



NEXTGEN AIR TRANSPORTATION CONSORTIUM

BYLAWS, Version 1.2

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**NGAT Consortium
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NEXTGEN AIR TRANSPORTATION CONSORTIUM (NGAT)

NORTH CAROLINA STATE UNIVERSITY

BYLAWS

The NextGen Air Transportation Consortium – **NGAT (“CONSORTIUM”)** has been established and is administered by the North Carolina State University (“**UNIVERSITY**”) to discover, develop, evaluate, and disseminate knowledge about modern air transportation technologies and procedures that improve capacity, performance, and safety of the National Airspace System and its users (the “**Activity Area**”) and to promote education and training in the Activity Area. The **CONSORTIUM** facilitates collaboration through providing certain services and access to University facilities and resources.

CONSORTIUM is supported by funds from the State of North Carolina, the United States government, and fees from member companies.

A. ORGANIZATIONAL STRUCTURE

The organizational structure of **CONSORTIUM** consists of an administrative office staffed by **UNIVERSITY** employees and the External Advisory Board (EAB).

The **NGAT** administrative office is headed by a Director and an Administrative Assistant, all of whom are **UNIVERSITY** employees. **NGAT** is also assisted by the Director of Finance and Contracts within the Institute for Transportation, Research and Education (ITRE). The research functions of the **CONSORTIUM** are managed by the Director and are supported by faculty members affiliated with the **CONSORTIUM**.

1. DIRECTOR

The Director of the **CONSORTIUM** is selected by and reports to the Director of ITRE.

The Director works closely with the EAB and **CONSORTIUM** faculty to identify key areas of activity in support of the **CONSORTIUM** mission and to establish short-range and long-range goals in pursuit of the mission. The Director coordinates membership development and **CONSORTIUM** activities with members of the EAB and **UNIVERSITY** staff.

Specific responsibilities of the Director include:

- Coordination of services offered to **MEMBERS** and flight operations and
- Budgeting and administration of **CONSORTIUM** funds

- Interaction with industry participants through EAB and other formal and informal mechanisms
- Interaction with the UNIVERSITY
- Promotion of the mission of the CONSORTIUM
- Recruiting new participants in the CONSORTIUM and informing the EAB of new applicants for regular and/or in-kind membership
- Making the necessary policy decisions with regard to operation of the CONSORTIUM and implementation of CONSORTIUM-related university policies and regulations
- Coordinating the annual report and meetings supportive of the mission of the CONSORTIUM
- Coordinating information services related to CONSORTIUM activities
- Overseeing CONSORTIUM day-to-day operations

The Director has administrative authority in the operation of the CONSORTIUM, including fiscal management, policy decisions, approval of the value of in-kind membership and appointment of the technical and administrative staff. The Director receives recommendations and advice from the EAB.

2. MEMBERSHIP

All industrial companies, not-for-profit agencies, academic institutions, or government organizations (state or federal), which have an interest in the modernization of air transportation technologies and systems are eligible to become MEMBERS of the CONSORTIUM, upon fulfillment of applicable membership obligations. Full and timely compliance with all applicable U.S. and North Carolina laws explicitly condition membership. The UNIVERSITY'S Office of Export Compliance shall review requests for membership by non-US corporations. The EAB will review the membership categories and associated privileges from time to time and advise judicious changes, in accordance with bylaws, when necessary.

The annual period for paying membership dues is identified in the membership agreement based on calendar year (January 1 – December 31), and is the same for all members. Members joining at times other than those outlined in the standard Membership Agreement are required to pay the full amount of annual dues.

MEMBERS

MEMBERS of the CONSORTIUM are eligible to send their representative to attend meetings of the CONSORTIUM where results of the NGAT activities are reported. They receive semi-annual progress reports and an annual report of the CONSORTIUM. Their staff is eligible to attend workshops and training seminars organized by the CONSORTIUM at reduced rates as determined by EAB policies. They are eligible to use the facilities of the CONSORTIUM for their activities, based on availability, and at reduced fees mutually agreed upon by the EAB and the CONSORTIUM administration MEMBERS receive access to various consulting services, design services and hardware provided by the CONSORTIUM. They receive annually 1 day of NGAT Support Services, including range management services at NGAT flight locations or consulting services for program

development. Access to these services is provided upon receipt of the annual dues. MEMBERS delinquent on payment of the dues will not be granted access to NGAT services resources.

3. EXTERNAL ADVISORY BOARD

(a) Each MEMBER is represented on the EAB by one individual (and a designated alternate) and has one (1) vote. The EAB reviews proposed and existing CONSORTIUM programs and recommends alternatives or additions; it also reviews budgets and policies pertaining to any aspect of the CONSORTIUM. In particular the EAB:

- Receives annual reports of the CONSORTIUM
- Reviews and approves operating budgets
- Makes policy recommendations
- Consults on Director selection
- Reviews and approves fee structure, the voting rights and the associated privileges
- Assures proper balance between various services in the CONSORTIUM
- Recommends priorities to the Director via voting on funding decisions
- Attends the semi-annual meetings of the CONSORTIUM and receives progress reports.

(b) The EAB Executive Committee:

- Consists of Director, EAB Chair, and EAB Vice-Chair
- The EAB Chair and EAB Vice-Chair shall serve a 1 year term
- The Vice-Chair will be automatically nominated for the Chair position during annual elections to ensure continuity if/when Chair departs
- Elections shall occur at the Fall Semi-Annual meeting or as required to fill vacancies.

B. POLICIES

1. CONFIDENTIALITY POLICY

(a) Members and CONSORTIUM will limit disclosure of proprietary information to the amount necessary to carry out CONSORTIUM activity. However, in the normal and routine operation of the CONSORTIUM as detailed in the Membership Agreement and these Bylaws, there may be the need for a party to disclose information that is confidential and proprietary to the discloser. All such information shall be disclosed by the disclosing party in writing and designated

as “Confidential” at the time of disclosure, or, if disclosed orally, shall be identified as confidential at the time of disclosure and confirmed in writing as being “Confidential” within thirty (30) days of such disclosure. (“Confidential Information”)

- (b) Subject to Article 3, the CONSORTIUM and Members shall, for a period of three (3) years following the date of such disclosure, use the Confidential Information only for purposes of CONSORTIUM activity and exercise the same degree of care to prevent inadvertent or unauthorized disclosure that it applies to its own trade secrets and/or confidential and proprietary information. However, neither CONSORTIUM nor Member shall be liable for disclosure of such Confidential Information which:
 - i. is, or becomes, available to the public other than by breach of any obligation herein assumed by the recipient; or
 - ii. is furnished to a third party by discloser without restriction of the third party's right to disseminate the Confidential Information; or
 - iii. is disclosed with the discloser’s written permission; or
 - iv. Is already known to the recipient other than from any previous unexpired confidentiality obligation with discloser as evidenced by tangible records; or
 - v. Is independently developed by the recipient as evidenced by tangible records; or
 - vi. Is disclosed to the recipient by a third party having the right to make such disclosure.

- (c) The obligations described in Article 3 (b) above shall continue with respect to any Confidential Information disclosed hereunder for a period of three (3) years from the date of disclosure thereof.

2. EXPORT CONTROL

It is not anticipated that Members will exchange any information, data, software, or materials that are Export Controlled under the Export Administration Regulations (EAR), Title 15, sections 730-774 of the Code of Federal Regulations (CFR) or the International Traffic in Arms Regulations (ITAR), 22 CFR sections 120-130. Member agrees to provide the CONSORTIUM at least ten (10) business days in advance with **written** notice of its intention to deliver any information, data, software, technology or materials that are Export Controlled. Member and CONSORTIUM each agree to take such measures as may be necessary to ensure that any Export Controlled information, data, software or materials provided to CONSORTIUM shall not be exported from the United States or re-exported to any other country without first complying with applicable Export Control laws and regulations.

3. COMMUNICATIONS POLICY

MEMBERS receive a semi-annual report of activity progress. The CONSORTIUM also publishes the NGAT Annual Report in which CONSORTIUM accomplishments, financial status and prospects for the future are reviewed. Reports are distributed at the scheduled meeting.

Two meetings per year of EAB are held. NGAT will host these meetings and will provide food and facility as needed. The meetings deal with technical and administrative topics. The CONSORTIUM hosts one annual meeting for all members at the NC STATE campus, to present an executive summary of the year's accomplishments. Scientific results from the CONSORTIUM are discussed in presentations and demonstrated visually.

4. "PHASE OUT" POLICY

If the focus, performance, or mission of the CONSORTIUM is no longer relevant or appropriate, the CONSORTIUM will be disestablished by the NC STATE Vice Chancellor for Research, Innovation and Economic Development.

Subject to the availability of funds, the "phase-out" period for the research CONSORTIUM will be sufficient to permit an orderly termination or transfer of contractual obligations and will allow ample time to find alternate employment for full-time staff. Normally, the "phase-out" period will be no more than one year after the end of the membership cycle in which the decision is made to discontinue the unit.

C. CONSORTIUM RESEARCH PROGRAMS

There will be no Core research funded with NGAT membership dues. A member interested in funding a certain research project for the CONSORTIUM will be referred by NGAT Director to an appropriate Principal Investigator/department/college at the UNIVERSITY. The Research project will be negotiated under a separate Sponsored Project Agreement with research results not shared with all other members.

D. ADMENDMENT OF BYLAWS

These Bylaws may be amended by a two-thirds vote of EAB voting members present at a meeting of which members were notified at least two (2) weeks in advance. Amendments are not effective until formally approved by NC STATE Vice Chancellor for Research, Innovation and Economic Development

Attachment – Annual Membership Agreement

MEMBER FEE - \$1,000