



Bylaws

for

The International Association of Microsoft Channel Partners

ARTICLE I

GENERAL PROVISIONS

Section 1. Name:

- 1.1 The name of this organization is the International Association of Microsoft Channel Partners (herein referred to as "The Association" or "Association").
- 1.2 Chapters shall be named IAMCP – Locale, where Locale is the name of the Region, Nation, Country, or Territory the Board serves. For example, the United States National Board would be IAMCP – United States.

Section 2. Objectives: The objectives of The Association shall be the following:

- 2.1 To promote business development and partnering among its members.
- 2.2 To cooperate with Microsoft Corporation and other business entities and organized groups in the field of software development, IT consulting, systems integration and IT training; to develop and conduct educational programs.
- 2.3 To assist Members by facilitating the dissemination of technical information, marketing assistance and professional development.
- 2.4 To provide a forum for discussion of business and technical issues related to the software industry; to enable networking and partnering between and among each other and to facilitate communications with Microsoft Corporation and other related business entities and organized groups.
- 2.5 To conduct meetings, seminars, conferences, educational courses, conventions and otherwise operate in a manner consistent with achieving the objectives set out in Section 2.
- 2.6 To formulate a Code of Professional Ethics and Standards of Professional Practice to which we expect our members to adhere.
- 2.7 To take any and all actions, approved by three-fourths [3/4] of the IAMCP Board of Directors, that:
 - 2.7.1 are commensurate with our collective non-profit status as determined by the taxing authority of those Association entities that have independent non-profit status, and
 - 2.7.1 2.7.2 promotes and protects the best interests of our members, and
 - 2.7.1 2.7.3 are deemed beneficial to the Association

to represent our Members singularly, in toto, or in any subset thereof, before any outside individual, group or body whether private, executive, legislative, or judicial and in any format whether in person, in print, by voice, or on video.

Section 3. Headquarters and Registered Office: The headquarters of this organization shall be subject to lawful change by the Board of Directors. The legally registered office of the International Association of Microsoft Channel Partners shall be maintained as approved by the Board of Directors.

Section 4. Fiscal Year: The fiscal year of The Association shall be the calendar year.

Section 5. Name, Trade Mark and Emblem/Logo: The emblem/logo, an impression of which is affixed, is adopted and declared to be the emblem/logo of The Association. The Name "International Association of Microsoft Channel Partners", "IAMCP", any associated Trade Marks, and the Association Emblem/Logo shall be used only by The Association and its licensees. Such use shall be in such manner as prescribed by the Board of Directors through the Licensing Agreement. The license to use the Name, Trade Marks, and/or the Emblem/Logo may be revoked by the Board of Directors for any violation of the Bylaws, Regulations, Code of Ethics and Professional Conduct, or the Licensing Agreement.

Section 6. Interpretation of the Bylaws: In case of any doubt or ambiguity in the interpretation of a bylaw or any provision thereof, the Board of Directors proceeding in accordance with Robert's Rules of Order (latest version) shall have the right to determine the same and the Board of Directors' decision shall be final.

Section 7. Limitation of Liability: No Officer or Member of The Association shall commit to any expenditure in excess of funds of The Association in the hands of the Treasurer of The Association, unless the Board of Directors shall first have approved such expenditure or commitment.

ARTICLE II

ASSOCIATION ORGANIZATION

Section 1. The International or Tier One Level:

1.1 International or Tier One Board Composition.

- 1.1.1 The Tier One Board will consist of one representative from each Tier Two Board [each representative must have previous board experience]. These representatives would elect from their congress four officers, President, Vice President, Secretary, and Treasurer to lead the body. The President would then appoint Committee Chairs who would then select Committee members. Committee Chairs and Committee Members need not be voting members of the Board appointing them. The election of President and Vice President is to be regulated in a policy to be adopted by the Tier One Board.
- 1.1.2 The Tier One Board may, for the orderly and efficient conduct of Board business, create and fill additional Board seats. These seats shall be filled with one appointee from each Tier Two Board, in round robin fashion, with the first seat filled by an appointee from the Tier Two with the most members and proceeding, in decreasing order of membership, until all the Tier Two Boards have had an appointee selected. Should additional seats remain open, the selection will continue once again starting with most populous to least populous until all seats are filled. Should the vacancies be filled prior to a complete rotation through the Tier Two Boards, the next available seat will be filled by an appointee from that Tier Two that had been next in line during the previous selection.
- 1.1.3 While it is their right, Tier Two Boards are not required to appoint a representative to the Tier One Board. If they are unable or otherwise desire not to, they may forfeit their right to seat a representative for that Board term. Such forfeited seats may be filled by the current Tier One Board President with the majority approval of the current Tier One Directors. Failure to appoint a representative for a particular seating will not affect the Tier Two Board's absolute right to representation should additional seats become open in the same Board term or for seating in new terms.
- 1.1.4 Should it be determined by three-fourths vote of the Tier One Board of Directors that an individual Director is not, for whatever reason, fulfilling their obligations as a Director, the President of the Board may request a replacement representative from the appropriate Tier Two Board. Directors appointed under Article II Section 1.1.3 can be removed immediately by three-fourths vote of the Tier One Board and a request made to the Tier Two for a replacement.
- 1.1.5 The Tier One Board may implement term limit restrictions on Board membership as may be set forth in a policy adopted by the Tier One Board.

1.2 International or Tier One Board Responsibilities. The International Board is responsible for:

- 1.2.1 Sponsorship revenue generation and collection for activities that span multiple Tier Two areas of responsibility
- 1.2.2 Aiding Tier Two Boards with new Tier Three chapter development
- 1.2.3 Representing the Association at all Microsoft Worldwide Partner Conferences each year.

- 1.2.4 Fostering business development across their membership base providing a global spread of business partnership.

1.3 International or Tier One Board Financials.

- 1.3.1 The Tier One Board will not charge nor collect membership dues from member companies or individuals or the lower tier boards. The one exception is in the absence of a Tier Two Board the Tier One Board will act as a Tier Two proxy empowered to collect dues and expend funds in support of the local chapter. Unobligated funds would be held until the Tier Two is established at which point those funds become the 'startup' money for the new Tier Two board.
- 1.3.2 The Tier One would maintain its own banking accounts separate from all other boards. It would not have any claim on or authority over a subordinate board's account except in the case of a Tier Two board's dissolution. In that case, any existing monies would be transferred to the Tier One board to be held as Tier Two startup money for up to a period of six months. If a restart does not occur within that period, the monies may be reclaimed as Tier One general funds.
- 1.3.3 The Tier One Board may solicit and be responsible for sponsorships that impact Association Members across multiple Tier Two jurisdictions. Sponsorships that impact Association Members within a single Tier Two area will be the sole responsibility of the impacted Tier Two.
- 1.3.4 The Tier One Board, with the approval of the Tier Two Boards, may request annual operational funding support from the Tier Two Boards. This would be paid in installments of a mutually agreed periodicity but at least every six (6) months. This payment may reflect a portion of the membership dues collected for those members residing in that particular Tier Two's geographical area of responsibility that have either joined the Association or renewed their membership during the above mentioned mutually agreed period. This payment shall not be less than US\$1 per applicable member and not greater than the amount mutually agreed by the Tier One and Tier Two Boards. Any amounts remitted to the Tier One Board for Annual Trademark and Licensing fee will be deducted from amounts payable by that Tier Two as annual operation funding support.

1.4 Association Trade Marks, Logo and other Marks.

- 1.4.1 The IAMCP name, logo, and other associated marks are the property of the Association. It shall require the Tier Two Boards to pay it an annual Name and Trademark Licensing Fee of US\$1 per member, for those members residing in that particular Tier Two's geographical area of responsibility that have either joined the Association or renewed their membership during that annual period.
- 1.4.2 The Tier One Board may license Tier Two Boards once they have demonstrated sufficient membership strength in their nation/region to create a Tier Two Board of Directors capable of running the Board. Generally, this requirement will be considered met when:
- sufficient National or Regional membership exists that is geographically distributed such that having a single chapter for all members of the Nation or Region is impractical, and
 - the four (4) Officer positions, President, Vice President, Secretary, and Treasurer are filled with appropriately qualified volunteers.
 - the Tier Two Steering Committee or Board of Directors has been in place for at least 3 months time
- 1.4.3 The Tier One board, through the licensing agreement, shall require sufficient bylaws, structure, operations, and standards of conduct and ethics requirements on the Tier Two board to ensure their activities reflect positively on both the mission and the character of the IAMCP as a whole.

- 1.4.4 Should the Tier One board feel that a Tier Two is not meeting their obligations under the Licensing Agreement it may, by vote of three fourths of the Board of Directors, revoke the Tier Two charter and ban them from using the IAMCP name and logo.
- 1.4.5 The annual Name and Trademark Licensing Fee will be paid in installments of a mutually agreed periodicity but at least every six (6) months.
- 1.5 All other duties and powers not specifically delegated to the Tier One Board devolve to the Tier Two Boards.

Section 2. The Regional/National or Tier Two Level:

2.1 Regional/National or Tier Two Board Composition.

- 2.1.1 Tier Two Boards would consist of one representative from each of their Tier Three Boards [each representative must have previous board experience]. These representatives would elect from their congress four officers, President, Vice President, Secretary, and Treasurer to lead the body. The President would then appoint Committee Chairs who would then select Committee members. Committee Chairs and Members need not be voting members of the Board appointing them.
- 2.1.2 The Tier Two Boards may, for the orderly and efficient conduct of Board business, create and fill additional Board seats. These seats shall be filled with one appointee from each Tier Three Board, in round robin fashion, with the first seat filled by an appointee from the Tier Three with the most members and proceeding, in decreasing order of membership, until all the Tier Three Boards have had an appointee selected. Should additional seats remain open, the selection will continue once again starting with most populous to least populous until all seats are filled. Should the vacancies be filled prior to a complete rotation through the Tier Three Boards, the next available seat will be filled by an appointee from that Tier Three that had been next in line during the previous selection.
- 2.1.3 While it is their right, Tier Three Boards are not required to appoint a representative to their Tier Two Board. If they are unable or otherwise desire not to, they may forfeit their right to seat a representative for that Board term. Such forfeited seats may be filled by the current Tier Two Board President with the majority approval of the current Tier Two Directors. Failure to appoint a representative for a particular seating will not affect the Tier Three Board's absolute right to representation should additional seats become open in the same Board term or for seating in new terms.
- 2.1.4 Should it be determined by three-fourths vote of the Tier Two Board of Directors that an individual Tier Three representative is not, for whatever reason, fulfilling their obligations as a Director, the President of the Tier Two Board may request a replacement representative from Tier Three. Directors appointed under Article II Section 2.1.3 can be removed immediately by three-fourths vote of the Tier Two Board and a request made to the Tier Three for a replacement.
- 2.1.5 While it is their right, Tier Two Boards are not required to appoint a representative to the Tier One Board. If they are unable or otherwise desire not to, they may forfeit their right to seat a representative for that Board term. Such forfeited seats may be filled by the current Tier One Board President with the majority approval of the current Tier One Directors. Failure to appoint a representative for a particular seating will not affect the Tier Two Board's absolute right to representation should additional seats become open in the same Board term or for seating in new terms.

- 2.1.6 Should it be determined by three-fourths vote of the Tier One Board of Directors that an individual Tier Two representative is not, for whatever reason, fulfilling their obligations as a Director, the President of the Tier One Board may request a replacement representative from Tier Two. Directors appointed under Article II Section 1.1.3 can be removed immediately by three-fourths vote of the Tier One Board and a request made to the Tier Two for a replacement.

2.2 Regional/National or Tier Two Board Responsibilities. A Regional/National Board is responsible for:

- 2.2.1 All membership and sponsorship revenue generation and collection for activities that span multiple Tier Three areas of responsibility.
- 2.2.2 Developing new chapters in their geography and facilitating their successful growth and interaction with Microsoft at the corresponding subsidiary level.
- 2.2.3 Fostering business development across their membership base providing a national or continental spread of business partnership.
- 2.2.4 Accounting and activity reporting functions for their tax reporting purposes. Regular activity reports may be filed with the International Board for publication or maintenance as historical record.

2.3 Regional/National or Tier Two Board Financials.

- 2.3.1 All powers to charge and collect Association membership dues reside with the National or Regional Boards. These Boards will set dues appropriate to their specific economies. Association dues will *not* be paid to the International or Tier One Board.
- 2.3.2 Tier Two boards would retain bank accounts that are separate from Tier One and Tier Three accounts. They would not have any claim on or authority over a superior or subordinate board's account except in the case of a Tier Three board's dissolution. In that case, any existing monies would be transferred to the Tier Two board to be held as Tier Three startup money for up to a period of six months. If a restart does not occur within that period, the monies may be reclaimed as Tier Two general funds.
- 2.3.3 The Tier Two Board may solicit and be responsible for sponsorships that impact Association Members within a single Tier Two jurisdiction. Sponsorships that impact Association Members within a single Tier Three area will be the sole responsibility of the impacted Tier Three.
- 2.3.4 The Tier One Board, with the approval of the Tier Two Boards, may request annual operational funding support from the Tier Two Boards. This would be paid in installments of a mutually agreed periodicity but at least every six (6) months. This payment may reflect a portion of the membership dues collected for those members residing in that particular Tier Two's geographical area of responsibility that have either joined the Association or renewed their membership during the above mentioned mutually agreed period. This payment shall not be less than US\$1 per applicable member and not greater than the amount mutually agreed by the Tier One and Tier Two Boards. Any amounts remitted to the Tier One Board for Annual Trademark and Licensing fee will be deducted from amounts payable by that Tier Two as annual operation funding support.

2.4 Association Trade Marks, Logo and other Marks.

2.4.1 Tier One to Tier Two Licensing

- 2.4.1.1 The IAMCP name, logo, and other associated marks are the property of the Association. The Tier Two Board shall pay the Tier One Board an annual Name and Trademark Licensing Fee of US\$1 per member, for those members residing in that particular Tier Two's geographical area of responsibility that have either joined the Association or renewed their membership during that annual period.
- 2.4.1.2 Tier Two Boards are eligible for licensing by the Tier One Board once a Nation or Region has:
- sufficient geographically distributed National or Regional membership such that having a single chapter for all members of the Nation or Region is impractical, and
 - the four (4) Officer positions, President, Vice President, Secretary, and Treasurer are filled with appropriately qualified volunteers.
- 2.4.1.3 Tier One, through the licensing agreement, shall require sufficient bylaws, structure, operations, and standards of conduct and ethics requirements on the Tier Two Board to ensure their activities reflect positively on both the mission and the character of the IAMCP as a whole.
- 2.4.1.4 Should the Tier One Board feel that a Tier Two is not meeting their obligations under the License Agreement it may, by vote of three-fourths of the Board of Directors, revoke the Tier Two charter and ban them from using the IAMCP name and logo.
- 2.4.1.5 The annual Name and Trademark Licensing Fee will be paid in installments of a mutually agreed periodicity but at least every six (6) months.

2.4.2 Tier Two to Tier Three Licensing

- 2.4.2.1 The IAMCP name, logo, and other associated marks are licensed by the Tier Two from the Association.
- 2.4.2.2 Tier Two Boards may license the IAMCP name, logo, and other associated marks to their Tier Three Boards. The Tier Two Boards also have the option to require the Tier Three boards to pay a US\$1.00 name and trademark licensing fee to them.
- 2.4.2.3 A Tier Two Board may license Tier Three Boards in their nation or region once they have:
- sufficient membership strength in their country/territory to create a Tier Three Board of Directors capable of running the Board, and
 - the four (4) Officer positions, President, Vice President, Secretary, and Treasurer are filled with appropriately qualified volunteers.
- 2.4.2.4 The Tier Two Board, through the licensing agreement, shall require any such bylaws, structure, operations, and standards of conduct and ethics requirements on the Tier Three boards that Tier One required of them. Additionally, they may require other such practices, specific to their nation or region, to ensure their Tier Three board activities reflect positively on both the mission and the character of the IAMCP as a whole.
- 2.4.2.5 Should the Tier One or Tier Two board feel that a Tier Three is not meeting their obligations under the Licensing Agreement it may, by vote of three-fourths of the Directors of either Board, revoke the Tier Three charter and ban them from using the IAMCP name and logo.
- 2.4.2.6 The annual US\$1.00 licensing fee will be invoiced annually by the Tier Two Board by December 31 of each year for the following year.
- 2.5 All other duties and powers would devolve to the Tier Three Country or Territorial Boards.

Section 3. The Country/Territorial or Tier Three Level:

3.1 Country/Territorial or Tier Three Board Composition.

- 3.1.1 The Tier Three Country or Territory Boards are chapters where member interaction facilitates business in the local community. A local community may be thought of as the geographic area served by the corresponding Microsoft office or some subset thereof.
- 3.1.2 Tier Three Boards would consist of directly elected representatives from the local membership base. This includes the four officers: President, Vice President, Secretary, and Treasurer. The President would then appoint Committee Chairs who would then select Committee members. Committee Chairs and Members need not be voting members of the Board appointing them.
- 3.1.3 While it is their right, Tier Three Boards are not required to appoint a representative to their Tier Two Board. If they are unable or otherwise desire not to, they may forfeit their right to seat a representative for that Board term. Such forfeited seats may be filled by the current Tier Two Board President with the majority approval of the current Tier Two Directors. Failure to appoint a representative for a particular seating will not affect the Tier Three Board's absolute right to representation should additional seats become open in the same Board term or for seating in new terms.
- 3.1.4 Should it be determined by three-fourths vote of the Tier Two Board of Directors that an individual Tier Three representative is not, for whatever reason, fulfilling their obligations as a Director, the President of the Tier Two Board may request a replacement representative from Tier Three. Directors appointed under Article II Section 3.1.3 can be removed immediately by three-fourths vote of the Tier Two Board and a request made to the Tier Three for a replacement.

3.2 Country/Territorial or Tier Three Board Responsibilities. A Country/Territorial Board is responsible for:

- 3.2.1 Recruiting new members in their geography and may assist the National or Regional Board in developing new chapters in their area. They are the focal point for facilitating successful growth and interaction with Microsoft locally.
- 3.2.2 Soliciting local sponsors to support local events and activities within the Tier Two defined sponsorship activity guidelines.
- 3.2.3 Developing new members in their geography and facilitating their successful interaction with Microsoft at the corresponding district level.
- 3.2.4 Fostering business development across their membership base providing a local spread of business partnership.
- 3.2.5 Making regular financial reports and activity reports to their National or Regional Treasurer and Secretary. They are responsible for assisting in the completion of any required tax and other legal paperwork to maintain their non-profit status. They may publish monthly activity reports/newsletters and shall retain historical financial and activity records.

3.3 Regional/National or Tier Three Board Financials.

- 3.3.1 Tier Three Boards may charge and collect local membership dues appropriate to their specific economies. Local membership dues are charged and collected in addition to the organizational membership dues paid to their National or Regional Board.
- 3.3.2 Tier Three Boards would retain bank accounts that are separate from Tier One and Tier Two accounts. They would not have any claim on or authority over a superior board's account. In the case of their dissolution, any existing monies would be transferred to their Tier Two Board.

3.4 Association Trade Marks, Logo and other Marks.

- 3.4.1 The IAMCP name, logo, and other associated marks are the property of the Association licensed to the Tier Two boards. Tier Three boards shall be required to pay a name and trademark licensing fee to the Tier Two Board.
- 3.4.2 Tier Three Boards are eligible for licensing by the appropriate Tier Two Board once they have:
 - sufficient membership strength in their country/territory to create a Tier Three Board of Directors capable of running the Board, and
 - the four (4) Officer positions, President, Vice President, Secretary, and Treasurer are filled with appropriately qualified volunteers.
- 3.4.3 The Tier Two Board, through the licensing agreement, shall require sufficient bylaws, structure, operations, and standards of conduct and ethics requirements on the Tier Three Board to ensure their activities reflect positively on both the mission and the character of the IAMCP as a whole.
- 3.4.4 Should the Tier One or Two Board feel that a Tier Three is not meeting their obligations under the Licensing Agreement, it may, by vote of three-fourths of the Directors of either Board revoke the Tier Three charter and ban them from using the IAMCP name and logo.
- 3.4.5 The annual US\$1.00 licensing fee will be invoiced by the Tier Two Board by December 31 of each year for the following year.

ARTICLE III

MEMBERSHIP

Section 1. Admission to Membership: The categories of membership are to be created by the Tier Two Boards and reported up to the Tier One Board. The Tier Two Boards are responsible for setting their own membership fees. In addition to the categories of membership created by the Tier Two Boards, there is also a Lifetime Member category as described below.

1.1 Lifetime Member.

- a. A Member who has served as President of the Association Tier One Board of Directors, shall upon completion of his/her term of office, immediately be classified as a Lifetime Member of the Association for the membership category they were in.
- b. Tier Two Boards may, at their discretion, appoint a Member as a Lifetime Member of the Association, in the membership category they were in, according to criteria established by that Tier Two.
- c. In addition, the Nominating Committee of the Board of Directors may from time to time designate a company or an individual as a Lifetime Member of The Association in order to recognize them for special service and dedication to the Association. The nominations for the Lifetime Members will be made annually. Nominations for Lifetime Members must be approved by a majority vote of the Board of Directors, and must be approved by the Membership, in accordance with these By-laws.
- d. Lifetime Members shall not be required to meet certification/participation or employment requirements of the Tier Two membership categories, but must continue to adhere to the Code of Ethics of the Association and all other Bylaws and Regulations of the Association.
- e. Lifetime Members shall not be required to pay any Association membership dues.
- f. Lifetime Members shall have the full privileges and voting rights (if any) of their Association membership category.

Section 2. Qualification for Membership: A candidate for Membership must demonstrate that they meet the requirements, detailed by the Tier 2 Boards, of the membership category they wish to join. All except Lifetime Members, must continue to meet such certification, participation or employment requirements as listed. Additionally, all membership categories must execute and adhere to a Non-Disclosure Agreement approved by Microsoft Corporation and the Association.

Section 3. Evidence of Membership:

3.1 Evidence of Membership: Each membership category shall receive a membership certificate issued by The Association. Membership certificates, emblems and other evidences of membership shall remain the permanent property of The Association and shall promptly be returned to The Association if the membership of the individual to whom they were issued is suspended or terminated for any reason.

3.2 Use of Name, Trade Marks, and Emblem/Logo: Licensees of The Association may use the Name, Trade Marks, and Emblem/Logo according to their Licensing Agreement with the Association or its appropriately authorized sub-Licensees.

3.3 Remedies of The Association: If a Licensee, whether Chapter or member company or individual, fails to comply with the provisions of these Bylaws, Regulations, or the Licensing Agreement of The Association relating to the use of The Association's Name, Trade Marks, or Emblem/Logo, or fails to return evidences of membership when required, the Board of Directors may, at its discretion, exercise the rights and remedies provided by these Bylaws

and by the Regulations of The Association or the rights and remedies provided by law, or both.

Section 4. Resignation, Suspension and Termination of Membership:

4.1 Resignation: A member of The Association shall be entitled to resign from membership upon submission of said resignation in writing to the Business Office of the Association.

4.2 Termination of Membership for Nonpayment of Dues: Each Member who fails to pay dues or other indebtedness to the Association within ninety (90) days after the same becomes due shall automatically be terminated from the rights and privileges of membership.

4.3 Expulsion for Disciplinary Reasons: The Board of Directors shall have the right to expel a Member for disciplinary reasons in accordance with the procedural rules set forth in the Regulations relating to disciplinary procedures established by the Board of Directors pursuant to section 1.1 of Article 11 of these Bylaws.

4.4 Readmission to Membership:

(a) If a company's or individual's membership has been terminated they may not submit an application to the Membership Committee requesting association membership. Such company or individual will not be allowed to affiliate with the association without unanimous consent of the Association Board of Directors.

(b) If an individual has resigned from membership, such individual may submit a formal application to the Membership Committee requesting readmission to membership. The Membership Committee shall process the request and report it's finding to the Board of Directors.

ARTICLE IV

OBLIGATIONS OF MEMBERS AND CANDIDATES

Section 1. General Obligations

1.1 Conduct of Professional Activities: It shall be the duty of each member company or individual to conduct their professional activities in a manner that will reflect credit upon them, the Association and other Information Technology industry professionals.

1.2 Cooperation with the Association: It shall be the duty of each member company or individual to cooperate with the Association, its directors, officers and committees in all matters relating to the official activities of the Association including but not limited to the following:

- (a) Investigation and review of all testimony as to value, damages or benefits in a judicial proceeding or any other public hearing;
- (b) Investigation of conduct that may be in violation of the Association's Code of Professional Ethics or the Associations Standards of Professional Practice.
- (c) Disciplinary proceedings taken pursuant to the Regulation relating to disciplinary procedures established by the Board of Directors pursuant to Section 1.1 of Article 10 of these Bylaws.
- (d) Admission to membership, retirement from active membership and readmission to membership.

Section 2. Waiver

2.1 Waiver of Claims: Each member company or individual shall irrevocably waive any claims or causes of action that such may have at any time against the Association, the Board of Directors individually or as a whole, the officers and committees of the Association, all officials and employees of the Association and all member companies or individuals and other persons cooperating with the Association in its official activities, arising out of or in connection with any act or failure to act by any for all of them in connection with the official activities of the Association.

The Board of Directors or Committee Chairs may require all to execute and deliver to the Association a written waiver of claim in connection with any application or request made by a member company or individual and directed to the Association or any of its officers or committees. In addition, the Board of Directors may at any time require each member company or individual to execute a written waiver of claim in such form as may be required to carry out the purpose and intent of this Bylaw.

ARTICLE V

INDEMNIFICATION

Section 1. When Indemnification is Required, Permitted and Prohibited:

- 1.1 The Association will indemnify a director, officer, committee member, employee or agent of the Association who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes anyone who has either been elected to an Association position or is serving at the request of the appropriate Association board of directors as a director, officer, committee member, employee, or other volunteer. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified on if he or she had no reasonable cause to believe that the conduct was unlawful. The Association will not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue or matter if a court of competent jurisdiction has adjudged the person liable and all appeals have been exhausted.
- 1.2 The termination of a proceeding by judgement, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.
- 1.3 The Association will pay or reimburse expenses incurred by a director, officer, committee member, employee or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.
- 1.4 In addition to the situations otherwise described in this paragraph, the Association may indemnify a director, officer, committee member, member, employee or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Article III, paragraph 2.1 above.
- 1.5 The Association may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there may have been no final disposition of the proceeding. Advancement of the expenses may only occur when the procedural conditions specified in paragraph 2.3 below, have been satisfied. Furthermore, the Association will never advance expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or one or more members; or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.
- 1.6 If the Association may indemnify a person under the bylaws, the person may be indemnified against judgement, penalties, including excise and similar taxes, fines, settlements and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 2. Procedures Relating to Indemnification Payments:

- 2.1 Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 2.3 below. The Association may make these determinations and decisions by any one of the following procedures:
 - 2.1.1 Majority vote of a quorum consisting of directors who, at the time of the vote are not named defendants or respondents in the proceeding.
 - 2.1.2 If such a quorum cannot be obtained, by a majority vote of a committee of the Board designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
 - 2.1.3 Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 2.1.1 or 2.1.2 or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.
 - 2.1.4 Majority vote of members, excluding members who are normal defendants or respondents in the proceeding.
- 2.2 The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel makes the determination that indemnification is permissible, authorization and indemnification of reasonableness of expenses shall be made in the same manner specified by paragraph 2.1.3 above, governing the selection of special legal counsel. A provision contained in the bylaws or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 1.1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.
- 2.3 The Association will advance expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under paragraph 2.1 above.

In addition to this determination, the Association may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

- 2.4 Any indemnification or advance of expenses will be reported in writing to the Association's members. The report will be made with or before waiver of notice of the next membership meeting or with or before the next submission to members of consent to action without meeting. In any case, the report will be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE VI

FEES, DUES AND ASSESSMENTS

Section 1. Membership Dues

1.1 Dues of Active Members: In each calendar year, a Tier Two Board of Directors may, by a majority vote of the members of the Board of Directors present and voting at a quorum meeting and without prior notice to the membership, fix the amount of the annual dues of member companies and individuals for the succeeding calendar year, provided, however, that the amount of the annual dues fixed for such classification of membership shall not reflect an increase of more than twenty-five percent (25%) of the amount of dues fixed for such classification of membership for the current calendar year.

In each calendar year, a Tier Two Board of Directors may, by a two-thirds vote of the members of the Board of Directors present and voting at a quorum meeting fix the amount of the annual dues of member companies and individuals for the succeeding calendar year in an amount that reflects an increase which is more than twenty-five percent (25%) of the amount of dues fixed for such classification of membership in the current calendar year provided, however that written notice of the intention to consider a dues increase in such amount has been given to all the Tier Two member companies and individuals not less than thirty-six (36) days prior to the meeting of the Board of Directors at which such dues increase is to be considered.

1.2 Payment of Dues: Payment of Association dues shall be made directly from the member company or individual to the appropriate Tier Two administrative office. Payment by check, money order, cashier's check, or credit card is the only acceptable form of payment.

In the event that a chapter wishes to charge and collect local membership dues, it is entitled to do so if approved by a majority vote of the chapter's board of directors at a chapter board meeting where a quorum is present. Chapters that process their own dues payments must meet the following requirements:

- 1) The chapter must receive written acknowledgement that a potential local member's Association membership is current from the appropriate Tier Two administration office. This acknowledgement can be delivered by letter, email, fax, or via a database.
- 2) The chapter must notify the office of its intentions to collect membership dues within 30 days of the chapter board's approval of such action
- 3) The chapter treasurer will forward all of the relevant member information, along with the current Association portion of the membership dues collected within 30 days of receipt of such items by the chapter treasurer
- 4) The chapter treasurer will forward a full set of audited financial statements to The Association's office no later than January 30 of each year.

1.3 When Payable: Dues for each year are payable thirty days after membership application or membership renewal.

1.4 *Dues for Lifetime Members:* A Lifetime Member and Past President shall not be required to pay membership dues or assessments to the Association.

1.5 *Charge for Emblem and Certificate:* No fee shall be charged for the initial awarding of the membership certificate; but a charge shall be made to cover the cost of replacing any certificate or membership card that may be lost or destroyed.

ARTICLE VII

GOVERNMENT

Section 1. Board of Directors:

1.1 Exercise of Powers: The government of the Association shall be vested in a multi-tiered Board of Directors, which shall exercise all of the powers of the Association subject to these Bylaws.

1.2 Composition and Term of the Board of Directors: The Board of Directors shall have at least eight (8) members plus the Association immediate Past President. Directors shall be appointed in accordance with Article II Section 1 to one year terms.

The incoming Board shall take their seats on January 1.

The current President of the Association may serve up to a maximum of three (3) consecutive or non-consecutive terms provided the following conditions are met:

1. The President agrees to serve for an additional term in its entirety
2. The Board of Directors approves such additional term(s) as follows:
 - i. that the Secretary acknowledges and certifies eligibility of the candidate
 - ii. via a 2/3 majority vote to allow the current President to serve for a second consecutive term,
 - iii. via a ¾ majority vote to allow the current President to serve a third consecutive term,

Under no circumstances is any individual allowed to serve for more than three (3) terms, consecutive or non-consecutive, as President of the Board of Directors.

1.3 Privilege of Proxy: Any member of the Board of Directors who is unable to attend a regularly called meeting of the Board of Directors or such committee, may designate in writing some other Member to attend the meeting of the Board of Directors or the committee from which such member is to be absent, and the designated substitute shall have the right to attend the meeting of the Board of Directors or committee and act in the place of the member. Such designee is not entitled to exercise the missing Director's voting rights.

1.4 Meetings: The Board of Directors shall meet not less than four times per year at times and places determined by the Board of Directors. Special meetings of the Board of Directors shall be held at such times and places as may be called by the President on written notice to all members of the Board of Directors at least fourteen (14) days prior to the time at which the meeting is to be held. Notice is considered complete when notice is emailed, mailed or faxed and received.

1.5 Attendance Required: Should any member of the Board of Directors fail to attend more than two consecutive regularly called meetings of the Board of Directors without excuse deemed valid by it, such member's membership on the Board of Directors shall be forfeited and the Board of Directors shall appoint a successor according to Article II Section 1.1 who shall serve the remainder of the term.

1.6 Contractual Obligations: The Board of Directors of the Association may, from time to time, by a majority vote of the members of the Board of Directors present and voting at a quorum

meeting and without prior notice to the membership, ratify or approve a contract or authorize the officers of the Association to enter into a contract obliging the Association to pay a sum of money that is less than the aggregate amount of the cash receipts less chapter dues reimbursement collected by the Association for the prior calendar year.

The Board of Directors of the Association may, from time to time, by a two-thirds vote of the members of the Board of Directors present and voting at a quorum meeting, ratify or approve a contract or authorize the officers of the Association to enter into a contract obligating the Association to pay a sum of money that is equal to or in excess of the aggregate amount of the cash receipts less chapter dues reimbursement collected by the Association in the prior calendar year, provided, however, that written notice of the intention to consider such contract or contractual obligation has been given to all members of the Association not less than thirty-six (36) days prior to the meeting of the Board of Directors at which such contract or contractual obligation is to be considered.

Section 2. Officers of the Association:

2.1 Duties of the President: The president shall be the chief officer of the Association and shall preside at all of its meetings and at all the meetings of the Board of Directors. Between sessions, the President shall have the authority to represent the Association and to act in its name subject to approval of the Board of Directors and its declared policies. The President shall appoint all committees unless otherwise provided in these Bylaws. The President shall perform all other duties usual to such office.

2.2 Duties of the Vice President: The Vice President shall act as the representative of the President in such matters as the President may assign to the position and shall perform the duties of the President in the event of the President's absence or disability.

2.3 Duties of the Treasurer: All funds of the Association, including any special funds contributed to it by its Members or others shall be deposited in the treasury of the Association and shall be segregated for the use of the Association. The Treasurer shall make due accounting to the Board of Directors of the Association at least once each year, or as requested by the President.

2.4 Duties of the Secretary: The Secretary shall keep an accurate record of the proceedings at all regular and special membership meetings and at all regular and special Board of Directors meetings. Records of proceedings at membership meetings, and at Board of Directors meetings shall be open for inspection upon written request by an Association Member. Records relating to litigation, privileged information, and Board recommendations with respect to an application for membership shall not be open for inspection.

The Secretary shall distribute a copy of the minutes from each regular or special membership business meeting and each regular or special meeting of the Board of Directors to all attendees of the meeting.

The Secretary shall have custody of the Board of Director's Charter, Seal, minute book, and non-financial records. At the expiration of the Secretary's term of office, the Board of Director's Charter, Seal, minute book and non-financial records shall be turned over the next Secretary.

The Secretary shall also chair the Professional Standards Committee during the term of service.

ARTICLE VIII

COMMITTEES

Section 1. Standing Committees.:

1.1 Required Standing Committees: The Standing Committees of the Association shall be:

- (a) Executive Committee
- (b) Membership Committee
- (c) Finance Committee
- (d) Sponsorship Committee

1.2 Composition and Duties: The composition and duties of the Standing Committees shall be defined by the Board of Directors pursuant to the Code of Ethics.

1.3 Appointment: Except as otherwise provided in the Bylaws and Regulations of the Association, the President with the approval of the Board of Directors shall appoint members of all Standing Committees.

Section 2. Special Committees:

2.1 Special Committees may be appointed by the President to perform such services as the President may wish to assign, provided, however, that all such services shall be in the conformity with the Bylaws and Regulations of the Association.

ARTICLE IX
MEETINGS AND QUORUMS

Section 1. Meetings:

1.1 Annual and Special: The Annual Meeting of the membership shall be held at such specific time and place as shall have been selected by the Board of Directors and announced to the Membership not less than thirty-six (36) days prior to such meeting. Such a meeting can take place as an online meeting over the internet. The Board of Directors may call special meeting of the membership.

1.2 Attendance: All meetings of the Association shall be open to all members of the Association. Sessions of the Board of Directors and their committees may go into private session when the discussion surrounds these topics: budgetary, personnel, legal and ethical issues.

1.3 Notice: Notice by email or on the Association's official website, of the time and place of each regular or special meeting of the general membership of the Association shall be sent by the Secretary to each Member at least thirty-six (36) days before the time set for the meeting. Notice of a special meeting of the membership shall state the matter to be considered at the meeting. Any actions taken at a special meeting without such prior notice shall not be final until confirmed at the next Annual meeting or at a subsequent special meeting following due notice of the action to be considered.

Section 2. Quorum:

2.1 Those Members present in person or by proxy shall constitute a quorum for any Annual or Special Meeting.

2.2 Board of Directors: Two-thirds of the voting members of the Board of Directors shall constitute a quorum for the transaction of business.

Section 3. Proxy.

3.1 Proxy must be executed in writing using the Proxy form available from the Association Business office.

ARTICLE X

REGULATIONS

Section 1. Basic Regulations:

1.1 Ethics Matters: The Board of Directors has adopted and shall maintain a Regulation establishing the powers, duties and rules of procedure of the Professional Standards Committee and the procedural rights of Members in connection with the investigation and disposition of alleged violations of the Code of Professional Ethics and the Standards of Professional Practice. The Board of Directors may, by a majority vote of the members present at a quorum meeting, amend such Regulation from time to time.

Section 2. Additional Regulations.:

2.1 Other Matters: The Board of Directors may, by a majority vote of the members present at a quorum meeting, adopt and amend from time to time, additional Regulations to further the attainment of the objectives of the Association as set forth in these Bylaws.

Section 3. Effect of Regulations:

3.1 Scope: The Regulations of the Association shall be binding upon all Members.

3.2 Conflict: No Regulation shall be in conflict with any Bylaw of the Association.

3.3 Publication: All Regulations of the Association shall be published in an appropriate form and available to all members.

ARTICLE XI

ADOPTION AND AMENDMENT OF BYLAWS

Section 1. Method:

1.1 All Bylaws of this Association may be amended by a two-thirds vote at a meeting with a quorum of the Board of Directors, and must be subsequently ratified by a majority of the chapters of the Association where each chapter shall vote on the proposed amendment of the Bylaws at its regularly scheduled meeting within 45 days of the vote of the Board and the vote of each chapter shall count as one vote before the Board of Directors, provided that notice of such proposed amendments shall be provided to Members not less than 10 days prior to the date of such meeting

ARTICLE XII

ENFORCEMENT OF THE CODE OF ETHICS AND PROFESSIONAL CONDUCT

Section 1. Right to Revoke: The Chapter has the right to revoke any membership for violation of the Association's Code of Ethics or Professional Conduct, or if the member engages in conduct which is a discredit or disgrace to the Association.

Section 2. Grounds for Revocation: The grounds for revocation of Association membership will be based upon the opinion of at least two-thirds of the members of the Chapter Board of Directors.

Section 3. Procedures for Revocation of Membership: Following are the procedures for revoking a member's chapter membership:

- 3.1 A formal written statement of charges alleging facts, which constitute the grounds for revocation, will be prepared and submitted to the Chapter Board of Directors.
- 3.2 A copy of the charges will be forwarded to the person accused, fixing a time within which the person accused may file with the Chapter Board of Directors answers to the charges.
- 3.3 If the charges are denied in the answer, the Chapter Board will fix a time, date and place for the hearing and give notice of such to the person accused and to the accuser. The accuser or the designated representative of the accuser will make presentation of evidence in support of the charges.
- 3.5 Presentation of evidence in defense of the charges will be made by the accused or the designated representative of the accused.
- 3.6 Ample opportunity for both sides to present facts and arguments will be allowed at the hearing.
- 3.7 After the hearing, the Chapter Board will determine whether or not the charges have been sufficiently established by the evidence and whether the membership should be revoked or not. Notification will be made to all parties within 10 days of the close of the hearing.
- 3.8 The accused will be notified of the decision by registered mail.
- 3.9 The accused has the right to request review of the decision by the Association's Board of Directors, provided an appeal in writing is filed with the Association's President within 30 days of the accused's receipt of the Chapter's decision.