



BYLAWS OF THE TELUGU ASSOCIATION OF NORTH AMERICA, INC.

Preamble

Whereas the need exists for cohesive action on the part of the people of Telugu origin residing in North America, it is hereby resolved that this not-for-profit organization preserve and propagate the Telugu cultural heritage and maintain the identity of said group of people, and provide a forum for Telugu literary, cultural, educational, social, and charitable interaction among its members.

Article I NAME

The name of the corporation is Telugu Association of North America, hereafter referred to as TANA.

Article II OBJECTIVES

Section 1. Objectives. The objectives of TANA shall include:

- a) To preserve, maintain, and perpetuate the cultural heritage of the people of Telugu origin in North America.
- b) To assist and propagate cultural, educational, social, economic, and community affairs of the people of Telugu origin in North America.
- c) To promote establishment of Telugu organizations in regions of North America where there are no such organizations.
- d) To organize periodic Telugu literary, cultural, and educational conferences throughout the North American continent to promote the objectives of TANA.
- e) To collaborate in the organization of Telugu literary, cultural and educational conferences in other countries.
- f) To foster friendship and understanding among Telugu people, and between people of Telugu origin and other people.

- g) To raise, solicit, and collect funds and donations either directly or in cooperation with other not-for-profit organizations for cultural, educational, and charitable purposes in North America and abroad for the purpose of serving both the Telugu community and the community at large.

Article III NATIONAL HEADQUARTERS

Section 1. Location. TANA may maintain a main office at a location approved by the Executive Committee.

Section 2. Staffing. The Main Office may, at the sole discretion of the Executive Committee, be staffed by an Office Manager and other personnel as approved by the Executive Committee.

Section 3. Office Manager. The President may appoint, with the approval of the Executive Committee by resolution, an Office Manager to oversee the day-to-day operations of TANA. The position of Office Manager shall be an at-will position and the Office Manager may be terminated by the Executive Committee at any time for any reason or for no reason at all. The Office Manager's compensation shall be set by the Executive Committee. The Office Manager shall operate under the supervision and confidence of the President.

Section 4. Indemnification. TANA shall indemnify all officers and the Board of Directors to the full extent permitted by law. TANA shall be entitled to purchase insurance for such indemnification to the full extent as determined from time to time by the Executive Committee.

Section 5. Surety Bonds. The TANA Treasurer, TANA Foundation Treasurer, and such other officers and employees as may be responsible for the handling of the funds and monetary assets of TANA may be required at the expense of TANA, to purchase a surety bond, upon such terms and conditions as shall be determined by the Executive Committee.

Article IV RULES AND REGULATIONS

Section 1. Binding Effect. The following rules and regulations shall conclusively bind TANA and all persons acting for or on behalf of it.

- a) No part of the net earnings of TANA shall inure to the benefit of, or be distributed to its members, trustees, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payment and distributions in furtherance of the objectives set forth herein.
- b) No substantial part of the activities of TANA shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in any political campaign including the publication or distribution of statements on behalf of any candidate for public office.

- c) Notwithstanding any other provisions of the Articles of Incorporation and Bylaws, TANA shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law, or (b) by an organization, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article V MEMBERSHIP

Section 1. Classes of Membership. There shall be three (3) classes of membership in TANA:

- a) Life Member
- b) TANA Donor Member,
- c) Foundation Donor Member

Section 2. a. Eligibility. Any Telugu speaker or any person or family of Telugu origin or the lineal descendants of such person or family, residing in North America, shall be eligible to be a member of TANA provided that such person: (a) is over 18 years of age, (b) subscribes to the objectives of TANA; (c) abides by the Articles of Incorporation and Bylaws of TANA; (d) submits an application in the prescribed form setting forth the applicant's full legal name, regular mailing address, electronic mailing address, and telephone number; (e) is approved for membership by the Executive Committee of TANA; and (f) pays the prescribed dues, fees, and assessments prescribed from time to time by the Executive Committee and approved by the Board of Directors. TANA reserves the right to specify acceptable methods of payment of dues. TANA reserves the right to verify the information provided and the qualifications for membership of any applicant. Such verification may include requesting additional supporting documentation from some or all of the applicants for membership.

b) **Fees:** The fee for life-membership shall be \$250. The fee for Life-Membership shall be reviewed by the Executive Committee every four years and approved by the Board of Directors.

Section 3. Spousal Membership. For the purpose of membership, the spouse of a member shall also be deemed to be a member in the same class of membership. Each member shall promptly notify the TANA Secretary of any change in marital status.

Section 4. Contact Information. It shall be the responsibility of each TANA member to keep on file with the Secretary such member's current valid regular mailing address, telephone number, and electronic mail address to which all notices and other communications of TANA, including TANA Patrika, the magazine published by TANA, may be sent. TANA reserves the right to remove any electronic or regular mail address or telephone number which is no longer current from TANA's files. TANA also reserves the right to stop mailing any materials, including the TANA Patrika to such member.

Section 5. Validity of Notice. Notice posted at the TANA website or in the TANA Patrika or sent either to a member's regular mailing address, postage prepaid, or to such member's electronic mail address on file with the Secretary shall be deemed to be good and sufficient notice for all purposes under these Bylaws.

Section 6. Privileges. The privileges of each membership category shall be as stated herein:

a) *Life Members.* Life Members shall be entitled for life to the rights and privileges only:

- i. to receive the TANA Patrika at a postal address in the United States or Canada;
- ii. to vote in TANA elections once they become qualified members as defined in Article XIV, section 1.e.
- iii. to serve on committees,
- iv. to stand for office in TANA elections subject to eligibility criteria specified in Article XIV, Section 8,
- v. to enjoy the special honorific title of "Life Member", and
- vi. to receive any and all discounts offered only to Life Members.

b) *TANA Donor Members.* Any person eligible for membership in TANA Article V, Section 2, that donates to TANA (other than to TANA Foundation), in any one calendar year, \$10,000, shall be classified as a TANA Donor Member. For the purposes of this Section 6(b), any person who either by himself or herself, or together with the person's spouse, is (a) the owner of one hundred percent (100%) of the issued and outstanding shares of stock in a closely-held corporation or (b) the owner of one hundred percent (100%) of the membership interests in a limited liability company when such corporation or limited liability company makes a donation to TANA in the amount required in the preceding sentence shall be eligible to be classified as a Donor Member. Any person who is a Donor member on the date of adoption of these bylaws will remain a Donor Member. Donor members shall be entitled for life to all of the rights and privileges of a Life Member plus the right to:

- i. enjoy the special honorific title of "Donor Member",
- ii. receive any and all discounts offered only to Donor Members of TANA,
- iii. to be elected a Donor Member of Board of Directors, subject to eligibility criteria specified in Article XIV, Section 8, and
- iv. to vote for Donor Members of Board of Directors, after the prescribed waiting period specified in Article XIV, Section 8.

c) *TANA Foundation Donor Members.* Any person eligible for membership in TANA Article V, Section 2, who meets the specific requirements of Article X, Section 1(b) shall be classified as a TANA Foundation Donor Member and shall be entitled for life to all of the rights and privileges of a Life Member plus the right to :

- i. enjoy the special honorific title of "TANA Foundation Donor Member" or "Foundation Donor",

- ii. receive any and all discounts offered only to TANA Foundation Donor Members,
- iii. to be elected a Foundation Donor Trustee, subject to eligibility criteria specified in Article XIV, Section 8, and
- iv. to vote for Foundation Donor Trustees, after the prescribed waiting period specified in Article XIV, Section 8.

d) *Non-Mutually Exclusive Classes of Membership.* The classifications of TANA Donor Member and TANA Foundation Donor Member are not mutually exclusive if requirements for each class of membership are separately satisfied. Satisfying the requirements of one of these classes of membership does not automatically qualify a member for the other classification.

Section 7. Dues, Fees, and Assessments.

- a) ***Obligation to Pay.*** All members shall pay the dues, fees, and assessments established for their class of membership by the Executive Committee as they may be amended from time to time, and approved by the Board of Directors. The Executive Committee will publish the current schedule of dues, fees and assessments on TANA’S web site at www.tana.org which shall be deemed as notification to all of the members.
- b) ***Dues Non-Refundable.*** No membership dues are refundable for any class of membership.

Section 8. Membership Verification Committee.

- a) ***Composition.*** There shall be a Membership Verification Committee (“MVC”) comprised of the Executive Vice President and two other Life members not then currently sitting on the Board of Directors, Executive Committee, or TANA Foundation and nominated and appointed by the President, with the consent of the Executive Committee. The nomination of these two additional members shall be completed within thirty (30) days of the Installation Date, as such term is defined in Article XIV of these Bylaws. The President shall be a non-voting member of the Membership Verification Committee. Any person serving on the Membership Verification Committee for any length of time during the term of the Executive Committee is not eligible to contest for any position in the elections conducted during that term.
- b) ***Verification Procedure.***
 - i) No later than the last day of each calendar month, the Treasurer shall forward copies of all membership applications and payments received within the preceding calendar month to the MVC .
 - ii) The MVC shall review each application to determine
 - 1. whether the applicant has provided sufficient information in their application to enable the MVC to make a determination that the applicant is eligible for membership in accordance with the Articles of Incorporation of TANA and these Bylaws; and

2. whether the proper membership fee has been paid.
- iii) The MVC shall complete the application review process within fifteen (15) days of receipt of the application from the Treasurer.
- iv) The MVC shall have the right to require any applicant to provide such additional documentation as the MVC shall, in its sole discretion, determine to be necessary to enable the MVC to verify the applicant's eligibility. Such documentation may include, but shall not be limited to: a) photo identification, b) birth certificate, c) a then current utility bill, d) valid driver's license, or e) passport. If the MVC requests such additional documentation from an applicant, the time limit set forth in sub-paragraph (iii) above shall be extended by an additional fifteen (15) days. If the applicant fails to provide the requested documentation within the additional fifteen (15) days, the MVC shall reject the application.
- v) Notwithstanding the rejection of any applicant's application, the membership application fee paid with such application shall be non-refundable and deemed to cover TANA's membership verification costs.

Section 9. Revocation.

- a) ***Substantial Violation.*** Membership of any member may be revoked for substantial violation of the Articles of Incorporation or Bylaws of TANA. Without limiting the generality of the foregoing, it shall be a violation of the Bylaws of TANA for any member to knowingly or intentionally engage in conduct which is intended to compete with or cause harm to TANA or which, in the opinion of the Executive Committee in its sole discretion, is likely to substantially injure the reputation of TANA. Any member of the Board of Directors or a minimum of 25 members in good standing of TANA may submit a petition outlining the charges to the Chairperson of the TANA Board of Directors by registered/certified mail, return receipt requested or by electronic mail addressed to bodchair@tana.org. The Board of Directors shall investigate the charges and if, in the opinion of a majority of the Board of Directors, there is probable cause to believe that a basis for revocation of membership may exist, the Board of Directors shall place the petition for removal on the agenda for hearing at a BOD meeting specially called for such purpose and shall provide the affected member with written and electronic notice of the petition and the hearing date so that such member may have an opportunity to be heard in opposition to the petition. If no quorum is present, the hearing on the petition shall be continued to the next regular meeting of the Board of Directors or a special meeting called for such purpose at which a quorum is present and voting. The Secretary of the Board of Directors shall notify the affected member of the date, time and place of the continued hearing. After the hearing at which a quorum is present, the Board of Directors shall decide by two-thirds affirmative vote of those present and voting whether to revoke the membership under question. The President shall notify the affected member of the action of the Board of Directors both electronically and in writing. The decision of the Board of Directors shall be final and binding.

- b) ***Crimes Involving Moral Turpitude.*** Conviction of a member for any criminal offense involving moral turpitude shall constitute reason for automatic revocation of membership. The President shall notify the affected member of the revocation both electronically and in writing.

Article VI Organization

Section 1. Component Bodies of TANA. TANA shall be comprised of the General Body, Board of Directors (“BOD”), Executive Committee (“EC”), and Foundation. The composition, objectives and operation of each is more particularly described below.

Article VII GENERAL BODY

Section 1. Composition. The General Body shall consist of all TANA Life members including Donor members.

Section 2. Members, Duties and Functions.

- a) Unless otherwise expressly provided in these Bylaws, the General Body of TANA shall elect the officers and directors of TANA.
- b) Nothing in section 2(a) above shall limit the power of the Board of Directors under Section 2-413(c) of the Corporations and Associations Article of the Maryland Code in force on the date of adoption of these Bylaws, or any comparable statute, to remove any officer or agent of the corporation.

Section 3. Meetings.

a) ***Regular Meetings.***

- i) Frequency. A meeting of the General Body shall be held during each TANA National Conference (as defined in Article XIII).
- ii) No TANA Conference Held. If a TANA National Conference is not held for any reason, then a meeting of the General Body shall be convened within three (3) months of the second anniversary of the previous TANA National Conference or, if no TANA National Conference has been held within the preceding two (2) years, then within three (3) months of the second anniversary of the last General Body meeting.
- iii) Where Held. General Body meetings may be held anywhere in North America.
- iv) Teleconference. General Body meetings may only be conducted in person.

- v) Notice. If a meeting of the General Body is to be held pursuant to sub-paragraph 3(a)(ii) of this Article, the Secretary shall give notice to all members of the date, time and place of such General Body meeting to no later than ninety (90) days before such meeting is to be held. Unless otherwise directed by the Board of Directors, notice shall be deemed given to a member if sent to such member by one or more of the following means :
 - 1. publication in the TANA Patrika,
 - 2. electronic mail addressed to the electronic mail address on file with the Secretary for such member, or
 - 3. publication on the TANA web site.
- vi) No Binding Action. The purpose of the General Body meeting is to provide a forum in which the Board of Directors may have an opportunity to discuss the affairs of TANA with TANA members and to receive feedback from the General Body concerning same. As such, the General Body shall not be authorized to take any action binding on TANA at the meeting.
- vii) No Minutes. The Secretary shall not be required to keep or post any minutes of the General Body meetings.
- viii) Quorum. Where no binding action may be taken by the General Body, no quorum is required.

b) ***Special Meetings.***

No Special Meetings. Special or extraordinary meetings of the General Body are expressly prohibited by these Bylaws. Neither the President nor any other officer, director or member of TANA, acting alone or in conjunction with other officers, directors or members of TANA, may call for any special or extraordinary meetings of the General Body. **Section 4. Objectives.** The General Body shall work to promote the objectives of TANA.

Article VIII BOARD OF DIRECTORS

Section 1. Composition. The Board of Directors shall consist of fifteen (15) members – five (5) Directors directly elected by all eligible voters of TANA, two (2) Donor Directors elected by eligible Donor members of TANA, and eight (8) ex-officio members – Immediate Past-President, President, Executive Vice-President, Secretary and Treasurer of the Executive Committee and the Chairperson, Secretary, and Treasurer of TANA Foundation. All 15 members have full voting privileges. All officers and directors of the corporation shall serve until their successors are duly elected and qualified.

Section 2. Term of Office. The term of office for both the Donor Directors and the directly elected non-Donor Directors shall be four years. One-half of the Donor Directors and one-half of directly elected non-Donor Directors shall retire every two (2) years and shall be replaced by election. Any non-ex-officio

Director (including Donor Directors), who has been elected or nominated for two (2) consecutive terms, shall be ineligible for reelection or nomination to a third consecutive term in the same category. The term for each Donor, non-Donor Director shall commence at midnight on the concluding day of the TANA National Conference next following such member's election. If, for any reason, no TANA National Conference is held, the term will commence on the 10th of July next following the election.

Section 3. Members, Duties and Functions.

- a) ***Chairperson***: The Board of Directors shall elect one of its non-ex-officio members as Chairperson ("BOD Chair") for a term of two (2) years. To be eligible to be the Chairperson, the BOD member shall have two years of prior history of serving TANA in the BOD. The BOD Chair shall preside over the meetings of the Board of Directors and implement the decisions of the Board of Directors. The BOD Chair can act only with the explicit authorization of the Board of Directors, except when otherwise provided in the bylaws. The BOD Chair shall be a member of the TANA Executive Committee.
- b) ***Board of Directors Secretary***. The Board of Directors shall elect one of its non-ex-officio members as Board of Directors Secretary ("BOD Secretary") for a term of two (2) years. The BOD Secretary shall be the public relations liaison of the Board of Directors. The BOD Secretary shall call for meetings, maintain minutes of meetings, and keep the records of the Board of Directors. The BOD Secretary shall prepare quarterly progress reports of all the projects and submit them to the Board of Directors and the TANA Secretary. In the absence of the BOD Chair, the BOD Secretary shall assume the role of the BOD Chair.
- c) ***Board of Directors Treasurer***. The Board of Directors shall elect one of its non-ex-officio members as Board of Directors Treasurer ("BOD Treasurer") for a term of two (2) years. The BOD Treasurer shall be responsible for issuing notice of and collection of all dues, fees, and assessments, and shall deposit the same in such banks or other depository institutions as the Board of Directors may designate. The BOD Treasurer shall ensure that all dues received from Life Member applicants are deposited into a separate fund established for that purpose to be known as the Life Membership Fund. The BOD Treasurer shall also ensure that all funds transferred to the Board of Directors by the TANA Treasurer are deposited into a separate fund established for that purpose to be known as the Century Fund. Unless otherwise directed by the Board of Directors, the BOD Treasurer shall maintain and manage the accounts under his/her control, and shall prepare and submit to the TANA Treasurer quarterly accountings of all activity in said funds within thirty (30) days of the end of the quarter. The Board of Directors, with cause, can extend the deadline by a maximum of another 45 days. If the BOD Treasurer fails to submit the quarterly financial reports within the prescribed time, the Chairman of the Board of Directors shall call for a meeting of the BOD to remove the BOD Treasurer from that office and fill the resultant vacancy following the procedure in Article VIII, Section 8.b. Any check, note, draft, or demand for money drawn against TANA BOD funds in excess of USD \$1,000.00 shall be signed by the Treasurer and the Chairperson of BOD, unless the Board of Directors directs otherwise. This limit does not apply to transfers between and among TANA accounts.

- d) **Management of Corporation.** The Board of Directors shall manage the business and affairs of the corporation through management of policies and oversight of officers.
- e) **Authority of Board of Directors.** All powers of the corporation may be exercised by or under authority of the Board of Directors except as conferred on or reserved to the General Body by law or by the Articles of Incorporation of the corporation.
- f) **Power to Amend.** The Board of Directors shall have the right to amend the Articles of Incorporation and Bylaws of the corporation, as specified in Article XVIII.
- g) **Custodian of Funds:** The Board of Directors shall be the custodian of the Century Fund and the Life Membership Fund. It shall be the caretaker body at the time of dissolution of TANA.
- h) **Internal Audit and Monitoring of Compliance.** The Board of Directors shall act as the internal auditor of TANA funds, TANA Foundation funds, TANA Conference funds and all other monetary assets. The Board of Directors shall periodically, but not less than once a year, audit and monitor compliance of all organs of TANA with the Bylaws and policies of TANA. Every Director shall have access to any of the books and records of the corporation's accounts and transactions during normal business hours upon 24 notice to the custodian of the particular records sought. The Chairperson of the BOD may nominate and appoint with the consent of the Board of Directors a Compliance Officer, to monitor the compliance of the officeholders with the bylaws, and an Internal Auditor to monitor the accounts and financial practices. The Compliance Officer and the Internal Auditor will report to the Board of Directors.
The decision of the Board of Directors with regards to the findings of variance and corrections of the variance shall be final.
- i) **Appointment of Committees:** The Chairperson of BOD shall nominate and appoint with the consent of the Board of Directors, the Chairperson and members of:
 - i. Nominations and Elections Committee established pursuant to Article XIV,
 - ii. Bylaws Review Committee to review and make recommendations for the organizational bylaws, and
 - iii. the Investment Advisory Committee. The Investment Advisory Committee shall constitute of a Chairperson and three members selected from TANA Life-Members. The Treasurers of EC, BOD and Foundation and the Chairperson of the Board of Directors shall be ex-officio members of the Investment Advisory Committee.
- j) **Oversight of Elections:** The Board of Directors shall oversee the organizational elections described in Article XIV below. The Board of Directors shall provide the Nominations and Elections Committee with procedures on the conduct of elections.
- k) **Obligation to Forward Communications.** Each member of the Board of Directors shall ensure that a copy of any written or electronic communication which pertains to TANA received by such member is forwarded to the BOD Chair and the BOD Secretary immediately upon receipt.

Section 5. Meetings.

a) *Regular Meetings.*

- i) Frequency. Regular meetings of the Board of Directors shall be held at least four times a year, and in any year in which a TANA National Conference is held, one of the meetings shall be held at the time of the TANA National Conference.
- ii) Where Held. Board of Directors meetings may be held anywhere in North America.
- iii) Teleconference. Board of Directors meetings may be conducted in person or by teleconference provided that all of the participants can hear each other at the same time.
- iv) Call and Notice. Regular meetings shall be called by the BOD Chair. For all in-person meetings, the BOD Secretary shall send notice to all members of the Board of Directors no later than twenty-one (21) days before the date of the meeting. For regular meetings by teleconference, the BOD Secretary shall send notice to all members of the Board of Directors no later than seven (7) days before the date of the meeting. The BOD Secretary shall notify all of the members of the Board of Directors of such meeting by a) delivery in person, or b) first class mail, postage prepaid to the member's regular mail address on file with the Secretary, or c) electronic mail addressed to such member at the electronic mail address on file with the Secretary for such member. It shall be the duty of each member to keep a current regular and electronic mail address on file with the Secretary. Notice of the meeting shall be deemed given upon such personal delivery, mailing, or sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.
- v) Agenda. The BOD Secretary, in consultation with the BOD Chair where practicable, shall prepare the agenda. New business may be added to the agenda at any regular meeting in accordance with Roberts Rules of Order.
- vi) Minutes. The BOD Secretary shall send the minutes of the meeting to all Board of Directors members within two weeks of the conclusion of the meeting. The Secretary shall post the minutes of the meetings of the Board of Directors, except those which are conducted in executive session, on the TANA web site.

b) *Special Meetings.*

- i) Call and Notice. The BOD Chair may call or, upon the written request of at least 50% of the Board of Directors members, the BOD Secretary shall call a special meeting. The Board of Directors Chair or members requesting such special meeting shall specify, in writing, along with the call or request for such meeting, the purpose for which such special meeting is to be called. Such special meeting shall be held no later than four (4) days after either (a) the date upon which the BOD Chair calls for such special meeting or (b) the date by which the BOD Secretary has received all of the required written requests from at least 50% of the Board of Directors members requesting such

special meeting. The BOD Secretary shall notify all of the members of the Board of Directors of such special meeting not less than twenty-four (24) hours before the date and time set for the special meeting by a) delivery in person, or b) electronic mail addressed to such member at the electronic mail address on file with the BOD Secretary for such member. It shall be the duty of the member to keep a current email address on file with the BOD Secretary. Notice of the special meeting will be deemed to have been given upon personal delivery or upon the sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.

- ii) Where Held. The Board of Directors may hold a special meeting anywhere in North America.
 - iii) Teleconference. The Board of Directors may hold a special meeting in person or by teleconference provided that all of the participants can hear each other at the same time.
 - iv) Agenda. The BOD Secretary shall prepare the agenda. The business items on the agenda shall consist of the purposes identified by the BOD Chair in the call for the special meeting or by the Board of Directors members in their call for such special meeting. No new business may be added to the agenda of a special meeting without the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors present and voting at the special meeting.
 - v) Minutes. The BOD Secretary shall send the minutes of the special meeting to all Board of Directors members within two (2) days of the conclusion of the meeting. The BOD Secretary shall post the minutes of the meetings of the Board of Directors, except those which are conducted in executive session, on the TANA web site.
- c) **Quorum.** The quorum shall consist of two thirds of the Board of Directors. If a quorum is not present for two successive meetings called with proper notice, the quorum will be a majority of members for the next meeting called with proper notice.
- d) **Electronic Mail.** For the purposes of this Article, wherever any notice, request or other communication is required to be “in writing” or “written”, the use of electronic mail shall be deemed to satisfy such requirement.

Section 6. Objectives. The Board of Directors shall work to promote the objectives of TANA. The Board of Directors shall be responsible for long-range planning, development and management of policies, fiscal stability, appointment and removal of officers, and compliance with bylaws of TANA. It shall not interfere with the regular operations of TANA which shall remain as provided for in the Articles of Incorporation and Bylaws. The Board of Directors shall investigate complaints of non-compliance with bylaws and fiscal or election procedures. In case of crisis or dispute, or at the request of the Executive Committee, it shall, as a mediator, resolve the crisis or dispute and its decision shall be final and binding.

Section 7. Removal of Officers, Agents or Directors.

a) ***Business Judgment Rule.*** If the Board of Directors in its judgment finds that the best interests of the corporation will be served, it may remove any officer, officeholder, agent or director of the corporation. If, in the opinion of a majority of the Board of Directors, there is probable cause to believe that a basis for removal from office of any officer, officeholder, agent or director of TANA may exist, the Board of Directors shall place a resolution for removal on the agenda for hearing at a meeting specially called for such purpose and shall provide the affected officer, agent or director with written or electronic notice of the hearing so that such officer, officeholder, agent or director may have an opportunity to be heard in opposition to the resolution. If no quorum is present, the hearing on the resolution shall be continued to the next regular meeting of the Board of Directors or a special meeting called for such purpose at which a quorum is present and voting. The BOD Secretary shall notify the affected member of the date, time and place of the continued hearing as soon as practicable. Notice by electronic mail shall be deemed sufficient notice. After the hearing at which a quorum is present, the Board of Directors shall decide by a two-thirds majority of affirmative vote of all the members (including those not in attendance at the meeting, whose vote may be obtained in writing or by e-mail within 72 hours of the meeting) of the Board of Directors whether to remove the officer, agent or director. The BOD Chairperson or BOD Secretary shall notify the affected member of the action of the Board of Directors. The decision of the Board of Directors shall be final and binding.

b) ***Failure to Fulfill the Responsibilities:*** The failure an officer, officeholder, agent or director of the corporation to meet their responsibilities defined in these bylaws in the prescribed time period shall be considered a probable cause for removal from office. Any complaints of such failure shall be reported to the Chairman of the Board of Directors, who shall call for a meeting of the Board of Directors to hear the complaint. The Board of Directors may, at its discretion, refer the matter to the Compliance Officer for further investigation. If the Board of Directors determines that there is probable cause for removal, the procedures in paragraph a. of this section shall be followed.

c) ***Conviction for Crime Involving Moral Turpitude.*** Notwithstanding the provisions of sub-paragraph (a), if any officer, officeholder, director or agent of TANA is convicted of a crime involving moral turpitude, such officer, officeholder, agent or director shall be subject to removal upon such conviction. If such conviction is overturned on appeal, the officer, agent or director may apply to the Board of Directors for reinstatement. The determination as to whether such officer, officeholder, director or agent of TANA is to be reinstated shall be in the sole discretion of the Board of Directors.

Section 8. Vacancies. The Board of Directors shall fill the vacancies occurring in the Board of Directors, Executive Committee and Foundation.

a) ***President.*** If the position of President becomes vacant, the Board of Directors, by a majority vote at any regular or special meeting of the Board called for that purpose at which a quorum is present, shall fill such vacancy within thirty (30) days from among the eligible Life Members in good standing as defined in Article XIV, section 1.e. and Article XIV, Section 8. Until the vacancy is filled as provided in this sub-paragraph, the Executive Vice President shall carry out the duties and responsibilities of the President and shall be referred to as Acting President.

b) **All Other Positions.** If a vacancy occurs in any position on the Board of Directors, Executive Committee, or TANA Foundation other than President, then the Board of Directors, by a majority vote at any regular or special meeting of the Board called for that purpose at which a quorum is present, shall fill such vacancy within sixty (60) days with an eligible Life Member in good standing as defined in Article XIV, section 1.e. The Executive Committee shall propose the nominees for filling the vacancies in the Executive Committee. The Foundation shall propose the nominees for filling the vacancies in the Foundation. If the vacant position is that of a Foundation Donor Trustee, then the Board of Directors shall first seek to fill that position with a suitable Foundation Donor. If no suitable Foundation Donor can be found, then the Board of Directors may fill the vacancy with any eligible Life Member subject to Article XIV, Section 8. If the vacant position is that of a TANA Donor Director, then the Board of Directors shall first seek to fill that position with a suitable TANA Donor. If no suitable TANA Donor can be found, then the Board of Directors may fill the vacancy with any eligible Life Member subject to Article XIV, Section 8.

c) For the purposes of this section, “vacancy” shall mean 1) the inability by the officeholder to fulfill the duties and functions of the office by reason of the officeholder’s resignation, removal, ongoing unexplained absence, death, or disability continuing beyond sixty (60) days or 2) that the position could not be filled during the organizational elections specified in Article XIV. If any dispute arises concerning whether a vacancy exists in any office, the dispute shall be resolved by the Board of Directors. The decision of the Board of Directors shall be final.

Section 9. Resignations: Resignation by a member of the Board of Directors, Executive Committee, or Foundation is to be submitted to the Chairperson of Board of Directors. If the resignation is submitted to other members of these bodies, such members shall promptly forward it to the Chairperson of the Board of Directors. The Chairperson of the Board of Directors shall accept the resignation within seven (7) days of receipt and inform the Board of Directors promptly of such acceptance and the resulting vacancy.

Article IX EXECUTIVE COMMITTEE

Section 1. Composition. The officers of the corporation shall be the President, Executive Vice President, Treasurer, Joint Treasurer, Secretary and Joint Secretary. The Executive Committee shall consist of the officers, one (1) Cultural Activities Coordinator, one (1) Community Service Coordinator, one (1) Sports Coordinator, one (1) International Coordinator, one (1) Women’s Services Coordinator, one (1) Councilor at Large, eighteen (18) Regional Coordinators, Chairperson of the TANA Foundation, immediate Past President, and the Chairperson of the Board of Directors. No person shall serve twice in the same office consecutively.

Section 2. Members, Duties and Functions.

a) **Generally.** The Executive Committee shall provide leadership and execute the policies as approved by the Board of Directors. It shall set the amount of dues, fees, and assessments. Except as otherwise

directed by the Board of Directors, the President, with the advice and consent of the Executive Committee, shall have the authority to act for or on behalf of TANA. No Executive Committee member shall be elected to or nominated for more than one term of office consecutively in the same position. The term of each member shall be two years. The term shall commence at midnight on the concluding day of the TANA National Conference next following such member's election and shall end at midnight on the concluding day of the next TANA National Conference. If, for any reason, no TANA National Conference is held, the term will commence on the 10th of July next following the election.

b) **President.** The President shall be the Chief Executive Officer of TANA and shall perform all duties incident to the office of the President and such other duties as may be delegated by the Executive Committee, Board of Directors, and General Body. The President shall preside at all meetings of the Executive Committee and General Body. The President shall make such appointments as are required or authorized by the Articles of Incorporation, Bylaws, Executive Committee, and General Body. The President may sign any deeds, mortgages, bonds, contracts or other instruments provided, however, that if the value of any such deed, mortgage, bond, contract or other instrument exceeds \$30,000 in the aggregate, it shall also be approved either by the Board of Directors or the Executive Committee, in advance, at a regular or specially called meeting for that purpose. Regardless of its value, every contract, deed, document, or instrument which is to be executed on behalf of TANA, shall be attested by the Secretary unless the Board of Directors or the Executive Committee directs otherwise. The President shall nominate and appoint with the consent of the Executive Committee,

- i) the Chairperson and members of the Site Selection Committee established pursuant to Section 1(c) of Article XIII,
- ii) the Membership Verification Committee established pursuant to Section 8 of Article V,
- iii) the Chairperson and members of each of the Special Committees for the maintenance and advancement of the TANA Publications, TANA Patrika, the TANA website, and TANA Emergency Assistance and Management Team (TEAM Square) established pursuant to Article XV below,
- iv) City Coordinators, Project Coordinators and Advisory Board pursuant to Article XV below.

The President may nominate and appoint with the consent of the Executive Committee such special and ad hoc committee as may be necessary to further the objectives of TANA. The last official act of the President shall be to introduce the incoming officers and directors at the TANA National Conference, unless such Conference is not held for any reason.

c) **Executive Vice President.** The Executive Vice President ("EVP") shall assist the President and shall perform such other duties as assigned by the President. The EVP shall automatically succeed to the office of the President at the end of the President's term. The EVP shall be Chairperson of TANA Membership Verification Committee and shall assist the Secretary in maintaining an updated list of the members. If the President is temporarily unable by reason of disability or other absence to fulfill his or her duties as President, the Executive Vice President shall carry out the duties of President until the President is able to resume the President's duties.

d) *Regional Coordinator.* There shall be a Regional Coordinator elected from the members of each Region designated in Article XVI. With the advice and consent of the Executive Committee, each Regional Coordinator (“RC”) shall organize activities in the RC’s Region as the official representative of TANA. Each RC shall make every effort to a) enroll any eligible person in the RC’s Region as members of TANA, and b) raise funds for TANA in the RC’s region. The RC shall organize at least one TANA Regional Event during the RC’s term of office. The RC shall perform such other tasks as may be assigned by the Executive Committee. If the Regional Coordinator moves from the region during the RC’s term of office, the RC should resign from the position and the vacancy to be filled by the Board of Directors per Bylaw VIII.8.b.

e) *Secretary.*

- i) Custody and Maintenance of Corporate Records. The Secretary shall be the public liaison and custodian of the Seal, Articles of Incorporation, and Bylaws including all amendments. The Secretary shall be responsible for the maintenance of all the minutes of all the meetings, progress reports, records, documents, registers, and all official correspondence of and to the corporation, including TANA Patrika, and the reports of Committee Chairpersons. The Secretary shall prepare agendas in consultation with the President and send notification of meetings as required by the Articles of Incorporation and Bylaws. The Secretary shall keep a record of attendance of the members at the meetings.
- ii) Maintain Membership Rolls. The Secretary shall maintain an updated list of all members, delegates, and alternate delegates. The Secretary shall notify Committee Chairpersons and Committee Members of their appointment and their assigned duties. The Secretary shall be responsible to ensure that all books, reports, certificates, documents, and records are kept and filed as required by law. The Secretary shall perform such other duties and exercise such other powers as may be assigned by the Executive Committee. In accordance with Article XV, Section 14 of these Bylaws, the Secretary shall transfer all of the records of TANA of which the Secretary has care, custody or control under these Bylaws to the incoming Secretary within fifteen (15) days after the incoming Secretary is Installed. The Secretary shall be the sole officer of TANA authorized to issue any communications on behalf of TANA to TANA members or to the public at large. All contracts signed by the President shall be attested by the Secretary, unless the Board of Directors directs otherwise.

f) *Joint Secretary.* The Joint Secretary shall update the membership database and correct as necessary the address and contact information of members. The Joint Secretary shall assist the Secretary as needed and as directed by the Executive Committee. If the Secretary is temporarily unable by reason of disability or other absence to fulfill his or her duties as Secretary, the Joint Secretary shall carry out the duties of Secretary until the Secretary is able to resume the Secretary’s duties.

g) *Treasurer.*

- i) Sole Fiscal Officer of TANA. The Treasurer shall be the sole fiscal officer of TANA and the only person authorized to have custody of the general funds of TANA. For the purposes of this section,

“general funds” shall mean all of the monetary assets of TANA other than funds transferred by TANA to the Board of Directors or to the Foundation or donated to the Foundation directly by others. The Treasurer of the Board of Directors shall have custody of those monetary assets which are to be administered by the Board of Directors and the Treasurer of the Foundation shall have custody of those monetary assets transferred to or donated directly to the Foundation. The Treasurers of the Board of Directors and the Foundation shall each report to the TANA Treasurer and provide the TANA Treasurer with quarterly accountings of their dealings with those monetary assets in their custody.

- ii) Expenditures In Excess of USD \$1,000.00. Any check, note, draft, or demand for money drawn against TANA general funds in excess of USD \$1,000.00 shall be signed by the Treasurer and the President, unless the Executive Committee or the Board of Directors directs otherwise. The Treasurer shall be responsible for issuing notice of and collection of all dues, fees, and assessments, and shall deposit the same in such banks or other depository institutions as the Executive Committee may designate.
- iii) Quarterly and Annual Financial Reports. The Treasurer shall submit quarterly and Annual financial reports to the Board of Directors within thirty (30) days of the end of the quarter. The Board of Directors, with cause, can extend the deadline by a maximum of another 45 days. If the Treasurer fails to submit the quarterly financial reports within the prescribed time, the Chairman of the Board of Directors shall call for a meeting of the BOD to remove the Treasurer from that office and fill the resultant vacancy following the procedure in Article VIII, Section 8.b. Financial reports, after the Board’s approval, shall be published as soon as practicable in the TANA Patrika and/or on TANA web site. Publication in the TANA Patrika and/or on TANA web site shall be deemed to satisfy any requirement of these Bylaws to inform the membership of such financial reports.
- iv) Surety Bond. At the expense of TANA, the Treasurer shall provide TANA with a bond with such surety and in such amount as the Board of Directors may require.
- v) Other Duties. The Treasurer shall perform such other duties and exercise such other powers as permitted by law and as may be assigned by the Executive Committee or Board of Directors. The Treasurer shall cause tax returns to be prepared and filed with the Internal Revenue Service for each tax year during which the Treasurer is in office. The Treasurer shall also cause any documents required by its state of incorporation to be prepared and filed.
- vi) Membership Applications and Dues. The Treasurer shall be responsible for receiving all applications for membership in TANA and depositing all funds received with such applications into the general funds of TANA. The Treasurer shall ensure that all membership dues received from Life Member applicants are forwarded quarterly to the Treasurer of the Board of Directors. No later than the last day of each calendar month, the Treasurer shall forward a copy of each complete application which was accompanied by the appropriate dues received within the previous month to the Secretary and the Chairperson of the Membership Verification Committee.

Any applications which are incomplete or not accompanied by the appropriate dues shall be rejected by the Treasurer and returned to the applicant, if practicable.

- h) **Joint Treasurer.** The Joint Treasurer shall, under the supervision of the Treasurer, keep track of all donations made to TANA, send receipts promptly to the donors and attend to all donation related matters. The Joint Treasurer shall assist the Treasurer in processing membership applications and dues, in book-keeping, and in preparing for filing tax-returns. The Joint Treasurer shall assist the Treasurer as needed and as directed by the Executive Committee. If the Treasurer is temporarily unable by reason of disability or other absence to fulfill his or her duties as Treasurer, the Joint Treasurer shall carry out the duties of Treasurer until the Treasurer is able to resume the Treasurer's duties.
- i) **Cultural Activities Coordinator:** The Cultural Activities Coordinator, under the direction of the President and Executive Committee, will facilitate and coordinate activities preserving, promoting and propagating Telugu culture and fostering and promoting creative activities among North American Telugus.
- j) **Community Service Coordinator:** The Community Service Coordinator, under the direction of the President and Executive Committee, will facilitate and coordinate community service activities in North America.
- k) **International Coordinator:** The International Coordinator, under the direction of the President and Executive Committee, will coordinate activities with Telugu organizations and communities outside North America.
- l) **Sports Coordinator:** The Sports Coordinator, under the direction of the President and Executive Committee, will facilitate and coordinate sports activities for Telugu community in North America.
- m) **Women's Services Coordinator:** The Women's Services Coordinator, under the direction of the President and Executive Committee, will facilitate and coordinate such activities that address the educational, cultural and social needs of Telugu women in North America. The Women's Services Coordinator shall be a female Life Member in good standing.
- n) **Councilor-at-large:** The Councilor-at-large, under the direction of the President and Executive Committee, will take charge of any special projects commissioned by the Executive Committee.
- o) **Obligation to Forward Communications.** Each member of the Executive Committee shall ensure that a copy of any written or electronic communication which pertains to TANA received by such member is forwarded to the President and Secretary of Executive Committee immediately upon receipt.

Section 3. Meetings.

- a) **Regular Meetings.**

- i) Frequency. Regular meetings of the Executive Committee shall be held at least four times a year, and in any year in which a TANA National Conference is held, one of the meetings shall be held at the time of the TANA National Conference.
 - ii) Where Held. Executive Committee meetings may be held anywhere in North America.
 - iii) Teleconference. Executive Committee meetings may be conducted in person or by teleconference provided that all of the participants can hear each other at the same time.
 - iv) Call and Notice. Regular meetings shall be called by the President. For all in-person meetings, the Secretary shall send notice to all members of the Executive Committee no later than twenty-one (21) days prior to the date of the meeting. For regular meetings by teleconference, the BOD Secretary shall send notice to all members of the Board of Directors no later than seven (7) days before the date of the meeting. The Secretary shall notify all of the members of the Executive Committee of such meeting by a) delivery in person, or b) first class mail, postage prepaid to the member's regular mail address on file with the Secretary, or c) electronic mail addressed to such member at the electronic mail address on file with the Secretary for such member. It shall be the duty of each member to keep a current regular and electronic mail address on file with the Secretary. Notice of the meeting shall be deemed given upon such personal delivery, mailing, or sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.
 - v) Agenda. The Secretary, in consultation with the President where practicable, shall prepare the agenda. New business may be added to the agenda at any regular meeting in accordance with Roberts Rules of Order.
 - vi) Minutes. The Secretary shall send the minutes of the meeting to all Executive Committee members within two weeks of the conclusion of the meeting. The Secretary shall post the minutes of the meetings of the Executive Committee, except those which are conducted in executive session, on the TANA web site.
- b) ***Special Meetings.***
- i) Call and Notice. The President may call or, upon the written request of at least 50% of the Executive Committee members, the Secretary shall call a special meeting. The President or the Executive Committee members requesting such special meeting shall specify, in writing, along with the call or request for such meeting, the purpose for which such special meeting is to be called. Such special meeting shall be held no later than four (4) days after either (a) the date upon which the President calls for such special meeting or (b) the date by which the Secretary has received all of the required written requests from at least 50% of the Executive Committee members requesting such special meeting. The Secretary shall notify all of the members of the Executive Committee of such special meeting not less than twenty-four (24) hours before the date and time set for the special meeting by a) delivery in person, or b) electronic mail addressed to such member at the electronic mail address on file with the Secretary for such member. It shall

be the duty of the member to keep a current email address on file with the Secretary. Notice of the special meeting will be deemed to have been given upon personal delivery or upon the sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.

- ii) Where Held. The Executive Committee may hold a special meeting anywhere in North America.
 - iii) Teleconference. The Executive Committee may hold a special meeting in person or by teleconference provided that all of the participants can hear each other at the same time.
 - iv) Agenda. The Secretary shall prepare the agenda. The business items on the agenda shall consist of the purposes identified by the President in the call for the special meeting or by the Executive Committee members in their call for such special meeting. No new business may be added to the agenda of a special meeting without the affirmative vote of at least two-thirds (2/3) of the members of the Executive Committee present and voting at the special meeting.
 - v) Minutes. The Secretary shall send the minutes of the special meeting to all Executive Committee members within two (2) days of the conclusion of the meeting. The Secretary shall post the minutes of the meetings of the Executive Committee, except those which are conducted in executive session, on the TANA web site.
- c) **Quorum.** A majority of the Executive Committee shall constitute a quorum.
- d) **Electronic Mail.** For the purposes of this Article, wherever any notice, request or other communication is required to be “in writing” or “written”, the use of electronic mail shall be deemed to satisfy such requirement.

Section 4. Objectives. The Executive Committee shall work to promote the objectives of TANA. The Executive Committee is responsible for all general operations of TANA, sound fiscal management of the General Operation Funds, and to set goals and objectives consistent with the bylaws, policies and long-range plans.

Article X FOUNDATION

Section 1. Composition.

- a) **Foundation:** The Foundation is the policy making body for the objectives specified below in Section 4 of this article and is autonomous in administration but accountable to the President and the Board of Directors. The Foundation is operated by four (4) elected Foundation Donor Trustees, and ten (10) elected Regular Foundation Trustees.

- b) **Foundation Donor:** Any Life Member who donates \$10,000 or more to the Foundation Endowment Fund or to General and Developmental Projects (specified in Section 5.a.ii and 5.a.iii below) executed by Foundation within a period of two (2) calendar years shall become a Foundation Donor. For the purposes of this Section 6(b), any person who either by himself or herself, or together with the person's spouse, is (a) the owner of one hundred percent (100%) of the issued and outstanding shares of stock in a closely-held corporation or (b) the owner of one hundred percent (100%) of the membership interests in a limited liability company when such corporation or limited liability company makes a donation to TANA in the amount required in the preceding sentence shall be eligible to be classified as a Foundation Donor. Any person who is a Foundation Donor on the date of adoption of these bylaws shall remain a Foundation Donor.
- c) **Foundation Donor Trustee:** Except as otherwise provided in Article VIII, Section 6(b), only Foundation Donors shall be eligible for election to the position of Foundation Donor Trustee. The term of a Foundation Donor Trustee shall be four years. One half of the Foundation Donor Trustees shall retire every two years and shall be replaced by elections. Foundation Donor Trustees who have been elected or nominated for two consecutive terms shall be ineligible for reelection or reappointment. The term for each Foundation Donor Trustee shall commence at midnight on the concluding day of the TANA National Conference next following such member's election. If, for any reason, no TANA National Conference is held, the term will commence on the 10th of July next following the election.
- d) **Foundation Trustee:** Any Life Member shall be eligible to be seated as a Foundation Trustee. The term of a Foundation Trustee shall be four years. One half of the Foundation Trustees shall retire every two years and shall be replaced by elections. Foundation Trustees who have been elected or nominated for two consecutive terms shall be ineligible for reelection or reappointment. The term for each Foundation Trustee shall commence at midnight on the concluding day of the TANA National Conference next following such member's election. If, for any reason, no TANA National Conference is held, the term will commence on the 10th of July next following the election.
- e) **TANA President Ex Officio Member:** The TANA President shall be an *ex officio* member of the Foundation with full voting privileges.

Section 2. Foundation Administration, Duties and Functions.

- a) **Election of Chair, Secretary and Treasurer:** The Foundation shall elect from among their number, a Chairperson ("Foundation Chair"), Foundation Secretary, Foundation Joint Secretary and Foundation Treasurer whose duties and responsibilities shall be as set forth in subparagraphs (b) through (d) below. The Foundation Chair, Secretary, Joint Secretary and Treasurer shall meet the criteria of service specified in Article XIV, section 8.e.i to vi.
- b) **Chairperson:** The Foundation Chair shall preside over all meetings of the Foundation, shall implement the policies laid down by the Foundation, and coordinate the activities of the Foundation Trustees. To be eligible to be the Chairperson, the Foundation member shall have two years of prior history of

serving as a Trustee in the TANA Foundation and another two years of experience as specified in Article XIV Section 8.e.

- c) **Foundation Secretary:** The Foundation Secretary (“Foundation Secretary”) shall be the public relations liaison of the Foundation. The Foundation Secretary shall call for meetings, maintain minutes of meetings, and keep the records of the Foundation. The Foundation Secretary shall prepare quarterly progress reports of all the projects and submit them to the Foundation and the TANA Secretary. In the absence of the Foundation Chair, the Foundation Secretary shall assume the role of the Foundation Chair.
- d) **Foundation Treasurer:** The Foundation Treasurer shall ensure that all monies donated to the Foundation are deposited into separate funds established for that purpose or for the purposes of the specific donor. Unless otherwise directed by the Board of Directors, the Foundation Treasurer shall maintain and manage the accounts under his/her control, and shall prepare and submit to the TANA Treasurer and to the Board of Directors quarterly accountings of all activity in all of said funds within thirty (30) days of the end of the quarter. The Board of Directors, with cause, can extend the deadline by a maximum of another 45 days. If the Foundation Treasurer fails to submit the quarterly financial reports within the prescribed time, the Chairman of the Board of Directors shall call for a meeting of the BOD to remove the Foundation Treasurer from that office and fill the resultant vacancy following the procedure in Article VIII, Section 8.b.
- e) **Foundation Joint Treasurer.** The Foundation Joint Treasurer (“Foundation Jt Treasurer”) shall assist the Treasurer as needed and as directed by the Foundation. If the Treasurer is temporarily unable by reason of disability or other absence to fulfill his or her duties as Treasurer, the Joint Treasurer shall carry out the duties of Treasurer until the Treasurer is able to resume the Treasurer’s duties.
- f) **Term of Office.** The officers elected under Section 2(a) above shall serve a term of two (2) years. No officer may serve in the same position for two (2) consecutive terms.
- g) **Obligation to Forward Communications.** Each member of the Foundation shall ensure that a copy of any written or electronic communication which pertains to TANA received by such member is forwarded to the Foundation Chair and Foundation Secretary immediately upon receipt.

Section 3. Meetings:

a) *Regular Meetings:*

- i) **Frequency.** Regular meetings of the Foundation shall be held at least four (4) times a year, and in any year in which a TANA National Conference is held, one of the meetings shall be held at the time of the TANA National Conference.
- ii) **Where Held.** Foundation meetings may be held anywhere in North America.

- iii) Teleconference. Foundation meetings may be conducted in person or by teleconference provided that all of the participants can hear each other at the same time.
- iv) Call and Notice. Regular meetings shall be called by the Foundation Chair. For all in-person meetings, the Foundation Secretary shall send notice to all members of the Foundation no later than twenty-one (21) days prior to the date of the meeting. For regular meetings by teleconference, the BOD Secretary shall send notice to all members of the Board of Directors no later than seven (7) days before the date of the meeting. The Foundation Secretary shall notify all of the members of the Foundation of such meeting by a) delivery in person, or b) first class mail, postage prepaid to the member's regular mail address on file with the TANA Secretary, or c) electronic mail addressed to such member at the electronic mail address on file with the Secretary for such member. It shall be the duty of each member to keep a current regular and electronic mail address on file with the TANA Secretary. Notice of the meeting shall be deemed given upon such personal delivery, mailing, or sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.
- v) Agenda. The Foundation Secretary, in consultation with the Foundation Chair where practicable, shall prepare the agenda. New business may be added to the agenda at any regular meeting in accordance with Roberts Rules of Order.
- vi) Minutes. The Foundation Secretary shall send the minutes of the meeting to all Foundation Trustees and the TANA Secretary within two weeks of the conclusion of the meeting. The Foundation Secretary shall post the minutes of the meetings of the Foundation, except those which are conducted in executive session, on the TANA web site.

b) ***Special Meetings:***

- i) Call and Notice. The Foundation Chair may call or, upon the written request of at least 50% of the Foundation Trustees, the Foundation Secretary shall call a special meeting. The Foundation Chair or the Foundation Trustees requesting such special meeting shall specify, in writing, along with the call or request for such meeting, the purpose for which such special meeting is to be called. Such special meeting shall be held no later than four (4) days after either (a) the date upon which the Foundation Chair calls for such special meeting or (b) the date by which the Foundation Secretary has received all of the required written requests from at least 50% of the Foundation Trustees requesting such special meeting. The Foundation Secretary shall notify all of the members of the Foundation of such special meeting not less than twenty-four (24) hours before the date and time set for the special meeting by a) delivery in person, or b) electronic mail addressed to such member at the electronic mail address on file with the TANA Secretary for such member. It shall be the duty of the member to keep a current email address on file with the TANA Secretary. Notice of the special meeting will be deemed to have been given upon personal delivery or upon the sending the electronic mail transmission. Participation in or attendance at any meeting shall be deemed to be a waiver of notice of the meeting.

- ii) Where Held. The Foundation may hold a special meeting anywhere in North America.
 - iii) Teleconference. The Foundation may hold a special meeting in person or by teleconference provided that all of the participants can hear each other at the same time.
 - iv) Agenda. The Foundation Secretary shall prepare the agenda. The business items on the agenda shall consist of the purposes identified by the Foundation Chair in the call for the special meeting or by the Foundation Trustees in their call for such special meeting. No new business may be added to the agenda of a special meeting without the affirmative vote of at least two-thirds (2/3) of the members of the Foundation present and voting at the special meeting.
 - v) Minutes. The Foundation Secretary shall send the minutes of the special meeting to all Foundation Trustees within two (2) days of the conclusion of the meeting. The Foundation Secretary shall post the minutes of the meetings of the Board of Directors, except those which are conducted in executive session, on the TANA web site.
- c) **Quorum**: A majority of the Foundation shall constitute a quorum.
- d) **Electronic Mail**: For the purposes of this Article, wherever any notice, request or other communication is required to be “in writing” or “written”, the use of electronic mail shall be deemed to satisfy such requirement.

Section 4. Objectives:

- a) To promote developmental projects in areas of the Telugu speaking people and improve educational, cultural, literary, health, and quality of life of people of Telugu origin including those residing outside of North America.
- b) To motivate people to participate in the above projects.
- c) To help needy Telugu people in case of an emergency and assist newly-arrived Telugu people to settle in North America.
- d) To help Telugu people in case of natural calamities.

Section 5. Operation of the Foundation:

- a) **Categories**: Projects undertaken by or with the consent of the Foundation could be any of the following categories.
 - i) Specific Projects: A specific project is undertaken with a specific proposal by an individual or group of people. A percentage of the money received for any specific project, at the discretion and as determined by the Foundation may be allotted to the general fund of the Foundation.

- ii) General Projects: General Projects: Any project initiated or approved by the Executive Committee or otherwise initiated by the Foundation for a purpose other than specified in sub-paragraph 5(a)(iii) of this Article is considered to be a General Project.
- iii) Developmental Projects: Any project undertaken by the Foundation for the social or economic well-being of the Telugu people and permissible under the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law is considered to be a Developmental Project.

b) **Project Guidelines:**

- i) Form of Proposal. The proponent of any project shall submit a proposal in such form as may be determined by the Foundation from time to time.
- ii) Disclosure of Actual or Potential Conflicts of Interest. Any individual proposing a project shall disclose in such proposal any actual or potential conflict of interest or personal benefit that the proponent may receive if TANA chooses to pursue such project.
- iii) Mandatory Compliance with Section 501(c)(3). All projects shall fulfill the requirements of the Internal Revenue Service for not-for-profit organizations or publicly supported foundations. If not disbursed directly through TANA, all funds shall be disbursed only through organizations which comply with the provisions of Section 501(c)(3) of Internal Revenue Code, as amended, or any similar enactment.
- iv) Assignment of Project Coordinator. Each project may be assigned to a Foundation Trustee or a TANA Life Member who shall act as the project Coordinator. The Project Coordinator will be appointed by the Foundation Chair, with the advice and consent of the Foundation. The Project Coordinator shall monitor the status of such project and submit quarterly progress reports to the Foundation Secretary on all projects for which such Member is acting as project coordinator.
- v) Emergency Assistance. The Foundation may provide emergency assistance from its general fund to any individual or family of Telugu origin.

Article XI MEETINGS

Section 1: Generally.

- a) **Robert's Rules of Order**. Robert's Rules of Order Newly revised, 10th edition, shall govern all meetings except where they are inconsistent with the Articles of Incorporation or Bylaws of TANA.
- b) **Proxies**. No proxies or substitutes are allowed at TANA meetings

- c) **Location.** Meetings may be held anywhere in the United States or Canada or by teleconference provided that all participants are able hear each other.
- d) **Failure to Attend Meetings.** It is the responsibility of all Directors, Executive Committee members and Foundation Trustees to attend all the duly called for meetings of the body which they are a member of. Any Director, Executive Committee Member, Foundation Trustee failing to attend a meeting shall provide the Board of Directors with an explanation for the absence which is satisfactory to the Board. If any Director, Executive Committee Member, Foundation Trustee, officer, officeholder, or agent fails to attend three consecutive meetings of which due notice has been given, without an explanation satisfactory to the Board of Directors, such failure shall automatically lead to the removal from office by the Board of Directors of such Director, Executive Committee Member, Foundation Trustee, officer, officeholder, or agent, and further disqualify such Director, Executive Committee Member, Foundation Trustee, officer, officeholder, or agent from contesting, or being nominated or appointed to any office of TANA during the next four years. For the purposes of this sub-paragraph (d), multiple meetings scheduled for the same date shall count as only a single failure to attend. The Board of Directors shall determine, in its sole discretion, whether any excuse for failure to attend is reasonable within the meaning of this sub-paragraph.

Article XII TANA FUNDS

Section 1. General Operations Fund. The TANA Treasurer shall maintain a General Operations Fund.

- a) **Sources of Funds.** The following shall be paid over to and deposited to the General Operations Fund:
 - i) Ten percent (10%) of all TANA Conference registration fees, plus
 - ii) Twenty percent (20%) of the net profits of the TANA Conference, plus
 - iii) Any donations not otherwise designated for a specific fund or purpose, plus
 - iv) All advertising and sponsor revenues, plus
 - v) All of the income generated by the Century Fund and the Life Membership Fund established in accordance with Sections 2 and 4 of this Article.
- b) **Use of Funds.** Unless the Board of Directors otherwise directs, the General Operations Fund may be expended for administrative purposes to cover all of the day-to-day operating expenses of the corporation under the direction and control of the TANA Executive Committee.

Section 2. TANA Life Membership Fund.

- a) ***Establishment of Fund.*** There shall be a Life Membership Fund to foster and promote permanent membership and a sense of belonging in TANA, and to create a perpetual fund for administration of the corporation.
- b) ***Source of Funds.*** All dues received from applicants applying to become Life Members and TANA donor members shall be deposited into the TANA Life Membership Fund. Any other donations received which are designated specifically for the Life Membership Fund shall also be added to the principal of the Life Membership Fund. The Life Membership Fund shall be maintained as a perpetual fund.
- c) ***Disposition of Income from Fund.*** All of the income generated from the principal amount of the Life Membership Fund shall be deposited into the General Fund pursuant to Section 1(a)(vi) of this Article.
- d) ***Preservation of Principal.*** The principal of the Life Membership Fund may not be invaded except upon the affirmative vote of two-thirds of the Board of Directors at a Special Meeting called for that purpose with a quorum present and voting.

Section 3. Building Fund.

- a) ***Establishment of Fund.*** There shall be a Building Fund.
- b) ***Source of Funds.*** All donations specifically marked for the Building Fund shall be paid over to and deposited in the Building Fund.
- c) ***Use of Funds.*** Unless otherwise directed by the Board of Directors, the income and principal from the Building Fund shall be used to build, maintain or pay for any TANA buildings or any space leased by TANA.

Section 4. Century Fund.

- a) ***Establishment of Fund.*** There shall be a Century Fund.
- b) ***Source of Funds.*** The following shall be paid over to and deposited in the Century Fund:
 - i) All donations specifically marked or designated for deposit into the Century Fund, plus
 - ii) A portion of the net profits of the TANA National Conference as described in Article XIII, Section 2.c.
- c) ***Disposition of Income from Fund.*** All of the income generated from the principal amount of the Century Fund shall be deposited into the General Fund pursuant to Section 1(a)(vi) of this Article.
- d) ***Use of Funds.*** The Board of Directors may authorize the use of the principal of the Century Fund as necessary to cover overruns if such overruns cannot be covered in their entirety by the General Operations Fund.

Section 5. TANA Foundation Funds.

The funds managed by the TANA Foundation shall be maintained in separate accounts. The Foundation shall, under the guidance and direction of the General Counsel of TANA designated by the Board of Directors from time to time, take all lawful steps necessary or desirable to ensure that any such funds are devoted solely to the charitable purposes of TANA and protected to the maximum extent practicable under the law from attachment or seizure upon execution for the general debts and obligations of TANA. The Foundation Treasurer shall provide up-to-date financial statements for all accounts managed by the Foundation quarterly to the EC Treasurer and the Board of Directors. The Foundation Chairperson shall provide a copy of any and all documents pertaining to the establishment and maintenance of each such account to the Secretary of TANA.

Article XIII TANA CONFERENCES

Section 1. TANA National Conference:

- a) ***Conference Name.*** The name of the national conference shall be “The_____ TANA Conference”, the blank to be filled by the appropriate ordinal number representing the numerical sequence of the conference in the history of TANA.
- b) ***Conference Frequency.*** Unless the Board of Directors otherwise directs, the TANA Conference shall be held in July of each odd-numbered year.
- c) ***Conference Site.*** The President, with the advice and consent of the Executive Committee, shall appoint a Site Selection Committee within two (2) months after being installed within the meaning of Section 1(a) of Article XIV. The Site Selection Committee shall be charged with the responsibility of selecting an appropriate site for the TANA Conference to be held in the fourth year following their appointment. The Site Selection Committee shall present its choices to the Executive Committee within six (6) months, who shall, after approving the site, present it to the Board of Directors within fifteen (15) days. The Board of Directors shall finalize the site selection within six months after being installed within the meaning of Section 1(a) of Article XIV. The selected site shall be published in TANA Patrika and/or the TANA web site. The Site Selection Committee may also be tasked to select a site for the immediately next Conference if a site has not already been selected for that Conference.
- d) ***Conference Coordinator.*** The President of TANA, with the consent of the Executive Committee, shall nominate and appoint a Conference Coordinator. In the event that the President fails to nominate or does not have the consent of the Executive Committee, the Chairperson of the Board of Directors shall nominate and appoint a Conference Coordinator with the majority vote of the Board of Directors. The Conference Coordinator shall be in charge of planning and organizing the Conference, under the direction and supervision of the President or the Chairperson of the Board of Directors. If the President is not satisfied with the organization of the Conference, the President may remove the Conference Coordinator with the consent of the Executive Committee. Unless otherwise directed by the Executive

Committee or the Board of Directors, the Conference Coordinator shall have no authority to enter into any contract or agreement on behalf of TANA which is not in writing. Unless otherwise directed by the Executive Committee or the Board of Directors, no contract which exceeds \$5,000 in value signed by the Conference Coordinator shall be binding upon TANA unless such contract is also signed by the TANA President or the Chairperson of the Board of Directors. Unless otherwise directed by the Executive Committee or the Board of Directors, the Conference Coordinator shall have no authority to sign or enter into any contract or agreement for less than \$5,000 with any vendor or supplier if there are other contracts or agreements to be entered into or reasonably anticipated to be entered into with the same vendor or supplier or any affiliate, parent or subsidiary of such vendor or supplier, which, in the aggregate, exceed \$5,000. The Conference Coordinator shall provide a copy of this Section 1(d) to each proposed vendor or supplier of goods or services to the Conference. The Conference Coordinator shall specifically notify the Executive Committee forthwith of any liquidated damages or penalty clauses contained in any contract or proposed contract. The Conference Coordinator shall promptly provide the Executive Committee for its review and approval a full and complete copy of any proposed contract or contracts with a value in excess of \$5,000 either alone or in the aggregate together with all schedules, exhibits and addenda.

Section 2. TANA Conference Funds.

a) *Conference Accounts.*

- i) FDIC Insured Accounts. All of the funds received on account of the Conference shall be deposited into accounts with banking or other depository institutions in which the deposits are insured by the Federal Deposit Insurance Corporation. The Conference Coordinator and/or Conference Treasurer shall ensure that the TANA President and TANA Treasurer are authorized signatories on each such account and that no more than two signatures are required to conduct business with the bank or depository institution. The Conference Treasurer shall provide the TANA Treasurer with copies of any and all statements issued by the institution with respect to said accounts within seven (7) days of receipt of same.
- ii) Two Signatures Required. No disbursements may be made from the Conference accounts for any purpose without the signature of any two (2) of the Conference Coordinator, Conference Treasurer, TANA Treasurer or TANA President.

b) *Contribution to TANA General Operating Account.*

- i) Payment to TANA Treasurer. The Conference Coordinator shall pay or cause to be paid over to the TANA Treasurer for deposit into the General Operations Fund:
 - 1. an amount equal to *ten percent (10%) of the registration fees received for the Conference,* plus
 - 2. twenty percent (20%) of the net profit derived from the Conference.
- c) ***Contribution to TANA Century Fund.*** The Conference Coordinator shall pay or cause to be paid over to the BOD Treasurer for deposit into the Century Fund an amount equal to the balance remaining from the net profits derived from the Conference after the payments in Section 2(b)(i) above of this Article.
- d) **Conference Books and Records.** The Conference Coordinator shall provide the Executive Committee

with copies of all of the books and records of the Conference and, upon the request of the Executive Committee shall forthwith provide the original documentation to support any entries in the books and records. If the Conference Coordinator, in response to an Executive Committee request, fails without reasonable excuse to provide the requested documentation forthwith for any expense entries in the books and records of the Conference, the Conference Coordinator shall be personally liable for such undocumented expense to the creditor and to TANA.

- e) **Accounting.** No later than ninety (90) days after the close of the Conference, the Conference Treasurer shall submit to the TANA Treasurer a full and complete accounting of the Conferences and all expenses and disbursements in connection therewith. The Executive Committee may, for good cause shown, extend the time for submitting such accounting by an additional thirty (30) days. The Board of Directors may, for good cause shown, extend the time for submitting such accounting for such additional time as the Board in its best judgment believes is necessary.
- f) **Audited Accounting.** If the Board of Directors, in its best judgment, deems it necessary or appropriate, it may require the Conference Coordinator or Conference Treasurer to provide TANA with an audited accounting of the Conference which audit shall be conducted by an auditor selected by the Executive Committee. If the audited accounting reveals any willful malfeasance on the part of the Conference Coordinator or any other person or persons on the Conference committee, the person responsible shall be personally liable to TANA for any losses suffered by TANA, directly or indirectly, as a result of such willful malfeasance.

Section 3. TANA Regional Events.

- a) **Organization of Event.** The Regional Coordinator, with the consent of the Executive Committee, may organize a Regional Event. If such Regional Event is approved by the Executive Committee, the President shall nominate and appoint with the consent of the Executive Committee, a Regional Event Convener, who may be the Regional Coordinator, to be in charge of planning and organizing the Regional Event, under the direction and supervision of the President. If the President is not satisfied with the organization of the Regional event, the President may remove the Regional Event Convener with the consent of the Executive Committee. Unless otherwise directed by the Executive Committee or the Board of Directors, the Regional Event Convener shall have no authority to enter into any contract or agreement on behalf of TANA which is not in writing. Unless otherwise directed by the Executive Committee or the Board of Directors, no contract which exceeds \$1,000 in value signed by the Regional Event Convener shall be binding upon TANA unless such contract is also signed by the TANA President. Unless otherwise directed by the Executive Committee or the Board of Directors, the Regional Event Convener shall have no authority to sign or enter into any contract or agreement for less than \$1,000 with any vendor or supplier if there are other contracts or agreements to be entered into or reasonably anticipated to be entered into with the same vendor or supplier or any affiliate, parent or subsidiary of such vendor or supplier, which, in the aggregate, exceed \$1,000. The Regional Event Convener shall provide a copy of this Section 3(a) to each proposed vendor or supplier of goods or services to the Regional Event. The Regional Event Convener shall specifically notify the Executive

Committee forthwith of any liquidated damages or penalty clauses contained in any contract or proposed contract. The Regional Event Convener shall promptly provide the Executive Committee for its review and approval a full and complete copy of any proposed contract or contracts with a value in excess of \$1,000 either alone or in the aggregate together with all schedules, exhibits and addenda.

- b) **TANA Regional Event Frequency.** Unless otherwise authorized by the Executive Committee,
 - i. One TANA Regional Event may be held in each of the TANA Regions.
 - ii. The Regional Event date shall not conflict with any other TANA Conference and shall not be held within the period 6 months prior to or 3 months after the TANA National Conference.
- c) **Regional Event Site.** The site for the conference shall be selected by the Regional Coordinator with the advice and consent of the Executive Committee. No regional conference may be held at any location outside the region.
- d) **Conflicts.** If any conflict arises concerning the location or timing of any regional conference, such conflict shall be resolved by the Executive Committee, whose decision shall be final.

Article XIV TANA NOMINATIONS AND ELECTIONS

Section 1. Definitions. For the purposes of this Article XIV:

- a) “Installed” shall mean formally taking office;
- b) “Installation Date” shall mean the date upon which the most recently installed Board of Directors of TANA, Executive Committee and Foundation were installed;
- c) “Conference Year” shall mean the full odd-numbered calendar year next following the Installation Date;
- d) “Even-Numbered Year” shall mean the even-numbered calendar year between the Installation Date and the Conference Year; and
- e) “Member in good standing” shall mean a member whose application has been received by the TANA Treasurer no later than January 31 of the Conference Year at least two years before the elections and whose application has been verified by the Membership Verification Committee.

Section 2. Nominations and Elections Timetable.

- a) **Appointment of Committee.** The Chairperson of the BOD shall nominate from Life members and appoint with the consent of the Board of Directors, a Nominations and Elections (N/E) Committee consisting of a Chairperson and up to four members no later than July 1 of the Even- Numbered Year.
- b) **Persons Ineligible for Appointment to N/E Committee.** The following persons shall be ineligible to serve on the N/E Committee:

- i) Any then current officer or director of TANA,
 - ii) Any person then standing for election to any office in TANA, or
 - iii) Any person nominating a candidate for election to any office in TANA.
- c) ***Resignation of Committee Members Required.*** Any member of the N/E Committee who wishes to either stand for election to any office in TANA or nominate or second a candidate for election to any office in TANA shall first resign from the N/E Committee.
- d) ***Deadline for Completion of N/E Process.*** Under no circumstances shall any portion of the nominations and elections process or any appeals there from extend beyond April 30 of the Conference Year, except with affirmative approval by at least two-thirds (2/3) of the total members of the Board of Directors (including those not in attendance).
- e) ***N/E Committee to Conduct Elections.*** Upon appointment, the N/E Committee shall then conduct the elections as prescribed in these Bylaws.

Section 3. Confidentiality. The N/E Committee shall maintain confidentiality before during and after the elections. The Committee members shall not be eligible to contest in the elections.

Section 4. Duties and Responsibilities. The duties of the N/E committee shall be:

- a) To announce the schedule of the election process;
- b) To solicit nominations for the Board of Directors, Executive Committee and Foundation;
- c) To verify the eligibility of the nominees, nominators, and persons seconding, and to compile the nominations and prepare the ballots; and
- d) To certify the election results, submit the same, in writing, to the TANA President and the Board of Directors and to TANA Secretary for official record and post the results on the TANA web site.

Section 5. Resolution of Disputes. Any dispute regarding the nomination and election process shall be referred to, and decided by, the Board of Directors, whose decision shall be final. The Board of Directors shall have the power to make any adjustments to the composition of the N/E Committee or the process being followed by the N/E Committee, or both, which, in its sole discretion, it deems necessary to resolve such dispute provided, however, that all proceedings of the Board of Directors must be completed by the deadline set forth in Section 2(d) of this Article.

Section 6. Vacancies. If any vacancy in the N/E Committee arises, the Chairperson of the BOD shall nominate and appoint with the consent of the BOD, a successor to fill the vacancy.

Section 7. Elections To Be Held By Mail.

- a) Elections shall be held by mail.

- b) All official election related communications among the candidates, N/E Committee and Board of Directors shall be in writing (letters or e-mails) as prescribed by the bylaws and election guidelines. Oral communications between the candidates and N/E Committee are discouraged and are not considered part of official communication.

Section 8. Eligibility to Participate in Elections.

- a) Only Life Members (including TANA Donor Members and Foundation Donor Members) in good standing (defined in Section 1.e. above) shall be eligible to nominate or second any nomination, or to vote in TANA elections.
- b) Life members in good standing (defined in Section 1.e. above), two (2) years after becoming Life members, shall be eligible to be nominated (subject to Section 8.e., 8.f., 8.g., and 8.h. below) for any position in Executive Committee or as Non-Donor Trustees of the TANA Foundation. Life members in good standing (defined in Section 1.e. above), six (6) years after becoming Life members, shall be eligible to be nominated (subject to Section 8.e. below) for the position of Non-donor member of the TANA Board of Directors.
- c) Foundation Donor Members, two years after making the qualifying donation, shall become eligible to be nominated (subject to Section 8.e., 8.f., 8.g., and 8.h. below) for any position in the Executive Committee or as Donor or non-Donor Trustee of the TANA Foundation. Foundation Donor Members, six (6) years after becoming a Life Member, shall be eligible to be nominated (subject to Section 8.e. below) for the position of a Non-donor member of the TANA Board of Directors.
- d) Donor Members of TANA, two years after making the qualifying donation, shall become eligible to be nominated (subject to Section 8.e., 8.f., 8.g., and 8.h. below) for any position in the Executive Committee. Donor Members of TANA, six (6) years after being a Life Member shall be eligible to be nominated (subject to Section 8.e. below) for the position of a Donor or Non-donor member of the TANA Board of Directors.
- e) To be eligible to be nominated for the positions of President, Executive Vice-President, Secretary and Treasurer of Executive Committee, and for Donor and Non-donor members of the Board of Directors, there is a requirement of history of demonstrable service to TANA by:
 - i) serving as a current or past member of TANA Executive Committee, Foundation, Board of Directors, and/or Board of Trustees,
 - ii) serving as a current or past Regional Coordinator Regional Representative or Regional Vice-president for TANA,
 - iii) serving as a current or past Coordinator, Deputy Coordinator, Treasurer, or Secretary of TANA Conferences, TANA Youth Conferences or TANA Regional Conferences,

- iv) serving as a current or past Internal Auditor, Compliance Officer, Editor-in-chief of TANA Patrika, TANA Webmaster, Chairperson or Member of a standing committee specifically mentioned in the Bylaws.
- f) To be eligible to be nominated for the positions of President and Executive Vice-President, the period of cumulative demonstrable service to TANA shall be six (6) years, of which three (3) years shall be as a member of TANA Board of Directors, Executive Committee or Foundation.
- g) To be eligible to be nominated for the position of Secretary or Treasurer of Executive Committee, the period of demonstrable service to TANA shall be three (3) years, of which one (1) shall be as a member of TANA Board of Directors, Executive Committee or Foundation.
- h) To be eligible to be nominated for the positions of Secretary, Treasurer or Joint Treasurer in the TANA Foundation, the period of demonstrable service to TANA shall be two (2) years as a member of TANA Board of Directors, Executive Committee or Foundation.
- i) Any sitting member of the EC, BOD or Foundation, who files a nomination as a candidate or nominates or seconds a candidate for any office of TANA in the election will not be eligible to vote on any election related matters including but not limited to guidelines, amendments and appeals.
- j) No sitting member of the Board of Directors, Executive Committee or the Foundation may be nominated for other TANA office unless a) the member's term as a Trustee, Director or member of the Executive Committee or Foundation is set to expire on the next Installation Date, or b) such Trustee, Director or member of the Executive Committee or Foundation resigns prior to accepting nomination for such other office.
- k) Any person nominated for office who accepts such nomination shall be deemed, by virtue of such acceptance, to have agreed to strictly comply with the Articles of Incorporation and Bylaws of TANA and abide by the decisions of the Executive Committee, and the Board of Directors.

Section 9. Preparation of Eligible Voter List. The TANA Executive Vice President shall provide a list of the eligible voters to the Chairperson of the N/E Committee no later than October 31 of the Even Numbered Year.

Section 10. Publication of Schedule. The N/E Committee shall publish a schedule in the TANA Patrika and/or on the TANA web site no later than January 31 of the Conference Year for each of the following:

- a) Announcement inviting nominations.
- b) The applicable nomination fee, set by Executive Committee, for each office,
- c) Last date for receipt of nominations.
- d) Approval of nominations and notification to candidates.
- e) Last date for withdrawal of nominations.

- f) Mailing of ballots to eligible voters.
- g) Last date by which ballots must be received to be counted.
- h) Completion of counting of ballots and publication of election results.

Section 11. Nomination Process.

- a) **Eligibility.** Only Life Members (including TANA Donor Members and Foundation Donor Members) in good standing may nominate or second a candidate for office. Same person cannot nominate or second more than one candidate for the same office.
- b) **Second Required.** Each nomination shall be seconded by two other Life Members (including TANA Donor and TANA Foundation Donor Members) in good standing. Same person cannot nominate or second more than one candidate for the same office.
- c) **Nomination Fee Required.** Notwithstanding the provision of Sections 11(a) and 11(b) above, no nomination or second of nomination of a candidate for office shall be valid unless the required nomination fee has been paid. If the nomination is rejected for any reason, the nomination fee shall be promptly refunded to the person paying such fee.
- d) **One Office Only.** A candidate shall not be eligible to run for more than one office in any election.
- e) **Form of Nominations.** Nominations shall be in writing and filed in the format prescribed by the N/E Committee which format shall include, at a minimum, the full name, address, telephone number, current email address for each nominee and for each person nominating or seconding such nomination. For the positions covered under Section 8.e., the form shall also make provisions for the information relating to the nominee's service to TANA. The nomination form shall also contain a sworn statement
 - i) By the nominee that the nominee has not been convicted of any criminal offense involving moral turpitude anywhere in the world,
 - ii) By the nominee that the nominee will strictly comply with the Articles of Incorporation and Bylaws of TANA and by the decisions of the Executive Committee, and Board of Directors,
 - iii) By the nominee that the nominee will strictly comply with the Election Guidelines and the Code of Conduct during the election period, and
 - iv) By the nominee and by each person nominating or seconding such nomination that the information provided on the nomination form is true.
- f) **Materially False or Incomplete Nomination Form.** The N/E Committee shall void any nomination form which is incomplete or contains materially false information or which is not accompanied by the nomination fee set by the Executive Committee for the office.

- g) **Return Receipt Required.** The Nomination form, along with nomination fee, shall be sent to reach the N/E Committee on or before the last date for receipt of nominations by any form of mail requiring a signed return receipt.
- h) **Late Nominations Rejected.** The N/E Committee shall not accept nominations received after the last date for receipt of nominations.
- i) **Verification of Nominations.** The N/E Committee shall verify the nominations and notify the nominees of its decision to accept or reject the nominations with reasons for its actions in writing, which may be done by electronic mail.
- j) **Preparation and Transmission of Final List of Candidates.** The N/E Committee shall accept withdrawals, compile a final list of nominations, and notify the nominees, the Executive Committee and the Board of Directors by electronic mail.
- k) **Withdrawal of Candidate.** A candidate can withdraw from contesting for the position which the candidate was nominated for by informing the withdrawal to the Chairperson or the designee of the N/E Committee in writing, through electronic mail, or fax. If any candidate nominated for TANA office withdraws from contesting the position for which the candidate was nominated after the date set by the Nominations and Elections Committee for the close of nominations then:
 - i) If there remains more than one candidate for the office, the election shall proceed,
 - ii) if there remains only one other candidate for that office, that remaining candidate shall be deemed elected, otherwise,
 - iii) if there is no other candidate for that office, the incoming Board of Directors shall fill the vacancy in accordance with the provisions of Article VIII, Section 6 as if the withdrawing candidate had been elected and installed and then resigned.

Section 12. Ballot Process.

- a) The N/E Committee, with the consent of the Board of Directors, shall conduct the process of mailing, receiving, and counting of the ballots. The N/E Committee may contract with one or more external vendors for this purpose. The N/E Committee shall verify that all external vendors are in compliance with the conflict of interest policy of TANA. The external vendors operate under the guidance and supervision of the N/E Committee. N/E Committee is responsible for all actions of the external vendors. N/E Committee can remove the vendors for not following the rules and guidelines or on suspicion of impropriety in their responsibilities. There shall be no interactions or communications between the candidates or their representatives and the external vendors.
- b) **Preparation of Ballots.** The N/E Committee shall prepare ballots listing the names of the contestants in alphabetical order by last name.

- c) ***Mailing of Ballots.*** The N/E Committee, shall mail, using first class mail or electronic means, such ballots, along with detailed information and instructions about ballot procedure. If paper ballots are to be used, the mailing should include a self-addressed return envelope with a first class mail stamp, or a business reply mail envelope.
- d) ***Counting of Ballots.*** Within one (1) week of the date set pursuant to Section 10(g) of this Article, the N/E Committee shall commence counting the ballots. Within two (2) days of the commencement of the count, the N/E Committee shall complete the counting and tabulation of the ballots. The N/E Committee shall certify the results of the election and communicate them to the Board of Directors and publish the election results on the TANA web site. If paper ballots are used, each candidate shall have the right to designate up to two representatives (including the candidate) to be present at the counting of ballots.
- e) ***Challenges.*** A candidate losing an election may, for sufficient cause, after paying the fee established by BOD for such purpose, challenge the result of the specific election that the candidate contested within forty-eight hours of the publication of the election results on the TANA web site by submitting the challenge and the proof of payment of the fee via electronic mail to the Chairperson of the Board of Directors with a copy to the Chairperson of the N/E Committee. The Chairperson of the Board of Directors will call for a meeting of the Board of Directors within three (3) days to review the merits of the challenge and decide further course of action. The decision of the Board of Directors is final and conclusive.
- f) ***Absence of Challenge.*** If no challenge is received within the prescribed time frame, the ballots shall be destroyed. If a challenge is received within the prescribed time frame, the ballots shall be preserved for as long as necessary to resolve the challenge, but, in no event, longer than thirty days after the publication of the election results on the TANA web site.

Section 13. Duty to Timely Complete Election Process. The N/E Committee shall be responsible for completing the election process within the time frame prescribed in Section 2(d) of this Article.

Section 14. Duty to adhere to Election Guidelines and Code of Conduct.

- a) The N/E Committee shall provide the Board of Directors with Election Guidelines and Code of Conduct at least two weeks before the beginning of nomination process. The Board of Directors shall approve the Election Guidelines and Code of Conduct at least one week before the beginning of nomination process.
- b) The Code of Conduct shall be in place from the time of the announcement inviting the nominations to the time of acceptance of the elections results transmitted by the N/E Committee to the Board of Directors.
- c) N/E Committee can recommend emergency amendments to the Election Guidelines and/or Code of Conduct based on new discoveries during the Election process and shall communicate them to all the candidates and the Board of Directors. The Chairperson of Board of Directors will call for a meeting to

take place within three (3) days of such notification and can accept all or part of the recommendations of the N/E Committee with at least two thirds of the eligible members present voting affirmatively. The amendments become effective immediately after the affirmative vote by the Board of Directors. The decision of the Board of Directors is final and conclusive.

- d) If the N/E Committee has a cause to believe that a candidate violated the Code of Conduct, the Committee shall give the candidate an opportunity to respond to the allegations within twenty four (24) hours of notification by the N/E Committee. The N/E Committee can recommend to the Board of Directors that a candidate be declared ineligible for violation of the Code of Conduct and notify the candidate of its recommendation. The candidate can present to the Board of Directors his/her response within twenty four (24) hours of notification by the N/E Committee. The Chairperson of the Board of Directors will call for a meeting to take place within three (3) days of such notification and can accept the recommendation of the N/E Committee with at least two thirds of the eligible members present voting affirmatively. The decision of the Board of Directors is final and conclusive.
- e) If a candidate is declared ineligible by the Board of Directors, any votes cast in favor of that candidate shall be considered null and void.

Section 15. Campaigning in Elections.

- f) The addresses, e-mails and phone numbers of TANA members will not be provided to the candidates or their agents.
- g) Information about candidates, provided in a prescribed format within the guidelines and the deadline determined by the web master, would be posted on the TANA Web site, and disseminated through the e-mails to members.
- h) Information about the candidate, provided in a prescribed format within guidelines and deadlines determined by the N/E Committee, shall be mailed along with the ballots.

Section 16. Definitions. For the purposes of these Bylaws:

- a) "Incoming Officeholder" shall mean any person who has been elected to be either an officer or director of TANA but who has not yet been installed into such office.
- b) "Outgoing Officeholder" shall mean the then current holder of such office.
- c) "Installation" shall mean the process whereby the Incoming Officeholder assumes the office to which such Incoming Officeholder was elected.
- d) "Transition Period" shall mean the period of time between the date upon which the officers and directors of TANA are elected and the date upon which such officer or director is installed into office.

Section 17. Duties of Incoming and Outgoing Officeholders During Transition.

- a) **Incoming Officeholders.** Immediately following election to office each Incoming Officeholder shall take all steps necessary to become familiar with all of the terms and provisions of these Bylaws, including but not limited to the following. The incoming officeholders will take all steps necessary to become familiar with Internal Revenue Service Publication 557 "Tax Exempt Status for Your Organization" and TANA policies on conflict of interest. The incoming officeholders shall sign an affidavit attesting to their familiarity with the bylaws and conflict of interest policy of TANA.
- b) **Outgoing Officeholders.** Each Outgoing Officeholder shall:
 - i. provide whatever assistance is necessary to acquaint the Incoming Officeholder with all of the information necessary to enable the Incoming Officeholder to carry out and fulfill the duties and responsibilities of their office, and
 - ii. transfer all books and records of its accounts and transactions that the Outgoing Office Holder has access to along with any other documents or things necessary to carry out such office to the Incoming Officeholder not later than fifteen (15) days following the Installation of the Incoming Officeholder.

Section 18. Ongoing Duties of TANA Officeholders. Each TANA Officeholder, upon Installation, shall be deemed to have consented and agreed to accept the ongoing affirmative duty and responsibility to assist and fully cooperate with the Executive Committee and/or the Board of Directors in any matter pertaining to that Officeholder's tenure in office. Each current or former Officeholder has an ongoing, affirmative duty, in such cases, to make him or herself reasonably available to TANA for such period of time as may be reasonably required to resolve such matter or matters.

Article XV

COMMITTEES AND NOMINATED POSITIONS

Section 1. There shall be three (3) Standing Committees for managing the TANA publications, the TANA Patrika and the TANA web site, respectively. The composition of these three Standing Committees shall be determined by the President, with the consent of the Executive Committee.

Section 2. There shall be a TANA Emergency Assistance and Management Team (TEAM Square) for providing and coordinating assistance to the members of Telugu community in emergency situations. There shall be a standing Committee for coordination of the activities of the TEAM Square, comprised of a TEAM Square National Coordinator and up to four TEAM Square Regional Coordinators, nominated and appointed by the President with the consent of the Executive Committee. The TEAM Square National Coordinator shall provide reports of activities at regular meetings of the Executive Committee.

Section 3. City Coordinators: The President may nominate and appoint with the consent of the Executive Committee, TANA Life-members as City Coordinators in various metropolitan areas across North America, where there is no presence of TANA office bearers, to facilitate TANA activities and

further the objectives of TANA. The City Coordinators shall function under the guidance and supervision of their Regional Coordinator.

Section 4. Project Coordinators: The President may nominate and appoint with the consent of the Executive Committee, TANA Life-members, including office-holders, as Project Coordinators to each significant program of TANA.

Section 5. Advisory Board: The President may nominate and appoint with the consent of the Executive Committee, an Advisory Board to advise the Board of Directors, Executive Committee, and the Foundation with regards to the general operations of the corporation. Such Board shall include, but is not limited to, the Project Coordinators, and Committee Chairpersons. The President, with the advice and consent of the Executive Committee, may appoint one of the members of the Advisory Board to be the Chairperson of the Advisory Board.

Article XVI TANA REGIONS

Section 1. Regions. There shall be eighteen (18) TANA Regions as designated below:

- a) **New England:** Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine.
- b) **New York:** New York
- c) **New Jersey:** New Jersey
- d) **Mid-Atlantic:** West Virginia, Pennsylvania, and Delaware.
- e) **Capital:** District of Columbia, Maryland, and Virginia
- f) **Appalachian.** North Carolina, South Carolina, and Tennessee
- g) **Southeast.** Florida, Georgia, Alabama, Mississippi
- h) **North.** Michigan, Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland
- i) **Ohio Valley.** Ohio and Kentucky
- j) **Midwest.** Illinois and Indiana
- k) **South Central:** Missouri, Kansas, Arkansas, Louisiana and Oklahoma
- l) **DFW:** Dallas-Fort Worth Metroplex
- m) **South West:** Texas (excluding DFW) and Mexico.
- n) **North Central.** Minnesota, North Dakota, South Dakota, Iowa, Wisconsin, and Nebraska
- o) **Southern California.**
- p) **Northern California.**
- q) **Northwest.** Washington, Oregon, Idaho, Montana, Alaska, Hawaii, British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan, Yukon Territory
- r) **Rocky Mountains.** Arizona, Nevada, New Mexico, Utah, Colorado and Wyoming

Article XVII AFFILIATED ORGANIZATIONS

Section 1. Affiliated organizations: TANA Executive Committee may enter into mutually beneficial, non-exclusive affiliations with local Telugu organizations that are duly registered with the government authorities as not-for-profit organizations and subscribe to objectives of TANA. TANA may coordinate its programs with the affiliated organizations and help disseminate the news of the affiliated organizations through its web site, TANA Patrika and news releases. The affiliated organizations shall help conduct TANA programs in the local area and disseminate the news about TANA programs to their members in the local area.

Article XVIII INTERPRETATION AND AMENDMENT OF BYLAWS

Section 1. Interpretation.

- a) ***Request for Interpretation.*** Any member in good standing who desires to have the meaning or applicability of any provision of the Articles of Incorporation or of these Bylaws determined shall first submit a written request for such determination to the TANA President or TANA Secretary who shall refer the matter to the Bylaws Committee for a determination. The Bylaws Committee shall issue a written decision setting forth its interpretation within 21 days of receipt of the member's written request.
- b) ***Appeal to Board of Directors.*** Any person aggrieved by a decision of the Bylaws Committee issued under subparagraph (a) above shall have the right to appeal to the Board of Directors. In order to exercise the right to appeal granted by this Section 1(b), the aggrieved party shall submit a written request for such appeal within five (5) days of the issuance of the Bylaws Committee decision. The written request for appeal shall state, with specificity, the grounds for such appeal. Failure to strictly comply with the requirements of this Section 1(b) shall result in the dismissal of the appeal. In reviewing a decision of the Bylaws Committee, the Board of Directors shall affirm the decision of the Bylaws Committee unless the Board of Directors determines that the Bylaws Committee's decision was arbitrary, whimsical or capricious. The decision of the Board of Directors shall be final and conclusive.

Section 2. Amendments.

- a) ***Plenary Authority.*** Unless otherwise provided by the laws of the State of Maryland or the Articles of Incorporation of TANA, the Board of Directors shall have plenary authority to amend these Bylaws at any regular meeting or at any special meeting held for that purpose at which a quorum is present with affirmative approval by at least two thirds of the total members (including those not in attendance).
- b) ***Prior Distribution of Text of Proposed Amendment.*** Subject to the provisions of Section 2(c) of this Article, all proposed amendments to these Bylaws shall first be distributed by the Chairman, Board of Directors, to all of the Directors and members of the Executive Committee and Foundation for their review and comment no later than seven (7) days before any regular meeting or special meeting of the Board of Directors called for the purpose of considering such amendments. All proposed

amendments shall also be published on the TANA web site for at least 14 days requesting input and comment from the members prior to the approval of amendments by the Board of Directors. All proposed amendments must also be approved by a simple majority in the EC and the Foundation prior to the approval by the Board of Directors. The EC and Foundation have 14 days from the date of distribution to communicate to the BOD their approval, rejection or modifications to the proposed amendments. Absence of such communication shall be considered as approval of the proposed amendments.

- c) ***Emergency Amendments.*** If, in the judgment of the Board of Directors, the best interests of TANA require immediate adoption of any proposed amendment, the requirement of Section 2(b) above may be waived and a copy of the proposed text of the amendment shall be provided to each member of the Board of Directors not less than the notice requirement for the calling of a special meeting to consider the proposed amendment. The requirement of affirmative approval by at least two thirds of the total members (including those not in attendance) of the Board of Directors cannot be waived.
- d) ***Amendments to Term of Office or Term Limits.*** Notwithstanding the foregoing, no amendment which alters, removes, modifies, extends or shortens any limitation on the term of office of any officer or director shall apply to the term of office of any officer or director holding such office when such amendment is adopted. Nothing in this Section 2(d) shall be construed so as to limit or affect the plenary authority of the Board of Directors to remove any officer, agent or director of TANA under the laws of the State of Maryland or these Bylaws.
- e) ***Amendments to Eligibility:*** Any future amendments to the definition of Member in Good Standing or eligibility to vote or participate in elections (e.g. Section 1.e. and Section 8 of the Article XIV) shall become effective only after the installation of a new Executive Committee.

Section 3. Headings. The headings of the sections and sub-sections of these Bylaws have been inserted for convenience and shall not modify, define, limit or expand the express provisions of these Bylaws.

Article XIX

GRIEVANCE RESOLUTION AND ARBITRATION

Section 1. Grievance Resolution:

- a) Any applicant, member, director, officer, or officeholder may write to the Executive Committee for resolution of any grievances or disputes other than those relating to organizational elections. If the person filing for the resolution of the dispute is not satisfied by the action of the Executive Committee, then that person may write to the Board of Directors. The Board of Directors would then investigate the matter and issue a written decision.

- b) Any grievances or disputes relating to organizational elections are resolved in accordance with Article XIV, section 5.

Section 2. Arbitration: Every applicant to membership of TANA and every member, Director, officer or officeholder of TANA by becoming such, agrees to arbitrate disputes arising under or relating to this membership and agrees and obligates himself or herself to abide by and perform any final award made under arbitration. The arbitration shall be conducted by the American Arbitration Association under its commercial rules at its office closest to Baltimore, Maryland. It shall be the duty of the arbitrators to hear and determine all cases of disputed claims or controversies submitted to it by applicants to membership of TANA and to members of TANA. Only the arbitrators may decide upon their jurisdiction. The scope of the claims or controversies that are to be arbitrated by the arbitrators is limited only by what is permitted by law. No punitive or exemplary damages shall be allowed in the award. With respect to any dispute or controversy that is made subject to arbitration under the terms of this agreement, no suit at law or in equity based on such dispute or controversy shall be instituted by either party except to enforce the award of the arbitrator. TANA and the members, Directors and officers agree to arbitration of any disputes arising out of the membership even after termination of his or her membership or office. If any party prevails in arbitration then the arbitrator shall award reasonable attorneys' fees and costs to the prevailing party.