

# **BYLAWS of The Carpentries**

## **ARTICLE I NAME**

Section 1.01 The name of the organisation is The Carpentries, Inc. ("The Carpentries").

## **ARTICLE II OFFICES**

Section 2.01 The principal office of The Carpentries shall be located at such place within the State of Delaware as shall be fixed from time to time by resolution of the Board of Directors (the "Board"), and if no place is fixed by the Board, such place shall be fixed by the Board Chair. The Carpentries may also have such other offices within and without the State of Delaware as the Board may from time to time determine or the business of The Carpentries may require.

## **ARTICLE III PURPOSE**

Section 3.01 The purposes of The Carpentries shall be those set forth in the Articles of Incorporation of The Carpentries, as may be amended from time to time (the "Articles of Incorporation").

Section 3.02 Nonprofit Status. The Carpentries is organized and shall be operated as a non-stock, not-for-profit Corporation under Delaware General Corporation Law ("DGCL"). The Entity is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organisations that qualify as exempt organisations described under Section 501(c)(3) of the Internal Revenue Code.

## **ARTICLE IV NO MEMBERS**

Section 4.01 No Members. The Carpentries shall have no members within the meaning of Delaware General Corporation Law ("DGCL"). Any action that would otherwise require the approval of the members shall only require approval by the Board.

Section 4.02 Community. The Board may refer to individuals or organisations associated with The Carpentries as "Members", "Community Members", or "Member Organisations" and adopt policies and procedures including the admission and rights of any such persons or organisations as covered in Article V Community. Such persons are not "members" within the meaning of Delaware General Corporation Law ("DGCL").

## **ARTICLE V COMMUNITY**

Section 5.01 Community Members are defined as those individuals or organisations that provide or receive services, support, or funding to or from The Carpentries. Community Members may be referred to as Members or Community Members as described in Section 4.02.

Section 5.02 Member Organisations. Institutions committed to supporting the maintenance and growth of The Carpentries community according to the specific details outlined in each institution's Membership Agreement. In general, Member Organisations financially support The Carpentries in exchange for priority access to instructor training and guidance in building training capacity at their institutions.

Section 5.03 Individual Community Members. Individuals that are involved with The Carpentries in a variety of functions and levels as defined and detailed in The Carpentries' Handbook.

Section 5.04 Individual Community Members meeting one of the following conditions are eligible to nominate and elect At-Large Directors to the Board and to vote for At-Large Directors (Section 6.03) in all Board elections.

- (a) Every individual who has completed Instructor or Trainer certification in the past year
- (b) Every individual who has completed their Instructor or Trainer certification in the last two years and has taught at least one official workshop of The Carpentries
- (c) Every individual who is a certified Instructor or Trainer and has taught at least two official workshops of The Carpentries in the past two years
- (d) Any individual who has contributed to The Carpentries through participation on a Committee or Task Force, serving as a mentor or maintainer, or otherwise making a significant contribution to any Lesson Program or The Carpentries in the past year, as and thus is considered active in the community.

## ARTICLE VI BOARD OF DIRECTORS

Section 6.01 Powers.

- (a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and herein, the activities and affairs of The Carpentries shall be conducted, and all corporate powers shall be exercised by or under the direction of the Board of Directors (the "Board").
- (b) The Board may delegate the management of The Carpentries' activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of The Carpentries shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Number. The authorized number of directors of The Carpentries shall be not less than seven (7) nor more than thirteen (13); provided that the minimum number or maximum number, or both, may be increased or decreased from time to time by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board (as defined in Section 6.04 herein) and no decrease shall shorten the term of any director then in office. The exact number of authorized directors shall be fixed, within the limits set forth in this Section, by resolution of the Board.

Section 6.03 At-Large Directors. At least Thirty-three (33) percent of the total Board shall be comprised of At-Large Directors representing and elected by Individual Community Members as described in Section 5.04.

Section 6.04 Entire Board. As used in these bylaws, the term "Entire Board" shall mean the total number of directors then in office.

Section 6.05 Qualifications. Each director shall be at least 18 years of age. At-Large Directors must be currently active in The Carpentries' Community as defined in Section 5.01.

Section 6.06 Election and Term of Office.

(a) Director Election. A person shall be nominated to the Board by a director and elected by a majority of the Board at each annual meeting of the Board. New terms begin at the first board meeting following the annual board meeting.

(b) At-Large Director Election. A person shall be nominated to the board and elected by a majority of the Individual Community Members who submit votes prior to the annual meeting of the board. New terms begin at the first board meeting following the annual board meeting.

(c) Term of Office. For the purpose of staggering the directors' terms of office, the Board shall divide the directors serving at the time of the adoption of these by-laws, and any additional directors appointed at such time, into two classes. Each such class shall be appointed to a term of, two (2), or three (3) years. At the conclusion of the initial term, each director's subsequent term shall be for three (3) years or until the election and qualification of a successor for a maximum of eight (8) or nine (9) years respectively, or until such director's death, resignation, or removal. In the event of an increase or decrease in the number of directors, additional directors may be elected to terms of, two (2), or three (3) years as may be necessary to maintain staggering among classes of directors.

Section 6.07 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of death, resignation, or removal of a director, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the next annual meeting or end of the term of the vacant position or end of the term of the class of directors to which the director has been so elected and until such director's successor is elected and qualified.

Section 6.08 Removal.

(a) Any director may be removed at any time without cause by a majority of the Entire Board at a regular or special meeting called for that purpose, or with cause by a majority of the directors present at such a meeting where there is a quorum. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed by a majority of the other Directors then in office (i) for engaging in any conduct, either within or without the Entity, that is contrary to the interests of the Entity or to the advancement of the Entity's goals, (ii) for persistent failure to contribute materially to advancing the business of the Board, or (iii) failing to attend a sufficient number of Board meetings.

- (b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

Section 6.09 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the Board Chair, or the Secretary of The Carpentries, except if such resignation would leave The Carpentries without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section 6.10 Annual and Regular Meetings. The Board shall hold an annual meeting, at a time and place fixed by the Board, at which meeting the Board shall elect directors, appoint officers, and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times, places, and frequency as may be fixed by the Board on an annual basis by resolution or as specified in the notice of the meeting.

Section 6.11 Special Meetings. Special meetings of the Board may be held at any time upon the call of the Board Chair, the Chair-Elect, the Secretary, or any two (2) directors, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 6.12 Place of Meetings. Meetings of the Board may be held at any place within or without the State of Delaware that is designated in the notice of the meeting.

Section 6.13 Notice of Meetings.

- (a) No Notice Required. No notice of a regular meeting shall be required where the time and place of the meetings are fixed by these bylaws or by Board resolution, as permitted under Section 6.10. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to the director.
- (b) Notice Required. Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by these bylaws or by Board resolution, shall be given to each director.
- (c) Delivery of Notice. Notice, when required, shall be given to each director by one of the following methods:
  - (i) First-class mail, with prepaid postage thereon;
  - (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
  - (iii) Email, facsimile transmission, or other electronic means; or
  - (iv) Personal delivery of oral or written notice, including by courier service.

Such notice shall be addressed or delivered to each director at their address or contact information as it appears on the records of The Carpentries.

(d) Timing of Notice. Notice must be given to each director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.

(e) Content of Notice. Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these bylaws.

Section 6.14 Quorum and Action of the Board. The presence of a majority of the Entire Board shall constitute a quorum for the transaction of business. Any act approved by a majority of the directors present at a duly held meeting at which a quorum is present is the act of the Board, unless DGCL, the Articles of Incorporation, or these bylaws require a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors leaving less than a quorum, if any action is approved by at least a majority of the directors who constitute the required quorum for the meeting, or such greater number as required by the DGCL, the Articles of Incorporation, or these bylaws.

Section 6.15 Meeting by Remote Communication. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, electronic video screen communication, or electronic transmission by and to The Carpentries. Participation by conference telephone or electronic video screen communication constitutes presence in person if all directors participating in the meeting can communicate with one another. Participation by electronic transmission by and to The Carpentries (other than conference telephone or electronic video screen communication) constitutes presence in person if each participating director can communicate concurrently with all other participating directors, each director has the means to participate in all matters before the Board, including the ability to propose or object to a specific action proposed to be taken, and the transmission creates a record that is capable of retention, retrieval, and review, and may thereafter be rendered into clearly legible tangible form.

Section 6.16 Adjournment of Meeting. A majority of the directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

Section 6.17 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing and the number of directors or committee members then serving constitutes a quorum. For purposes of this Section 6.17 only, "all of the directors or committee members" shall not include any interested director as defined in DGCL. The written consent shall be filed with the minutes of the proceedings of the Board or committee. The action by written consent shall have the same force and effect as a unanimous vote of the directors or committee members.

Section 6.18 Compensation. The Carpentries shall not pay compensation to directors for services rendered to The Carpentries as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to The Carpentries. A director may receive reasonable compensation for the performance of services provided to The Carpentries in any capacity

separate from his or her responsibilities as a director when so authorized by a majority of the directors then in office.

## ARTICLE VII COMMITTEES

Section 7.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of one (1) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to:

- (a) Approve any action for which the DGCL, the Articles of Incorporation, or these bylaws requires approval by the Entire Board.
- (b) Fill vacancies on the Board or in any committee which has the authority of the Board.
- (c) Amend or repeal the bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) Appoint committees of the Board or the members thereof.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law.

Section 7.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and the other committees of the Board shall be subject at all times to the direction of the Board.

Section 7.03 Alternate Members. The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section 7.04 Committee Term. Terms of Committees shall be determined by the Board when forming and appointing said committee.

Section 7.05 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees may, but need not, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE VIII  
OFFICERS

Section 8.01 Officers. The officers of The Carpentries shall consist of at least a Board Chair (President), Chair-Elect (Vice President), a Secretary, and a Treasurer or a Chief Financial Officer or both. The Board may from time to time appoint such other officers, including an Executive Director and a Chair Emeritus as it may determine. All officers shall be elected or appointed by the Board. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of Board Chair and Secretary or Treasurer.

Section 8.02 Election, Term of Office, and Qualifications. The officers of The Carpentries shall be elected by a majority vote of the Board at the annual meeting of the Board, and each officer shall serve at the pleasure of the board and hold office until a successor is chosen and elected or appointed, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold their office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Except as may otherwise be provided in the resolution of the Board choosing an officer, no officer except the President need be a director. All officers shall be subject to the supervision and direction of the Board.

Section 8.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the entire Board present at a duly held meeting at which a quorum is present, subject to the rights, if any, of an officer under any contract of employment.

Section 8.04 Resignation. Any officer may resign at any time by giving thirty (30) days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of The Carpentries under any contract to which the officer is a party.

Section 8.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section 8.06 Board Chair. The Board Chair shall be a director and preside over all meetings of the Board. They shall have the general powers and duties of supervision and management of The Carpentries which usually pertain to the office and shall perform all such other duties as are properly required by the Board.

Section 8.07 Chair-Elect. The Chair-Elect shall be a director and preside over all meetings of the Board if there is no Board Chair or in the Board Chair's absence. The Chair-Elect shall exercise and perform such other powers and duties as may from time to time be assigned by the Board.

Section 8.08 Secretary. The Secretary shall have the following powers and duties, and such other powers and duties as usually pertain to the office or as are properly required by the Board:

- (a) Articles and Bylaws. The Secretary shall keep or cause to be kept the original or a copy of The Carpentries' Articles of Incorporation and these bylaws, as amended, within a secured electronic location.

(b) Minutes and Resolutions. The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of the Board and its committees. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form. The bylaws and the minute book shall be open to review by any director at all reasonable times.

(c) Notices and Reports. The Secretary shall give and serve all notices and reports as required by law and these bylaws.

(d) Corporate Seal. The Secretary shall keep the electronic corporate seal, if any, to sign such instruments as require the seal and their signature.

Section 8.09 Treasurer or Chief Financial Officer. The Treasurer or Chief Financial Officer shall have the following powers and duties, and such other powers and duties as usually pertain to the office or as are properly required by the Board:

(a) Books of Account. The Treasurer or Chief Financial Officer shall have custody of all the funds and securities of The Carpentries and shall keep and maintain full and accurate accounts of all deposits, disbursements, properties, and business transactions of The Carpentries. The books of account shall be open to inspection by any director at all reasonable times.

(b) Deposits and Disbursements. The Treasurer or Chief Financial Officer shall deposit all moneys and other valuable effects in the name and to the credit of The Carpentries in the depositories designated by the Board and shall disburse the funds of The Carpentries as may be ordered by the Board.

(c) Financial Report. The Treasurer or Chief Financial Officer shall render to the Board Chair and any of the directors of The Carpentries, at the each scheduled meeting of the Board and upon request, an account of transactions as Treasurer and of the financial condition of The Carpentries.

(d) Inspection. The Carpentries' books of accounts and records shall be open to inspection at all reasonable times to the Board Chair and any of the directors of The Carpentries upon request.

Section 8.10 Executive Director. The Executive Director, if any, shall preside over the day-to-day affairs of The Carpentries and perform such other duties and have such other powers prescribed under the direction of the Board Chair. The Executive Director shall have the sole power to hire, supervise, and terminate all The Carpentries' employees, including officers that are employees, subject to the terms of any employment contract.

Section 8.11 Additional Officers. The Board may from time to time appoint such additional officers recommended by the Executive Director as it shall deem necessary. To the fullest extent allowed by law, the Board may prescribe or empower the Executive Director to determine each additional officer, respective title, term of office, authority, and duties.

Section 8.12 Compensation. The salaries of The Carpentries' officers shall be fixed from time to time by the Board or by a committee to which the Board has delegated such authority. No officer shall be prohibited from receiving compensation because the officer is also a director of The Carpentries as long



as such compensation is permitted under Section 6.18 of these bylaws. The salaries of all officers shall be just and reasonable and given in return for services actually rendered for The Carpentries.

Section 8.13 Compensation of Certain Officers. The Board, or an authorized committee of the Board shall review and approve the compensation, including benefits, of every person, regardless of title, with the powers, duties, or responsibilities of the Executive Director, Secretary, Treasurer, Chief Financial Officer, and any additional officers (Section 8.11) to assure that it is just and reasonable. This review and approval shall occur:

- (a) Initially upon the hiring of the officer.
- (b) Whenever the term of employment, if any, of the officer is renewed or extended.
- (c) Whenever the officer's compensation is modified (unless a similar modification of compensation is applied to all other employees).

#### ARTICLE IX EXECUTION OF INSTRUMENTS; DEPOSITS

Section 9.01 Contracts and Instruments. The Board may authorize any officer or agent of The Carpentries to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of The Carpentries. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 9.02 Deposits. The funds of The Carpentries shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

#### ARTICLE X INDEMNIFICATION AND INSURANCE

Section 10.01 Definitions. For purposes of this Article X, capitalized terms used herein shall have the meanings set forth in this Section 10.01:

- (a) "Agent" means any person who (i) is or was a director, officer, employee, or other agent of The Carpentries; (ii) is or was serving at the request of The Carpentries as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or (iii) was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of The Carpentries or of another enterprise at the request of the predecessor corporation.
- (b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.
- (c) "Expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under this Article X or DGCL.

(d) "Third-Party Actions" means any action or proceeding other than those by or in the right of The Carpentries to procure judgement in its favor.

Section 10.02 Indemnification in Third-Party Actions. The Carpentries shall, to the fullest extent now or hereafter permitted by law, indemnify any Agent of The Carpentries made, or threatened to be made, a party to any Third-Party Action by reason of being an Agent of The Carpentries, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, including reasonable attorneys' fees, if the Agent:

- (a) Acted in good faith.
- (b) In a manner the Agent reasonably believed to be in the best interests of The Carpentries.
- (c) In the case of a criminal proceeding, had no reasonable cause to believe the Agent's conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Agent did not act in good faith and in a manner which the person reasonably believed to be in the best interests of The Carpentries or that the Agent had reasonable cause to believe that the Agent's conduct was unlawful.

Section 10.03 Indemnification in Other Actions. The Carpentries shall indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of The Carpentries, or brought under DGCL regarding self-dealing transactions, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

- (a) In good faith.
- (b) In a manner the Agent believed to be in the best interests of The Carpentries.
- (c) With such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 10.04 Limitation on Indemnification in Other Actions. No indemnification shall be made under:

- (a) In respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to The Carpentries in the performance of the Agent's duty to The Carpentries, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

Section 10.05 Mandatory Indemnification. The Carpentries shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any

proceeding described in Sections 10.02 and 10.03 of these bylaws, or in defense of any claim, issues, or matter therein.

Section 10.06 Jurisdiction of Delaware Court of Chancery. The Delaware Court of Chancery shall have jurisdiction to hear and determine all actions for indemnification.

Section 10.07 Insurance. The Carpentries may purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not The Carpentries would have the power to indemnify the Agent against that liability under DGCL; provided, however, that The Carpentries shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of DGCL.

Section 10.08 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by The Carpentries before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article X or DGCL.

## ARTICLE XI GENERAL PROVISIONS

Section 11.01 Fiscal Year. The fiscal year of The Carpentries shall be the calendar year unless otherwise provided by the Board.

Section 11.02 Corporate Seal. The corporate seal, if any, shall meet DGCL requirements. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner electronically produced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

Section 11.03 Books and Records. The Carpentries shall keep in a secure electronic format correct and complete books and records of the activities and transactions of The Carpentries, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section 11.04 Records Retention and Destruction Policy. In any instance where The Carpentries faces issues related to document retention, it shall follow the procedures and rules set out and adopted, if any, from time to time by the Board.

Section 11.05 Annual Returns. The Entire Board shall review The Carpentries annual filing with the Internal Revenue Service before it is filed.

Section 11.06 Director Reports. The Board shall determine the report types and frequency of reports to be prepared and distributed to directors including any regulatory or compliance-related reports.

Section 11.07 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE XII  
CONFLICT OF INTEREST TRANSACTIONS and ANTITRUST

Section 12.01 Conflict of Interest Transactions. No contract or transaction between The Carpentries and one or more of its Directors or Officers, or between The Carpentries and any other organisation in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such Director or Officer is present at or participates in the meeting of the Board which approves the contract or transaction or solely because their vote is counted for such purpose if the material facts as to their relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and a majority of disinterested Directors in good faith approve the contract or transaction.

Section 12.02 Antitrust Compliance. The Entity will conduct all of its activities in conformance with all international, U.S. federal, and state antitrust laws. The Board or Officers shall consult legal counsel whenever necessary to ensure that the activities of The Carpentries are conducted in conformance with such laws.

ARTICLE XIII  
AMENDMENTS

Section 13.01 Bylaw Amendments. The Board may adopt, amend, or repeal bylaws by the affirmative majority vote of the Board. Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

ARTICLE XIV  
NON-DISCRIMINATION

Section 14.01 In all of its dealings, neither The Carpentries nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, disability status, or any category protected by state or federal law.

ARTICLE XV  
DISSOLUTION

Section 15.01 The Carpentries may be dissolved upon the affirmative vote of at least sixty-six (66) percent of current directors of the Board provided that:

(a) such dissolution is otherwise approved and effected in compliance with the then current requirements of the DGCL, and

(b) upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or be distributed to a governmental entity, for a public purpose. Any such assets not disposed of shall be disposed of by a court of jurisdiction in Delaware, exclusively for such purposes or to such organization or organizations, as said Court shall determine.

ARTICLE XVI  
REFERENCE TO ARTICLES OF INCORPORATION

Section 16.01 References in these bylaws to the Articles of Incorporation shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Articles of Incorporation and these bylaws, the Articles of Incorporation shall govern.

[SIGNATURE PAGE FOLLOWS]

The undersigned, John Chodacki, hereby certifies that [they] are the duly elected and acting President of The Carpentries, Inc., a Delaware Nonprofit Corporation, and that the foregoing bylaws were adopted as the bylaws of The Carpentries as of Delaware and that the same do now constitute the bylaws of The Carpentries.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of The Carpentries as of this \_\_\_\_ day of \_\_\_\_\_ 2023.

The Carpentries, Inc.

By:

Name: John Chodacki

Title: President