

**THE APIS CONSORTIUM
BYLAWS
May 16, 2005**

The Advanced Papyrological Information System (APIS) Consortium is a group of non-profit organizations which have come together to provide access for researchers, students, and the public to the contents of ancient and medieval documents and literary texts. The Consortium aims to offer an integrated research and study environment for texts on papyrus and related writing materials. APIS is open-ended and expected to be added to, modified and improved for the indefinite future.

These Bylaws are intended to provide a structure which allows the institutions participating in the APIS project ("APIS" or "the Project") to (a) effectively govern the Project, (b) obtain and allocate funding from public and private sources, (c) protect the intellectual property developed through the Project, and (d) provide access for the scholarly community and the broader public to the data and other resources developed by the Project.

1. Member Institutions.

a. Members. APIS will be governed by its Member institutions (Members) through a Board of Directors (2 below). The number of Members is not fixed but will be determined through the Board's admission of appropriate new Members.

b. Initial Members. Upon the adoption of these Bylaws, the Board will survey current APIS participants to determine if they wish to become a Member or Licensee (defined below), which each participant may do at its election by executing an "Election to Participate as APIS Member" in the form attached.

c. New Members. Following the adoption of these Bylaws, new applications for Membership by participating institutions shall be approved by the APIS Board.

d. Requirements for Membership. Only 501(c)(3) organizations under the U.S. tax code, government organizations, or foreign institutions and organizations of equivalent legal standing are eligible for APIS Membership. Members are expected to be represented regularly at the meetings of the Board of Directors (2.a).

e. Managing Institution. The Project will have a "Managing Institution," initially the University of Michigan. The Project Director will be a representative of the Managing Institution.

f. Technology Host. The Project will have a Technology Host, initially Columbia University.

2. Board of Directors.

a. Board of Directors. The Project will be overseen by a Board of Directors, consisting of one representative from each Member institution, plus one technology representative from the Technology Host. Representatives shall be appointed by the appropriate senior administrative

official of the Member institution. Additional representatives to the Board may be added at large by the Board itself.

b. Committees/Advisory Council. The Board will establish an Executive Committee and such other committees as the Board determines in the best interest of the Project. The Board may also determine to establish an Advisory Council. The Advisory Council may include representatives from the licensing institutions, funding sources, scholars or such other advisors as the Board determines in the best interest of the Project.

c. Meetings. The Board will meet from time to time, but at least once per calendar year, in person or by conference phone, or by another technology permitting synchronous discussion, as it determines. All Members of the Board will receive prior notice of all Board meetings. A quorum for any meeting of the Board shall require the attendance of at least half of the Board Members, including the Chair and the representative of the Technology Host.

d. Chair and Other Officers. The Project Director will act as Chair of the Board and the Executive Committee. The Board shall elect a Secretary, who shall keep and distribute minutes of the Board meetings and be a member of the Executive Committee. The Board may elect such other officers as it deems appropriate.

e. Authority and Duties. The Board will be responsible for overall strategic and policy direction of the Project. The Board will approve (i) the terms for the licensing arrangements with the Members and Licensees, (ii) the determination of the composition of the Membership, (iii) subject to appropriate authorization from the Member institutions, the terms under which the Project will become an LLC, (iv) any change in the Managing Institution or Technology Host, and (v) such other matters as it determines to reserve for action by the Board. All other matters not reserved for the Board may be determined by the Executive Committee.

f. Actions of the Board. Unless otherwise determined by the Board, all actions on the Board shall be determined on the vote of a majority of the Members present at any meeting, by phone or in person, where a quorum is present. The Board may also act by unanimous written consent.

3. **Executive Committee.**

a. Committee Membership. The Executive Committee will have five members, including the Project Director, a representative of the Technology Host and three other members elected by the full Board and serving staggered three-year terms, one of whom shall be the Secretary. [Initially one member of the Executive Committee shall serve a two-year term and one a four-year term.] Executive Committee terms shall not be renewable, except in the case of the Project Director or the representative of the Technology Host, or as otherwise approved by the full Board.

b. Authority and Duties. The Executive Committee will be responsible for the day to day management of the Project and may act in the place of the full Board other than with respect to the specific decisions reserved for the full Board as described in 2.e above.

c. Meetings. The Executive Committee will meet regularly, in person, by conference phone, or by another technology permitting synchronous discussion, as the Committee determines. All members of the Executive Committee will receive prior notice of all Executive

Committee meetings. A quorum for any meeting of the Executive Committee shall require the attendance of at least [3] Committee members, including the Chair and the representative of the Technology Host.

d. Actions of the Committee. Unless otherwise determined by the Committee, all actions on the Board shall be determined on the vote of a majority of the Committee members present at any meeting, by phone or in person, where a quorum is present. The Committee may also act by unanimous written consent.

e. Distribution/Promotion. The Executive Committee will determine how the Project is promoted and distributed, provided that any use of the name or other trademark of any participating institution will require the consent of such institution.

4. **Managing Institution.** The Managing Institution will be responsible for receiving and administering all grants and discharging all financial management responsibilities for the Project. The Managing Institution will name the Project Director. Participants will be reimbursed by the Project for such Project costs as may be provided for by outside grants administered by the Managing Institution. The Managing Institution will also collect any membership contributions due from Members or Licensees.

5. **Participating Institutions.** Each participating institution (Member or Licensee, defined below) will provide data to the Project in forms and according to standards established by the Project and by agreements between the Project and participating institutions. Such data created by participating institutions will remain the property of the institution that created it, but participating institutions will grant the Project an irrevocable non-exclusive license to use this data. Any institution withdrawing from the Project shall allow the Project to continue to use such materials in connection with the Project following withdrawal.

6. **Licensees.** Certain institutions will have a contractual, license relationship with the Project rather than being Members ("Licensees"). The term of license relationships will be determined by the Board of Directors. Each Licensee will be required to license data and images to the Project and in turn will receive a license to use the Project Property (defined below). Such license will allow the Project to use such materials in connection with the Project, including to provide access to such materials to Project Members, Licensees and others in the scholarly community and broader public. The license will include such other terms as are usual and customary as determined by the Board.

7. **Project Property.** "Project Property" means the name "APIS", any associated marks, and all ideas, inventions and works of authorship acquired with Project funds. Project Property does not include any ownership rights in any data created by any individual Institution described above.

a. Ownership. Each Member will own a pro-rata interest in all Project Property. Licensees shall have no ownership interest in the Project Property. Unless otherwise approved by the Board, all Project Property will be used solely in connection with the Project and with other academic and scholarly purposes of the Members and Licensee. Members or Licensees may not modify, transfer or encumber any Project Property within the context of the Project, but each will retain control of its own intellectual property.

b. Use of APIS Name. Members and Licensees will use the name “APIS” and any associated mark Project only in conformance with agreed standards. Each of the Members may use the name “APIS” and the associated marks to indicate the association of the Project with the institution.

c. Open Source Policy. It is the policy of APIS to produce open-source software and publish for free use by others its data structures and standards.

8. Termination/Withdrawal.

a. By Members. Subject to any restrictions imposed under any grant or other funding instrument, any Member Institution may withdraw from the Project (or convert to a licensing institution) following 30 days written notice to the Project Director and Technology Host.

b. By Licensees. Subject to the terms and conditions of the license agreement, Licensees may withdraw on 30 days’ notice, but withdrawal will not affect continued project use of data and images contributed up to that time.

c. Continuation Following Withdrawal. Upon withdrawal of any Member, the non-withdrawing parties may elect to continue the Project without the participation of the withdrawing party.

d. Dissolution. If the Board of Directors should decide by unanimous vote not to continue the Project, all assets of APIS shall be distributed to another non-profit entity with related purposes, to be chosen by the Board. In such a case, each Member will continue to hold all rights to its own intellectual property and will be free to use Project Property, subject to any rights of the other Members.

e. Conversion to Limited Liability Company (LLC). Upon conversion of the Consortium to an LLC, all rights in the Project Property will be transferred to the LLC at no charge. Any Member at the time of the conversion which does not wish to be a Member of the LLC, shall automatically be converted to a Licensee upon execution of the Project’s standard license agreement in effect at such time.

9. **Amendments to Bylaws.** Upon recommendation by the Executive Committee or by direct motion, these Bylaws may be amended by the vote of 2/3 of the Board of Directors. All recommended amendments shall be presented in writing to the Board no less than two weeks in advance of a scheduled meeting, and opportunity for comment and discussion at a meeting of the Board shall be provided before any amendment is adopted.

10. **Reservation of Rights in Member Institutions.** The Consortium understands that each of its Members is an educational and/or research institution, subject to certain laws and regulations and its own set of governing documents. Nothing in these Bylaws shall require or allow any Member or Member representative to take any action or make any commitment in conflict with such laws, regulations or documents. The Consortium understands that conversion to an LLC shall require the consent of an authorized officer of each Member and shall provide Members with such documents, information and assistance as may be requested in connection with such conversion.

11. **Limitation of Liability.** No Member shall be any liability for the actions of another member in connection with the Project or the Consortium.

12. **No Private Benefit.** The Consortium was organized to further the educational and research missions of its Member and Licensee institutions and is dedicated to that purpose. No resources of the Consortium shall be used for the private benefit of any individual or organization.

ELECTION TO PARTICIPATE AS APIS MEMBER

To: APIS Project Director

The institution named below hereby elects to participate as a "Member" of the APIS Consortium as described in the attached Bylaws, and understands that the APIS Project and rights and obligations of APIS Members will be governed by such Bylaws.

Name of Institution: _____

Authorizing Official: _____
Signature

Print Name: _____

Title: _____

Board of Directors representative: _____

Date: _____

RECEIVED:

APIS Project Director: _____
Signature

Print Name: _____

Date: _____