

Science and Industry Working Together for Sustainable Fisheries

Bylaws of the Science Center for Marine Fisheries (SCEMFIS)

June 25, 2013

Amended October, 2015

Amended October, 2016

Amended April, 2017

Amended April, 2019

Amended April 2020

Amended May 2023

Amended April 2024

Amended March 2026

Article 1 – Introduction

1. The following Bylaws will be used to govern the Science Center for Marine Fisheries (SCEMFIS), an Industry/University Cooperative Research Center (I/UCRC) funded in part by the National Science Foundation (NSF).
2. The Center is a university consortium comprised of the Gulf Coast Research Laboratory at the University of Southern Mississippi and the Virginia Institute of Marine Sciences at the College of William and Mary.
3. These Bylaws form a part of the Membership Agreement with Member Institutions. If any inconsistencies exist between the Bylaws and the Membership Agreement, the terms and conditions outlined in the Membership Agreement take precedence over the Bylaws.

Article 2 – Purpose

2-i – Vision Statement

SCEMFIS will provide academic research products essential for the sustainable management of shellfish and finfish resources. SCEMFIS seeks to simultaneously achieve the goals of sustainable fish and shellfish stocks and sustainable fish and shellfish fisheries. A multi-decadal evolution in fisheries management in the U.S. has formalized the criteria for sustainability and developed sophisticated modeling tools to achieve this goal; but success is limited by insufficient information on the finfish and shellfish stocks and fisheries and insufficient development of numerical applications to surmount the modeling challenges posed by these sustainability goals. Rapid climate change continues to expose the limitations of present-day data resources and assessment, exacerbating the gap between data resource availability and data resource needs. Increasingly complex management requirements continue to reveal limitations in data resources, data analysis, and model construction, thereby limiting the attainment of maximum sustainable yield. The attainment of the dual goals of sustainable fish stocks and sustainable fishing industries requires a dual focus on (a) the assessment process that determines the status of the stock and (b) the regulatory process that provides the vehicle by which the fishery is managed to optimize stock status while supporting a robust industry. Achieving sustainable fish and shellfish fisheries also involves supporting new product development opportunities responsive to fishery needs in a dynamic global environment. SCEMFIS' capabilities encompass the range of oceanographic, fisheries, marine biological, and food science disciplines essential for addressing the data resource and analytical challenges faced by modern-day fisheries.

2-ii –Mission Statement

SCEMFIS utilizes academic, recreational and commercial fishery resources to address urgent and emerging scientific problems that could limit sustainable fisheries. SCEMFIS provides academic research products with a goal of enhancing efficient management of shellfish and finfish resources. SCEMFIS provides scientific research products essential in enhancing awareness of the health benefits of sustainable seafood as well as increasing opportunities for valued growth within seafood business sectors.

2-iii –Research Focus

The science agenda of SCEMFIS includes the development of essential biological data on fish stocks, including fecundity, age structure, and sources of mortality; support for cooperative surveys and survey augmentation needs; improved models of sampling design, population

dynamics, habitat, and fishery performance; evaluation of geographic and depth variations in stock structure and how these relate to the genetics, physiology and sexual dimorphism of species; improved approaches to fishing to limit discard reduction through gear innovation, but also through modifications in fleet deployment consistent with oceanographic processes; development of improved sustainability criteria and evaluation of sustainability; improved assessment model formulations to better integrate available data; and refined approaches to establishing biological reference points; and product development needs consistent with a changing natural and business environment.

Article 3 – Membership

3.i –Universities

University membership in SCEMFIS requires the member university to enter into the University Memorandum of Understanding. There are two university membership categories, Administrative and Collaborating.

3.i.a –Administrative Members

The Administrative Members are those universities that have been designated by NSF as SCEMFIS I/UCRC sites and have signed the University Memorandum of Understanding (or MOU).

3.i.b –Collaborating Members

Collaborating Members of SCEMFIS are those universities that have not been designated by NSF as SCEMFIS I/UCRC sites, but have signed the University Memorandum of Understanding.

3.i.c –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 two-thirds of the IAB and unanimous approval of the administrative members.

3.ii– Industries and Organizations

Industry/organization membership in SCEMFIS is through an Industry Membership Agreement between each member and one of the Site universities. For organizations, the Center Dissemination Agreement must also be signed.

3.ii.a –Full Membership

Full members pay the full annual membership fee of \$31,250 or \$62,500 in accordance with the Industry Membership Agreement, have one vote per \$31,250 membership fee for any decisions made by the IAB, and have the rights and responsibilities specified in the Membership Agreement and in these Bylaws. In no event shall any member have more than 2 votes.

3.ii.b – Associate Membership

Associate members pay one-half of a full annual membership fee of \$31,250, or \$15,625, in accordance with the Industry Membership Agreement, have one-half vote for any decisions made by the IAB, and have the rights and responsibilities specified in the Membership Agreement and in these Bylaws. The Associate member level is available for a maximum of one year for any five-year period.

3.ii.c –Non-voting Membership

The Industry Advisory Board may include non-voting members whose participation in the process is desired, as indicated by at least two-thirds of the voting members of the IAB, but who represent organizations that have not signed the Membership Agreement.

3.ii.d - Conflict of Interest

A Conflict of Interest exists and a member is disqualified accordingly if :

3.ii.d.1 - a researcher involved in the Center is the founder, president, key officer, or majority shareholder in the member company/organization

3.ii.d.2 - the member company/organization is in any way financially affiliated with any of the universities that are part of the Center.

Article 4 - Organization and Management

4.i –Lead University

The official administrative headquarters for SCEMFIS resides at the Gulf Coast Research Laboratory, University of Southern Mississippi.

4.ii– Director

The Center Director holds an appointment at the Gulf Coast Research Laboratory, University of Southern Mississippi. The Center Director is appointed by the NSF. The Center Director is the primary decision-maker for the Center and shall have responsibility and authority for all aspects of Center's operation and performance. The Center Director will be responsible for all Center activities and will report directly to the Industrial Advisory Board. The Center Director will be advised by the Industry Advisory Board Chair and serves as a non-voting, ex-officio member of the Industry Advisory Board.

4.iii –Site Director

Each SCEMFIS member university must appoint a local Site Director for that university. A Site Director is appointed by an appropriate academic administrator at the member university, with the concurrence of the SCEMFIS Director. The Director may serve as the Site Director at the Lead University. The Site Director will organize and manage all activities at the university research site such as managing project research staff, leading research projects, recruiting new members, monitoring financial performance, preparing reports, publishing research results, etc.

4.iv– Industry Advisory Board (IAB)

4.iv.a Composition and Duties

The Industry Advisory Board shall comprise up to two voting representatives per paid full membership (one voting representative per \$31,250 paid full membership fee and one-half vote per associate membership fee). The IAB shall meet at least twice per year. All Industry Members will participate through the Industry Advisory Board in the strategic planning of the Center. The Industry Advisory Board will assist the Center Director and Site Directors in identifying new members, establish funding priorities for the Center, approve all funding for Center research projects, review the research and

educational accomplishments of the Center, and recommend restructuring and/or redirecting of on-going programs to meet Industry Members' needs and concerns. The Industry Advisory Board will assign at least one IAB member as a Industry liaison to each funded research project.

4.iv.b –Officers

The Industry Advisory Board is led by an elected Industry Advisory Board Chair and Vice-Chair. The Industrial Advisory Board will select an Industry Advisory Board Chair for a two-year term at the inaugural Industry Advisory Board meeting and every two years thereafter. The officers are nominated by the last two IAB Chairs and the Director, or by nominations from the floor. The Chair sets the agenda and conducts the business meetings of the IAB, acts as a spokesperson for the IAB, and represents SCEMFIS 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. The Industry Advisory Board Chair and Center Director work together as needed to manage Center activities.

4.iv.c –Quorum

At all meetings of the Industry Advisory Board, two-thirds of the Industry Advisory Board will constitute a quorum for the transaction of business. The act by two-thirds vote of the Industry Advisory Board at any meeting at which there is a quorum will be the act of the Industry Advisory Board. If a quorum is not present at any meeting, the present representatives may adjourn the meeting to another place, time or date, without notice other than announcement at the meeting, until a quorum is present.

4.iv.d –Representative

Each IAB member designates one Representative per half voting share who serves as the lead contact between SCEMFIS and the member company/organization. One Representative may carry both multiple voting shares of a full membership.

4.iv.e –Proxies

The Representative is expected to be that member's primary agent at IAB meetings. In the event that the Representative is unable to attend, the Representative (or an official of the member organization) may designate by written proxy to the Chair and Director another individual to serve as the agent. The proxy must be provided to the Chair, Director, and all other IAB members in advance of the first meeting attended. If so stated, proxies may remain in force until rescinded by the member. The designated individual may be from the member organization, from another IAB member, or the Director.

Article 5 – Administration

- (a) The Industry Advisory Board, Center Director, and Site Directors will work together on strategic plans for the Center and on recruiting new members.
- (b) The Industry Advisory Board shall hold Center Board Meetings at least biannually.
- (c) Each member university is required to have representation at every IAB meeting
- (d) The Center Director, in cooperation with the Site Directors, will submit an annual operating and research budget to the Industry Advisory Board for review and recommendations. This

budget will be available for review prior to the first biannual Center Board Meeting each year.

- (e) The Center Director, in cooperation with the Site Directors, will submit at each Board meeting a financial statement reflecting all revenues received and expenditures made during the interim period since the previous meeting
- (f) The Industry Advisory Board and the Center Director will authorize the use of membership fees by Project Principal Investigators designated by the Board in support of Center research.
- (g) Duties of the Chair and Vice Chair.
 - i. The Industry Advisory Board Chair and Center Director work together as needed to manage Center activities.
 - ii. The Chair, Center Director, and Site Directors establish the schedule of meetings for the Center, as well as the agenda for the biannual IAB Meetings.
 - iii. The Chair conducts the business meetings of the IAB.
 - iv. The Chair may request that any visitors or other party not identified in Section 6c will sign a non-disclosure agreement in order to remain in attendance at any IAB meeting or conference call.
 - v. As determined by the Chair in consultation with the Director, the IAB may meet between biannual meetings via conference call to vote on pressing issues that cannot wait until the next IAB meeting.
 - vi. The Chair acts as a spokesperson for the IAB and represents SCMFIS outside of the organization when appropriate.
 - vii. Project reporting will be done for each Industry Advisory Board meeting and on the quarters by written report or, if requested by the Chair, by conference call.
 - viii. The Vice Chair works at the Chair's direction and serves as the Chair in the Chair's absence. Should the Chair resign, the Vice Chair becomes Chair until the next regularly scheduled election.
- (h) The quorum rules in Section 4.iv.c shall also hold for conference calls.

Article 6– Meetings

- (a) The Center Director, Site Directors, and the Industry Advisory Board Chair will establish the schedule of activities and meetings for the Center, as well as the agenda for the biannual Board Meetings.
- (b) The Industry Advisory Board will meet at least twice a year to review research results, select projects for funding, review budgets, and discuss the strategic plans for the Center. An Industry Member may send more than one Representative to the Industry Advisory Board Meetings, but may only have one voting Representative per paid \$31,250 paid membership fee.
- (c) Center Board Meetings will be closed to the public, unless opened by the Industry Advisory Board. Attendance is limited to faculty, staff, and students affiliated with Center projects, representatives of the Industry Advisory Board, and the Center Evaluator and other NSF personnel.
- (d) Any visitors or other party not identified in Section 6c will, upon the request of the Chair, sign a non-disclosure agreement in order to remain in attendance.

Article 7 – Financials

7.i –Membership Fees

7.i.a –Payment Schedule

Twice a year (biannual) payments will be permitted. The first payment must be made before or at the spring meeting of the Industry Advisory Board.

7.i.b –Failure to Pay

Delinquent membership fees will result in withdrawal of voting privileges at the Industry Advisory Board meeting for that Industry member.

7.i.c –Process of Payment

Membership fees shall be paid in cash or check to the Center account held by the Lead University.

7.ii –In-kind Payment Policy

In-kind payment of part or all of a membership fee is permitted, if permitted by NSF guidelines and given prior approval by a two-thirds vote of the Industry Advisory Board.

7.iii –Additional Membership Funds

- (a) To provide flexibility to respond to member needs, SCMFIS members may pay membership fees in addition to their primary membership. The funds will be sent to the Lead University following the same procedure as with primary membership funds.
- (b) The Director and IAB will authorize the use of additional membership funds.
- (c) Votes are allocated 12.5 for a \$15,625 associate membership fee, 25 for a \$31,250 membership fee, and 50 for a \$62,500 membership fee. Members do not receive additional votes on the IAB when they provide membership funds exceeding \$62,500.

7.iv –Records

The Lead University maintains the financial records for SCMFIS. The Director has the overall responsibility for ensuring that the financial records are maintained in accordance with the Lead University's accounting and auditing policies and practices.

7.v – Administrative Support Under Phase III

The Industry Advisory Board shall provide 50% of administrative costs for SCMFIS during Phase III operations. The total provided per site shall be \$37,419 (including 10% indirect costs).

7.vi – Abandoned Membership Funds

Any funds left unspent by a member withdrawing from SCMFIS shall be allocated equivalently to USM and VIMS to cover a portion of the administrative costs supported by the Industry Advisory Board under Phase III (Section 7.v).

Article 8 – Research Project Selection Procedures

- (a) Selection and funding of research projects will normally take place at formal meetings of the IAB. However, research projects may be approved and funded between formal meetings if (1) two-thirds of the members are present by conference call or in person and (2) the participating

members unanimously support the decision.

- (b) All proposals submitted for consideration must be presented as a 15-min presentation by the principal investigator or academic proxy, in person at all formal meetings or by phone or webinar if meeting by conference call.
- (c) The Center Director and the Industrial Advisory Board will jointly approve projects in support of the Center mission.
- (d) The IAB will attempt to fund projects by consensus; however, in the event that consensus cannot be reached, votes to indicate research project interest among IAB members will be allocated based on membership. A full member will receive 25 votes per \$31,250 membership fee that may be divided between two Representatives. An associate member will receive 12.5 votes.
- (e) For the purposes of voting, votes of the Chair and Vice-Chair shall carry no more weight than any other IAB member of equivalent membership status.
- (f) Notwithstanding the outcome of voting to indicate research project interest, the IAB may reallocate funding between fisheries represented by IAB members to distribute funds consistent with IAB member contributions.
- (g) The Industry Advisory Board will assign at least one Member liaison to each project.

Article 9 – Publicity

- (a) External messaging, including press releases, shall be released only upon approval by the Center and Site Directors and the Industry Advisory Board, or subset as determined by the IAB.
- (b) Notwithstanding the foregoing, the parties may satisfy any reporting requirements of their respective organizations. Industry Advisory Board Members shall take no action that states or implies or allows another to infer that an Academic Member has approved or endorsed an Industry Advisory Board Member's products or services.
- (c) The Center Director shall post the descriptions of all Center research projects on the Center web site. The descriptions shall not contain confidential or proprietary information and may be published freely.

Article 10 – Reports

10.i – Reporting Requirements

- (a) The Center Director shall provide a biannual report to the Industry Members and to the National Science Foundation.
- (b) The Site Directors and Project Principal Investigators shall provide interim reports to the Center Director as necessary at the completion of major research tasks or as set-forth in the sponsored research agreement.
- (c) All administrative issues, concerns or conflicts regarding the activities of research and reporting are the responsibility of the Center Director.

10.ii– Interim Reports

The IAB will be updated on project status quarterly. Project reporting will be done for each Industry Advisory Board meeting and on the quarters in person by the PI or academic proxy or, if

approved by the Chair, by conference call. In addition, each on-going project will present a 15-min status report at each IAB meeting to facilitate discussion with and review by industry members. The format for reporting should be a Powerpoint or equivalent concise update.

10.iii–Project Evaluation

Projects will be evaluated at each Industry Advisory Board meeting. The final project evaluation will occur when the final report is prepared and disseminated.

10.iv– Closing Out a Project

The project report due date is the IAB meeting following the project termination date. Review and comment by industry members, and any resulting edits of the final report, will be completed within 60 days past the due date.

10.v– Failure to Provide Final Report On Time

A researcher may not be a member of a proposed research team if that researcher has not completed his/her contribution to a late report, as attested to by the project leader. Completed contributions by the project leader must be attested to by the Director. If at any time it is determined that the contribution is not in fact sufficient, then the Director may deem the research report contribution by that researcher as being late as of the due date of the final report.

In addition, the Director may withhold funds from project participants whose final project reports are late by four months or more. Even if a new project has been approved, if a member of the new project's research team is a member of a team whose report is late by four or more months, that team member may not be allowed funds until the overdue report is completed.

Article 11 – Publications

- (a) Subject to Academic Members' publication policies, faculty engaged in Center research reserve the right to publish in scientific or engineering journals the results of any research performed by the Center. The Industry Advisory Board Members, however, shall have the opportunity to review any paper 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 sixty (60) days from the date of submission to the Director and Board, providing that the Industry Member make a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail to the Director and Chair of the Industry Advisory Board.
- (b) Any confidential information provided by an Industry Member to a Project Principal Investigator or other members of the Center shall be provided under the protection of an independent confidentiality agreement between the Industry Member and the appropriate university.
- (c) Interim reports, after presentation to the Industry Advisory Board as described in 10.ii, may be released prior to completion of final project products, provided that no objections to the release are made by any Industry Advisory Board Member. The Project Liaison must also secure from the Project Principal Investigator approval for release of the interim report and confirmation of the format to be released.
- (d) All final SCEMFIS project products (reports, published papers, but not confidential work products) will be made publicly accessible via the SCEMFIS website.

- (e) All final SCEMFIS products (reports, published papers) will acknowledge SCEMFIS. The text for acknowledgement should read:

If the work is a SCEMFIS project: "This [paper, report, presentation, etc.] is an account of work sponsored by the Science Center for Marine Fisheries (SCEMFIS)."

If the work is sponsored by an outside agency through SCEMFIS: "This [paper, report, presentation, etc.] is an account of work coordinated by the Science Center for Marine Fisheries (SCEMFIS) on behalf of [funding agent]."

Article 12 – New Academic and Industrial Members

12.i –Academic Process

New universities or colleges may request membership into the Center. Each new university requesting membership shall initially obtain concurrence from the Center Director, Site Directors, and the I/UCRC Program Manager at the National Science Foundation prior to submitting a "Letter of Intent" to join the Center. Universities requesting membership must demonstrate their ability to perform synergistic research within the focused research areas of the Center and their willingness to work within the structure, policies and procedures of the Center. Upon concurrence by the Center and Site Directors and the Industry Advisory Board, the new university requesting membership may continue application per the applicable procedures of the prevailing National Science Foundation I/UCRC program solicitation.

12.ii –Minimum Requirements for Academic Membership

The minimum requirements for new university members are:

- (a) Agreement to sign the University Memorandum of Agreement;
- (b) Agreement to abide by the bylaws of the Center
- (c) Demonstration of broad industry support for membership by meeting NSF requirements for membership and financial support.

12.iii –Industry Process

New companies, trade organizations, federal research and development organizations, or government- owned laboratories may request, or be requested, to join the Center as a Full Industry Member. These new organizations may join the Center upon approval of the Industry Advisory Board and Center Director, signature of the applicable Membership Agreement, acceptance of the current Bylaws, and payment of the non-prorated annual membership fee.

Article 13 - Changes to the Bylaws and the Industrial Membership Agreement

The Bylaws may be amended as necessary to accomplish the objectives of SCEMFIS. Proposed changes must be approved by the Industrial Advisory Board and by affirmative vote of all Center Site Directors.

Approval of a bylaw change by the IAB requires a quorum (as specified in Article 4.iv.c-Quorum) and approval by at least two-thirds (2/3) of the voting IAB members present (in person or by proxy).

Article 14 – Antitrust Policy

The Science Center for Marine Fisheries fosters collaborative research that addresses significant

measurement science challenges of mutual interest to its members. The SCEMFIS includes members that may be competitors as well as suppliers and customers. It is the intention of SCEMFIS to operate in strict compliance with antitrust laws. No SCEMFIS discussions or projects are intended to result in an agreement on price, exclusion of suppliers from any market, or to otherwise restrain competition.