

Organic Crop Improvement Association International, Inc.

BYLAWS

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OCIA INTERNATIONAL

WORLD HEADQUARTERS

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OCIA INTERNATIONAL BYLAWS

Introduction: These bylaws govern the operations of OCIA International and its members.

Article 1: PURPOSES

- 1.1** To provide organic crop improvement through professional development of organic farmers and processors, including technical assistance, education information, publications, and research.
- 1.2** To establish and maintain a farmer-owned and farmer-controlled organization providing impartial third party certification as a prerequisite for certification licensing of organic food at all stages of production, processing and distribution.
- 1.3** To guarantee the neutrality and integrity of an OCIA certified organic certification mark.
- 1.4** To establish uniform standards and bylaws, which govern production, processing, manufacturing, and practices for trade, which define the identity and quality of organic foods.
- 1.5** To clarify and promote the image of organic products with the OCIA certified organic mark.
- 1.6** To develop such programs and projects and to provide such benefits to members as the membership desires.
- 1.7** To do such lawful acts and things necessary and proper to promote the general welfare of organic farmers, organic agriculture, and the organic foods industry.
- 1.8** To support crop improvement, certification, and marketing with farmers and growers in such a manner that their self-sufficiency is not destroyed in order to fulfill the needs of the global organic market

Article 2: POWERS

- 2.1** To enforce procedural and organizational norms: to review, oversee and harmonize the activities of all members.
- 2.2** To do such lawful acts and things necessary to accomplish the purposes of the Association.
- 2.3** To exercise the powers normally granted to corporations under the corporation laws of the various jurisdictions in which incorporations are held.

- 2.4** Subject to any limitations set forth in the articles of incorporation of any OCIA member, in these Bylaws, or by vote of OCIA International, or its Board of Directors, these members shall have the powers granted corporations under the general corporation laws of the jurisdictions where incorporations are held.
- 2.5** To be a promoter, partner, member, associate or manager of any partnership, enterprise, or venture or in any transaction, undertaking or arrangement which the participating corporation would have power to conduct itself, whether or not such participation involves sharing or delegation of control with or to others. This shall include but is not limited to the creation of:
- a. A certification company empowered to undertake the appraisal and certification of applicants for certification.
 - b. A research and education body organized as a non-profit charitable status organization within the US or within any other jurisdiction.

Article 3: LOCATION, FISCAL YEAR, AND LANGUAGE

- 3.1 LOCATION:** OCIA International shall have offices at such places, either within or without the jurisdictions of incorporation of any corporations, and as the Board of Directors may from time to time authorize.
- 3.1.1 Satellite Offices:** The OCIA International Board of Directors may authorize satellite offices to provide services to OCIA members (Chapters, Processors/Handler, CGG, PAL, General) in a set geographic area. The management of a Satellite Office shall be in conformity with the Standards, Bylaws and policies of OCIA International
- 3.1.2 Regional Offices:** A Regional office is a producer owned and controlled legal entity of producers, processors and/or handlers which has received delegated authority from OCIA International to correlate paperwork needed for OCIA International certification decisions and directly deal with applicants to insure consistency. All certification decisions, oversight, review and audit shall be made by OCIA International, be it on site or at the main office. Regional offices may be organized along regional or national lines to include OCIA applicants within regions and/or nation states. Regional offices may directly accept applications and payment in US\$ dollars and/or local currency from producers, processors, handlers, brokers, traders and retailers subject to OCIA International oversight.
- 3.2 FISCAL YEAR:** The fiscal year shall be the calendar year.
- 3.3 LANGUAGE:** Considering its international nature, OCIA shall use the English language to conduct its business at the Annual General Membership Meeting. OCIA International should strive to offer its services to its membership in the member's language. Documentation and communications shall be done in English and/or other languages as authorized by the Board of Directors.

Article 4: CERTIFICATION *

4.1 ACCESS TO SERVICES: OCIA makes its certification services accessible to all applicants who are in compliance with Organic certification program standards as offered by OCIA. There are no undue financial or other conditions. Access is not conditional upon the size of operation or membership in any association or group. Certification is not conditional upon the number of certificates already issued.

a. There will be a limit of sixty (60) days maximum, from the time the International office receives a complete annual certification file, until the applicant is notified of the status of his or her certification file.

4.2 APPLICATION FOR CERTIFICATION: Application for certification shall be made to the OCIA International Office, or the relevant Chapter, Satellite Office or Regional Office, which may review such applications for completeness. Notwithstanding the above the only body which currently holds the authority to make certification decisions is the OCIA International Office.

4.3 CERTIFICATION FEES

4.3.1 The Board of Directors shall propose, and the Membership approve at its annual meeting, the amount of certification fees payable annually.

a. Notwithstanding those above, all the members served by a Regional Office including chapter members may meet and decide, provided that the needs of the organization are satisfied as established by a majority vote of the International Board, to set or adjust certification fees based on the economic realities of the Region.

4.3.2 Annual certification fees shall be payable in US currency or equivalent to OCIA International or designated entity on or before the thirty-first day following application.

4.3.3 An Member in default of payment of certification fees for 90 days may be suspended or expelled in accordance with Article 5.2.2

Article 5: CATEGORIES OF AFFILIATION, ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

5.1 AFFILIATION

5.1 .1 Chapters: Producer-owned and controlled legal entities of at least five farmers which meet OCIA procedural, and organizational norms as detailed in the Bylaws, policies and

Certification Standards, and which among other things:

- a. Provide an on-going program of organic crop improvement.
- b. Facilitate impartial and independent third-party certification.
- c. Educate Chapter Associates as to the inherent value of use and promotion of the OCIA name, logo, and certification mark.

Chapters with at least 5 certified members have voting privileges within the Association as detailed in Article 7.4.1.

5.1.1.1 Producer: A person whose activity consists of the production (including on-farm processing) and sales of food, feed, livestock, or fiber grown on his/her farm may apply for certification through an OCIA chapter unless he/she falls under one of the exceptions to this Article. Chapter Producers' voting privileges within the Association are through the relevant chapter as described in Article 7.4.1.

5.1.1.2 Producer/Processor: A producer who is also doing processing may apply for certification through the local chapter with the following conditions:

- a. An inspector approved for both farming and processing operations must conduct the annual certification inspections.

Producer/Processors who meet the above conditions have voting privileges within the Association through the relevant chapter as described in Article 7.4.1.

If the above conditions do not apply, producers who are also doing processing may have their processing operation directly certified through OCIA International. Application for certification can be made through the relevant Satellite Office or the relevant Regional office, as a Processor/Handler, but not through a chapter. In that case, their voting privileges within the Association are those of Processor/Handlers as described in Article 7.4.2

5.1.1.3 Chapter Processor/ Handler : A processor/ handler may apply for certification through the local chapter.

5.1.1.4 Cooperative: A production or service-providing organization owned and operated by OCIA certified growers in order to accomplish any or all of the following:

- a. Gather and co-mingle product for sale.
- b. Add value to product by cleaning, bagging, shelling, sorting, etc.
- c. Appeal to buyers by providing consistent supply of product.
- d. Process/manufacture product.
- e. Slaughter, package and/or sell meat, poultry, fish and/or products therefrom.

Cooperatives may apply for certification through the local chapter. In that case, Cooperatives have voting privileges within the Association through the relevant chapter as described in Article 7.4.1

Cooperatives may become directly certified through OCIA International, as Processor/Handlers with the voting privileges described in Article 7.4.2.

5.1.1.5 Community Grower Groups (CGGs): Groups of growers/harvesters may become certified as CGGs through the OCIA International Office, and can apply for certification through the relevant Chapter or Regional Office, if they fulfill the following criteria:

- a. The group shall be constituted of producers with similar farming systems and production:
 - Growers/harvesters show commitment to sustainable agricultural practices suitable for their geographic region.
 - Growers/harvesters are located in the same geographical area and in close proximity to each other. The important factor is that the conditions influencing all members of the group might reasonably be expected to be similar throughout the region.
 - Agricultural practices within the group are uniform and reflect a consistent approach to cultivation.
- b. Each individual grower/harvester should have sales of OCIA certified produce of less than US \$5000.00. If over US \$5000.00 for two consecutive years, an individual inspection will be required.
- c. Management of grower/harvester group is centralized, i.e., formally organized as a crop improvement group, or they market their product through the same handler.
- d. The group has established and implemented a system to monitor their members with regard to organic agricultural practices (self-control or peer evaluation). Oversight must be provided by a local resource person, crop consultant or agronomist who must, in the course of a year, physically visit all farms in the area or in the group. These activities must be managed by the governing body.

CGG's voting privileges within the Association are as described in Article 7.4.4 For those CGG's who are members of Chapters, their voting rights are reflected in 7.4.1.

5.1.2 Producer at Large: Farmers who operate in areas where there is as yet no OCIA chapter or where there is no desire by the applicant to become a member of a chapter may become directly certified through OCIA International. They are encouraged to form or join a chapter at the earliest possible date and agree to use, promote and benefit the OCIA name, logo and mark. Producer at Large voting privileges within the Association are as described in Article 7.4.3.

5.1.3 Processor/Handler: Merchants or processors of food, feed, or fiber that they did not themselves produce, who wish to carry on the OCIA certification guarantee for any product other than an unaltered package already bearing the seal may become directly certified through OCIA International. Processor/Handlers shall use, promote and benefit the OCIA name, logo and seal. Processor/Handlers shall respect producer independence and brand neutrality by developing and supporting chapters in those areas where they purchase or process product. Cooperatives as defined below shall be considered Processor/Handlers if their total annual OCIA certified sales exceed US

\$500,000. Processor/Handlers' voting privileges within the Association are as described in Article 7.4.2.

5.1.4 Contract Growers and Contract Grower Groups

- a. Contract Growers and Contract Grower Groups are non-voting Associates whose products are indirectly certified under the sponsorship of a certified Processor/Handler. Such Associates may become indirectly certified only through the OCIA International office.
- b. Contract Growers and Contract Grower Groups are to be invited to become directly certified on their own at each anniversary of certification.
- c. The certification category of any Contract Grower or Contract Grower Group shall be reviewed annually.
- d. Contract Growers and Contract Grower Groups have the opportunity for participation and input into Association Standards, Bylaws, policies and procedures through their contract holder.

5.1.5 Contract Processor: Non-voting Associates who process for one or more OCIA certified Chapter Producers, Producers at Large, Processor/Handlers, or General Members. Contract processors must be inspected as part of each certified Associate's certification. To assure and maintain brand neutrality, Contract Processors are to be invited to become directly certified on their own at each anniversary of certification.

5.1.6 Supporting Associate: A non-voting, non-certified person or organization, who would like to support the overall goals and objectives of OCIA, may associate themselves with OCIA in this non-voting category.

5.1.7 General Members: Persons or organizations certified by OCIA to standards other than OCIA International Standards, who are not already represented as members elsewhere in these Bylaws. General members' voting privileges are described in section 7.4.5 of these Bylaws.

5.2 ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

5.2.1 CODE OF ETHICS

5.2.1.1 All Associates shall support OCIA Certification Standards and Bylaws in the production, post-harvest handling, storage, transportation, processing, manufacturing or promotion of products bearing the OCIA certification mark.

5.2.1.2 No certification documentation, (OCIA certification certificates, inspection reports, or questionnaires) shall be used in the sale, marketing, or promotion of any product or service unless the terms and conditions of the current OCIA Associate Licensing Agreement are met.

5.2.1.3 No Associate shall knowingly deal in products that are falsely labeled organic, or represented as such, nor engage in any advertising that is false or misleading.

5.2.1.4 All Associates shall cooperate in the development of the market for OCIA certified

products, and compete with each other in an honest and friendly fashion, at all times respecting the brand-neutral nature of the certification mark.

5.2.1.4 All Associates shall cooperate in the development of an organic food system which enhances life and health, is ecologically and economically sustainable, and gives a fair return and dignity to its merchants, to its laborers, and to the stewards of its living soil.

5.2.1.5 An Associate in his/her personal conduct and in his/her contacts with customers and the public in general should not behave in a manner, which brings discredit on OCIA or himself/herself.

5.2.2 SUSPENSION OR EXPULSION

5.2.2.1 Any Associate may be suspended or expelled upon four of five votes of the Internal Review Committee for a cause such as violation of the Standards or these Bylaws, breach of the Code of Ethics, or failure to fulfill its obligations to OCIA International. A statement of the charges shall be sent by registered mail to the last recorded address of the Associate not less than thirty, nor more than fifty days before the action is to be taken. The Associate in question shall be given the opportunity to present a defense at the time and place mentioned in the notice. OCIA International may make public such suspension or expulsion and the reasons therefore.

5.2.2.2 Appeals of suspension or expulsion may be made to a committee consisting of the chairs of the standing committees. The appellant will bear all expenses of the appeal. Decisions require a two-thirds majority vote. Appeals of granting of, or refusal of, certification are dealt with according to the applicable standards that the associate is/was certified by..

5.2.2.3 WITHDRAWAL: Any Associate may withdraw after fulfilling all obligations to OCIA International by giving notice to the OCIA International Office, or the relevant Chapter or Regional Office.

5.2.4 MEMBERSHIP DUES

5.2.4.1 The Board of Directors shall propose, and the Membership approve at its annual meeting the amount of membership dues payable annually. In no case shall these membership dues ever exceed \$99.00 (Section 512(d)US Internal Revenue Manual 7.8.2)

5.2.4.2 Annual dues shall be payable in US currency or equivalent to OCIA International before the thirty-first day following invoicing. These dues shall be invoiced annually.

5.2.4.3 A Member in default of payment of membership dues for 90 days may be suspended or expelled in accordance with Article 5.2.2.

Article 6: LEVIES AND USER FEES

The Board of Directors may implement such levies, fees, certification agreements, etc. as are deemed appropriate. Such revenue shall support the administration of OCIA International,

promotion of the certification mark, the work of the Certification Review Committee, crop improvement, and any other program, which the Board of Directors may approve. Levies and fees shall be payable in US currency, or its equivalent, as billed according to the certification mark agreement, invoice, or other instrument.

Notwithstanding the above, all those members served by a Regional Office including chapter members may meet and decide, provided that the needs of the organization are satisfied as established by a majority vote of the International Board, to set or adjust privilege use fees based on the economic realities of the Region.

Article 7: GENERAL MEMBERSHIP MEETINGS

7.1 ANNUAL GENERAL MEMBERSHIP MEETING (AGMM): Annual meetings of the general membership shall be held during the first quarter of each fiscal year at such place or places as may from time to time be fixed by the Board of Directors. Such meetings shall be for the election of the Board of Directors, the approval of an annual budget, the receiving of annual reports, amendments to the Bylaws and Standards, and for the transaction of other business. Notice of annual meetings, signed by the Secretary or the President, shall be mailed to the last recorded address of each member, and to each Chapter contact person at least forty-five, and not more than sixty days before the appointed time for the meeting. The record date for determining members entitled to vote shall be thirty days before the start of such meeting.

7.2 SPECIAL MEETINGS: Special meetings of the general membership may be called upon the request of 20% of the eligible voting membership according to Section 7.4 of this Article. Upon such a request, the Secretary or President shall call a special meeting of the general membership to consider a special subject. Notice is to be given in the same manner as for the Annual meeting. No business other than that specified in the notice shall be transacted at any Special Meeting of the general membership.

7.3 WAIVER: Notwithstanding the provisions of Sections 7.1 and 7.2, a meeting of the general membership of OCIA International may be held at any time and at any place, and any action may be taken there, if notice is waived in writing by a majority of the general membership according to Section 7.4 of this Article.

7.4 MEETING PROCEDURES: Voting meetings will be conducted according to commonly accepted parliamentary procedure. It is desirable that a consensus be reached before calling for a vote. Farmer control of OCIA shall be maintained. Whenever necessary, voting rights will be amended to insure that farmers or farmer-controlled groups have a minimum of two-thirds of total membership voting rights. While members may send as many delegates as they wish to general meetings, voting rights are distributed as follows:

7.4.1 Chapters: Ten votes for the first 10 members, 2 votes for each additional 10 certified members, and chapter CGGs would be counted as 1 vote for each 3 chapter CGGs..

- a. Chapter voting rights may be held by one or more Chapter delegates, according to the chapter's wish.

7.4.2 Processor/Handler: One vote per member.

7.4.3 Producer at Large: One vote per member.

7.4.4 Community Grower Group: Five votes.

7.4.5 General Members: Those affiliated through a Chapter shall count toward the votes of the Chapter. Those affiliated through International shall have one vote.

7.5 PROXIES: Every member holding voting rights shall be entitled to vote at any meeting of OCIA International by proxy. This proxy must be assigned to a specific member (Chapter, Community Grower Group, Processor/Handler, Producer At Large or General Member) or his/her delegate. No one is allowed to hold the proxied voting rights of more than two other members. A voting member (Chapter, Community Grower Group, Processor/Handler, Producer At Large, or General Member) may hold a maximum of two (2) proxies, plus their own vote. All proxies shall be in writing and signed and dated. Proxies are validated by the Election Committee for one meeting only.

7.5.1 Proxy Assignment: To establish quorum, proxy forms shall be mailed 45 days prior to AGMM. Members are encouraged to delegate proxies with specific voting instructions. All proxied voting rights not specifically registered with the Secretary or assigned prior to the call of the AGMM shall revert to the Election Committee solely for establishment of quorum.

7.6 QUORUM: The presence in-person or by proxy of one-third of the membership votes shall constitute a quorum for the transaction of business. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine. Those who attend the second of such adjourned meeting, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting, stating that those members who attend shall constitute a quorum for the purpose of acting upon such matter. Notice and documentation shall be given to each member of record entitled to vote at such an adjourned meeting at least 10 days prior to the day named for the second meeting.

Article 8: BOARD MEMBERSHIP NOMINATIONS AND ELECTIONS

8.1 NOMINATING COMMITTEE: The President upon advisement and approval of the Board of Directors shall appoint a Nominating Committee and name the Chair. The duties of the Nominating Committee shall be to nominate candidates for election as Directors of the Association. The Nominating Committee shall only nominate qualified candidates. The Nominating Committee will endeavor to assure diversity of representation to the Board of Directors.

8.2 NOMINATING PROCESS: The Nominating Committee may receive names from staff and/or request information from the staff.

8.3 NOMINATIONS OF ELECTED POSITIONS: The Board of Directors shall be elected by the Membership at the Annual General Membership Meeting.

8.3.1 Qualifications: Only OCIA Members (of Chapters, Community Grower Groups, Processors/Handlers, Producers At Large and General Members) may be nominated. Nominees must forward to the Chair of the Nominating Committee a written petition signed by at least 7 OCIA Members (of Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members) prior to the closing of the nominating period. Each entity (Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members) may have one nominee for the Board of Directors. If two or more people wish to be nominees and are Members of different entities but are also Members of the same entity, only one of them may be nominated.

8.3.2 Any Member (of Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members) may be nominated for an elected position. A Member may be nominated by:

- a. The Nominating Committee;
- b. Any directly certified Member (of Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members) of the Association may nominate any other qualified Member (of Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members);
- c. Any directly certified Member (of Chapters, Community Grower Groups, Processor/Handlers, Producers At Large and General Members) may nominate by petition himself/herself.

8.4 ELECTION COMMITTEE SELECTION: The Membership at the Annual General Membership Meeting shall appoint three Election Committee members who shall referee the conduct of the elections.

- a. **Qualifications:** Only OCIA Members (of Chapters, Community Grower Groups, Processors/Handlers, Producers At Large and General Members) may be nominated to serve on the Election Committee.
- b. **Vacancies:** Should a vacancy occur on the Election Committee during the AGMM, the Election Committee shall bring the matter to the floor so that the Assembly can appoint a member to fill the vacancy. Should a vacancy occur on the Election Committee after the adjournment of the AGMM, the remaining members of the Election Committee shall appoint a member who attended that AGMM to fill the vacancy.
- c. **Term:** The term of the Election Committee shall expire upon the appointment of the subsequent committee.

8.5 ELECTION COMMITTEE RESPONSIBILITIES: The Election Committee shall be responsible to:

- a. Assure a timely election process for all Member-elected positions at the Annual General Membership Meeting.
- b. Assure that the nomination process is carried out in accordance with Article 8.3.
- c. Disputes: Any dispute resulting from actions taken at the AGMM regarding the elections, ballots, or procedures will be referred to the Election Committee whose duty it shall be to maintain a written record of the dispute and its decision thereon, setting forth the reasons for its decision. Only disputes regarding the elections, ballots, or procedures can be considered by the Election Committee and must be postmarked within 30 days after the close of the AGMM to be considered valid.
- d. Validate voting and proxy credentials and validate the establishment of a quorum at the Annual General Membership Meeting based on a list of voting members as supplied by the Secretary of the Corporation on the record date. This list shall be compiled by the Secretary (as per Bylaw 10.2.4.e) in accordance with membership categories as stated in Bylaws Article 5, and voting privileges as stated in Article 7.4.
- d. Establish voting procedures, count and record all votes at the Annual General Membership Meeting including elections, Bylaws, Standards, policies, budget, etc.
- e. Conduct elections of all Member-elected positions at the Annual General Membership Meeting.

8.6 ELECTION PROCESS: Staff shall not perform any activity or action associated with the election process other than those activities prescribed by the Bylaws or requested by the Election Committee.

8.7 VOTING PROCEDURES: Voting for the Board of Directors shall be on written ballots. The chair of the Election Committee shall announce the voting results at the Annual General Membership Meeting.

8.8 DISPOSAL OF WRITTEN BALLOTS: Used written ballots shall be kept in sealed envelopes (immediately after the counting of ballots) at the International Office under the Election Committee's supervision and shall be destroyed 30 days after the elections unless the Election Committee receives a written appeal of the election results.

Article 9: BOARD OF DIRECTORS

9.1 NUMBER OF MEMBERS: The Board shall consist of nine OCIA members (of Chapters, Community Grower Groups, Processors/Handlers, Producers at Large and General Members) who are to be elected by the general membership during the Annual General Membership Meeting. The Nominating Committee shall endeavor to assure diversity of representation by soliciting nominations from areas not sufficiently represented.

9.2 POWERS AND DUTIES

9.2.1 The Board of Directors shall assure and maintain the governance of the Association by:

- a.** Establishing basic objectives and broad policies.
- b.** Maintaining and enforcing corporate papers.
- c.** Electing a Chair who is not an officer of OCIA International as defined in Article 10 of these bylaws.
- d.** Hiring, termination, and the formal evaluation of the Executive Director.
- e.** Approving important financial matters such as fee structure, recommending a budget to the general membership for approval, making amendments to the budget of OCIA International and appointing an auditor to perform an annual inspection of OCIA International bookkeeping.
- f.** Safeguarding and approving changes in assets.
- g.** Harmonizing diverse interests of members through policy development.
- h.** Perpetuating a sound board.
- i.** Providing for sound planning including, but not limited to, an annual review of the strategic plans and operational goals of the organization.
- j.** Coordinating short-term decisions with long-range objectives.
- k.** Communicating with the membership, governments and the organic community in general.
- l.** Publishing an annual report for the public record. This annual report shall be presented at the Annual General Membership Meeting and recorded in the minutes. The contents shall include the assets and liabilities, the revenues or receipts, and the expenses or disbursements. This report shall also detail attendance records for Board meetings, projects assigned and the status of those projects.
- m.** Making the minutes of the Board available within 21 days to the membership through the International Office.
- n.** Approving expenditures exceeding 120% of any individual expense category (line item) of the Annual Budget, as approved at the Annual General Membership Meeting, on a quarterly basis.

9.3 TERM OF OFFICE: Members of the Board of Directors elected by the membership shall be elected in such a staggered way that only one third of the Board positions come up for election at every annual meeting and hold office for a term of three (3) years.

9.4 LIMITATION OF SERVICE: In no event shall a Director serve more than six years consecutively. Election by the membership shall be limited to two consecutive terms.

9.5 OATH OF OFFICE: All members upon being elected to the Board of Directors must swear under oath/affirm that they will follow the Bylaws and Standards in the performance of their duties.

9.6 URGENT ACCREDITATION PROCEDURES: Notwithstanding any concepts expressed in any section or sections of these By-laws, the Directors may, upon the approval by a 2/3 vote of the Board, relinquish any or all OCIA certification and substitute certification by another recognized certification program for the duration of their term as a Director.

9.6.1 Upon approval of a 2/3 vote by the Board to relinquish any or all OCIA certifications, Board members have 60 days from the time the 2/3 vote is recorded to submit the appropriate Notice of Surrender.

9.7 ABSENCE, INCAPACITY, VACANCY, REINSTATEMENT, APPOINTMENTS

9.7.1 A Director shall not accept office unless that person intends to attend all Board meetings except for illness or serious personal and/or professional difficulties. In the event of anticipated absence(s), the Director shall request to be officially excused by the Chair of the Board at any time prior to the Call to Order or within 24 hours after a meeting requiring their attendance. Within reason, such request shall be in writing. Failure to obtain the Chair's excuse three times during the Director's term shall create a vacancy in the Director's board seat. The position shall be declared vacant by the Chair at the next Board of Directors meeting. Prior to filling the vacant Board seat, the Board must follow the procedure as outlined in 9.8.1.

9.7.2 The unexpired term of a vacant position on the Board of Directors shall be filled by a qualified member as defined in Article 8.3.1 chosen by a majority vote of the Board of Directors until the next AGMM. The election process under Article 9.7.4 shall be followed to fill the vacancy.

9.7.3 In the event that a Director is incapable of serving and will remain incapable of serving for a substantial period of his/her term, such person shall be deemed to have created a vacancy. The determination of said vacancy shall be made by a three-fourths vote of the members of the Board of Directors present at a scheduled meeting. Upon such a determination, the vacancy so created shall be filled subject to the provisions of Article 9.7.4.

9.7.4 Appointments: Directors can nominate any qualified OCIA member as defined in Article 8.3.1. Should there be more than one candidate per vacant seat, a majority vote of the Board of Directors will confirm the appointment.

9.8 CONTESTED VACANCY PROCEDURE: In the event a seat on the Board of Directors has been declared vacant, the following procedures shall govern if the affected Board Member contests his/her vacancy.

9.8.1 The Secretary shall notify the person by certified mail of the vacancy on the Board of Directors. A written petition for reinstatement and request for personal appearance must be submitted to the International Office within 30 days from the date the notice

was mailed.

9.8.2 Copies of the written petition shall be transmitted to the entire Board of Directors. The petitioner will have the burden of proof to show either good cause why the petitioner is entitled to reinstatement or good and just cause for the petitioner's absences and failure to obtain Chair's excuse(s).

9.8.3 The Board of Directors shall vote to reinstate or to uphold the vacancy. A three-fourths vote of the Board of Directors shall be final.

9.9 REMOVAL

9.9.1 A Director may be removed for cause by a three-fourths vote of the entire Board of Directors. Removal can be appealed according to Article 9.8.

9.9.2 A Director may be removed for cause by a two-thirds vote of the membership in assembly. This action cannot be appealed.

9.10 A Director may resign at any time by providing written notice to the Secretary. If a resignation of a Director is made effective at a later date, the Board may fill the pending vacancy in accordance with the procedures set forth in 9.7.2 and 9.7.4 before the effective date if the Board provides that the successor does not take office until the effective date.

9.11 MEETINGS: Meetings of the Board of Directors shall be held at the time of the Annual Meeting and at other times at such places and/or by such means as the Board of Directors shall determine.

- a.** Notice of such meetings shall be given to Directors at least seven (7) days before the time appointed for the meeting.
- b.** The presence of a majority of the Board of Directors shall constitute a quorum for the transaction of business.
- c.** A meeting of the Board of Directors can be called by the President or by three members of the Board of Directors.
- d.** Voting by email is prohibited. Any motions or consensus decisions and votes that are made by the OCIA International Board of Directors will be done so that everyone involved can hear the roll call of the vote.

9.12 COVENANT OF CONFIDENTIALITY: Members of the Board of Directors shall be covered by a covenant of confidentiality for a period of two years following termination of their mandate.

9.13 BOARD OF DIRECTORS LIABILITY: No member of the Board of Directors shall be personally liable for monetary damages as such for any action taken by said member, or any failure on the part of said member to take any action, unless:

- a.** Said member has breached or failed to perform the duties of this office as set forth by Pennsylvania law in 42. PA CS 8363; and
- b.** The breach or failure to perform constitutes a self-dealing, willful misconduct or recklessness, except as otherwise provided by Pennsylvania laws in 42. PA CS 8363(b). If Pennsylvania law is hereafter amended to authorize the further

elimination or limitation of the liability of a member, then the liability of a member shall hereby be eliminated or limited to the fullest extent permitted by the amended Pennsylvania law.

Article 10: OFFICERS OF OCIA

10.1 COMPOSITION: The officers of OCIA International shall consist of five officers elected by the Board of Directors. In addition the Board of Directors shall elect a Chair, who is not one of the 5 officers.

10.2 DUTIES OF THE OFFICERS AND THE CHAIR

10.2.1 The President shall:

- a. Preside at meetings of the general membership.
- b. Communicate to the general membership such matters as are believed to promote the prosperity and welfare of the Association and its members
- c. Provide communication between the Board of Directors and the Executive Director necessary for the Board to perform its duties as outlined in the Bylaws.
- d. Perform other such duties as are necessarily incident to the office.

The President may carry out the duties and exercise the authority of any officer of OCIA International in the event of the failure or inability of said officer to do so.

10.2.2 The First Vice President shall substitute for the President when necessary due to absence or incapacity.

10.2.3 The Second Vice President shall be responsible for the on-going review and maintenance of the Policy Manual and the development of recommendations as deemed appropriate.

10.2.4 The Secretary shall:

- a. Give all notices.
- b. Keep or cause to be kept a record of all meetings.
- c. Conduct all correspondence as required by statutes or laws and the Bylaws of the Association.
- d. Ensure the execution of all orders and resolutions not otherwise committed.
- e. Keep or cause to be kept an up-to-date list of all members and interested parties.

10.2.5 The Treasurer shall:

- a. Act as the Chair of the OCIA International Finance Committee.
- b. Ensure the preparation of a budget for amendment and approval at the Annual General Membership Meeting.
- c. Oversee the administration of the budget through periodic review of records and consultation with staff.

- d. Ensure the income and expenditures are reported on a quarterly basis to the membership through *The Communicator* or other means.
 - e. Ensure (at least annually) a complete audited accounting of the organization's finances.
 - f. Ensure that the financial policies in the OCIA Quality System are carried out.
- 10.2.6** The Chair shall, in consultation with the President and appropriate staff, prepare an agenda for the approval of the Board prior to each Board meeting. The Chair shall preside at all Board meetings, and shall endeavor to obtain consensus of the Board based on discussion of the full Board. Failing to achieve consensus, the Chair shall entertain proper motions to achieve resolution of a question. The Chair shall vote only in the event of a tie vote or matter decided by ballot. The Chair will perform, in consultation with the President and other officers, those additional duties as are necessary for the proper, efficient and democratic functioning of the Board. The Chair shall insure that all unexcused absence(s) be noted in the minutes of the meeting in which the director was absent as per bylaw 8.7.1.
- a. Unexcused absence(s) shall be determined according to Board policy.
- 10.2.7** Each of the following standing committees Accreditation/Government Relations Committee, Bylaws Committee, International Standards Committee, Member/Chapter Licensing Committee, and the Promotion Committee shall be represented by a Board member as an ex officio committee member.
- 10.3 VACANCIES:** Vacancies shall be filled without undue delay by appointment by the Board of Directors from among the Board membership until the next Annual General Membership Meeting.
- 10.4 COMPENSATION:** The members of the Board of Directors may receive such compensation as the Board of Directors determines.
- 10.5 EXECUTIVE DIRECTOR:** The Executive Director shall sit as an advisor to the Board of Directors and be responsible for day-to-day administration of the OCIA International Office and programs as mandated by the Board of Directors.
- 10.6 EXECUTION OF DOCUMENTS:** The President, Secretary or Executive Director of OCIA International may sign deeds, bonds, mortgages, leases, contracts, notes, releases, discharges, and other papers on behalf of the Association when directed by a 2/3 majority of the Board of Directors, except when the laws of relevant jurisdictions require the signature of some other officer or agent.
- 10.7 TERMS OF OFFICE:** Officers are elected by the Board of Directors for renewable one-year terms.
- 10.8 REMOVAL OF OFFICERS:** An officer may be removed for cause by a three-fourths vote of the entire Board of Directors. Removal can be appealed according to Article 9.8.

Article 11: COMMITTEES

11.1.1 Standing Committees: The President shall appoint committee members and chairs upon advisement and approval from the Board of Directors for the following standing committees: Accreditation/Government Relations Committee, Bylaws Committee, Certification Analysis Committee, Finance Committee, Internatl Review Committee, International Standards Committee, Member/Chapter Licensing Committee, and the Promotion Committee.

- a. The Internal Review Committee shall have five members. None of the members can also be serving on any other committee, board, or staff of OCIA.
- b. All standing committee appointments shall be made within 30 days of the close of the Annual General Membership Meeting.
- c. Committee members must be a current member of OCIA, or an OCIA chapter member, to serve on committees, unless there are certain qualifications that require a non-member to serve on a committee.

11.1.2 Special Committees: Special Committees may at any time be appointed by the Board of Directors when deemed appropriate for the efficient operation of OCIA International.

11.1.3 External Member Requirements: The Certification Analysis Committee and the Membership/Chapter Licensing Committee shall each have at least one external person (with no financial interest in the production or marketing of OCIA product) on the committees to ensure impartiality in the committee decisions.

11.2 QUORUM: A majority of committee members shall constitute a quorum for the transaction of business.

11.3 PROCEDURES: All OCIA committees shall operate under the general guidelines of the OCIA Quality System. This Quality System is to be reviewed on an ongoing basis and can be amended by the Board of Directors or OCIA staff as delegated by the Board of Directors.

11.4 TERMS OF OFFICE: Appointments to committee membership will be for a term of three years. Terms will be staggered and committee members will not serve more than two consecutive terms. Any committee member who is unable or chooses not to fulfill duties of their office as defined in OCIA Bylaws and/or policies can be dismissed by the Board of Directors before the end of his/her term. Appeals for dismissal shall be handled by the Internal Review Committee.

Article 12: INDEMNIFICATION

12.1 The corporation shall indemnify any member of the Board of Directors or any officer of the corporation against any and all losses, injuries, claims, liabilities, expenses (including legal fees), judgments, fines and amounts paid in settlement, actually incurred by them, to the fullest extent now or hereafter permitted by law, arising out of or in connection with

their performance as a member of the Board of Directors or an officer of the corporation or in any other capacity on behalf of the corporation. The Board of Directors, by resolution adopted in each specific instance, may similarly indemnify any person other than a member of the Board of Directors or officer of the corporation of liabilities incurred by them in connection with services rendered by them for or at the request of the corporation. The provisions of this section shall continue as to a person who has ceased to be a member of the Board of Directors or officer, or who has ceased to render services for or at the request of the corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

- 12.2** The corporation may pay the expenses incurred by any person entitled to be indemnified by the corporation in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking, in such form and with such security as the Board of Directors may determine, by or on behalf of such person, to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the corporation as authorized in this Article 12 or by law.
- 12.3** The indemnification provided by this Article 12 shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the Board of Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office.
- 12.4** The corporation may purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors or an officer, employee or agent of the corporation or who is or was serving in any capacity in any other corporation or organization at the request of the corporation or organization against any liability against him/her or incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provision of this Article 12 or by law.

Article 13: BYLAW AMENDMENTS

- 13.1** On the basis of written submissions, these Bylaws may be amended, repealed, or altered in whole or in part by majority vote at any duly organized meeting of the Membership. All approved changes by the membership shall be reviewed and verified for accuracy by the Bylaw Committee and shall be distributed in hard copy to the membership as defined in section 5 of the Bylaws within 30 days after the close of the AGMM.
- 13.2** Proposed changes, except for minor alterations in grammar or word order for clarity, shall be mailed to the last recorded address of each member of OCIA International at least forty-five, and not more than sixty days, before the time of the meeting which will consider such changes.
- 13.3** All proposed changes to the Bylaws must include the Board's recommendations when presented for approval at membership meetings.

13.4 Notwithstanding Section 13.2 of this article, minor amendments which do not fundamentally alter the nature of the Association may be proposed in writing and voted upon at a duly organized meeting of the general membership which was already considering amendments proposed under Section 12.2.

Article 14: DISCLOSURE AND CONFIDENTIALITY

14.1 A copy of all general business records and correspondence shall be kept at the principal office of the Association, and be made available to all members at all reasonable times.

14.2 OCIA shall, consistent with applicable laws, safeguard the confidentiality of the information obtained in the course of its certification activities at all levels of the Association, including committees and external bodies or individuals acting on its behalf.

14.3 Except under the terms of Section 5.2.2 or as required by law, information gained in the course of certification activities about a particular product or person(s) shall not be disclosed to a third party unless the OCIA International office (or relevant Chapter or Regional office) has received written permission from the person(s) involved to release the information. Where the law requires information to be disclosed to a third party, the person(s) involved shall be informed of the information provided as permitted by the law.

Article 15: VARIA

15.1 DISSOLUTION OF ASSETS: In the event this Association should dissolve, its physical assets shall be sold and, along with its liquid assets, shall be distributed to a not-for-profit organization whose primary objectives are the furtherance of organic crop improvement. Said distribution shall be determined by a majority vote of the Board of Directors then in office.

15.2 NON-DISCRIMINATION POLICY: Opportunity of employment by OCIA International and participation in its program is open to all qualified individuals without regard to race, gender, national origin, etc.

15.3 MEMBERSHIP NEWSLETTER: OCIA shall electronically distribute a newsletter exclusively for its members, including chapter members, a minimum of one in each quarter of the calendar year. Members without access to this electronic publication may request a hard copy at no charge. The primary mission of the newsletter shall be to communicate information to OCIA members. International office shall also translate it into Spanish and send it to the appropriate Latin American office. Each issue shall contain:

- a. President's Message
- b. Treasurer's Report on Income and Expenditures
- c. Minutes of all Board meetings
- d. All Policies passed by the Board
- e. Accurate contact information for Board members, Committee members, and Staff Liaisons

- f. Crop improvement information
- g. Other information of interest to the membership

GLOSSARY OF TERMS

Associate: All Chapter Producers, Producers at Large, Processor/Handlers, Community Grower Groups (CGG), General Members, Contract Growers, Contract Grower Groups, Contract Processors certified by OCIA International, and Supporting Associates affiliated with OCIA.

Certification Mark: OCIA logo, seal and/or wording, initials or any combination of “Organic Crop Improvement Association International” used to indicate certification status to the international program.

Farmer: See definition of Producer.

Grower: See definition of Producer.

Handler: See definition of Merchant.

Logo: Art work of OCIA Symbol, which may be registered as a trademark and used by the organization for all appropriate trademark purposes, including but not limited to organizational image development and promotion.

Broker: See definition of Merchant

Trader: See definition of Merchant

Merchant: A person who trades, brokers, sells, distributes, imports, exports, markets or maintains the chain of custody of bulk or prepackaged foodstuffs without blending, mixing, repackaging, re-labeling, or changing them in any way.

Person: A person, group of persons or legally recognized entity (e.g. corporation, cooperative, partnership, etc.).

Processor: A person who adds value by milling, packaging, blending, relabeling, conditioning, manufacturing, drying, or otherwise handling foodstuffs in such a manner that they or their packaging are changed and/or the identity of the original producer is lost in the marketplace.

Producer: A person whose activity consists of the production (including on-farm processing) and sales of food, feed, livestock, or fiber grown on his/her farm. This definition is applicable to the terms Producer, Farmer, and Grower, which are used interchangeably throughout these Bylaws.

Seal/Mark: Wording, initials or any combination of “Organic Crop Improvement Association International” plus the logo and the words International Program.

Voting Member: An associate who is a member whose dues have been paid according to membership category as defined in Article 4 and with voting privileges as defined in Articles 7.4.1-7.4.5.