

BYLAWS

DPN BOARD OF TRUSTEES

These Bylaws (as amended from time to time in accordance with the terms hereof, the “**Bylaws**”) constitute the bylaws of the DPN Board of Trustees, which is responsible for the management of Digital Preservation Network, LLC, d/b/a DPN, a Delaware limited liability company (“**DPN**”).

Article I – Definitions

As used in these Bylaws, the following terms shall have the following meanings:

- 1.1. **Board** means the DPN Board of Trustees, the governing body of DPN that is established pursuant to Article VI of the DPN Limited Liability Company Agreement.
- 1.2. **DPN Board Resolution** means a resolution passed by the Board in accordance with the Bylaws.
- 1.3. **Bylaws** has the meaning given to it in the first paragraph, above.
- 1.4. **DPN** has the meaning given to it in the first paragraph, above.
- 1.5. **DPN LLC Agreement** means the Limited Liability Company Agreement of DPN, as amended from time to time.
- 1.6. **DPN Member** means any University, Consortia, Research or Education Network, Industry, or Affiliate that contributes annually to the DPN as billed and has executed a Deposit Agreement.
- 1.7. **DPN Membership Agreement** means the agreement signed by any DPN Member. Such agreement may be revised from time to time, which establishes the rights and duties of DPN Participants.
- 1.8. **DPN Service** means the evolving ecosystem supporting digitally enabled educational systems and collaborations provided by DPN or by third-party contractors in furtherance of the mission and purpose of DPN.
- 1.9. **Executive Director** means the person elected by the DPN Board to serve as the chief executive officer of DPN.
- 1.10. **Intellectual Property** means patents, patent rights and patent applications, rights in goodwill or to sue for passing off, inventions, copyrightable works in any format or medium (including rights in software whether in human or machine readable form), database rights, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trademarks, and the like that exist or come into existence in any jurisdiction in the world.
- 1.11. **Members’ Meeting** means the annual meeting of all DPN Members, organized and conducted by the Board.
- 1.12. **Operator** means a corporation, limited liability company or other entity selected by a majority vote of the Board to host selected DPN services pursuant to an Operating Agreement.
- 1.13. **Operating Agreement** means the agreement signed by the Board and the DPN

Operator, as such agreement may be revised from time to time, which sets forth the terms and conditions pursuant to which the Operator shall manage fiduciary and other selected services of DPN.

1.14. Service Provider means a Person selected by the Board or Operator to perform certain services for DPN, as detailed in a Service Agreement.

1.15. Service Agreement means an agreement between DPN and a Service Provider, as such agreement may be revised from time to time, which details the services that the Service Provider will perform for DPN

Article II – DPN

2.1. DPN was formed on January 3, 2017 as a Delaware limited liability company. University Corporation for Advanced Internet Development, Inc., d/b/a Internet2 is the sole member of DPN.

Article III – DPN Operator

3.1. Upon a Board Resolution, the Board will select a legally constituted company or organization to serve as the Operator.

3.2. The Operator shall operate at the direction of the Board and in accordance with the Operating Agreement, the Bylaws, and policies and procedures approved by the Board from time to time pursuant to Board Resolutions.

3.3. The Operator shall be appointed for a period of no less than twelve months unless the Operating Agreement is terminated earlier in accordance with its terms.

3.4. The Operator may assign staff to negotiate and execute, on behalf of DPN, Membership Agreements and business agreements with goods and service providers to the extent consistent with the Operating Agreement and the Bylaws.

Article IV – DPN Members

4.1. Universities, Colleges, Consortia, Research or Education Networks, Industry Partners, or Affiliates are eligible to become Members by executing a Membership Agreement and Deposit Agreement.

4.2. There shall be an annual Members' Meeting of all DPN Members during which the DPN Board shall inform the Members on the status of DPN.

Article V– DPN Board

5.1. The Board is the governing and administrative body for DPN, and has full power and authority to act on behalf of DPN and to oversee and manage the DPN Service according to the terms set forth in the DPN LLC Agreement and these Bylaws.

5.2. Responsibilities. The Board is responsible for financial and operational oversight, together with the overall policies and direction of DPN. In particular, it is authorized, and shall be responsible, pursuant to DPN Board Resolutions, to:

- 5.2.1.** Abide by Article VI of the LLC Agreement;
- 5.2.2.** Amend the DPN Bylaws;
- 5.2.3.** Designate or remove the DPN Operator(s), and negotiate amendments to the Operating Agreement;
- 5.2.4.** Direct the Operator to undertake actions on behalf of DPN;
- 5.2.5.** Appoint an Executive Director for DPN;
- 5.2.6.** Approve the DPN budget;
- 5.2.7.** Delegate authority from the Board to the Operator for specific actions;
- 5.2.8.** Approve all agreements for which the Operator does not have delegated authority;
- 5.2.9.** Approve external auditors as proposed by the Operator(s);
- 5.2.10.** Hire outside advisors (including attorneys) to provide expert assistance and/or conduct reviews of DPN activities;
- 5.2.11.** Set terms and timing for expansion of the Board; and
- 5.2.12.** Recommend dissolution of DPN in accordance with the LLC Agreement.

5.3. Board Meetings. The Board will meet, either in person or via virtual means, at least two (2) times per year. The Board shall endeavor to have at least one meeting per year in person. Additional meetings will be scheduled as needed.

5.4. DPN Board Membership.

5.4.1. The DPN Board will be structured as follows, not to exceed 17 members and having the following composition:

- Five (5) university member presidents/chancellors
- Five (5) university leaders drawn from leadership positions connected to libraries, IT, and research
- One (1) content industry representative
- Six (6) appointed representatives, selected to represent relevant expertise as determined by the Board, including financial, legal, constituent, or affiliate/agencies

5.4.2. The Board shall elect a Chair to serve for a term of two years from among the group of university presidents/chancellors on the Board. The Chair may be re-elected for subsequent terms.

5.4.3. The Board shall elect a Vice Chair to serve for a term of two years from

among the Board Members. The Vice Chair may be re-elected for subsequent terms.

- 5.4.4.** The Board will be comprised of persons as designated section in Appendix A. Subsequent changes of designated Board Members are subject to approval by the majority of the Board.
- 5.4.5.** The Board will establish a Nominations and Governance Committee to handle the board election and term rotation of the Board.
- 5.4.6.** Any Board Member may resign at any time by giving written notice, by first-class mail or email, of his or her resignation to the Chair of the Board, and such resignation shall take effect at the time specified therein, or, if not specified, at the time of its receipt.
- 5.4.7.** Board Members shall not receive any salaries for their services, and are expected to be able to claim reasonable travel expenses to attend in-person meetings from the Operator.
- 5.4.8.** Board Members must declare any personal financial interest in any item under discussion and must recuse themselves from meetings when business that concerns their personal interests or the interests of natural or legal persons close to them, is being dealt with.

5.5. Voting.

- 5.5.1.** Board Members may participate in any Board meetings, either in person, via telephone or via video-conference.
- 5.5.2.** At all Board meetings, a quorum of the Board consists of a majority of the total number of Board Members in office.
- 5.5.3.** A Board Resolution must be approved by a majority of the Board Members present at a Board meeting in order to take effect except for those acts expressly requiring a Supermajority as set forth below. In the case of a tie by the majority of the Board Members present, the Chair of the Board will cast the deciding vote.
- 5.5.4.** Each Board Member shall be entitled to one (1) vote on each matter submitted for vote.
- 5.5.5.** In order to pass, a resolution to dissolve DPN must be approved by a vote of a three-quarters majority of the Board Members, either in person or via telephone or video conference, at a meeting conducted according to the Bylaws.
- 5.5.6.** The following matters shall require the approval by a two-thirds majority of the Board Members:
 - 5.5.5.1.** Approval of the LLC Agreement.
 - 5.5.5.2** Vote for Dissolution or termination of DPN, or the merger, consolidation of the DPN or the sale of all or substantially all of the assets of the DPN.
 - 5.5.5.3** The amendment of these Bylaws.
- 5.5.7.** Board Members shall recuse themselves from voting on any item where an actual or apparent conflict of interest may arise in accordance with the DPN's conflict of interest policy, and the Board may adopt alternative methods for validating the

election results in the event the Chair is unable to cast a deciding vote.

Article VI – Officers

6.1. Officers. The officers of DPN shall be the Chair and Vice Chair of the DPN Board. Such other officers and assistant officers as deemed necessary may be elected or appointed by the Board. The duties of any such officers and assistant officers shall be fixed by the Board, and may be delegated to the Operator, to other Board Members, or to committees of the Board.

6.2. DPN Board Chair. The Board shall elect from among the group of university member presidents/chancellors a Chair to serve for a term of two years. The Chair may be re-elected for subsequent terms.

6.2.1. The duties of the Chair are to:

6.2.1.1. Prepare the agenda for the annual Members’ Meeting in consultation with the Vice Chair and the Executive Director;

6.2.1.2. Prepare the agenda for Board meetings and the annual Members’ meeting in consultation with the Vice Chair and the Executive Director;

6.2.1.3. Chair the Board meetings;

6.2.1.4. Schedule and call Board Elections;

6.2.1.5. Pursuant to and in accordance with applicable Board Resolutions, execute agreements on behalf of DPN, or delegate such functions another person; and

6.2.1.6. Delegate signature authority when unavailable to sign official DPN documents, contracts and agreements.

6.3. DPN Board Vice Chair. The Board shall elect from among the Board Members a Vice Chair to serve for a term of two years. The Vice Chair may be re-elected for subsequent terms. The Vice Chair will perform all duties and exercise all powers of the Chair when the Chair is absent or is otherwise unable to act. The Vice Chair will perform any other duties that may be prescribed by the Board.

6.4. Executive Director. The DPN Board shall select an Executive Director to act as the chief executive officer for DPN. The Executive Director shall be a non-voting, ex-officio member of the DPN Board.

Article VII: Conflict of Interest Policy

7.1 The DPN Board will be required to abide by the “Conflict of Interest Policy” set forth in Exhibit A of the LLC Agreement.

Article VIII: Amendments

8.1. The Bylaws and the DPN Operating Agreement may be amended, in whole or in part, by a [two-thirds majority] vote of the total number of Board Members then serving (*i.e.*, not just two-thirds of the Board Members at a meeting in which a quorum is present), except as otherwise specified for special circumstances in these Bylaws or provided by law. Amendments may be proposed by any Board Member. The Board shall circulate the proposed amendment to all Board Members at least thirty (30) days prior to vote. In addition, all amendments must be discussed, at the latest, at the Board meeting immediately preceding the meeting at which the amendments are voted on by the DPN Board.

October 10, 2016

(Date)

As Amended by the DPN Board on:

(Date)

APPENDIX A

The Board members as of the adoption of these Bylaws are as follows:

- Michael A. McRobbie *Indiana University | President • Digital Preservation Network | Board Chair*
- Gene Block *University of California at Los Angeles | Chancellor*
- Dan Cohen *Digital Public Library of America | Founding Executive Director*
- Bradley Englert *The University of Texas at Austin | Chief Information Officer*
- John Evans *Evans Telecommunications Company | Chairman and CEO*
- Mike Furlough *HathiTrust Digital Library | Executive Director*
- Bernadette Gray-Little *University of Kansas | Chancellor*
- James Hilton *University of Michigan | University Librarian and Dean of Libraries*
- Damon Jaggars *The Ohio State University | Vice Provost and Director of University Libraries*
- Carol Mandel *New York University | Dean, Division of Libraries*
- Abby Smith Rumsey *Digital Preservation Network | Advisor*
- Brian Schottlaender *University of California, San Diego | University Librarian*
- Bob Schwarzwaldner *Stanford University Libraries | Associate University Librarian and Director of Library Technologies*
- Dan Stanzione *Texas Advanced Computing Center | Executive Director*
- Winston Tabb *The Johns Hopkins University | Dean of University Librarians and Museums*
- Satish Tripathi *University at Buffalo, SUNY | President*