

THE IRODS CONSORTIUM

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BY LAWS

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## 1 TERMINOLOGY

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iRODS – integrated Rules Oriented-Data System

iRODS-based data grid – any data grid implementation that is based on the iRODS technology and interoperable with iRODS protocols for authentication, transport, rule language, server interaction, and client access.

UNC-Chapel Hill – University of North Carolina at Chapel Hill

RENCI - The Renaissance Computing Institute – RENCi develops and deploys advanced technologies to enable research discoveries and practical innovations. RENCi was launched in 2004 as a collaborative effort involving the UNC Chapel Hill, Duke University and North Carolina State University.

DICE – The Data Intensive Cyber Environment (DICE) Center at the University of North Carolina at Chapel Hill. This group is the primary administrative home of the original iRODS development team.

### 3 COPYRIGHT NOTICE

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## 5 IRODS CONSORTIUM

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### 5.1 NAME

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The iRODS Consortium is referred to herein as the “Consortium”.

### 5.2 BUSINESS STATUS AND LOCATION

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The Consortium shall be managed as a non-profit program within the University of North Carolina at Chapel Hill (“UNC-CH”) under the management of the Renaissance Computing Institute (“RENCI”), an Institute within UNC-CH, in partnership with the Max Planck Society of Munich, Germany, as its first external Founding Member.

The Consortium's primary place of business (“principal office”) is at the primary RENCi office location, Suite 540, 100 Europa Drive, Chapel Hill, NC, USA 27517.

### 5.3 CONTACT

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Executive Director Brand Fortner Suite 540, 100 Europa Drive Chapel Hill, NC, USA 27517 919-445-9692 (office) 919-445-9669 (fax) bfortne@renci.org	Business Officer Beth Crutchfield Suite 540, 100 Europa Drive Chapel Hill, NC, USA 27517 919-445-9674 (office) 919-445-9669 (fax) beth at renci.org
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## 6 CONSORTIUM MISSION

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The mission of the iRODS Consortium is to ensure the sustainability of the integrated Rule-Oriented Data System (iRODS) and to further its adoption and continued evolution. To this end, the Consortium will work to standardize the definition, development, and release of iRODS-based data grid technologies, evangelize iRODS among potential users, promote new advances in iRODS, and expand the adoption of iRODS-based data grid technologies through advancements in iRODS.

## 7 CONSORTIUM BYLAWS

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- (a) The Consortium Bylaws will be ratified at the first regular meeting of the Executive Board. Until such time, this document represents the interim-Bylaws and any changes to the interim-Bylaws will be approved and accepted by the Interim Executive Director.

- (b) The Consortium Bylaws may be altered or amended by a vote of approval by 2/3 of the members of the Executive Board.

## 8 CONSORTIUM ORGANIZATION

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As shown in Figure 1, the Consortium will consist of an Executive Board composed of Consortium staff and Member representatives, an Advisory Committee composed of external advisors, a core team located at RENCI which will include two Senior Officers and additional staff contributed by RENCI, satellite teams composed of staff from member organizations, a planning committee composed of Consortium staff and Member representatives, a technology working group composed of Consortium staff, and other committees and working groups as established to aid in pursuit of Consortium operations.

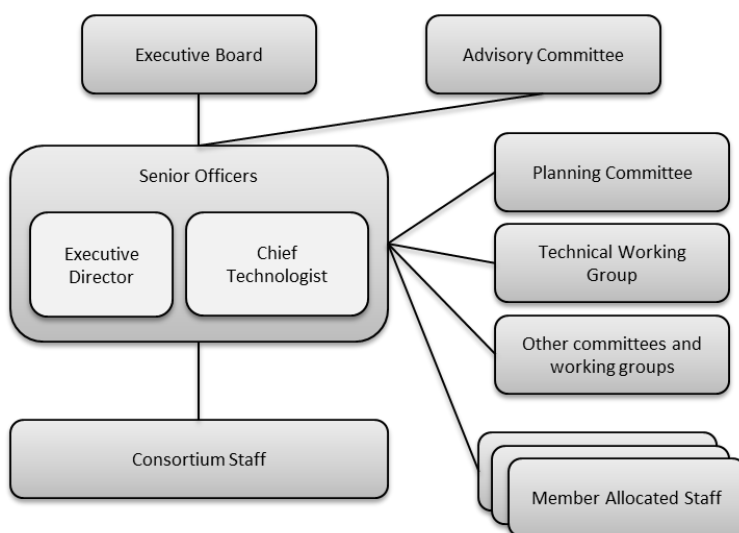


FIGURE 1: ORGANIZATIONAL STRUCTURE

## 9 EXECUTIVE BOARD

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### 9.1 POWERS AND RESPONSIBILITIES

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- (a) The governance of the Consortium shall be ensured by the Executive Board whose responsibilities and powers are specified by the Bylaws and who shall act as a Board of Governors for the Consortium.
- (b) Executive Board Members are expected to aid the Consortium through the following actions:
- Aiding in fundraising, public relations, and acquisition of new Consortium Members;
  - Making amendments and alterations to the Consortium By laws;
  - Providing oversight and approval of Consortium activities, staffing, membership, budgets, and deliverables as detailed in the Bylaws.

### 9.2 NUMBER OF COMMITTEE MEMBERS

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- (a) The total number of Executive Board Members with voting rights shall be no less than seven (7) and no more than fifteen (15), except where the minimum number is not obtainable due to lack of Members with appropriate rights
- (b) The number of Executive Board Members and the criteria for becoming an Executive Board Member may be amended by a majority vote of the Executive Board, unless a reduction would require the dismissal of one or more appointed Executive Board Members.

### 9.3 APPOINTMENT OF BOARD MEMBERS

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- (a) The Members of the Executive Board will be determined through appointment only.
- (b) Appointed Executive Board Members will serve for the duration of the appointed term, or until either retirement or termination from the Board.
- (c) Each Member of the Consortium with appropriate rights to vote on the Executive Board will be allowed to appoint a single representative to the Board. An Executive Board Member thus appointed may serve for as long as the Member retains a membership status that allows it to vote on the Board.
- (d) The Consortium will not allow the enrollment of new Members with rights to vote on the Executive Board in the case that the Executive Board can no longer accept committee members.
- (e) The DICE Group at UNC-Chapel Hill will have a permanent representative on the Executive Board. The representative will either be the Director of the DICE Group or a representative selected to take his/her place. The representative will not be in addition to other representation granted by status of the DICE Group as a member of the Consortium.
- (f) RENCI will have a permanent representative on the Executive Board. The representative will either be the Director of RENCI or a representative selected to take his/her place. The representative will not be in addition to other representation granted by status of RENCI as a member of the Consortium.
- (g) The Max Planck Society will have a permanent representative on the Executive Board. The representative will either be the Director of the Garching Computing Centre (RZG) or a representative selected to take his/her place. The representative will not be in addition to other representation granted by status of the Max Planck Society as a member of the Consortium.

### 9.4 RESIGNATION AND REMOVAL

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- (a) An Executive Board Member may resign upon written notice to the Executive Director. Such resignation shall be effective upon receipt of notification unless otherwise specified in the notice.
- (b) An Executive Board Member may be removed with cause by a vote of 2/3 of the other Executive Board Members.
- (c) In the case of resignation or removal of an Executive Board Member representing a Consortium Member, the Member will appoint a new representative per Section 9.3.



## 9.5 EX OFFICIO BOARD MEMBERS

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- (a) The Executive Board may appoint ex officio Board Members as it may find appropriate.
- (b) Ex officio Board Members shall be entitled to attend meetings of the Executive Board and otherwise act in the capacity of a Board Member, however, they will not be entitled to vote at Executive Board Meetings or act as Chairman of the Executive Board.
- (c) An ex officio Executive Board Member will serve for a term of one (1) year, with the option for re-appointment.
- (d) Appointment of ex officio Executive Board Members requires a vote of approval by a majority of the Executive Board.

## 9.6 EXECUTIVE BOARD MEETINGS

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- (a) Executive Board Meetings shall follow the Bylaws for Consortium Committee Meetings except as otherwise noted in this section.
- (b) Regular meetings will be held four times a year in the first year of the Consortium's formation, and twice a year afterwards.
- (c) The Executive Director shall be present at meetings of the Executive Board and be responsible for managing Board operations and ensuring that all orders and resolutions of the Board are carried into effect.

## 9.7 FEES AND COMPENSATION

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- (a) Executive Board Members shall not receive any salary for their service as Board Members.
- (b) Executive Board Members may be reimbursed by the Executive Board for expenses incurred while acting on behalf of the Consortium and/or expenses incurred in attending meetings of the Executive Board if approved by the Executive Board.
- (c) Nothing herein contained shall be construed to preclude any Executive Board Member from serving the Consortium in any other capacity and receiving compensation for such service.
- (d) No individual board member may incur debts on behalf of the Consortium without prior approval by a majority from the Executive Board.

## 10 ADVISORY COMMITTEE

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### 10.1 POWERS AND RESPONSIBILITIES

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- (a) The Consortium shall include an Advisory Committee that will provide guidance in the pursuit of the Consortium Mission.

- (b) Advisory Committee Members are expected to aid the Consortium through the following actions:
  - i. Provide recommendations on Consortium governance and operations;
  - ii. Provide recommendations on potential Members;
  - iii. Provide recommendations on Consortium directives aimed at fulfilling the Consortium Mission.

## 10.2 NUMBER OF COMMITTEE MEMBERS

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- (a) The total number of Advisory Committee Members shall be between four (4) and ten (10).

## 10.3 APPOINTMENT OF COMMITTEE MEMBERS

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- (a) The Members of the Advisory Committee will be determined through appointment only.
- (b) Appointed Advisory Committee Members will serve at will or until either retirement or termination from the Committee.
- (c) Advisory Committee Members shall not be Members of the Executive Board.
- (d) The Executive Director, or any member of the Executive Board, may at any time nominate a potential Advisory Committee Member. The nomination is accepted following a vote of approval by a majority of the Executive Board.

## 10.4 RESIGNATION AND REMOVAL

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- (d) An Advisory Committee Member may resign upon written notice to the Executive Director. Such resignation shall be effective upon receipt of notification unless otherwise specified in the notice.
- (e) An Advisory Committee Member may be removed with cause following a vote of approval by 2/3 of the Executive Board Members.

## 10.5 ADVISORY COMMITTEE MEETINGS

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- (a) Advisory Committee Meetings shall follow the Bylaws for Consortium Committee Meetings except as otherwise noted in this section.
- (b) Regular meetings will be held at least once per year, or upon request from a majority of the Executive Board Members.
- (c) The Executive Director shall be present at all meetings of the Advisory Board and be responsible for managing Committee operations and ensuring that all orders and resolutions of the Advisory Board are carried into effect.

## 10.6 FEES AND COMPENSATION

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- (b) Advisory Committee Members shall not receive any salary for their service as Committee Members.
- (c) Advisory Committee Members may be reimbursed by the Executive Board for expenses incurred while acting on behalf of the Consortium and/or expenses incurred in attending meetings of the Advisory Committee.

## 11 CONSORTIUM STAFF

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### 11.1 EXECUTIVE DIRECTOR

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- (a) The Executive Director is responsible for business operations and administration of the organization. This includes management of administrative and infrastructure operation, management of Consortium staff, overseeing the financial operation of the Consortium, management of relationships with Consortium members, recruitment of new Consortium members, development and presentation of reports to Consortium members and committees, and organization of events conducted by the Consortium.
- (b) The Executive Director shall have primary responsibility for fundraising, public relations, acquiring new Consortium members, ensuring the Consortium is responsive to Consortium members, and any other duties not otherwise assigned by Consortium Bylaws or policies.
- (c) The Executive Director shall perform such other duties and have such other powers as the Executive Board may from time to time prescribe.
- (d) The Executive Director term shall be at will. Upon resignation or termination of the Executive Director, the RENCI Director will, in consultation with the Director of the Garching Computing Centre (RZG) and the Director of the DICE Center, nominate a new Executive Director. The nomination shall be accepted following a vote of approval by a majority of the Executive Board.
- (e) The Executive Director shall hire or assign additional staff as deemed necessary for the successful operation of the Consortium in accordance with approved budgets.
- (f) Authority is assigned to the Executive Director to sign documents, act as the Consortium's representative, incur expenses, and act on the behalf of the Consortium, unless otherwise determined by the Executive Board or Consortium Bylaws.

### 11.2 CHIEF TECHNOLOGIST

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- (a) The Chief Technologist is responsible for technical leadership, management, and oversight of the Consortium, including but not limited to: the architecture, design, development, testing, and delivery of Consortium Software; the integration and hosting of Contributed Software; prioritization and oversight of technical projects; managing technical staff; and ensur-

ing technical milestones and deliverables are met. The Chief Technologist will provide guidance and oversight of technical staff from Consortium members assigned to work on Consortium projects. The Chief Technologist will be responsible for assuring that an appropriate high level of quality exists in all technical products produced by the Consortium.

- (b) The Chief Technologist shall perform such other duties and have such other powers as the Executive Director or the Executive Board may from time to time prescribe.
- (c) The Chief Technologist term shall be at will. Upon resignation or termination of the Chief Technologist, the Executive Director will nominate a new Chief Technologist. The nomination is accepted following a vote of approval by a majority of the Executive Board.

### 11.3 ADDITIONAL CONSORTIUM STAFF

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- (a) The Consortium will maintain a core team of staff at the principal office for the purpose of: 1) developing, testing, documenting, and releasing Consortium Software; 2) providing support to Consortium Members for Consortium Software; 3) support the hosting and integration of Contributed Software; and 4) assist with dissemination, marketing, and event planning and hosting.
- (b) The Consortium may over the course of its operations employ satellite teams at Member institutions for the purpose of furthering development, testing, and support efforts. Such teams will be directly paid through Consortium funds or contributed by Member institutions. In either case, the Executive Director shall be responsible for developing a Plan of Work that includes a statement of work, term of work, review criteria for acceptance of work, and a budget. The Executive Director shall present the Plan of Work to the Executive Board for a vote of approval by a majority of the Board. If the plan of work alters the release of any Consortium Software, the Planning Committee will be required to follow Consortium Bylaws for the Alteration of Consortium Software Releases as described in 15.1.

## 12 PLANNING COMMITTEE

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- (a) The Consortium shall establish a Planning Committee consisting of Consortium staff and representatives of Consortium Members to provide for strategic planning and oversight of ongoing Consortium activities.
- (b) The Planning Committee shall have responsibility for:
  - i. Developing release plans and release dates for Consortium Software and obtaining approval for release plans and release dates, per section 15.1;
  - ii. Approval and oversight of marketing and dissemination activities;
  - iii. Approval and oversight of Consortium hosted workshops and conferences;
  - iv. Other activities as determined by the Executive Board.
- (c) The membership of the Planning Committee shall be the Executive Director, the Chief Technologist, and a single representative from each Member with appropriate Membership Benefits.
- (d) The Executive Director shall serve as the permanent chair of the Planning Committee.

- (e) The Executive Director shall be responsible for drafting proposals for Consortium activities to present to the Planning Committee for discussion and approval.

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### 13 TECHNOLOGY WORKING GROUP

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- (a) The Consortium shall establish a Technology Working Group consisting of Consortium staff to provide coordination and guidance on technical deliverables and activities.
- (b) The Technology Working Group shall have responsibility for:
  - i. Development of draft release plans and dates for release of Consortium Software;
  - ii. Development and release of architectural plans and standards for Consortium Software, including development and release of data grid standards;
  - iii. Oversight of Consortium Software development and testing efforts;
  - iv. Other activities as determined by the Planning Committee or the Executive Board.
- (c) The membership of the Technology Working Group shall be the Executive Director, the Chief Technologist, and Consortium staff directly involved with technology activities. The Chief Technologist may invite other representatives, including Consortium members and non-members, to serve in the working group.
- (d) The Chief Technologist shall serve as the permanent chair of the Technology Working Group and is responsible for all deliveries of the Group and its operations.

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### 14 CONSORTIUM MEMBERS

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#### 14.1 BASIS AND CONDITIONS OF MEMBERSHIP

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- (a) Any public or private organization, company, corporation, association, partnership or individual ("entity") who has an interest in the mission of the Consortium may become a Consortium member upon satisfaction of the conditions for membership.
- (b) An entity may become a member under any of the membership classes upon satisfaction of the requirements for that membership class.
- (c) An entity wishing to join the Consortium must complete and submit a Consortium Membership Application and submit payment for such fees as may be established by the Consortium. Upon acceptance of the application and reception of payment by the Consortium, the entity will be granted Membership.
- (d) The continuation of membership is contingent on Members providing all membership dues within 30 days of receipt of an annual invoice from the Consortium. Members are also required to meet all other membership requirements as may from time to time be established by the Executive Board.

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#### 14.2 MEMBERSHIP FEES

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- (a) The Consortium will levy initial joining fees and annual membership dues as determined and approved by the Executive Board.
- (b) The Consortium will maintain a publically available official listing of all Membership dues and fees.
- (c) All changes to dues and fees will require a vote of approval by 2/3 of the members of the Executive Board. Changes are required to be communicated to all Members at least three months before the change is to take effect.
- (d) Any member may, upon learning of an increase in dues or fees, resign from Membership before the due date of the fee to avoid liability for not paying the fee.

#### 14.3 EXTENSION OF MEMBERSHIP

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- (a) Associations, consortia, collaboratives, membership organizations, joint ventures, and any other formal or informal affiliation of otherwise wholly or partially independent entities ("Affiliation") may apply for any membership class. Membership requires a vote of approval by a majority of the Executive Board.
  - i. Members of the Affiliation are not granted membership of the Consortium unless they join under their own name.
- (b) Membership privileges shall be granted to affiliates of a Member as follows:
  - i. Any wholly owned subsidiary of a Member may share in the same Membership privileges as the parent, but shall be included in the parent company's Membership and listing.
  - ii. A Member-affiliated corporation which does not directly or indirectly wholly own, or which is not directly or indirectly wholly owned by a Member organization, must apply for separate Membership.
  - iii. Agencies and administrative units of a national government shall be eligible for Membership at any level, but parent or sister organizations of such agencies and administrative units may not share in such Membership.
  - iv. When affiliated members do share in the primary Member's benefits, they are not allowed additional votes or committee attendees in excess of the number that they would otherwise provide to a single entity at that level of Membership.
- (b) Affiliate non-members. Affiliate members who do not share in the Membership of the Affiliation may be granted membership privileges following a vote of approval by a majority of the Executive Board. Such relationships with the Affiliate non-member shall be implemented by means of a Memoranda of Understanding.
- (c) Assigned Membership. Membership at any level may be assigned on a yearly basis with no fee to entities that can uniquely contribute to the mission of the Consortium following a vote of approval by a majority of the Executive Board.

#### 14.4 MEMBERSHIP ROSTER

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- (a) The Consortium will maintain an active roster of the names and addresses of each Member and the name and address of the Member's representative to the Consortium.
- (b) The withdrawal of any Member from the Consortium will be recorded in the roster along with the date of withdrawal and reason for withdrawal.
- (c) All Members are responsible for notifying the Consortium in writing of changes to its name or address, changes to the representative to the Consortium, and changes to the name and address of the representative to the Consortium.
- (d) The full roster of Consortium Members will be made available to any other Consortium Member upon request.

#### 14.5 MEMBERSHIP CLASSES

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- (a) The benefits, rights, privileges, conditions, and powers of any membership class, as well as the removal or addition of Membership Classes, shall be made through alterations or amendment of the Bylaws pursuant to Section 0 of the Bylaws.
- (b) RENCI is granted status as a Founding Member.
- (c) The DICE Center at UNC is granted status as a Founding Member.
- (d) Membership benefits by class of Member are defined in the iRODS Consortium Membership Benefits Table. Modifications to the iRODS Consortium Membership Benefits Table requires a vote of approval by 2/3 of the Executive Board Voting Members.
- (e) The Consortium may upon a vote of approval by a majority of the Executive Board assign Affiliate Membership status and benefits upon non-fee paying entities. Affiliate membership status shall be used to grant specific rights and privileges that would normally be reserved for fee paying members in the case where such a status would aid the Consortium in fulfilling its mission.

#### 14.6 MEMBERSHIP RESIGNATION

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- (a) A Member may resign its Membership at any time for any reason by notifying the Executive Director in writing of the Member's intention to withdraw from the Consortium. Such notification is assumed to be immediate unless a resignation date is given.
- (b) In no case of Membership resignation, unless otherwise granted by approval of the Executive Board, will a refund of already paid dues, fees, or other payments to the Consortium be granted.
- (c) Members shall remain liable for any unpaid dues or fees that exist at the time of Membership resignation.

## 14.7 MEMBERSHIP TERMINATION

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- (a) The Membership of any Member may be terminated with cause provided such action is approved by the Executive Board.
- (b) In no case of Membership termination, unless otherwise approved by the Executive Board, will a refund of already paid dues, fees, or other payments to the Consortium be granted.
- (c) Members shall remain liable for any unpaid dues or fees that exist at the time of Membership termination.
- (d) Members must be informed of the decision to terminate Membership and the reason for termination in writing and such notice must be made at least thirty (30) days prior to the effective date of termination.

## 14.8 USE OF MEMBERSHIP NAMES

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- (a) Members grant the Consortium the right to use the Member's name and logo in Consortium public communications and publications.
- (b) Membership in the Consortium does not otherwise grant a Member the right to use another Member's name and logo.

## 15 CONSORTIUM TECHNOLOGY

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### 15.1 CONSORTIUM SOFTWARE

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- (a) The Consortium shall develop and release wholly owned consortium software products ("Consortium Software"), including but not limited to the IRODS software.
- (b) All released Consortium Software shall be open source and covered by the standard Consortium Software License unless otherwise approved by the Executive Board. Consortium Software may include additional licenses in cases where external software is incorporated into or bundled with Consortium Software.
- (c) The Chief Technologist shall maintain a Software Release Roadmap for all Consortium Software. The Software Release Roadmap shall contain a list of software features, software bug fixes, and software testing configurations for inclusion in future software releases.
- (d) All Consortium Members with appropriate privileges will be allowed to vote for items on the Software Release Roadmap for inclusion in subsequent software releases.
- (e) The Planning Committee shall as part of its regular operations set release dates and release plans for major and minor releases of Consortium Software based up the list of items maintained in the Software Release Roadmap. The release plan and date will be based upon recommendations from the Chief Technologist and Member-provided prioritization of items



on the Software Release Roadmap and the Planning Committee will make a best effort to ensure Member prioritizations are met.

- (f) Upon development or alteration of the release date or release plan for a software release of Consortium Software, the Executive Director will submit the new or modified release plans and release dates for approval from the Planning Committee. The Executive Director will also submit the release plan and date for approval from the Executive Board. The Planning Committee will continue to develop alternative release plans and dates until such time as approval is reached from both the Planning Committee and Executive Board.

## 15.2 CONTRIBUTED SOFTWARE

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- (a) The Consortium will from time to time accept software contributed from Member and Non-Member organizations for inclusion in Consortium Software. Such software may be re-distributed to other organizations by the Consortium. In order to ensure Consortium Software is open source and redistributable, contributing organizations shall be required to sign a Software Contribution Agreement to this effect.

## 15.3 HOSTED SOFTWARE

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- (a) The Consortium will from time to time accept software contributed from Member and Non-Member organizations that extend Consortium Software, but is not considered to be part of released Consortium Software ("Consortium Hosted Software").
- (b) The Consortium will maintain a repository of Consortium Hosted Software to be used for redistribution to Members and non-Members.
- (c) All licensing, usage agreement, and copyright ownership for Consortium Hosted Software shall be determined by the Contributing Member and will be the responsibility of the Contributing Member to enforce.

## 16 CONSORTIUM OPERATIONS

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### 16.1 BUDGET

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- (a) The Executive Director will present a detailed budget to the Executive Board on a yearly basis. The budget will include current and projected information outlining all Consortium expenses, membership income, and in-kind contributions from Consortium members. Acceptance of the budget requires a vote of approval by a majority of the Executive Board.

### 16.2 ADDITIONAL COMMITTEES AND WORKING GROUPS

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- (a) The chair of any existing committee may, upon approval from the committee, form and dissolve subcommittees and working groups not otherwise defined by the Bylaws as deemed necessary for the successful operation of the Consortium.
- (b) The chair of a committee that forms another subcommittee or working group is responsible for oversight of the subcommittee and working group and shall report on subcommittee and working group progress at regular meetings of the committee.

## 16.3 REPORTS

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- (a) The Executive Director will maintain and make available as appropriate the reports and meeting notes from all Board Meetings, Committee Meetings and Working Groups.

## 17 CONSORTIUM BOARD AND COMMITTEE MEETINGS

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### 17.1 MEETINGS AND CHAIR

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- (a) Each Consortium committee and board shall have a designated chair who shall preside over meetings.
- (b) A chair is responsible for appointing a temporary chair in the event they cannot fulfill their requirements.
- (c) The chair may be temporarily excused from their position in the event that a conflict of interest exists until such time as the conflict no longer exists. Such action may occur either by a majority vote or by the chair. In such a case, the chair will appoint a substitute chair subject to approval by a majority vote.
- (d) A committee or board shall determine a method for determining the assignment of a new chair on a regular basis; by default a new chair should be selected at the first meeting of each calendar year by the Executive Director and the assignment of chair should rotate between members.
- (e) Consortium committees and boards shall meet on a regular schedule and such schedule will be made public to all other Consortium Members.

### 17.2 TIME AND PLACE OF MEETINGS

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- (a) All Consortium meetings shall be scheduled to be held at such time and location as determined by the chair to maximize attendance.
- (b) The chair is responsible for notifying all members in a timely fashion of upcoming meetings and any changes in meeting locations and times.
- (c) Special meetings may be called by the chair or upon a seconded motion by a voting member. Reasonable notice should be provided to all members of special meetings.

- (d) Any member of a committee or board may participate in a meeting by means of conference telephone, videoconference equipment, or other communications equipment that allows all members to hear each other. Members may also be represented by proxy.
- (e) To facilitate meetings with geographically dispersed members, a committee or board may allow motions to be raised, discussed, and voted upon outside of a regular or special meeting. In such event, the right of every member to openly discuss the motion and to vote on the motion must be ensured. The right of members to request a secret vote must also be ensured.

### 17.3 MEETING REPORTS AND AGENDAS

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- (a) The chair shall be responsible for ensuring that a meeting report in electronic form is generated for each meeting and distributed to all members and the Executive Director in a timely manner. Meeting reports shall include agenda items, notes on discussions, and action items. Agenda items not discussed should be noted.
- (b) The chair is responsible for providing an agenda in electronic form for all members in advance of meetings, providing sufficient time for members to review the agenda.
- (c) The Executive Director is responsible for ensuring that all meeting reports from all committees are maintained throughout the life of the Consortium and made available to appropriate Consortium members upon request.

### 17.4 QUORUM

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- (a) Except where determined otherwise by Bylaws, at all meetings the presence of a majority of members entitled to vote at the meeting shall constitute a quorum for the transaction of business.
- (b) If a quorum is not possible at a meeting, the chair may adjourn the meeting, noting the reason for adjournment in the meeting report. In such event, the chair shall reschedule the meeting or cancel the meeting upon approval of a majority vote of the present members.

### 17.5 VOTING

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- (a) Any question or motion requiring a vote shall be conducted to allow for open and fair participation by all Members who are in attendance. All Members shall have the right to express opinions subject to limitations on the duration of meetings.
- (b) Each committee or board member entitled to vote by their membership class is entitled to a single vote.

### 17.6 ACTION BY CONSENT

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- (a) Unless otherwise restricted by the ByLaws or by action of the committee or board, any action required or permitted to be taken by the committee or board may be taken without a meeting, without a vote, and without prior notice upon consent by voting members comprising not less than the minimum number of votes that would be necessary to authorize to take such action at a meeting at which all members entitled to vote were present and voted.
- (b) The chair shall be required to produce a meeting report for any action by consent.

## 18 CONSORTIUM FORMATION

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- (a) Prior to the formal initiation of the Consortium, the RENCI Director will, in consultation with the Director of the Garching Computing Centre (RZG) and the Director of the DICE Center, appoint an Interim Executive Director. The Interim Executive Director will then appoint an Interim Chief Technologist. Both the Interim Executive Director and the Interim Chief Technologist shall be employees of UNC Chapel Hill and will report to the Director of RENCI.
- (b) The Interim Executive Director will determine an initial meeting time and location for the Executive Board and nominate an initial Chair for the Board.
- (c) At the initial meeting of the Executive Board, the Consortium Documents will be discussed for approval by all Members of the Executive Board. Should the Consortium Documents not be approved at the initial meeting, the Interim Executive Director will be responsible for working with the Committee to seek full approval by written consent.
- (d) As soon as practicable following approval of the Consortium Documents, an Executive Director will be nominated by the RENCI Director, in consultation with the Director of the Garching Computing Centre (RZG) and the Director of the DICE Center. Approval of the nomination will require a majority vote of the Executive Board.
- (e) After being approved, the Executive Director will nominate a Chief Technologist. Approval of the nomination will require a majority vote of the Executive Board.

## 19 CONTINUATION AND DISSOLUTION OF THE CONSORTIUM

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- (a) The Consortium shall be dissolved upon approval of 2/3 of the voting members of the Executive Board.
- (b) Upon dissolution, all of the remaining properties, monies, and assets owned by the Consortium, after provision has been made for its known debts and liabilities to the cofounders and any outside organizations, shall be disposed of to the Members, calculated on a pro rata basis among all Members, based upon their respective membership classes and the amount of annual dues then in effect for each membership class.
- (c) Upon dissolution, the management and ownership of any Consortium owned software, or software contributed to the Consortium, shall be returned to the Member organizations that initially contributed or developed the software, unless otherwise determined and approved by all Members of the Executive Board.