

Bylaws of  
**INTERNATIONAL FOOD, WINE & TRAVEL WRITERS ASSN.**

A California Nonprofit Mutual Benefit Corporation

Amended and Restated: October 1, 2019

**ARTICLE 1 NAME**

Section 1.1 Corporate Name

The name of this corporation is **International Food, Wine & Travel Writers Assn.** (hereinafter the “Corporation” or “IFWTWA”).

**ARTICLE 2 OFFICES**

Section 2.1 Principal Office

The principal office for the transaction of the business of IFWTWA may be established at any place or places within or without the State of California by resolution of the Board.

Section 2.2 Other Offices

The Board may at any time establish branch or subordinate offices at any place or places where IFWTWA is qualified to transact business.

**ARTICLE 3 PURPOSES**

Section 3.1 General Purpose

IFWTWA is a nonprofit mutual benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Mutual Benefit Corporation Law of California (“California Nonprofit Corporation Law”) for lawful purposes.

Section 3.2 Specific Purpose

The specific purposes of IFWTWA shall include, without limitation:

To provide a gathering point and resource base for an active membership composed of professionals engaged in the food, wine, travel, and hospitality industries;

To utilize local, national, and international media in providing knowledge and constructive evaluations that serve the public interest in food, wine, travel, and hospitality;

To sustain a prestigious outlet for recognition of achievement through such Awards and Certificates as the Corporation may authorize; and

To enhance the growth of professionalism by providing seminars, conferences and workshops related to food, wine and travel journalism, and by awarding scholarships or supporting research and professional development within the food, wine, and hospitality industries.

**ARTICLE 4 MEMBERSHIPS**

Section 4.1 Classification of Members

IFWTWA shall have four (4) classes of members (collectively “Members”):

4.1.1 Regular Members.

Active members shall be voting members of IFWTWA within the meaning of section 5056 of the California Corporations Code.

4.1.2 Student Members.  
Student members shall be non-voting members of IFWTWA meeting the qualifications set forth in Section 4.3.2 and are not “members” within the meaning of section 5056 of the California Corporations Code. Student members shall not be eligible for IFWTWA press trips, unless otherwise approved by the Board of Directors.

4.1.3 Associate Members.  
Associate members shall be non-voting members of IFWTWA meeting the qualifications set forth in Section 4.3.3 and are not “members” within the meaning of section 5056 of the California Corporations Code.

4.1.4 Emeritus Members.  
Emeritus members shall be voting members of IFWTWA meeting the qualifications set forth in Section 4.3.4 within the meaning of section 5056 of the California Corporations Code.

Section 4.2 Application for Membership  
Individuals or organizations interested in obtaining membership to IFWTWA shall apply through application to IFWTWA in a manner to be determined by the Board of Directors. Each application shall be accompanied by a copy of IFWTWA’s Code of Professional Conduct signed by the applicant, payment of the initiation fee, and first year’s membership dues in effect at the time of the proposed member’s application. All Memberships must be renewed on an annual basis.

Section 4.3 Qualifications for Membership  
Membership in IFWTWA shall be determined in the sole discretion by the Board of Directors upon submission of an application to the IFWTWA on the basis as described below:

4.3.1 Regular Members.  
A Regular Member must be an individual over the age of eighteen (18) who is proficient in writing in the English language and demonstrating discerning interest and broad experience in the food, wine and travel industries. Prior to obtaining membership to IFWTWA as a Regular Member, an individual must demonstrate that he/she has been photographing, publishing, editing, blogging or writing in the food, wine, and/or hospitality industries for at least two years, with a minimum of four articles per year.

Applicants must provide links to articles, visual media, broadcasts or books to verify qualification as a Regular Member. IFWTWA accepts the following criteria as acceptable bodies of work to verify qualification:

- (a) Writers/editors: Four (4) links to the most recent articles for each of the past two (2) years with the most recent year focused on food, wine and/or travel, including but not limited to, digital magazine articles and digital clips from printed media websites.
- (b) Photographers, filmmakers and broadcasters: Four (4) links (in any combination of medium) per year for each of the past two (2) years that verify paid work through the sale of photographs and/or working on film and/or broadcast projects. The most recent year must focus on food, wine and/or travel.
- (c) Book authors: submit title of book, link, and ISBN number. Most recent book to be focused on food, wine and/or travel while a second book submission within two (2) years prior to application may be on other topics. One (1) book submission fulfills the requirement for one (1) year of clips as defined under “Writers/editors.”
- (d) Bloggers: (1) A blog must be at least two years old with a minimum of two posts per month authored by the applicant – minimum word count of 500 per post; or (2) The blog is one year old and the applicant includes an additional 4 links to a combination of

published articles (not guest blog posts), visual media, broadcasts or books provided to fulfill the basic two year requirement. A minimum of one posting per month over the previous 12 months should be on food, wine and/or travel topics. Maintain a consistent schedule of postings authored by the applicant at least twice per month. Bloggers are subject to the same writing standards as regular members as established by the IFWTWA's Food Wine Travel Magazine.

4.3.2 Student Members.

A Student Members must be an individual over the age eighteen (18) enrolled to study journalism, hotel and/or hospitality management, communications, culinary sciences and/or enology, writing and/or broadcasting at an accredited college or university.

Applicants must provide proof of enrollment to verify qualification as a Student Member. IFWTWA accepts the following criteria as acceptable proof to verify qualification:

- (a) A copy of valid student identification at an accredited college or university; or
- (b) Documentation from an accredited college or university certifying enrollment in a qualifying program.

4.3.3 Associate Members.

An Associate Member must be an individual over the age of twenty-one (21) employed in the food, wine or travel industries, or an organization operating in the food, wine or travel industries. If the applicant is a qualifying organization, it must provide at least one individual who shall be listed as the organization's contact person who may interact with IFWTWA on behalf of the applicant. Any change in contact person must be approved in writing by IFWTWA.

4.3.4 Emeritus Members.

An Emeritus Member is a voting member over the age of twenty-one (21) who has served at least one full term (2 years) as President on the IFWTWA Board of Directors.

Section 4.4 Fees, Dues and Assessments and Member Profiles

The dues of Regular, Student, Associate and Emeritus membership, if any, shall be established, assessed and collected by IFWTWA, and shall not be eligible for refund.

A complete and up-to-date profile must be provided to and updated for the Board of Directors on an annual basis:

- (a) A head shot of the member taken within the previous five (5) years;
- (b) A short biography;
- (c) Links to the members blog or website, if applicable;
- (d) A minimum of eight (8) links to articles published within the past twenty four (24) months (a minimum of four in year one, four in year two) and/or links to the member's blog that includes a minimum of two (2) member-authored posts per month (500 words minimum per post) for the past twelve (24) months;
- (e) Links to the member's current email address and social medial handles; and
- (f) Any other criteria as determined by the Board of Directors.

Section 4.5 Termination of Membership

The membership of any member of any classification shall terminate upon occurrence of any of the following events:

- (a) The written resignation of the member submitted to the President or Secretary of IFWTWA;
- (b) The death of the member;

- (c) Failure of a member to maintain certification as required by IFWTWA;
- (d) Failure to timely pay dues as set forth in these Bylaws, following written notice of delinquency provided by the Board of Directors;
- (e) The occurrence of any event which renders such member ineligible for membership or failure to satisfy membership qualifications;
- (f) The expulsion of the member by IFWTWA.

Section 4.6 Suspension or Expulsion of a Member

A Member may be suspended or expelled upon occurrence of any of the following events, and shall be ineligible to exercise any membership rights or participate in IFWTWA sponsored media trips, annual conference, region events and publications:

- (a) Failure by a member to complete or maintain an up-to-date profile;
- (b) Acts of slander, defamation or any other inappropriate acts deemed by the Board of Directors in its sole discretion to be in violation of IFWTWA code of conduct;
- (c) By a majority vote of the Board of Directors.

Upon a determination of the Board of Member suspension or expulsion, the Board shall provide the member no less than fifteen (15) days prior notice of such expulsion or suspension. Any suspended or expelled member shall have fifteen (15) days from the date of such notice to submit a formal rebuttal. Upon request, and for good cause, the Board may allow a suspended and expelled member additional time as is reasonably necessary to gather and submit evidence. The Board shall conduct an informal hearing and at that time may: (i) vote to confirm the suspension or expulsion of the member, (ii) take the matter under advisement, or (iii) extend the time for receipt of evidence, as it deems warranted. The Board shall promptly notify the member in writing of its final decision within ten (10) days after its final determination of suspension or expulsion from membership.

Any fine, suspension or expulsion shall be effective immediately upon receipt by the member of the Board's decision. A suspension may be complete or partial, or for any period of time the Board deems appropriate.

**ARTICLE 5 MEETINGS OF THE MEMBERS**

Section 5.1 Place of Meeting

Meetings of the Members shall be held at the principal place of business of IFWTWA or at such other place within or outside the State of California as may be designated by the Board of Directors.

Section 5.2 Annual Meetings of Members

The annual meeting of the Members shall be held each year at the annual IFWTWA Conference or such time as the Board of Directors may fix the notice of such meeting. At this meeting, business may be transacted subject to Article 5 of these Bylaws.

Section 5.3 Regular Meetings of Members

Regular meetings of the Members may be designated through resolution of the Board.

Section 5.4 Special Meetings of Members

A special meeting of the Members of any lawful purpose may be called at any time by any of the following: The Board of Directors, the President or twenty percent (20%) or more of the voting members.

A special meeting called by any person (other than the Board) entitled to call a meeting shall be called by written request, specifying the general nature of the business proposed to be transacted, and shall be delivered to the President, any Vice President or Secretary of IFWTWA. The officer receiving the request shall cause notice to be properly given at least ten (10) days prior to the members of IFWTWA.

No business, other than the business the general nature of which is set forth in the notice of the meeting, may be transacted at a special meeting.

Section 5.5 Notice of Member Meetings

Whenever members are required or permitted to take any action at a meeting, written notice of the meeting shall be sent or otherwise given in accordance with Section 5.6 to each member entitled to vote. The notice shall specify the place, date and hour of the meeting and:

- (a) In case of a special meeting, the general nature of the business to be transacted, and no other business may in that case be transacted; or
- (b) In the case of the annual meeting, those matters which the Board of Directors, at the time of giving notice, intends to present for action by the members and any proper matter may be presented at the meeting.

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(s):

- (a) Removing a director without cause;
- (b) Filling vacancies on the Board of Directors by the members;
- (c) Amending the Articles of Incorporation;
- (d) Approving a contract for a transaction in which a director has a material financial interest;
- (e) Electing to wind up or dissolve IFWTWA; or,
- (f) Approving a plan of distribution of assets, other than cash, not in accordance with liquidation rights of any class or classes as specified in the Articles of Incorporation or these Bylaws, when IFWTWA is in the process of winding up.

Section 5.6 Manner of Notice

Notice of a special meeting of members shall be given no less than ten (10) days prior of a meeting so called. Notice may be given by personal, first-class mail, fax, electronic mail, or by publication in the Corporation's newsletter. Membership addresses shall be available online at the Corporation's website in the membership portal for purposes of calling notice.

**ARTICLE 6 QUORUM OF MEMBERS**

The number of members present, in person at the time of a meeting called or cast by written ballot, and entitled to vote in accordance with these Bylaws, shall constitute a quorum for the transaction of business.

**ARTICLE 7 VOTING OF MEMBERS**

Section 7.1 Eligibility to Vote

Subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law, members entitled to vote at any meeting shall be Regular Members in good standing as of the record date determined under Article 8.

Section 7.2 Manner of Voting

Votes may be taken by voice, by shown hands or by ballot. Members shall have no rights to accumulate their votes. Each member entitled to vote shall be entitled to cast one vote on each matter submitted to a vote of the members.

Section 7.3 Approval by Majority Vote

If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by the California Nonprofit Mutual Benefit Corporation Law.

**ARTICLE 8 RECORD DATE FOR MEMBER NOTICE, VOTING, GIVING CONSENTS AND OTHER ACTIONS**

Section 8.1 "Record Date for Notice"

The "record date" for purposes of determining which members are entitled to receive notice of any meeting, to vote, to give consent, or to take other action shall be those members in good standing sixty (60) days prior to the proposed meeting date.

**ARTICLE 9 DIRECTORS**

Section 9.1 Number and Qualifications

9.1.1 Number

The authorized number of directors of IFWTWA ("Directors") shall be not less than three (3) or more than fifteen (15); the exact authorized number to be fixed, within these limits, by resolution of the Board.

9.1.2 Qualifications

Any individual who meets the following requirements is eligible to serve as a Director of IFWTWA:

- (a) Must be a Regular or Associate Member in good standing for at least one (1) year preceding election;
- (b) If a Regular Member, has qualified through an audit within one (1) year before applying for the position; and
- (c) Agrees to sign and consent to IFWTWA's Board of Directors Expectation form.

No two (2) members of the same family, employees of the same publication, or individuals from another association may serve as Directors simultaneously. Additionally, no more than twenty (20%) percent of the Board may be comprised of Associate Members.

Section 9.2      Corporate Powers Exercised by Board

Subject to the provisions of the Articles of Incorporation of IFWTWA (the “Articles of Incorporation”), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of IFWTWA shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Directors (the “Board”). The Board may delegate the management of the activities of IFWTWA to any person or persons, management company or committee however composed, provided that the activities and affairs of IFWTWA shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 9.3      Terms; Election of Successors

The term of office of each Director shall be four (4) years, staggered as set forth in this Section 9.3. Election of Directors shall occur every two (2) years by December 1<sup>st</sup> of that year, and shall install approximately one-half (1/2) of the offices of Director authorized.

Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until that Director’s earlier resignation or removal in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 9.4      Nominations of Directors; Voting

Any person qualified to be a Director as defined in Section 9.1.2 of these bylaws may be nominated in a method of nomination authorized by the Board, or by any other method authorized by law.

9.4.1      Solicitation of Votes

The Board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to members the nominee’s qualifications and reasons for the nominee’s candidacy, a reasonable opportunity for all nominees to solicit votes and a reasonable opportunity for all members to choose among nominees.

9.4.2      Election and Counting of Ballots; Installation

Election and Counting of Ballots; Installation

The names of the candidates, together with a brief review of their professional background, shall be mailed by the secretary to every Active Member qualified to vote at least 60 days prior to the end of the term of office. Ballots, to be valid, must be returned to the secretary within 30 days of the original mailing.

The secretary will give the unopened ballots to the chairperson of the Nominating Task Force within 7 days after the due date. At least two members of the Nominating Committee will tally the votes. No candidate should participate in the ballot count. Candidates receiving the highest number of votes for each vacancy to be filled shall be elected as directors. There shall be no cumulative voting. A tie shall be decided by lot.

Directors shall be installed at the January meeting following their election.

9.4.3      Events Causing Vacancy

A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.

- 9.4.4      Removal  
The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law.
- The Board may, by a majority vote of the Directors who meet all of the required qualifications to be a Director set forth in Section 9.1.2, declare vacant the office of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director’s current term of office.
- 9.4.5      No Removal on Reduction of Number of Directors  
No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director’s term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.
- 9.4.6      Resignations  
Except as provided in this Section 9.4.6, any Director may resign by giving written notice to the Chairperson, the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if IFWTWA would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the “Attorney General”).
- 9.4.7      Election to Fill Vacancies  
If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a two-third (2/3) of the Directors in office at a meeting held according to notice or waivers complying with section 7211 of the California Nonprofit Corporation Law, or (iii) a sole remaining Director.
- Section 9.5      Regular Meetings  
Each year, the Board shall hold at least one meeting, at a time and place fixed by the Board, for the purposes of election of Directors, appointment of Officers, review and approval of the corporate budget and transaction of other business. This meeting is sometimes referred to in these Bylaws as the “annual meeting.” Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.
- Section 9.6      Special Meetings  
Special meetings of the Board for any purpose may be called at any time by the Chairperson, or the President, or the Vice President (if any), or the Secretary, or any two Directors.
- Section 9.7      Notice of Meetings
- 9.7.1      Manner of Giving  
Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 9.5), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:
- (a) Personal delivery of oral or written notice;
  - (b) First-class mail, postage paid;

- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, electronic mail (“e-mail”) or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director’s address, phone number, facsimile number or e-mail address as shown on the records of IFWTWA. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

9.7.2 Time Requirements

Notices sent by first-class mail shall be deposited into a United States mail box at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

9.7.3 Notice Contents

The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of IFWTWA, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

Section 9.8 Place of Board Meetings

Regular and special meetings of the Board may be held at any place within or outside the state that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of IFWTWA.

9.8.1 Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors shall be deemed to be present in person at such meeting.

Section 9.9 Quorum and Action of the Board

9.9.1 Quorum

A majority of Directors then in office (but no fewer than two Directors or one-fifth of the authorized number in Section 9.1.1, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 9.11.

9.9.2 Minimum Vote Requirements for Valid Board Action

Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

9.9.3 When a Greater Vote Is Required for Valid Board Action

The following actions shall require a vote by a majority of all Directors then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 12.1 (provided that the vote of any interested Director(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 10.1; and
- (c) Indemnification of Directors as described in Article 13.

Section 9.10 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of IFWTWA as contained on the records of IFWTWA as of the date of the protest, or by facsimile addressed to the facsimile number of IFWTWA as contained on the records of IFWTWA as of the date of the protest.

Section 9.11 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 9.12 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 9.13 Conduct of Meetings

Meetings of the Board shall be presided over by the Chairperson, or, if there is no Chairperson or the Chairperson is absent, the President or, if the President and Chairperson are both absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to IFWTWA.

Section 9.14 Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to the action. For the purposes of this Section 9.14 only, "all members of the Board" shall not include any "interested Director" as defined in section 7233 of the California Nonprofit Corporation Law. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the Chairperson or the President.

Section 9.15 Fees and Compensation of Directors

IFWTWA shall not pay any compensation to Directors for services rendered to IFWTWA as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to IFWTWA, in reasonable amounts as approved by the Board.

Also, Directors may not be compensated for rendering services to IFWTWA in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be “interested persons” which, for purposes of this Section 9.15 only, means:

- (a) any person currently being compensated by IFWTWA for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or
- (b) 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.

Section 9.16 Non-Liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of IFWTWA.

## **ARTICLE 10 COMMITTEES**

Section 10.1 Committees of Directors

The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees (“Committees”), including an executive committee, each consisting of two or more Directors, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Board or in any Committee which has the authority of the Board;
- (c) fix compensation of the Directors for serving on the Board or on any Committee;
- (d) amend or repeal Bylaws or adopt new Bylaws;
- (e) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) appoint any other Committees or the members of these Committees;
- (g) expend corporate funds to support a nominee for Director after more persons have been nominated than can be elected; or
- (h) approve any transaction (i) between IFWTWA and one or more of its Directors or (ii) between IFWTWA and any entity in which one or more of its Directors have a material financial interest.

Section 10.2 Meetings and Action of Board Committees

Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 concerning meetings of Directors, with such changes in the context of Article 5 as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 10.3 Quorum Rules for Board Committees

A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10.4 Revocation of Delegated Authority

The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 10.5 Advisory Committees

The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

## **ARTICLE 11 OFFICERS**

Section 11.1 Officers

The officers of IFWTWA (“Officers”) shall be either a President or a Chairperson, or both, a Secretary, and a Treasurer or chief financial officer, or both. Other than the Chairperson, these persons may, but need not be, selected from among the Directors. The Board shall have the power to designate additional Officers, including a Vice President, who also need not be Directors, with such duties, powers, titles and privileges as the Board may fix. Any number of offices may be held by the same person, except that the Secretary, the Treasurer and the chief financial officer (if any) may not serve concurrently as either the President or the Chairperson.

Section 11.2 Election of Officers

The President shall be nominated and elected by the Board for a term of two (2) years by voice or ballot, depending upon the current President’s preference. The Officers shall be nominated by voice by the President and elected by voice by the Board for a term of two (2) years, and each shall serve at the discretion of the Board until his or her successor shall be elected or until his or her earlier resignation or removal.

- Section 11.3     Removal of Officers  
Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (i) by the Board, at any regular or special meeting of the Board, or at the annual meeting of IFWTWA, or (ii) by an Officer on whom such power of removal may be conferred by the Board.
- Section 11.4     Resignation of Officers  
Any Officer may resign at any time by giving written notice to IFWTWA. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of IFWTWA under any contract to which the Officer is a party.
- Section 11.5     Vacancies in Offices  
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, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the President, such vacancy shall be filled temporarily by appointment by the President, or if none, by the Chairperson, and the appointee shall remain in office for 60 days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the position can be filled only by action of the Board.
- Section 11.6     Responsibilities of Officers
- 11.6.1     Chairperson of the Board  
The chairperson of the Board (the “Chairperson”), if any, shall be a Director and shall preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws. If the Board designates both a Chairperson and a President, the Board shall, by resolution, establish the specific duties carried by each position.
- 11.6.2     President  
The president of IFWTWA (the “President”) shall, if there is no Chairperson, or in the Chairperson’s absence, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws. No Associate Member may serve as President of IFWTWA.
- 11.6.3     Vice President  
The vice president of IFWTWA (the “Vice President”) shall, in the absence or disability of the President, perform all the duties of the President and, when so acting, have all the powers of and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as may be prescribed by the Board.  
  
No Associate Member may serve as Vice-President of IFWTWA.
- 11.6.4     Secretary  
The secretary of IFWTWA (the “Secretary”) shall attend to the following:
- 11.6.4.1     Bylaws  
The Secretary shall certify and keep or cause to be kept at the principal office of IFWTWA the original or a copy of these Bylaws as amended to date.
- 11.6.4.2     Minute Book  
The Secretary shall keep or cause to be kept a minute book as described in Section 14.1.

11.6.4.3 Notices

The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

11.6.4.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

11.6.4.5 Corporate Seal and Other Duties

The Secretary shall keep or cause to be kept the seal of IFWTWA, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

11.6.5 Treasurer

The treasurer of IFWTWA (the "Treasurer") shall attend to the following:

11.6.5.1 Books of Account

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of IFWTWA, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

11.6.5.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

11.6.5.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of IFWTWA with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of IFWTWA as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of IFWTWA; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

11.6.5.4 Bond

If required by the Board, the Treasurer shall give IFWTWA a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to IFWTWA of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

Section 11.7 Chief Executive

Subject to such supervisory powers as may be given by the Board to the Chairperson or President, the Board may hire a chief executive who shall be the general manager of IFWTWA, and subject to the control of the Board, shall supervise, direct and control IFWTWA's day-to-day activities, business and affairs. The chief executive (who may be referred to as the "chief executive officer" or "executive director") shall be empowered to hire, supervise and fire all of the employees of IFWTWA, under such terms and having such job responsibilities as the chief executive shall determine in his or her sole discretion, subject to the rights, if any, of the employee under any contract of employment. The chief executive may delegate his or her responsibilities and powers subject to the control of the Board. He or she shall have such other powers and duties as may be

prescribed by the Board or these Bylaws. Additionally, the Board may, by resolution, appoint the chief executive as an Officer.

Section 11.8 Compensation of Officers

11.8.1 Salaries Fixed by Board

The salaries of Officers, if any, shall be fixed from time to time by resolution of the Board or by the person or Committee to whom the Board has delegated this function, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director, provided, however, that such compensation paid to a Director for serving as an Officer shall only be allowed if permitted under the provisions of Section 9.15. In all cases, any salaries received by Officers shall be reasonable and given in return for services actually rendered for IFWTWA which relate to the performance of the purposes of IFWTWA. No salaried Officer serving as a Director shall be permitted to vote on his or her own compensation as an Officer.

11.8.2 Fairness of Compensation

The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the president, chief executive officer, treasurer, or chief financial officer (i) once such person is hired, (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified (unless all employees are subject to the same general modification of compensation).

**ARTICLE 12 TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS**

Section 12.1 Transactions with Directors and Officers

12.1.1 Interested Party Transactions

Except as described in Section 12.1.2, IFWTWA shall not be a party to any transaction:

- (a) in which one or more of its Directors or Officers has a material financial interest, or
- (b) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

12.1.2 Requirements to Authorize Interested Party Transactions

IFWTWA shall not be a party to any transaction described in 12.1.1 unless:

- (a) IFWTWA enters into the transaction for its own benefit;
- (b) the transaction is fair and reasonable to IFWTWA at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that IFWTWA could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 12.1.2.

12.1.3 Material Financial Interest

A Director or Officer shall not be deemed to have a “material financial interest” in a transaction:

- (a) that fixes the compensation of a Director as a Director or Officer;
- (b) if the contract or transaction is part of a public or charitable program of IFWTWA and it (1) is approved or authorized by IFWTWA in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of IFWTWA for the preceding year or \$100,000.

Section 12.2 Loans to Directors and Officers

IFWTWA shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General; except that, however, IFWTWA may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by IFWTWA.

The limitation above does not apply if (i) the loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of an Officer in order to secure the services of (or continued services of) the Officer and the loan is secured by real property located in California; or (ii) the loan is for the payment of premiums on a life insurance policy on the life of a Director or Officer and repayment to IFWTWA of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

Section 12.3 Interlocking Directorates

No contract or other transaction between IFWTWA and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director’s other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 5); or if (ii) the contract or transaction is just and reasonable as to IFWTWA at the time it is authorized, approved or ratified.

Section 12.4 Duty of Loyalty; Construction with Article 13

Nothing in this ARTICLE 12 shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to IFWTWA. Furthermore, nothing in this ARTICLE 12 shall be construed to override or amend the provisions of Article 13. All conflicts between the two articles shall be resolved in favor of Article 13.

**ARTICLE 13 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

Section 13.1 Definitions

For purpose of this Article 13:

13.1.1 “Agent”

means any person who is or was a Director, Officer, employee, or other agent of IFWTWA, or is or was serving at the request of IFWTWA as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a

Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of IFWTWA or of another enterprise at the request of the predecessor corporation;

13.1.2 “Proceeding”  
means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

13.1.3 “Expenses”  
includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys’ fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 13.

Section 13.2 Applicability of Indemnification Provisions

13.2.1 Successful Defense by Agent  
To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 13, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

13.2.2 Settlement or Unsuccessful Defense by Agent  
If an Agent either settles any proceeding referred to in this Article 13, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 13.3 through Section 13.6 shall determine whether the Agent is entitled to indemnification.

Section 13.3 Actions Brought by Persons Other than IFWTWA

This Section 13.3 applies to any proceeding other than an action “by or on behalf of IFWTWA” as defined in Section 13.4. Such proceedings that are not brought by or on behalf of IFWTWA are referred to in this Section 13.3 as “Third Party proceedings.”

13.3.1 Scope of Indemnification in Third Party Proceedings  
Subject to the required findings to be made pursuant to Section 13.3.2, IFWTWA may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

13.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings  
Any indemnification granted to an Agent in Section 13.3.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 13.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of IFWTWA, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of IFWTWA or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 13.4 Action Brought By or On Behalf Of IFWTWA

This Section 13.4 applies to any proceeding brought (i) by or in the right of IFWTWA, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 7233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to

assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding “by or on behalf of IFWTWA”).

13.4.1 Scope of Indemnification in Proceeding By or On Behalf Of IFWTWA

Subject to the required findings to be made pursuant to Section 13.4.2, and except as provided in Sections 13.4.3 and 13.4.4, IFWTWA shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of IFWTWA, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

13.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of IFWTWA

Any indemnification granted to an Agent in Section 13.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 13.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of IFWTWA and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

13.4.3 Claims Settled Out of Court

If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of IFWTWA, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

13.4.4 Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to IFWTWA in the performance of the Agent’s duty to IFWTWA, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 13.4.1. for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by Section 13.4.2 must be made in the manner provided for in Section 13.5; and
- (b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 13.5 Determination of Agent’s Good Faith Conduct

The indemnification granted to an Agent in Section 13.3 and Section 13.4 is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by IFWTWA or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by IFWTWA.

Section 13.6 Limitations

No indemnification or advance shall be made under this Article 13, except as provided in Section 13.2.1 or Section 13.5(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 13.7 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by IFWTWA before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 13.

Section 13.8 Contractual Rights of Non-Directors and Non-Officers

Nothing contained in this Article 13 shall affect any right to indemnification to which persons other than Directors and Officers of IFWTWA, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 13.9 Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 13, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not IFWTWA would have the power to indemnify the Agent against the liability under the provisions of this Article 13.

**ARTICLE 14 CORPORATE RECORDS, REPORTS AND SEAL**

Section 14.1 Minute Book

IFWTWA shall keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 14.2 Books and Records of Account

IFWTWA shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 14.3 Articles of Incorporation and Bylaws

IFWTWA shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 14.4 Annual Report; Statement of Certain Transactions

The Board shall cause an annual report to be sent to each Director within one hundred twenty (120) after the close of IFWTWA's fiscal year containing the following information:

- (a) The assets and liabilities of IFWTWA as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

- (c) The revenue or receipts of IFWTWA, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of IFWTWA for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which IFWTWA, its parent, or its subsidiary was a party, (ii) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):
  - (1) Any Director or Officer of IFWTWA, its parent, or its subsidiary;
  - (2) Any holder of more than 10% of the voting power of IFWTWA, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to IFWTWA; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

- (f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director under ARTICLE 12 or ARTICLE 13.

Section 14.5 Directors' Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of IFWTWA and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 14.6 Members' Rights of Inspection

Subject to the Corporations right to set aside a demand for inspection pursuant to Section 8331 of the California Corporations Code and the power of the court to limit inspection rights pursuant to Section 8332 of the California Corporations Code, and unless a Corporation provides a reasonable alternative as permitted by this Section 14.6 of these bylaws, every member or group of members shall have the right at any reasonable time to inspect the books, records and documents of IFWTWA for a purpose reasonably related to that member's interest as a member. Request for inspection must be made in writing to the Board and emailed to [admin@ifwtwa.org](mailto:admin@ifwtwa.org), or other physical or email address as set by the Board, and shall state the purpose of inspection. All such records shall be available for inspection and copy by the member(s) within a reasonable time following the request, except for those requests made pursuant to Section 8330 of the California Corporations Code, which shall be made available within 5 (five) business days of the request. The requested member shall bear the expense of copying at a rate of \$20.00 plus .20 per page.

IFWTWA may, within ten (10) business days after receiving a request pursuant to Section 14.6 of these bylaws, deliver to the member(s) a written offer of an alternative method of achieving the inspection without providing access to or a copy of the membership list. An alternative method which reasonably and in a timely manner accomplishes the proper purpose set forth in a request made pursuant to this Section 14.6 of these bylaws shall be deemed reasonable, unless within a reasonable time after acceptance of the offer, the IFWTWA fails to do those things which it offered to do. Any rejection of the offer shall be in writing and shall indicate the reasons the alternative proposed by IFWTWA does not meet the proper purpose of the demand made pursuant to this Section 14.6 of these bylaws.

Section 14.7 Corporate Seal

The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

**ARTICLE 15 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

Section 15.1 Execution of Instruments

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of IFWTWA to enter into any contract or execute and deliver any instrument in the name of and on behalf of IFWTWA, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind IFWTWA by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 15.2 Checks and Notes

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of IFWTWA shall be signed by the Treasurer and countersigned by the President.

Section 15.3 Deposits

All funds of IFWTWA shall be deposited from time to time to the credit of IFWTWA in such banks, trust companies, or other depositories as the Board may select.

Section 15.4 Gifts

The Board may accept on behalf of IFWTWA any contribution, gift, bequest, or devise for the charitable or public purposes of IFWTWA.

**ARTICLE 16 CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both IFWTWA and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

**ARTICLE 17 AMENDMENTS**

Section 17.1 Amendment by Directors

A majority of the members present at any Membership Meeting in which quorum is established may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of a Director beyond that for which such Director was elected.
- (c) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting,

setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

- (d) Subject to the limitations contained in the Articles of Incorporation of the Corporation and to any provisions of law applicable to these amendments of Bylaws of a nonprofit mutual benefit corporation, these Bylaws or any of them may be altered, amended, or repealed and new Bylaws adopted by a written vote of the membership. Passage requires approval by a majority vote of those members who vote on the proposal.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of **International Food, Wine & Travel Writers Assn.**, a California nonprofit mutual benefit corporation; that these Bylaws are the Bylaws of this Corporation as adopted by the Sole Incorporator and accepted and ratified by the Board of Directors on October 14, 2019 ; and that these Bylaws have not been amended or modified since that date.

Executed on date: \_\_\_\_\_ December 1, 2019 \_\_\_\_\_

*Mary Farah*

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**Mary Farah,**  
Secretary