

**CROSS: Center for Research in Open Source Software**

**Center for Research in Open Source Software (CROSS)**

**Bylaws**

University of California Santa Cruz

Version 0.6: 10/25/2015

CROSS Center Director (§1.3.10) Approval

[Signature on Original]

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Carlos Maltzahn, University of California, Santa Cruz

Approval by CROSS Voting Board Members (§1.3.4),  
represented by the IAB Chairperson (§1.3.6)

[Signature on Original]

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Name: Abhijeet Gole (Toshiba)

Title: CROSS IAB Chair

Date: 12/10/2015

# **CROSS: Center for Research in Open Source Software**

## **ARTICLE I – INTRODUCTION**

1.1 The following Bylaws will be used to govern the Center for Research in Open Source Software (CROSS), a Focused Research Activity in the Baskin School of Engineering at the University of California, Santa Cruz, which is a single-university activity, modeled after the NSF Industry/University Cooperative Research Center (I/U CRC).

1.2 The Bylaws can be amended at any time by an affirmative vote of two thirds (Quorum) of the Voting Board Members (§1.3.4) of the Industrial Advisory Board (IAB) (§1.3.3) with the approval of the Center Director.

### 1.3 DEFINITIONS

1.3.1 “Center for Research in Open Source Software (CROSS)” is Focused Research Activity, modeled after the NSF Industry/University Cooperative Research Center (I/U CRC).

1.3.2 “Company Member” means a company or other industry entity that has signed a CROSS Membership Agreement and paid one or more membership fees during the current Membership Year.

1.3.3 “Industrial Advisory Board” (IAB) consists of Board Members (§1.3.5) and is chaired by the IAB Chairperson (§1.3.6).

1.3.4 “Voting Board Member” means a voting representative of a Company Member. A Voting Board Member is automatically a member of the IAB during the term of the Company Member’s membership.

1.3.5 “Board Member” means a voting or non-voting representative of a Company Member. A Board Member is automatically a member of the IAB during the term of the Company Member’s membership.

1.3.6 “IAB Chairperson” means a voting representative of a Company Member who has been elected as Chair by the Voting Board Members.

1.3.7 “Membership Agreement” means the CROSS Membership Agreement signed by a corresponding Company Member.

1.3.8 “Membership Year” means either a twelve (12) month period beginning on January 1 and ending December 31 or a twelve (12) month period beginning July 1 and ending on June 30 as elected by the Company Member. See section 3.3 for information on renewals.

1.3.9 “University Member” means the University of California, Santa Cruz.

1.3.10 “Center Director” means the faculty member responsible for all CROSS operations.

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- 1.3.11 “Research Project” means a Ph.D.-level Research Project that – if selected – is funded by CROSS. The Research Project is lead by a “Principal Investigator”, a faculty member of the University Member who is advising the student(s) involved in the Research Project.
- 1.3.12 “Incubator Project” means an open source software project that – if selected – is funded by CROSS. The Incubator Project is lead by a “Principal Investigator, a postdoctoral scholar at the University Member.
- 1.4 These Bylaws represent the purpose, organization, and administrative structure of CROSS and have been approved by the Center Director and voted on by two thirds of the Voting Board Members. Each Company Member has signed the Membership Agreement detailing the legal terms and conditions of participating in CROSS research. The current approved Membership Agreement is always available at <http://cross.ucsc.edu/cross-membership.pdf>. If there are any inconsistencies between the Bylaws and the standard Membership Agreement, or any Membership Agreement effective prior to the date of these Bylaws, the terms and conditions outlined in such Membership Agreement take precedence over the Bylaws. Amendments to the standard Membership Agreement must be approved by the Center Director and two thirds of the Voting Board Members.

### **ARTICLE II – PURPOSE**

#### **2.1 Vision Statement:**

To be an internationally-recognized cradle for successful open source software projects for the benefit of Company Members, University Member, and society.

#### **2.2 Mission Statement:**

- 2.2.1 To bridge the gap between student research work and successful open source software projects with education, research, incubation, and industry collaboration.
- 2.2.2 To attract talented students and educate the next generation of open source software leadership on problems of long-term relevance to Company Members, University Member, and society.
- 2.2.3 To leverage open source software culture in world-class university research.
- 2.2.4 To incubate open source software projects beyond graduation to reach sustainability beyond CROSS support. Success means that Incubator Projects are being adopted by organizations outside the University Member, e.g. the Apache Foundation’s incubator or the Software Freedom Conservancy’s incubator.

### **ARTICLE III – MEMBERSHIP**

- 3.1 The CROSS annual sponsor membership fee is as agreed upon in the Membership Agreement. Membership fees will be used to support CROSS programs in education, research, and the incubation. Membership fees are NON-REFUNDABLE, except to the

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limited extent provided for by the Membership Agreement. Currently, the annual membership fee is

- 3.1.1 fifty thousand U.S. dollars (\$50,000) per year for a small business entity, as defined by Title 13 of the Code of Federal Regulations (CFR), Part 121 and the North American Industrial Classification System (NAICS), and
- 3.1.2 for all other entities, one hundred thousand U.S. dollars (\$100,000.00) per year.
- 3.2 All Company Members will sign the standard Membership Agreement with the University Member unless otherwise approved by the Center Director and two thirds of the representatives of the IAB.
- 3.3 **Calendar Year Cycle:** Agreements signed Oct - Mar will be on a Calendar year (Jan-Dec) Membership Cycle. Membership Agreements signed Oct-Dec will be effective the following Jan (see also 1212.3 regarding prospective Company Members). Agreements signed Jan-March will be effective on the date of execution. Membership Fees are due within 60 days of the Agreement's execution and will not be prorated based on effective date.

**Fiscal Year Cycle:** Agreements executed April -Sept will be on a Fiscal year (July - June) Membership Cycle. Membership Agreements signed April-June will be effective the following July (see also 1212.3 regarding prospective Company Members). Agreements signed July-April will be effective on the date of execution. Membership Fees are due within 60 days of the Agreement's execution and will not be prorated based on effective date.

Memberships are renewed annually. To renew a membership a Company Member shall pay the annual membership fee prior to the start date of their new Membership year. In extenuating circumstances, this can be delayed by 60 days after the start of the Membership Year with prior approval from the Center Director.

As indicated in Section C of the Standard Membership Agreement (Attachment A) due to the type of research to be performed, a Company Membership have the intention of maintaining membership for at least two (2) years. Members that do not intend to renew must provide written notification at least 30 days prior to their current expiration date.

Agreement Execution	Membership Start Date	Membership Cycle	Initial Payment Due	Renewal Payment Due
October-December	January 1st	Calendar Year (Jan-Dec)	Within 60 days of Execution	Annually Prior to January 1st
January - March	Date of Agreement	Calendar Year (Jan-Dec)	Within 60 days of Execution	Annually Prior to January 1st
April-June	July 1st	Fiscal Year (July-June)	Within 60 days of Execution	Annually Prior to July 1st
July-September	Date of Agreement	Fiscal Year (July-June)	Within 60 days of Execution	Annually Prior to July 1st

- 3.4 Members shall provide CROSS with a completed CROSS Member Contact Addendum (Attachment B) upon execution of the Membership Agreement. Members will, if necessary

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due to changes in the information, provide an updated Contact Addendum at least every 6 months.

### **ARTICLE IV - ORGANIZATION**

- 4.1 There is only one Industrial Advisory Board (IAB) for CROSS. The IAB will select a Chairperson from the member companies for a two year term and no less than every two years thereafter.
- 4.2 Company Members paying one membership fee will have one voting representative on the IAB. A Company Member may pay more than one membership fee and will be entitled to have one voting representative on the IAB for every full membership fee paid during that Member Year.
- 4.3 All Company Members are encouraged to participate in the strategic planning of CROSS, which may include (i) assisting University Member faculty in identifying pre-competitive, generic, industry-related, research problems; (ii) recommending Research Projects for future work; (iii) assisting in identifying projects appropriate for the CROSS incubator; (iv) assisting in identifying internship opportunities offered at the Company Member's site for graduate students and postdoctoral students; (v) assisting the Center Director in identifying new potential sponsors; and (vi) reviewing the research and educational accomplishments of CROSS.
- 4.4 The Center Director will be responsible for all CROSS activities.
- 4.5 Project Principal Investigators will manage specific Research or Incubator Projects funded by CROSS and will report directly to the Center Director, the appropriate university administrators, and to the Company Members who have expressed interest in the project.

### **ARTICLE V - ADMINISTRATION**

- 5.1 The Center Director and University Member faculty will work with the IAB on strategic plans for CROSS and on engaging new potential Company Members.
- 5.2 The Center Director in cooperation with University Member faculty will submit an annual operating and research budget to the IAB for review and recommendations. This budget will be available for review two weeks prior to the Spring IAB Meeting each year. Financial status will be presented by the Center Director at each semiannual meeting. Financial status will be available for review two weeks prior to each meeting. Financial materials for these meetings will be posted on the CROSS web site (member login required).
- 5.3 The Center Director, upon recommendation of the IAB and University Member faculty, will authorize the use of membership fees by Project Principal Investigators in support of CROSS activities, consistent with university policies.

### **ARTICLE VI – INDUSTRY ADVISORY BOARD RESPONSIBILITIES**

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- 6.1 Two IAB meetings will be held during the year (spring and fall).
- 6.2 Company Members are expected to:
- (i) attend both semi-annual IAB meetings, in person (barring circumstances out of their control.) Video- or tele-conference participation during project selection procedures is strongly discouraged;
  - (ii) participate in the process of reviewing and selecting research to be funded in a timely fashion; and
  - (iii) vote on issues before IAB in a timely fashion.

A Company Member who fails to attend, participate or vote shall be deemed to have no objections to decisions made at such meetings, no objections to selections resulting from such reviews, and no objections to the outcome of such voting, respectively.

### **ARTICLE VII - REPORTING**

- 7.1 The Center Director shall provide to the Company Members:
- (i) an annual report;
  - (ii) project status for each funded Research and Incubator Project on a semiannual basis;
  - (iii) financial status for CROSS on a semiannual basis; and
  - (iv) quarterly updates that include a summary of any membership changes, administrative alterations, new collaborative opportunities, CROSS curriculum changes, and key research achievements that occurred at the Center during the reporting period. Two of these updates may occur during regularly scheduled IAB meetings and the other two must occur three months after the previous IAB meeting date. These updates will be posted on the members-only section of the Center web site and all Company Members will be notified by email when these updates are posted.
- 7.2 The Principal Investigators shall provide interim reports to the Center Director and to the Company Members as necessary at the completion of major research tasks. These interim reports will be distributed via the CROSS web site and e-mail notification to all Company Members once posted.
- 7.3 All administrative issues, concerns, or conflicts regarding the activities of research and reporting are responsibilities of the Center Director.
- 7.4 An annual report will be prepared and submitted to all Center Members. This report will summarize the year's activities.

### **ARTICLE VIII - MEETINGS**

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- 8.1 The Center Director, University Member faculty, and the IAB Chairperson will establish the schedule of activities and meetings for CROSS as well as the agenda for the semiannual research review meetings. Materials to be presented at an IAB meeting are expected to be posted to the CROSS web site (login required) one week prior to the meeting.
- 8.2 The University Member and Company Members will meet twice a year (spring and fall). The meeting site will be at the University Member site, with specific meeting dates for an IAB meeting determined no later than the conclusion of the previous IAB meeting.
- 8.3 The IAB will meet twice a year to review research results, select projects, review budgets, and discuss the strategic plans for CROSS. A Company Member may send more than one representative to the IAB meetings, but may only vote on CROSS matters according to the number of voting representatives they possess as provided for under Article 4.2 of these Bylaws.

### **ARTICLE IX- RESEARCH & INCUBATOR PROJECT SELECTION PROCEDURE**

- 9.1 A project selection process will be developed and adopted by the members of the IAB in conjunction with the University Member faculty and subject to approval by the Center Director.
- 9.2 Projects will be typically two-three (2–3) years in length and reviewed every six (6) months at the semiannual IAB meetings.
- 9.3 All Company Members may participate in the selection and review of Research and Incubator Projects. The number of votes each Company Member may cast during a particular project selection event is equal to the number of voting representatives that Company Member has as provided for under Article 4.2 of these Bylaws.
- 9.4 Company Members may propose general industry-oriented research topics of interest to their organization. A portfolio of relevant research topics will be compiled based on the interest of the Company Members. These research topics will be posted on the CROSS web site (login required) and will form the basis for cooperative discussions among the University Member faculty and the Company Members. University Member faculty will develop a set of pre-proposals consistent with their goals, the interest of the Company Members, and the mission of CROSS. The pre-proposals will be posted on the CROSS web site one week prior to the IAB meetings.
- 9.5 The IAB may consider new proposals when additional funding is available to support additional projects or when current projects have ended.
- 9.6 Project Principal Investigators will present new research proposals in a session separate from the project review session. Company Members will complete Level of Interest Feedback Evaluation (LIFE) forms at the end of each presentation. The LIFE form consists of a four-item scale measuring the level of interest among Company Members for a specified Research or Incubator Project and includes a “comments” section for open-ended responses.

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- 9.7 LIFE forms shall be completed by each Company Member based on the Company Member's interest in the research.

### **ARTICLE X - PROJECT REVIEW PROCEDURE**

- 10.1 At each semi-annual IAB meeting, Project Principal Investigators will review their research progress to date via short project review presentations and a poster session. Each Company Member is expected to complete LIFE forms after each project presentation.
- 10.2 A closed IAB meeting will be held following the research review sessions during which LIFE feedback will be reviewed. The IAB will discuss each project and provide the appropriate Project Principal Investigators and the Center Director with written recommendations and suggestions to help guide the research.

Criteria for review will include

- Relevancy to IAB interests
  - Schedule
  - Budget
  - Meeting goals and objectives as agreed to by the IAB
- 10.3 Company Members may choose to become "Project Mentors" for projects of particular interest to their organization. These Project Mentors may arrange to meet with Research or Incubator Project Principal Investigators and graduate students at the semi-annual IAB meetings for more in-depth discussions and collaboration on the Research or Incubator Project. At the discretion of the IAB, time may be scheduled into the semi-annual IAB meetings to facilitate these mentoring relationships.
- 10.4 At the conclusion of the annual IAB meeting, the IAB chair in coordination with the Center Director will notify the Project Principal Investigator of the decision on the research. Notification will be in writing.

### **ARTICLE XI - BENEFITS**

- 11.1 Company Members will have rights to CROSS activities portfolio, including Research and Incubator Projects, in accordance with the terms of the Membership Agreement, including these Bylaws.
- 11.2 Company Members will have an opportunity to directly contribute to CROSS research and education programs by serving as industrial mentors and/or thesis committee members as appropriate and consistent with the policies and procedures of the University Member.
- 11.3 Company Members will have an opportunity to propose case study problems, specific research problems, and focus areas for research.



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- 11.4 Company Members will have the opportunity to observe, mentor and interact with some of the most promising young researchers in the field.
- 11.5 Company Members will have an opportunity to host postdoctoral research associates and/or graduate students as industrial interns, subject to terms and conditions of the hosting organization.
- 11.6 Company Members will have an opportunity to vote on the selection of Research and Incubator Projects supported by the membership fees.

### **ARTICLE XII - PROSPECTIVE COMPANY MEMBERS**

- 12.1 From time to time, new companies, corporations, or other industrial organizations may request, or be requested, to join CROSS as a Company Member. These new companies, corporations, or organizations become a Company Member upon (i) signature of the standard Membership Agreement, including acceptance of the Bylaws, and (ii) payment of the annual membership fee, NON-PRORATED. Application of these new membership fees shall be made to existing Research and Incubator Projects unless a new “interim” Research Project is otherwise approved by the Center Director in consultation with the IAB. Continued funding of any “interim” Research Project is subject to IAB review at the next semiannual IAB meeting under the terms of these Bylaws.
- 12.2 In the event a prospective Company Member desires to attend an IAB meeting, the Center Director shall first obtain from the prospective Company Member a signed non-disclosure agreement commonly used by the University Member with terms sufficient to protect CROSS, University Member, and Company Member information disclosed at such meeting consistent with the provisions of these Bylaws.
- 12.3 In the event a prospective Company Member already signed the Membership Agreement but its Membership is not effective until the following January 1 or July 1 (see 3.3), the Center Director shall first obtain from the prospective Company Member a signed non-disclosure agreement commonly used by the University Member with terms sufficient to protect CROSS, University Member, and Company Member information disclosed at such meeting consistent with the provisions of these Bylaws.

### **ARTICLE XIII – INTELLECTUAL PROPERTY**

- 13.1 Intellectual property rights and obligations in the Membership Agreement shall apply in their entirety.
- 13.2 Intellectual property disclosures will be posted on the CROSS web site, and Company Members notified by email.

### **ARTICLE XIV - OUTREACH AND BROADER IMPACTS**

- 14.1 CROSS will maintain a web site for dissemination of information. This web site will contain a public section and members only section. The web site is located at <http://cross.ucsc.edu/>.

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- 14.2 The CROSS web site will contain all documentation produced from CROSS meetings, including presentation materials, reports, manuscripts, and standard forms / formats. This information will only be available to CROSS members. Members only have access to non-public information generated during their membership period.
- 14.3 CROSS will not use in advertising, publicity or other marketing activities any name, trade name, trademark, or other designation of any Company Member without prior written agreement. However, Company Members joining CROSS agree to have their name and logo listed on the CROSS list of members on the web site and other CROSS marketing materials (<http://cross.ucsc.edu/>) unless they request otherwise. This listing may be changed or deleted at any time at the discretion of the Company Member by notifying the Center Director.
- 14.4 The web site will list Toshiba America Electronic Components, SK Hynix Memory Solutions, and Micron Technologies as the Founding Company Members of CROSS.

### **ARTICLE XV — FINANCIAL**

- 15.1 Financial summaries are required of the Center Director at each of the two meetings.
- 15.2 Unspent funds for a project during a particular year can be carried forward to the next year for the same project, or a different project with IAB approval.
- 15.3 Company Members are encouraged to pay membership fees as early as possible to minimize impact on the research.

### **ARTICLE XVI – CONFIDENTIALITY**

- 16.1 Except as provided in this article and the Membership Agreement, all information provided by the Member University to Company Members, including information contained in annual reports, project status updates, and interim reports, whether available via the CROSS web site or distributed to the Company Members via email or otherwise, are non-confidential and each Company Member is free to use and disclose any information contained in such report for any purpose, subject to valid patent rights and copyrights.
- 16.2 Technical information, including technical information contained in any reports, shall be subject to the pre-publication review by the Company Members provided for in the Membership Agreement. Should any Company Member request a delay in publication during such review, or should any Member University request a delay to file for patent protection, the Company Members and University Member shall not disclose such technical information during such delay, which shall not exceed three (3) months from the date such technical information is received. Except for this obligation, each Company Member will be free to use and disclose any technical information it receives from CROSS for any purpose, subject to valid patent rights and copyrights and subject to Member University's reserved right to first publish results of research.

### **ARTICLE XVII - Antitrust Compliance**

## **CROSS: Center for Research in Open Source Software**

It is the intention of CROSS that all Center operations and activities will be in conformance with all applicable antitrust requirements.