

CHARTER  
COLD-FORMED STEEL RESEARCH CONSORTIUM (CFSRC)  
8 April 2013

**A. Introduction**

The Cold-Formed Steel Research Consortium (referred to as the Consortium herein) is an entity to allow formal partnership between principal investigators across universities conducting cold-formed steel related research. The Consortium utilizes multi-institutional shared experimental and computational facilities to enable a world-leading suite of research abilities (see Appendix A) that span all aspects of cold-formed steel structural research. For more on the Consortium see the Consortium Strategic Plan.

**B. Governance**

**Host University**

An individual university will serve as the Host University for the Consortium.

*Effective 1 May 2013 the Johns Hopkins University, Department of Civil Engineering, will serve as the Host University.*

**Executive Board**

A Principal Investigator from each Consortium Member University will serve on the Executive Board of the Consortium. Changes to this Charter may be initiated by majority vote of the Executive Board and are formally ratified by the Dean at the Host University.

**Director**

An individual Principal Investigator at the Host University will serve as Director of the Consortium. The Director serves at the pleasure of the Dean (who serves over the Director) at the Host University. The Executive Board nominates (by majority vote) the Director every three years. The Director is responsible for all activities in the Consortium.

*Effective 1 May 2013, the inaugural Director will be Professor Ben Schafer.*

**Advisory Board:**

An Advisory Board will provide guidance to the Consortium on its activities. In particular, the Advisory Board will provide input on the balance of short term and long term research being performed in the Consortium, as well as the balance of incremental versus high-risk research. The Advisory Board will play a

particularly important role in identifying barriers and helping the Consortium develop research programs to remove these barriers.

Composition of the Advisory Board will be determined by the Director, in consultation with the Executive Board. The Advisory Board will develop its own Charter to be ratified by the Executive Board. The Advisory Board will meet at least once a year to assess Consortium activities and provide recommendations.

### **C. Organizational Structure**

The Consortium consists of Principal Investigators at the Member Universities that have agreed to the shared use principles and procedures outlined in this Charter. See Appendix A for a list of Consortium Member Universities and their representatives.

#### **Adding Member Universities to the Consortium:**

The addition of a Member University to the Consortium is initiated by a Principal Investigator interested in joining the Consortium. The PI contacts the Director with their intent. Given the strong shared use ideals described herein, members will be added only if the Executive Board agree by unanimous vote.

Elected Member Universities must complete cross-institutional rate agreements and formally agree to the shared use principles and procedures defined in this Charter. After completing this agreement they are formally part of the Consortium, and a Principal Investigator representative from the Member University joins the Executive Board.

#### **Affiliated Principal Investigators:**

Principal investigators interested in affiliating with the Consortium who are not at a Member University should contact the Director. Individuals will be allowed to affiliate if the Executive Board agrees by majority vote. The term of affiliation shall be for three years, at which time they are eligible for renewal through majority vote of the Executive Board.

Affiliated investigators may denote their affiliation with the Consortium and participate in single proposals with the Consortium. All rates and facility sharing must be negotiated on a per proposal basis. Affiliated investigators will be provided internal communications and planning documents of the Consortium. Affiliated investigators may not serve on the Executive Board.

#### **Leaving the Consortium Members:**

Member Universities wishing to leave the Consortium may do so, but are subject to any contractual obligations made while still a member. Termination should be

initiated by the Principal Investigator or other representative of the Member University.

Principal Investigators who leave a Member University and wish to continue their relationship with the Consortium may request to be changed to an Affiliated Principal Investigator. The Host University and Member University will negotiate the transfer of any funds as appropriate. Member University's may nominate a new Principal Investigator representative and continue in the Consortium, or elect to terminate their membership in the Consortium.

#### **D. Facilities and Shared Use Principles**

It is a basic principle of the Consortium that facilities under the purview of the Principal Investigators at the Member Universities (major examples provided in Appendix A) are, as practical, made available to all members in the Consortium.

In this section the "host PI" refers to the PI that is at the institution which hosts the facility of interest, while the "remote PI" is the investigator at another institution in the consortium utilizing the facility. In addition, "host students" and "host staff" as well as "remote students" and "remote staff" are addressed in the following.

##### **Facility Use Rates**

All host PIs must establish rates for the use of their facilities. These rates may be updated annually. The rates should reflect use by the Consortium and are intended for cost recovery of the functioning of the laboratory.

Each host facility must set aside 24 hours a year of facility use and 8 technician hours, at the cost of the host institution, for remote PIs - to encourage remote PIs and their students to use and explore all the facilities in the Consortium regardless of funding. This is also intended to allow exploratory research by the remote PIs in the same manner that host PIs utilize their own host facilities.

Beyond 24 hours subcontract funding must be provided from Consortium awards or remote PI awards to the host PI. The host PI is responsible for working with the remote PI to schedule use of the facility as well as provide coordination with host students and staff as needed. The host PI is also expected to provide space and formal status for remote students as needed.

##### **Visiting (Remote) Students:**

All consortium member universities agree to provide formal "visiting student" status for any students in the consortium that are physically performing research at a member university that is not their home university. This "visiting student"

status is provided at no cost to the Consortium, Principal Investigators, or the students.

### **Experimental Facilities**

These facilities are physical laboratories (or portions thereof) under the direction of a Principal Investigator in the Consortium. Experimental facilities include major equipment necessary for performing testing on cold-formed steel components and structures. A partial list of experimental facilities in the Consortium is provided in Appendix A.

### **Computational Facilities**

These facilities comprise any shared computing of the Consortium (not individual researcher computing.) A shared computing platform will be pursued for Consortium users performing nonlinear structural analysis and other computing-based cold-formed steel related research. A partial list of computational facilities in the Consortium is provided in Appendix A.

## **E. Proposals, Grants and Contracts**

The Consortium, consistent with its mission and vision as embodied in its annual strategic planning process and related implementation, will aggressively pursue funding for cold-formed steel related research.

### **Proposal Preparation**

The Consortium will develop an annual plan for proposal preparation and submission as part of its strategic planning process. The Consortium will provide materials (e.g., Facilities descriptions, existing Intellectual Property agreements, rate agreements etc.) to aid in proposal preparation. It is the expectation of the Consortium that all Principal Investigators will support one another in preparation of proposals.

### **Proposals to Public (Federal, State, etc.) Funding**

It is the expectation of the Consortium that proposals for public funding and related grants and contracts will typically be routed through the home institution of the PI. The Consortium will provide documents (rate agreements, budget templates, supporting letters etc.) and language (facilities, etc.) appropriate for proposals utilizing the Consortium arrangement.

The home institution for the proposal (i.e. where the submitting Principal Investigator resides) will use their standard practices regarding Direct and Indirect expenditures to the sponsor.

Each member university will provide to the Consortium (a) a copy of all proposals submitted and award notices received that involve the Consortium, and (b) a brief annual report of proposals, awards, and expenditures related to the Consortium.

#### **Proposals to Private (Industry and Associations) Funding**

It is the expectation of the Consortium that proposals for private funding and related grants and contracts will typically be routed through the Host University of the Consortium. This provides private sources (industry) with a single entity to negotiate with, and leverages the combination of industry and association affiliate funding with contractual funds to maximize research conducted. Tasks will be subcontracted to member universities based on the proposed work.

#### **Subcontracts within the Consortium**

A master agreement between the Host University and each Member University will be created for handling all subcontracts within the Consortium. Agreements with member universities should address the manner in which the administrative costs will be recovered for subcontracts.

#### **Indirect Cost Return at Host University**

To support the activities of the Consortium the Host University agrees to provide indirect cost recovery to the Consortium for its operation. This arrangement is predicated by an annual financial statement, and business plan, provided by the Consortium to the Host University.

*Effective 1 May 2013 the indirect cost recovery rate will be 20% for Consortium grants and contracts subject to indirect costs.*

#### **F. Industry and Association Affiliates**

Industry and association members will be solicited to affiliate with the Consortium. Affiliation with the Consortium will provide preferential access to the Principal Investigators, students, and facilities of the Consortium. A representative of the industry or association will be offered a seat on the Advisory Board. The Advisory Board is involved in the annual strategic planning and research planning process of the Consortium.

Membership rates for industry and association affiliation will be set by the Executive Board. It is the expectation of the Consortium that all industry funds are submitted to the Host University. The Executive Board, in consultation with the Advisory Board, will direct the dissemination of the funds to the Principal Investigators. The Host University will supply an annual financial statement to the Executive Board and Advisory Board.

It is the intent of the Consortium that the focus of funding from industry affiliations is used to grow cold-formed steel related research in general, and perform cold-formed steel related research in particular.

### **G. Intellectual Property**

The Members are and will at all times remain the owners of their respective intellectual property, proprietary information, intellectual property rights and know-how that they bring to this Consortium. Foreground intellectual property will be owned by the sole Member who developed the intellectual property or by Members if the intellectual property is developed jointly.

It is expected that separate intellectual property agreements will be put in place between the Member Universities as necessary. It is expected that intellectual property agreements will also be put in place between the Consortium and Industry or Associations such that individual agreements are not required for each Consortium proposal.

### **H. Publications**

Members shall have the right to publish and disseminate information derived from the Consortium projects, but not including the "Confidential Information" of any member.

Members shall have the right to publish and disseminate information derived from Consortium projects, including those derived directly from private funding. However, stipulations and procedures regarding publication of research sponsored by private funding will be handled on a per contract basis.

### **I. Export Controls**

It is understood that Members in this Consortium are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including, but not limited to, the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and that their obligations hereunder are contingent upon compliance with such laws and regulations. Members agree to comply with any and all such export control laws and regulations, as well as any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls, in the performance of Consortium projects.

## **J. Liability & Insurance**

Members disclaim any liability for consequential, indirect, or special damages. No member shall be liable to another member for any property belonging to the latter that has been consumed, damaged, or destroyed unless it is due to the negligence or misconduct of the former member or an employee or agent of the same.

The members are bound to each other by duties of good faith and reasonable efforts in achieving the goals of this Charter. Joint and severable liability shall not attach to the members.

## **K. Indemnification**


Each member shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

## **L. Termination**

Should this Charter reach its useful life it shall be terminated. Termination may be initiated by the Executive Board and is completed with the concurrence of the Dean of the Host University.

This Charter agreed to on 1 May 2013

Dean Nicholas P. Jones  
Whiting School of Engineering  
Johns Hopkins University



---

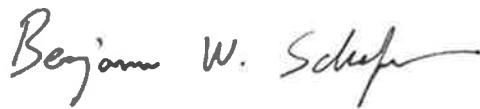
signature

10 April, 2013

---

date

Professor Benjamin W. Schafer  
Director - Cold-Formed Steel Research Consortium  
Johns Hopkins University



---

signature

8 April 2013

---

date