

APPROVED AND ADOPTED 10/28/2004
Technician Performance Improvement Council Organizational Charter and By-Laws

1.0.0 Name

The name of the organization shall be the Technician Performance Improvement Council, henceforth referred to simply as TPIC or the Council.

1.1.0 Background

TPIC originated in the early 1990s as the Technician Training Council under the auspices and sponsorship of the consortia SEMATECH and SEMI/SEMATECH that represented U.S.-based-only member companies. TPIC enjoyed success employing a business model in which participants bore no financial responsibilities since their member companies paid front-loaded annual dues to provide financial support for all consortia activities. The industry business climate since 2000 has impacted consortia revenue causing TPIC to be strategically abandoned by its sponsors in August 2003 due to lack of a revenue-generating business model for the Council. An informal group of technician performance improvement stakeholders have been actively meeting as TPIC since January 2004 and a call has been made to formalize this effort through the adoption of this Organizational Charter and By-Laws. No old structures, groups, committees, members or sponsors not specified in this Organizational Charter and By-Laws are to be understood as being carried forward implicitly.

1.2.0 Subject To Articles of Incorporation

Articles of Incorporation pursuant to Article 3.02 Texas Non-Profit Corporation Act have been initiated in September 2004. This TPIC Organization Charter and By-Laws will become effective upon approval of the Initial TPIC Board; Organization Charter and By-Laws approval must occur within ninety days of the effective date of the TPIC Articles of Incorporation. This TPIC Organizational Charter and By-Laws shall be subject to the purview of the Articles of Incorporation filed in the State of Texas for the Technician Performance Improvement Council.

1.3.0 Principal Contact Information

The principal contact site of the Council shall be located on the World Wide Web at <http://www.tpic.org>. The principal site for postings of TPIC announcements, proceedings and other information shall be located within the domain of <http://www.tpic.org> on the World Wide Web. The principal office of the Council shall be located at the offices of the TPIC Program Director. The TPIC Board may change its principal contact site, web site or office location upon notice to Members.

2.0.0 Purpose

TPIC is a non-profit institution formed to provide a support organization and forum for the advancement and adoption of technician performance improvement technology and best practices as applied to enterprises and individuals involved with the semiconductor process, maintenance and engineering workforce. The Council exists in order to facilitate:

- a) Closer alignment for TPIC participants with their customers and with their suppliers via networking, surveys/benchmarking, uniform guidelines, testing, assessments, auditing, certification, and shared content repositories;
- b) Ease of doing business in the training, eLearning, performance support and knowledge management arenas when approaching potential new customers and suppliers;
- c) Development of collaborative projects in the pre-competitive areas of technician performance improvement and technician training in order to avoid duplication of labor and unnecessary costs;
- d) Training in various aspects of technician performance improvement and technician training;

- e) Contacts and exchanges with other technician performance improvement and technician training organizations, networks and individuals;
- f) Improved workplace learning and performance; and
- g) Competition in the development of vendor products and services based on needs of TPIC members, in conformance with all applicable antitrust laws and regulations.

2.1.0 Mission

The mission of the Technician Performance Improvement Council is to be a catalyst for applying strategic performance support solutions that enhance the development of our semiconductor process, maintenance and engineering workforce.

2.2.0 Goals

TPIC has three overarching goals:

- 1) To enhance communication and networking, both formal and informal, among industry, government and educational stakeholders;
- 2) To build a large, active and contributing community, and this community must be international and based on electronic communication/correspondence; and
- 3) To fund the continuation of TPIC activities, with priority given to establishing a permanent home for TPIC in the form of a private non-profit organization with significant endowment.

2.3.0 Principles

All TPIC Members, participants and contributors regard the following principles as non-negotiable:

- 1) TPIC will not discriminate against anyone based on race, sex, gender identity, ethnicity, national origin, sexual orientation, religion, disability or economic status;
- 2) All TPIC members assume a responsibility for participating in and contributing to the Council. This may include hosting meetings, teleconferences, webinars or training sessions, contributing expertise, assisting on particular projects or contributing resources and funds for particular activities.

2.4.0 Compliance With Antitrust Laws

Each TPIC Member is committed to fostering competition in the development of new products, technologies, tools, solutions and services - and the TPIC tools, specifications, guidelines and standards proposed to be developed are intended to promote such competition. Each Member further acknowledges that it may compete with other Member companies in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Organizational Charter and By-Laws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Council, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies, standards, guidelines and best practices and to license its patent rights to third parties, including without limitation, to enable competing technologies, standards, guidelines and best practices.

2.5.0 TPIC Minutes And Records

The Council shall keep with its Program Director:

- a) Minutes of all meetings of the TPIC Board, sub-committees of the TPIC Board, Task Forces and all meetings of Members, indicating the time and place of such meetings, how called, the notice given, the names of those present and the proceedings thereof;

- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c) A record of its Members, participants and contributors indicating their names and electronic addresses and, if applicable, the class of membership held and the termination date of any membership;
- d) A copy of this Organizational Charter and By-Laws, as amended to date, which shall be open to inspection by Members at all reasonable times.

2.6.0 Disbursement of Funds

The funds of TPIC shall be deposited in a bank to be selected by the Program Director, with the approval of the Board Chair. All financial transactions shall be discharged by check or other draft, issued on the order of the Board Chair, and signed by the Program Director or the Board Chair. Notwithstanding any other provisions of this Organizational Charter and By-Laws, TPIC shall not carry on any activities not permitted by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "Code"). As such, no Member of TPIC shall be individually liable for the debts, liabilities, or obligations of the Council.

2.7.0 Gifts

The TPIC Board is the only authority that may accept on behalf and for the benefit of TPIC any contribution, gift, bequest, or devisee for the purposes of TPIC.

3.0.0 Scope Of Disclosed Information

Members acknowledge that they will not disclose or exchange information as part of TPIC activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of TPIC. All information disclosed as a part of TPIC activities shall be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

3.1.0 Confidential Information

From time to time a TPIC Member may deem it necessary to disclose information to other Members that such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and shall be considered Confidential Information of the disclosing party if *-and only if-* the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Any such designation shall be effected by:

- a) Marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or
- b) By orally indicating that any information disclosed orally is the Confidential Information of the disclosing party.

By disclosing Confidential Information, a Member agrees that should any such Confidential Information be disclosed by a presentation, document or guideline adopted by TPIC, such Member shall allow publication of such presentation, document or guideline. After withdrawal, termination or non-renewal as a TPIC Member - *for any reason* - a former Member has continuing obligations, rights and duties under this Section 3.1.0. All information developed by TPIC shall be deemed as Confidential Information until made publicly available. All TPIC works in progress, draft presentations, documents, guidelines, minutes of meetings, related materials, or work product of the Program Director shall in all cases be deemed Confidential Information until made publicly available via the TPIC principal site.

3.2.0 Copyrights

Members grant to TPIC a worldwide, irrevocable, non-exclusive, non-transferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights in order to reproduce, distribute, display and perform the contributions of the participating Member solely for the purposes of developing, publishing and distributing presentations, documents, guidelines and related publications as well as products based on such material.

3.3.0 Trademarks

In the event that TPIC proposes to adopt any other name or logo as a trademark or trade name, the TPIC Board shall notify Members of the proposal via electronic announcement and posting at the principal site. The TPIC Board shall act as necessary and proper to protect the Council's rights under trademarks adopted for use by TPIC. In furtherance thereof, the TPIC Board shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members.

4.0.0 Membership/Participation Levels

For purposes of this Organizational Charter and By-Laws, a Participating Member and its affiliates, subsidiaries or subgroups shall be deemed as one Participating Member. Additionally, for purposes of this Organizational Charter and By-Laws, each individual who participates in any TPIC activities, groups, sub-groups or distributions (whether or not the individual is an employee of a Participating Member or Vendor Member) shall be deemed as an individual Base Member and shall be responsible for fulfilling the requirements of Base Membership. For purposes of this Organizational Charter and By-Laws, the Participating Member(s), Vendor Member(s) and Base Member(s) shall be referred to as Member(s).

4.1.0 Participating Member (company level)

The role of a Participating Member is to provide significant support and advice to the TPIC Board, long-term continuity, industry identification, credibility, resources and sustaining funds paid on an annual basis. A Participating Member's meaningful contribution to TPIC includes, but is not limited to, reasonable marketing promotion of the Council, and implementation of a TPIC guideline-compliant product. The qualifications for Participating Membership in TPIC are as follows:

- a) Any for-profit corporation, non-profit corporation, government organization, educational institution, other enterprise or individual supportive of the TPIC purpose, mission, goals and principles, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of this Organizational Charter and By-Laws, and who pays the then current annual dues.

Participating Member companies agree that each of their individual employees involved with TPIC activities, meetings, teleconferences, webinars, etc., shall have fulfilled individual requirements for TPIC Base Membership. Additionally, each Participating Member hereby agrees to not load the membership of TPIC, any Task Force, sub-committee or working group for the purpose of obstructing or monopolizing the purpose, mission, principles and goals of this Council. The TPIC Board will consider Participating Membership applications for approval or rejection. Approval of Participating Members will be by a majority vote of the TPIC Board. Participating Members will be notified by the TPIC Program Director at least one year prior to any effective changes in the annual dues amount. Applicants shall be considered by the TPIC Board upon completion of a Participating Membership Application that shall be available at the TPIC principal site, and payment of the applicable annual dues fee as specified by the TPIC Board. There is no limit on the number of Participating Members the Council may admit. Costs and expenses of participation in TPIC shall be borne by the Members participating, unless otherwise determined by a unanimous vote of all disinterested TPIC Board members.

4.2.0 TPIC Board

The TPIC Board will consist of no more than 20 representatives of Participating Members, and the Program Director. It shall be the duty of the TPIC Board to:

- a) Perform any and all duties imposed on them collectively or individually by this Organizational Charter and By-Laws;
- b) Perform any and all duties necessary to promote and affect the purpose, mission, goals and principles of this Organizational Charter and By-Laws;
- c) Recruit suitable organizations, institutions, other enterprises and individuals for TPIC membership, participation and contribution to TPIC;
- d) Consider for approval or rejection any public statement, press release or similar public materials concerning TPIC presentations, documents, guidelines or related materials prior to making such materials public;
- e) Establish, review and revise, as needed, all membership classes and the rights, obligations and privileges of all classes of TPIC Members and participants not otherwise stated in this Organizational Charter and By-Laws;
- f) Establish, review and revise, as needed, dues amounts and payable increments for all classes of TPIC Members and participants;
- g) As needed, establish and propose modifications to this Organizational Charter and By-Laws;
- h) Establish, review and revise, as needed, the contractual agreement with the TPIC Program Director;
- i) Keep TPIC Members informed of pertinent matters and events;
- j) Convene an annual meeting of the TPIC general membership. The TPIC Board will set the agenda to include items which will advance projects of the Council, provide training, highlight new or existing organizations, provide an update of Council libraries and repositories, and promote networking among Members, participants and contributors;
- k) Convene as a Board at least quarterly, to include a TPIC Board meeting held at the conclusion of the TPIC Annual Meeting of the general membership;
- l) Consider for approval or rejection the Council's annual budget. If the annual budget is not approved by the start of each calendar year, the Council shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved; and
- m) Make a yearly evaluation of the Council's fulfillment of its purpose, mission, goals and principles as set forth in this Organizational Charter and By-Laws, and the need to continue the existence of this entity going forward.

The TPIC Board may delegate any of its functions to appointed Task Forces, Special Interest Groups, sub-committees or the Program Director, at its discretion. Costs and expenses of participation in the TPIC Board shall be borne by the Members participating, unless otherwise determined by a unanimous vote of all disinterested TPIC Board members.

4.2.1 Initial TPIC Board

The initial TPIC Board shall be selected by representatives of Participating Members as identified in Section 4.1.0 - such Participating Members shall, upon approval of this Organizational Charter and By-Laws, submit their executed Membership Agreements and dues as agreed upon by the participants of the TPIC activities held July 28 & 29, 2004, in Santa Clara, California. Members of the initial TPIC Board shall serve until their term expires or terminates or until successors are appointed.

4.2.2 TPIC Board Membership Qualification, Alternate, Election and Removal

- a) *Qualification* - TPIC Board members must be employees of a Participating Member. TPIC Board members must have already fulfilled requirements for Base Membership. No Participating Member may have more than two representatives serving on the TPIC Board. A represented Participating Member, by providing written notice to the TPIC Board, may

- replace an individual appointed by that Participating Member to the TPIC Board at any time either with its designated alternate representative or another designated representative.
- b) *Alternate Representative* - Each Participating Member company represented on the TPIC Board may also appoint an alternate representative to serve on the TPIC Board on a temporary basis should its designated representative become unavailable. Even if a designated representative to the TPIC Board is present, that TPIC Board Member's alternate representative may also attend meetings of the TPIC Board, but in a non-voting capacity.
- c) *Term, Renewal, Vote of No-Confidence* - Each member of the TPIC Board shall be entitled to representation on the TPIC Board for a term of two years. Such term shall be renewed for additional two-year terms subject to the vote of no-confidence procedures as set forth in the following two statements. 1) At the conclusion of each two-year term of representation on the TPIC Board, if more than fifty percent of all then-current TPIC Board members (interested as well as disinterested) cast votes of no confidence regarding a TPIC Board member, the Participating Member of that TPIC Board member shall immediately withdraw its representative from the TPIC Board. For purposes of any vote of no-confidence procedure, an abstention from vote or failure to vote shall count as a vote of confidence. 2) Additionally, in the event that more than fifty percent of the TPIC Board or more than fifty percent of the Participating Members request a vote of no confidence concerning any member of the TPIC Board who has not shown any meaningful contribution to TPIC, including, but not limited to, reasonable marketing promotion of the Council, or implementation of a TPIC guideline-compliant product, then a special vote of no confidence shall be held. Such a special vote of no confidence shall be taken as soon as possible after the request, and the outcome of the vote shall be determined as per the process set forth in the preceding statement for a regularly scheduled biannual vote of no confidence. This special on-demand vote of no confidence provision shall not become effective and applicable until one year after the 2004 establishment of the initial TPIC Board. Open seats on the TPIC Board, if any (up to the maximum permitted under Section 4.2.0), shall be filled from among the Participating Members for a limited term via election as set forth in the following paragraph.
- d) *Nomination and Election* - Any open positions on the TPIC Board shall be filled via election by majority vote of the TPIC Board. Participating Members wishing to have a representative nominated for the TPIC Board must provide written notice of the same to the Program Director not later than thirty days prior to the quarterly meeting of the TPIC Board immediately preceding the next TPIC Annual Meeting of the general membership. At such time as all nominees for the TPIC Board are known, but in no event later than the date specified for notice of the TPIC Board meeting at which an election of TPIC Board members shall take place, the Program Director shall provide each TPIC Board member with a written slate containing the names of all nominees. Voting for the election of TPIC Board members shall be exclusively by written ballot deposited or received at the time of the TPIC Board meeting. Each TPIC Board member may cast one vote per open TPIC Board member's seat, and may vote for as many candidates as the number of candidates to be elected to the new TPIC Board. The candidates receiving the highest number of votes shall be elected, up to the number of TPIC Board members to be elected. In the event of a tie between two or more individuals seeking election to the TPIC Board, then prior to seating the new members of the TPIC Board, the current members of the TPIC Board shall determine the winner via lottery draw from among the tied candidates. Newly elected TPIC Board members will assume his/her duties at the TPIC Board meeting immediately following the meeting during which he or she was elected.
- e) *Termination or Resignation* - A TPIC Board member shall automatically be removed if his or her employer terminates its membership in the Council. Additionally, a TPIC Board member

shall automatically be removed if his or her Participating Member company (employer) is delinquent in the payment of dues. Any TPIC Board member may resign at any time by giving written notice to the TPIC Board or to the Program Director. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- f) *Corrective Action* - When a TPIC Board member does not fulfill his or her responsibilities, the TPIC Board may take corrective action in the following manner: 1) *Informal Intervention* - Any TPIC Board member may request the Chair or Vice-Chair to informally meet with another TPIC Board member to attempt to resolve misunderstandings, clarify role expectations, inherent responsibilities and obligations; and 2) *Removal from the TPIC Board* - If informal intervention does not resolve the problem, a TPIC Board member may request that a motion to dismiss this member be placed on the agenda for a TPIC Board meeting. A TPIC Board member shall be removed if a simple majority (one vote more than 50 percent of the TPIC Board members in attendance of a quorum) of TPIC Board members vote in favor of this action. The Participating Member company of that TPIC Board member shall immediately withdraw its representative from the TPIC Board and replace that individual either with the designated alternate representative or another designated representative.

4.2.3 TPIC Board Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any TPIC Board member shall be filled by the TPIC Board. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair until such time as the TPIC Board shall fill the vacancy.

4.2.4 TPIC Board Chair

The Chair shall be the chief executive officer of TPIC and shall, subject to the control of the TPIC Board, supervise and control the affairs of TPIC and the activities of the Task Forces. He or she shall perform all duties incident to his/her office and such other duties as may be required by this Organizational Charter and By-Laws, or which may be prescribed from time to time by the TPIC Board, including presiding as Chair at all meetings of the TPIC Board and at all meetings of the Members. Except as otherwise expressly provided by this Organizational Charter and By-Laws, the Chair shall in the name of the Council execute such contracts, checks, or other instruments that may be authorized by the TPIC Board.

4.2.5 TPIC Board Chair Appointment And Term

The initial TPIC Board Chair shall be elected by a majority vote of the Initial TPIC Board. The TPIC Board Chair shall be replaced by the Vice-Chair per majority vote of the TPIC Board at the conclusion of each even-numbered year TPIC Annual Meeting. The Chair shall hold office until he or she dies, resigns, is removed, is otherwise disqualified to serve, or until his/her successor shall be approved, elected or appointed, whichever occurs first.

4.2.6 TPIC Board Vice-Chair

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice-Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions on the Chair. The Vice-Chair shall have other powers and perform such other duties as may be prescribed by this Organizational Charter and By-Laws, or as may be prescribed by the TPIC Board.

4.2.7 TPIC Board Vice-Chair Election And Term

The TPIC Board Vice-Chair shall be elected by a majority vote of the TPIC Board at the conclusion of each odd-numbered year TPIC Annual Meeting. The Vice-Chair shall hold office until he or she dies, resigns, is removed, is otherwise disqualified to serve, or until his/her successor shall be elected or appointed, whichever occurs first. TPIC Board members wishing to nominate themselves or others for the TPIC Board must provide written notice of the same to the Program Director not later than thirty days prior to the TPIC Board meeting to be held at the conclusion of the next odd-numbered year TPIC Annual Meeting. Candidates for Vice-Chair election shall be current TPIC Board members. If the office of the Vice-Chair is vacant, the Chair shall nominate a candidate for that office. The nomination shall be confirmed by a majority vote of the TPIC Board. If the offices of the Chair and Vice-Chair are vacant simultaneously, the Program Director shall assume the chair and nominate a new Chair.

4.2.8 TPIC Board Action Without A Meeting

Any action that the TPIC Board is required or permitted to take may be taken without a meeting if all members of the TPIC Board consent in writing or electronic transmission to that action. Such action by written or electronic consent shall have the same force and effect as any other validly approved action of the TPIC Board. All such consents shall be filed in a posting, approved by all TPIC Board members, with the minutes of the proceedings of the TPIC Board maintained in the Council minutes posted at its principal site.

4.2.9 TPIC Board Decision Making

- a) *Quorum* – TPIC Board meetings require in attendance at least fifty percent of the Board plus one Board member to achieve quorum.
- b) *Consensus Versus Voting* - Every effort will be made to arrive at TPIC Board decisions through Board member consensus. However where consensus cannot be achieved the Chair will achieve decision making through call of vote.
- c) *One Vote* - When the TPIC Board Chair calls for a vote, each Board Member will receive one vote.
- d) *Transparency of Decisions* - The rationale of TPIC Board decisions will be captured in meeting minutes whenever critical decisions that could impact the Council are made.
- e) *Bona Fide Membership* – No TPIC Board Member may vote whose organization is delinquent in the payment of dues.

4.2.10 TPIC Board Indemnification

The TPIC Board shall be indemnified by the Council to the fullest extent permissible under the laws of the each Member's state or country, provided however that such indemnification shall not eliminate or limit the personal liability of a TPIC Board member for:

- a) Any breach of a TPIC Board's duty of loyalty to the Council;
- b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- c) Any transaction from which a TPIC Board member derived an improper personal benefit; or
- d) Any act or omission involving conflict of interest transactions or unlawful distributions.

4.3.0 TPIC Base Membership (individual level)

The qualifications for Base Membership in TPIC include the following:

- a) Any individual with an involvement in technician performance improvement or technician training;
- b) Any individual supportive of the TPIC mission, purpose, principles and goals;
- c) Any individual who provides services, tools, equipment, etc., to TPIC Participating Members, or who is an employee of a for-profit corporation, non-profit corporation, government

organization, educational institution, other enterprise or individual that provides services, tools, equipment, etc., to TPIC Participating Members. Individuals fulfill TPIC Base Membership requirements by joining the American Society for Training & Development (ASTD) at the TPIC Enterprise Level (code TPIC) and maintaining that ASTD membership.

4.4.0 TPIC Vendor Members (company level)

The qualifications for Vendor Membership in TPIC are as follows:

- a) Any for-profit corporation, non-profit corporation, government organization, educational institution, other enterprise or individual that provides services, tools, equipment, etc., to TPIC Participating Members

Vendor Member companies agree that each of their individual employees involved with TPIC activities, meetings, teleconferences, webinars, etc., shall have fulfilled individual requirements for TPIC Base Membership. Additionally, each Vendor Member hereby agrees to not load the membership of TPIC, any Task Force, sub-committee or working group for the purpose of obstructing or monopolizing the purpose, mission, principles and goals of this Council. The TPIC Board will consider Vendor Membership applications for approval or rejection. Approval of Vendor Members will be by a majority vote of the TPIC Board. Vendor Members will be notified by the TPIC Program Director at least three months prior to any effective changes in Vendor Member requirements. Applicants shall be considered by the TPIC Board upon completion of a Vendor Membership Application that shall be available at the TPIC principal site. There is no limit on the number of Vendor Members the Council may admit. Costs and expenses of participation in TPIC shall be borne by the Members participating, unless otherwise determined by a unanimous vote of all disinterested TPIC Board members.

4.5.0 Determination And Rights of Members

TPIC shall have types of membership as defined by the TPIC Board, including the initial classifications set forth in this Organizational Charter and By-Laws. Except as expressly provided in or authorized by the applicable Membership Agreements based on this Organizational Charter and By-Laws, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the TPIC Board. Among the benefits generally to be afforded to Members are: the right to attend meetings of the general membership; access to presentations, documents, and related materials as may be approved by the TPIC Board; and access to the public portions of the TPIC web site.

4.5.1 Membership Requirements, Fees And Dues

The annual requirements, fees and dues payable to the Council by each class of Members shall be established and may be changed from time to time by resolution of the TPIC Board. Initial dues shall be due and payable upon written application to join the Council. Thereafter, yearly dues shall be due and payable as specified on the Membership Agreement. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Council Program Director until all delinquent dues are paid.

4.5.2 Membership Roll

The Council shall keep a membership roll containing the name and contact information of each Member in addition to the date upon which the applicant became a Member. The Council will have the name of one individual from each Participating Member organization who shall 1) serve as a primary contact for TPIC; 2) receive all correspondence and information; 3) distribute this information within his or her organization; 3) and vote on all issues submitted to a vote of the Participating Members – if such a vote is called for by the TPIC Board. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination.

Such roll shall be kept with the TPIC Program Director. Membership in the Council is a matter of Council record. The TPIC Board reserves the right to allow membership lists to be sold or otherwise made available to third parties.

4.5.3 Non-Transferability Of Memberships

All rights of membership cease upon the Member's dissolution. No membership may be assigned without the prior written consent of the TPIC Board, and any purported assignment without such written approval shall be null and void.

4.5.4 Termination Of Membership

The membership of a Member shall terminate upon the occurrence of any of the following events:

- a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty days after a notification of delinquency is given to such Member by the Program Director. A Member may avoid such termination by paying the amount of delinquent dues within a thirty-day period following the Member's receipt of the notification of delinquency.
- b) Upon fifteen days' written notice from the Member.
- c) Upon unanimous vote of all disinterested TPIC Board members when such TPIC Board members determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein, including the requirements for Membership as stated in Sections 4.1.0, 4.3.0, and 4.4.0. (For purposes of this Charter, "disinterested" shall mean "without a conflict of interest" as perceived by the majority of TPIC Board members.)
- d) Upon a Member's dissolution. In the event that two or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one membership thereafter.

All rights of a TPIC Member shall cease on termination of membership as herein provided. A Member terminated from the Council for any reason shall not receive any refund of dues already paid for the current dues period.

4.5.5 Public Statements By Members

The statements, releases, publications and reports including but not limited to the output of any Member that purports to be or may be construed as a position of TPIC shall be approved by the TPIC Board prior to issuance oral or written by any Member. The TPIC Board may adopt written guidelines binding on Members in furtherance of this policy.

4.6.0 Task Forces and Special Interest Groups (SIGs)

The TPIC Board may establish Task Forces or Special Interest Groups (SIGs) to carry out the collaboration work of the Council. Such Task Forces or SIGs shall each have at least one chair. Task Force or SIGs Chairs shall act only in an advisory capacity to the TPIC Board, and without authority to take action on any matter requiring action of the TPIC Board. The Task Force or SIGs Chairs shall be an employee or duly appointed representative of a TPIC Participating Member. The TPIC Board shall 1) approve the formation of each Task Force or SIG, 2) approve the Chair(s) and members of such Task Forces or SIGs, 3) approve the scope of work and desired output from each Task Force or SIG, and 4) review and consider Task Forces or SIGs output for adoption, as appropriate, as official TPIC documentation. Copyright on all Task Forces or SIGs output and official documentation shall be held in the name of and by TPIC. The TPIC Board shall have the authority to dissolve or reorganize a Task Force or SIG. The TPIC Board may adopt rules and regulations pertaining to the conduct of meetings of Task Forces or SIGs to the extent that such rules and regulations are not inconsistent with the

provisions of this Organizational Charter and By-Laws. At the first meeting of a Task Force or SIG, a schedule for meeting and activity milestone dates will be proposed and presented for approval by the TPIC Board. Costs and expenses of participation in a Task Force or SIG shall be borne by the Members participating, unless otherwise determined by a unanimous vote of all disinterested TPIC Board members.

4.6.1 Public Statements By Task Forces or Special Interest Groups (SIGs)

The statements, releases, publications and reports including but not limited to the output of any Task Force or SIG that purports to be or may be construed as a position of TPIC shall be approved by the TPIC Board prior to issuance oral or written by any Task Force or SIG participant. The TPIC Board may adopt written guidelines binding on Task Forces or SIGs in furtherance of this policy.

4.7.0 Program Director

The TPIC Program Director shall perform any and all duties imposed by this Organizational Charter and By-Laws. Except as otherwise expressly provided by this Organizational Charter and By-Laws, the Program Director shall in the name of the Council execute such contracts, checks, or other instruments that may be authorized by the Chair or the TPIC Board. The Program Director shall perform such undertakings as are necessary to manage the day-to-day needs of the Council, including:

- a) Scheduling and setting up meetings;
- b) Facilitating communication between Members, including providing timely notices of meetings (timely notice to be per direction of the TPIC Board);
- c) Acting as the liaison to other consortia or associations with which the Council may choose to associate;
- d) Providing Members with timely minutes, summaries and other reports with respect to the activities of the Council as may be prepared by the Chair, Program Director, Task Forces, Special Interest Groups or any designated working groups;
- e) Receiving and processing membership agreements, and executing them on behalf of the Council;
- f) Establishing the annual TPIC budget and presenting it to the TPIC Board for consideration and approval or rejection at the TPIC Board meeting held at the TPIC Annual Meeting in the year prior to the effective start of the proposed annual budget; and
- g) Establishing, maintaining, updating, reviewing and revising, on a regular basis, the TPIC web site, membership roll, contact database, library, repositories and calendar.

The Program Director may engage third parties to undertake such activities, provided that the Program Director enters into appropriate contracts protective of the Council, and ensures compliance with terms and conditions of this Organizational Charter and By-Laws including confidentiality obligations. The Program Director shall render to the Chair or any TPIC Board member, whenever reasonably requested, an account of the financial condition of the Council.

5.0.0 Compensation

With the exception of the Program Director, whose services shall be provided pursuant to a consulting and services agreement between the Council and an outside contractor, the TPIC Board, Task Forces, Special Interest Groups and Members shall serve without compensation by the Council. Nothing herein contained shall be construed to preclude any member from serving the Council in any other capacity as an agent, employee or otherwise, and receiving compensation as long as such compensation is approved by a majority of disinterested TPIC Board members.

5.1.0 Prohibition Against Private Benefit

No part of the net earnings of the Council shall inure to the benefit of, or be distributable to, its Members, TPIC Board or other private persons, except that the Council shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Council.

6.0.0 Dissolution

The voluntary dissolution of TPIC shall require the approval of two-thirds of the TPIC Board and the subsequent affirmative vote of two-thirds of the Members acting at the TPIC Annual Meeting. Should such a vote fail to approve continuation of the Council, such vote shall initiate the dissolution of the Council. The TPIC Board shall then suspend all TPIC activities within ninety days of such Annual Meeting, or at the end of the then current year, whichever first occurs. The TPIC Board may appoint one or more qualified persons to oversee such dissolution.

6.1.0 Distribution Of Assets

In the event of the dissolution of TPIC (whether voluntary, involuntary or by operation of law), the TPIC Board shall, after paying or making provisions for the payment of all of the liabilities of TPIC, transfer all of the TPIC property and assets to one or more "Qualified Organizations" as the TPIC Board shall determine. "Qualified Organization" shall mean a corporation or other organization operated exclusively for educational purposes meeting the requirements for exemption as shall at the time qualify either 1) as exempt from federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(3) of the Code, or 2) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

7.0.0 Amendments To This Organizational Charter and By-Laws

The TPIC Organizational Charter and By-Laws can be amended by a unanimous vote of all TPIC Board members. If a unanimous vote is not achieved by the TPIC Board, then amendment shall require the approval of two thirds of the TPIC Board and the subsequent affirmative vote of two thirds of the Members acting at the TPIC Annual Meeting. Amendments to the Organizational Charter and By-Laws shall become effective immediately upon approval. The electronic announcement and complete text of the amendment(s) will be sent to all Members and posted at the TPIC principal site within 15 days of such amendment(s).

8.0.0 Parliamentary Authority

The rules contained in the current edition of Robert's Rule of Order (Newly Revised) shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with this Organizational Charter and By-Laws or any special rules of order that TPIC may adopt.