

## **Overview of AUVSI Chapter Affiliation Agreement**

The objective for this Agreement is to provide **accountability**, set basic requirements for **consistency**, and obtain knowledge to better assist Chapters in providing **value** to members.

This Agreement will provide the optimum relationship between AUVSI and our Chapters.

This Agreement contains the following items:

- A content overview
- The legal document
- Exhibits referenced in the document as A-C

### **Responsibilities of Parties**

Specific and detailed responsibilities of AUVSI and each Chapter are attached to this Agreement as Exhibit A. The responsibilities are:

#### **AUVSI**

- Chapter Leader's Information Package
- Periodic Chapter Event presence
- Chapter Discussion Forum
- Document/Governance Templates
- Chapter rebates

#### **CHAPTER (Annually Unless Otherwise Noted)**

- Bylaws
- Year-end Financial Reporting
- List of Board of Directors and Officers
- List of Committees and Committee Chairs
- Schedule of all Chapter related meetings and events
- Copy of Strategic Plan/Goals
- Web site

### **Common Goals**

AUVSI and Chapter agree to promote the purpose of AUVSI as described in AUVSI's Bylaws and AUVSI's Strategic Plan and goals.

### **Mutual Support**

AUVSI agrees to provide guidance to Chapter for its governance and operations. This may include leadership information, templates, and model documents.

Chapter agrees to encourage its members to participate in AUVSI activities and otherwise support AUVSI to the fullest extent possible.

### **Chapter Guidelines**

Chapter agrees to abide by the Chapter Guidelines and policies attached to this Agreement as Exhibit B.

### **Bylaws**

Chapter agrees to comply with the AUVSI Bylaws and any policies and procedures established by the AUVSI Board of Directors. Chapter Bylaws are to be received at AUVSI before the Chapter will be granted a charter. For Chapters already in existence, current bylaws must be on file with AUVSI.

### **Membership**

Membership in AUVSI is determined by AUVSI's Bylaws. All AUVSI membership dues shall be collected directly from members by AUVSI. AUVSI shall remit Chapter rebates to Chapters annually.

**Dissolution of the Chapter**

Should the Chapter elect to discontinue operations or dissolve, the assets of the Chapter shall be applied by its Board of Directors to payment of all obligations of the Chapter. Any remaining funds shall be distributed to AUVSI.

**Term and Termination of Agreement**

The Term of this Agreement shall begin on January 7, 2015 and shall continue unless revoked by AUVSI or surrendered by Chapter.

This Agreement may be amended only in written form and executed by both parties.

**Compliance of Agreement**

Compliance shall begin upon signing. A Chapter that refuses to follow terms of the Agreement will forfeit its charter to serve as a Chapter of AUVSI. AUVSI's leadership views this agreement as a means of ensuring strong and growing Chapters, working with AUVSI in advancement of the AUVSI's overall goals and missions.

## AUVSI CHAPTER AFFILIATION AGREEMENT

THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_day of \_\_\_\_\_, between the Association for Unmanned Vehicle Systems International ("AUVSI"), a non-profit corporation organized under the laws of the state of Ohio, USA having its principal offices in the Commonwealth of Virginia and the \_\_\_\_\_Chapter of AUVSI ("Chapter"), a non-profit corporation organized under the laws of [state of incorporation] , having its principal office at \_\_\_\_\_

The parties agree as follows:

I. Grant of Charter to Chapter.

A. Charter. AUVSI hereby grants to Chapter charter to be a Chapter of AUVSI. Chapter is authorized to use the name "Association for Unmanned Vehicle Systems International" ("AUVSI"), and logo of AUVSI in or in connection with Chapter's name, acronym and logo, with the authority to use such marks in connection with Chapter's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached to this Agreement, otherwise incorporated herein, or subsequently provided to Chapter by AUVSI.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue unless revoked by AUVSI or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender.

II. Summary of Responsibilities and Common Goals.

AUVSI and Chapter will each comply with the Summary of Responsibilities ("Responsibilities") attached to this Agreement as Exhibit A, as such Responsibilities now exist or as they may hereafter be revised by the parties. AUVSI and Chapter agree to promote the purposes of AUVSI as described in AUVSI's Bylaws and the strategic and programmatic goals of the association as communicated by AUVSI's leadership.

A. Obligations of the Chapter. The Chapter's obligations to AUVSI include the following:

1. Structure. The Chapter will remain incorporated as a nonprofit corporation under the laws of its state and will operate as an organization exempt from federal income tax under Internal Revenue Code §501(c)(6). The articles of incorporation or corporate charter of the Chapter, and its bylaws, will be consistent with those of AUVSI. Any changes to either document of the Chapter are subject to advance written approval by AUVSI.

2. Purposes and Activities. The Chapter will conduct all of its policies, programs, activities, and events in accordance with applicable legal and regulatory provisions and using the highest ethical standards.

3. Representation. The Chapter will ensure that any policies, programs, activities, events, statements, positions, communications, or representations are consistent with and supportive of policy statements, positions and goals established by AUVSI.

III. Mutual Support.

AUVSI agrees to provide guidance to Chapter for its governance and operations, to include leadership training, templates, and model documents, as outlined in Exhibit A.

Chapter agrees to conduct programs and activities that further the purposes of AUVSI, to encourage its members to participate in AUVSI activities, and otherwise to support AUVSI to the fullest reasonable extent possible.

A. Relationship. The AUVSI and the Chapter expressly acknowledge and warrant that they are, and will remain, separate legal entities. The Association's relationship with the Chapter in the performance of this Agreement is based on a charter, and no agency, partnership, or joint venture arrangement is intended. Neither party is authorized to incur

any liability, obligation, or expense on behalf of the other. All employees or agents performing services that are to be performed by AUVSI under this Agreement will at all times be under AUVSI's exclusive direction and control and will be employees or agents of AUVSI's and not of the Chapter. All employees or agents performing services that are to be performed by the Chapter under this Agreement will at all times be under the Chapter's exclusive direction and control and will be employees or agents of the Chapter and not of AUVSI.

IV. Articles of Incorporation, Bylaws and Other Requirements.

As a condition of receipt of its charter as a Chapter of AUVSI, AUVSI provided its approval to the Bylaws of Chapter. Any amendments to Chapter's Bylaws must first be submitted to, and approved by, AUVSI. Chapter agrees to abide by Chapter Guidelines attached to this Agreement as Exhibit B, shall comply at all times with all Chapter-related requirements set forth in AUVSI's Bylaws (Exhibit C, attached) and all other Chapter-related policies, procedures, and handbooks.

V. Compliance with Laws.

Chapter warrants that it is in compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in compliance with, and otherwise conduct its activities at all times in accordance with, all applicable laws, regulations, and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals and shall make all required filings, such as annual reports and tax filings that may be required in connection with its performance under this Agreement.

Similarly, AUVSI warrants that it is in compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in compliance with, and otherwise conduct its activities at all times in accordance with, all applicable laws, regulations, and other legal standards. Further, AUVSI warrants that it shall maintain at all times all permits, licenses and other governmental approvals and shall make all required filings, such as annual reports and tax filings that may be required in connection with its performance under this Agreement.

VI. Intellectual Property.

Limited License. Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Association for Unmanned Vehicle Systems International," ("AUVSI"), the logo of AUVSI, and other AUVSI trademarks, service marks, trade names, and logos (collectively referred to as the "Marks"), (ii) AUVSI's membership mailing and electronic mail lists with respect to past, current, or prospective members of AUVSI located within the geographic area in which Chapter is permitted by AUVSI to operate (collectively referred to as the "Mailing List"), and (iii) all copyrighted or proprietary information and materials provided by AUVSI to Chapter during the Term of this Agreement (the "Proprietary Information") (the Marks, Mailing List, and Proprietary Information are collectively referred to as the "Intellectual Property") in or in connection with Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by AUVSI.

A. The Intellectual Property is and shall remain at all times the sole and exclusive property of AUVSI. AUVSI's logo may not be revised or altered in any way, and must be displayed in the same form as produced by AUVSI. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of AUVSI. Chapter shall not permit any third party to use the Intellectual Property without AUVSI's express prior written approval. Chapter shall not sell or trade the Intellectual Property without AUVSI's express prior written approval.

The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes.

B. Failure by Chapter to comply with the terms and conditions herein may result in the immediate suspension or revocation of this license, in whole or in part, by AUVSI. Failure to comply also may result in the suspension or revocation of the charter of Chapter by AUVSI. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

VII. Indemnification.

Chapter shall indemnify, save and hold harmless AUVSI, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, expenses and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents. Chapter shall promptly notify AUVSI upon receipt of any Claim and shall grant to AUVSI the sole conduct of the defense to any Claim.

Likewise, AUVSI shall indemnify, save and hold harmless Chapter, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of any act or omission by AUVSI or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents. AUVSI shall promptly notify Chapter upon receipt of any Claim and shall grant to Chapter the sole conduct of the defense to any Claim.

The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by AUVSI to Chapter hereunder shall remain in full force and effect unless and until revoked by AUVSI, either upon recommendation to AUVSI by the Council of Chapter Presidents of AUVSI (the "Council") or upon cause as determined by AUVSI, or surrendered by Chapter in accordance with the provisions of this Agreement. Cause for revocation of this charter shall include a determination that the conduct of the Chapter is in violation of this Agreement or the provisions of the AUVSI's bylaws or applicable policies or procedures. Any action to revoke the Chapter's charter will be initiated by written notice to the Chapter specifying the reasons for the proposed revocation, with the Chapter provided the opportunity to respond to the Council in writing. The decision of AUVSI, upon recommendation of the Council, is final; and the Chapter specifically warrants that it will assert no appeal to that decision in any other forum.

B. Surrender of Charter. Chapter may surrender its charter by delivering to AUVSI written notice of its intention to do so no less than sixty (60) days prior to the effective date of such surrender.

VIX. Dissolution of Chapter

Should Chapter elect to discontinue operations or dissolve, the assets of Chapter shall be applied by its Board of Directors, or if not by its Board of Directors, by an order of the proper court, to payment of all obligations of Chapter. Any remaining funds shall

be distributed to AUVSI or to an organization with purposes as near as possible to those stated in Chapter's Bylaws.

XI. Miscellaneous.

A. Entire Agreement. This Agreement supersedes and replaces all prior understandings, whether oral or written, and except as otherwise provided herein, can only be amended by means of a written amendment signed by both parties.

B. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

C. Waiver. The failure of either party to enforce strictly or promptly any of the provisions of this Agreement shall not operate as a waiver of such party's rights to enforce such provision at a later time or to revoke a charter based upon such material breach of this Agreement.

XII. IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Association for Unmanned Vehicle  
Systems International

\_\_\_\_\_  
[Full corporate Name of Chapter]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date

\_\_\_\_\_

## **Exhibit A**

### **Summary of Responsibilities of AUVSI to the Chapter**

- A. Provide to the chapter president regular updates and talking points on AUVSI activities.
- B. Schedule periodic Chapter visits in accordance with budget allowance and chapter activities and events.
- C. Provide a forum for Chapters to discuss common challenges and opportunities.
- D. Provide sample templates, including but not limited to governance, financial, strategic planning, and Web site.
- E. Remit payment of chapter rebates at the end of each fiscal year.

### **Summary of Responsibilities of Chapters to AUVSI (Annually Unless Otherwise Noted):**

- A. Provide a copy of Chapter Bylaws.
- B. Provide year end annual report to include any changes to the bylaws, as well as a financial status report.
- C. Provide a list of Chapter Board of Directors and Officers (within 30 days of a change)
- D. Provide a list of Chapter Committees and Chapter Committee Chairs (if applicable.)
- E. Provide a schedule of all chapter events and meetings for the coming year.
- F. Provide a copy of Chapter Strategic Plan/Goals.
- G. Maintain a Chapter Web site.

## **Exhibit B**

### **AUVSI Chapter Guidelines**

- A. All persons who choose to affiliate themselves with a local Chapter must be current members of AUVSI. Chapter is required to comply with the applicable sections of the AUVSI bylaws.
- B. The Chapter must file articles of incorporation, and keep this incorporate updated as required by state law.
- C. Chapter officers should consist of a President, a Vice President, a Secretary and a Treasurer. These officers must be elected by vote of the affiliated members, as spelled out in the bylaws.
- D. Chapter officers or its Board of Directors may establish committees, as they deem necessary. It is strongly recommended that Chapters establish a Program Committee and Membership Committee to ensure a strong Chapter with networking and educational opportunities.
- E. The Chapter is solely responsible for its financial obligations and is responsible for all state or other regulatory requirements resulting from its activity. Although AUVSI will assist the chapter to ensure that they are aware of any necessary regulatory requirements, the Chapter must act and identify itself as its own independent entity.
- F. The chapter agrees that member information will only be used for purposes related directly to the chapter such as: member recruitment/retention, activities and news updates and other outreach efforts. AUVSI policy not to share members' contact information, mailing lists, with non-members and the general public is extended to cover the chapters and chapter events as well. This list may not be used for ones' personal or business related matters at any time. Chapters violating this mailing list policy will forfeit their rights to the lists and will only be allowed to communicate through the online community.

## EXHIBIT C

### BYLAWS

*The Association for Unmanned Vehicle Systems International (AUVSI)  
(Revised March 2014)*

#### ARTICLE I: NAME AND ORGANIZATION

**Section 1. Name.** The name of the organization shall be the Association for Unmanned Vehicle Systems International (hereinafter referred to as the “Association”).

**Section 2. Organization.** The Association shall be organized as an international membership association. The Association may establish chapters in accordance with these Bylaws.

#### ARTICLE II: OBJECTIVE

**Section 1. Objective.** To provide an organization for those who have a common interest in unmanned vehicle systems and robotics and who wish to:

- Foster and expand the use of unmanned vehicle systems and robotics
- Advance the technology of unmanned vehicle systems and robotics
- Exchange ideas and information in the field of unmanned vehicle systems and robotics
- Advocate for the unmanned systems and robotics industry and users
- Recognize the advances and contributions to the field of unmanned vehicle systems and robotics
- Promote the education of the membership and the general public in the field of unmanned vehicle systems and robotics
- Document the history of unmanned vehicle systems and robotics and commemorate the memory of fellow members

#### ARTICLE III: MEMBERSHIP

**Section 1. Membership.** The Association consists of three (3) classes of membership: Regular Members, Student Members, and Honorary Members. Members are considered to be in good standing and entitled to all rights and privileges of membership in the Association if all amounts owed to the Association are paid with no outstanding balance.

- (a) **Regular Membership.** Consists of Individual and Organizational members interested in the advancement of unmanned vehicle systems and robotics. Organizational members include, but are not limited to, corporations, schools, government agencies, or nonprofit organizations.
- (b) **Student Membership.** Consists of full-time students at any educational level. Student members shall be ineligible to vote or hold an elective office.
- (c) **Honorary Membership.** Honorary membership may be awarded at the discretion of the Board of Directors. An Honorary Member shall be ineligible to vote or hold



an elective office.

**Section 2. Dues.** Dues for membership shall be set by the Board of Directors. Failure to pay dues in accordance with membership policies as may be adopted is cause for loss of membership. Membership shall commence upon receipt of a paid application or renewal.

**Section 3. Discipline/Revocation of Membership.** The Board of Directors may create policy governing the discipline of members, including the revocation of membership.

#### **ARTICLE IV: MEETINGS OF MEMBERS**

**Section 1. Annual Meeting.** A meeting of the members shall be held annually for the election of directors and officers of the Association and for other business the Board of Directors may deem necessary.

**Section 2. Special Meetings.** Special meetings of members may be called at any time by the Board of Directors, the Chairman of the Board of Directors, the President/CEO, or upon a written demand signed by at least twenty-five percent (25%) of all of the members of the Association.

**Section 3. Place of Meetings.** The Board of Directors may determine the location of all meetings. They can be held in person, within or outside the State of Ohio, or via authorized communications equipment. Authorized communications equipment means any communications equipment that provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects, the intention of the member or director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. Any voting member who uses authorized communications equipment is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of authorized communications equipment.

**Section 4. Notice of Meetings.** Written notice stating the place, if any, and the time of a meeting and the means, if any, by which the voting members can be present and vote at the meeting through the use of authorized communications equipment, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or sent by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid, not less than ten or not more than sixty (60) days before the date of the meeting to each member entitled to notice using the contact information on file with the Association.

**Section 5. Waiver of Notice.** Notice of the place, if any, the time, and the purposes of any meeting of members may be waived in writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of the meeting. A transmission by authorized communications equipment that contains a waiver constitutes a writing for this purpose. If a member attends a meeting without protesting prior to or at the commencement of the meeting, then the lack of proper notice shall be deemed to be waived by the member.

**Section 6. Voting.** Each Individual Regular Member shall be entitled to one vote at every meeting of the members. Voting at elections and votes on other matters may be conducted by mail or by the use of authorized communications equipment. Whenever any action is to be taken by a vote of the members, it shall be authorized by the affirmative vote of a

majority of the members present at the meeting and entitled to vote on such actions. Participation by a member in a meeting through the use of any of the means of authorized communications equipment constitutes presence in person of that member at the meeting.

**Section 7. Conduct of Meetings.** The Chairman of the Board of Directors shall preside at any meeting of members. If the Chairman of the Board of Directors is absent, the Executive Vice-Chairman shall preside. If the Chairman of the Board and the Executive Vice-Chairman are absent, the First Vice-Chairman shall preside.

**Section 8. Inspection Rights.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, Board of Directors, and committees, and shall keep a record giving the names, addresses, date of admission and class of membership of the members entitled to vote. Records of the Association may be inspected by any director or member entitled to vote, for any proper purpose, at any reasonable time.

## **ARTICLE V: BOARD OF DIRECTORS**

**Section 1. Power of the Board of Directors and Qualifications of Directors.** The Board of Directors shall be responsible for the general supervision of the affairs of the Association and may make such decisions or policies as it deems advisable, not inconsistent with these Bylaws. All members of the Board of Directors must be members in good standing of the Association and their dues must be current during their term in office. Members of the Board of Directors are expected to actively participate in the governance of the Association.

**Section 2. Number of Directors.** There shall be eighteen (18) directors, not including the Officers and Immediate Past Chairman.

**Section 3. Term.** A Director shall serve on the Board for a term of three (3) years, or until his or her successor has been elected and installed or until his or her resignation or removal. The term for directors will normally commence in conjunction with the Association's primary annual conference, or on a date established by the Board of Directors, but in any case not later than the thirtieth day of September each year.

**Section 4. Election.** The directors shall be elected by the Individual Regular Membership. One third (1/3) or six (6) of the directors shall be elected each year on a rotating basis. Nominations shall be made for each director seat, the term of which expires in that year, or is vacant. A slate of candidates shall be recommended by the Nominating Committee and approved by the Board of Directors. Ballots will be sent to all Individual Regular Members via mail or through the use of authorized communications equipment at least forty-five (45) days prior to the expiration of the term of office. Ballots will be tallied by a qualified independent agent and certified results will be delivered to the Association.

**Section 5. Operating Procedures.** The Board of Directors is authorized to establish operating procedures and policies for the Association.

**Section 6. Attendance.** Directors must attend regularly scheduled Board of Directors meetings. In addition, directors are expected to participate in, or chair, one or more of the committees.

**Section 7. Removal of Board Members.** A director may be removed from office upon written notice and concurrence of two-thirds (2/3) of the Board of Directors present and voting. Grounds for removal may include:

- (a) A director has been absent from two (2) consecutive officially called Board of Directors meetings without excuse.
- (b) A director, as the Chair of a committee, fails to provide a report at each regularly scheduled Board of Directors meeting detailing the activities of his or her committee, regardless of his ability to attend such meeting.
- (c) A director is absent for four (4) consecutive officially called Board of Directors meetings, unless he or she can show cause before the Board of Directors at its next meeting as to why he or she should not be expected to participate more actively in the affairs of the Association during the remainder of his or her term.
- (d) A director is removed for cause. "Cause" shall include, but not be limited to, breach of fiduciary duty to the Association; being found guilty of crimes involving dishonesty or breach of trust (whether civil or criminal); or engagement in any conduct or behavior which, in the judgment of the Board of Directors, is contrary to, or not in, the best interests of the Association or may bring disrepute or dishonor upon the director or the Association.
- (e) A director is no longer in good standing under Article V, Section 1.

#### **Section 8. Vacancies.**

- (a) Vacancies occurring any time after the commencement of the term of office of directors will be filled by a member appointed by the Chairman of the Board with the concurrence of a majority of the Board of Directors present and voting.
- (b) If a candidate(s) has been elected but is unwilling or unable to take office, the vacancy will be filled by the candidate next in line according to the number of votes received in the same slate. If there are no other candidates in line for the vacancy, the Chairman of the Board may appoint a member with the concurrence of a majority of the Board of Directors present and voting.

**Section 9. Resignations.** Any director may resign at any time upon written notice to the Chairman of the Board.

### **ARTICLE VI: OFFICERS AND OTHER KEY PERSONNEL**

**Section 1. Officers.** There shall be four (4) officers of the Board of Directors: Chairman of the Board, Executive Vice-Chairman, First Vice-Chairman, and Treasurer.

**Section 2. Election and Term.** The Chairman of the Board, Executive Vice-Chairman, First Vice-Chairman and the Treasurer shall be nominated by the Board of Directors and elected by the Regular Individual Membership of the Association. Officers serve a two (2) year term. The term of office shall commence and end on the same date as directors as provided for in Article V, Section 3.

**Section 3. The Chairman of the Board.** The Chairman of the Board (the "Chairman") shall exercise the powers and perform the duties assigned by these Bylaws and be the chief elected officer of the Association. The Chairman shall have full power to enforce the provisions of the Bylaws and the will of the Association and its membership and shall perform such other duties as are usually incident to the office. The Chairman shall supervise the President/CEO. The Chairman shall also be a member of the Board of

Directors. No person shall serve as Chairman for more than one term of office.

**Section 4. The Executive Vice-Chairman.** The Executive Vice-Chairman shall perform such duties as assigned by the Chairman of the Board or by the Board of Directors of the Association in accordance with the terms of these Bylaws and shall perform such duties as are usually incident to the office. The Executive Vice-Chairman shall become Chairman of the Board, if for any reason the office is vacated between officer elections, and he or she shall discharge the duties of the Chairman of the Board, whenever, in the discretion of the Board of Directors, the disability or absence of the Chairman of the Board makes such service advisable. The Executive Vice-Chairman shall be a member of the Board of Directors.

**Section 5. The First Vice-Chairman.** The First Vice-Chairman shall perform such duties as assigned by the Chairman of the Board or by the Board of Directors of the Association in accordance with the terms of the Bylaws and shall perform such duties as are usually incident to the office. The First Vice-Chairman shall discharge the duties of the Chairman of the Board, whenever, in the discretion of the Board of Directors, the disability or absence of the Chairman of the Board and Executive Vice-Chairman make such service advisable. The First Vice-Chairman shall be a member of the Board of Directors.

**Section 6. The Treasurer.** The Treasurer shall oversee the financial affairs of the Association. The Treasurer shall make reports on the condition of the Treasury at each regular meeting of the Board of Directors, at the end of the fiscal year and at such times as requested by the Chairman of the Board or the Board of Directors. The Treasurer shall also prepare the annual budget for approval by the Board of Directors. The Treasurer will provide fiscal projections at the request of the Chairman of the Board or the Board of Directors. The Treasurer shall be a member of the Board of Directors.

**Section 7. The Immediate Past Chairman.** The Immediate Past Chairman shall perform those duties assigned by the Chairman of the Board. The Immediate Past Chairman shall be a member of the Board of Directors.

**Section 8. The President and Chief Executive Officer.** The Board of Directors shall appoint a President and Chief Executive Officer (“President/CEO”) for the purpose of fulfilling the day-to-day operations of the Association. The President/CEO shall not be a member of the Board of Directors and is not eligible to vote or hold elective office, but shall be considered an Officer of the Association in the conduct of his specified responsibilities in the operation of the Association, including serving as the Association’s Secretary. The President/CEO shall perform such other duties as may, from time to time, be assigned by these Bylaws and by the Board of Directors, or are usually incident to the office, including the following:

- (a) The President/CEO shall serve as the primary focal point for all affairs of the Association. It is the function of President/CEO to understand the goals of the Board, determine the course of action, and then execute the plan in a timely and efficient manner. The President/CEO shall exercise discretion and use sound judgment in the execution of his/her responsibilities. The President/CEO shall work closely with the AUVSI Committee chairpersons to ensure that their agendas are implemented.
- (b) The President/CEO shall be responsible for the routine conduct of business, and the maintenance of the membership rolls and Association records and archives, including the proceedings of all meetings of the Membership and Board of Directors. The President/CEO’s responsibilities also include oversight of

membership promotion and development; chapter development; database management; mailing list maintenance; public relations; advocacy; membership benefit program development and maintenance, to include payment and reimbursement for services; and other activities as shall be specified by the Chairman of the Board or the Board of Directors.

- (c) The President/CEO shall have the authority to recruit, hire and terminate employees of the Association, within the constraints of the approved budget, in order to execute his/her responsibilities.
- (d) In the event the President/CEO's position is vacated in advance of Board appointment of a replacement, the Chairman of the Board may appoint an Acting President/CEO for a period of not more than 90 days or until the Board appoints a new President/CEO.
- (e) The President/CEO shall have the authority, subject to Board approved policies, to enter into contracts and agreements within the constraints of the approved budget in order to execute his/her responsibilities. The President/CEO may delegate this authority to staff as appropriate.

## **ARTICLE VII: MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times as may be determined by the Board of Directors. Regular meetings of the Board of Directors may be held at such places within or outside the State of Ohio, including by means of authorized communications equipment.

**Section 2. Special Meetings.** Special meetings of the Board of Directors may be held at any time whenever called by the Chairman of the Board or upon the written request of any three (3) directors. Special meetings of the Board of Directors may be held at such places within or outside the State of Ohio, as the Board of Directors may determine, including by means of authorized communications equipment.

**Section 3. Notice of Meetings.** The President/CEO shall provide notice of all regular meetings and an agenda of business to each member of the Board of Directors at least ten (10) days prior to the date of the meeting. Notices and agenda of any special meeting of the Board of Directors shall be given at least two (2) days in advance thereof by written notice to each director either by personal delivery or mail, by overnight delivery service or authorized communications equipment.

**Section 4. Quorum.** One-half of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting. At Special Meetings, absent members shall be counted as present provided the meeting confines its action to the matters specified in the notice and members provide their vote in writing or by authorized communications equipment prior to the meeting. If a quorum cannot be met, or Directors are absent or unable or unwilling to fulfill their duties to the Association, a majority of the directors then present shall constitute a quorum for the filling of vacancies on the Board of Directors.

**Section 5. Waiver of Notice.** Notice of the place, if any, the time, and the purposes of any meeting of directors may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with or entered upon the records of the meeting. A transmission by authorized communications equipment that contains a waiver constitutes a writing for this purpose. If a director attends a meeting without

protesting prior to or at the commencement of the meeting, then the lack of proper notice shall be deemed to be waived by the director.

**Section 6. Action at a Meeting.** An act of the majority of the directors present at a meeting at which a quorum is present shall be an act of the Board of Directors.

**Section 7. Unanimous Consent.** The Board of Directors may take action outside of a regular or special meeting with the written unanimous consent of all members of the board. Any such decision will be entered into the Association records. Any transmission by authorized communications equipment that contains an affirmative vote or approval of a director shall constitute a signed writing for purposes of this Section.

**Section 8. Compensation of Directors.** The Association shall not pay any compensation to directors for services rendered to the Association, except that directors may be reimbursed for expenses reasonably incurred in the performance of their duties to the Association.

**Section 9. Conduct of Meetings.** Meeting of the Board of Directors shall be conducted as follows:

- (a) The meetings shall be presided over by the Chairman of the Board.
- (b) Questions of procedures shall be decided in accordance with Robert's Rules of Order (Latest Edition).
- (c) The Board of Directors may, at its discretion, meet in closed sessions.
- (d) The minutes of the meetings shall be kept by the President/CEO.

## **ARTICLE VIII: COMMITTEES**

**Section 1. Standing Committees.** The standing committees of the Association are: the Executive Committee, Membership Committee, Finance and Resources Committee, and Nominating Committee.

**Section 2. Ad-Hoc Committees.** The Board of Directors may appoint ad-hoc committees. The Chairman of the Board shall appoint the Chairperson of an ad-hoc committee. The Chairperson of the Committee shall appoint the Committee members.

**Section 3. Meetings.** Each Committee shall hold meetings at such times as may be deemed necessary, after due notice to its members.

**Section 4. Reports.** Each Committee shall keep a record of its proceedings and shall provide a report of its activities at regular meetings and such other times as may be required by the Board of Directors.

**Section 5. Removal.** The Committee Chairperson may remove any member of a Committee with the concurrence of the Chairman of the Board.

**Section 6. Appropriations.** The Board of Directors must approve Committee appropriations.

## **ARTICLE IX: STANDING COMMITTEES**

**Section 1. Executive Committee.** The Executive Committee shall be comprised of the Chairman of the Board, Immediate Past Chairman, Executive Vice-Chairman, First Vice-Chairman, and Treasurer.

- (a) **Objectives.** The Executive Committee assists the board of directors by identifying and assessing areas or issues of concern or significance to the association and preparing recommended courses of action for consideration by the board of directors. The Executive Committee may meet, consider and make decisions on urgent Association matters which, in the judgment of the Chairman of the Board, cannot be delayed until the next regularly scheduled Board of Directors meeting.

**Section 2. Membership Committee.** The Chairman of the Board shall appoint the Membership Committee Chairperson and Committee members. The objective of the Membership Committee is to foster increased Association membership, improve the quality of Association support to Chapters, and increase the mutual benefit of Chapter and Association cooperation.

**Section 3. Finance and Resources Committee.** The Finance and Resources Committee shall be chaired by the Treasurer. The Chairman of the Board shall appoint committee members. The objective of the Finance and Resources Committee is to develop financial policies, establish budgets, monitor the financial condition of the Association, and conduct or review audits.

1. **Finance.**

- A. Develop policies to ensure that the financial affairs of the Association are conducted in accordance with good financial management practices and the directives of the Board of Directors.
- B. Select and supervise the activities of a Financial Planning Consultant for the purpose of investing the Association's funds. The Board of Directors shall determine the amount and financial risk of the investment.

2. **Budget.** The Finance and Resources Committee, in conjunction with the President/CEO, shall prepare an annual Budget. The Budget shall address the Association's financial and resource requirements for the coming year and shall be submitted to the Board of Directors for approval at the Board Meeting prior to the end of the then current fiscal year. The Committee shall monitor actual financial performance against the budget at least quarterly; and recommend necessary changes to the budget..

3. **Audit.** The Finance and Resources Committee shall conduct an annual audit or review the annual audit conducted by an outside audit firm. The results of the audit shall be presented to the Board of Directors.

**Section 4. Nominating Committee.** The Nominating Committee shall consist of a Chairman and at least four (4) members, appointed by the Board of Directors, for the purpose of identifying prospective candidates for election as directors. Prior to the election of directors in any year, the Nominating Committee will present to the board of directors, for approval, a proposed slate of candidates for each expected completed term or vacancy. Final organization of candidates into voting slates, including single candidates for certain slates, as deemed appropriate by the Board, shall be approved by the Board in order to ensure adequate representation of the Association's membership. The Nominating

Committee may also submit to the Board of Directors, for approval, guidelines for candidate qualification and rules for nominations and elections in any year. Such guidelines and rules shall be consistent with these Bylaws.

## **ARTICLE X: Chapters**

**Section 1. Organization.** The Board of Directors shall establish policies for the formation and administration of chapters as affiliated entities with purposes in common with the Association.

**Section 2. Right to Use of Name.** Subject to Association trademark licensing policies and the provisions of chapter affiliation agreements Chapters shall have the right to use the name “The Association for Unmanned Vehicle Systems International (AUVSI)” and the AUVSI logo.

**Section 3. Annual Activity and Financial Report.** Chapters shall provide the Board of Directors an annual report of chapter activities and finances for the past year.

## **ARTICLE XI: INDEMNIFICATION**

Each person who at any time is or shall have been a director, officer, employee or agent of the Association, or is or shall have been serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, and his/her heirs, executors and administrators, shall be indemnified by the Association in accordance with and to the full extent permitted by the Ohio Non-Profit Corporation Act, Chapter 1702 of the Ohio Revised Code as in effect at the time of the adoption of these Bylaws or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of their rights to which any director, officer, employee, agent, or other person may be entitled in any capacity as a matter of law or under any regulation, agreement, note of membership or trustees, or otherwise and shall not extend to those who have acted illegally. If authorized by the Board of Directors, the Association may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Bylaws or as amended from time to time.

## **ARTICLE XII: AMENDMENTS**

**Section 1. Amendments.** These Bylaws may be amended with the concurrence of two-thirds (2/3) of the members of the Board of Directors.

**Section 2. Voting.** Members of the Board will be provided a copy of all proposed changes and given thirty (30) days after receipt to respond. Yeas and nays shall be recorded by the President/CEO, indicating each member’s vote.