



Native Orchid Conservation Inc.
BYLAW NO. 1 (CONSTITUTION)

BE IT ENACTED AND IT IS HEREBY ENACTED as a bylaw of NATIVE ORCHID CONSERVATION INC as follows:

DEFINITIONS & INTERPRETATIONS

1. In this bylaw and all other bylaws of NOCI, unless the context otherwise specifies or requires:

- (a) "NOCI" means Native Orchid Conservation Incorporated;
- (b) "Act" means The Corporation's Act of Manitoba, Statutes of Manitoba, 1976, C225, as from time to time amended, and every statute that may be substituted therefore and, in the case of such amendment or substitution, any references in the bylaws of NOCI shall be read as referring to the amended or substituted provisions therefore;
- (c) "bylaw" means any bylaw of NOCI, including any special bylaw, from time to time in force and effect;
- (d) the headings used in the bylaws are inserted for reference purposes only and are not to be considered or taken in to account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provision;
- (e) in all questions or interpretation of these bylaws, the decision of the Board of Directors shall be final unless overruled by the members at a meeting of members;
- (f) "policy" refers to a statement that serves as an expression of the beliefs and philosophy of NOCI and that is intended to guide the day-to-day actions of the leaders and other members of the organization;
- (g) policies are not part of the NOCI bylaws; rather they stand beside bylaws, and each policy must be in concert with the bylaws;
- (h) policies are developed, approved, and interpreted by the Board of Directors; approval of, or changes in, a policy requires a two-thirds vote of approval by the Board of Directors; and,

(i) a policy may be the subject of a review by the membership and may be rescinded by a majority vote of the members in attendance at a duly constituted meeting, as the membership functions within the NOCI bylaws.

REGISTERED OFFICE

2. The registered office of NOCI shall be at such place as the Directors of NOCI may from time to time determine.

SEAL

3. The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of NOCI.

CONDITIONS OF MEMBERSHIP

4.01 Any person or group may become a member of NOCI upon application for membership, payment of the prescribed membership dues, and acceptance of membership by the Board of Directors or its delegate, provided such person or group subscribes to the aims and objectives of NOCI; and thereafter shall be entitled to all membership privileges, according to the class of the membership.

4.02 A membership is of one of the following classes: Individual, Group, or Junior.

4.03 An Individual member shall be at least 18 years of age.

4.04 A group may be admitted as a Group member, but has only one vote, and shall designate someone who is at least 18 years of age to represent it at meetings of NOCI.

4.05 A person under the age of 18 may be admitted as a Junior member. A Junior member shall not have the right to vote at meetings, nor the right to receive notice of meetings.

4.06 The membership dues for each class of membership shall be prescribed by the Directors from time to time.

4.07 A member who is current with paying membership dues is said to be in good standing.

4.08 Membership in NOCI shall not be transferable.

4.09 The Membership-chair or other person designated by the Board of Directors shall be authorized to extend new memberships past the 31st day of December of the current year to December 31 of the following year.

4.10 Any member may withdraw from NOCI at any time, by notice to NOCI, but upon such withdrawal, the member shall not be entitled to a refund of any portion of the dues that such member has paid.

TERMINATION OF MEMBERSHIP

5.1 The directors may, by a resolution passed by a 3/4 majority of the directors at a meeting called to consider the resolution, terminate the membership of a member.

5.2 A meeting of members may, by special resolution, terminate the membership of a member.

5.3 The member, whose membership is proposed to be terminated by the directors or by special resolution of the members, is entitled to 7 days notice of the meeting at which the resolution is to be considered with a statement of the grounds upon which the membership is proposed to be terminated, and is entitled to appear, either personally, or by or with an agent or counsel, to make submissions at the meeting.

5.4 A person whose membership is terminated by the directors or by special resolution of the members may not appeal the decision.

5.5 A person whose membership is terminated in accordance with this section shall not again be admitted to membership in NOCI except by special resolution of a meeting of members.

FIELDTRIPS

6.1 Only members in good standing shall be entitled to participate in fieldtrips.

6.2 A Junior member shall be entitled to participate in fieldtrips, but only if accompanied by an Individual member.

6.3 Each person who is a member of a group which has a Group Membership may participate in a fieldtrip provided the fieldtrip fee is paid by each such participant.

6.4 Persons may participate in a fieldtrip with the permission of the fieldtrip leader designated by the Board of Directors.

6.5 Fieldtrip fees shall be prescribed by the Directors from time to time.

6.6 Expenses of the fieldtrip leader shall be reimbursed in such manner as the Directors shall determine.

PRIVACY POLICY

7.1 As part of its normal operation, NOCI may request and collect assorted information about its members. This information may include but is not limited to: Name, Address, Telephone number, E-mail address, Age. Members have the right to expect NOCI to respect the private nature of some of this information. As a matter of policy, it is our intention to use this information only for NOCI business. We do not intend to share this information with individuals or organizations for other purposes. In particular we do not make our mailing list available to anyone for commercial purposes of any kind.

7.2 We may from time to time make reference to portions of the above information in our publications. Names and photographs may be used; however, contact information (address, telephone number, and e-mail address) will not be listed without the consent of the individual in question.

7.3 From time to time names and contact information may be provided to directors or other NOCI members for the purpose of conducting NOCI business. As a condition of membership, every member agrees to this privacy policy and if found in violation thereof, is subject to expulsion.

7.4 Members not wishing to be contacted by telephone or e-mail may request that the corresponding information be removed from their listing in the membership database. Members choosing to limit contact in this way may not receive all information made available to our members.

ANNUAL GENERAL MEETING

8. The Annual General Meeting, which is a meeting of members, shall be held each year at such time and place as the Directors shall determine, but not later than the 30th day of April.

BUSINESS & SPECIAL BUSINESS

9.1 Non-special business consists of, at an annual meeting, the consideration of the annual report of the directors, the report of any officers, the financial statement, the auditor's report, the reappointment of the incumbent auditor, and any other business authorized by the bylaws to be

transacted, as non-special business, at an annual meeting. Any other business is deemed to be special business.

9.2 The notice of a meeting of members at which special business is to be transacted shall include:

- (a) a statement of the nature of the business, in sufficient detail to permit the member receiving the notice to form a reasoned judgement thereon; and
- (b) the text of any special resolution to be submitted to the meeting or, if the full text is too lengthy for convenient inclusion in the notice, a summary thereof.

SPECIAL MEETINGS

10.1 The Board or the President or any 3 Directors may (a) call a special meeting of members; or (b) call for special business to be added to the agenda of the next annual meeting.

10.2 The members may requisition a special meeting of members provided that a written requisition, stating the purpose of the meeting, and signed by at least 10% of the voting members, is presented to the Board of Directors. (Those who have signed and are eligible to vote shall be at least 10% of all those who would be eligible to vote upon paying any unpaid dues.) Such a requisition may also state that adding such special business to the agenda of the next annual meeting would be an acceptable alternative to a special meeting.

NOTICE OF ANNUAL OR SPECIAL MEETING

11.1 Notice of date, time, place and agenda of a meeting of members shall be given at least 21 days and not more than 50 days prior to such meeting to all members in good standing. Such notice may be given in writing, electronically or otherwise. When given by mail, it is deemed to have been given at the time of mailing.

11.2 NOCI shall attempt in good faith to send notice to each voting member in good standing at the last known address of the member in keeping with Sec. 11.1 above; however, the absence of notice to any such member shall not invalidate the meeting nor any business conducted thereat.

QUORUM

12. At any meeting of members, 5% of the voting members shall constitute a quorum. (Those who are present and eligible to vote shall be at least 5% of all those who would be eligible to vote upon paying any unpaid dues.)

ELIGIBILITY TO VOTE

13.1 All members in good standing shall be entitled to vote, but not earlier than 15 days after becoming a member for the first time.

13.2 Proxy voting shall not be permitted.

PARLIAMENTARY AUTHORITY

14. Robert's Rules of Order Newly Revised, shall apply on all questions of procedure and parliamentary law not specified in these Bylaws, unless otherwise agreed to by a majority of those in attendance at the meeting.

DIRECTORS

15.1 The authority to transact all business of NOCI shall be invested in the Board of Directors, which shall have the power to delegate. The affairs of NOCI shall be carried out by the officers and various committee chairs under the guidance and control of the Board of Directors.

15.2 Every Director shall be at least 18 years of age, and must be an individual person, and must have a current membership in NOCI.

15.3 The Board of Directors shall consist of 9 members until such a time as the number of Directors is changed in accordance with these Bylaws.

15.4 At a meeting of the Board, 4 Directors shall constitute a quorum.

NOMINATIONS

16. At least 2 months prior to the election, the Board shall appoint a member in good standing to be the Nominating-Committee-chair whose duty it is to seek candidates to be elected to the Board at the annual meeting. The slate of candidates must be received by the newsletter-editor before the deadline of the last newsletter before the Annual General Meeting. The list of candidates and their biographies will appear in the newsletter and be circulated to the members before the Annual General Meeting. Nominations may also be accepted from the floor. Prior to the election at least one other member in good standing shall be appointed to serve on the Nominating Committee. Someone who is a candidate is not permitted to serve on the Nominating Committee.

ELECTIONS AND TERMS OF OFFICE FOR DIRECTORS

17.1 The Nominating Committee shall conduct the elections by secret ballot. The Directors shall be elected by secret ballot at the Annual General Meeting. Four of the Directors will be elected for a 2-year term at a meeting occurring in an even-numbered year. The other 5 will be elected for a 2-year term in an odd-numbered year. Members shall be eligible for re-election to the Board.

17.2 A Director's term of office commences at the conclusion of the annual meeting at which the Director is elected, and it expires at the conclusion of the annual meeting approximately two years hence.

17.3 Any vacancy occurring on the Board may be filled by appointment of the Board of Directors at their discretion for the duration of the vacated term.

REMOVAL OF A DIRECTOR

18. Any duly elected Director who fails to attend 3 consecutive Board Meetings without a reason acceptable to the Board, who is remiss in the performance of duties, or who is unsuitable in some other way, may be removed by a resolution of the Board of Directors passed by at least 2/3 of the Directors in attendance at such meeting, provided all Directors are given notice of such resolution at least 3 days prior to that meeting of Directors.

OFFICERS

19.1 The Executive of the Board shall consist of the following officers: President, Vice-President, Secretary, Treasurer, Membership-chair.

19.2 No Board member shall hold more than one office at any one time.

19.3 The Directors shall elect officers at the first meeting of the Board of Directors following the Annual General Meeting of Members, and the incumbent officers shall hold office until such time, even if such officer is not a director.

DUTIES

20.1 President:

(a) shall preside at all meetings, prepare agendas for all Board, special and annual meetings;

- (b) shall submit a report of the preceding year to the membership at the annual meeting;
- (c) shall be ex-officio member of all committees except the nominating committee.

20.2 Vice-President:

- (a) shall in the absence of the President exercise the duties of the President.

20.3 Secretary:

- (a) shall be responsible for recording the minutes of the Board, Special and Annual Meetings, and be prepared to make reference to them when asked;
- (b) shall give adequate notice to each Director of each Board Meeting;
- (c) shall be responsible for typing all correspondence and follow-up on same;
- (d) shall maintain the contact-info for directors, and shall circulate it to all directors whenever it changes.

20.4 Treasurer:

- (a) shall receive all funds of the organization; or shall receive appropriate documentation of deposits made by duly authorized NOCI directors;
- (b) shall make disbursements upon authority of the appropriate officer provided that budget approval has been obtained;
- (c) shall keep an accurate record of all funds and transactions;
- (d) shall submit a monthly report to the Board, and a report to the membership at the annual meeting which report shall be audited if the members so direct.

20.5 Membership-chair:

- (a) shall maintain the membership-list, including for each member a mailing-address, as well as an email-address and telephone-number if provided;
- (b) shall produce the mailing-list and emailing-list of members who are in good standing, for each newsletter, and for each meeting of members as described in article-11;
- (c) shall periodically make the membership-list available to other directors in both printed and electronic form;
- (d) shall determine whether quorum has been met at a meeting of members.

REMUNERATION AND INDEMNIFICATION OF DIRECTORS AND OTHERS

21.1 No remuneration shall be paid to officers or Directors, but the remuneration of all employees and agents elected or appointed by the Board shall be determined from time to time by resolution of the Board of Directors. All employees or agents in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board of Directors at anytime, with or without cause, provided that a majority of the Board shall vote in favour thereof. All cost, charges and expenses whatsoever which a Director or officer of NOCI incurs on behalf of NOCI, provided they are incurred as a result of actions authorized by the Board of Directors or its

policies, shall be reimbursed by NOCI. Directors and officers shall not be entitled to reimbursement for costs, charges or expenses that are occasioned by the wilful neglect of such officer or Director.

21.2 Subject to the provision of the Act, every director and officer of NOCI and his or her heirs, executors, administrators and other legal personal representatives, and other persons acting on the instruction of NOCI shall from time to time be indemnified and saved harmless by NOCI from and against;

(a) any liability and all costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her office; and

(b) all other costs, charges and expenses which he sustains or incurs in respect of the affairs of NOCI;

except to the extent caused by a lack of good faith of such director.

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

22.1 No director or officer for the time being of NOCI shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for any loss, damage or expense happening to NOCI unless the same shall happen by or through his or her failure to exercise the powers of a director and to discharge the duties of his or her office honestly, in good faith and in the best interest of NOCI.

22.2 If any director or officer of NOCI shall be employed by or shall perform services for NOCI otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for NOCI, the fact of being a director or officer of NOCI shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services, provided such interest of such Director is disclosed prior to such engagement.

SIGNING OFFICERS

23. All cheques of NOCI require the signatures of 2 of 3 designated officers, being Treasurer, President or Vice-President.

DEALING WITH PROPERTY OF THE CORPORATION

24. Without in any way restricting the generality of any of the foregoing dealing with the powers of the Directors, the Directors may deal with the property of NOCI in any manner deemed by them advisable but no resolution providing for the sale or other disposition of a substantial portion of NOCI's property shall be valid unless sanctioned by a vote of more than 2/3 of the eligible members present at a meeting of members called to consider same.

EXECUTION OF INSTRUMENTS

25. Contracts, documents or any instruments in writing requiring the signature of NOCI may be signed by the President, or the Vice-President, and one other Director of NOCI, and all contracts, documents, instruments in writing so signed shall be binding upon NOCI without any further authorization or formality.

FISCAL YEAR

26. The fiscal year shall begin January 1 and end the last day of December in each year.

FINANCIAL STATEMENTS

27. The Board of Directors shall obtain each year a Financial Statement setting forth the financial affairs and activities of NOCI for the year. The members of NOCI may appoint an auditor or auditors (excluding members of the Board of Directors) to audit the Financial Statement of NOCI and the books of the Treasurer and to submit a report thereon to the members.

AMENDMENTS

28. These Bylaws may be amended at any meeting of the members at which proper notice to such proposed amendment is given to the members, provided such amendment is approved by a 2/3 majority vote of the eligible members attending.

DISSOLUTION

29.1 NOCI may be dissolved by a 2/3 vote of the eligible members attending a special meeting called for that purpose.

29.2 After dissolution any funds or assets of NOCI remaining after satisfaction of its debts and liabilities shall be distributed to another bona fide conservation group at the discretion of the Board at the time.

ENACTED THIS 4th day of March, AD 2016.

WITNESS THE SEAL OF THE CORPORATION

NATIVE ORCHID CONSERVATION INC.

Per: P. Bernard Ad President

Per: Roger Kaye Secretary

