

BYLAWS

OF

BLIND SAILING INTERNATIONAL

ARTICLE 1. NAME

Section 1.1 **Name**. The name of the organization is "Blind Sailing International " ("*BSI*").

ARTICLE 2. LOCATION

Section 2.1 **Locations, Records**. The physical locations, postal addresses, world wide web addresses, and physical or virtual records retention locations of BSI shall be determined from time to time by the Governing Council.

ARTICLE 3. PURPOSE

Section 3.1 **Purpose and Mission Objective**. BSI is an international unincorporated association of blind and visually impaired sailors and their supporters whose mission purpose and objective is to engage in charitable, educational and scientific activities to expand and strengthen blind fleet racing and blind match racing as a competitive and recreational sport around the world, as well as promoting and encouraging opportunities for international, global regional, national, and local competitive blind sailing at every level to provide educational, charitable, Entrepreneurial, global cultural, collegial and recreational pathways for all blind and visually impaired persons to enhance their lives. The purpose of BSI also includes the provision of a central hub and forum for the exchange of ideas and information about blind sailing, the development of adaptive sailing technology and techniques to improve blind sailing skills, the further enhancement of safety protocols to ensure the safety of blind sailors on and off the water, and the development of teaching systems to increase the sailing abilities of blind and visually impaired persons at all levels. base's purpose encompasses the creation and evolution of sailing technical and safety standards applicable to blind fleet and match racing for the betterment of the sport of blind sailing and the advocacy of such standards with the international, national and local governing sailing organizations to promote consistency within the sport of blind sailing and the safety of blind sailors on and off the water while engaged in fleet racing, match racing, and recreational sailing activities at all levels.

Section 3.2 **Affiliations to Achieve Purpose**. BSI shall work and affiliate with the worldwide and national governing sailing organizations such as World Sailing ("*WS*"), Para World Sailing ("*PWS*" under WS) and International Sailing Federation ("*ISAF*" world governing body for the sport of sailing under WS), the International Paralympic Committee ("*IPC*") the national Paralympic committees of all countries throughout the world ("*NPC*") and similar global, national and local organizations to integrate blind sailing events and activities into the

international, national and local sailing scenes. BSI shall also work and affiliate with and through local organizations servicing the blind sailing community operating within and under the nonprofit tax-exempt laws of specific countries in which individuals within the blind sailing community live. The Governing Council shall maintain lists of all such organizations categorized as located within the following regions around the world as a resource for all BSI members and potentials members.

- Africa Region
- Asia Region
- Central & South America Region
- Europe (Scandinavia) Region
- Europe (non-Scandinavia) Region
- North America & The Caribbean Region
- Oceania Region

These global regions shall be referred to herein as the “*BSI Regions*”.

Section 3.3 **Scope of Permitted Activities**. BSI may engage in all lawful activities in pursuit of achieving the purposes and objectives described in this Article III in all regions of the world in the form of one or more tax favored or tax-exempt nonprofit charitable, educational or scientific organizations with worldwide regional or local country charitable organization subdivisions all of which shall be governed by the BSI Constitution as Amended and Restated as of September, 2019 (the “*BSI Constitution*”), and all of which shall report to the Governing Council.

Section 3.4 **Related Empowered Activities**. In addition, BSI has been formed for the purposes of performing all things incidental to, or appropriate in, the achievement of the foregoing specific and primary purposes. BSI shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its primary charitable, educational and scientific purposes. BSI shall hold, and may exercise, all such powers as may be conferred upon a nonprofit tax-exempt unincorporated charitable organization by the laws of the relevant jurisdictions in which it operates and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of BSI. In no event, however, shall BSI engage in activities, which are not permitted to be carried on by BSI under any relevant tax exemption laws of any country in which BSI, or a local affiliate of BSI (operates as a nonprofit tax-exempt organization.

ARTICLE 4. NONPARTISAN ACTIVITIES

Section 4.1 **Nonpartisan**. No substantial part of the activities of BSI shall consist of the carrying on of propaganda or otherwise attempting to influence legislation in any jurisdiction in which it operates if such actions would jeopardize the status of BSI or any affiliate as a tax favored charitable, educational and scientific organization within the subject jurisdiction. Further, BSI shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office in any jurisdiction in which it operates if such actions would jeopardize the status of BSI or any affiliate as a tax favored charitable, educational and scientific organization within the subject jurisdiction.

ARTICLE 5. DEDICATION OF ASSETS

Section 5.1 **No Private Inurement**. The properties and assets of BSI are irrevocably dedicated to the above enumerated charitable, educational and scientific purposes listed in Article 3. No part of the net earnings, properties, or assets of BSI, on dissolution or otherwise, shall inure to the benefit of any private person or individual, including, but not limited to any Delegate to the Governing Council or officer of BSI. On liquidation, dissolution or winding up of its affairs, all remaining properties and assets of BSI shall be distributed and paid over to an organization dedicated to charitable, educational and scientific purposes which benefits visually impaired individuals, and which has established its tax-exempt status in the jurisdiction in which it operates.

ARTICLE 6. MEMBERSHIP

Section 6.1 **Qualifications, Dues, Designations**. BSI shall have one class of members as follows: any natural person, who subscribes to the purposes and basic policies of BSI and whose admission will contribute to BSI's ability to carry out its charitable, educational and scientific purpose, shall be eligible for membership on approval of the membership application by the Governing Council and on timely payment of such dues and fees as the Governing Council may fix from time to time. No person shall hold more than one membership in BSI. Each member who has timely paid their membership dues shall be considered a "Member in Good Standing." Each member shall be designated as within one of the 7 BSI Regions

Section 6.2 **Country Affiliations**. In addition to BSI Region designation, Members may also be designated as being from the country of which they are a citizen, and if a Member is a citizen of more than one country, then that Member must designate to which country they would like to affiliate on their membership application. Region and / or country affiliation may be used by the Governing Council to create classifications of blind fleet racing and / or blind match racing competitions or categories to enhance or make more enjoyable such competitions. For example, the Governing Council may allow for the creation of country by country nationality based squadron cup style competitions within a larger competition to allow those blind sailors wishing to compete for the country of their citizenship to affiliate with other citizens from that same country to form cross vision classification teams to compete with similar teams representing other countries, with all such rules and procedures to be defined by the Governing Council.

Section 6.3 **Anti-Discrimination Policy**. Notwithstanding any other limitation on Membership, no person may be denied Membership or participation in BSI on the grounds of race, color, religion, age, sex, national origin, sexual orientation, or disability.

Section 6.4 **Code of Conduct**. Participation in BSI activities is governed by a Code of Conduct and individuals may not be allowed to participate or be asked to terminate their participation in BSI activities, and in certain circumstances, may be suspended or expelled from BSI membership, if they do not agree with or fail to abide by the BSI Code of Conduct. This Code of Conduct is presented in Appendix A to these Bylaws, and may be amended and restated, from time to time, by the Governing Council to incorporate appropriate revisions consistent with the purposes of BSI.

Section 6.5 **Rights of Membership**. Members shall have the right to vote on the election of delegates of their designated BSI Region to the Governing Council, the disposition of all or substantially all of BSI's assets, any merger with another charitable, educational or scientific

organization, any decision to dissolve BSI, the amendment of BSI's Constitution, the ratification at a general membership meeting of any amendment to these Bylaws adopted by the Governing Council pursuant to these Bylaws, and such other matters as set forth in these Bylaws. In addition, members shall have all other rights afforded to members under these Bylaws. No member shall be entitled to any dividend or any part of the income or assets of BSI other than as fair market value compensation for goods or services rendered to BSI.

Section 6.6. **Dues, Fees, and Assessments.** Each member must pay, within the time and on the conditions set by the Governing Council, the dues, fees, and assessments in amounts and in currencies to be fixed from time to time by the Governing Council. Those members who have timely paid the required dues, fees, and assessments and who are not suspended or expelled, shall be considered "*members in good standing*".

Section 6.7. **Termination of Membership.** A membership shall terminate on occurrence of any of the following events:

- (a) Death, dissolution or resignation of the member, on reasonable notice to BSI in the case of resignation;
- (b) Expiration of the period of membership, unless the membership is renewed on the renewal terms fixed by the Governing Council;
- (c) Failure of the member to pay dues, fees, or assessments as set by the Governing Council within 180 days after they become due and payable;
- (d) Occurrence of any event that renders the member ineligible for membership, or failure to satisfy membership qualifications; or
- (e) Expulsion of the member under Article 6, Section 6.8 of these Bylaws based on the good faith determination by the Governing Council, or a committee or person authorized by the Governing Council to make such a determination in accordance with the procedures outlined in Article 6 Section 6.9, that the member has failed in a material and serious degree to observe the Code of conduct of BSI, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of BSI.

Section 6.8 **Suspension of Membership, Expulsion of Member.** A member may be suspended, and in serious cases, expelled from BSI, under this Article 6, Section 6.8 of these Bylaws, based on the good faith determination by the Governing Council, or a committee or person authorized by the Governing Council to make such a determination, that the member has failed in a material and serious degree to observe BSI's Code of conduct, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of BSI. A person whose membership is suspended shall not be a member during the period of suspension.

Section 6.9 **Procedure for Expulsion or Suspension.** If grounds appear to exist for expulsion or suspension of a member under Article 6, Section 6.8 of these Bylaws, the procedure set forth below shall be followed:

- (a) The member shall be given reasonable notice, by any method reasonably calculated to provide actual notice, of the proposed expulsion or suspension and the reasons therefore. Any such notice may be delivered by any reasonable means.
- (b) The member shall be given an opportunity to be heard, either orally or in writing, at least a reasonable time period before the effective date of the proposed expulsion or suspension is effective. Any hearing in person, electronically or telephonically shall be held, or the written statement considered, by the Governing Council or by a

- committee or person authorized by the Governing Council to determine whether the expulsion or suspension should take place.
- (c) The Governing Council, committee, or person shall decide whether or not the member should be suspended, expelled or sanctioned in some other way. The decision of the Governing Council, committee or person shall be final.
 - (d) Any action challenging an expulsion, suspension, or termination of membership, including a claim alleging defective notice must be commenced within one (1) year after the date of the expulsion, suspension, or termination.

Section 6.10 **No Transferability of Membership**. No membership or right arising from membership may be transferred. All membership rights cease on the member's death or termination of membership pursuant to Article 6, Section 7. of these Bylaws.

Section 6.11 **Liability for BSI Debts or Obligations**. A Delegate to BSI is not, as such, personally liable for the debts, liabilities, or obligations of BSI.

Section 6.12. **Place of General and Special Membership Meetings**. General and Special Meetings of BSI members shall be held at any place and at any time designated by the Governing Council. it is expected, but not required that the Governing Council hold general meetings of the membership at least annually at or around the time of any World Championship blind fleet racing or blind match racing competition. At any general membership meeting, delegates to the Governing Council shall be elected in an election year, the actions of the Governing Council since the last annual member meeting shall be ratified, and any other proper business may be transacted.

Section 6.13 **Notice of Member Meetings**. Notice of any General or Special membership meetings of BSI shall be posted on BSI's website or distributed to members via email in accordance with the notice provisions of Section 6.15 of this Article 6. Notwithstanding the foregoing, no notice of General meetings shall be required if the Governing Council fixes, by resolution, the usual day, time and place of the General meeting.

Section 6.14 **Special Meetings**. A special meeting of the members for any lawful purpose may be called at any time by the Governing Council, or by the members upon the request of ten percent (10%) or more of the members. A special meeting called by any person, other than the Governing Council, entitled to call a meeting shall be called by written request, specifying the general nature of the business proposed to be transacted, and submitted to the Chairperson of the Governing Council. The Chairperson of the Governing Council receiving the request shall cause notice to be given promptly to the members entitled to vote, in accordance with Article 6, Section 6.15 of these Bylaws, stating that a special meeting will be held at a specified time and date fixed by the Governing Council, provided, however, that the meeting date shall be at least thirty- (30) but no more than ninety (90) days after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person or persons requesting the special meeting may give the notice. Nothing in this Section 6.14 shall be construed as limiting, fixing, or affecting the time at which a special meeting of members may be held when the special meeting is called by the Governing Council. No business, other than the business, the general nature of which was set forth in the notice of the special meeting, may be transacted at a special meeting.

Section 6.15. **Notice of BSI Member Meetings**. Whenever BSI members are required or permitted to take action at a meeting, reasonable notice of the meeting shall be given within a reasonable time

period before the meeting date to each member entitled to vote at that meeting. The notice shall be given either personally, by electronic delivery via email, telephonically via phone call, or by any other means designed to be effective in the circumstances. Such notice shall be addressed to each member entitled to vote at the appropriate email or other address of the member appearing on the books of BSI or at the address given by the member to BSI for purposes of notice. Notices shall specify the place, date, and time of the meeting and (1) for a special meeting, the general nature of the business to be transacted, or (2) for a General meeting, those matters which the Governing Council, at the time notice is given, intends to present for action by the members, but except as provided in Article 6, Section 6.16 of these Bylaws, any proper matter may be presented at the meeting. The notice of any meeting at which members of the Governing Council are to be elected shall include the names of all persons who are nominees when notice is given. Approval by the members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

- (a) Removing a Delegate to the Governing Council without cause;
- (b) Filling vacancies on the Governing Council;
- (c) Amending the BSI Constitution or these BSI Bylaws;
- (d) Electing to wind up and dissolve BSI;
- (e) Approving a plan of merger or consolidation; or
- (f) Disposing of all or substantially all of BSI's assets.

Section 6.16 **Member Quorum**. Five percent (5%) of the members entitled to vote, but not less than 7 members, shall constitute a quorum for the transaction of business at any meeting of members. Subject to the foregoing, the members present at a duly called or held meeting at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum., if any action taken, other than adjournment, is approved by at least a majority of the members required to constitute a quorum,

Section 6.17 **Adjournment**. Any member meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than a reasonable amount of time as defined by the Governing Council by resolution. When a member meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, BSI Members may transact any business that might have been transacted at the original meeting.

Section 6.18 **Voting**. Members entitled to vote at any meeting of members shall be those members in good standing as of the record date determined under this Article 6, At a meeting, voting may be by any appropriate means (ballot, voice, email, survey, or otherwise). Each member entitled to vote shall be entitled to cast one vote on each matter submitted to a vote of the members. Cumulative voting is prohibited. If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter shall be the act of the members. In any election of Delegates of the Governing Council, the Delegates of each ISAF Region receiving the highest number of votes in their respective BSI Region shall be elected as the Delegate of that BSI Region.

Section 6.19 **Waiver of Notice or Consent by Absent Members**. The transactions of any meeting of members, however called or noticed and whenever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy and if, either before or after the meeting, each member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of any meeting of members, except that if action is taken or proposed to be taken for approval of any of those matters specified in the last paragraph of Article 6, Section 15 of these Bylaws, the waiver of notice, consent, or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with BSI's records or made a part of the minutes of the meeting. A member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting, unless the member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

Section 6.20 **Action by Unanimous Written Consent**. Any member action may be taken without a meeting and without prior notice, if all members consent in writing to the action. The written consents in any form, including electronic email, electronic survey or any other reasonable form, shall be filed with the minutes of the member proceedings. The action by written consent shall have the same force and effect as the unanimous vote of the members.

Section 6.21 **Record Date**. For purposes of determining the members entitled to notice of any meeting, entitled to vote at any meeting, entitled to vote by written or electronic ballot, or entitled to exercise any rights with respect to any lawful action, the Governing Council may, in advance, fix a record date. A Member in Good Standing at the close of business on the record date shall be a Delegate to record. The record date so fixed shall be at a reasonable time in advance of the meeting as determined by the Governing Council in the circumstances.

Section 6.22 **Proxies**. Each member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy, signed by the member and filed with the Secretary of BSI. Any proxy covering matters for which a vote of the members is required shall not be valid unless the proxy sets forth the general nature of the matter to be voted on or, with respect to an election of Delegates to the Governing Council, the proxy lists those who have been nominated at the time the notice of the vote is given to the members. In any election of Delegates to the Governing Council, any form of proxy that a member marks "withhold," or otherwise marks in a manner indicating that authority to vote for the election of Delegates to the Governing Council is withheld, shall not be voted either for or against the election of a Delegate to the Governing Council. A validly executed proxy shall continue in full force and effect until revoked by the member executing it, before the vote is cast under that proxy, by a writing delivered to the BSI Governing Council stating that the proxy is revoked, by a subsequent proxy executed by that member and presented to the meeting, or as to any meeting, by that member's personal attendance and voting at the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of a proxy shall be three years from the date of execution. A proxy may not be irrevocable.

Section 6.23 **Election of Delegates to the Governing Council**. Every 4 years, or other time interval adopted by the Governing Council and ratified by the BSI Members, Delegates of the Governing Council shall be elected.

Section 6.23.1 **Nominations for Delegates to the Governing Council**. Beginning at least a reasonable time prior to a meeting at which Members will elect Delegates to the Governing Council, Members may nominate to the Governing Council, or nominating committee thereof, potential Delegate candidates to the Governing Council by any reasonable means of communication to the Governing Council if no such special meeting is called for these purposes. Such nominations may be made during the time period set for such nominations by the Governing Council, and such time period for nominations may not be shorter than a reasonable period of time.

Section 6.23.2 **Nominating Committee**. The Governing Council may appoint a committee to nominate qualified delegate candidates for election to the Governing Council, and if such a nominating committee is appointed, the appointment shall occur at least a reasonable time before the date of any election of Delegates to the Governing Council. This nominating committee, if appointed, shall consider the nominations of the members as indicated in Section 6.23.1, shall consider other nominations as appropriate, and make its report to the Governing Council at least a reasonable time before the date of the election, or at such other time as the Governing Council may set. In nominating candidates, the Governing Council, or nominating committee comprised of Delegates of the Governing Council, shall seek to achieve the following goals regarding the nominees: diversity of backgrounds and skills relevant to the needs of BSI, and such other goals as the Governing Council may establish.

Section 6.23.3 The Governing Council shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to members the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all members to choose among the nominees. Without Governing Council authorization, no BSI funds may be expended to support a nominee for Delegate after more people have been nominated for open Delegate positions than can be elected.

Section 6.23.4 The Secretary of BSI shall forward to each member, with the notice of election required by these Bylaws, a list of all candidates nominated by committee or directly by the Governing Council under this section, how they may vote, the period of time during which members can vote, and other relevant information as required by these Bylaws pertaining to the election.

Section 6.23.5 After notice is sent to members concerning the election of Delegates to the Governing Council, and until the date specified in the notice of election of Delegates to the Governing Council, Members may vote by written, electronic or survey style ballot for Delegates to the Governing Council. Each Member may vote once for each available Delegate to the Governing Council to represent that Member from the BSI Region which includes the country of the BSI member's citizenship, in accordance with the voting rights of members as contained within these Bylaws.

Section 6.23.6 If after the close of nominations, the number of people nominated is not more than the number of Delegates of the Governing Council to be elected, the Governing Council of BSI may without further action declare that those nominated and qualified to be elected have been elected as Delegates to the Governing Council of BSI.

Section 6.23.7 The Secretary of BSI shall cause to have counted all written and / or electronic ballots cast by members on or after the final date set for voting in the election for Delegates to the Governing Council. The Results of the Election will be announced by the Governing Council of BSI within a reasonable time after the election. This announcement may be made at a membership meeting, BSI newsletter, or otherwise in an appropriate manner in the discretion of the Governing Council.

ARTICLE 7. GOVERNING COUNCIL

Section 7.1 **Powers**. Subject to the provisions and limitations of any applicable laws of any jurisdiction in which BSI operates, and subject to any limitations in the BSI Constitution or these Bylaws, regarding actions that require approval of the members, the business and affairs of BSI shall be managed, and all organization powers shall be exercised, by or under the direction of the Governing Council. The Governing Council may delegate the management of the day-to-day operation of the business of BSI to a management company, committee (however composed), or other person, provided that the activities and affairs of BSI shall be managed and all BSI powers shall be exercised under the ultimate direction of the Governing Council.

Section 7.2 **Qualifications**. The Governing Council shall be comprised of Delegates, one from each of the BSI Regions, and shall be Members of BSI elected by the Membership of each BSI Region to serve on the Governing Council, as provided in these Bylaws.

Section 7.3 **Number of Delegates**. The Governing Council shall consist of 7 Delegates, one from each of the BSI Regions. The number of Delegates may be changed by amendment or revision of these Bylaws, or by repeal of these Bylaws and adoption of new Bylaws, provided that the number of Delegates to the Governing Council is an odd number to minimize the risk of equally split votes on matters before the Governing Council.

Section 7.4 **Election, Designation, and Term of Office of Delegates**. The Delegates to the Governing Council shall serve for staggered 4 year terms, and all Delegates shall serve until their successors have been elected. The initial Delegates to the Governing Council are divided into 2 groups of 4 and 3 Delegates, with the initial group of 4 Delegates serving for 4 years and the initial group of 3 Delegates serving for 2 years so that the staggered terms can commence, and every other year only approximately half of the Delegate positions on the Governing Council will come up for election. If all of the Delegates to be elected are not elected at any regular meeting, they may be elected at any special members' meeting held for that purpose. Each Delegate to the Governing Council, including a Delegate to the Governing Council appointed to fill a vacancy, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified. Delegates to the Governing Council may serve any number of consecutive terms.

Section 7.5 **Vacancies**. A vacancy on the Governing Council shall exist on the occurrence of the following:

- (a) the death or resignation of any Delegate;
- (b) the declaration by resolution of the Governing Council to remove a Delegate for cause, including, but not limited to, the termination of BSI Member status for the Delegate under Article 6 of these Bylaws.
- (c) the vote of the members to remove a Delegate from the Governing Council;
- (d) an increase in the authorized number of Delegates to the Governing Council; or
- (e) the failure of the BSI members to elect the number of Delegates of the Governing Council required to be elected in such election.

Section 7.6 **Resignation of Delegates**. Except as provided in this Section, any Delegate to the Governing Council may resign effective upon giving written or electronic notice to the Chairperson of the Governing Council), unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor Delegate may be designated to take office when the resignation becomes effective.

Section 7.7 **At Least One Delegate**. No Delegate to the Governing Council may resign if such a resignation would then be left without a Delegate to the Governing Council.

Section 7.8 **Filling Vacancies**. Except for a vacancy created by the removal of a Delegate to the Governing Council by the BSI members, vacancies on the Governing Council may be filled by vote of a majority of the remaining Delegates to the Governing Council then in office, whether or not the number of Delegates of the Governing Council then in office is less than a quorum, or by vote of a sole remaining Delegate. The BSI Members may fill any vacancy not filled by the Governing Council. A delegate filling a vacancy shall inherit the term of the vacant Delegate position and be up for election when the term of the vacant Delegate position would naturally end.

Section 7.9. **Rights of Delegate to be Removed**. Prior to the removal of any Delegate to the Governing Council by other Delegates to the Governing Council or by the BSI Members, the Delegate of the Governing Council to be removed shall have been notified in a reasonable and timely manner, and be given a reasonable opportunity to defend their actions prior to the vote to be removed from the Governing Council.

Section 7.10 **No Squeeze Out**. No reduction of the authorized number of Delegates to the Governing Council shall have the effect of removing any Delegate to the Governing Council before that Delegate's term of office expires.

Section 7.11 **Governing Council Meetings**. The Governing Council shall meet at times and places the Governing Council shall decide, although it is expected that the Governing Council will hold a meeting at the same general time and at the same general place as a meeting of BSI members. At such general meetings of the Governing council, matters such as organization, election of officers, and transaction of other business shall occur. Other general and Special meetings of the Governing Council shall be held at such times as are fixed by the Governing Council.

Section 7.12 **Structure of Governing Council Meetings**. Governing Council meetings may be held in person, telephonically, or electronically. If a meeting is to be held in person, the meeting may be at any physical place designated by resolution of the Governing Council. A meeting to be held in person may be held at any place consented to in writing or electronically by all the Delegates to the Governing Council, either before or after the meeting. Consents shall be filed with the minutes of the meeting. Any meeting may be held by conference telephone or other communications equipment considered reasonable and necessary in the circumstances, as long as all Delegates to the Governing Council participating in the meeting can communicate with one another and all other requirements of any applicable local laws are satisfied. All such Delegates of the Governing Council shall be deemed to be present in person at such meeting.

Section 7.13 **Call for Meetings of the Governing Council**. Meetings of the Governing Council for any purpose may be called at any time by the Chairperson of the Governing Council, or any two (2) Delegates to the Governing Council.

Section 7.14 **Notice**. Notice of the date, time, and place of any Governing Council meetings shall be delivered by any reasonable method in the circumstances, including personally to each Delegate of the Governing Council, communicated to each Delegate of the Governing Council by telephone (including a voice messaging system which records and communicates messages), facsimile transmission, or electronic mail within a reasonable time prior to the meeting.

Section 7.15 **Quorum**. The presence of a majority of the Delegates to the Governing Council then in office which number shall not be less than 2 Delegates, at a meeting of the Governing Council constitutes a quorum for the transaction of business, except as otherwise provided in these Bylaws. For example, with 7 Delegates, a Quorum is achieved if 4 of the 7 Delegates attend the meeting. Also for example, if there are only 3 Delegates then existing to the Governing Council, a quorum is achieved if 2 of the 3 Delegates are at the meeting.

Section 7.16 **Actions**. Every act done or decision made by a majority of the Delegates to the Governing Council present at a meeting duly held at which a quorum is present shall be regarded as the act of the Governing Council, unless a greater number, or the same number after disqualifying one or more Delegates to the Governing Council from voting, is required by the BSI Constitution or these Bylaws. Delegates to the Governing Council may not vote by proxy. A meeting at which a quorum is initially present, including an adjourned meeting, may continue to transact business notwithstanding the withdrawal of any number of Delegates to the Governing Council, if any action taken is approved by at least a disinterested majority of the required quorum for such meeting by written consent following the meeting,

Section 7.17 **Adjourned Meeting and Notice**. A majority of the Delegates to the Governing Council present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Delegates to the Governing Council who were not present at the time of the adjournment. Such notice may be waived in the manner provided for in this Article 7.

Section 7.18 **Action Without a Meeting**. The Governing Council may take any required or permitted action without a meeting, if all Delegates to the Governing Council shall individually or collectively consent in writing, electronically or otherwise, to such action. Such written,

electronically or otherwise, consent or consents shall be filed with the minutes of the proceedings of the Governing Council. Such action by written, electronically or otherwise, consent shall have the same force and effect as the unanimous vote of such Delegates to the Governing Council. For purposes of this section only, "all Delegates to the Governing Council" does not include any "interested directors" as defined by any conflict of interest provisions applicable to the Governing Council.

Section 7.19 **Fees and Compensation**. Delegates to the Governing Council and members of committees of the Governing Council may not receive any compensation for their services as such, but may receive reasonable reimbursement of expenses incurred in the performance of their duties, including advances, as may be fixed or determined by resolution of the Governing Council. Delegates to the Governing Council may not be compensated for rendering services to BSI in any capacity other than as Delegates to the Governing Council, unless such compensation is reasonable and approved

ARTICLE 8. STANDARD OF CARE

Section 8.1 **General**. All Delegates to the Governing Council shall perform the duties of a Delegate to the Governing Council, including duties as a Delegate to any committee of the Governing Council on which the Delegate to the Governing Council may serve, in good faith, in a manner such Delegate to the Governing Council believes to be in the best interest of BSI and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Delegate to the Governing Council, a Delegate to the Governing Council shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of BSI whom the Delegate to the Governing Council believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants or other persons as to matters which the Delegate to the Governing Council believes to be within such person's professional or expert competence; or
- (c) A committee of the Governing Council upon which the Delegate to the Governing Council does not serve, as to matters within its designated authority, which committee the Delegate to the Governing Council believes to merit confidence, so long as in any such case, the Delegate to the Governing Council acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Delegate to the Governing Council in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Delegate to the Governing Council, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which BSI, or assets held by it, are dedicated.

Section 8.2 **Loans**. BSI shall not make any loan of money or property to, or guarantee the obligation of, any Delegate to the Governing Council or officer, provided, however, that BSI may advance money to a Delegate to the Governing Council or officer of BSI for expenses

reasonably anticipated to be incurred in performance of the duties of such officer or Delegate to the Governing Council so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Section 8.3 **Conflict of Interest Policy**. The purpose of this conflict of interest policy is to protect BSI's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one or more of its officers or Delegates to the Governing Council, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable law of any jurisdiction in which BSI operates pertaining to conflict of interest laws applicable to nonprofit and charitable Associations and is not intended as an exclusive statement of responsibilities.

Section 8.3.1 **Definitions**. Unless otherwise defined, the terms used in this Section have the following meanings:

1. "Interested Persons" - Any Delegate to the Governing Council, principal officer, or Delegate to a committee with the Governing Council delegated powers, which 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 BSI has a transaction or arrangement;
 - (b) A compensation arrangement with BSI or with any entity or individual with which BSI has a transaction or arrangement; or
 - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which BSI is negotiating a transaction or arrangement.

For these purposes, the term "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. A person who has a financial interest may have a conflict of interest only if the appropriate Governing Council decides that a conflict of interest exists.

Section 8.3.1 **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 Delegates to the Governing Council, who are 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, the interested person shall leave the Governing Council meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Governing Council Delegates shall decide if a conflict of interest exists.

3. **Procedure for Addressing the Conflict of Interest.** In the event that the Governing Council determines that a proposed transaction or arrangement presents a conflict of interest, the Governing Council shall take the following actions:
 - (a) An interested person may make a presentation at the Governing Council 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 Council 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 Council shall determine whether BSI 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 Council shall determine by a majority vote of the disinterested Governing Council Delegates whether the transaction or arrangement is in BSI's best interest, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

4. **Violations of the Conflict of Interest Policy.** If the Governing Council has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Governing Council determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. **Records and Procedures.** The minutes of the Governing Council 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 Board of Director'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.

6. **Annual Statements.** Each Delegate to the Governing Council, principal officer and Delegate to a committee with Governing Council delegated powers shall annually acknowledge, by signing or affirmatively acknowledging in a Board of Director meeting, a statement which affirms such person:
 - (a) Has reviewed a copy of this conflict of interest policy;
 - (b) Has read and understands this policy;

- (c) Has agreed to comply with this policy; and
- (d) Understands that BSI is a charitable, educational and scientific organization whose tax favored status in any jurisdiction in which it operates may require adherence to a conflict of interest policy and require that BSI must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 8.4 **Compensation**.

Section 8.4.1 Definitions. Unless otherwise defined, the terms below have the following meanings:

1. “Highest Compensated Employee” - Any employee of BSI, whose total compensation would require the employee to be listed as one of the 10 top paid persons of BSI;
2. “Highest Compensated Independent Contractor” - Any independent contractor engaged by the Association, whose total compensation would require the contractor to be listed as one of the 10 top paid persons of BSI;

Section 8.4.2 **Compensation Amount**. No Delegate to the Governing Council, officer, Highest Compensated Employee or Highest Compensated Independent Contractor may receive compensation, directly or indirectly, from BSI unless such compensation is first determined by the disinterested members of the Governing Council, or an authorized committee thereof, to be just and reasonable to BSI.

- (a) The names of the persons who were present for discussions and votes relating to the compensation arrangement, the content of the discussion, including any the information used to determine the reasonableness of the compensation and a record of any votes taken in connection with the proceedings shall be maintained in the minutes of the Governing Council. The determination of reasonableness shall be based upon information about compensation paid by similarly situated organizations for similar services, current compensation surveys compiled by independent firms or actual written offers from similarly situated organizations. Similarly, situated organizations may include both taxable and tax exempt organizations.
- (b) No Delegate, principal officer, Highest Compensated Employee or Highest Compensated Independent Contractor, shall participate in the discussion and approval of his or her compensation, except that such persons may provide information to the disinterested members of the Governing Council as described in this conflict of interest policy.

Section 8.5 **Officer Compensation**. If any BSI Officer is to receive any compensation for any services rendered to BSI, The Governing Council shall review the fairness of the compensation, including benefits, paid to the BSI officer, upon the occurrence of the following events:

- (a) The officer is hired;
- (b) The officer’s term of employment is extended or renewed; or
- (c) The officer’s compensation is modified, unless such modification occurs pursuant to a general modification of compensation that extends to all employees.

Section 8.6 **Periodic Reviews**. Periodic reviews shall be conducted to ensure BSI operates in a manner consistent with charitable purposes and does not engage in activities that could

jeopardize its tax-exempt or tax favored status in any jurisdiction in which it operates. The periodic reviews shall, at a minimum, include the following subjects:

Section 8.6.1 Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

Section 8.6.2 Whether partnerships, joint ventures, and arrangements with management companies conform to BSI'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.

When conducting the periodic reviews as provided for above, BSI may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Governing Council of its responsibility for ensuring that periodic reviews are conducted

Section 8.7 **Restriction on Interested Delegates to the Governing Council**. Not more than forty-nine percent (49%) of the persons serving on the Governing Council at any time may be interested persons. An interested person is (1) any person currently being compensated by BSI for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Delegate to the Governing Council as a Delegate to the Governing Council ; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by BSI.

Section 8.8 **Indemnification**. To the fullest extent permitted by any law of any relevant jurisdiction, BSI shall indemnify its "agents including its Delegates to the Governing Council , officers, employees, and volunteers, and including persons formerly occupying any such position, and their heirs, executors, and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in any relevant law of any jurisdiction, and including an action by or in the right of BSI , by reason of the fact that the person is or was a person described in such laws. "Expenses" shall have the same meaning as in such laws.

Section 8.8.1. Such right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article 8. To the fullest extent permitted by any applicable law and except as otherwise determined by the Governing Council in a specific instance, expenses incurred by a person seeking indemnification in defending any "proceeding" shall be advanced by BSI before final disposition of the proceeding upon receipt by BSI of an undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by BSI for those expenses.

Section 8.8.2. BSI shall have power to purchase and maintain insurance to the fullest extent permitted by any relevant law on behalf of any Delegate to the Governing Council, any Officer, or any agent of BSI, against any liability asserted against or incurred by the

agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by any relevant law.

ARTICLE 9. COMMITTEES

Section 9.1 **Committees of Delegates to the Governing Council.** The Governing Council may, by resolution adopted by a majority of the Delegates to the Governing Council then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Governing Council to the extent of the powers specifically delegated in these Bylaws. Each such committee shall consist of two (2) or more Delegates to the Governing Council, and may also include persons who are not Delegates to the Governing Council, to serve at the pleasure of the Governing Council. The Governing Council may designate one or more alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the Delegates then in office, provided that a quorum is present. The Governing Council may also designate one or more advisory committees that do not have the authority of the Governing Council. However, no committee, regardless of Governing Council resolution, may:

- (a) Approve any action that, under any applicable law the BSI Constitution, or these Bylaws, also requires approval of the BSI members or approval of a majority of all BSI members;
- (b) Fill vacancies on, or remove Delegates to the Governing Council or in any committee that has the authority of the Governing Council;
- (c) Fix compensation of the Delegates to the Governing Council for serving on the Governing Council or on any committee;
- (d) Amend or repeal the BSI Constitution or these Bylaws or adopt new Bylaws;
- (e) Amend or repeal any resolution of the Governing Council that by its express terms is not so amendable or repeatable;
- (f) Appoint any other committees of the Governing Council or their members;
- (g) Approve a plan of merger; consolidation; voluntary dissolution; bankruptcy or reorganization; or for the sale, lease, or exchange of all or substantially all of the property and assets of BSI otherwise than in the usual and regular course of its business; or revoke any such plan;
- (h) Approve any self-dealing transaction, except as provided by any applicable law; or
- (i) Expend BSI funds to support a nominee for a Delegate to the Governing Council after there are more people nominated for membership on the Governing Council than can be elected.

No committee shall bind BSI in a contract or agreement or expend BSI funds, unless authorized to do so by the Governing Council.

Section 9.2 **Meetings and Actions of Committees.** Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 7, of these Bylaws, concerning meetings and actions of Delegates to the Governing Council, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Governing Council and its members, except that the time for regular meetings of committees may be determined either by resolution of the Governing Council or by resolution

of the committee. Special meetings of committees may also be called by resolution of the Governing Council. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with BSI's records. The Governing Council may adopt rules not inconsistent with the provisions of these Bylaws for the government of any committee.

Section 9.3 **Executive Committee**. Pursuant to Article 9, Section 1, the Governing Council may appoint an Executive Committee composed of three (3) or more Delegates to the Governing Council, one of whom shall be the Chairperson of the Executive Committee. Unless limited in a resolution of the Governing Council, the Executive Committee shall have and may exercise all the authority of the Governing Council in the management of the business and affairs of BSI between meetings of the Governing Council; provided, however, that the Executive Committee shall not have the authority of the Governing Council in reference to those matters enumerated in Article 9, Section 9.1. The Secretary of BSI shall send to each Delegate to the Governing Council a summary report of the business conducted at any meeting of the Executive Committee.

Section 9.4 **Audit Committee**. The Governing Council may from time to time, appoint an Audit Committee to review the financial status or transactions of BSI.

Section 9.4.1 Notwithstanding Article 9, Section 9.1, which shall otherwise govern any Audit Committee's operations, if an Audit Committee is formed, the Audit Committee may be comprised of one or more persons and may include persons other than Delegates to the Governing Council. The membership of the Audit Committee shall not include the following persons:

- (a) The Chairperson of the Governing Council or chief operating officer of BSI;
- (b) The Treasurer of BSI;
- (c) Any employee of BSI; or
- (d) Any person with a material financial interest in any entity doing business with BSI.

Section 9.4.2 In the event that the Governing Council appoints a Finance Committee, members of the Finance Committee must constitute less than one-half of the membership of the Audit Committee, if an Audit Committee is formed, and the Chair of the Finance Committee shall not serve on any such Audit Committee.

Section 9.4.3 If an Audit Committee is formed, the Audit Committee shall make recommendations to the Governing Council regarding the hiring and termination of any person such as an auditor, who may be an independent certified public accountant, or any other competent financial professional capable of reviewing, examining and auditing the books of BSI for accuracy, integrity, and completeness. The Chair of any Audit Committee may be authorized by the Board to negotiate the compensation of the auditor or other competent financial professional.

Section 9.4.4 If an Audit Committee is formed, the Audit Committee shall confer with the auditor or other financial review person to satisfy the BSI members that BSI's financial affairs are in order, and shall review and determine whether to accept the audit, financial review or other examination of the financial records of BSI. In the event that the

auditor's firm or other financial professional provides non-audit services to BSI, any Audit Committee shall ensure that the auditor's firm or other financial professional adheres to the standards for auditor independence set forth in any reasonable standards appropriate to BSI's situation.

Section 9.5 **Standing Membership Committees**. The Governing Council or Chairperson of the Governing Council may establish Standing Membership Committees which do not have the authority of the Governing Council and may be comprised of one (1) or more Delegates to the Governing Council, and should include Delegates who are not on the Governing Council appointed by the Chairperson of the Governing council. Standing Membership Committees shall be established by resolution of the Governing Council.

ARTICLE 10. OFFICERS

Section 10.1 **Officers**. As necessary and appropriate to carry out the purposes of BSI, the officers of BSI shall consist of a Commodore, Vice Commodore, Treasurer, Secretary and such other officers as the Governing Council may designate by resolution. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Commodore. In addition to the duties specified in this Article 10, officers may perform all other duties customarily incident to their office and such other duties as may be required by any applicable law, by the BSI Constitution, or by these Bylaws, subject to control of the Governing Council, and shall perform such additional duties as the Governing Council shall from time to time assign.

The officers shall be chosen by the Governing Council from amongst its Delegates at its first meeting following each Governing Council Delegate election, and shall serve at the pleasure of the Governing Council, subject to the rights, if any, of any officer under any contract of employment. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by the Governing Council. Any officer may resign at any time by giving written notice to the Governing Council, the Commodore, or the Secretary of the Association, without prejudice to the rights, if any, of BSI under any contract to which such officer is a party. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified in the resignation; and, unless otherwise specified in the resignation, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Governing Council, but it is presumed that no BSI Officers will receive any compensation for their services to BSI.

Section 10.2 **Commodore**. The Commodore shall, when present, preside at all meetings of the Governing Council, Executive Committee and membership. The Commodore is authorized to execute in the name of BSI all contracts and other documents authorized either generally or specifically by the Governing Council to be executed by BSI.

Section 10.3 **Vice Commodore**. The Vice Commodore shall, in the absence of the Commodore, or in the event of her or his inability or refusal to act, perform all the duties of the Commodore,

and when so acting shall have all the powers of, and be subject to all the restrictions on, the Commodore.

Section 10.4 **Secretary**. The Secretary, or his or her designee, shall be custodian of all records and documents of BSI which are to be kept at the principal location of BSI, shall act as Secretary of all the meetings of the Governing Council and the members, and shall keep the minutes of all such meetings in books proposed for that purpose. He or she shall attend to the giving and serving of all notices of BSI, and shall see that the seal of BSI, if one is adopted, is affixed to all documents, the execution of which on behalf of BSI under its seal is duly authorized in accordance with the provisions of these Bylaws.

Section 10.5 **Treasurer**. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of BSI, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of BSI with such depositories as may be designated by the Governing Council. The Treasurer shall disburse or cause to be disbursed the funds of BSI as may be ordered by the Governing Council, and shall render to the Commodore and Delegates to the Governing Council, whenever they request it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of BSI. If required by the Governing Council, the Treasurer shall give BSI a bond in the amount and with the surety or sureties specified by the Governing Council for faithful performance of the duties of the Treasurer's office and for restoration to BSI of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control on the Treasurer's death, resignation, retirement, or removal from office. BSI shall pay the cost of such bond.

ARTICLE 11. EXECUTION OF BSI INSTRUMENTS

Section 11.1 **Execution of BSI Instruments**. The Governing Council may, in its discretion, determine the method and designate the signatory officer or officers or other person or persons, to execute any BSI or organization instrument or document, or to sign BSI name without limitation, except when otherwise provided by any applicable law, and such execution or signature shall be binding upon BSI. Unless otherwise specifically determined by the Governing Council or otherwise required by any applicable law, formal contracts of BSI, promissory notes, deeds of trust, mortgages, and other evidences of indebtedness of BSI and other BSI instruments or documents, memberships in other Associations, and certificates of shares of stock owned by BSI, shall be executed, signed, or endorsed by the Commodore Vice-Commodore or the and by the Secretary or Treasurer or any assistant Secretary or assistant Treasurer. All checks and drafts drawn on banks or other depositories on funds to the credit of BSI, or in special accounts of BSI, shall be signed by such person or persons as the Governing Council shall authorize to do so.

Section 11.2 **Financial and Bank accounts**. The officers of BSI are authorized to open bank accounts, close bank accounts, merge bank accounts, dispose of bank accounts, and otherwise handle any and all financial and / or banking account transactions, in the ordinary course of business of BSI.

Section 11.3 **Loans and Contracts**. No loans or advances shall be contracted on behalf of BSI and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Governing Council. Without the express and specific authorization of the Governing Council, no officer or other agent of BSI may enter into any indebtedness contract or execute and deliver any contractual instrument in the name of and on behalf of BSI.

ARTICLE 12. RECORDS AND REPORTS

Section 12.1 **Maintenance and Inspection of Constitution and Bylaws**. BSI shall keep at its principal office or electronically on its website the original or a copy of its Constitution and Bylaws, as amended from time to time, to date, which shall be open to inspection by the members and Delegates to the Governing Council at all reasonable times during office hours.

Section 12.2 **Maintenance and Inspection of Any Tax Exemption Application and Annual Information Returns**. BSI shall keep at its principal office or electronically on its website a copy of its tax exemption application to any jurisdiction, if any, the determination letter from any relevant jurisdiction concerning its tax favored status in that jurisdiction, and its annual information returns, to any jurisdiction requiring such information which shall be open to public inspection and copying to the extent required by any applicable law.

Section 12.3 **Maintenance and Inspection of Other BSI Records**. BSI shall keep adequate and correct books and records of accounts; written minutes of the proceedings of its members, Governing Council, and committees of the Governing Council; and a record of each member's name and address. All such records shall be kept at such place or places designated by the Governing Council, or, in the absence of such designation, at the principal office of BSI or electronically on BSI's website. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of BSI shall turn over to his or her successor or the Commodore, in good order, such BSI monies, books, records, minutes, lists, documents, contracts or other property of BSI as have been in the custody of such officer, employee, or agent during his or her term of office. Every Delegate to the Governing Council shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of BSI and each of its subsidiary Associations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents. On written demand to BSI, any BSI Member may inspect, copy, and make extracts of the accounting books and records and the minutes of proceedings of the members, the Governing Council, and committees of the Governing Council at any reasonable time for a purpose reasonably related to the member's interest as a member. Subject to any applicable Law, unless BSI provides a reasonable alternative as provided below, any member may do either or both of the following for a purpose reasonably related to the member's interest as a member:

- (a) Inspect and copy the records of members' names, addresses, and voting rights during usual business hours on five (5) days' prior written demand to BSI, which demand must state the purpose for which the inspection rights are requested; or
- (b) Obtain from the Secretary of BSI, on written demand and tender of a reasonable charge, an alphabetized list of names, addresses, and voting rights of members who are entitled to vote

for the election of Delegates to the Governing Council as of the most recent record date for which that list has been compiled, or as of the date, after the date of demand, specified by the member. The demand shall state the purpose for which the list is requested. The Secretary shall make this list available to the member on or before the later of ten days after (i) the demand is received or (ii) the date specified in the demand as the date as of which the list is to be compiled. BSI may, within ten (10) business days after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the membership list. Any rejection of this offer must be in writing and must state the reasons that the proposed alternative does not meet the proper purpose of the demand.

Section 12.3.1. If BSI reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a member, or if it provides a reasonable alternative under this Section, it may deny the member access to the membership list.

Section 12.3.2. Any inspection and copying under this Section may be made in person or by the member's agent or attorney. The right of inspection includes the right to copy and make extracts. Any right of inspection extends to the records of any subsidiary of BSI.

Section 12.4. Preparation of Annual Financial Statements. BSI may prepare annual financial statements using generally accepted accounting principles or such other standards as would be normal, appropriate and customary for an organization of the size and type of BSI. Any such statements prepared annually, or otherwise, may be reviewed, examined or audited by an independent certified public accountant or other financial professional capable of reviewing, examining and auditing the books and records of BSI to determine the accuracy, integrity and completeness of BSI's books and records, in conformity with generally accepted accounting standards or such other standards as would be normal, appropriate and customary for an organization of the size and type of BSI, under supervision of the Audit Committee, if one is established by the Governing Council . If prepared, BSI shall make these financial statements available to any relevant governmental agency with the power to inspect such records.

Section 12.5. Reports. The Governing Council may cause an annual report to the members to be prepared, and if prepared, be sent to all Delegates to the Governing Council, within a reasonable time after the end of BSI's fiscal year (and to BSI members upon appropriate request), containing some or all of the following information:

- (a) The assets and liabilities, including the trust funds, of BSI at the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenues or receipts of BSI both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of BSI for both general and restricted purposes during the fiscal year; and
- (e) The information required by any applicable law concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year.

Section 12.5.1. Any such annual report, if prepared, shall be accompanied by any pertinent report, if one is prepared, from BSI's financial auditor or other financial professional, who reviewed BSI's financial records for the period of the annual report, and if there is no such report, the certificate of an authorized officer of BSI that the annual report was prepared without audit or review from the books and records of BSI.

Section 12.5.2. BSI shall furnish any member who so requests a copy of any report filed by BSI with any governmental agency. BSI may impose reasonable charges for copying and mailing this report to a member.

ARTICLE 13: FISCAL YEAR

Section 13.1 The fiscal year for BSI shall begin on January 1 and shall end on December 31.

ARTICLE 14. AMENDMENTS AND REVISIONS

Section 14.1. Subject to the rights of members under this Article 14, the Governing Council may adopt, amend, or repeal Bylaws by affirmative vote of a majority of the members of the Governing Council then in office, unless the action would materially and adversely affect the members' rights as to voting. Proposed amendments to these Bylaws must be in writing, electronically or otherwise, and sent to the Delegates to the Governing Council at least 24 hours in advance of the Governing Council meeting at which they will be considered for adoption. The Governing Council may not extend the term of a Delegate to the Governing Council beyond that for which the members elected the particular Delegate to the Governing Council. Once members have been admitted to BSI, the Governing Council may not, without the approval of the members, adopt, amend, or repeal a bylaw provision that specifies or changes a fixed number of Delegates to the Governing Council or the minimum or maximum number of delegates to the Governing Council, or changes from a fixed number of Delegates to the Governing Council to a variable number of Delegates to the Governing Council or vice versa. If any provision of these Bylaws requires the vote of a larger proportion of the Governing Council than is otherwise required by any applicable law, that provision may not be altered, amended, or repealed except by that greater vote. Without the approval of the members, the Governing Council may not adopt, amend, or repeal any Bylaws that would:

- (a) Increase or extend the terms of Delegates to the Governing Council;
- (b) Increase the quorum for members' meetings;
- (c) Repeal, restrict, create, expand, or otherwise change members' proxy rights;
- (d) Authorize cumulative voting;
- (e) Increase the number of Delegates to the Governing Council appointed by the Governing Council, rather than elected by the members; or
- (f) Authorize the Governing Council to fill a vacancy created by the removal of a Delegate to the Governing Council by the members.

ARTICLE 15. BSI SEAL

Section 15.1. The Governing Council may adopt, use, and alter AN BSI seal. The seal, if one is adopted, shall be kept at the principal location of BSI. Failure to affix the seal to any BSI instrument, however, shall not affect the validity of that instrument.

ARTICLE 16. CONSTRUCTION AND DEFINITIONS

Section 16.1. Unless the context otherwise requires, these Bylaws shall be interpreted in a reasonable manner in light of the circumstances in which they are being construed. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes BSI as well as a natural person. If any competent court of law shall deem any portion of these Bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

Adopted September ____, 2019

APPENDIX A

BSI Code of Conduct

Respect. Communication. Appreciation.

To enhance the BSI mission of making sailing accessible, safe and fun for all who may participate in BSI competitions and activities, all BSI Members, and all others who participate in BSI activities, shall follow these basic rules and guidelines when participating in BSI competitions, activities, meetings and events. Failure to do so may result in expulsion from the activity and / or competition, and in extreme circumstances may result in suspension or expulsion of a BSI Member from BSI.

1. Be Inclusive. Have an open-minded, inclusive, and respectful attitude towards other competitors, members and participants, volunteers, and members of the community engaged in any BSI competition, activity or meeting.
2. Be calm. Do not engage in violent or aggressive behavior towards anyone or any property while engaged in a BSI competition, activity or meeting.
3. Be respectful. BSI embraces diversity and inclusivity within a respectful environment in which all appropriate views and perspectives are to be encouraged. As such, during BSI competitions, activities and meetings, all BSI Members, activity participants and others shall demonstrate respectful behavior toward one another.
4. Be safe. All BSI members and participants in BSI competitions and activities must wear a personal flotation device before engaging in any on water BSI competition or activity. Furthermore, all BSI Members and activity participants shall use common sense while engaging in BSI competitions and activities to minimize the risk of damage to person or property during such competitions and activities.
5. Be smart. No participant shall consume intoxicating drugs or alcohol prior to or during BSI competitions or activities. Each BSI Member is responsible for determining the effect of any medication they might need to take and whether taking it might prevent the BSI Member from safely participating in any BSI competitions or activities, and if so, to postpone their involvement until it is safe to do so. Further, BSI Members shall act responsibly in post competition events and activities, including the responsible consumption of alcohol at any such post competition or activity social gatherings and events.
6. Be courteous. Smoking (including use of e-cigarettes) may not be permitted on any vessel used for BSI competitions or activities, the adjacent docks, or any facility in or around which no smoking is allowed so all BSI Members and activity participant shall obey any such nonsmoking rules.
7. Be Wise. All BSI Members shall refrain from any activity which would result in an International Rules of Racing Rule 69 violation.
8. Be a good BSI representative. All BSI Members are ambassadors of BSI when engaged in BSI competitions and activities, and while enjoying the facilities of any local hosting yacht club after a BSI competition or activity. Please be aware of the guest polices before using such facilities at any host yacht club and when doing so, refrain from any behavior unbecoming of a BSI Member.

Adopted by Governing Council
September zzz, 2019

CERTIFICATE OF SECRETARY

I, _____, the undersigned, certify that I am the presently elected and acting Secretary of Blind Sailing International (“BSI”), an unincorporated association, and the above Bylaws, consisting of _____ pages, are the Bylaws of BSI as adopted by the Governing Council of BSI on September _____, 2019., and that they have not been amended or modified since that date.

Executed as of September _____, 2019 in the City of _____, in the State/Province of _____, the country of _____.

/s/ _____

Title: BSI Secretary

Printed Name: _____