

iRODS Consortium - Bylaws

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1 Terminology

iRODS - integrated Rule-Oriented Data System, data management software that associates data with metadata and implements automated workflows, secure collaboration, and data virtualization.

iRODS-based data middleware - Any data middleware 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. RENCi is a center within UNC-Chapel Hill.

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

2 Copyright Notice

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3 iRODS Consortium

3.1 Name

The iRODS Consortium is referred to herein as the "Consortium".

3.2 Business Status and Location

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"), a research institute of the University of North Carolina at Chapel Hill.

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

4 Consortium Mission

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 works to standardize the definition, development, and release of iRODS-based data middleware technologies, evangelize iRODS among potential users, promote new advances in iRODS, and expand the adoption of iRODS-based data middleware technologies through the development and release of iRODS as open-source, mission-critical, production-level software.

5 Consortium Bylaws

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

6 Consortium Organization

The Consortium consists of the association of organizations that are Members of the iRODS Consortium according to the terms set forth in the Consortium Membership section of this document.

The Consortium is organized into several subgroups: * an Executive Board composed of Consortium staff, Member representatives, and, optionally, ex officio board members; * a Planning Committee composed of Consortium staff and Member representatives; * and a Technology Working Group composed of Consortium staff and Member representatives.

Other committees and working groups may be established in pursuit of Consortium objectives.

In addition, the Consortium maintains an Advisory Board composed of external advisors.

The Consortium maintains a team of senior officers and additional staff located at RENCI.

7 Executive Board

7.1 Powers and Responsibilities

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.

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, budgets, and deliverables as detailed in the Bylaws.

7.2 Appointment of Board Members

The members of the Executive Board are determined through appointment only.

Each Member of the Consortium with appropriate rights to vote on the Executive Board is 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 level of Membership that allows it to vote on the Board.

Appointed Executive Board members serve for the duration of the appointed term, or until either retirement from or termination by the Board.

The DICE Group at UNC-Chapel Hill has a permanent representative on the Executive Board. The representative is either the Director of the DICE Group or a representative selected to take his/her place. The representative is not in addition to other representation granted by status of the DICE Group as a member of the Consortium.

RENCI has a permanent representative on the Executive Board. The representative is either the Director of RENCi or a representative selected to take his/her place. The representative is not in addition to other representation granted by status of RENCi as a member of the Consortium.

7.3 Resignation and Removal

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.

An Executive Board member may be removed with cause by a vote of 2/3 of the other Executive Board voting members.

In the case of resignation or removal of an Executive Board member representing a Consortium Member, the Member will appoint a new representative per the section titled Appointment of Board Members.

7.4 Ex Officio Board Members

The Executive Board may appoint ex officio Board members as it may find appropriate.

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.

An ex officio Board member will serve for a term of one (1) year, with the option for re-appointment.

Appointment of ex officio Board members requires a vote of approval by a majority of the Executive Board voting members.

7.5 Executive Board Meetings

Executive Board Meetings shall follow the Bylaws for Consortium Committee Meetings except as otherwise noted in this section.

Regular meetings shall be held twice a year, or as otherwise agreed by the Executive Board.

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.

7.6 Fees and Compensation

Executive Board members shall not receive any salary for their service as Board members.

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 Director.

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.

No individual board member may incur debts on behalf of the Consortium without prior approval by a majority from the Executive Board.

8 Planning Committee

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.

The Planning Committee shall have responsibility for:

- Approval of release plans and release dates for Consortium Software, per the Consortium Software section of this document;
- Approval and oversight of marketing and dissemination activities;
- Approval and oversight of Consortium hosted workshops and conferences;
- Other activities as determined by the Executive Board.

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.

The Executive Director shall serve as the permanent chair of the Planning Committee.

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

9 Technology Working Group

The Consortium shall establish a Technology Working Group consisting of Consortium staff and representatives of Consortium Members to provide coordination and guidance on technical deliverables and activities.

The Technology Working Group shall have responsibility for:

- Development of draft release plans and dates for release of Consortium Software;
- Development and release of architectural plans and standards for Consortium Software, including development and release of data grid standards;
- Oversight of Consortium Software development and testing efforts;
- Other activities as determined by the Planning Committee or the Executive Board.

The membership of the Technology Working Group shall be the Executive Director, the Chief Technologist, Consortium staff directly involved with technology activities, and Consortium Members. The Chief Technologist may invite other representatives to serve in the working group.

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.

10 Additional Committees and Working Groups

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.

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.

11 Advisory Board

11.1 Powers and Responsibilities

The Consortium shall maintain an Advisory Board that provides guidance in the pursuit of the Consortium Mission.

Advisory Board members are expected to aid the Consortium through the following actions:

- Provide recommendations on Consortium governance and operations;
- Provide recommendations on potential Consortium Members;
- Provide recommendations on Consortium directives aimed at fulfilling the Consortium Mission.

11.2 Appointment of Advisory Board Members

The members of the Advisory Board are determined by appointment only.

The Executive Director, or any member of the Executive Board, may at any time nominate a potential Advisory Board member. The nomination is accepted following a vote of approval by a majority of the Executive Board voting members.

Appointed Advisory Board members serve at will or until either retirement or termination from the Board.

Advisory Board members shall not be members of the Executive Board.

11.3 Resignation and Removal

An Advisory 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.

An Advisory Board member may be removed with cause following a vote of approval by 2/3 of the Executive Board voting members.

11.4 Advisory Board Meetings

Advisory Board Meetings shall follow the Bylaws for Consortium Committee Meetings, except as otherwise noted in this section.

Regular meetings are held at least once per year, or upon request by a majority of the Executive Board voting members.

The Executive Director shall be present at all meetings of the Advisory Board and be responsible for managing Advisory Board operations and ensuring that all orders and resolutions of the Advisory Board are carried into effect.

11.5 Fees and Compensation

Advisory Board members shall not receive any salary for their service as Board members.

Advisory 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 Advisory Board, if approved in advance by the Executive Director.

12 Consortium Staff

12.1 Executive Director

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.

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.

The Executive Director shall perform such other duties and have such other powers as the Executive Board may from time to time prescribe.

The term of the Executive Director shall be at will. Upon resignation or termination of the Executive Director, the RENCi Director shall, in consultation with the Director of the DICE Center or the DICE Center's duly appointed representative, nominate a new Executive Director. The nomination shall be accepted following a vote of approval by a majority of the Executive Board voting members.

The Executive Director shall hire or assign additional staff as deemed necessary for the successful operation of the Consortium in accordance with approved budgets.

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.

12.2 Chief Technologist

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

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.

The term of the Chief Technologist shall be at will. Upon resignation or termination of the Chief Technologist, the Executive Director shall nominate a new Chief Technologist. The

nomination is accepted following a vote of approval by a majority of the Executive Board voting members.

12.3 Additional Consortium Staff

The Consortium will maintain a core team of staff at the principal office for the purposes of: 1) developing, testing, documenting, and releasing Consortium Software; 2) providing support to Consortium Members for Consortium Software; 3) supporting the hosting and integration of Contributed Software; and 4) assisting with dissemination, marketing, and event planning and hosting.

13 Consortium Membership

13.1 Basis and Conditions of Membership

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.

An entity may become a member under any of the membership classes upon satisfaction of the requirements for that membership class, and after approval of the Executive Director.

An entity wishing to join the Consortium must complete and submit an iRODS Consortium Membership Agreement and submit payment of such fees as may be established by the Consortium in the iRODS Consortium Rate Table.

The continuation of membership is contingent on Members providing all membership dues in accordance with the iRODS Consortium Membership Agreement ratified by the Member and the Consortium. Members are also required to meet all other membership requirements as may be established by the Executive Board.

13.2 Membership Classes

Membership benefits by class of Member are defined in the iRODS Consortium Charter. Modification of the iRODS Consortium Charter requires a vote of approval by 2/3 of the Executive Board voting members.

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, which requires a vote of approval by 2/3 of the Executive Board voting members.

RENCI is granted status as a Premier Member.

The DICE Center at UNC is granted status as a Premier Member at no annual cost.

13.3 Membership Dues

The Consortium levies annual membership dues as determined and approved by the Executive Board.

The Consortium shall maintain a publicly available iRODS Consortium Rate Table that lists the dues required for each Class of Consortium Membership.

All changes to membership dues require a vote of approval by 2/3 of the Executive Board voting members. Changes are required to be communicated to all Members at least three months before the change is to take effect.

Any member may, upon learning of an increase in dues, resign from Membership before the due date of the fee to avoid liability for the dues.

13.4 Affiliate Membership

The Consortium may, upon a vote of approval by a majority of the Executive Board voting members, assign Affiliate Membership status and benefits upon non-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.

13.5 Extension of Membership

Associations, consortia, collaboratives, membership organizations, and joint ventures who have an interest in the mission of the Consortium may be considered for Membership at any Membership Class.

An organization's Membership privileges shall not extend to the Member's affiliates, subsidiaries, or related organizations except as follows:

- Any wholly-owned subsidiary of a parent organization Member may share in the same Membership privileges as the parent company Member, but shall be included in the parent organization's Membership and listing.
- 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.
- When wholly-owned subsidiary organizations share in the primary Member's benefits, they are not allowed additional votes or committee attendees in excess of the number that would otherwise be provided to a single entity at that level of Membership.

13.6 Membership Roster

The Consortium maintains an active roster of the names and addresses of each Member and the name and address of each Member's representative to the Consortium.

The withdrawal of any Member from the Consortium will be recorded in the roster along with the date of withdrawal and reason for withdrawal.

Each Member is responsible for notifying the Consortium in writing of changes to its name or address, changes in its representation for the Consortium, and changes to the name and/or address of its representative to the Consortium.

The full roster of Consortium Members is available to qualified Consortium Members upon request.

13.7 Membership Resignation

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.

In no case of Membership resignation, unless otherwise granted by approval of the Executive Board, will a refund of paid dues, fees, or other payments to the Consortium be granted.

Members shall remain liable for any unpaid dues or fees that exist at the time of Membership resignation.

13.8 Membership Termination

The Membership of any Member may be terminated with cause provided such action is approved by the Executive Board.

In no case of Membership termination, unless otherwise approved by the Executive Board, will a refund of paid dues, fees, or other payments to the Consortium be granted.

Members shall remain liable for any unpaid dues or fees that exist at the time of Membership termination.

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 In-Kind Contributions

The Consortium may, upon a vote of approval by a majority of the Executive Board voting members, elect to compensate Member or Non-Member entities for in-kind contributions that aid the Consortium in fulfilling its mission. The value and compensation of in-kind contributions shall be determined by the Executive Board on a case-by-case basis.

15 Consortium Technology

15.1 Consortium Software

The Consortium shall develop and release wholly-owned software products ("Consortium Software"), including, but not limited to the iRODS software.

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.

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.

All Consortium Members with appropriate privileges are allowed to vote to select items on the Software Release Roadmap for inclusion in subsequent software releases, and to approve release dates and release plans for major releases of Consortium Software based upon the list of items maintained in the Software Release Roadmap.

The release plan and dates will be based on recommendations by 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 priorities are met.

15.2 Contributed Software

The Consortium may, at its discretion, accept software contributed by Member and Non-Member organizations for inclusion in Consortium Software, which may be re-distributed to other organizations. In order to ensure Consortium Software is open source and redistributable, contributing organizations shall be required to sign a Software Contribution Agreement that ensures compatibility with the Consortium Software open source license.

15.3 Hosted Software

The Consortium may, at its discretion, accept software contributed by Member and Non-Member organizations that extend Consortium Software, but is not considered to be part of released Consortium Software ("Consortium Hosted Software").

The Consortium maintains a repository of Consortium Hosted Software to be used for redistribution to Members and non-Members.

All licensing, usage agreements, and copyright ownership for Consortium Hosted Software shall be determined by the Contributing Member and is the responsibility of the Contributing Member to enforce.

15.4 Private Software Development

At the discretion of the Chief Technologist, Consortium staff may engage in the directed development of software that may be closed source, not covered by the standard Consortium license, and/or not publicly released ("Private Software"). Private Software shall only be developed through: * the expenditure of support hours granted to individual Consortium Members or * funding that is supplemental to or separate from Consortium Membership dues.

16 Consortium Operations

16.1 Budget

The Executive Director shall present a budget to the Executive Board on a yearly basis. The budget includes current and projected information outlining all Consortium expenses, membership income, and in-kind contributions from Consortium members.

16.2 Reports

The Executive Director maintains and makes available as appropriate the reports and meeting notes from all Board Meetings, Committee Meetings, and Working Groups.

17 Consortium Board and Committee Meetings

17.1 Meetings and Chair

Each Consortium committee and board shall have a designated chair who shall preside over meetings.

A chair is responsible for appointing a temporary chair in the event they cannot fulfill their requirements.

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.

Chairs are appointed by the Executive Director.

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

The time and location for all Consortium meetings shall be scheduled to maximize attendance, as determined by the chair.

The chair is responsible for notifying all members in a timely fashion of upcoming meetings and any changes in meeting locations and times.

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.

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.

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

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.

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.

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

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.

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

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.

Each committee member or board member entitled by membership class to vote is entitled to a single vote.

17.6 Action By Consent

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 such action at a meeting at which all members entitled to vote were present and voted.

The chair shall be required to produce a meeting report for any action by consent.

18 Continuation and Dissolution of the Consortium

The Consortium shall be dissolved upon approval of 2/3 of the Executive Board voting members.

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 where each Member receives a proportion based on a fraction, the numerator of which shall be the annual dues in effect for the Member and the denominator of which shall be the total number of all Members' annual dues then in effect.