# AMENDED AND RESTATED BYLAWS

# OF

# NATIVE AMERICAN CONTRACTORS ASSOCIATION

**Effective Date: October 30, 2003**
**Amended and Restated: August 29, 2008**

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# NATIVE AMERICAN CONTRACTORS ASSOCIATION

## ARTICLE I

## NAME AND PURPOSES

**1.1 Name**. The name of this corporation is Native American Contractors Association (hereafter, "NACA" or "Association").

**1.2 Purposes**. The purposes for which NACA is formed shall be to promote the common interests of its Members as may qualify it as exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 and the regulations thereunder, as they now exist or may hereafter be amended (collectively the "Internal Revenue Code"), and within such limits, to: (i) to increase awareness among the general public, large businesses and government agencies on the benefits of using Alaska Native Corporations ("ANC"), Native Hawaiian Organizations ("NHO") and Tribal corporations; (ii) to establish, promote and defend policies, regulations and laws that foster a fair level of participation by ANCs, NHOs and Tribal corporations in the federal government marketplace; (iii) to foster high quality services to the federal government by ANCs, NHOs and Tribal corporations; and (iv) to serve as a vehicle for information sharing and partnership opportunities.

## ARTICLE II

## PRINCIPAL OFFICE

**2.1 Location.** The principal office for the transaction of the business of NACA shall be at such location as the Board of Directors ("Board") may at any time or from time to time determine. The initial principal office shall be 888 17th Street, N.W., Suite 1100, Washington, D.C. 20006.

## ARTICLE III

## MEMBERSHIP

**3.1 Members.** NACA shall have one class of Members (hereafter, "Members") who shall be "Members" as that term is defined in Section 29-502 of the District of Columbia Nonprofit Corporation Code or any successor statute.

**3.2 Distinguished from Participants.** In addition to Members, NACA may have other categories of Participants, who may be referred to as "Participants," "Sponsors,"

"Associate Members," or "Observers" or similar terminology. Despite this terminology, Participants, Sponsors, Associate Members, or Observers shall not be "Members" of the Association as defined in Section 29-502 of the District of Columbia Nonprofit Corporations Code or any successor statute, nor shall they have any of the rights of Members provided by the District of Columbia Business Corporation Act. Participants, Sponsors, Associate Members and Observers shall have only those rights expressly granted by resolution of the Board of NACA or expressly set forth in an amendment of these bylaws. Rights of Participants, Sponsors, Associate Members and Observers, whether set forth in these bylaws or in a resolution of the Board, are subject to change or elimination by the Board at any time.

**3.3 Qualification of Members.** Members shall be ANCs, NHOs and Tribes, including subsidiaries thereof, involved in government contracting as defined by the Small Business Administration in 13 C.F.R. § 124.3. In addition, a Member must agree to comply with all terms and conditions of Membership as may be set forth in these bylaws or organization documents, or as are established by the Board of Directors. A Member must further agree to timely pay all dues and assessments imposed by the Board. A Member that ceases to satisfy the qualifications of Membership shall be terminated as a Member in accordance with Section 3.7 below.

**3.4 Affiliated Enterprises**. Two or more affiliated enterprises shall be entitled to only one Membership, which shall be jointly held, and to only one vote. Affiliated enterprises include parents and subsidiaries and entities under common control or ownership.

**3.5 Application for Membership.** Applications for Membership may be submitted to the Executive Director, or to such other person as the Board may determine. An application for Membership shall be approved if the applicant meets the qualifications for Membership, described in Section 3.3 above.

**3.6 Exercise of Membership Rights.** Each Member shall have one vote on each matter submitted to the Membership for a vote. If a Member is an entity, it shall exercise its Membership rights through a duly authorized representative of the Member, who shall be designated in writing by the Member. The authorized representative may exercise the Member's vote on any matter to come before the Membership of NACA. A Member may change its representative by written notice to NACA. However, each Member shall use reasonable efforts to maintain continuity with respect to the person it authorizes to exercise its Membership and voting rights. A Member may designate in writing a substitute representative to exercise its voting rights.

**3.7 Termination of Membership Rights.** Membership shall be terminated by the Board upon thirty (30) days' prior notice for failure to pay dues in a timely manner, or for failure to satisfy any other qualifications for or perform the duties of Membership. In addition, Membership may be terminated for good cause, as determined by the affirmative vote of a majority of the Membership, provided that the Member is given written notice of the reasons for termination at least fifteen (15) days before such termination. The notice shall specify that the Member shall have a right to appeal such termination, orally or in writing, to a committee appointed by the Membership, such appeal to be heard and determined not less than five (5) days

before the effective date of the termination. The committee that hears the appeal shall render a determination in writing which shall be final. A Member may withdraw from Membership upon thirty (30) days' prior written notice to NACA. A Member whose Membership rights are terminated shall be liable for any charges incurred, services or benefits actually rendered, and dues, assessments, or fees incurred before the termination of Membership.

**3.8 Compensation of Members.** No Member shall be compensated on the basis of Membership in NACA. Any Member rendering services to NACA, however, may receive reasonable compensation for such services, if so determined by the Board.

**3.9 Non-Transferability.** Membership in NACA may not be transferred except: (a) to a successor-in-interest as a result of a merger, acquisition, or stock or asset purchase of a Member; and (b) if approved in advance in writing by the Board. The Membership may charge a transfer fee to the transferee and impose other conditions on the transferred Membership, provided such fees and conditions are uniformly applied to all Members.

**3.10 No Property Rights.** No Member of NACA shall at any time have any right in or title to any of the properties, monies or assets of NACA, except in the event of dissolution as provided in Article IX below.

**3.11 No Individual Liability.** No Member of NACA shall be individually liable for any debt, obligation, or liability of NACA by virtue of that Membership.

**3.12 Annual Meeting.** An annual meeting of the Members shall be held each year at a time and place set by the Board.

**3.13 Regular Meetings.** Regular meetings may be scheduled by the Board of Directors to occur at designated times during the year.

**3.14 Special Meetings.** Special meetings of the Members may be called by the Secretary of the Board upon request of the President or the Board, or upon the written request of at least ten percent (10%) or more of the Members.

**3.15 Notice of Annual and Regular Meetings.** Notice of the time, place, and date of annual and regular meetings shall be given to each Member not less than ten (10) nor more than fifty (50) days before the date of the meeting. Such notice shall be sent by electronic mail to the last known electronic mail address of each Member. In the alternative, notice may be delivered personally to a Member, sent by first-class, registered, or certified mail to the address of the Member appearing on the books of NACA or the address given to NACA for the purpose of notice, or sent by facsimile to the Member's last known facsimile number. If the Member's address does not appear on NACA's books or is not given to NACA, such notice may be sent to the Member at NACA's principal office or by publication at least once in a newspaper of general circulation in the county in which NACA's principal office is located. The notice must state those matters which the Board intends to present for action by the Members; however, any proper matter may be presented at the meeting for action. The notice of any meeting at which

Directors are to be elected shall include the names of all nominees at the time the notice is delivered, faxed or mailed.

**3.16 Requests for and Notice of Special Meetings.** Upon request in writing to the President or Secretary of NACA by any person entitled to call a meeting of the Members, notice shall be delivered to the Members in accordance with Section 3.14 that a meeting will be held at a time and place fixed by the Board that is not less than ten (10) nor more than fifty (50) days after receipt of the request. The notice of a meeting shall state the general nature of the business to be transacted. Except by unanimous written consent of the Members, any approval by the Members of any of the following proposals shall be valid only if the general nature of the proposed action is described in the notice:

a. Removing a director without cause;

b. Filling one or more vacancies on the Board;

c. Amending the articles of incorporation;

d. Approving a contract or transaction between NACA and one or more Directors or between NACA and any entity in which a Director has a material financial interest;

e. Electing to wind up and dissolve NACA; or

f. If applicable, approving a plan of distribution of NACA non-cash assets upon dissolution, if the plan is inconsistent with the rights or preferences of any Membership class.

**3.17 Quorum.** Thirty-three percent (33%) of the existing Members, present (in the person of a duly authorized representative, if the Member is an entity) or by proxy, shall constitute a quorum of the Members at any meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment even if some Members have withdrawn to leave less than a quorum, provided that any action taken is approved by at least a majority of a quorum of Members.

**3.18 Voting.** Votes shall be cast by voice, written ballot, or proxy. A Member that is an entity shall be entitled to vote through the representative or substitute representative designated pursuant to Section 3.6. Each Member entitled to vote shall be entitled to cast one (1) vote on each matter submitted for vote; provided, however, that each Member entity shall have only one (1) vote. If a quorum is present, the affirmative vote of a majority of the Members represented at the meeting shall be the act of the Members, unless these bylaws require a super-majority vote to authorize or approve the action or decision.

**3.19 Action by Written Ballot.** Any action which may be taken at a meeting of the Members may be taken without and in lieu of a meeting, if a written ballot is distributed to the Members. Action by written ballot shall be valid only if the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve such action at a meeting at which the total votes cast was the same as the number of votes cast by ballot. The written ballot shall (a) set forth the proposed action; (b) provide an opportunity for the Members to specify approval or disapproval of any proposal; and (c) provide a reasonable period of time within which to return the ballot to NACA. The written ballot shall be filed with the Secretary of NACA and maintained in NACA corporate records. Directors may be elected by written ballot as provided in this paragraph. Voting by written ballot, when referred to in these bylaws, includes voting by electronic means.

**3.20 Proxy Voting**. Each Member shall be entitled to vote by proxy in accordance with Section 29-516 of the District of Columbia Nonprofit Corporations Code. All proxies must clearly identify the Member's vote as to each issue to be decided at a given meeting.

**3.21 Record Date**. The Board shall fix a record date prior to each Membership meeting or other Membership action to determine which Members are entitled to vote at such meeting or on such action. Such date shall be no more than sixty (60) days before the date of the meeting or other Membership action. A person or entity holding a Membership by the close of business on the record date shall be a Member of record for purposes of that meeting or action. Unless otherwise specified by the Board, the record date shall be ten (10) days before the date of the meeting.

**3.22 Membership Dues**. Membership dues shall be set from time to time by the Board of Directors. The Board of Directors shall also establish the dues for Participants. Dues will be based on a sliding scale, based on the Member's gross annual revenues from all government contracts, including such revenues of all subsidiaries and affiliates of the Member.

**3.23 Antitrust Compliance**. Members shall comply with all applicable antitrust laws pertaining to participation in NACA. Nothing in these bylaws or in any of the policies or procedures of NACA shall be construed to require or permit conduct that violates any applicable antitrust law.

## ARTICLE IV

## DECISIONS RESERVED TO MEMBERS

**4.1 Decisions Requiring Approval of Membership.** The following decisions of NACA shall require approval by the Board of Directors and by the affirmative vote of at least a majority of the Membership:

a. A sale of all or substantially all of the Association's assets;

b. A merger;

c. A dissolution;

d. Changes in the authorized number of Directors of NACA;

e. Authorization of a new class of Members;

f. Any material and adverse change in the rights, privileges, preferences, restrictions, or conditions of Members as to voting, dissolution, redemption, or transfer, whether the change is made in these bylaws or another document; and

g. Amendments to articles of incorporation.

## ARTICLE V

## BOARD OF DIRECTORS

**5.1 Responsibility.** Subject to the District of Columbia Nonprofit Corporations Code and except as otherwise provided in NACA's articles of incorporation or these bylaws, NACA activities and affairs shall be managed by, and all corporate powers shall be exercised by or under the direction of, the Board. Without limiting the generality of the foregoing, the Board shall have the power to establish dues for Members and Participants and to impose additional fees or assessments on Members or Participants as appropriate to advance the purposes of NACA.

**5.2 Number and Qualifications of Directors.** The Board shall consist of not less than three (3) nor more than twelve (12) Directors, the precise number within this range to be determined by the Board of Directors. At all times the Board shall attempt to have a balance of Board Members that is representative of the Membership of the organization. A Director shall perform the duties of a Director in accordance with the standards set forth in Section 29-524 of the District of Columbia Nonprofit Corporations Code or its successor statute. No Member may have more than one representative on the Board. A Member which has a representative on the Board may remove its representative and designate a new representative in accordance with Section 5.7 below.

**5.3 Initial Board of Directors.** Notwithstanding any other provision of these bylaws, the initial Board of Directors shall consist of three (3) Directors appointed by the incorporators of this Association pursuant to instructions from those Members of this Association who participated in its initial organization. Such Directors shall serve until the first election of the Board by the Members.

**5.4 Election.** Directors shall be elected to available vacant positions at the annual meeting of the Membership or by written ballot, provided a quorum is present or voting by ballot. At any election, the candidate(s) receiving the highest number of votes shall be elected to fill the available position(s). Cumulative voting is not permitted. A Director shall serve his or her designated term or until a successor is elected or appointed.

**5.5 Term.** At each annual meeting of the Members, one-half of the Directors shall be elected to serve for a two (2) year term. There shall be no limit on the number of terms that a Director may serve.

**5.6 Vacancies.** A vacancy or vacancies on the Board shall exist upon any of the following:

a. Expiration of the term of a Director;

b. Death of a Director;

c. Resignation of a Director;

d. Removal of a Director in accordance with Section 5.8 below;

e. An increase in the authorized number of Directors; or

f. Failure by the Members to elect at the annual meeting a number of Directors sufficient to fill all authorized positions.

**5.7 Filling Vacancies.**

a. A vacancy on the Board by reason of death, resignation, or removal of a Director shall be filled by a replacement designated by the Member who such Director represented, provided such replacement is approved by the Board. If such Member does not designate a replacement within sixty (60) days of the death, resignation, or removal of such Director, then the Board shall elect a replacement to fill the vacancy. If the Board fails to fill the vacancy within sixty (60) days, the Members shall elect a replacement to fill the vacancy.

b. A vacancy on the Board by reason of the expiration of the term of a Director, an increase in the authorized number of Directors, the removal of the Director due to the cessation of membership of the Member who such Director represents, or failure by the Members to elect a number of Directors sufficient to fill all authorized positions, shall be filled by election of the Board. If the Board fails to fill the vacancy within sixty (60) days, the Members shall elect a replacement to fill the vacancy.

c. A Director appointed or elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office; provided, however, that the Members may remove such Director at the next annual meeting of Members.

**5.8 Removal.** A Director shall be removed from office under any of the following circumstances:

a. The Director is chronically absent from Board meetings without excuse, as further defined by Board policy. Such Director may be removed from office by a vote of a majority of the Board.

b. When the enterprise which such Director represents ceases to be a Member of NACA. Such removal shall be automatic, unless the Board of Directors determines by a two/thirds vote of the remaining Directors that the Director shall continue in office until the next annual meeting at which point the Members shall elect a new Director.

c. The Director is removed for other good cause, as provided by law, by a vote of a majority of the Board.

d. The Director is removed without cause, if the removal is approved by the affirmative vote of a majority of the Members of the Association without regard to quorum requirements.

e. A Member which has a representative on the Board may remove such Director at any time.

f. Declaration by Board resolution that the Director has been found of unsound mind by court order or convicted of a felony or found by court order to have breached a duty arising under the District of Columbia Nonprofit Corporations Code.

**5.9 Annual Meetings.** The Board shall meet annually at such time and place as it may determine, for the purpose of organizing the Board, electing officers, and transacting such other business as may come before the meeting.

**5.10 Regular Meetings.** Regular meetings of the Board shall be held at such time and place as the Board may determine.

**5.11 Special Meetings.** Special meetings of the Board shall be called by the written request of the President or by any three (3) Directors.

**5.12 Method of Meetings.** Any Board meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications

equipment, and participation in such a meeting constitutes presence in person at that meeting, if all of the following apply:

a. Each Director participating in the meeting can communicate with all of the other Directors concurrently;

b. Each Director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by NACA; and

c. NACA adopts and implements some means of verifying both of the following:

i. A person communicating by telephone, electronic video screen, or other communications equipment is a Director entitled to participate in the Board meeting; and

ii. All statements, questions, actions, or votes are made by that Director and not by another person not permitted to participate as a Director.

**5.13 Quorum.** One-third of the Directors then in office shall constitute a quorum of the Board for the transaction of business. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment even if some Directors have withdrawn to leave less than a quorum, provided that any action taken is approved by at least a majority of the number of Directors required to constitute a quorum.

**5.14 Voting.** Each Director shall be entitled to one (1) vote on each matter before the Board. Directors may vote by proxy at no more than four (4) meetings during any one-year period; provided, however, that the holder of the proxy: (i) shall be another representative of the Member company; and (ii) shall be designated as the proxy holder in writing or email distributed to all Board Members prior to the meeting. If a quorum is present, the affirmative vote of a majority of the Directors present at the meeting shall be the act of the Board of Directors, except as otherwise required by Section 5.15.

**5.15 Major Decision**s. Notwithstanding anything to the contrary herein, if at least two Directors designate a motion or proposal before the Board of Directors as a "Major Decision" prior to the motion or proposal being put to a vote, then the passage or adoption of the motion or proposal shall require the affirmative vote of a majority of Directors then in office without regard to quorum requirements.

**5.16 Action Without Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors, individually or collectively, consent in writing to such action. Such unanimous written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors.

**5.17 Notices of Meetings.** Each Director shall supply NACA in writing with such person's current mailing address, facsimile transmission number, telephone number and electronic mail address. Regular meetings of the Board may be held without notice if the time and place of the meetings are fixed by the bylaws or the Board. Notice of the time and place of special meetings shall be delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), facsimile, electronic mail, or other electronic means, to each Director or sent by first-class or priority mail, charges prepaid, addressed to each Director at that Director's address as it is shown on NACA's records. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director. The notice should specify the purpose, when possible, of any regular or special meeting of the Board.

**5.18 Time Requirements for Notice.** In case the notice is mailed, it shall be deposited in the United States mail at least eight (8) days before the time of the meeting. In the case of Directors not located in the United States, such notice, if mailed, shall be sent via express mail. In case the notice is delivered personally, or by telephone or other means of electronic communication, it shall be delivered personally or by telephone, or transmitted electronically, at least forty-eight (48) hours before the time of the meeting.

**5.19 Waiver of Notice.** Notice of a meeting need not be given to a Director who signed a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, before or at the beginning of the meeting, the lack of notice to that Director. These waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

**5.20 Executive Director.** The Board of Directors may employ an Executive Director to serve as chief executive officer of the organization. S/he may enter into contracts on behalf of the organization that have been authorized by the Board and may have the authority to sign checks. All checks must bear at least two authorized signatures. S/he may serve as an ex-officio Member of all committees.

## ARTICLE VI

## OFFICERS

**6.1 Officers.** The officers of NACA shall be a President, Vice President, Secretary, and Treasurer. These officers shall be elected by the Board. The Board may elect such other officers, including other vice presidents, assistant secretaries, or assistant treasurers, as it deems advisable.

**6.2 Election.** The President, Vice President, Secretary, and Treasurer of NACA shall be elected annually by a vote of the Board at its annual meeting and shall serve at the pleasure of

the Board. Each officer shall hold office for a term of one (1) year or until his successor is elected and qualified to serve. A vacancy may be filled for its unexpired term by a vote of the Board at any meeting of the Board.

**6.3 President.** The President shall serve as the Chair of the Board. In addition, the President shall preside at all Members' meetings. The President shall have such other powers and perform such other duties as may be prescribed by the Board.

**6.4 Vice President.** The Vice President shall perform the duties of the President in the absence of the President. The Vice President shall also serve as the Vice Chair of the Board, and shall perform the duties of the Chair of the Board in the absence of the Chair of the Board.

**6.5 Secretary.** The Secretary shall keep or cause to be kept a book of minutes of all meetings of the Board and the Membership, including the time and place of the meeting; whether the meeting was regular or special, and if special, how it was authorized; the notice given; the names of those present; and the meeting proceedings. The minute book shall be kept at the principal office of NACA or at such other place as the Board may determine. The Secretary shall also give or cause to be given notice of all the meetings of the Board and the Membership required to be given by law or these bylaws. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board.

**6.6 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 NACA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of accounts shall at all times be open to inspection by any Director. The Treasurer shall be charged with safeguarding the assets of NACA and may sign financial documents on behalf of NACA in accordance with NACA established policies. The Board may authorize other persons to sign financial documents on behalf of NACA. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board.

## ARTICLE VII

## COMMITTEES

**7.1 Committees of the Board.** The Board, by resolution adopted by a majority of the Directors then in office, provided a quorum is present, may create one or more committees to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint alternate members of any such committee, who may replace any absent committee member at any meeting. Any such committee shall have such authority as the Board shall set forth by resolution, except that a Board committee, regardless of Board resolution, may not:

a. Approve any action which also requires the approval of Members or approval of a majority of Members;

b. Fill vacancies on the Board or on any committee that has the authority of the Board;

c. Fix compensation of the Directors for serving on the Board or on any Board committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board that by its express terms is not subject to such amendment or repeal;

f. Create any other committees of the Board or appoint the Members of Board committees;

g. Expend corporate funds to support a nominee for Director after more people have been nominated for Director than can be elected; or

h. Approve any contract or transaction to which the Association is a party and in which one or more of its Directors has a material financial interest, except where special approval is provided for in the District of Columbia Nonprofit Corporations Code.

**7.2 Advisory Committees**. The Board may also establish advisory committees, which may include non-Directors and which shall not have the authority of the Board.

**7.3 Meetings and Action of Board Committees.** Meetings and actions of all Board committees, including advisory committees, shall be governed by, held, and taken in accordance with the provisions of these bylaws concerning meetings and other Board actions; provided, however, that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board resolution or, if there is none, by resolution of the Board committee. Minutes of each meeting of any Board committee shall be prepared and filed with NACA corporate records. The Board may adopt rules for the governance of any committee, provided they are consistent with these bylaws. In the absence of rules adopted by the Board, the committee may adopt such rules.

**7.4 Membership Committees.** To address specific issues or topics, NACA may form Membership committees ("Membership Committees") to perform such functions as the Board prescribes by written resolution. Persons participating in such Committees may include Members, Participants, and other persons. Membership Committees shall not be deemed Board committees and shall not have the authority of the Board.

## ARTICLE VIII

## AMENDMENTS TO BYLAWS

**8.1 Bylaws.** The bylaws of NACA may be amended by the affirmative vote of a majority of the Board, except as otherwise required by law. Amendments that materially and adversely affects the rights, privileges, preferences, restrictions, or conditions of Members as to voting, dissolution, redemption, or transfer must be approved by a majority of a quorum of the Members.

## ARTICLE IX

## DISSOLUTION

**9.1 Distribution of Assets.** Upon dissolution of the Association, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the Association (but not including assets held by the Association upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to one or more organizations which engage in activities substantially similar to those of the Association and which are then qualified for exemption from federal income taxes as organizations described in Section 501(c)(3) or 501(c)(6) of the Code (or the corresponding provisions of any subsequent federal tax laws).

## ARTICLE X

## INDEMNIFICATION

**10.1 Right of Indemnification.** To the fullest extent permitted by law, NACA shall indemnify its Directors, officers, employees and other persons described in Section 29-505 of the District of Columbia Nonprofit Corporation Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceeding, including an action by or in the right of the Association by reason of the fact that the person is or was a person described in that Section.

**10.2 Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnity under Section 10.1 of these bylaws in defending any proceeding covered by that Section shall be advanced by NACA, upon receipt by NACA of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by NACA for those expenses, before final disposition of the proceeding.

**10.3 Insurance.** NACA is authorized and empowered to purchase and maintain insurance to the maximum extent permitted by law on behalf of any person who is or was a Director, officer, employee, representative, or agent of NACA against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, whether or not NACA would have the power to indemnify such person against such liability under this Article. The Board shall cause NACA to purchase insurance contemplated by this Article, provided that the Board determines that such insurance is available on commercially reasonable terms and at an appropriate cost given NACA approved budget.

## ARTICLE XI

## GENERAL PROVISIONS

**11.1 Fiscal Year.** The fiscal year of NACA shall be as determined by the Board of Directors.

**11.2 Compensation of Directors/Committee Members.** Directors and committee Members shall not receive compensation, reimbursement for travel, or reimbursement for other expenses from NACA, unless specifically allowed by a resolution duly adopted by the Board and approved by a majority of a quorum of the Members.

**11.3 Reports.** NACA, through its authorized agent, shall prepare all reports required by law, including Section 29-584 of the District of Columbia Nonprofit Corporations Code.

**11.4 Definition of Written.** "Written" or "writing," when used in these bylaws, includes communication by electronic means.

**11.5 District of Columbia Law.** District of Columbia law shall govern the operation of NACA and the interpretation of these bylaws. Claims or disputes arising under these bylaws or arising under any Membership Agreement or Participation Agreement between NACA and a Member or Participant shall be brought in a court of competent jurisdiction and proper venue within the District of Columbia.

**11.6 Gender; Tense**. In these bylaws, the masculine includes the feminine and the singular includes the plural, and vice versa.

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