

# Dryad Consortium

## Bylaws

*green = discussion needed*

### Preamble

These Bylaws are authorized by the Constitution of the Dryad Consortium.

### Article I. Partnership

#### 1. Conditions of Partnership

**Partners of the Dryad Consortium** are journals that demonstrate their support for Dryad by all of the following actions:

- adopting the Joint Data Archiving Policy, and
- committing to ensuring the long term sustainability of Dryad, and
- designating an individual to serve as official representative on the Dryad Consortium Management Board.
- *?? implementing the data archiving requirement for all research articles submitted to the journal in question*

New Partners will be added when the Chair of the Management Board, in consultation with the senior Dryad staff, certifies that the journal meets the criteria given above. *??any vote for membership??*

**Associate Partners** are journals that want to participate in the development of Dryad and promotion of the Joint Data Archiving Policy, but have not yet met the requirements of full partnership. Associate Partnership does not carry voting privileges. Associate Partners may request full Partner status when they have met the requirements for full partnership. Journals wishing to become full Partners should notify the Board Chair and demonstrate that they have met the above requirements.

## 2. Benefits and Obligations of Partnership

The Dryad Consortium staff will work with each Partner to enable optimal data transfer between the journal's editorial process, authors, and the Dryad repository.

Benefits of partnership for Partner journals:

- participating in leading and implementing data archiving in the evolutionary biology, ecology, and related communities
- enhanced author experience for articles published in the journal
- enhanced journal branding on the Dryad site
- priority/customization of services to the journal, i.e. 3rd party handshaking

Obligations of partnership for Partner journals:

- Partner will send an official representative to meetings of the Dryad Consortium Management Board.
- Partner will abide by decisions of the Management Board, including financial obligations.
- Partner will cooperate with Dryad staff to integrate article processing systems with the repository deposition process.

## 3. Terminating a partnership

If a Partner ceases to meet the conditions and obligations of Partnership as described in these Bylaws, they will either be reclassified as an Associate Partner or removed from the Board, on the recommendation of the Chair.

### Questions:

- *difference between conditions of partnership, and obligations of partnership*
- *grace period?*
- *management board vs. dryad*
- *process -- automatic or vote*
- *two step*
- *partnership committee?*

## Article II. Official Representatives

An official representative chosen by the Partner will represent each Partner. The official representative serves as the liaison between the Dryad Consortium and the Partner and represents the Partner in discussions and votes. The official representative ensures that the Partner journal, or its governing society, as appropriate, is kept informed of Dryad Consortium activities, and considers matters deemed necessary by the Management Board. A Partner may designate

a second or alternate official representative if the primary official representative is unable to attend a meeting.

## **Article III. Management Board**

### **1. Membership**

The Management Board of the Dryad Consortium consists of the Official Representatives of the Partners, as defined in Article I and Article II. One representative appointed by each of the Partner journals, or its governing society, will be included on the Management Board. The Board will include as ex-officio members Dryad managers and senior staff. The Chair may invite other participants as necessary.

### **2. Duties**

The Management Board is the governing body of the Dryad Consortium and is authorized to act on behalf of the Partners. The Board defines organizational objectives and determines the policies needed to achieve those objectives. The Board has the authority to affiliate with other organizations for the purpose of developing organizational and fiscal arrangements of benefit to the Dryad Consortium and its partners. Actions taken on behalf of the Dryad Consortium by Dryad Consortium staff or organizations with which the Dryad Consortium is affiliated, are subject to Board review.

The Board will establish policies and procedures for approving activities to be carried out on behalf of the Dryad Consortium, such as seeking grants, contracts, and other outside financial support, collaborating or participating in committees and studies, and undertaking major data collections. Policies and procedures will be established by a simple majority of those voting members participating in a meeting, or voting by a mailed or electronic ballot, and are recorded and maintained in the Board Policy Manual.

### **3. Meetings**

The Board will hold at least one regular meeting each year. Special meetings of the Board may be called by the Chairperson, the Project Manager, or other persons as agreed to by the Board. Two-thirds of the Partner members of the Board, present in person at a meeting or via real-time electronic connections, will constitute a quorum for Board action. The Project Manager, Senior Staff of Dryad Consortium, a representative of the host organization with which the Dryad Consortium has affiliated, and invited guests may attend open sessions of Board meetings at the discretion of the chair. The Board may hold closed or executive sessions for specific purposes at the discretion of the chair. Minutes of all official meetings will be kept as defined in the Board Policy Manual, and available to any interested party upon request.

## 4. Voting

Each official representative of a Partner journal has one vote on the management board. Societies or journals may designate a single representative to represent multiple Partner journals. In that case the representative will cast a vote for each of the Partner journals. **In the event of a tie in voting by any method, the Chair of the Board is empowered to cast the deciding vote.**

## Article IV. Officers of the Board

### 1. Chair

The Chair of the Board will be selected by the members of the Board and will serve a term of 2 years. The current Chair will, in the last year of office, solicit nominations for incoming Chair from the management board. The Chair will be elected by a plurality of the Board.

*?? Term; should election be in bylaws or policy manual -- other processes??*

The Chair will in consultation with senior Dryad staff set the agenda for the Management Board meeting and chair those meetings. The Board may appoint an acting Chair to serve when the Chair is not available to execute duties of the Chair.

**The Chair is responsible for signing documents on behalf of the Board. The Chair will act as a liaison between the Dryad repository staff and the Board, and as a liaison between the Director of the host organization with which Dryad Consortium is affiliated and the Board.**

### 2. Other Officers

The Board may designate and appoint other officers to carry out duties of the Board as described under Article III.2. Election procedures will be defined in the Board Policy Manual.

*??selection of officers-- procedural and not bylaws*

### 3. Executive Committee

The Board may designate and appoint an executive committee and empower it to meet and to make decisions on its behalf.

*?? should process for election of executive committee be bylaws or policy manual?*

## **Article V. Committees**

The Board has the authority to create standing and ad hoc committees. The Chairperson, in consultation with the Board, will make appointments to these committees. All committees will include at least one member of the Board.

## **Article VI. Project Manager and Senior Staff**

The Board may appoint a Dryad project manager, Executive Director and/or other senior staff as needed.

## **Article VII. Institutional Affiliations**

The Dryad Consortium Management Board is authorized to adopt one or more Memoranda of Agreement that affiliate the Dryad Consortium with a host institution. A Memorandum of Agreement may designate the host institution to serve as fiscal agent for the Dryad Consortium. The Board shall review all affiliation agreements at regular intervals. An affiliation with a host institution may be terminated by the Board in accord with provisions of an operative Memorandum of Agreement.

## **Article VIII. Amendments**

Amendments to these Bylaws may be proposed by any member of the Dryad Consortium management Board, and enacted, amended, or repealed by a three-quarters majority vote of all members of the Board eligible to vote, at a meeting of the Board or in a mailed or electronic ballot after written notice of at least 30 days.

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