the appropriate “administrative unit or agent” of the respective inventors/creators institution(s). This office (these offices) will in turn promptly notify each member institution of the disclosure, which shall be treated as confidential information until such time as a patent application is filed or a decision is made not to file.

The member institution(s) shall decide in which countries to seek patent protection, and shall file for such protection, prosecution and maintenance in accordance with the member institution(s) policy. Each member institution in the Center shall have a royalty-free, non-exclusive, worldwide license, for their own academic, research or internal business purposes.

(2) Copyrighted software. All Center members shall have a royalty-free, non-exclusive, worldwide license to use any copyrighted software for their own academic, research or internal business purposes.

Publications. The Center encourages publications of research results subject only to protection of intellectual property contained in such publications. Publication delays are limited to 90 days.
Revenue Stream. Should revenue result from intellectual property developed by Center members, distribution of the revenue shall be in accordance with the policies of the inventing member(s).

Obligations to Industrial Sponsors. Member institutions appoint Arizona State University as their agent for the purpose of entering into agreements with PSERC Industrial Sponsors in accordance with the terms of the attached PSERC-Industry/University Cooperative Research Center Agreement. Member institutions agree to provide research results to sponsoring COMPANIES in accordance with Paragraph C, to comply with publication provisions of Paragraph E, and to make inventions and copyrighted works available to member COMPANIES pursuant to Paragraphs F and G.

Execution. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute a single, legally binding contract.

12/2005
APPENDIX B:

PSERC-Industry/University Cooperative Research Center
Industrial Membership Agreement

This agreement is made this _________ day of _________ 200X on behalf of the Power Systems Engineering Research Center, comprised of member universities (hereinafter called "UNIVERSITY or UNIVERSITIES"), by Arizona State University as its lead representative.

WHEREAS, the parties to this agreement have joined together in a cooperative effort to support a PSERC-Industry/University Cooperative Research Center (hereinafter called "CENTER") and to maintain a mechanism whereby the PSERC environment can be used to perform research on electric power systems problems.

Now, therefore for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

A. The CENTER will be operated by certain faculty, staff and students of PSERC. For the first five years, the CENTER will be supported jointly by industrial firms, utilities, Federal and State agencies, laboratories, and the National Science Foundation (NSF).

B. Any SPONSOR, including a parent company or its majority owned subsidiaries, or any Federal Research and Development Laboratory, or any Government-owned Contractor Operated Laboratory, not-for-profit research and development membership organization, or any State or Federal Regulatory body may become a sponsor of the CENTER, consistent with applicable state and federal laws and statutes.

C. The SPONSOR agrees to contribute the annual industry membership fee as invoiced by Arizona State University in support of the CENTER and thereby become a sponsor. Financial liability of the SPONSOR is limited to the annual membership fee, established in accordance with the PSERC Bylaws; no additional fees beyond that amount will be imposed as a special assessment by PSERC. Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, SPONSOR should join the CENTER with the intention of remaining a fee paying member for at least two years. However, SPONSOR may terminate this agreement by giving the CENTER 90 days written notice prior to the termination date.

The results of CENTER research will be made equally available to all sponsoring COMPANIES. Ownership of patents and copyrights that result from CENTER research will remain with UNIVERSITIES, in accordance with the terms of the Memorandum of Agreement between the Universities.

D. There is an Industrial Advisory Board composed of one representative from each sponsor. This board makes recommendations on (a) the research projects to be carried out by the
CENTER (b) the allocation of resources to these research projects, and (c) changes in the Bylaws. The operation of this board is specified in the Bylaws.

E. CENTER reserves the right to publish in scientific/engineering journals the results of research as submitted in the final deliverable of each funded project. SPONSOR, however, shall have the opportunity to review any paper or presentation containing results of the research program of the CENTER, prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed 90 days from the date of submission to SPONSOR, for proprietary reasons (i.e., to identify the inadvertent disclosure of a sponsor’s confidential information, or to identify potentially patentable subject matter), provided that SPONSOR makes a written request and justification for such delay within 30 days from the date SPONSOR is notified of the intent to publish by CENTER.

F. All patents derived from inventions conceived or first actually reduced to practice in the course of research conducted by the CENTER shall belong to UNIVERSITY as outlined in the Memorandum of Agreement between PSERC UNIVERSITIES. UNIVERSITY will disclose to SPONSOR each subject patentable discovery within three months of its identification by UNIVERSITY. SPONSOR will have an internal use right to practice the aforementioned inventions. The internal use right grants to SPONSOR the nonexclusive royalty-free ability, without sublicense rights, to make, have made, and use compositions, products, apparatus, processes and know how, and to practice methods covered by the pending patent. With respect to timing, if SPONSOR is a member of the CENTER at the time of disclosure, they are entitled to these rights. Otherwise they are not.

Upon disclosure of the subject invention by UNIVERSITY, SPONSOR may request a nonexclusive license to sell compositions, products or apparatus and/or sublicense third parties to practice methods of an invention claimed in the pending patent application. UNIVERSITY and SPONSOR shall negotiate in good faith mutually agreeable, satisfactory terms of a nonexclusive license within three months of the request for a license. During this three month period, UNIVERSITY will not negotiate with any non-sponsor of the CENTER. If SPONSOR is the only sponsor of the CENTER interested in a license for a subject disclosure then UNIVERSITY is free to negotiate an exclusive licensing arrangement (subject to government rights and the internal use rights of other sponsors and UNIVERSITIES of the CENTER) with SPONSOR.

If no PSERC sponsor is interested in a commercial license, the UNIVERSITY is free to offer exclusivity (subject to government rights and the internal use rights of sponsors and UNIVERSITIES) to other non-sponsor companies.

G. Copyright registration may be obtained for software developed by the CENTER. The SPONSOR shall be entitled to utilize copyrighted software for internal use only. If the SPONSOR desires to market the software, enhanced or not, then SPONSOR will negotiate a non-exclusive license with UNIVERSITY.

H. Neither party is assuming any liability for the actions or omissions of the other party. Each party will indemnify and hold the other party harmless (according to applicable state laws) against all claims, liability injury, damage or cost based upon injury or death to persons, or loss
of, damage to, or loss of use of property, which arises out of the performance of this agreement to the extent that such claims, liability, damage, cost or expense results from the negligence of a party’s agent or employees.

ARIZONA BOARD OF REGENTS
FOR ARIZONA STATE UNIVERSITY       SPONSOR

Name ____________________________ ____________________________
Title ______________________________ ____________________________
Signature__________________________ ____________________________
Date ______________________________ ____________________________
For ________________________________ ____________________________

12/2005