



ELECTRO-OPTICS ALLIANCE

CHARTER

ARTICLE I -- NAME AND PURPOSE

Sec. 1: The name of this organization shall be the Electro-Optics Alliance (Alliance).

Sec. 2: The purpose of this organization shall be to advance Department of Defense critical electro-optics Manufacturing Science and Technology (MS&T) and to promote U.S. preeminence in all areas of electro-optics. Toward that end, the Alliance is designed to facilitate formation of dynamic, geographically distributed teams comprised of the Alliance members from Government, Industry and/or Academia best qualified to address specific issues and opportunities. The Alliance is committed to advancing the commercial viability of electro-optics technologies and promoting technology transfer to industry, as well as wide dissemination of new electro-optics related information. This organization shall fulfill its mission and serve its members by guiding and facilitating efforts to:

- 1) create an electro-optics support infrastructure that promotes innovative strategic relationships among industrial, university, and government research center Alliance members;
- 2) disseminate R&D results and to expand the electro-optics knowledge and technology bases;
- 3) establish a national training, education, and technology transfer network to support the growth of electro-optics industries;
- 4) enhance electro-optics technology transfer from research centers and universities to industry for the benefit of the nation, and stimulate industry feedback to researchers and educators and;
- 5) influence national strategic industrial planning in electro-optics R&D and commercialization.

Sec. 3: The Alliance shall not constitute or create a partnership, joint venture, pooling arrangement or any other formal business organization of any kind, or legal entity, and the rights and obligations of the members shall be only those expressly set forth herein. No member shall have the authority to bind any other member or the Alliance except to the extent authorized in this Charter. Each member shall bear sole responsibility for its own actions in furtherance of the Alliance.

Sec. 4: Only the Alliance Board, with the majority consent of the Board can amend The Alliance Charter. Any member may propose a change in the Charter by petition to the Alliance Director. The Alliance Director shall submit in writing the proposed

amendment or change to each representative of the Board at least thirty (30) days prior to the next meeting.

ARTICLE II -- MEMBERSHIP

Sec. 1: Only U.S. Persons (as defined in International Traffic in Arms Regulation 120.15) are eligible for membership. This may include U.S. universities, U.S. non-profit organizations, or U.S. companies. U.S. Government affiliates are also welcomed, although will not be accorded voting status. Multiple memberships from the same company are eligible in the case of large stand-alone divisions within large companies.

Sec. 2: Interested organizations shall apply to become members of the Alliance by completion of the Membership Application attached hereto as Appendix A, and forwarding the application to the Alliance Director. The Board shall review the application in accordance with this Charter and authorize the Alliance Director to acknowledge membership on behalf of the Alliance. In reviewing the Membership Application, Board may require that the Membership Applicant provide additional documentation, as the Board may deem necessary, to support the review of the application.

Sec. 2a: Upon written notification of acceptance by the Alliance, the member(s) shall immediately exercise all rights, privileges and responsibilities of membership. All Alliance members will be of equal status and standing in the Alliance, with the exception of Government Affiliates who will carry no voting rights. Any change in a member's designated point of contact on the EOA Membership Application shall be made in writing to the Alliance Director.

Sec. 2b: A member may terminate membership from the Alliance by formally notifying the Alliance Director in writing. The Alliance Board is authorized to terminate any membership by majority vote, via written notification from the Alliance Director to the terminated member.

ARTICLE III -- ORGANIZATION and OFFICERS

Sec. 1: The Alliance shall be governed by a Board and managed by a Director and a Deputy Director. The primary responsibility of the Alliance Board shall be decision-making and oversight of the activities of the Alliance. In fulfilling this obligation, the Alliance Board shall establish an overall operating plan for the Alliance consistent with the mission stated herein. The Alliance Board will be assisted by such committees and subcommittees as may be appropriate and approved by a majority vote of the Alliance Board.

Sec. 2: The Alliance Board shall be comprised of a maximum of ten (10) members elected from and by the membership at large, and a senior representative from the

Electro-Optics Center (EOC) who will be a permanent voting member. No member company, including those companies with multiple divisions as Alliance members, shall be permitted more than one elected member on the Alliance Board. Each member of the Alliance Board shall have one (1) vote.

Sec. 2a: The initial Ten (10) Alliance Board Members will be elected at the first annual general membership meeting or via mail-in ballot. Of the initial ten (10) elected Board members, five (5) will serve a one-year term and five (5) will serve a two-year term.

Sec. 2b: The Alliance Board shall then elect an Alliance Director and Deputy Director from the sitting members of the Board. The Alliance Director and Deputy Director will serve in their respective capacities for a one-year term. If the Alliance Director or Deputy Director is unable to finish his/her term, the Board members will elect a new Alliance Director or Deputy Director from the sitting members of the Board.

Sec. 2c. At the next and subsequent Annual membership meetings, five (5) new Board members will be elected to serve a two-year term. The Deputy Director will assume the role of Alliance Director for the ensuing twelve (12) month period, and Board will elect a new Deputy Director from the incoming five Board members. This rolling annual cycle will be repeated in subsequent years to ensure strong Alliance Board continuity.

Sec. 3: The Alliance Director shall be the chief representative of the Alliance and shall be responsible for the administration of its affairs, including implementing the decisions of the Board and overseeing the daily operations of the Alliance. He or she shall represent the Alliance in situations where a single representative of the Alliance is appropriate. The Alliance Deputy Director shall be authorized to act on behalf of the Alliance Director in his/her absence. The Alliance Director will establish and maintain computerized and other necessary communication systems among all Alliance members.

ARTICLE IV -- MEETINGS

Sec. 1: The Alliance Board will meet twice a year at a time and location determined by the Alliance Director.

Sec. 1a: The Alliance Director shall preside over Board meetings, and with the advice and consent of the Board, shall set the time, place and agenda.

Sec. 1b: The Deputy Director shall serve as Secretary to the Board. Duties of the Secretary shall include oversight for the recording and distribution of the minutes, and notifications to the membership at large, with assistance from EOC personnel.

Sec. 1c: A minimum of seven (7) Alliance Board members shall constitute a quorum for the purpose of conducting business at a duly called regular Board meeting. In cases where it is impractical to hold a regular Alliance Board meeting, the Alliance Director may poll the Board by other means.

Sec. 1d: All decisions for and on behalf of the Alliance shall be by a majority vote of those present in a Board meeting, providing those present represent a quorum. Except for election of the Alliance Director and Deputy director, all votes shall be open ballot unless a majority of the Board prefers a closed ballot.

Sec. 1e: Each Alliance Board member shall designate, by notifying the Alliance Director in writing, a qualified alternate to attend and participate in Board Meetings in his/her absence. Alliance Board Member designates shall have the right to vote on behalf of their respective Board Member. Once an Alliance Board meeting has been scheduled, each Alliance Board member shall notify the Alliance Director as far in advance as possible as to who will be attending as the representative from his/her organization.

Sec. 2: An Annual meeting of the general membership will be held concurrently with the first Alliance Board meeting in the year following the adoption of this Charter.

Sec. 2a: For votes by the general membership, each member shall be entitled to one vote which shall be cast by its designated point of contact. Votes by the general membership may be open or closed, as determined by the Alliance Board. A majority of the Alliance membership is required for approval of all issues brought before the membership at large.

Sec. 2b: Absentee ballots shall be obtained for missing votes. If members cannot be reached and the missing votes(s) are not critical to the majority count, the vote shall stand. If the missing vote(s) are critical, the Board shall determine reasonable efforts for the Alliance Director to obtain the missing vote(s), after which the count of the votes cast will stand as the decision.

Sec. 3: The Alliance Director shall arrange for all technical meetings and conferences at times and places approved by the Board.

ARTICLE V -- FISCAL CONSIDERATIONS

Sec. 1: No Alliance membership fees or dues are required to be paid. The Board, however, reserves the right to require dues, as it deems necessary, in order to sustain basic administrative functions and/or to provide additional Alliance services.

Sec. 2: The salaries and expenses of Alliance member representatives and members of the Alliance Board shall be the responsibility of their respective organizations.

Sec. 3: Any contractual relationship entered into among Alliance members shall be solely the responsibility of those members, and the Alliance shall expressly have no performance or fiscal obligation.

ARTICLE VI -- PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS

Sec. 1: Only the Alliance Director, with the majority approval of the Board, has the authority to prepare Alliance press releases, promotional materials or other Alliance literature for public dissemination. Membership lists will be released only to Alliance members unless otherwise authorized by the Alliance Board. The EOC is authorized to make available the complete membership list, along with links to the company's respective websites, for EOA members on the EOC's Website under the EOA's portal.

Sec. 2: The preparation, publication, and ownership of research results, and the sharing of proprietary information associated with a separate contractual agreement among Alliance members shall remain the sole right and responsibility of those members who are party to that contractual agreement.

ARTICLE VII - - ASSIGNMENT

Alliance Membership shall not be assignable without the prior written consent of the Alliance Board, which consent shall not be unreasonably withheld.