

UNITED NATIVE AMERICANS OF NOKIA BYLAWS

1. Article I: Organization

1.1. Name

We hereby establish this organization, to be known as the United Native Americans of Nokia, hereinafter referred to as LUNA. (Formerly known as United Native Americans of Lucent Technologies and United Native Americans of Alcatel-Lucent, or LUNA Inc.)

1.2. Definitions

- LUNA - All members in good standing (current membership form on file and dues paid for the current year).
- The National LUNA Council, the governing committee of the organization consists of:
 - LUNA National President, LUNA National Vice President (optional), LUNA National Treasurer, LUNA National Secretary, and one representative from Wild Onion Council (WOC) & at-large.
 - National Committee chairs are recognized members of the NLC.
- Local Council – LUNA members in an established council of five (5) or more members in a 50-mile geographic radius. All members-at-large are considered to be one local council if they do not belong to an established one.

2. Article II: Mission and Goals

2.1. Mission

- 2.1.1. To establish a Native American organization committed to the career advancement, cultural development, education, understanding and the general well-being of all Nokia employees and LUNA members.
- 2.1.2. We are committed to develop our Native American resources as employees, business partners, and customers.
- 2.1.3. To support Nokia in leveraging diversity as a competitive advantage.
- 2.1.4. To support the corporation in developing people and using the rich tapestry of diversity in achieving global business results.

2.2. Goals

- 2.2.1. To become directly involved in civic, educational, and cultural programs to enhance both the Native American communities and the image of Nokia.
- 2.2.2. To promote a climate that stimulates positive multi-cultural relations conducive to achieving corporate and individual goals.

- 2.2.3. To establish a strong national network for the purpose of sharing information and participating in community activities in support of the mission and values of Nokia.
- 2.2.4. To provide a forum for exchange of information, concerns, ideas, experiences, resources, and questions.
- 2.2.5. To sponsor professional development conferences and workshops to further the knowledge and advancement of employees and retirees.
- 2.2.6. To support, encourage and partner with other Employee Business Partners, sister organizations and other Native American organizations in the development and implementation of common goals.

3. Article III: Membership

3.1. Levels of Membership

3.1.1. Individual

LUNA individual membership is open to all employee, , retirees and former employees of Nokia and its spin-offs and subsidiaries who are supportive of LUNA's mission and goals.

3.1.2. Associate

Associate Membership is granted to all others outside of Nokia who subscribe to the Mission and Goals of LUNA. An Associate Member must be sponsored by a LUNA member in good standing and shall be entitled to all LUNA membership privileges.

3.1.3. Member-at-Large

A member who does not belong to a local council will be considered a member-at-large (sometimes referred to as a "remote" member) and shall be entitled to all LUNA membership privileges.

If more than five (5) members are located in a 50-mile geographic radius, organization of a Local Council is recommended.

It is recommended that each member-at-large join a local council.

3.2. Local Councils

3.2.1. Each local Council must provide a copy of its Local Charter, bylaws, and any amendments thereof to the NLC, through the LUNA National Secretary, for review/approval. Local councils may prefer to adopt the National Charter and Bylaws. If this is preferred, then the local council need only submit a letter to the NLC through the LUNA National Secretary stating the adoption of the National Charter and Bylaws.

3.2.2. Each local council will have the flexibility to structure itself as it chooses (this may or may not be typical corporate structure).

3.2.3. Each local council will designate a representative and an alternate whose duties shall include but may not be limited to:

- Participate in formal communications held each month with the NLC

- Be empowered to represent the local council and to vote on its behalf at the NLC meetings
 - Be the official communication link between the Local Council and the NLC
- 3.2.4. To avoid confusion and redundant efforts, copies of any formal national LUNA communications will be provided to the LUNA National Secretary for the purpose of keeping the NLC informed. ANY official LUNA national communication by anyone other than a national officer must be approved by the NLC.
- 3.2.5. Each Local Council will verify its membership list by providing it to the LUNA National Secretary on an annual basis or upon any changes to the membership.
- 3.2.6. Each Local Council will be required to document its formal meetings and make minutes available, upon request, to the NLC through the LUNA National Secretary.
- 3.2.7. Each Local Council will represent itself as “A Local Council” rather than NLC.

4. Article IV: Dues

4.1. Membership Dues

- 4.1.1. Annual dues will be remitted in total as designated on the LUNA application/renewal form. Annual dues are payable as of January 1st. Local Councils may have their own annual dues that go into a local account.
- 4.1.2. If two or more LUNA members belong to the same family, and reside together, only one set of dues is required.

5. Article V: Membership Status

5.1. Failure to renew

Membership shall cease automatically if a member fails to renew his/her membership within two consecutive years of expiration of membership after being notified of said expiration date.

5.2. Conduct/Actions

Any member may be terminated if the member's actions and/or conduct is contrary to the bylaws of LUNA. A mediation process will be available to resolve this type of issue.

5.3. Withdrawal

Any Local Council or individual may voluntarily withdraw from membership in LUNA by submitting a written notification to the NLC, through the LUNA National President or Secretary, of their intent/desire. Dues (or any portion thereof) will not be refunded in the event of a withdrawal from membership.

6. Article VI: Duties of LUNA National Officers

6.1. LUNA National President

6.1.1. Representation

The LUNA National President will serve as the official national representative for the NLC and LUNA. The President will be responsible for providing leadership and direction while developing, managing, and implementing LUNA goals.

6.1.2. Corporate Representative

The LUNA National President or appointed employee representative shall act as the National LUNA representative with Nokia management to represent LUNA members

6.1.3. Corporate Functions

The LUNA National President or appointed employee representative shall attend and participate in Nokia corporate functions and events to represent LUNA and to ensure positive and open communication between Nokia Corporate Management and LUNA members. This participation should not impede or infringe upon said President's or appointed employee representative's corporate responsibility and is contingent upon funds and time being available to support travel and/or attendance.

6.1.4. Community Events

The LUNA National President or appointed employee representative shall attend and participate in major Native American community events to represent LUNA and to enhance the Native American community awareness of Nokia as a progressive and responsible corporate citizen, provided funds and time exist to support travel and/or attendance.

6.1.5. Special Councils

The LUNA National President, in conjunction with a majority vote of the NLC, will be empowered to authorize and appoint special councils/committees deemed necessary to further the mission and goals of LUNA. The NLC must give clear direction to these committees. The committee spokesperson, or representative, will report monthly to the NLC, the committee's progress in meeting its objectives.

6.1.6. NLC Meetings - Monthly Conference Call

The LUNA National President and/or appointed employee representative shall be responsible for establishing meetings including the monthly conference call, shall preside at all NLC meetings, and is responsible for the proper functioning of the Council. If the President or appointed employee representative is not available, at least one officer should be on the call.

6.1.7. Compliance

The LUNA National President shall ensure the NLC's compliance to the charter and bylaws of LUNA.

6.1.8. Term of Office

The LUNA National President's term of office shall be for a period of two (2) years, beginning on January 1st, and ending December 31st. An individual may not serve as LUNA National President for more than two (2) consecutive terms, unless approved by membership vote.

6.2. LUNA National Vice President (Optional)

6.2.1. Duties of Office

In the absence of the LUNA National President, the LUNA National Vice President shall perform the duties of the LUNA National President. If this office is vacant, the President, with the advice and consent of the other National Officers, can appoint a delegate to fulfill this responsibility; and/or the responsibilities can be supported by the other National Officers.

6.2.2. Work with LUNA National President

The LUNA National Vice President shall work in conjunction with the LUNA National President in developing, managing, and implementing the goals set forth by the NLC.

6.2.3. Corporate Functions

The LUNA National Vice President shall attend and participate, in conjunction with or in lieu of the LUNA National President, at Nokia corporate functions and events to represent LUNA and to ensure positive and open communication between Nokia Corporate Management, Nokia Native American employees, LUNA, and other groups. This participation should not impede or infringe upon said Vice President's corporate responsibility as an employee and is contingent upon funds and time being available to support travel and/or attendance. The LUNA Vice President, with the advice and consent of the LUNA National President, can appoint a delegate to fulfill this responsibility.

6.2.4. Community Events

The LUNA National Vice President may attend and participate in major Native American community events, in conjunction with or in lieu of the LUNA National President, to represent LUNA and to enhance the Native American community's awareness of Nokia as a progressive and responsible corporate citizen, provided funds and time exist to support travel and/or attendance.

6.2.5. Limit of Responsibilities

The LUNA National Vice President may not be limited solely to those responsibilities.

6.2.6. Term of Office

The term of office of LUNA National Vice President shall be for two (2) years, beginning on January 1st, and ending December 31st. An individual may not serve as LUNA National Vice President for more than two (2) consecutive full terms, unless approved by membership vote.

6.3. LUNA National Secretary

6.3.1. LUNA Correspondence

The LUNA National Secretary shall be responsible for conducting the correspondence relating to the business of LUNA, other than financial and shall perform such duties as designated by the LUNA National President.

6.3.2. Meeting Notification

The LUNA National Secretary shall make notification of all regular and special meetings as required by the National President. This notification will go to the NLC and other designated parties.

6.3.3. Meeting Minutes

The LUNA National Secretary, President or other appointed representative shall maintain complete minutes of all board and general meetings and distribute them to the appropriate individuals at the direction of the LUNA President.

6.3.4. Official Records

The LUNA National Secretary/President or other appointed representative shall be the keeper of all official records of the organization (except those specifically assigned to the LUNA National Treasurer) and shall make these records available to any member of the NLC upon request.

6.3.5. Limit of Responsibilities

The LUNA National Secretary may not be solely limited to these responsibilities.

6.3.6. Term of Office

The term of office of the LUNA National Secretary shall be for two (2) years, beginning on January 1st, and ending December 31st. An individual may not serve as LUNA National Secretary for more than two (2) consecutive full terms, unless approved by membership vote.

6.4. LUNA National Treasurer

6.4.1. Assets

The LUNA National Treasurer shall have charge of all money, bank accounts and other assigned assets of LUNA and will perform all duties as set forth in these bylaws.

6.4.2. Accounts

The LUNA National Treasurer shall maintain, in the name of LUNA, a bank account as approved by the NLC. All funds shall be deposited in and dispersed from this account.

6.4.3. Signature Cards

The LUNA National Treasurer shall be responsible for the updating of check signature cards for the above account.

6.4.4. Disbursements

The LUNA National Treasurer shall make disbursements, as approved and authorized by the NLC. Disbursements of funds shall be supported by receipts, vouchers, invoices, and any other appropriate memoranda.

6.4.5. Financial Records

The LUNA National Treasurer shall maintain complete records of all financial transactions and disbursement of funds and shall prepare any financial report as deemed necessary by the NLC. They will also be responsible for filing annual Federal *e-Postcard* to the IRS.

6.4.6. Financial Reports

The LUNA National Treasurer shall make reports available upon request. Reports may include annual, monthly, or miscellaneous itemized reports as necessary. The Annual Franchise Tax Report to the State of Delaware and fee will be made each year to maintain 501(c)(3) status.

6.4.7. Limit of Responsibilities

The LUNA National Treasurer may not be limited solely to these responsibilities.

6.4.8. Term of Office

The term of office of the LUNA National Treasurer shall be for two (2) years, beginning on January 1st, and ending December 31st, but shall not be limited to only two (2) consecutive terms due to the complexity and responsibilities of this office. There is no term limitation for National Treasurer.

7. Article VII: National LUNA Council

7.1. Responsibility

The National LUNA Council (NLC) shall establish all policies with the concurrence of two thirds (2/3) of NLC. NLC will also establish the procedures necessary to administer all the activities required to address the mission and goals of LUNA.

The LUNA National President shall become an ex-officio member of the NLC for a period of six (6) months beginning the day after his/her term expires. This person will serve in an advisory capacity during transition and, as such, will not have full voting rights as a Council member. Being the past LUNA National President and, thereby, an ex-officio member of the NLC, does not preclude an individual from being a Local Council spokesperson with full voting privileges.

7.2. Meetings

The LUNA National President or a representative shall conduct a monthly meeting/conference call with the NLC. The LUNA National President and any other NLC members shall report on any events at which they, or a member of their local council, represented LUNA. This will allow other LUNA members to constructively provide feedback on his/her endeavors.

Special meetings involving the NLC may be called by any member of the NLC. The NLC member requesting the special meeting will be responsible for preparing the agenda and hosting the meeting.

A 2/3 (two-thirds) majority of the NLC present at a scheduled meeting shall be necessary and sufficient to carry a vote on NLC business.

Robert's Rules of Order will govern business meetings requiring formal voting or debate, unless said rules are specifically over-ridden by these bylaws.

8. Article VIII: Elections

8.1. Eligibility

Any LUNA Member in good standing, who is an active or former Nokia, Alcatel-Lucent or Lucent Technologies employee and complies with all other articles in these bylaws dealing with eligibility, may run for any National LUNA office as set forth herein.

There is no distinction made between LUNA Members who are members of a local council versus those who are Members At Large.

If necessary, the Vice-President can also assume the responsibilities of either the Secretary or Treasurer. In that case, all responsibilities of both offices are assumed by the Vice-President, who will retain one vote.

8.1.1. President

Any LUNA Member in good standing, who is an active or former employee of Nokia, Alcatel-Lucent or Lucent Technologies, and complies with all other articles in these bylaws dealing with eligibility, may run for the office of President.

8.1.2. Vice-President

Any LUNA Member in good standing, who is an active or former employee of Nokia, Alcatel-Lucent or Lucent Technologies and complies with all other articles in these bylaws dealing with eligibility, may run for the office of Vice-President.

8.1.3. Secretary

Any LUNA Member in good standing, who is an active or former employee of Nokia, Alcatel-Lucent or Lucent Technologies and complies with all other articles in these bylaws dealing with eligibility, may run for the office of Secretary.

8.1.4. Treasurer

Any LUNA Member in good standing, who is an active or former employee of Nokia, Alcatel-Lucent or Lucent Technologies and complies with all other articles in these bylaws dealing with eligibility, may run for the office of Treasurer.

8.2. Nominations

Any LUNA member in good standing can nominate an eligible individual for any office or an eligible individual can self-nominate for any office. All nominated individuals must have any necessary approvals, e.g., manager if active employee, to accept the duties of the office if elected. (Note: Must obtain prior consent of person you are nominating.)

8.3. Date of election

Elections for LUNA National Officers will take place every two (2) years during the month of November. Nominations must be sent to the National Secretary prior to October 15th.

8.4. Ballots

Email ballots for elections will be sent under the direction of the LUNA National Secretary to all LUNA members in good standing. The completed email ballots will be returned to the LUNA National Secretary for tabulation. Specifics as to due date and return address will be printed on the ballots. (Any members without email will use regular mail).

8.5. Candidate presentation

Except for a member running for Vice-President and Secretary, or Vice-President and Treasurer, each candidate can run for only one office. Candidates may submit no more than one (1) page of biographical material to the LUNA National Secretary. The candidate documentation will be forwarded or posted on the web site to all LUNA members in good standing for their review.

8.6. Officer elections

No person shall seek or hold more than one elected National Office at the same time, except for a Vice-President who may also be Secretary or Treasurer. The candidate receiving the most votes will be elected to the position. In the event of a tie, the NLC will develop a tie breaking process at the next conference call, which may be scheduled at any time.

9. Article IX: OFFICER STATUS

9.1. Discipline, Resignation & Suspension

- 9.1.1. Disciplinary action may result in the termination or suspension of elected officers. Disciplinary action resulting from unethical behavior applies whether it is imposed as a matter of discipline or voluntarily sought, and the imposition of any other disciplinary sanction, including censure or admonition, whether public or private, or imposition of conditions for retention of membership.
- 9.1.2. The NLC will have the authority to remove any elected LUNA National officer from office due to non-performance or non-compliance with the Charter bylaws.
- 9.1.3. The motion for dismissal shall come about only from a member of the NLC and will require two-thirds majority vote of the NLC. Absentee ballots may be required to obtain a two-thirds concurrence.
- 9.1.4. Two weeks notice shall be given before convening for the purpose of voting to remove an officer from office.

9.2. Succession of office

- 9.2.1. Any member of the NLC may tender a resignation due to personal or job-related reasons. Resignation shall be submitted in writing/email to the LUNA National Secretary.
- 9.2.2. If the LUNA National President resigns or is removed from office during the term of office, the LUNA National Vice President shall assume the office of President for the duration of the term and shall vacate the office of Vice President. If for any reason the VP cannot fulfill this responsibility, use procedure as described in 9.2.3.
- 9.2.3. If LUNA National VP, Secretary or Treasurer resigns, is removed, or vacates office, (except as described in 9.2.2 regarding the National President) the NLC shall:

Elect a replacement by a two-thirds vote of the NLC or
The remaining LUNA National officers may share duties until a new officer is elected at either a special election or
At the next annual election of officers.
- 9.2.4. The LUNA calendar traditionally aligns with the corporation calendar. Corporation calendars change due to perceived business conditions, acquisitions, mergers, or other reasons. Under such conditions, the national LUNA officers may decide to re-align the LUNA and corporation calendar. This may require early elections or officers to extend their terms. It is recommended that extensions do not exceed one quarter (three months) without new elections. Any change in the calendar (and thus any change in terms) is considered an amendment to the bylaws and shall be presented and approved as noted in the AMENDMENTS article.

10. Article X: Mediation

10.1. Purpose

Mediation will be available to any LUNA member in good standing and to other Nokia organizations that may have a dispute with LUNA.

All local council members shall strive to resolve all their own local issues and should ask for mediation only as a last resort.

10.2. Process

10.2.1. The process for mediation shall start with a written request to the NLC detailing all pertinent facts as well as what steps have been taken to date to resolve the issue. The NLC will respond within thirty (30) days of receipt of mediation request setting a date for discussion of arbitration and establishing the members serving on the Mediation Council.

10.2.2. The request for mediation may be withdrawn at any point prior to mediation if the issue has been resolved to the satisfaction of all parties.

10.2.3. The decision of the Mediation Council shall be documented and binding.

10.3. Mediation Council

10.3.1. The Mediation Council shall be comprised of the LUNA National President, LUNA National Vice President, LUNA National Secretary, LUNA National Treasurer and at least one LUNA member in good standing from each local Council. To avoid a conflict of interest, no member of the local council, who has requested or is involved in the mediation, including the LUNA National Officers, shall serve on the Mediation Council. The Mediation Council will always have an odd number of members.

10.3.2. A new Mediation Council will be created for each Mediation Request.

11. Article XI: Amendments

11.1. Proposals

Amendments to these bylaws shall be proposed in writing by any LUNA member in good standing to the NLC through the LUNA National Secretary

11.2. Voting

11.2.1. Proposed Bylaws Amendments will be sent under the direction of the LUNA National Secretary to all LUNA members in good standing.

11.2.2. A vote of 2/3 (two-thirds) of the LUNA members in good standing is required for adoption of amendments to these bylaws.

12. Article XII: Representation of LUNA or NLC

12.1. Representation

External to Nokia, LUNA members shall not use the name of LUNA or the NLC to represent themselves in an official capacity without prior approval of the NLC.

13. Article XIII: Funds

13.1. Use of Funds

- 13.1.1. LUNA shall use its funds exclusively to address the mission and goals of these bylaws for charitable, educational, and scientific purposes under the 501(c)(3) Internal Revenue code or corresponding sections of any future federal tax code. No part of these funds shall accrue to, or be distributed to, its members for personal use. Committees must submit proposed operating budget to the National Treasurer who will present it to the NLC for approval. Committees must maintain complete records of all financial transactions and must provide copies of these reports to the LUNA National Treasurer. (See also 13.1.4)
- 13.1.2. Expenditures more than \$50.00 must be approved in advance by the NLC.
- 13.1.3. ALL expenditures MUST be supported by receipt(s), voucher(s), invoice(s), and other appropriate memorandum including description of use of funds by receiving organization(s) or individual(s). Violation of this article may result in removal from National office and/or result in revocation of LUNA membership.
- 13.1.4. All contract(s) must be approved by the NLC.
- 13.1.5. Members in good standing, according to these bylaws, will have the authority to request a general accounting of expenditures. A written request of the general accounting of expenditures must be submitted to the National Treasurer.
- 13.1.6. Members of the NLC and all Special committees shall receive no compensation for their services, but may receive such reimbursements for expenses as agreed to by resolution of the NLC. (See Amendment A for full Conflict of Interest Policy)

14. Article XIV: Dissolution

Upon dissolution of LUNA, any remaining funds shall be distributed for one (1) or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue code, or corresponding section of any future federal tax code.

15. Article XV: Interpretation of bylaws

The NLC shall be the final authority for interpreting these bylaws.

16. Article XVI: Organization Chart

16.1. Organization of LUNA National Elected Officers

- LUNA National President
- LUNA National Vice President (optional)
- LUNA National Secretary

- LUNA National Treasurer

16.2. National LUNA Council (NLC)

- LUNA National Officers
- One representative from each Local Council

16.3. United Native Americans of Nokia (LUNA)

- All members in good standing

Amendment A: Conflict of Interest Policy

Article I Purpose

The purpose of the conflict-of-interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

1. Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.

b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement.

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict-of-Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy.
- b. Has read and understands the policy.
- c. Has agreed to comply with the policy, and d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes, and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Article VIII Use of Outside Experts

When conducting the periodic reviews, as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.