

Interim Bylaws



THE NATIONAL CONSORTIUM
for DATA SCIENCE

_____, 2013

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1 THE NATIONAL CONSORTIUM FOR DATA SCIENCE

1.1 NAME

The National Consortium for Data Science is referred to herein as the “Consortium” or “NCDS.”.

1.2 STATUS AND LOCATION

The Consortium shall be managed as a non-profit program within the University of North Carolina at Chapel Hill (“UNC Chapel Hill”) under the management of the Renaissance

Computing Institute (“RENCI”), an Institute within UNC Chapel Hill. The Consortium will be subject to and will be operated in compliance with the laws of the State of North Carolina and the policies of UNC 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, USA 27517.

1.3 CONTACTS

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2 CONSORTIUM MISSION AND OBJECTIVES

The mission of the National Consortium for Data Science is to provide the foundation needed to advance data science research, education, and economic opportunity. Founded as a Public-Private Partnership, the organization provides a focal point and vital forum for the Data Science community to connect scientists and industry leaders in order to identify big data needs, challenges, and visions for the future. The organization will engage a broad community of data science experts to identify and address our most pressing data science challenges, facilitate frequent, close interchange among data scientists and businesses, governments, and researchers in data-intensive domains, coordinate data science research priorities, and facilitate the development of data science education programs.

The National Consortium for Data Science (“NCDS”) is established with the following overarching objectives:

- NCDS will provide leadership in the advancement of data science.
- NCDS will bring together data experts and stakeholders to develop a research agenda for data science.
- NCDS will coordinate data science research initiatives by facilitating cross-disciplinary and cross-sector collaboration.
- NCDS will promote a focus on data science at multiple levels, including local, state, national, and international.
- NCDS will support the development of technical, ethical, and policy standards for data.
- NCDS will help cultivate the next generation of data science leaders through the support of curricula and training resources.

3 CONSORTIUM BYLAWS AND SCOPE

(a) These Interim Bylaws are made a part of the National Consortium for Data Science membership agreements and shall govern the organization and operation of the Consortium until a set of more expansive Bylaws are adopted pursuant to Section 3(c) below.

- (b) The Consortium Interim Bylaws will be ratified by the Founding Members at the first available meeting of the Founding Members. Until such time, this document represents informal operating guidelines of the Consortium.
- (c) Any changes to these Bylaws shall be consistent with UNC Chapel Hill's policies and must be approved by two-thirds of the Consortium Founding Members in good standing at the time the proposal for change is made.

4 CONSORTIUM ORGANIZATION

The Consortium organization will include a Steering Committee (as described in Section 4.2), Founding Members, General (i.e. non-Founding) Members, a Scientific Advisory Committee composed of external advisors, a future Executive Director and additional support staff, and other committees as established to aid in pursuit of Consortium operations.

4.1 EXECUTIVE DIRECTOR

- (a) The Executive Director is responsible for business operations and administration of the organization. This includes management of administrative and infrastructure operations, 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 perform such other duties and have such other powers as the Steering Committee may from time to time prescribe and shall be responsible for any other duties not otherwise assigned by Consortium Bylaws or policies.
- (c) The Executive Director term shall be an 'at will' employee of the University of North Carolina at Chapel Hill, and shall be appointed following a search conducted by a special purpose committee of the Founding Members. Upon resignation or termination of the Executive Director by the RENCi Director, the RENCi Director will, in consultation with the Steering Committee, nominate a new Executive Director. The nomination shall be accepted following a vote of approval by a majority of the Founding Members. Notwithstanding the foregoing, all hiring and other employment processes will be subject to employment laws and policies applicable to UNC Chapel Hill employees.
- (d) The chair of the Consortium (as described in Section 7.1) will serve as the Interim Executive Director until an Executive Director is hired.
- (e) The Executive Director will present a detailed budget to the Founding Members 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 Founding Members.
- (f) The Executive Director shall hire or assign additional staff as deemed necessary for the successful operation of the Consortium in accordance with approved budgets. Additional staff members will be employees of UNC Chapel Hill and will be subject to employment laws and policies applicable to UNC Chapel Hill employees.
- (g) Subject to applicable laws and UNC Chapel Hill policies, 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 Steering Committee, the Founding Members, or the Consortium Bylaws.
- (h) The Executive Director will maintain and make available as appropriate the reports and meeting notes from all Steering Committee meetings and other committees meetings.

4.2 STEERING COMMITTEE

- (a) The governance of the Consortium shall be ensured by a Steering Committee who shall act as an oversight board for the Consortium. The main function of the committee is to advise and assist the Executive Director in the management of the consortium and to broadly represent the interests of the membership.
- (b) The Steering Committee may also:
 - i. Aid in fundraising, public relations, and acquisition of new Consortium Members;
 - ii. Suggest amendments and alterations to the Consortium Bylaws to the Founding Members;
 - iii. Provide oversight and approval of Consortium activities, staffing, membership, budgets, and deliverables as detailed in the Bylaws.
- (c) Steering Committee membership shall be comprised from at least one representative from each of the Founding membership segments: academic institutions, private-sector companies, non-profit companies, and government agencies (to the extent there are available Founding Members in each such category), as well as by a representative of the General Membership. The Executive Director of the NCDS will serve as an ex officio, non-voting member of the Steering Committee. The RENCI director will be the chair of the Steering Committee during such time that the NCDS operates as a program under the authority of UNC Chapel Hill. The Steering Committee will be filled by a nomination and voting process. The specific nominating and voting process to assign certain Founding Members to sit on the Steering Committee will be determined by the Founding Members. Similarly, the specific nominating and voting process to assign a General Member to sit on the Steering Committee will be determined by the General Members. To provide for full representation and continuity, participation on the Steering Committee will rotate among all of the Founding Members in two year terms. Steering Committee Members may be re-elected, but no Steering Committee Member (other than the RENCI director) may serve on the Steering Committee for more than four years in any eight year period.

4.3 COMMITTEES

The Consortium, by action of the Steering Committee, may from time to time convene special purpose committees. Both Founding Members and General Members may participate and vote on special purpose committees. The initial committees that have been formed are the Data Fellows and Workforce Development Committee, the Data Lab and Observatory Committee, and the Outreach Committee. Additional committees or working groups may be formed by the membership in the future to aid in the business of the Consortium.

4.4 SCIENTIFIC ADVISORY BOARD

- (a) The Consortium may form a Scientific Advisory Board to provide guidance in the pursuit of the Consortium mission.
- (b) Any Founding Member may nominate individuals to serve on the Scientific Advisory Committee, but may not nominate individuals from their own organization.
- (c) Nominees will be selected by the Founding Members during the annual Consortium meeting.

5 BASIS AND CONDITIONS OF CONSORTIUM MEMBERSHIP

5.1 FOUNDING MEMBERSHIP

Organizations that committed to the establishment of the Consortium prior to April 23, 2013 shall be designated as Founding Members. Founding Members will share the responsibility of overseeing and directing the work of the Consortium through their participation in various

committees. Additional Founding Members may be added after April 23, 2013 subject to a 2/3 vote of the existent Founding Members.

The NCDS Founding Members (as of the approval date of these Interim Bylaws) are Cisco, GE, IBM, NetApp, SAS, UNC Chapel Hill, RENC1, North Carolina State University, UNC Charlotte, UNC General Administration, Duke University, Drexel University, the Hamner Institutes for Health Sciences, MCNC, the National Institute of Environmental Health Sciences, RTI International and the U.S. Environmental Protection Agency.

5.2 GENERAL MEMBERSHIP

- (a) Any public or private organization, company, corporation, association, partnership or individual (“entity”) who has in interest in the mission of the Consortium may become a General Member upon satisfaction of the conditions for membership. The term “Member” as used in these Interim Bylaws shall mean any Founding Member or General Member.
- (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 reasonable membership requirements as may from time to time be established by the Founding Members and communicated to the Members for future application (not for retroactive application).

5.3 MEMBERSHIP DUES

The cost of membership is determined by the type of member organization and shall be paid annually. A Member’s initial annual membership dues shall be paid as a condition precedent to the effectiveness of such Member’s membership agreement. Membership dues in subsequent years shall be paid on or before the annual anniversary date of the effective date of such Member’s membership in the Consortium. The annual dues will be used to cover the operating costs associated with organization of the Consortium and may not be used for any other purpose. Anticipated use of funds are expected to include data research seed grants, exchange programs and internship programs with industry, Consortium Leadership Summits, workshops and other events, and the establishment and maintenance of a Data Lab and Observatory.

- (a) The Consortium will maintain a publically available official listing of all membership dues.
- (b) All changes to membership dues will require a vote of approval by 2/3 of the Founding Members. Changes are required to be communicated to all Members at least three months before the change is to take effect.
- (c) Any Member may, upon learning of an increase in dues or fees, resign from membership by giving the Consortium written notice in accordance with the terms of its membership agreement before the due date of the fee to avoid liability for not paying the fee.
- (d) Current annual membership dues are as follows:

Institution Type	Founding Members	General Members
University	\$25,000	\$10,000

Industry	\$50,000	\$20,000
Non-profit	\$25,000	\$10,000
Government agency	\$25,000	\$10,000

5.4 EXTENSION OF MEMBERSHIP

- (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 group. Membership requires a vote of approval by a majority of the Steering Committee.
- 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.
- (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 Steering Committee.
- (d) Affiliate non-Members. Affiliate non-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 Steering Committee. Such relationships with the Affiliate non-Member shall be implemented by means of a Memoranda of Understanding and may 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.

5.5 MEMBERSHIP ROSTER

- (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) Members may designate multiple representatives to participate in the Consortium and its committees, but each Member shall designate a single principal representative who will serve as the Member’s voting representative.
- (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.

5.6 MEMBERSHIP RESIGNATION

- (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. 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 Steering Committee, 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.

5.7 MEMBERSHIP TERMINATION

- (a) The membership of any Member may be terminated with cause if such Member is in material violation of any Consortium organizational document or policy, provided such action is approved by a vote of two-thirds of the Founding Members and such Member has failed to cure the violation within 30 days of receiving notice of the violation. In addition, in accordance with the terms of the Member's membership agreement, the membership of any Member may be terminated with cause solely by UNC Chapel Hill if such Member fails to pay its membership dues and has failed to cure such failure within 30 days of receiving a past due notice.
- (b) In no case of Membership termination, unless otherwise approved by two-thirds of the Founding Members, 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.

5.8 USE OF MEMBER NAMES

- (a) Members grant the Consortium the right to use the Member's name and logo in Consortium public communications and publications. Each Member's name and logo may be used solely for the purpose of reflecting membership in the Consortium and for no other purpose without the express written consent of such Member.
- (b) Membership in the Consortium does not otherwise grant a Member the right to use another Member's name and logo.

6 INTELLECTUAL PROPERTY

- (a) Nothing in these Interim Bylaws shall be construed to operate as a transfer of any intellectual property rights from one Member to any other Members, nor shall membership or participation on the Consortium or on any of the Consortium committees be construed to operate as such a transfer.
- (b) It is anticipated that the interactions between and among various Members in the Consortium may lead certain Members to enter into separate agreements among themselves that may involve the transfer of intellectual property rights and other consideration. Nothing in these Interim Bylaws shall be construed to prevent or limit such transactions between Members.
- (c) These intellectual property provisions will be revisited during the drafting and approval of the final NCDS bylaws.

7 CONSORTIUM OPERATIONS

7.1 MEETINGS AND CHAIR

- (a) The Consortium and each Consortium committee shall have a designated chair who shall preside over meetings.

- (b) The chair of the Consortium will be the RENCI director. During such time that the Consortium operates as a program under the authority of UNC Chapel Hill, one of the responsibilities of the chair of the Consortium will be to ensure that the Consortium adheres to all laws and policies applicable to UNC Chapel Hill.
- (c) A chair is responsible for appointing a temporary chair in the event they cannot fulfill their requirements.
- (d) Consortium committees are expected to meet on a regular schedule and such committee schedules will be made public to all Consortium Members.

7.2 TIME AND PLACE OF MEETINGS

- (a) All Consortium meetings shall be scheduled to be held at such time and location as determined by the Consortium chair to maximize attendance.
- (b) The Executive Director 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 representative may participate in a committee meeting or a meeting of the Consortium 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 the Consortium as a whole 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.

7.3 MEETING REPORTS AND AGENDAS

- (a) The Executive Director shall be responsible for ensuring that a meeting report in electronic form is generated for each meeting and distributed to all members 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 Executive Director 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.

7.4 QUORUM

- (a) Except where as otherwise provided in these Interim 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.

7.5 VOTING

- (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 Consortium Member is entitled to a single vote on voting matters that come before the full Consortium. Similarly, each committee Member is entitled to a single vote on voting matters within the applicable committee.

7.6 ACTION BY CONSENT

- (a) Unless otherwise restricted by these Interim Bylaws or by action of the Consortium (or by the applicable committee if the action is in the context of the work of a committee), any action required or permitted to be taken by the Consortium (or the applicable committee) 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 Executive Director shall be required to produce a meeting report for any action by consent.

8 CONTINUATION AND DISSOLUTION OF THE CONSORTIUM

- (a) The Consortium shall be dissolved upon approval of 2/3 of the Founding Members.
- (b) Upon dissolution, all of the Consortium's remaining monies, 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 a vote of the Founding Members.