

The Dispute Resolution Board Foundation



Dispute Resolution Board Foundation

Policy and Administrative
Procedures Handbook



Dispute Resolution Board Foundation Policy & Procedure Handbook

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DOCUMENT MANAGEMENT, RETENTION AND DESTRUCTION

PURPOSE

The Document Retention and Destruction Policy identifies the record retention responsibilities of DRBF staff and the Executive Board of Directors for maintaining and documenting the storage and destruction of the DRBFs documents and records.

The document retention policy sets guidelines and facilitates Executive Board of Directors' fulfillment of the duty of care, establishes transparency and ensures compliance.

RESPONSIBILITY

Executive Board of Directors and DRBF Staff

Document Management Policy

1. The DRBF will collect only relevant personal and professional information for the purposes of membership and Dispute Board activities.
2. The DRBF requires express consent to receive information and communications. Communications always include an opt-out option.
3. The DRBF may have legacy information which pre-dates this policy. DRBF staff will make efforts to identify and update any records accordingly.
4. The DRBF will never sell lists of our database, however, may share personal details with the Dispute Board (DB) community, which may include DB users (non-members) and other DRBF members.

Document Retention/Record Keeping Policy

1. Paper or electronic documents indicated under the terms for retention in the following table will be transferred to and maintained by DRBF staff.
2. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.
3. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards and in accordance with IRS guidelines.
4. At the discretion of the Executive Director, certain documents may be kept for the sake of history or institutional memory, and should be maintained permanently. This may include past version of the DRBF *Forum*, training workshop workbooks, conference programs, archived membership directories, photos, etc.
5. When a board member or employee leaves the DRBF, electronic documents may be will be transferred from all individual computers, data bases, networks, and back-up storage to DRBF staff.



MEMBERSHIP PROCEDURES

PURPOSE

To provide a procedure to formalize the administration of membership in the DRBF in compliance with ARTICLE III of the BYLAWS of the Dispute Resolution Board Foundation, Inc. (DRBF).

RESPONSIBILITY

Administrative Staff of the DRBF.

BACKGROUND

DRBF membership is a critical component of the DRBF. Processes and procedures are to be designed to encourage the attraction and retention of members.

PROCEDURE

Membership Procedure #1 – Enrollment

1. Enrollment is to be completed online at www.drbf.org; staff may assist anyone who has difficulty registering online.
2. Applicants should complete all applicable sections of the membership enrollment form including: contact information, level of membership, payment information, relevant experience and expertise, and other informational fields available.
3. Staff will process all memberships and provide new member communications.

Membership Procedure #2 – Dues Collection

1. Membership fees must be paid in full to be an active member, unless prior arrangements are agreed.
2. Online processing of credit card information will be via the secure portal on the DRBF website, currently administered by Payroc via MemberClicks/Personify.
3. Due to the nature of overseas processing, some members may choose to prepay membership. The DRBF may accept multiple years of advance membership prepayment. This will be determined on a case by case basis by administrative staff.

Membership Procedure #3 – Membership Term Membership is valid for one calendar year which runs from January 1 through December 31.

Membership Procedure #4 – New Member Policies



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1. For **new** members joining after July 1, the membership fee should be 50% of the full fee and is due at the time of enrollment. This does not apply to any former members who have a lapse in their membership. Membership expires at the end of the current year.
2. For **new** members joining after September 15, membership begins immediately but the fees collected should apply to the next membership year and is due at the time of enrollment.
3. At the discretion of the Executive Director, membership may be extended for members joining prior to September 15 when registering for an event which occurs after this date.

Membership Procedure #5 - Renewals

1. Renewal notices/invoices for the next membership year should be sent out to all current members no later than December 1.
2. Renewal reminders will go out periodically until the end of the grace period (28 February).
3. At the end of the grace period, the Staff should update all contact lists, websites and event planning websites with an updated membership list for the current membership year. All members who have failed to renew will be removed from the membership list and their status will be changed to “prospect.”
4. All prospect members may pay their memberships at any time to become a member in good standing again. Those members should be updated in the membership tracking system and updated on all contact platforms as they occur. No matter the date of renewal, the dues are always the full amount for the year.

Membership Procedure #6 – Membership Levels

1. Founding Member –Refers to the four authors of the Construction Dispute Review Board Manual.
2. Charter Membership – This level is no longer active and was reserved for members contributing not less than \$500 to the Foundation prior to August 31, 1996. Charter Members may be referred to in individual profiles and DRBF publications.
3. Emerging Market Member - Any individual residing in an emerging market nation as defined by the World Bank or designated by the DRBF.
4. Student Member - Any individual enrolled as a full-time student in an accredited post-secondary educational institution having an interest in the activities of the DRBF.
5. Emeritus – An individual who is no longer active and meets the stated requirements for years of previous membership.
6. All other membership levels shall be set by the Executive Board consistent with the bylaws, with input from the Finance Committee and Regional Boards of Directors and implemented by administrative staff.

Membership Procedure #7 – Membership Level Fees

1. Membership fees should be reviewed annually by the DRBF board and/or relevant committees.



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2. Membership fee changes may be recommended by regional boards, membership committees, or the finance committee and must be approved by the Executive Board.
3. Any changes to the membership fees must be announced no later than sixty (60) days prior to the start of the next fiscal year.
4. Florida State members are assessed an additional Florida Chapter Dues fee on top of the normal DRBF membership fee. This goes to support the Florida Chapter. Any changes to the Florida Chapter Dues fees should be determined by the Florida Chapter Board and the Executive Board.

Membership Procedure #8 - Honorary Membership Policy

1. At the discretion of the Executive Board and the Executive Director, Honorary membership may be extended to current or past Board members who are no longer active in the DRBF community due to retirement, health reasons or other. This membership type will no longer receive renewal notices, but will remain on the membership directory and will continue to receive DRBF communications.

Membership Procedure #9 – Complimentary User Membership Policy

1. At the discretion of the Executive Board, the Executive Director, and Regional Boards of Directors, complimentary membership may be granted on a year-by-year basis to users and decision makers of the DB process. The DRBF recognizes that public and government agencies may not be allowed to purchase membership due to rules, regulations and/or restrictions. The DRBF values user members for their contribution to the DB process.

Membership Procedure #10 – Membership as a Sponsorship Benefit

1. Membership may be granted at certain levels of sponsorships, generally Silver and higher. At the discretion of the Executive Director, memberships may be extended to the next membership year in cases where the sponsorship occurs in the last quarter of the current membership year.
2. At the discretion of the Executive Director, additional memberships may be granted to certain sponsor levels on a case by case basis when considered as part of a sponsorship package.



BOARD MEETING POLICY

PURPOSE

The Board is elected by the DRBF's voting members to manage the affairs of the organization. It is intended that Board members are provided with an opportunity for open and frank discussions at all meetings of the Board. Article V of the DRBF Bylaws establishes the broad rules and key procedures for conducting meetings of the Board (i.e., what constitutes a quorum, attendance, vacancy, etc.). This policy provides additional detail regarding some of these rules and procedures and also establishes other details that are not explicitly addressed in the Bylaws, such as guest attendance at Board meetings and electronic voting methods.

SCOPE

This policy applies to all Board meetings (inclusive of Executive and Regional Boards) that are held virtually, in person or by hybrid methods.

NOTICE AND FORMAT OF BOARD MEETINGS

Board meeting schedules are set on an annual basis. All Board members are notified regularly by several methods:

- In the formal minutes and published agenda of all Board meetings which are circulated to Board members following each meeting.
- Posted to the DRBF website in the relevant locations.
- By calendar invitations (note: some mail systems do not sync with these notices and are provided only as a courtesy and should not be relied on over the other published methods).

Routine Board meetings are typically held virtually via Zoom meeting or other such communication method. Most boards hold in-person meetings, usually in conjunction with a DRBF conference. Duration is at the discretion of the board.

BOARD MEETING MATERIAL

All material related to the business of the Board at a scheduled meeting is distributed electronically to all Board members prior to the meeting. Most Boards also post materials on the DRBF website in an appropriate location, and Board Members are given instructions on how to access these materials during Board Member Orientation.

BOARD MEETING ATTENDEES

Board Members

All duly elected and certified and appointed Board Members are invited to every meeting.



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Ex-officio Board Members

Ex-officio Board members may be invited to attend a meeting of the Board. All Ex-officio members shall respect the DRBF Board Member Code of Conduct. Although ex-officio Board members are not entitled to vote and do not count towards quorum, they are entitled to propose and support motions.

Invited Guests

The chair of the meeting may, at their discretion, invite individuals to attend a Board meeting for a specific purpose, in order to take part in the Board discussion and/or to provide the Board with additional information on a particular topic. The individual would normally participate for the designated agenda item and then be asked to leave at the conclusion of the discussion or at the end of their presentation.

Staff

DRBF staff member(s) attend all Board meetings for administration of the meeting and reporting as relevant.

DRBF Member as Observer

A member of the DRBF wishing to attend a Board meeting as an observer must make a written request to the relevant Board President at least five business days prior to the Board meeting indicating why they wish to attend. A member's request to attend a Board meeting is subject to the approval of the President who will then advise the Board members accordingly. The President may designate, at his or her discretion, some agenda items as "no observers," and ask the observer to leave the meeting during the discussion of these items.

MEETING PROCEDURES

All meetings of the members shall be conducted with the procedures set out in Roberts Rules of Order or a similar standardized parliamentary procedure (to be included in Board Member Orientation) as may be adopted by the relevant Board, provided, that any rules or processes established by applicable law, the Articles of Incorporation, the Bylaws, or by resolution of the Board shall take precedence over any conflicting procedures.

In addition, the following procedures apply:

1. In the case of new business to be presented to the Board:
 - a. The topic should be presented to the President for consideration to be added to the agenda.
 - b. If approved, the presenting party prepares a discussion paper using the DRBF template.
 - c. Discussion papers are circulated to the Board as soon as prepared, at least one week prior to the meeting.
2. Routine reports should be included under the "consent agenda" with discussion restricted to questions from Board members.



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VOTING

Voting on all matters brought before the Board shall be held in accordance with the relevant bylaws and Board resolutions.

- Members of the Board may vote at a meeting of the Board only if they are considered to be present.
- The Board may, at its discretion, allow a vote by email.
- The Board may, at its discretion, call a special session or meeting for the purposes of voting on a motion.

CONFLICT OF INTEREST

All Board members shall respect the DRBF Conflict of Interest Policy, and may recuse themselves from a Board meeting or a specific agenda item.

EXECUTIVE SESSION

There may be times during a Board meeting when the chair of the meeting may determine, at their discretion, that a discussion should be limited to members of the Executive Committee of the Board (i.e., President, President-elect, Past-president, Secretary/Treasurer). Such a discussion would be considered an Executive Session.

The chair may also invite other guests (e.g., staff, external visitors) to participate in such Executive Sessions, as they deem appropriate or necessary.

Executive Sessions may be held to discuss any topic, but should particularly be considered when discussing the following:

- Personnel matters about any identifiable individual, including employees, directors, participants, or members
- Strategically or commercially sensitive business matters, including confidentiality agreements with third parties
- Litigation or potential litigation
- The receiving of advice that is subject to privilege, including communications necessary for that purpose

No formal attendance or minutes of Executive Session discussions will be taken. However, for administrative and historical purposes, a Board decision that is taken during an Executive Session will be referenced, as appropriate based on the nature of the decision, in the Board meeting's formal minutes.



STRATEGIC PLANNING

PURPOSE

To establish a mission-driven strategic planning process that includes broad inclusion of organizational leadership to translate DRBF mission and values into actionable and measurable goals, strategies, initiatives, and programs. The plan will provide direction for both long and short-term decision-making by the Executive Board of Directors and to fulfill the mission of the organization and make choices among competing demands for capital investment, changing market conditions, and staff resources.

RESPONSIBILITY

DRBF Executive Board of Directors, Regional Board of Directors, and DRBF Staff.

Strategic Planning Policy

The Executive Board of Directors will play an active role in the strategic planning process. The board will:

1. Conduct an in-person strategic planning session every three years, or as scheduled by the Board.
2. Include funding in the budget to accommodate the in-person meeting.
3. Provide advanced notice of the strategic planning session to maximize full Board participation.
4. Utilize an external facilitator to guide the overall process.
5. Utilize other relevant consultants as needed.
6. Adopt and publish a five-year strategic plan which is distributed to all members.

Strategic Planning Procedure

1. Previous strategic plan is reviewed.
2. Key areas are identified to be discussed and discussion leaders are assigned from the Board members to develop the topic and lead the discussion.
3. Staff will provide necessary background materials and prepare board packet for distribution in advance of the strategic planning meeting.
4. The board will adopt an annual plan that focuses on strategic priorities of the organization.
5. Formally approve the strategic plan.
6. Staff will distribute the plan to members.



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Strategic Plan Implementation Process

1. The Regional Board Presidents are responsible for carrying forward the approved Strategic Plan for implementation at the regional level.
2. Over the course of the year, all board meeting agendas are prepared around the framework of the strategic plan and on how the organization can ensure successful execution against plan goals.
3. Perform periodic monitoring of progress toward achieving strategic goals and implement corrective actions as necessary to accommodate changing conditions.



ANNUAL AND SPECIAL MEETING POLICY

PURPOSE

In accordance with the bylaws Article IV Membership Meetings and Voting, the Dispute Resolution Board Foundation (“DRBF”) shall hold an Annual Meeting of the membership. This policy clarifies the Annual Meeting requirements and logistics.

LOCATION

At the discretion of the DRBF Executive Board of Directors, the Annual Meeting shall be held in-person, at a location of their choosing. Members will be given notice no less than thirty (30) days prior to the Annual Meeting of the date, time, and place of the meeting. In accordance with Wisconsin law, the Annual Meeting, and other membership meetings, may be held virtually under certain circumstances, such as a global pandemic.

The DRBF will live stream the meeting when possible, to accommodate the global membership and enhance transparency. The meeting will thus be recorded, posted and distributed to the membership.

CONTENT

As provided for in Wisconsin law, the Annual Meeting notice need not state the details of the business to be conducted, unless the business to be transacted includes a matter for which a vote of the membership is expressly required.

The DRBF routinely provides an Annual Financial Report, which is presented at the meeting and distributed in writing to the full membership and posted to the website in the governance section. Representatives of the Executive Board may also present highlights of the previous year, current initiatives, and field questions from members.

SPECIAL MEETINGS

A special meeting of the membership may be called by the President of the Executive Board of Directors, or a majority of the Executive Board of Directors. Additionally, a special meeting may be requested by written request of at least one-quarter of the regular DRBF members in good standing and describing one or more purposes for the meeting and delivered to an officer of the DRBF. Notice of special meetings shall be given to the membership at least ten (10) days in advance, or at least thirty (30) days in advance if notice is mailed by a method other than first class or registered mail, but not more than sixty (60) days in advance of the meeting.

QUORUM



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At any meeting of the members, either annual or special, the regular members present in person or by proxy shall constitute a quorum for the transaction of business regardless of the number of people present.

VOTING MEMBERS AND PROXIES

Each member shall have one vote. Member dues must be paid in full at the time of the vote. Members may assign a proxy by submitting the person's name in writing to the DRBF Executive Secretary prior to the meeting at which they are being asked to vote. Proxies shall remain valid for no more than sixty (60) days from the date of its execution.

VOTING

Any action that requires voting by the membership may be conducted by US mail ballot, fax ballot, electronic mail ballot, or any other method of voting provided by Wisconsin Law. Such voting shall be subject to the same quorum and notice requirements as a meeting held in person.

Due to the global membership, DRBF typically administers votes electronically.

- Members are provided with the motion and any relevant information for consideration.
- Deadlines are clearly stated, and at least one reminder notice sent before the close of the voting period.
- Members are notified of the results either by email and/or in person.

PROCEDURES

All meetings of the members shall be conducted with the procedures set out in Roberts Rules of Order or similar standardized parliamentary procedure as may be adopted by the Executive Board of Directors, provided that any rules or processes established by applicable law, the Articles of Incorporation, Bylaws, or resolution of the Board shall take precedence over any conflicting procedures.



COOPERATIVE AGREEMENTS WITH OTHER ORGANIZATIONS

PURPOSE

To provide a procedure to formalize the exchange of information concerning DBs between the DRBF and public and private organizations whether non-profit, government or others, in compliance with ARTICLE II B of the BYLAWS of the Dispute Resolution Board Foundation, Inc. (DRBF).

RESPONSIBILITY

Officers, Board of Directors, and DRBF Staff.

BACKGROUND

Article II - PURPOSES AND OBJECTIVES of the BYLAWS provides that the DRBF is a voluntary organization created, among other objectives, to exchange information with public and private organizations concerning DBs.

The DRBF cooperates on a regular basis with other organizations which are involved in industry. The benefit of cooperation with outside organizations, is the increased visibility these organizations can give to the use of DBs. In return, the outside organizations can provide their membership with increased knowledge and skills through exchanges with the DRBF.

Examples of collaboration include: support of conference activities, including an exchange of speaking slots, promotions, , and opportunities for the DRBF to provide training, etc. Where applicable, the cooperation can extend to the allocation of continuing education credits for participation in a DRBF event or conference.

The DRBF may formalize these cooperation arrangements through a joint Cooperation Agreement. However, as Cooperation Agreement is not necessary for many forms of cooperation, including arrangements to be a "Supporting Organization" in either organization's event.

Note: The DRBF rarely becomes a paying member of any other organization or pays sponsorship fees to any other organization or for conferences and this procedure deals only with agreements to exchange services on a *pro bono* basis.

COOPERATION AGREEMENT OBJECTIVES



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While the stated objectives of each agreement will vary depending on the other organization's activity, there are several objectives frequently found in many of our agreements. Moreover, there are certain administrative points which should be covered in every agreement.

The principal common objectives and administrative points are:

1. Participate in each other's conferences and workshops.
2. Publicize each other's events.
3. Supply of one or more complementary copies of each organization's publications to each other's executive office. Obtain the agreement of the other organization to promote Dispute Boards.
4. Hold periodic meetings to coordinate activities and exchange ideas how to leverage the cooperation agreement.
5. Training, if relevant. Agreement
6. The agreement should include a statement that it will be executed at no cost to the either party.
7. It should be expressly stated that the agreement is non-exclusive in any way.
8. Agree to establish a point of contact person in each organization
9. Agreements usually are signed for a three-year period and can be extended by mutual agreement. Either party has the right to terminate unilaterally without stating any reason after submitting a thirty-day written notice to the other party.

COOPERATION AGREEMENT PROPOSALS

Proposals to enter into an agreement may be brought by any DRBF member and the process should be coordinated with the DRBF Executive Director. Proposals to enter into an agreement must include all relevant information for proper Board assessment and decision-making.

Upon approval of the initiative by the Board, the DRBF Executive Director will negotiate the terms of the agreement and may coordinate with the proposer.

APPROVAL PROCESS

1. The relevant Boards must vote on entering into an agreement.
2. Negotiations should be made in good faith and consistent with DRBF governance.
3. Agreements should be written in both English and the preferred language of the other organization.
4. The agreement must be presented to the Executive Board for final approval. The Executive Board has the power to veto the agreement at its discretion.
 - a. The Executive Board should provide written reasons for issuing a veto and in general the Executive Board should defer to the Regional Board's judgment wherever possible.
5. Agreements are signed by the DRBF Executive Director and may be co-signed by a Board President.



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ADMINISTRATION OF COOPERATION AGREEMENTS

1. Sample agreements are available upon request from DRBF Staff.
2. Executed agreements are maintained by DRBF Staff and periodically reviewed.



STAFF EMPLOYMENT AND DEVELOPMENT

RESPONSIBILITY

Executive Board of Directors, Executive Director

New Hire Procedure

- 1.) Executive Board Officers (President, President-elect, Past-president, Secretary/Treasurer), in consultation with the Executive Director, can hire employees for DRBF work with prior approval and consent of the Executive Board of Directors.
- 2.) Whenever a full-time, salaried person is to be hired by the DRBF, an employment contract shall be drafted and signed by both the new hire and the Executive Director. Any changes during negotiation must be approved by the Executive Board Officer and accepted by the employee.
- 3.) Job descriptions are developed as part of the employment agreement and may be revised as needed.
- 4.) The Executive Director, at their discretion, may hire part-time administrative support staff as deemed necessary. Wage must be approved by the Executive Board Treasurer prior to hire for verification with the current budget.
- 5.) Employees (except the Executive Director) are supervised by the Executive Director. The Executive Director reports to the Executive Board of Directors.

Staff Review Procedure

- 1.) Review shall be conducted by an Executive Board Officer for the Executive Director.
- 2.) Employee review may be conducted by the Executive Director or an Executive Board Officer.

Termination Procedure

- 1.) Employee terminations shall be in accordance with the signed Employment Contract and in accordance with applicable law.
- 2.) Severance package outside of the Employment Contract is at the discretion of the Executive Board of Directors.

Staff Development

- 1) The DRBF is committed to the development and continuing education of staff.
- 2) Staff will identify development opportunities for consideration during the annual budget process which may include (but are not limited to):
 - a. workshops
 - b. training courses
 - c. conferences
 - d. other association membership dues
- 3) Any additional staff development expense requests must follow the Financial Policy & Procedure.



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CONTINUOUS IMPROVEMENT

PURPOSE

Establish procedures to process any inquiries (compliments or suggestions for improvement) that are received by the Executive Board President or Executive Director of the Dispute Resolution Board Foundation.

RESPONSIBILITY

President of the Executive Board of Directors and Executive Director

BACKGROUND

At the 16 January 2018 meeting, the Executive Board of Directors APPROVED the establishment on the DRBF website of contact details for the DRBF President (president@drb.org) to which compliments or suggestions may be sent.

In addition, Region 3 maintains a Continuous Improvement Committee (CIC), with the contact details for the Region 3 President (presidentau@drb.org). The CIC provides a report as needed to the Executive Board of Directors.

PROCEDURE

All comments are submitted to the President of the Executive Board in writing; if someone calls or discusses an issue in person, the President requires them to submit the comment in writing.

Upon receipt, the President should share the comment with the Executive Director and discuss whether any action is required.

- In the case of a compliment, it may be shared accordingly with any relevant parties.
- In the case of a concern or suggestion for improvement, the comment would not be shared with any members. It may be shared on a confidential basis with other Board members or committee chairs if there is an opportunity to improve DB practices, communications, etc.
- Examples of possible actions may be to request further information from the person submitting, or gather DRBF materials for response to the submitter.
- In any case, the president should respond to acknowledge receipt, and indicate any follow up steps, if appropriate.

Records will be kept as needed.



FINANCIAL PROCEDURES

PURPOSE

Compliance with ARTICLE XI of the BYLAWS of the DRBF, Inc. (DRBF).

RESPONSIBILITY

Executive and Regional Board of Directors and DRBF staff.

BACKGROUND

Article XI of the BYLAWS of the DRBF states that the Foundation will not operate for profit. Consistent with that position, the following provisions govern the financial affairs of the DRBF.
DRBF

Financial Procedure

I. DRBF FUND EXPENDITURES

All expenditures of DRBF funds (except for monthly operating expenses) must be approved in advance by an officer of the DRBF.

- a.) For the Executive Board the officers who can approve expenditures are: President, President-Elect or Secretary/Treasurer of the DRBF.
- b.) For all Regions the officers who can approve expenditures are: President, President-Elect or Secretary/Treasurer of those regions.
- c.) In situations when an officers approval cannot be obtained for time-sensitive issues, the DRBF Executive Director has been given the authority by the Board of Directors to approve expenditures up to \$5000.
- d.) The approving officer must give written approval to the Executive Director or Finance Manager to be kept on file with any non-routine expenditure.
- e.) No payments will be issued by the DRBF without the above approvals.
- f.) Normal monthly operating expenses are paid by DRBF staff and are monitored by the Executive Board Secretary/Treasurer and reported monthly to the all the Boards.
- g.) For routine operations of the DRBF, the Executive Director has authority for discretionary funding up to \$2000 for marketing materials, office supplies, equipment, and other items of simliarnature to support DRBF activities.

II. Contracts, consulting agreements and work performed for the DRBF.

In regards to any contracts, consulting agreements and/or work to be performed for the DRBF the following procedure must be followed.



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- a.) A budget, expense estimate or a proposed contract/agreement must be sent for review and comment to the DRBF Executive Director, the relevant Secretary/Treasurer and Officer who will be approving the contract/agreement.
- b.) No individual member or committee chair shall commit the DRBF to a contract or agreement that involves the expenditures of DRBF funds without following the above procedure.
- c.) If an individual member or committee chair doesn't follow this procedure they may be liable for that commitment if the contract, agreement or project is not approved.

III. Expenses

For reimbursement of expenses from the DRBF the following procedure must be followed.

- a.) An invoice shall be submitted to the DRBF Administrative Office detailing all fees and expenses for an approved event, project, workshop or conference. Receipts for all expenses must be submitted with the invoice.
- b.) If receipts are not submitted with the invoice the payment of that invoice may be delayed until the receipts are received.
- c.) Invoices will be paid timely, but not greater than thirty (30) days from the date of receipt and approval. Bank transfer fees, if a bank transfer is requested, shall be borne by the payee.

IV. Advances on expenses

For the convenience of the DRBF, a person going to a conference or event may need an advance to cover large expenses. To facilitate this situation the following procedure shall be followed.

- a.) Requests for advance on expenses should be submitted as early as possible. If the expenses are already included and approved for an event, the DRBF Executive Director can extend the advance.
- b.) If the expenses have not been approved, the DRBF Executive Director will need approval from an Executive or Regional Officer or Treasurer before making the advance.

V. Travel Expenses Policy

1. DRBF employed staff will be reimbursed for travel and expenses to events. Expenses include transportation, lodging, meals, and incidentals. Expenses are included in the pre-approved general operating budget and relevant event budgets. DRBF staff will be reimbursed for air travel in economy class for flights up to eight (8) hours and in economy plus/premium economy for flights longer than eight (8) hours. Business class may be reimbursed in certain circumstances, if financially prudent and/or budget permitting.
2. DRBF members may be reimbursed for travel and expenses for various DRBF activities as detailed below:
 - a. Executive Board Meetings: The Officers of the Executive Board, if requested and funds are available, for their attendance at two (2) in-person Executive Board Meetings per year. Such expenses to include travel, lodging, and incidentals for



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- the day of the meeting. There will be no reimbursement for additional days of lodging and other expenses, including DRBF conference fees.
- b. Outreach and Speaking Engagements: as approved in the relevant budget or if funds can be allocated), travel expenses may be reimbursed to include travel, lodging, conference event fees, meals, and incidentals for the day of the meeting or event.
 - c. DRBF Training: as detailed in a signed agreement, travel and expenses may be reimbursed when conducting DRBF-approved in-person training classes. Such expenses may be subject to the terms of a client for whom training is provided.
 - d. DRBF members will be reimbursed for air travel in economy class for flights up to eight (8) hours and in economy plus/premium economy for flights longer than eight (8) hours. Business class may be reimbursed in certain circumstances budget permitting and with pre-approval by the relevant board Treasurer. Travelers will be reimbursed for actual costs for lodging and incidentals, supported by receipts. When a negotiated rate for lodging is being offered at the conference or meeting location, a maximum of the negotiated rate will be reimbursed. Travel and expenses must be pre-approved.

PROCEDURES

The President of the Executive Board and the Regional Presidents will develop and submit a budget for Executive Board review and approval at least sixty (60) days prior to the end of the fiscal year. That budget shall contain an estimate for travel for Executive Board, DRBF staff and DRBF members for planned activities in the following fiscal year. Once approved, the Executive or Regional budget establishes the funds available for travel.

It is the responsibility of the Executive Board and Regional Boards and the Executive Director to operate within the funds available. The Executive Board Secretary/Treasurer will monitor expenditures to ensure that the limits for travel established in the budgets and training proposals are not exceeded.

If the travel is unbudgeted, but required to support DRBF operations, it should be authorized by the President of the Executive Board or a Regional President and approved by the Executive Board Secretary/Treasurer. The President shall certify the need for the travel and the Executive Board Secretary/Treasurer shall certify the funds are available.

Requests for travel reimbursement shall be submitted to the DRBF Administrative Office, supported by receipts, within thirty (30) days of completion of travel. Travel reimbursement requests will be paid by the DRBF Administrative Office within thirty (30) days of submission.

Exceptions to this policy may be made on a case by case basis with approval by the Executive Board.



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Bookkeeping Guidelines for DRBF

- 1.) All bookkeeping for the Executive and Regional Boards, with the exception of Region 3, will be done by the DRBF Administrative Staff, and overseen by the Executive Director and the DRBF Executive Board Secretary/Treasurer.
 - a. Region 3 shall maintain their own bookkeeping and will coordinate with the DRBF Administrative Staff and Executive Board Treasurer for budgeting and funding of their Region. The Treasurer of Region 3 will send, monthly, any financial records needed by the DRBF main office to maintain adequate financial records for the DRBF.
 - b. Placeholder for Florida Chapter
- 2.) The DRBF works on a cash basis where all income and expenses are reported as current income and expenses in the month that they are incurred.
- 3.) Bank statements will be reconciled each month and submitted to the DRBF Secretary/Treasurer for review. Credit card statements will also be reviewed by the Secretary/Treasurer regularly.
- 4.) On a monthly basis, the the Executive Board receives financial reports and statements which have been reviewed by the DRBF Executive Board Secretary/Treasurer..
- 5.) The Executive Board Secretary/Treasurer will forward the reviewed monthly update and report to the Regional Boards for their Board meetings.
- 6.) The DRBF books will be reviewed yearly by a certified accounting firm. The DRBF will have an audit performed at least once every five years.
- 7.) The Executive Board Secretary/Treasurer and Administrative Staff will meet with the DRBF accountants periodically to ensure proper accounting practices are maintained.
- 8.) A copy of all bookkeeping and accounting records must be maintained securely by DRBF Administrative Staff at all times.

Insurance Policy and Procedure

- 1.) The DRBF will contract for and administer all insurance policies, except for Region 3.
 - a. The Region 3 Treasurer will contract for and administer all insurance policies for Region 3 through the office in Sydney, Australia.
- 2.) The DRBF carries the following insurance policies:
 - a. Directors and Officers liability insurance covering the Executive and Regional Boards (with the exception of Region 3) officers and directors
 - b. Employment Practices Policy
 - c. Internet Liability Policy.
 - d. The DRBF Finance Committee may recommend additional insurance policies for approval by the Executive Board
 - e. Region 3 has a Directors and Officers liability policy and a property/liability policy with Australia based carriers. This is per the Memorandum of Understanding (MOU) executed when Region 3 was established.



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- 3.) The Executive Board Secretary/Treasurer and DRBF Administrative Staff will meet yearly or as necessary with the DRBF insurance agents, currently Mercer, to review current policies and make recommendations to the Executive Board on any updates in coverage the DRBF may need.
- 4.) The DRBF office should be contacted regarding any insurance claims for coordination with the appropriate insurance carrier.
- 5.) Any supplemental insurance required for special events must be reviewed and approved by the DRBF Executive Director and Executive Board Secretary/Treasurer.
- 6.) A copy of all DRBF insurance policies must be kept on file by DRBF Administrative Staff.

Record Keeping

- 1.) The primary place for DRBF financial and archival records is with DRBF Administrative Staff.
- 2.) It is the responsibility of the DRBF Administrative Staff, with oversight from the DRBF Executive Board Secretary/Treasurer, to comply with the Document Retention and Destruction Policy.



OPERATING RESERVE AND SPECIAL PROJECT FUNDS

PURPOSE:

The purpose of the Operating Reserve and Special Project Fund Policies are to ensure the stability of the mission, programs, employment, and ongoing operations of the organization and to provide a source of internal funds to meet special targets of opportunity or needs that further the mission of the organization.

Operating Reserve Policy

The Operating Reserve is intended to provide an internal source of funds for situations such as a sudden increase in expenses, a one-time use of unbudgeted expenses, or an unanticipated drop in membership dues or program funding. The Operating Reserve is not intended to replace a permanent loss of funds or eliminate an ongoing budget gap. It is the intention of the DRBF for the Operating Reserve to be used and replenished within a reasonably short period of time.

The Operating Reserve is defined as a designated fund set aside by action of the Executive Board of Directors based on a recommendation from the Finance Committee. The minimum amount to be designated as the Operating Reserve will be established in an amount sufficient to maintain ongoing operations and programs for a set period of time measured in months and based on the DRBF's fiscal year budget. The Operating Reserve serves a dynamic role and will be reviewed and adjusted in response to both internal and external changes.

The target minimum Operating Reserve is based on 12 months of average operating costs of the Executive Board and staff (including administrative staff from all Regions). The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits, payroll taxes, office and related expenses, routine travel, on-going programs and professional services.

The amount of the Operating Reserve target minimum will be calculated each year after the income and expenses for the previous budget cycle are recorded. Recommendation by the Finance Committee shall then be made to the Executive Board of Directors for approval.

Any excess funds not designated as the Operating Reserve shall be used for capital funds, unless a portion is designated for the Special Project Fund outlined below.



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Special Project Fund Policy

The Special Project Fund is intended to provide an internal source of funds for Special Projects that are not part of the operating budget, are unique and benefit the DRBF, either in general or at a Regional level.

After establishing the Operating Reserve and an appropriate amount for capital funds, as outlined above, the Finance Committee may recommend to the Executive Board for approval an amount not to exceed ten (10) percent of the Operating Reserve to be used for Special Projects. For multiyear funded Special Projects any amount approved shall be allocated for that year out of the available funding but prorated over the number of years the project is expected to occur. This recommendation and approval will occur after the income and expenses for the previous budget cycle are recorded.

Accounting for the Operating Reserve and Special Funds (if any)

The Operating Reserve will be recorded in the financial records of the DRBF as an Operating Reserve. Any Special Project Fund will also be recorded in the financial records. The Operating Reserve will include any Regional designated reserve amounts. The Operating Reserve will be available in cash or cash equivalent funds, e.g. Certificate of Deposits. The Operating Reserve will be maintained in bank account(s) and/or investment funds (in accordance with the Investment Financial Procedure).

Funding of Reserves

The Operating Reserve and the Special Project Fund (if any) will be funded with surplus unrestricted operating funds.



APPLYING FOR FUNDS FOR SPECIAL PROJECTS

PURPOSE

Provide guidelines for the DRBF Executive Board and the Regional Board of Directors to assist ARTICLE XI of the bylaws of the Dispute Resolution Board Foundation.

RESPONSIBILITY

DRBF Executive Board, Executive Director, and Regional Board of Directors, Members, Committees, and Administrative Staff of the DRBF.

BACKGROUND

The DRBF maintains a minimum level of reserve funds as directed by the Finance Committee. The funds available above that minimum threshold may be considered for funding of special projects.

Policy:

This policy and procedure is in place to ensure that the expenditure of reserve funds are properly distributed in regards to special projects. The procedure below outlines the appropriate steps to be taken to apply and obtain funds for a special project(s).

Procedure:

1. Formulate a special project and indicate if the project is to be a one time or reoccurring expense.
2. Compile a proposal including but not limited to:
 - a. Nature of the project
 - b. Why the project would be of value to the DRBF
 - c. Projected financial commitment by the DRBF
 - d. Deliverables
 - e. End results
3. Send proposal to the DRBF Executive Director and the relevant Regional Board, or Executive Board (as appropriate) for review and comment.
4. Executive Board or Regional Treasurer is to confirm if funds are available.
5. Final proposal is reviewed and voted on by the relevant Regional Board. If the Regional Board approves the proposal then the application is presented to the Executive Board for final approval. If approved, applicant is informed, funds are allocated and the project is initiated.
6. If the Regional Board denies the proposal then the applicant is informed and no further action is taken regarding the project.
7. If the decision is deferred (i.e. the proposal is approved but needs to be delayed due to funding), the applicant is to be notified that the project is on hold or delayed until sufficient funds are available. The Executive Treasurer (who manages the funds) reports



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to the Regional Board and the Executive Board when, and if, funds are made available and are to be spent on special projects.

- a. Once funds are made available, the applicant is invited to make any additional updates to the proposal.
- b. The proposal will then be reconsidered by the Regional Board and Executive Board. If the application is again approved by both Boards, then the project is initiated.
- c. If the proposal is denied, then the applicant is informed of the decision regarding the updated status on the project proposal.



INVESTMENT POLICY

PURPOSE: The purpose of the Investment Policy is to establish how to invest the Operating Reserve to achieve a Return on Investment (ROI) that is better than a money market checking account rate but yet that is in a secure investment vehicle(s) that has little to no risk.

POLICY

1. In accordance with the Financial Procedures in the handbook, the amount of funds needed for the Operating Reserve Fund, Operating Funds, Special Project Fund (if any) and Excess Operating Funds shall be established.
2. Operating funds shall be kept in money market and/or checking accounts.
3. The DRBF Treasurer shall direct that the Operating Reserve be invested in Certificate of Deposits (CD's) and/or United States Treasuries with a bank(s) that are insured by the Federal Deposit Insurance Corporation (FDIC). The Operating Reserve will be determined as soon as possible after the approval of the budget for the then current fiscal year as recommended by the Finance Committee and approved by the Executive Board of Directors. This recommendation and approval will be known as the "Reserve Investment Strategy". Investing in CD's and/or Treasuries shall also require that these investment vehicles can be terminated before the end of their term (with associated penalties) so that in the event of an emergency the DRBF has access to those funds.
4. The Finance Committee shall approve the financial institution(s) to be utilized for these investments.



CODE OF ETHICS POLICY

PURPOSE

The Dispute Resolution Board Foundation (“DRBF”) Ethics Policy aims to clarify our standard of conduct by outlining what the DRBF expects DRBF Officers, Board of Directors, members, volunteers, and staff to understand with regards to the ethical considerations associated with their actions related to DRBF activities. Our Ethics Policy affirms our long-standing commitment to not merely obey the law, but also to conduct our business with integrity and fairness.

RESPONSIBILITY

DRBF Officers, Board of Directors, members, volunteers, and staff.

BACKGROUND

CODE OF ETHICS

The summary code of ethics includes the following provisions:

DRBF Officers, Board of Directors, staff, members, and volunteers must:

- Proactively promote ethical behavior as a responsible partner among peers in the work environment.
- Deal fairly with DRBF members, customers, suppliers, vendors, volunteers, and employees.
- Treat all DRBF members, customers, suppliers, vendors, volunteers, and employees with respect.
- Comply with applicable government laws, rules and regulations.
- Maintain the confidentiality of information entrusted to them by the DRBF or its partners except when authorized or otherwise legally obligated to disclose.
- Accept responsibility for preventing, detecting, and reporting all manner of fraud.
- Be honest and ethical in their conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- Protect and ensure the proper use of DRBF assets.
- Not engage in any harassment or discrimination, either in words or in action, against any individuals or groups based on sexual orientation, gender identity, race, religion, age, or national origin.
- Represent the DRBF in all public interactions, including social media, with transparency, honesty, and respectful communication.
- Provide an environment that is safe and healthy for all DRBF members, customers, suppliers, vendors, volunteers, and staff.



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- Adhere to standard best practice accounting including providing information that is factual and accurate and objectively reporting financial information to not be misleading.

CONFLICT OF INTEREST

[See DRBF Conflict of Interest Policy]

DRBF'S PROPERTY AND INFORMATION

DRBF Officers, Board of Directors, members, volunteers, and staff are expected to protect the DRBF's property at all times; including cash, equipment, records, and employee, customer, and member information. This requires DRBF Officers, Board of Directors, employees, members, and volunteers to maintain confidentiality regarding the DRBF's records, and employee, customer, and member information.

NONDISCRIMINATION POLICY

It is DRBF policy that the volunteer membership and staff structures and all programs and activities of the DRBF shall be designed and conducted without regard to race, religion, national origin, sex, age, disability or other non-merit criteria.

PROCEDURE

REPORTING VIOLATIONS

If any person has questions or concerns about compliance with any of the policies listed above, the DRBF encourages that person to report their concerns to the Executive Director, or any member of the Executive Board of Directors. No director, officer, employee, member, or volunteer who in good faith reports an action or suspected action taken by or within the DRBF that is illegal, fraudulent, or in violation of any adopted policy will suffer intimidation, harassment, discrimination or other retaliation. The DRBF treats complaints about, and reports of, possible discrimination seriously and investigates them as required by our procedures and any applicable laws.

VIOLATION PROTOCOL

Reports of ethics violations will be investigated by the Executive Committee of the Executive Board and the Executive Director. If the violation includes one or more of these leadership positions, an alternative will be identified by the remaining members of the Executive Committee and/or Executive Director.

VIOLATIONS

If it has been determined that any DRBF Officer, Board of Director, member, volunteer, or staff is in violation of any of the Code of Ethics, that person may (as applicable), and as determined by the Executive Board of Directors, be removed as DRBF Officer or Board of Director (see Procedure for Review of Board Member Conduct), and may be removed from DRBF membership, volunteer assignment, or employment terminated.



DRBF CONFLICT OF INTEREST POLICY

PURPOSE

The Dispute Resolution Board (“DRBF”) Conflict of Interest Policy aims to make all directors, officers, staff, members, and volunteers aware that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the affairs and activities of the DRBF and that the appearance of conflict can be troublesome even if there is in fact no conflict.

Conflicts occur because many persons associated with the DRBF may have multiple interests and affiliations and various positions of responsibility within the community. In these situations, a person will sometimes owe identical duties of loyalty to two or more organizations. The purpose of the Conflict of Interest policy is to protect the DRBF’s tax-exempt interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer, staff, member, or volunteer of the organization or might result in a possible excess benefit transaction.

Conflicts of interest (COI) are undesirable because they potentially, or may eventually, place the interests of others ahead of the DRBF’s obligations to its mission, members, and the public interest. Conflicts of interest are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the DRBF do not require the termination of all association with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

Each member of the board of directors, staff, members, and volunteers of the DRBF has a duty of loyalty to the organization. The duty of loyalty generally requires an officer, director, staff, member, or volunteer to prefer the interests of the organization over personal interest or the interest of others while conducting business on behalf of the DRBF. In addition, officers, directors, staff, members, and volunteers shall avoid acts of self-dealing which may adversely affect the tax-exempt status of the organization or cause there to arise any sanction or penalty by a governmental authority.

This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest to nonprofit organizations.

RESPONSIBILITY

DRBF Officers, Executive and Regional Board of Directors, Committees, Members, and staff.



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DUTY TO DISCLOSE

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest to the relevant Board President and/or staff member and be given the opportunity to disclose all material facts to the directors and members of committees, if relevant, with governing board delegated powers considering proposed transaction or arrangement.

DEFINITIONS

INTERESTED PERSON

Any DRBF director, officer, employee, member, or volunteer that has any direct or indirect financial interest, as defined below, is an interested person.

FINANCIAL INTEREST

A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- An ownership or investment in any entity with which the DRBF has a transaction or arrangement,
- A compensation arrangement with the DRBF or with any entity or individual with which the DRBF has a transaction arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under this policy, a person who has a financial interest may have a conflict of interest only if the appropriate governing board decides that a conflict of interest exists.

PROCEDURE

DISCLOSURE

At any time that there is an actual or possible conflict of interest, or possible perception of a conflict, the relevant party should notify the DRBF Executive Director and President or Secretary/Treasurer of the Board of Directors, as relevant, in writing.

DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the matter should be presented for discussion at the next regular Board of Directors meeting (or extraordinary meeting, if warranted).



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PROCEDURE FOR ADDRESSING FINANCIAL CONFLICT OF INTEREST

- An interested person may make a presentation at the Board of Directors meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- The chair of the Board of Directors will, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the Board of Directors will determine whether the DRBF can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors will determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the DRBF's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

PROCEDURE FOR ADDRESSING OTHER CONFLICTS OF INTEREST

- An interested person may make a presentation at the Board of Directors meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the issue involving the possible conflict of interest.
- The chair of the Board or Directors will, if appropriate, appoint a disinterested person or committee to investigate options for resolving the issue.
- After exercising due diligence, the Board of Directors will determine whether the DRBF can proceed in an alternative manner that would not give rise to a conflict of interest.

VIOLATIONS OF THE CONFLICT OF INTEREST POLICY

- If, at any time, the Board of Directors has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it will give notice to the member and provide an opportunity to explain the alleged failure to disclose.
- If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has failed to disclose any actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

RECORDS OF PROCEEDINGS

Board Minutes

- The Board of Directors meeting minutes relevant to COI discussions will include:
 - The names of the persons who disclosed or otherwise were found to have a financial interest in connections with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of



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- interest was present, and the board's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the transaction arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

COMPENSATION

- A voting member of the Board of Directors who receives compensation, directly or indirectly, from the DRBF or other organization, for services is precluded from voting on matters pertaining to that member's compensation.

ANNUAL STATEMENTS

Each director, officer, member of a committee with governing board delegated powers and staff will annually sign a statement which affirms such person:

- Has received a copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands that the DRBF is a nonprofit organization and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

PERIODIC REVIEWS

To ensure the DRBF operates in a manner consistent with nonprofit procedures and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management corporations conform to the DRBF's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit for in an excess benefit transaction.

USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in the policy, the DRBF may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of Directors of its responsibilities for ensuring periodic reviews are conducted.



WHISTLEBLOWER POLICY

PURPOSE

The Dispute Resolution Board Foundation (“DRBF”) is committed to high standards of ethical, moral and legal business conduct. In line with this commitment and DRBF’s commitment to open communication, this policy aims to provide an avenue for staff, members and volunteers to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing.

This Whistleblower Policy is intended to cover protections for staff, members and volunteers if they raise concerns regarding DRBF activities, such as concerns regarding:

- incorrect financial reporting;
- unlawful activity;
- activities that are not in line with DRBF policy, including but not limited to the DRBF Code of Ethics Policy or activities which otherwise amount to improper conduct.

RESPONSIBILITY

DRBF Executive and Regional Board of Directors, Committees, Members, and staff.

BACKGROUND

STATEMENT OF POLICY

No officer, director, employee or agent of DRBF shall take any harmful action with the intent to retaliate against any person, including interference with employment or livelihood, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any offense. Nor will any officer, director, employee or agent take any harmful action with intent to retaliate against any employee, member or volunteer of the DRBF for reporting to an appropriate senior management or elected official of DRBF the suspected misuse, misallocation or theft of any DRBF resources.

SAFEGUARDS

Harassment or Victimization - Harassment or victimization for reporting concerns under this policy will not be tolerated.

Confidentiality - Every effort will be made to treat the complainant’s identity with appropriate regard for confidentiality.

Anonymous Allegations - This policy encourages staff, members and volunteers to put their names to allegations because appropriate follow-up questions and investigation may not be



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possible unless the source of the information is identified. Concerns expressed anonymously will be explored appropriately, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

Bad Faith Allegations – Allegations made in bad faith may result in disciplinary action.

PROCEDURE

Process for Raising a Concern:

Reporting - The whistleblowing procedure is intended to be used for serious and sensitive issues. Such concerns, including those relating to financial reporting or unethical or illegal conduct, may be reported in the first instance, directly to the current President of the DRBF (president@drb.org). Alternatively, the immediate Past President of the DRBF, or alternatively, any Past President of the DRBF may be contacted.

Employment-related concerns should be reported to the current President of the DRBF.

Timing - The earlier a concern is expressed, the easier it is to take action.

Evidence - Although the complainant is not expected to prove the truth of an allegation, the complainant should be able to demonstrate to the person contacted that the report is being made in good faith.

How the Report of Concern Will Be Handled:

The action taken by DRBF in response to a report of concern under this policy will depend on the nature of the concern. The President of the DRBF shall report to the Executive Committee of the DRBF Board of Directors information on each report of concern and follow-up information on actions taken.

Initial Inquiries - Initial inquiries will be made by the President of the DRBF to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved without the need for investigation.

Further Information - The amount of contact between the complainant and the person or persons investigating the concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from or provided to the person reporting the concern.



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For additional information, contact the President of the DRBF (president@drb.org). DRBF reserves the right to modify or amend this policy at any time as it may deem necessary.



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DRBF BOARD OF DIRECTORS CODE OF CONDUCT

PURPOSE

The business of the DRBF is managed under the direction of the DRBF Executive Board of Directors and Regional Boards (the Boards).

Membership on the Boards is not a right that has been earned, but a privilege bestowed by the DRBF members to allow the Boards to serve the DRBF and its mission. For the DRBF to command the confidence of the public and the profession it is necessary that the Boards adopt and comply with appropriate standards of conduct.

THE CODE OF CONDUCT

The code of conduct and duties set out below (the Code) sets out in general terms the duties for each member of the Boards. The Code is intended to ensure full compliance by the members of the Boards with duties and responsibilities as may be required under the laws of the State of Wisconsin (with the exception of Region 3 Board Members, who must comply with the laws of Australia). In addition, the DRBF expects Board members to adopt high standards of conduct in all aspects of their activities as members of the Board.

Board members affirm their endorsement of the Code and acknowledge their commitment to uphold its principles and obligations. Board members are required each year to sign a statement that they have received and read the DRBF Board of Directors Code of Conduct Policy.

Board members whose conduct does not conform to the Code may be subject to the procedures imposed by the Procedure for Review of Board Member Conduct.

CODE OF CONDUCT FOR MEMBERS OF THE BOARD OF DIRECTORS

Members of the Board (including ex officio members) must at all times abide by and conform to the following code of conduct:

1. Each Board member must act in good faith with honesty, dignity, and integrity.
2. Each Board member must conduct the business affairs of the DRBF with due diligence and reasonable competence and shall take no action that could bring the DRBF and the profession into disrepute.
3. Each Board member must abide in all respects by the rules and regulations of the DRBF (including but not limited to the DRBF articles of incorporation, Bylaws, Conflict of Interest Policy, Diversity, and Inclusion Statement, etc).
4. Board Members must ensure that their membership in the DRBF remains current.
5. Each Board member must consider the best interests of the DRBF when making



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decisions and not the interests of a particular practice area, geographical location, or other subset of DRBF stakeholders.

6. Each Board member must contribute to an environment of respect, cooperation, and collegiality. No Board member should unduly disrupt the Board from operating in an efficient and effective manner. Each member of the Board must treat their peers with courtesy, allow them to express their views, and respect differing opinions. Where a Board member disagrees on an issue, this disagreement should be resolved with a high standard of civility and respect.
7. The Boards are responsible for the prudent management of the DRBF's financial and business affairs. Each Board member should actively engage in decisions relating to the allocation of resources and monitoring of financial performance.
8. Each Board member must use their best efforts to regularly participate in appropriate professional development activities.

DUTY OF CONFIDENTIALITY

1. Except as the Boards may expressly agree or otherwise require or as otherwise required by governing law, no Board member shall share, copy, reproduce, transmit, divulge, or otherwise disclose any confidential information related to the affairs of the DRBF.
2. Each Board member must uphold the strict confidentiality of all information shared at meetings or in other deliberations and communications of the Board, unless the nature of the information is such that it is intended to be shared. The Board may also choose to identify specific information discussed at a Board meeting which it does not wish to be shared by Board members publicly immediately following the Board meeting, but which the Board may intend to share formally at a designated time.
3. Board members may share information for the purpose of keeping members informed of Board decisions and actions, and also, for example, to represent the DRBF at public engagements.

DUTY OF LOYALTY

1. The Board is dedicated to leading by example in serving the needs of the DRBF and its members.
2. The Board represents the ideals of the Dispute Board process. Each member of the Board is expected to share this dedication.
3. Board members must not take advantage of the DRBF's staff, services, equipment, resources, or property for personal or third-party gain.
4. Once the Board makes a final decision, in accordance with Article 2 under Confidentiality, public information about a Board decision may be discussed by a member of the Board. However, each member of the Board must support the Board decision, regardless of that member's personal view.



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CONFLICTS OF INTEREST

1. Board members must adhere to the DRBF Conflict of Interest Policy.
2. Each member of the Board must always act in the best interests of the DRBF and not for personal or third-party gain or financial enrichment.
3. No member of the Board shall use his or her position as such to directly promote his or her personal, professional, or business interests.
4. When encountering a potential conflict of interest, each Board member must disclose the conflict to the Board and as required, remove themselves from all discussions and voting on the matter. The following guidelines will assist Board members to identify conflicts:
 - a. Board members should avoid the appearance of conflict. While the receipt of incidental personal or third-party benefit may necessarily flow from certain DRBF activities, such benefit must be merely incidental to the primary benefit to the DRBF and its purposes.
 - b. Board members should not engage in any outside business, professional, or other activities that would directly or indirectly materially adversely affect the DRBF.
 - c. Board members should not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such a donor with respect to matters pertaining to the DRBF without fully disclosing such items to the Board.
 - d. If a Board member wishes to provide goods or services to the DRBF as a paid vendor to the DRBF, the member must only do so pursuant to any related procedures adopted by the Board including full disclosure to, and advance approval by, the Board.

Upon termination of Board membership, each retiring member of the Board must keep confidential all documents and other property entrusted to that member for the purpose of fulfilling his or her Board responsibilities.



PROCEDURE FOR REVIEW OF DRBF EXECUTIVE AND REGIONAL BOARD MEMBER CONDUCT

PURPOSE

The DRBF Board Member Code of Conduct sets out the standards of conduct expected of members of the DRBF Executive and Regional Board of Directors (the Board). While the DRBF expects the Board members to always meet or exceed these standards, the DRBF understands that a Board member's conduct may occasionally be the subject of a complaint. These procedures will be used to identify and address those situations.

These procedures apply to all complaints, allegations, inquiries, or submissions involving a potential violation of the DRBF Board Member Code of Conduct (hereinafter referred to as "complaints") received by the DRBF about a Board member.

These procedures are intended to strike the proper balance between ensuring full compliance with the DRBF Board Member Code of Conduct and the protection of the Board members against patently false, malicious, or baseless allegations that could result in business or personal harm if not properly handled.

Actions taken under these procedures do not constitute enforcement of the law.

ADMINISTRATION OF PROCEDURES

1. The Board is responsible for the administration of these procedures.
2. The Executive Board President presides over the board proceedings. Should the Executive Board President be the subject of a review or be unable to undertake the responsibilities identified in these procedures, these responsibilities shall be undertaken by another Officer of the Board.
3. All Board members, DRBF employees, and other individuals engaged in investigations or decisions on behalf of the DRBF with respect to any complaint under these procedures shall be held harmless and defended by the DRBF against any liability arising from such activities to the extent permitted by governing law, such as actions for defamation, libel, slander, and other civil causes of action, provided such individuals act in good faith and with reasonable care, without gross negligence or willful misconduct, and do not breach any fiduciary duty owed to the DRBF.

INITIATING A COMPLAINT

1. A complaint should be directed to the Executive Board President (president@drb.org) and Executive Director (aruso@drb.org).
 - a. Complaints must be in writing.



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- b. Complaints should identify the complainant and will be treated as confidential.
 - c. In exceptional circumstances, if credible evidence of a violation of the DRBF Board Member Code of Conduct is presented, the complaint recipient may receive such evidence.
 - d. A complaint recipient may provide a written response if circumstances warrant.
 2. The complaint recipient should respond to the complaint in writing along with any supporting evidence submitted by the complainant and forward that package to the Executive Board President for preliminary review.

PRELIMINARY REVIEW

1. Upon receipt and preliminary review of each complaint, the Executive Board President and Executive Director may decide that the complaint does not disclose evidence of a material violation of the DRBF Board Member Code of Conduct. The complaint may be dismissed without prejudice and the complainant must be notified in writing of that decision.
2. If it is determined that the complaint discloses evidence which has the potential to establish a material violation of the DRBF Board Member Code of Conduct, written notice of the complaint is to be provided to the relevant party. The notice should include:
 - a. a copy of the written complaint
 - b. all supporting documentation provided with the complaint
 - c. a copy of the DRBF Board Member Code of Conduct
 - d. a copy of these procedures
 - e. the notice should include the possible actions for the violation(s)Multiple alleged violations of the DRBF Board Member Code of Conduct may be consolidated into a single complaint.
3. A written response to a complaint must be submitted by the relevant party within a reasonable amount of time, ideally five business days. In exceptional circumstances, more time may be allowed for a response to a maximum of 20 business days.

REVIEW BY THE BOARD

1. The Executive Board President shall call a special meeting of the Executive Board to discuss the matter. The complaint recipient shall not participate in this meeting unless requested to do so.
2. The response provided by the complaint recipient will be circulated to the Executive Board members prior to the meeting, along with all other pertinent material.
3. The Executive Board shall consider the matter and determine by a vote of not less than a majority of the quorum whether the evidence shows that there has been a violation of the DRBF Board Member Code of Conduct.
 - a. If the Executive Board determines that no violation has occurred, then the complaint will be dismissed with prejudice with written notice provided to all parties.



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- b. If the Executive Board determines, with not less than a majority of a quorum, that a violation has occurred, the complaint recipient should be given the opportunity to submit a written assurance that the conduct in question has ceased and will not recur. If the complaint recipient promptly submits the required written assurance in terms that are acceptable to the Executive Board, written notice of the receipt of the assurance shall be provided to all relevant parties.
 - i. A complaint disposed of in the manner set out in item b above will be deemed to have been disposed of without prejudice.
 - c. If the Executive Board determines that the written assurance by the complaint recipient is not considered sufficient, the Executive Board will determine by a vote of not less than a majority of a quorum to impose one or more of the appropriate sanctions of the type set out below. Any removal from office must comply with the bylaws. All relevant parties will be given written notice of the Executive Board's decision.
4. Any decision of the Executive Board is final.
5. The minutes of the Executive Board meeting(s) held to review and determine the matter under these procedures shall remain confidential and shall not be published, except as required by governing law.

SANCTIONS

1. When imposing a sanction on the complaint recipient, the Executive Board must ensure that the sanction reasonably relates to the nature and severity of the violation of the DRBF Board Member Code of Conduct. The sanction must focus on reformation of the conduct, and deterrence of the same or similar conduct by others.
2. One or more of the following sanctions may be considered by the Executive Board when there is a violation of the DRBF Board Member Code of Conduct:
 - a. written reprimand (combined with any probationary period, if desired)
 - b. suspension for a designated period of time (combined with any probationary period, if desired)
 - c. removal in accordance with the bylaws
3. After the implementation of one or more of the above sanctions, the complaint shall be deemed to have been disposed of with prejudice.
4. The Board has sole discretion to determine disclosure of the violation and sanction to DRBF members.
5. Complainants are not entitled to any relief or damages by virtue of these procedures.

RESIGNATION

1. If a complaint recipient voluntarily resigns (in writing) their membership on the Board at any time during the review of a complaint under these procedures, the complaint shall be dismissed without prejudice.



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2. A complaint recipient who resigns must also resign from any DRBF leadership appointment and may not seek membership on the Board or any DRBF committee or similar body for a period of five years from the effective date of their resignation.
3. In the event of such resignation, the parties shall be notified in writing of the fact and date of the resignation and that the Executive Board has dismissed the complaint without prejudice as a result.



PROCEDURE FOR ADDRESSING NON-COMPLIANCE OF BOARD MEMBER ACKNOWLEDGEMENT

PURPOSE

The DRBF Board Member Acknowledgement sets out the commitments, duties and responsibilities of all members of the Executive and Regional Board Members and Directors. These procedures apply to non-compliance of signed agreements.

PRELIMINARY REVIEW

1. If a Board Member is non-compliant with any aspect of the Board Member Acknowledgment, a special meeting of the Executive Committee (Past-President, President, President-Elect) of the relevant Board, and Executive Director will be convened.
 - a. If it is determined that the reason for non-compliance is clarified and excused, no further action will be taken.
 - b. If it is determined that the reason for non-compliance needs further clarification, the Executive Director will contact the relevant party in writing. Such written notice to include the basis for non-compliance and request a response in writing within thirty (30) calendar days.
 - i. Upon receipt of the written response, if it is determined that the reason for non-compliance is clarified and excused, no further action will be taken.
 - ii. Upon receipt of the written response, if it is determined that the reason for non-compliance is not sufficiently clarified and excused, the matter will be brought to the Board of Directors at their next regularly scheduled meeting, or a special session may be called for that purpose.

BOARD REVIEW

1. The President shall advise the board member in writing that the matter will be taken before the Board at the next Board of Directors regular meeting or at a special meeting called for that purpose. The subject board member is invited to attend to respond to the issues raised.
2. At the meeting, the issues are presented and the board member can respond to all issues and questions raised.
3. The meeting will then go into executive session with the subject board member excused where the issue and any disciplinary action will be decided by majority vote by the board members present.
4. The board member will be notified of the decision in writing. In the event of removal or resignation, the board may appoint a replacement member at their discretion until the next properly convened election.



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ETHICS COMMITTEE

PURPOSE

To establish procedures for addressing any complaints received that allege a breach of the DRBF Code of Ethical Conduct by a DRBF member.

BACKGROUND

In 2024, the DRBF Code of Ethical Conduct was updated and published. The Executive Board decided to establish an ad-hoc DRBF Ethics Committee, to review any alleged breach of the Code of Ethical Conduct.

RESPONSIBILITY

DRBF Executive Board Past-President and the DRBF Executive Director.

Ethics Committee Policy

1. The committee is of an ad-hoc nature and is only convened if a matter arises.
2. The Chair will always be the current Past-President of the Executive Board of Directors.
3. The DRBF Executive Director will coordinate with the Chair to ensure that all matters are handled confidentially and expeditiously and provide any necessary background information.

Ethics Committee Procedure

1. Should a matter arise, it will be passed by the Executive Director and/or Board President to the Chair.
2. The Chair will appoint two members to the committee, chosen to reflect the nature of the issue in question.
3. The committee would agree on the process to resolve the issue, ensuring that the principles of Natural Justice are followed at all times.
4. Once the matter is resolved, only relevant details are shared with the Executive Board and any recommendations that may be relevant for DRBF programs.
5. DRBF Executive Director will maintain any confidential files relevant to the committee's activities.



ELECTION CRITERIA AND PROCEDURE

PURPOSE

Provide guidelines for the election of Officers and the Board of Directors as required by ARTICLE VI and VII of the BYLAWS of the Dispute Resolution Board Foundation.

RESPONSIBILITY

Officers, Board of Directors, Members and Administrative Staff.

BACKGROUND

ARTICLE VI – BOARD OF DIRECTORS of the DRBF states that the Board of Directors shall be elected by the entire DRBF membership and consist of President, President-Elect, Immediate Past President, Secretary Treasurer and the Presidents of the established regions. ARTICLE VII – OFFICERS lists the executive officers, and provides a brief description of their duties and establishes their term of office.

ELECTION COMMITTEE

1. Executive Board Elections are initiated, organized, and administered by the Elections Committee. This includes President-Elect candidates for The Executive Board, Regions 1, 2 and 4.
2. The Executive Board Election Committee consists of the current ExBoD president, immediate past president, Executive Director, and two appointed members who preferably serve for a minimum of two years and a maximum of five years, served consecutively; these members should be previous Board members dedicated to leadership development and association governance best practices.
3. In the event of a possible change to procedure, the Executive Board Election Committee may make a recommendation to the governing board who must vote on the proposed change. Examples may include, but not limited to:
 4. Waiving candidate criteria such as the minimum membership requirement
 5. Determining how to proceed in the event of a tie
 6. Disqualification of candidates at any point in the process
 7. Appointment of candidate to fill any vacancy created by the election
 8. Ensuring any necessary disclosure statements are obtained and shared with the board for consideration and vote
9. The Region 1, 2 and 4 Election Committees consist of the President, Past President and President Elect.

ELECTION PROCEDURE

1. A call for nominations is distributed to the membership approximately eight weeks before the call for election.

2. Interested candidates must submit their application for candidacy by the stated deadline. Applications should be in compliance with the stated criteria for candidates and include all relevant details requested.
3. After receipt of applications for candidacy, the Election Committee will review the applications to confirm the applicants are in compliance with the criteria.
4. Candidates for President-Elect of Executive and Regional Boards will meet with representatives of the Election Committee to discuss the role, expectations, leadership and needed competencies aligned with the DRBF's strategic plan. The committee will decide by majority vote the approved candidates for election, and candidates will be notified.
5. Election ballots will be comprised of the list of admitted candidates, with a summary of their credentials and statement to the electorate. Candidates will be provided with a template for this purpose and will be required to use it for consistency and fairness in election materials.
6. The Executive Board has an election every year in conjunction with the DRBF Annual Meeting and International Conference. The Regional Boards have elections at different times. In each instance, elections should be called for at least four weeks before the board meeting in which the elected board members are installed.
7. Voting is done electronically. DRBF staff monitors submissions for validity per eligibility (stated below), and will provide reports to the Elections Committee upon request.

VOTING ELIGIBILITY

1. All members can vote in the Executive Board election.
2. For the purpose of elections, a Member is defined as an individual. Therefore, multiple representatives from a corporate membership have individual votes.
3. Members are assigned to regions and are eligible to vote in the Regional election(s) as assigned.
4. All voters must meet the following criteria:
 - a. Membership dues must be paid in full for the year.
 - b. Member join date must be at least three (3) months prior to the call for nominations date to be eligible to vote.
5. When there is a tie, the candidate who has either previously served as a Board, member or has been a member of the DRBF for the longest period of time will prevail. If both have been a member for the same duration, the Election Committee makes the final determination.

NOMINATION CRITERIA FOR EXECUTIVE BOARD OF DIRECTORS

To be considered, Executive Board candidates must meet the following criteria:

1. be members in good standing of the DRBF for at least three years

2. have a proposer and seconder who have been members in good standing for at least three years
3. review and accept the duties and responsibilities stated in the DRBF Executive Board Member Acknowledgement
4. be, or commit to become, at a minimum DB Leader level of the DRBF
5. have Dispute Board experience as a DB member or as Party Representative
6. commit to attend the DRBF Annual Meeting and International Conference
7. have completed two DRBF training workshops
8. Commit to attend two in-person meetings per year

In addition, candidates for the position of President-Elect must:

1. be members in good standing for at least five years
2. have served at least one term as a Director on the Executive Board or a Regional Board

All candidates must supply, with their application to the Elections Committee, a summary bio or CV, and a Statement to the Electorate indicating what their focus would be as Director/President-Elect. These will be distributed to the membership with the invitation to vote.

NOMINATION CRITERIA FOR REGION 1 BOARD OF DIRECTORS

To be considered, candidates must meet the following criteria:

1. be members in good standing of the DRBF for at least three years
2. have a proposer and seconder who have been members in good standing for at least three years
3. review and accept the duties and responsibilities stated in the DRBF Region 1 Board Member Acknowledgement
4. be, or commit to become, a member of the DRBF at the \$600 level or above (Professional & DB Practitioner or corresponding organizational level).
5. have Dispute Board experience as a DB member or as a Party Representative or as a DB trainer for the DRBF, or has served in a DRBF leadership role (committee chair, Country rep or other)
6. commit to attend the DRBF Region 1 Annual Conference
7. have completed two DRBF training workshops
8. Commit to attend one in-person Board meeting per year

In addition, candidates for the position of President-Elect must:

1. be members in good standing for at least five years
2. have served at least one term as a Director on the Regional Board or other leadership role (committee chair, country representative, or other)

All candidates must supply, with their application to the Elections Committee, a summary bio or CV, and a Statement to the Electorate indicating what their focus would be as Director/President-Elect. These will be distributed to the membership with the invitation to vote.

NOMINATION CRITERIA FOR REGION 2 BOARD OF DIRECTORS

To be considered, candidates must meet the following criteria:

1. be members in good standing of the DRBF for at least three years
2. have a proposer and seconder who have been members in good standing for at least three years
3. review and accept the duties and responsibilities stated in the DRBF Region 2 Board Member Acknowledgement
4. be, or commit to become, a member of the DRBF at the \$600 level or above (Professional & DB Practitioner or corresponding organizational level). This requirement may be waived for Board members who reside in an emerging market country, but should be no lower than Emerging Market Professional & DB Practitioner level.
5. have Dispute Board experience as a DB member or as Party Representative
6. commit to attend the DRBF International Conference
7. have completed two DRBF training workshops
8. Commit to attend one in-person Board meeting per year

In addition, candidates for the position of President-Elect must:

1. be members in good standing for at least five years
2. have served at least one term as a Director on the Regional Board or other leadership role (committee chair, country representative, or other)

NOMINATION CRITERIA FOR REGION 3 BOARD OF DIRECTORS

1. Unless prescribed in the Rules / Constitution for DRBFR3, the procedure for elections of the DRBFR3 Executive Board is determined by the DRBFR3 Executive Board (Rule 15(6)).
2. The Rules / Constitution for DBRFR3 require elections for the following positions every two years:
 - a) President;
 - b) Vice-President;
 - c) Secretary;
 - d) Other Executive Board Members.
3. The candidates for various Executive Board Members are required to satisfy the rules as follows:
 - a) A maximum of eleven (11) members, each of whom is to be elected at the Annual General Meeting (AGM) of the Association under Rule 15.
 - b) Four (4) Members representing NSW, Queensland and Victoria.
 - c) One (1) Member representing NZ.
 - d) One (1) Member representing WA and SA.
 - e) One (1) Member nominated by the Australian Constructors Association.
 - f) One (1) Member representing Principals.
 - g) One (1) Member nominated by the Association of Consulting Engineers Australia.

- h) The Immediate Past President of the Association (ex officio) who shall serve on the Region 3 Executive Board until replaced.
4. Terms for DRBFR3 Executive Board directors start and end at the DRBFR3 Annual General Meeting. DRBFR3 Executive Board members serve a term of two years. The President, Vice President and Secretary also serve a term of two years.
 5. Elections are to be initiated by the announcement via the DRBFR3 Secretary to the entire DRBFR3 membership for Board positions becoming due for election. The announcement should be not later than four weeks before the AGM.
 6. Interested candidates must submit their application for a candidacy within three weeks after the announcement and in compliance with the criteria for candidates noted below.
 7. After receipt of applications for candidacy, the DRBFR3 Secretary will review the applications to confirm the applicants are in compliance with the criteria and inform the candidates.
 8. The call for election will then comprise a list of admitted candidates together with their statements to the electorates.
 9. Voting is to be undertaken by email. Each DRBFR3 member in good standing has a vote in the DRBFR3 Executive Board elections.
 10. When there is a tie, the candidate who has been a member of the DRBFR3 for the longer period will prevail.
 11. To be considered a candidate for a DRBFR3 Executive Board position, candidates must meet the following criteria:
 - a) Each candidate must have a Proposer and a Secunder. The Proposer and Secunder must be members in good standing of DRBF for at least three years and must submit their proposal in writing to the Secretary.
 - b) All candidates for the DRBFR3 Executive must:
 - (i) be members in good standing of DRBF for at least three years;
 - (ii) have Dispute Board experience as a DB Member or as a party representative;
 - (iii) be committed to attend the DRBFR3 Annual General Meeting; and
 - (iv) have completed a DRBFR3 Advanced Training Workshop.
 - c) In addition, candidates for the position of President, Vice-President and Secretary must:
 - (i) be members in good standing of DRBF for at least five years; and
 - (ii) have served at least one term as a Director on the DRBFR3 Executive Board.
 - d) All candidates must supply, with their application to the Secretary, a short CV and a short statement to the Electorate indicating what their focus would be as an Executive Board member. These statements shall be distributed to the membership with an invitation to vote.
 - e) “Good Standing” means a current financial member of DRBF R3.

NOMINATION CRITERIA FOR REGION 4 BOARD OF DIRECTORS

To be considered, candidates must meet the following criteria:

1. be members in good standing of the DRBF for at least two years
2. have a proposer and seconder who have been members in good standing for at least two years
3. review and accept the duties and responsibilities stated in the DRBF Region 4 Board Member Acknowledgement

4. be, or commit to become, a member of the DRBF at the \$600 level or above (Professional & DB Practitioner or corresponding organizational level).
5. have Dispute Board experience as a DB member or as Party Representative
6. commit to attend the DRBF Region 4 Annual Conference
7. have completed one DRBF training workshop
8. Commit to attend one in-person Board meeting per year

In addition, candidates for the position of President-Elect must:

1. be members in good standing for at least five years
2. have served at least one term as a Director on the Regional Board or other leadership role (committee chair, country representative, or other)



ELECTION CAMPAIGN POLICY

PURPOSE

Provide guidelines to potential Board candidates for Executive and Regional Board of Directors on permissible campaign activities.

RESPONSIBILITY

Officers, Board of Directors, DRBF Staff

BACKGROUND

The DRBF holds Executive and Regional Board elections each year, with the exception of Region 3, which holds elections every two years. As part of the elections process, some candidates may feel the need to promote their candidacy through various avenues. This policy defines what is permissible promotional activities.

CANDIDATE GUIDELINES

In order to promote a fair and equitable election the candidates will be provided with a template for their statement to members. This statement to members is an important part of the election process to outline the candidate's Dispute Board experience, qualifications and vision for serving the DRBF's members and implementing the DRBF's mission and strategies.

This statement will be shared with members electronically with the electronic ballots.

1. Candidates may write personal communications announcing their candidacy and requesting support, but may not place undue pressure to vote for them.
2. Candidates may announce their candidacy on social media platforms but acknowledge that only DRBF members may vote.
3. All voting links will be distributed by the DRBF directly to qualified voting members.
4. The DRBF will provide an official election graphic that may be shared on social media.
5. Candidates should treat other candidates with respect and will not speak negatively about the person or the policies of the other candidates.

RESTRICTIONS ON ELECTION CAMPAIGNING

1. Candidates may not request a members list or mailing list from DRBF Staff.
2. Candidates may not campaign at any DRBF events.
3. Candidates may not share links to the ballot on social media or by personal email to avoid non-members voting.
4. Candidates may not distribute the ballot link to lapsed or non-renewed members.
5. Candidates may not recruit new members for the sole purpose of supporting their candidacy.
6. Candidates may not distribute custom campaign materials either through mail or electronically.

7. Candidates are strongly discouraged from engaging in activities that could be perceived as influencing voters or otherwise calling into question the fairness of the election.
8. Candidates may not use DRBF resources (website, social media, email addresses, etc) for campaign purposes.
9. Candidates may not publicly disparage the Election Committee, DRBF Staff, or the election procedures.



DRBF REPRESENTATIVES

Purpose

The DRBF's mission is first, to grow the use of Dispute Board (DB) concepts and processes throughout the world and secondly, to provide relevant services, information, and support to the DRBF membership worldwide.

To achieve these objectives, the DRBF appoints certain individuals to be the official representative of the DRBF in a particular country, state, or territory. Each DRBF Representative (the “DRBF Rep”) must be appointed by the relevant Regional Board of Directors.

Responsibility

Officers, Board of Directors, and DRBF staff.

Background

The DRBF has formally appointed DRBF Rep to coordinate with local members, attract new members, and promote the DB process in their respective geographic region.

Overview

The primary tasks which a DRBF Rep must undertake are detailed in the DRBF Representative Agreement.

Qualifications Criteria

Each DRBF Rep must meet the following criteria:

1. At least two years of prior DRBF membership.
2. Ten years of project management, project procurement or dispute resolution experience in relevant professional fields.
3. A full-time resident of the applicable country, state, province or local territory.
4. Experienced in, and committed to, the promotion of Dispute Board concepts and processes.
5. A senior executive or professional person in a position to directly influence decision-makers in government and private industry or with a network of contacts able to achieve that outcome.
6. Be willing to sign the DRBF Representative Agreement.

Appointment Procedures

1. The DRBF will send a call for expressions of interest by email to members of the



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- geographic area.
2. Each DRBF Rep will be approved and appointed by the relevant DRBF Regional Board, in accordance with this policy.
 3. The appointment is at the discretion of the relevant DRBF Regional Board.
 4. It is recognized that in various locations, circumstances will arise from time to time which may require a specific departure from this policy which will be at the discretion of the relevant Regional Board.

Term of Appointment

1. Once appointed, a DRBF Rep serves for an initial term of two (2) years.
2. At the DRBF Regional Board's discretion, the initial term may be extended on an 'as required' basis. The further term may be extended more than once, but no DRBF Rep should serve longer than ten (10) years.
3. If the DRBF Representative is elected or appointed to a Board of Directors, then the Representative position will be evaluated by the relevant Board of Directors according to the procedure for appointing a new DRBF Representative.

Review and Replacement of DRBF Representatives

The performance of each DRBF Rep should be reviewed at least every two years by the relevant DRBF Regional Board. The performance review should cover all the activities undertaken by the DRBF Rep over the review period.

In circumstances where the Regional Board is not satisfied with the DRBF Rep's performance, the DRBF Rep should be counseled or invited to stand down or their appointment should be terminated.

All decisions regarding the performance review, resignation, or replacement of a DRBF Rep will be at the discretion of the relevant DRBF Regional Board.



DRBF COMMITTEES

PURPOSE

Compliance with Article X of the BYLAWS of the Dispute Resolution Board Foundation.

RESPONSIBILITY

President of the Executive Board of Directors, Region Presidents and appointed Chairs.

BACKGROUND

Article X of the BYLAWS states that it should be the duty of the Executive Board to appoint advisory committees or committees of the board to assist with the implementation of strategies set by the board. Regional Committees or task forces may also be established by the Regional Boards. Election Committees are discussed in Section 3: Election Criteria.

EXECUTIVE AND REGIONAL COMMITTEES PROCEDURE

- The President should appoint standing committee chairs within the first three months of the President's term.
- Committee chairs are appointed by the President of the Executive Board or of a Regional Board at the time it is installed. Appointments and changes to Committee Chair positions are subject to approval by the relevant Board. Chairs serve a one-year term which may be renewed on an annual basis at the discretion of the relevant Board. Chairs appointed in a previous President's term may, if willing, continue to serve at the incoming President's discretion.
- Chair should have the appropriate experience and qualifications to serve as committee chair, these qualifications will differ for each committee and to be decided by the appointing President.
- If applicable to the respective committee, the Executive Board should aim (but is not required) to appoint committee members from each Region.
- The chair of each committee should select the other members of the committee.
- Each committee should adopt its own rules and procedures consistent with DRBF Bylaws and Articles of Incorporation.
- Committees must submit a "terms of reference" with action plan within three months of being installed. Plans should relate directly to the strategy set by the relevant Board. Boards should review the status of the action plan at the end of the committee's term and determine if the committee should be terminated or extended, and if there are any changes to strategy and action plans.
- DRBF staff members may be utilized as a resource and as needed in support of the committees to ensure successful results and consistency. External consultants may only be utilized with approval of the Executive Board.



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- Each committee should regularly report to the respective Board, at a minimum on an annual basis at the in-person Board meeting, but more frequently as needed to keep the relevant Board apprised of activities and developments.

ADDITIONAL COMMITTEES AND TASK FORCES

General Objectives

- Create and maintain various initiatives on behalf of the DRBF Executive and Regional Boards.
- Establish programs and projects that benefit and add value to the DRBF and its members.
- Committees and Task Forces should be visible to all DRBF members and participation encouraged to all members of the DRBF.
- Committees and Task Forces can be added as needed and are in addition to the standing committees listed in the DRBF Bylaws.



DRBF VOLUNTEER POLICY

PURPOSE

The Dispute Resolution Board Foundation (DRBF) recognizes the significant and valuable role that volunteers play in supporting the organization to achieve its mission and purpose. This policy reflects our commitment to ensuring that the volunteers' engagement in the work of the DRBF and provides guidance and outlines procedures and support mechanisms available to volunteers.

DEFINITION

Volunteers are individuals or groups who offer their time, experience, knowledge, and skills without financial gain beyond pre-approved reimbursement of expenses. There is no contract of employment between volunteers and the DRBF, and volunteers are not employees of the DRBF.

Members of the Executive Board and Regional Boards of Directors are not considered volunteers under this policy and are governed by the Board Member Code of Conduct and the Board Member Agreement.

GENERAL VOLUNTEER STRUCTURE

The DRBF has standard outlines for committees and task forces, which outline basic governance structure, such as Chair(s), members, meeting frequency, terms of reference, goals, strategies, etc. In addition, volunteers may perform short-term tasks, as assigned by Board Members, committees, or staff.

VOLUNTEER RESPONSIBILITIES AND EXPECTATIONS

- Volunteers will collaborate with DRBF staff on their assigned tasks, as appropriate, and are expected to keep DRBF staff and the relevant Board informed of progress and developments.
- Volunteers will make themselves available as needed to complete the assigned task. This includes attending at least 80% of the committee or planning meetings, if applicable.
- If volunteer finds their availability has changed and they can no longer devote the necessary time available for the task, they should immediately notify the DRBF.
- Volunteers must adhere to the Code of Ethics and Conflict of Interest Policies. Failure to adhere to these policies may result in removal from the position, and possible termination of DRBF membership. See Volunteer Dismissal below.
- Volunteers are required to act consistently with the DRBF's purposes and objectives as stated in the bylaws and any mission and vision stated in the Board's strategic plan and will act consistently with those purposes and objectives.
- Volunteers may not commit the DRBF financially or otherwise to any other individual, business, or institution without the consent of the Executive Director, who will proceed



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according to the DRBF Financial Procedures nor may they represent to any organization or individual that they have the power to do so.

- Volunteers may not collect any funds on behalf of the DRBF without prior written approval from the Executive Director and/or the applicable Treasurer
- Volunteers must comply with the DRBF Social Media and Identity Standard Policies.
- Volunteers must keep DRBF lists and databases confidential and may not share them with any other entity.

SELECTION AND RECRUITMENT

The DRBF endeavors to place volunteers in roles they are most comfortable with and have the most interest in. Placement of volunteers is at the sole discretion of the DRBF staff, committee chairs, or Board of Directors.

- Volunteers may be asked to:
 - Complete an application form or provide a CV or other statement expressing their interest
 - Attend an informal meeting

Committee/task force chairs may be asked to sign a volunteer agreement form, which outlines the roles and responsibilities for their volunteer role and any timeframes that need to be met and evaluations that will occur.

VOLUNTEER DISMISSAL

Violation of the DRBF Ethics Policy or Conflict of interest Policy or failure to comply with the Volunteer Responsibilities and Expectations as listed above may result in dismissal of the volunteer.

VOLUNTEER DISMISSAL PROCEDURE

- If the volunteer is deemed to have violated the DRBF Ethics Policy or Conflict of Interest Policy, the procedures as outlined in those policies will be followed.
- If the Volunteer Responsibilities and Expectations are not met, the Executive Director and applicable Board member will meet with the volunteer and discuss the appropriate course of action.



LOBBYING & OUTREACH POLICY

PURPOSE

The DRBF is committed to building awareness of the Dispute Board (DB) process and encouraging use of the process worldwide. As a way to promote the DB process and to increase the number of DBs formed each year, the DRBF engages in outreach efforts to introduce the process to new users/employers, potential new members/DB practitioners, and other industry stakeholders.

RESPONSIBILITY

Officers, Board of Directors, Committees, Members, and DRBF staff.

BACKGROUND

There are a number of methods for reaching out to the DRBF's target audiences. Each Region and/or committee should consider first the desired outcome, and then pursue the strategy that is best suited to accomplish the stated goal. Techniques may include, but are not limited to:

1. Individual meetings with party representatives and their advisors
2. Lunch and learn presentations for industry groups
3. Conference presentations and/or marketing booths at industry events
4. Webinars and seminars (DRBF sponsored or with other industry partners)
5. Promotional emails and social media posts
6. Attending industry events on behalf of the DRBF

The purpose of outreach activities is to expand the reach of the DRBF to new audiences. Decisions are made by the relevant Regional Board and DRBF Staff in alignment with the overall strategic plan.

LOBBYING

In order to maintain the 501(c)3 status with the US Government, the DRBF may not conduct any lobbying efforts. Lobbying is defined as an attempt to influence congressional actions and the actions of state legislatures and local governing bodies. This includes reaching out directly to public officials or their employees to influence specific legislation (phone calls, emails, etc.) or trying to influence the general public to do the same.

However, the DRBF may distribute educational materials about potential legislative actions, urge administrators to enforce existing regulations, publish nonpartisan studies, and communicate with representatives about legislation that could negatively impact an its tax-exempt status.

The DRBF may indirectly support other organizations that engage in lobbying activities by providing educational materials or assisting in studies which may then be presented to officials with influence in legislature.

OUTREACH

Administration:

1. Each Region should develop a strategic outreach plan that will be updated as necessary on an annual basis. The plan should have specific measurable goals along with specific actions to be taken in order to achieve them.
2. Outreach materials, including brochures, presentations, articles that have been published describing the DB process, testimonials from owner agencies and/or contractors, and other promotional and educational materials will be maintained and updated by the DRBF staff.
3. DRBF staff are available to assist with any presentation materials that may be needed. DRBF brochures, articles, and the *DB Manual: A Guide to Best Practices and Procedures* can be used as appropriate for leave-behind material. Anything developed by a member must adhere to the DRBF Brand Standards Policy and have approval from DRBF staff.
4. Outreach Committees - Regional Boards may appoint an outreach committee chair and committee members as appropriate. Proper governance procedures should be implemented with close coordination with DRBF staff.

Procedures:

OUTREACH FUNDING

If an outreach activity will require DRBF funding, and funding can be allocated, it must be pre-approved by the DRBF Executive Director and appropriate Regional Board member/Treasurer. Requests must include the following information:

- Name of participants, date, location
- Assessment of the opportunity
- Summary of primary messaging to this audience
- Estimated costs

For more information on invoicing and payment procedures refer to the DRBF Financial Policy and Procedures.

CROSS-REGIONAL COORDINATION

Any outreach efforts that have cross-regional implications or require cross-regional coordination are facilitated by the DRBF Executive Director, and any expenditures would be covered out of Regional operating budgets in agreement with all appropriate Board Treasurers.



MENTORING AND APPRENTICESHIP PROGRAMS

PURPOSE

Provide guidelines for the administration of Mentoring and Apprenticeship programs of the DRBF.

RESPONSIBILITY

Officers, Board of Directors, Members and DRBF Staff.

BACKGROUND

The DRBF offers mentoring and apprenticeship programs at the Regional level only. As of 2025, only Regions 1, 2, and 3 have active programs.

ADMINISTRATION

Recruitment: There should be ongoing recruitment activities for new mentors. As appropriate to the regional structure, the recruitment responsibilities are led by either the Regional Board of Directors and/or the Mentoring Committee. DRBF staff will support the Regions in these activities as required.

Screening: Each mentor and mentee applicant completes a screening procedure. DRBF staff may check basic program qualifications such as active DRBF membership, completion of DRBF training workshops, and other established criteria. The relevant committee or Board is responsible for screening other industry-related criteria.

Matching: DRBF leadership and staff will follow the guidelines outlined in the match procedure prior to creating a mentor/mentee match and should use the factors outlined in the matching procedure to determine the suitability of a mentor/mentee match.

Remuneration: There is no payment of any fees towards the mentor or mentee, volunteer program administrators, or the DRBF. Mentees shall bear their own costs associated with the program (potential travel to site, visa, accommodation, subsistence etc.). If the Mentee is sponsored by a company or organization, upon request they may receive a statement confirming participation in the program.

Other requirements: Participants must follow all other relevant DRBF Policies and Procedures, including but not limited to: DRBF Code of Ethical Conduct, Diversity and Inclusion, etc.

RECORD KEEPING

When applications or expressions of interest are submitted to DRBF Staff or through the DRBF website, staff will process the application accordingly. All records are to be kept confidential and DRBF will maintain records as necessary.



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EDUCATION AND TRAINING

PURPOSE

Compliance with ARTICLE II of the BYLAWS of the Dispute Resolution Board Foundation, Inc. (DRBF).

RESPONSIBILITY

Officers, Board of Directors and DRBF staff.

BACKGROUND

The DRBF mission is to provide information, education and training to entities and persons having need of dispute avoidance and resolution services. Education refers to materials produced by the DRBF to explain the DB process and best practices. These materials may include white papers, flyers, PPTs, webinars, books, etc. Training refers to fee-based, detailed programs for DB users, practitioners and other decision makers.

POLICY

1. Education
 - a. The DRBF publishes educational materials in accordance with recommended best practices and in accordance with the DRBF Brand Standards Policy.
 - b. Educational materials must be approved by DRBF staff and relevant board when appropriate.
2. Training
 - a. All DRBF sanctioned workshops must adhere to the DRBF Brand Standards Policy.
 - b. Develop and maintain standard courses of instruction to ensure uniform application of the principles for dispute prevention and resolution advocated by the DRBF.
 - c. DRBF leadership are encouraged to identify new topics and trainer candidates for the growth of the training program.

PROCEDURE

1. DRBF leadership will ensure that an adequate number of trained and experienced trainers are available to satisfy the demand for training that might arise from providers, users and other interested parties.
2. DRBF staff will prepare proposals that ensure that sufficient fees are collected to offset the costs of providing training services, including trainer's fees, preparation time, travel expenses, DRBF logistical support, training materials, and any venue or catering expenses.

3. DRBF staff will ensure that trainers are provided with standard templates for training courses, and standard training materials and workbooks to ensure uniformity in DRBF-sponsored courses and workshops, as necessary.
4. DRBF staff will review and update materials in accordance with DRBF best practice documents.
5. DRBF staff will ensure that each attendee at a DRBF training program is provided with a DRBF certificate upon completion of the training and may issue a digital credential in accordance with the Micro-credentialing Policy (still in development).
6. DRBF staff will ensure that any trainer compensation is consistent across all programs and regions, while maintaining flexibility for local market conditions.
7. The DRBF staff is responsible for any training logistics such as workbooks, nametags, certificates, audio/visual needs, catering, etc.
8. The DRBF has a policy of continuous improvement. DRBF staff will integrate feedback from the trainers immediately following delivery of a course and identify any new topics for development.



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DRBF SERVICES

PURPOSE

Compliance with ARTICLE II of the BYLAWS of the Dispute Resolution Board Foundation, Inc. (DRBF).

RESPONSIBILITY

Board Members, DRBF Members, and DRBF staff.

BACKGROUND

Article II – PURPOSES AND OBJECTIVES of the DRBF BYLAWS provides that the DRBF is a voluntary organization created to provide information, education and training to entities and persons having need of dispute avoidance and resolution services. In particular, the Article provides that the DRBF should conduct the following activities:

- Create and provide educational materials and services for members and the public concerning the DB process.
- Encourage, sponsor, or conduct seminars, expositions, and other means of creating interaction between providers and users of DBs.
- Promote and provide training to DRBF members and prospective members.
- Provide education and training for potential users of the DB process.

Policy

As part of its outreach and member support activities, the DRBF currently offers “no cost” presentations and general educational information, as well as support identifying potential DB candidates..

The DRBF may be asked to provide detailed advice on DB program set up and administration for a project or program. This may include review of contract documents, DB administrative procedures, DB specifications, project team training, DB agreements, and other related documents. When a substantial level of effort beyond traditional “no cost” outreach and general information is required, the DRBF will provide these services for a fee.

This policy and procedure is intended to cover the type of advisory services the DRBF will provide and procedures for providing those services. Note that training is not covered by this procedure since that is covered by another DRBF policy.

Advisory Services

The DRBF will offer the following advisory services:

1. Assessment of an existing DB Program, including DB selection process, DB specifications, DB operating procedures, and customized “lessons learned” workshops for existing DB programs.
2. Assistance with setting up a new DB program, including advice on DB selection process, DB specifications, DB operating procedures, and establishing DB process training requirements.

NOTE: If specific training is identified as part of the DB program assessment or start-up, the training program will be developed under the Education and Training policy and will not be offered as part of advisory services.

Advisory Services Procedure

1. When the DRBF is contacted Executive Director will assess the request and refer it to the appropriate person or group to establish scope and budget.
2. All proposals will include a disclaimer that the DRBF’s advisory services are not intended to substitute for the user’s independent review and acceptance of the DRBF deliverables for technical, legal, or other purposes.
3. After the proposal is signed, the assigned DRBF member(s) will deliver the advisory services and will update the Executive Director of deliverables and outcomes as the engagement progresses.
4. The assigned DRBF representative will coordinate with the DRBF staff as needed to confirm any advice being given is in accordance with DRBF-recommended best practices.
5. DRBF staff will administer the proposal including payment and close out of the engagement.
6. At the end of the engagement, all work products will be delivered to the DRBF for record-keeping.

Advisory Services Proposal Procedures

The following will be taken into account in pricing the proposal:

1. DRBFs advisory services will generally be provided on a unit price basis, including expenses where applicable, with defined scope of services and deliverables for each unit of work.
2. More flexible pricing options based on an hourly rate structure also will be available on request, depending on the advisory services required and the extent of support requested. However, the hourly rates of the assigned DRBF Member will be at a substantially reduced level compared to market rates for similar professional services, to reflect the non-profit status of the DRBF.
3. Pricing will include an amount to cover DRBF overhead in administering the project.

Request for Qualifications/Candidate Lists

DRBF members and DB users contact the DRBF seeking lists of potential candidates to serve on Dispute Boards. DRBF staff will provide the available options and assist with providing lists and/or CVs for DRBF members who meet the stated criteria. Lists of DB members will be

consistent with the DRBF Diversity and Inclusion Statement. The DRBF will distribute a Request for Qualifications (RFQ) for DB members on behalf of a party as requested.

Request for Qualifications/Candidate Lists Procedure

1. Staff receives a request for candidate lists and provide all available options, which may include a curated list, temporary access to the DRBF member database, requesting CVs from DRBF members, and RFQs.
2. When the user requests an RFQ, DRBF staff works with the user to provide all relevant information necessary for DRBF members to complete the application process.
3. All replies to the RFQ will go directly to the requesting party and not to DRBF staff.
4. DRBF staff will keep record of the requests for tracking and reporting purposes.



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DRBF MICROCREDENTIALING PROGRAM

This program is still in development and will be added to the Handbook once it has been completed.



PUBLICATIONS

PURPOSE

The purpose of this policy is to:

1. ensure that all DRBF Publications meet appropriate professional standards in respect of their content and presentation.
2. reinforce DRBF's role as the worldwide centre of excellence for the provision of training, the dissemination of knowledge and the continuing development of professional practice in relation to Dispute Boards.
3. enable the provision of relevant information about Dispute Boards, in a language, form and content, best suited to the particular target audience / recipient.
4. protect the DRBF's intellectual property rights in respect of all DRBF Publications.

RESPONSIBILITY

DRBF Executive and Regional Boards and DRBF Executive Director.

DEFINITIONS

For the purposes of this Policy, a "DRBF Publication" is defined to be any information or material, of a type or in a form as noted below, which has been released for general publication and use by DRBF Members and by the Foundation in the pursuit of its mission.

TYPES OF PUBLICATIONS

There are a variety of DRBF Publications covered by this Policy. These include:

1. Dispute Board Manual – A Guide to Best Practices and Procedures.
2. Best Practice Guides (on specific topics, such as the DRBF Code of Ethical Conduct).
3. White Papers (on specific topics, such as DBs in PPPs, etc.).
4. Recommended Model Forms (such as DB Agreements, Rules, Procedures and other standard Precedent documents).
5. Training Materials.
6. Outreach Materials.
7. Invited Papers / Articles (specifically relating to the concepts, application and utilisation of Dispute Boards worldwide).

FORMS OF PUBLICATIONS

The forms of media utilised for DRBF Publications and covered by this Policy include:



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1. print (including books, manuals, multi or single page documents, graphics, etc., in either hard copy or digital form).
2. video (webinars, video clips, PowerPoint, Zoom, YouTube, etc).
3. audio (recorded interviews, podcasts, speeches, conference presentations, etc).

APPROVAL OF DRBF PUBLICATIONS

DRBF Executive Board of Directors

The DRBF Executive Board has the primary responsibility for the approval of all DRBF Publications. Subject to the delegations of authority noted below, the approval of the Executive Board must be obtained prior to the release of any DRBF Publication for general distribution or use.

Publications Committee

The DRBF Publications Committee has responsibility for reporting and making recommendations to the Executive Board on all matters relating to DRBF Publications.

The Committee will be chaired by the DRBF Executive Director, with at least two other members appointed by the Executive Board President. The other members should both be experienced DB practitioners and/or users. At least one member of the Committee should be legally qualified.

The Committee will be responsible for managing all aspects of the drafting, editing and production of DRBF Publications.

Delegation of Authority

For particular DRBF Publications, the Executive Board may delegate its ‘approval’ responsibility to the Publications Committee, to one of the Regional Boards of Directors or to the Training Committee (in the case of Training Materials).

For example, there are various DRBF Publications produced by and for the members of a particular Region. These include newsletters, webinars, outreach materials, etc. In these instances, the Regional Board of Directors is usually better placed to check the information content and to undertake the approval process.

PROTECTION OF DRBF COPYRIGHT

A fundamental objective of this Policy is to protect the DRBF’s intellectual property, as it is created, included and disseminated in DRBF Publications.



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While DRBF's intellectual property rights will exist inherently within such publications, it is good practice to expressly claim copyright by means of a standard notice included in the introduction or header/ footer of the published document; at minimum "© Dispute Resolution Board Foundation (year)."

Some countries / jurisdictions worldwide have additional statutory provisions and powers regarding the protection of copyright. DRBF Publications within these jurisdictions may need to be checked for compliance with such statutory provisions.

PERMISSION TO USE DRBF MATERIALS

It is not uncommon for groups or individuals working within the Dispute Board and ADR areas of practice, to copy and use material from DRBF Publications. This practice most often occurs with material taken from the *Dispute Board Manual* or with the use of training materials developed by DRBF.

This Policy is designed to allow and encourage such uses, provided it is in the best interests of DRBF. Permission or a licence to use such materials will generally be granted, subject to the following requirements:

1. Requests for copying and use of material from DRBF Publications should be made to the Executive Director before the material is utilised by others.
2. Such requests should clearly identify the material to be copied and the use to which it will be put.
3. The Executive Director (and for major requests, the Publications Committee) is authorised to grant such requests (in the form of a written permission or a one-off licence), subject to appropriate conditions.
4. All licensed use of material from DRBF Publications should include a clear attribution statement, acknowledging DRBF as the source / owner of the copyright material.

Where the unauthorised use of DRBF copyright material comes to the attention of the DRBF staff or members, such instances should be called out and challenged. Unauthorised use may be addressed in several ways, at the discretion of the Executive Director. For example, a request could be made for post-publication acknowledgment of, or an apology to, the DRBF. In other instances, the removal of the offending material from publication could be demanded.

NON-ENGLISH TRANSLATIONS

As the DRBF expands its global reach, there is an increasing demand for the translation of DRBF Publications into languages other than English. This policy is designed to facilitate such translations, subject to the following requirements:



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1. All translation proposals / requests should be considered by the Publications Committee on the basis of need (e.g. training, outreach, etc) and usage (e.g. size of audience, number of non-English speaking members, etc).
2. All translation proposals should be approved, and funding (where necessary) allocated by the Executive Board.
3. The process of translation should be managed by the Executive Director. The work of translation may be done by a team of DRBF members, a professional translator, or some combination thereof.
4. All draft translation material must be reviewed by an experienced and fluent DRBF member before publication, to ensure that all DB concepts, industry terms and legal / professional principles are properly conveyed in the translation.
5. Unauthorised and/or non-professional translations of DRBF Publications are not permitted and should be called out as such by DRBF (see above).

PUBLICATION COSTS / FEES

Any funding required for the production of a DRBF Publication shall be subject to the approval of the Executive Board. Funding may be provided either by means of a standard budget item or a special project grant allocation.

Fees or charges for DRBF Publications (e.g. for a hard copy of the *Dispute Board Manual*) are set by the Executive Board at its discretion, generally on a cost recovery basis.



DRBF IDENTITY AND BRAND STANDARDS

PURPOSE

The purpose of this policy is to ensure consistency in the DRBF identity and the application of brand symbols. The DRBF has established a set of identity standards to be utilized for all communication tools, including but not limited to brochures, flyers, books, newsletters, PowerPoint presentations, stationary, and websites. Maintaining these standards across all mediums is critical for the maintenance and development of the DRBF brand.

RESPONSIBILITY

Officers, Board of Directors, Committees, Members, and DRBF staff.

POLICY

1. The DRBF logo and other branded materials cannot be modified in any way without approval of the DRBF Executive Director and/or the Executive Board of Directors. This includes, but is not limited to, changes in color, font, sizing,
2. DRBF staff will assist Directors, Committees, and DRBF members with the development of any print or digital media that is prepared or presented on behalf of the DRBF, from providing camera-ready logos and templates to complete design and production.
3. DRBF staff maintains standardized templates that can be downloaded from the member's section of the website or can be provided upon request.
4. Any materials produced utilizing DRBF logos and branding, referencing the DRBF, or for DRBF activities, must be submitted to DRBF staff for approval.
5. The DRBF logo and tagline is trademarked. DRBF Staff will maintain the renewal of trademark status as necessary.

DRBF Logo, Fonts and Colors

1. The DRBF maintains high quality graphic files for all variations of the DRBF logo.
2. Whenever possible, materials should use the following fonts:
 - a. Titles and headlines: Gill Sans MT, Verdana, Arial, Helvetica, Trebuchet, Lucinda Grande
 - b. Main body text: Times New Roman, Arial
3. The DRBF colors are blue (RGB 25.33.75 and WEB#19214B) and accent colors white (RGB 255.255.255 and WEB#FFFFFF), green (RGB 40.197.89 and WEB#28C559), aqua haze (RGB 236.242.246 and WEB#ECF2F6), deep blue (RGB 15.21.51 and WEB#0F1533) or denim (RGB 30.130.193 and WEB#1E82C1)

4. DRBF staff maintains all trademark and licensing for DRBF logos and taglines.

Word Usage

The DRBF has developed a standard glossary (included in the *Dispute Board Manual: A Guide to Best Practices and Procedures*) to address usage of DRBF and common industry terms. These standards should be maintained as much as possible across all platforms. Some exceptions may be made for cultural or regional variations.

Website

The DRBF hosts and maintains two websites; www.drb.org and www.disputeboard.org. The sites serve to convey information to all external audiences, and has a password-protected section for DRBF members only.

DRBF staff will host and maintain all pages of the DRBF websites. In addition, the DRBF may develop groups on social media sites for facilitating discussions, in accordance with the DRBF Social Media Policy.



ARTIFICIAL INTELLIGENCE (AI) USAGE

PURPOSE

Provide guidelines for the usage of Artificial Intelligence (AI) for the creation and implementation of DRBF communications and administrative tasks.

RESPONSIBILITY

DRBF Staff

BACKGROUND

With the rise in the use of AI, it is important that the DRBF sets a policy and standards for the use of this tool in the work of the DRBF. As this is a rapidly changing field, staff will continue to adapt to changing conditions, always keeping in mind basic DRBF principles of ethics and professionalism.

POLICY

1. The DRBF will maintain confidentiality regarding all proprietary data and Intellectual Property (IP) ensuring they are never disclosed to external AI platforms.
2. No non-anonymized personal information is to be processed through third-party AI tools.
3. AI will not be used in any decision-making processes.
4. Any AI-generated materials should be considered initial drafts, subject to thorough review.
5. AI will not be used for any published works without proper attribution.
6. AI may be used for image generation/content creation for marketing purposes.
7. Any use of AI will be in accordance with the DRBF Diversity and Inclusion Policy.
8. DRBF staff will comply with relevant association management industry regulations and legal requirements related to AI use.
9. Any use of the training materials to "train" generative artificial intelligence (AI) technologies to generate text is expressly prohibited.



DRBF SOCIAL MEDIA POLICY

PURPOSE

To provide guidelines for DRBF Members and DRBF Staff involved in activities on social media.

RESPONSIBILITY

Officers, Board of Directors, Committees, Members, and DRBF staff.

POLICY STATEMENT

The DRBF acknowledges and recognizes the influence and appearance social media has on the DRBF, as well as the rights of individuals to participate. However, it is in the DRBF's best interest to set guidelines and procedures in the usage of social media, especially when the media directly impacts either positively or negatively on the brand and image of the DRBF.

OBJECTIVE

In social media activities, official or unofficial, it is understood that actions are a direct reflection of the DRBF and must maintain high ethical standards. All DRBF members and staff must work together to protect the DRBF from any legal threats that may arise as a result of social media usage. The purpose of DRBF social media activities is to increase member engagement and promote the Dispute Board process and DRBF activities. Activities should be consistent with the DRBF Diversity and Inclusion Statement, Code of Ethical Conduct, and in keeping with the DRBF Mission Statement.

GUIDELINES

1. Only DRBF staff and members authorized by the Executive Director are permitted to post on the DRBF's official social media sites.
2. The DRBF name, brand, or likeness cannot be used on any social media outlet without the express written consent of the Executive Director or DRBF staff members appointed by the Executive Director.
3. Content posted on DRBF social media accounts must be approved by the Executive Director or DRBF staff members appointed by the Executive Director.
4. The Executive Director and DRBF Staff have the authority to remove any social media posts or comments on official DRBF sites at their discretion.



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5. All content should be directly related to the Dispute Board process and focused on DRBF activities.
6. In instances where a private group is created on a social media or messaging platform, a DRBF staff member must be assigned as an administrator who will monitor all activity. There may be additional rules developed for a private group that must be approved by the DRBF staff.
7. Requests to publish content via the official DRBF social media sites should be submitted to the Executive Director.
8. If there is a question as to the appropriateness of a post, contact DRBF Staff (info@drb.org).



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EVENTS

PURPOSE

Provide guidelines for conferences and events.

RESPONSIBILITY

Officers, Board of Directors, Members and DRBF Staff

EVENTS POLICY

1. The events calendar is set at least one year in advance with input and approval from the Regional Boards and the Executive Board.
2. The Regional President appoints the chair for each conference in their region.
3. The Executive Board will review and approve the location of the Annual International Conference at least three years in advance. Any Region may submit a proposal to host to the Executive Board for consideration. The conference will be included in the annual budget of the host region. All event contracts must have approval from the Treasurer and Executive Director as set in Section II of the Financial Procedure.
4. The conference budget is established as follows.
 - a. The preliminary conference budget is established by DRBF Staff based on historical data, signed contracts, and programmatic requirements.
 - b. Staff will review and evaluate budgets for consistency in fees, offerings, and sponsorship value across all regions, and consider local factors when establishing the budget.
 - c. Budgets are drafted to meet minimum profitability requirements for the Regions annual budget.
 - d. Budgets are updated and reviewed by the committee and/or relevant board as necessary.
 - e. Staff attendance is on a case-by-case basis, to be evaluated by the Executive Director. Any onsite staff support, and relevant expenses are included in the budget.
5. Sponsorships will be handled in accordance with the Sponsorship Policy.
 - a. Staff prepares an annual program for sponsorship and develops promotional assets for sponsors and supporting organizations as needed.
6. Supporting Organizations (SO), defined as a promotional partnership with no money exchanged, are encouraged for each event. In the agreement, we define terms of support, the use of DRBF logo, SO logo and guidelines for promotion.
7. Registration should be opened at least two months prior to the event, or the event may be rescheduled or cancelled by DRBF Staff in consultation with the relevant Board President.

8. Registration will include a cancellation and refund policy.

CONFERENCE FEES POLICY

The DRBF expects all speakers and planning committee members, including all International and Regional Directors and DRBF members, to pay the standard registration fee for conferences which helps cover the hard costs of their full participation in the conference.

Exception to this policy may include:

1. Speaker only attending their session
2. Speakers from government and/or public agencies, organizations, and other associations
3. Individuals at the discretion of the Executive Director and/or Regional President.

Expense Reimbursement

On a case-by-case basis, the DRBF may pay for travel, accommodations, and meals for speakers.

1. Speakers will only be reimbursed for the room block rate for accommodation.
2. Travel will be reimbursed based on the DRBF Travel Policy.
3. Any exceptions to this policy should be approved by the appropriate Regional Treasurer.



SPONSORSHIP POLICY

Purpose

Provide guidelines for solicitation of sponsorship funding for DRBF events.

Responsibility

Officers, Board of Directors, Committee Members and Administrative Staff of the Foundation.

Background

DRBF solicits sponsorships as part of the revenue stream for events. Packages are developed to include multiple levels with corresponding benefits to the sponsor.

Policy

In general, the DRBF follows the guidelines below for administration of sponsorship:

1. Major events should endeavor to have multiple sponsors to ensure that the DRBF is perceived as not favoring any single sponsor or group of sponsors.
2. The DRBF will have the right to require that advertising that does not meet the DRBF's subjective standards be altered or removed.
3. The DRBF may prepare sponsor packages and must endeavor to keep price points and corresponding sponsor benefits across all sponsors and all events consistent.
4. Sponsorships should be paid in full prior to the event for which the sponsorship occurs.
5. The DRBF does not sell speaker slots. However, a speaker may be from a sponsoring company or organization. All speakers are at the discretion of the event program committee.

Procedure

The DRBF staff develops a sponsor program for the year with various price point options and appropriate benefits for each level. In addition, staff may prepare custom multi-event and multi-year packages.



AWARD POLICY

PURPOSE

To provide guidelines for DRBF Awards programs.

RESPONSIBILITY

Officers, Board of Directors, and DRBF Staff.

BACKGROUND

The Al Mathews Award for Dispute Board Excellence is named after the founder of the DRB process and was first awarded in 2001; it is now given on an annual basis at the DRBF's Annual International Conference. In 2016, Region 1 added the Excellence in Dispute Avoidance and Resolution Award to recognize project teams in Region 1 as a way to help attract more owner and contractor engagement.

AL MATHEWS AWARD

- 1.) The selection committee consists of the Executive Board President, the Presidents of the Regional Boards and three previous award recipients who serve for three years maximum. The Executive Board President chairs the selection committee and appoints a previous recipient to any open position on the committee.
- 2.) The selection committee may receive proposals from members. However, there should not be a call for nominations to the membership.
- 3.) The award winner is selected by majority vote of the selection committee.
- 4.) Criteria to be considered eligible for the award:
 - a) At least eight years of continuous membership in the DRBF.
 - b) At least five years of active service to the DRBF in Boards or committees.
 - c) Active personal involvement in the spreading of the DB process and/or its continued development.
 - d) Non-DRBF-members may also be eligible for the award based on excellence in support of the DB process.

Procedure

1. A committee for the Al Mathews Award should be formed in January.
2. Selection should be made by March.
3. An achievements paragraph is prepared by the committee and submitted to staff for preparation of the award announcement.
4. Award(s) is to be ordered by DRBF staff.
5. DRBF staff publicizes the award and presentation.

Excellence in Dispute Avoidance Resolution Award (Region 1) - Discontinued

1. The Awards committee will be appointed by the Region 1 President. In situations involving a conflict, the conflicted committee member should recuse themselves from selection in the award category.
2. Applications are published on the DRBF website and promoted to members and contacts in Region 1.
3. DRBF staff review the annual award applications for completeness, and if incomplete will request additional information.
4. The Awards committee reviews applications and determines award recipient(s) according to the criteria set forth in the nomination documents.
5. Staff notifies award winners and invites them to send a representative to DRBF Annual Meeting to receive award and/or give a presentation on their project. Company representatives may be given complimentary registration.
6. The award is presented as part of the Region 1 Annual Conference held each year.
7. Award(s) to be ordered by DRBF staff.
8. DRBF staff publicizes the award and presentation.



DRBF EXECUTIVE BOARD MEMBER ACKNOWLEDGEMENT

The affairs of the Dispute Resolution Board Foundation (“DRBF”) shall be managed under the direction of the Executive Board of Directors (hereinafter, the “Board”). The Board, within the limits of the bylaws, shall supervise, control, and direct the affairs of the DRBF and shall actively promote DRBF purposes. The Board shall have discretion in the disbursement of DRBF funds, shall determine DRBF policies, rules and procedures for the conduct of DRBF business as it deems advisable and may, in the execution of the powers granted, appoint such agents as it may consider necessary.

I understand and acknowledge that as a member of the DRBF Executive Board of Directors, I commit to:

1. Serve the entire term for which elected or appointed unless elected or appointed to another position, at which point a new term of service will commence, or unless the member resigns.
2. Participate in all conference calls and in-person meetings of the Board of Directors, unless circumstances beyond my control prevent my attendance (if unable to participate in person, make arrangements to participate via virtual link if possible). Conference calls are approximately 90-120 minutes in length and typically occur monthly, unless otherwise agreed by the Board. In-person meetings may be held (typically twice per year), coinciding with major DRBF events. Expenses for in-person meetings shall be reimbursed per the DRBF Travel Policy in the Policies and Procedures Handbook.
3. Prepare for Board calls and Board meetings by reading Board materials and be prepared to discuss all topics.
4. Facilitate a productive Board by listening to peers, working cooperatively, treating others with respect, and building consensus, whenever possible.
5. Take on leadership roles as appropriate.

As a member of the Executive Board of the DRBF, I understand and acknowledge that my duties and responsibilities include the following:

1. Understand that I am responsible for contributing to the health and well-being of the DRBF.
2. Understand that it is my duty to know the DRBF budget, be active in planning the budget, and planning and assisting in strategic goals and initiatives to meet that budget.
3. Understand that the DRBF is required to act consistently with its purposes and objectives as stated in the bylaws and any mission and vision stated in the board’s strategic plan and that I will act consistently with those purposes and objectives.
4. Understand the values of the DRBF and use them in my decision making.

5. Serve on at least one committee. Attend all regular committee meetings and actively participate in the proceedings, unless circumstances beyond my control prevent my attendance. In such instances, I will notify the committee chair or relevant staff member of my absence prior to the scheduled meeting.
6. Be accessible, at least by phone or email, to staff and other Board members as needed.
7. Participate in Board member orientation.
8. Attend as many DRBF events as possible.
9. Subject to any privacy or confidentiality considerations, I will share resources and talents with the organization, including expertise, contacts for financial support, and contacts for in-kind contributions.
10. Serve as an advocate for the DRBF within my circles of influence — personal, business, civic, etc.
11. Fulfill DRBF commitments within agreed-upon deadlines.
12. Maintain and promote high ethical standards, including good-faith Board decision making, and avoiding and declaring any actual or perceived conflict of interest with other activities, interests, and/or organizations with which I may be involved.
13. Maintain the confidentiality of the private information of the organization, staff, clients, and other Board members.
14. Understand and follow global DRBF policies.
15. Communicate effectively and respect the diverse opinions of others.
16. Agree that in the event, for whatever reason, I can no longer fulfill my duties and responsibilities as a DRBF Board member, I will immediately notify the Board chair and make arrangements to transfer any outstanding responsibilities to other members of the Board.
17. Understand that if I am absent without excuse from regularly scheduled Board meetings more than 3 times in a year that I will resign from the Board.

As a member of the DRBF Board of Directors, I have read the above commitments, duties and responsibilities and commit to fulfill these expectations.

Signature

Date (mm/dd/yyyy)

Print Name



DRBF REGIONAL BOARD MEMBER ACKNOWLEDGEMENT

The affairs of the Dispute Resolution Board Foundation (“DRBF”) are managed under the direction of the Executive Board of Directors and Regional Boards of Directors within the limits of the DRBF bylaws.

I understand and acknowledge that as a member of the DRBF Region 1 Board of Directors, a voluntary position, I commit to:

1. Serve the entire term for which elected or appointed, unless elected or appointed to another position), at which point a new term of service will commence or the member resigns.
2. Participate in all conference calls and in-person meetings of the Regional Board of Directors, unless circumstances beyond my control prevent my attendance (if unable to participate in person, make arrangements to participate via virtual link if possible). Conference calls are approximately 60 minutes in length and typically occur monthly, unless otherwise agreed by the Board. In-person meetings may be held (typically once per year), coinciding with major DRBF events.
3. Prepare for Board calls and Board meetings by reading Board materials and be prepared to discuss all topics.
4. Facilitate a productive Board by listening to peers, working cooperatively, treating others with respect, and building consensus, whenever possible.
5. Take on leadership roles as appropriate.

As a member of the DRBF Region 1 Board of Directors, I understand and acknowledge that my duties and responsibilities include the following:

1. Understand that I am responsible for contributing to the health and well-being of the DRBF.
2. Understand that it is my duty to know the DRBF regional budget, be active in planning the regional budget, and planning and assisting in strategic goals and initiatives to meet that budget.
3. Understand that the DRBF is required to act consistently with its purposes and objectives as stated in the bylaws and any mission and vision stated in the Board’s strategic plan and that I will act consistently with those purposes and objectives.
4. Understand the values of the DRBF and use them in my decision making.
5. Serve on at least one committee or task force. Attend all regular committee meetings and actively participate in the proceedings, unless circumstances beyond my control prevent my attendance. In such instances, I will notify the committee chair or relevant staff member of my absence prior to the scheduled meeting.
6. Be accessible, at least by phone or email, to staff and other Board members as needed.

7. Participate in Board member orientation.
8. Attend as many DRBF events as possible.
9. Subject to any privacy or confidentiality considerations, I will share resources and talents with the organization, including expertise, contacts for financial support, and contacts for in-kind contributions.
10. Serve as an advocate for the DRBF within my circles of influence — personal, business, civic, etc.
11. Fulfill DRBF commitments within agreed-upon deadlines.
12. Maintain and promote high ethical standards, including good-faith Board decision making, and avoiding and declaring any actual or perceived conflict of interest with other activities, interests, and/or organizations with which I may be involved.
13. Maintain the confidentiality of the private information of the organization, staff, clients, and other Board members.
14. Understand and follow global DRBF policies.
15. Communicate effectively and respect the diverse opinions of others.
16. Agree that in the event, for whatever reason, I can no longer fulfill my duties and responsibilities as a DRBF Board member, I will immediately notify the Board chair and make arrangements to transfer any outstanding responsibilities to other members of the Board.
17. Understand that if I am absent without excuse from regularly scheduled Board meetings more than 3 times in a year that I will resign from the Board.

As a member of the DRBF Region 1 Board of Directors, I have read the above commitments, duties and responsibilities and commit to fulfill these expectations.

Signature

Date (mm/dd/yyyy)

Print Name



DRBF REGION 2 BOARD MEMBER ACKNOWLEDGEMENT

The affairs of the Dispute Resolution Board Foundation ("DRBF") are managed under the direction of the Executive Board of Directors and Regional Boards of Directors within the limits of the DRBF bylaws.

I understand and acknowledge that as a member of the DRBF Region 2 Board of Directors, a voluntary position, I commit to:

1. Serve the entire term for which elected or appointed, unless elected or appointed to another position), at which point a new term of service will commence or the member resigns.
2. Participate in all conference calls and in-person meetings of the Regional Board of Directors, unless circumstances beyond my control prevent my attendance (if unable to participate in person, make arrangements to participate via virtual link if possible). Conference calls are approximately 60-120 minutes in length and typically occur monthly, unless otherwise agreed by the Board. In-person meetings may be held (typically once per year), coinciding with major DRBF events.
3. Prepare for Board calls and Board meetings by reading Board materials and be prepared to discuss all topics.
4. Facilitate a productive Board by listening to peers, working cooperatively, treating others with respect, and building consensus, whenever possible.
5. Take on leadership roles as appropriate.

As a member of the DRBF Region 2 Board of Directors, I understand and acknowledge that my duties and responsibilities include the following:

1. Understand that I am responsible for contributing to the health and well-being of the DRBF.
2. Understand that it is my duty to know the DRBF regional budget, be active in planning the regional budget, and planning and assisting in strategic goals and initiatives to meet that budget.
3. Understand that the DRBF is required to act consistently with its purposes and objectives as stated in the bylaws and any mission and vision stated in the board's strategic plan and that I will act consistently with those purposes and objectives.
4. Understand the values of the DRBF and use them in my decision making.
5. Serve on at least one committee or task force. Attend all regular committee meetings and actively participate in the proceedings, unless circumstances beyond my control prevent my attendance. In such instances, I will notify the committee chair or relevant staff member of my absence prior to the scheduled meeting.
6. Be accessible, at least by phone or email, to staff and other Board members as needed.

7. Participate in Board member orientation.
8. Attend as many DRBF events as possible.
9. Subject to any privacy or confidentiality considerations, I will share resources and talents with the organization, including expertise, contacts for financial support, and contacts for in-kind contributions.
10. Serve as an advocate for the DRBF within my circles of influence — personal, business, civic, etc.
11. Fulfill DRBF commitments within agreed-upon deadlines.
12. Maintain and promote high ethical standards, including good-faith Board decision making, and avoiding and declaring any actual or perceived conflict of interest with other activities, interests, and/or organizations with which I may be involved.
13. Maintain the confidentiality of the private information of the organization, staff, clients, and other Board members.
14. Understand and follow global DRBF policies.
15. Communicate effectively and respect the diverse opinions of others.
16. I understand that the working language of the DRBF is English. I will request translation accommodations if needed.
17. Agree that in the event, for whatever reason, I can no longer fulfill my duties and responsibilities as a DRBF Board member, I will immediately notify the Board chair and make arrangements to transfer any outstanding responsibilities to other members of the Board.
18. Understand that if I am absent without excuse from regularly scheduled Board meetings more than 3 times in a year that I will resign from the Board.

As a member of the DRBF Region 2 Board of Directors, I have read the above commitments, duties and responsibilities and commit to fulfill these expectations.

Signature

Date (mm/dd/yyyy)

Print Name



DRBF REGION 4 BOARD MEMBER ACKNOWLEDGEMENT

The affairs of the Dispute Resolution Board Foundation ("DRBF") are managed under the direction of the Executive Board of Directors and Regional Boards of Directors within the limits of the DRBF bylaws.

I understand and acknowledge that as a member of the DRBF Region 4 Board of Directors, a voluntary position, I commit to:

1. Serve the entire term for which elected or appointed, unless elected or appointed to another position), at which point a new term of service will commence or the member resigns.
2. Participate in all conference calls and in-person meetings of the Regional Board of Directors, unless circumstances beyond my control prevent my attendance (if unable to participate in person, make arrangements to participate via virtual link if possible). Conference calls are approximately 60-120 minutes in length and typically occur monthly, unless otherwise agreed by the Board. In-person meetings may be held (typically once per year), coinciding with major DRBF events.
3. Prepare for Board calls and Board meetings by reading Board materials and be prepared to discuss all topics.
4. Facilitate a productive Board by listening to peers, working cooperatively, treating others with respect, and building consensus, whenever possible.
5. Take on leadership roles as appropriate.

As a member of the DRBF Region 4 Board of Directors, I understand and acknowledge that my duties and responsibilities include the following:

1. Understand that I am responsible for contributing to the health and well-being of the DRBF.
2. Understand that it is my duty to know the DRBF regional budget, be active in planning the regional budget, and planning and assisting in strategic goals and initiatives to meet that budget.
3. Understand that the DRBF is required to act consistently with its purposes and objectives as stated in the bylaws and any mission and vision stated in the board's strategic plan and that I will act consistently with those purposes and objectives.
4. Understand the values of the DRBF and use them in my decision making.
5. Serve on at least one committee or task force. Attend all regular committee meetings and actively participate in the proceedings, unless circumstances beyond my control prevent my attendance. In such instances, I will notify the committee chair or relevant staff member of my absence prior to the scheduled meeting.
6. Be accessible, at least by phone or email, to staff and other Board members as needed.

7. Participate in Board member orientation.
8. Attend as many DRBF events as possible.
9. Subject to any privacy or confidentiality considerations, I will share resources and talents with the organization, including expertise, contacts for financial support, and contacts for in-kind contributions.
10. Serve as an advocate for the DRBF within my circles of influence — personal, business, civic, etc.
11. Fulfill DRBF commitments within agreed-upon deadlines.
12. Maintain and promote high ethical standards, including good-faith Board decision making, and avoiding and declaring any actual or perceived conflict of interest with other activities, interests, and/or organizations with which I may be involved.
13. Maintain the confidentiality of the private information of the organization, staff, clients, and other Board members.
14. Understand and follow global DRBF policies.
15. Communicate effectively and respect the diverse opinions of others.
16. I understand that the working language of the DRBF is English. I will request translation accommodations if needed.
17. Agree that in the event, for whatever reason, I can no longer fulfill my duties and responsibilities as a DRBF Board member, I will immediately notify the Board chair and make arrangements to transfer any outstanding responsibilities to other members of the Board.
18. Understand that if I am absent without excuse from regularly scheduled Board meetings more than 3 times in a year that I will resign from the Board.

As a member of the DRBF Region 4 Board of Directors, I have read the above commitments, duties and responsibilities and commit to fulfill these expectations.

Signature

Date (mm/dd/yyyy)

Print Name



DRBF Representative for (Country) A Voluntary Position

I understand and acknowledge that my duties and responsibilities as DRBF Representative include the following:

1. Promote the mission and interests of the DRBF in my country/region, including promoting the Dispute Board (DB) process to potential users (public and private owners, contractors, advisors, etc.) and recruiting new members.
2. Gather information in the country with respect to ongoing and upcoming projects and prospective DB opportunities. Report to the Regional Board of Directors and DRBF staff on needs for local DB members.
3. Report to the Regional Board of Directors and DRBF staff on related information about DBs and dispute resolution developments.
4. Produce or coordinate the development of articles and other informational materials of interest for:
 - a. The DRBF's communications (newsletter articles, papers, social media posts, etc.), subject to review and approval by the DRBF staff.
 - b. Magazines, journals, and other media in the representative's country/region.
5. Inform the Regional Board and DRBF staff of DRBF events I will attend and attend as many DRBF events as possible (virtual and in-person).
6. Organize and conduct, in coordination with members in the country, the Board of Directors, and DRBF staff, events and activities in my country and region to promote Dispute Boards and train prospective users of the process.

I understand and acknowledge that as DRBF Representative for (country), I commit to:

1. Prioritize the interests of the DRBF in developing and promoting Dispute Boards in my country ahead of any self-interest or self-promotion. This is consistent with the DRBF's duty of loyalty obligation held by each member of the Board of Directors, country representatives, staff, and volunteers, which generally requires one to place the interests of the organization over personal interests or the interests of others. (See DRBF's *Conflict of Interest Policy* in the DRBF Policy & Administrative Procedures Handbook.)
2. Observe confidentiality, compliance and duty of loyalty in dealing with DRBF proprietary information.
3. Adhere to and comply with the highest ethical standards in the performance of my duties and functions as DRBF Representative, and maintain and promote the highest ethical standards, including avoiding the appearance of impropriety and declaring any actual or perceived conflict of interest with other activities, interest, and/or organizations with which I may be involved. (See *DRBF Code of Ethical Conduct* and the DRBF's *Conflict of Interest Policy* in the DRBF Policy & Administrative Procedures Handbook.)
4. Be willing and available to commit and average of 8 to 10 hours per month to the position.



Dispute Resolution Board Foundation

Fostering common sense dispute resolution worldwide

7. Report regularly (minimum twice per year), in writing, to the Regional Board of Directors and Executive Director on developments in the respective country including those of promotion, opportunities, and education to develop DBs and recruit DRBF members.

This appointment is valid for up to two years, renewable by the DRBF Board upon request and approval by the Regional Board of Directors, and terminable for cause by the DRBF.

Agreed

Date

Agreed

Ann Russo, Executive Director

Date



DRBF Policy and Procedures Handbook

DRBF REPRESENTATIVE – GUIDELINES

These guidelines provide an indication of the obligations of the DRBF Rep and the support they receive from the DRBF. These guidelines are to be provided to and discussed with every DRBF Representative. They may be supplemented with items specific to the relevant Regional Board's operations and strategy.

I. DRBF Representative - Obligations

1. Grow DRBF membership and sponsors

A key priority for the DRBF Rep is to promote the understanding and use of DBs through outreach and promotional events as described below. In undertaking these activities, the DRBF Rep should identify individuals who may be potentially interested in membership and encourage them to join. Local member networking events should be organized, and all local members should be encouraged to bring new members and sponsors to the DRBF.

2. Outreach Activities

- (a) Seek out meetings with relevant government agencies, aid agencies, financing institutions and present DB concepts to them.
- (b) Seek out meetings with companies and organizations that represent industry (i.e. owners, contractors, consultants) and present DB concepts to them.
- (c) Seek out meetings with legal and technical institutions and law firms and present DB concepts to them.
- (d) Establish and maintain cooperative relations with relevant local professional/advisory groups and industry associations.



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- (e) Offer services to legal and technical educational institutions with a view to giving lectures to students and generating awareness of DB concepts.
- (f) Approach companies, agencies, professional firms and individuals with a special interest in supporting the successful promotion of DB concepts and solicit high-level DRBF membership or conference sponsorships.

The DRBF Rep should actively contact all members in his region and request assistance and participation in the outreach activities described above. The more that members are involved in these initiatives, the more likely members will feel there is value and purpose in being part of the DRBF.

3. Events

DRBF Reps are expected to organize at least one DRBF ‘event’ per year. The size and purpose of the event may vary from an informal social or dinner function to a DRBF Regional Conference. The following is an outline of what has typically been organized in the past as a DRBF ‘event’ in local/territorial areas:

- (a) The DRBF Rep may organize a social or dinner function for members and interested guests / potential members. A short presentation or paper may often help attract attendees. The costs will normally be covered individually or by a fee collected from attendees, but some subsidy may be available on a case-by- case basis from the DRBF, with prior approval from the Regional Board. These events are not intended to generate a profit. Expenses are managed locally.
- (b) Other options include half-day or whole-day events, which then require the development of a program, theme, selection of speakers, and logistical issues (venue, catering, etc.). Sponsors or individuals may be able to provide the venue at no charge and speakers are not usually remunerated. The costs are normally covered by a fee collected



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from attendees, but some subsidy may be available on a case-by-case basis, with prior approval from the Regional Board. These events are not intended to generate a profit. Expenses are managed locally.

(c) Targeted-audience events for government officials, international banks, legal institutions etc. may also be organized. These are often organized following an outreach visit to an institution or government department and are usually by invitation only. These types of events are often given priority when deciding how to allocate DRBF outreach funding. Expenses are managed locally.

(d) A DRBF Regional Conference may be proposed or encouraged by the DRBF Rep. If a proposal for a Regional Conference is approved by the Regional Board, a conference committee is formed, usually chaired by the DRBF Rep. The conference will be underwritten by the DRBF and assistance in planning and some logistics (online registration, marketing materials, etc.) will be provided. The DRBF usually charges a fee for attendance at these conferences and they are intended to generate net revenue, but the risk of an operational loss is with the DRBF. Most expenses are managed by the DRBF office.

4. Training

The DRBF Rep may propose or be encouraged to organize public or private DB training seminars. These may come about due to government agency interest in having specific training or through other requests from owners, contractors, banks or professional associations. The DRBF Rep will be encouraged to look for training opportunities of this nature.

5. Member Services

In addition to promoting the DRBF, the DRBF Rep has a primary obligation to service the local DRBF membership and to respond to their needs. In this regard, the DRBF Rep is expected to:



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- (a) Make contact periodically with all DRBF members in his/her country/territory.
- (b) Keep all local members informed of any planned DRBF activities.
- (c) Involve members in outreach visits as much as possible. This objective has to be balanced with the need to keep delegation sizes small and make the visit effective.
- (d) Utilize existing members to help recruit new DRBF members (perhaps including their employers).
- (e) Submit both local membership applications and potential contact names and details to the DRBF office for inclusion in the DRBF membership database and outreach mailing lists.
- (f) Ensure that all persons currently serving on DBs in his/her country/territory are or become DRBF members.

6. Activity Reporting

The DRBF Rep is expected to give a written report at least annually to the relevant Regional Board, and in time for discussion at the DRBF's Annual Conferences (Annual Meeting or International Conference as appropriate) The topics to be reported are those set out in (a) – (f) above.

The DRBF Rep is also expected to ensure that the DRBF project database is completed and kept up to date with projects in the Rep's geographic territory.

II. DRBF Support for DRBF Representatives

1. Recordkeeping

The DRBF office maintains the following relevant records:

- (a) All records pertaining to DRBF Rep appointments.



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- (b) DRBF membership lists by relevant geographic area.
- (c) Written progress reports from DRBF Reps.

- (d) Database of projects which utilize a Dispute Board.

2. Promotional Materials

The DRBF will prepare and supply promotional materials necessary to support the DRBF Rep's outreach efforts. These materials may include, but are not limited to:

- (a) Letterhead / Fax / Email templates
- (b) Business card templates
- (c) Brochures and Flyers for DRBF meetings and conferences.
- (d) DRBF Membership forms
- (e) Dedicated page within the DRBF website and/or LinkedIn group
- (f) Blast emails to members
- (g) Standard DB agreements, procedures, and manuals
- (h) PowerPoint presentations with introductory content, customizable (including translations) to the local conditions.

3. Organizational Support

The DRBF staff are able to provide advice and organizational support for:



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- (a) Local meetings
- (b) Conference calls
- (c) DB-related Events
- (d) Regional Conferences
- (e) Venue arrangements



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PAID FAMILY AND MEDICAL LEAVE OREGON

PURPOSE

Dispute Resolution Board Foundation (DRBF) compliance with the State of Oregon Paid Family and Medical Leave Act.

RESPONSIBILITY

The plan will be overseen by the DRBF Executive Board of Directors and administered by DRBF administrative staff.

BACKGROUND

Due to the requirement by the State of Oregon to provide twelve weeks of paid family and medical leave, the DRBF has elected to provide an employer equivalent plan (“Plan”) that is administered by the DRBF in lieu of providing coverage through the State of Oregon.

COVERAGE

Coverage for paid family and medical leave is available to all full, part-time, seasonal, and temporary employees working in the State of Oregon as follows:

- Employees who have been previously covered under the state paid leave program or who are new to Oregon within thirty (30) days of hire.
- Employees who were previously covered by an approved Oregon equivalent plan must be covered on the date of hire.

CONTRIBUTIONS

The DRBF will cover all employee and employer contributions at 100% and no additional withholding will be taken from the employees for coverage. Should the DRBF elect to change coverage of employee contributions, DRBF will file an amended equivalent plan to the State of Oregon for approval and employees shall be notified within thirty days of the date of the contribution change. Changes may not be made without prior approval from the State of Oregon on the equivalent plan.

BENEFITS

The DRBF Plan provides benefits at 100%. This includes at least the same qualifying leave purposes, leave durations, benefit amounts, and job protection as those offered by Paid Leave Oregon.

Employees who are covered by this Plan may apply for benefits through the DRBF administrator of the Plan.

BENEFIT APPLICATION PROCEDURES

In order to file a claim, employee must write either hard copy or electronically to the DRBF administrator.

When an employee applies for benefits under the Plan, the DRBF administrator may request consent from the employee to obtain benefit information from the Oregon Employment Department for verification that the benefits are equal to or greater than those provided by the state plan.

Should the employee not give consent, the employee can request the benefit information from the Oregon Employment Department. Once a request for benefit information is received, the Oregon Employment Department will respond within 10 calendar days of the date of the request and may contact the employee directly for more information.

Decisions on benefit claims shall be in writing, either in hard copy or electronically, and include the amount of leave approved, the weekly benefit amount, and how the employee may contact the Oregon Employment Department to request their average weekly wage amount if the employee believes the benefit amount may be incorrect. Employer shall make all reasonable efforts to provide a written decision on eligibility of claim within two weeks of application.

Denial decisions will include the reason(s) for the denial and an explanation of the employee's right to appeal the decision, as well as instructions on how to submit an appeal.

BENEFITS ELIGIBILITY

The Plan provides benefits to all covered employees who have earned a minimum of \$1,000 in gross wages during the previous year and experience a qualifying event. This includes wages from all employment in Oregon. The period used to confirm benefit eligibility is either:

- The first four of the five completed quarters before the start of the benefit year (base year); or
- The four most recently completed quarters before the start of the benefit year (alternate base year)

TYPES OF LEAVE (QUALIFYING EVENT)

The Plan covers the following types of leave:

- **Family Leave:** to bond with a new child within the first 12 months after birth, adoption, or foster placement. Additional leave (limited to two weeks) related to pregnancy issues for a birth parent in addition to the 12 weeks provided for family, medical, and safe leave.
- **Family Leave:** to care for a family member experiencing a serious health condition. Family members include spouses and domestic partners, children, parents, siblings or stepsiblings, grandparents, grandchildren, and any individual related by blood or affinity whose relationship is equivalent to family.
- **Medical Leave:** for an employee's own serious health condition.
- **Safe Leave:** for survivors of sexual assault, domestic violence, harassment, bias crime, or stalking, or to obtain legal or law enforcement assistance, seek medical treatment to recover from injuries, obtain counseling or support services, to relocate or take other steps to secure the health and safety of themselves or their dependent child(ren).

DURATION AND INCREMENTS

The Plan provides for twelve (12) weeks of paid leave per benefit year in any combination of family, medical, and safe leave. The Plan also provides an additional two weeks of paid leave for limitations related to pregnancy.

The Plan allows employees to take paid leave in increments equal to one workday or one workweek. Employees can take leave in consecutive or non-consecutive periods.

The benefit year starts on the Sunday before the period of leave and lasts for 52 weeks. An employee who has started a benefit year under previous coverage continues the same benefit year under the equivalent plan until it is complete.

DRBF administrator shall request information on previously established benefit years from the Oregon Employment Department.

VERIFICATION OF ELIGIBILITY OF QUALIFYING EVENT

For each qualifying event, the Plan administrator may ask for the following:

- **Family Leave**, documentation may be required to show:
 - The birth, adoption, or placement of a child
 - That a family member is experiencing a serious health condition
 - May require description of the family relationship
 - The administrator may **not** require additional information detailing that care is necessary or to verify the type of family relationship

- **Medical Leave**, documentation may be required to show a serious health condition.
- **Safe Leave**, documentation may be requested, but must accept self-attestation when the employee cannot provide documentation for good cause.
- **Limitations related to pregnancy**, documentation may be required to show that the employee birthed a child, but not to verify related limitations.

BENEFIT AMOUNTS

The Plan provides benefit amounts based on the employee's previous wages. The weekly benefit amount will be based on the current weekly wage of the employee.

SIMULTANEOUS COVERAGE

If an employee has coverage under more than one plan at the start of leave, the employee must apply for benefits with each plan separately.

To identify other coverage, DRBF administrator may ask an employee whether they have additional paid leave coverage but may not require that the employee provide details on other employers or plans.

The DRBF administrator may then request from the Oregon Employment Department the employee's average weekly wage, whether a benefit year was started, and whether the leave was exhausted. Other coverage may be adjusted by the Oregon Employment Department based on simultaneous coverage.

BENEFITS PAYMENTS

Plan administrator shall make first payment to employee within two weeks after receipt of the claim. Benefits payments administered under the Plan are subject to the regular payroll schedule as established by the DRBF (bi-monthly).

JOB PROTECTIONS

The Plan provides protections for employees who claim under the benefits of the plan for ninety (90) calendar days. Once an employee returns from leave, they are entitled to return to the position they held prior to the start of leave, if the position still exists.

If the position no longer exists, the DRBF may, at its discretion, restore the employee to a different position with similar job duties and the same employment benefits and pay.

CONTINUATION OF HEALTH BENEFITS

The DRBF will continue to provide existing health benefits for qualifying employees throughout the duration of paid leave or until paid leave ends. Employees may be held responsible for payment of their share of health benefits while on paid leave.

APPEALS AND DISPUTES

Employee has the right to appeal benefits decisions on paid leave under the Plan within sixty(60) calendar days from receipt of the written decision. Employee must submit in writing, either hard copy or electronically, to the DRBF administrator their reason for appeal and any substantiating documents. DRBF administrator shall issue a written determination, either hard copy or electronically, on the appeal within fifteen (15) calendar days.

If the employee and the DRBF administrator are unable to resolve an appeal through the Plan appeal process, the employee may request a review by the DRBF Executive Board. If an agreement cannot be made, then the employee may seek dispute resolution assistance through the Oregon Employment Department. The department will review the dispute and provide the employee and employer with an advisory decision.

If the employer or DRBF administrator does not follow the department's advisory decision, the employee may submit a wage claim (<https://www.oregon.gov/boli/workers/pages/wageclaim.aspx>) with the Oregon Bureau of Labor and Industries under ORS chapter 652.

NOTICES

The Plan requires notices be given to all employees and new hires about the coverages provided by the Plan. Notices must also be given any time there are changes to the Plan. Notices will be delivered to remote-work employees electronically, and through the Policy and Procedures Manual.

REPORTING REQUIREMENTS

DRBF administrator shall provide wage reporting as required by Paid Leave Oregon by filing combined payroll reporting forms on Form 132 – Employee Detail Report and employee count information on Form OQ - Oregon Combined Quarterly Report.

ANNUAL REPORTING

DRBF administrator must submit an annual report on benefits usage and withholding information. The report is due on or before Jan. 31 or along with the application for re-approval.

DRBF administrator must submit an additional report at the time the Plan is terminated or withdrawn.

The Plan report collects the following information:

- Number of benefit applications received during each quarter and the qualifying purposes
- Number of benefit applications approved during each quarter, the qualifying purposes, and total amount of leave
- Number of benefit applications denied during each quarter, the qualifying purposes, the number of appeals/disputes made on denials, and the outcome of the appeals/disputes

COVERAGE REPORTING, RECORDKEEPING AND COMPLIANCE REVIEWS

DRBF administrator will respond to any request from the Oregon Employment Department within ten (10) calendar days of the notice for any information related to past or current employees employed within the base year.

DRBF administrator will keep the following records for six years and provide the records to the Oregon Employment Department when requested. Records shall include all required reports, , and records relating to the equivalent plan, including employee leave applications, and benefits paid or denied.

**Dispute Resolution Board Foundation Inc
(DRBF)**

AND

**Dispute Resolution Board Australasia Inc
(ABN 14 196 085 859)
(DRBA)**

Region 3 Agreement

Dated: 27 September 2012

Parties

DRBF	Name	Dispute Resolution Board Foundation Inc
	Address	19550 International Boulevard So. Suite 314 Seattle Washington 98188 USA
	Telephone	+1 (206) 878 3336
	Email	info@drbf.org
	Attention	Mr Stephen Fox
DRBA	Name	Dispute Resolution Board Australasia Inc
	ABN	14 196 085 859
	Address	Suite 9, Level 46, 1 Farrer Place, Sydney, New South Wales, Australia 2000
	Telephone	+61 2 9947 9429
	Email	ron.finlay@fincon.com.au
	Attention	Mr Ron Finlay

Background

- A. DRBF is the not-for-profit international body established for promotion of the avoidance and resolution of disputes globally using Dispute Resolution Boards (**DRBs**).
- B. DRBA is the Australasian chapter of DRBF and is a not-for-profit body established for promotion of the avoidance and resolution of disputes in Australasia using DRBs.
- C. DRBF is an incorporated body under the laws of the State of Washington, USA.
- D. DRBA is an incorporated association under the Associations Incorporation Act (NSW) 2009 (**NSW Act**).
- E. DRBF currently has two administrative regions:
 - (a) Region 1 – North America; and
 - (b) Region 2 – All countries outside North America.
- F. DRBF and DRBA have agreed for DRBA to become 'Region 3' of the DRBF, with Region 3 being limited to Australia and New Zealand in the first instance.
- G. DRBF and DRBA have agreed to enter into this Agreement to govern the relationship between them relating to the establishment and ongoing management of Region 3.

Agreement

1. Establishment of Region 3

- 1.1 On and from the Commencement Date, this Agreement establishes DRBA as the governing body of Region 3 of the DRBF. The Commencement Date will be [1 January 2013].
- 1.2 Initially, Australia and New Zealand are the sole countries included in Region 3.
- 1.3 Future countries in the Asia-Pacific area may be admitted to Region 3 with the consent of DRBA and DRBF.

2. Governance of Region 3

- 2.1 The terms of this Agreement have been approved by the DRBA members in an Extraordinary General Meeting held on [date] and may be implemented by the DRBA Executive Committee which, on and from the Commencement Date, will become the Region 3 Board.
- 2.2 The governance and management of Region 3 will be undertaken by the Region 3 Board in accordance with the DRBA Constitution and this Agreement.
- 2.3 The Region 3 Board will report to the DRBF Executive Board as required under this Agreement.
- 2.4 Executive Office bearers of the Region 3 Board are to be elected according to the processes outlined in the DRBA Constitution.

3. DRBA Membership

Membership

- 3.1 All existing members of DRBA will automatically become members of DRBF, subject to the terms of this Agreement, on the Commencement Date.
- 3.2 After the Commencement Date, all applicants for DRBA membership will automatically become members of DRBF, subject to the terms of this Agreement.
- 3.3 On and from the Commencement Date, the administration of DRBA membership is to be managed as follows:
 - (a) applications for membership will be processed by DRBA in the first instance, and details recorded in the Register of Members required to be maintained by DRBA;
 - (b) when processed, the completed application form will be submitted to DRBF; and
 - (c) thereafter, regular communications with DRBA members, including renewals and invoicing for future membership fees, conference publicity,

membership information and distribution of the "Forum" newsletter will be undertaken by DRBF.

3.4 On and from the date of this Agreement:

- (a) the DRBF Executive Board will have access to the Region 3 membership database and the status of Region 3 members maintained by DRBA; and
- (b) the DRBA Executive Committee will have access to the Region 3 membership database and the status of Region 3 members maintained by DRBF.

Membership Fees

3.5 On and from the Commencement Date, DRBA members are to pay a single annual fee which will include DRBF membership.

3.6 On and from the Commencement Date, membership fees for DRBA members are to be collected and managed by DRBF.

3.7 The following provisions were approved by the DRBA members in the Extraordinary General Meeting and shall apply to DRBA membership fees:

- (a) For calendar year 2012, for DRBA Members who attend the 2012 DRBF Conference, the membership fees shall be: \$Nil
- (b) For calendar year 2012 for DRBA Members who do not attend the 2012 DRBF Conference, the membership fees shall be: AUD\$60.00
- (c) For calendar year 2013, the membership fees for DRBA members who are transitioning to become DRBF members shall be: USD\$150.00
- (d) For calendar year 2014: the membership fees shall be: USD\$200.00
- (e) After calendar year 2014, the membership fees shall be determined by the DRBF Executive Board after consultation and agreement with the Region 3 Board.

4. Financial Management of DRBA

Financial Year

4.1 The DRBF financial year is 1 January to 31 December.

4.2 The DRBA will use its best endeavours to amend its financial year to coincide with that of DRBF, to take effect on and from the Commencement Date.

Budget

4.3 The Region 3 Board is responsible for the management of Region 3's budget.

4.4 The DRBA/Region 3 budget for 2013 has been agreed between DRBF and DRBA and is set out in **Attachment A**.

4.5 The DRBA will provide monthly management accounts to DRBF's Treasurer reporting on expenditure against budget.

- 4.6 On or before 30 September each year, DRBA will submit to the DRBF Executive Board a draft Region 3 budget for the following year for approval.
- 4.7 DRBA and DRBF will negotiate in good faith to reach agreement on the DRBA/ Region 3 budget for the years after 2013.
- 4.8 When agreed between DRBA and DRBF Executive Board, the DRBA/ Region 3 budget will be adopted by the Region 3 Board.
- 4.9 Any disputes in relation to the DRBA/ Region 3 budget will be elevated for negotiation between the President of DRBA/ Region 3 and the President of DRBF.
- 4.10 Region 3 is to receive an annual contribution from DRBF, to be agreed between the DRBF Executive Board and the Region 3 Board each year as part of the budgetary process.
- 4.11 The Region 3 Board may request special one off development funding from the DRBF. Any such request shall be considered by the DRBF Executive Board in light of perceived long term benefits to DRBF globally.

Bank Account

- 4.12 The Region 3 Board is to maintain and manage its own local currency bank account.
- 4.13 The Region 3 Board will, as part of its financial reporting, provide access to or details of Region 3's local currency bank account.

Annual Financial Statements

- 4.14 DRBA will produce Financial Statements (including Profit and Loss and Balance Sheet) at the end of the DRBA's financial year.
- 4.15 The DRBA Financial Statements, when approved by the Region 3 Board, will be submitted to the DRBF Executive Board.
- 4.16 Unless otherwise agreed between Region 3 and DRBF, the DRBA Financial Statements will not be audited. However, DRBA will provide full access to its financial documents and records necessary to comply with DRBF audits.

5. Termination

- 5.1 Either party may terminate this Agreement by giving not less than twelve (12) months' notice in writing to the other party.
- 5.2 In the event of such termination, both DRBA and DRBF will negotiate in good faith in relation to the DRBA's status within the DRBF and the ongoing funding of DRBA, having regard to payments made by DRBF to DRBA since the Commencement Date.

6. Miscellaneous

Insurance

- 6.1 DRBA will maintain the following insurances and note the interests of DRBF on the policies:

- (a) public liability insurance for a cover of not less than AUD\$2 million;
- (b) a policy for Directors and Officers; and
- (c) any applicable workers compensation insurance.

Confidentiality

6.2 Each of DRBA and DRBF must keep confidential and must not divulge or disclose any information relating to this agreement to any person at any time, except with the prior written consent of the other party, or as required by law.

Notices

6.3 Any notice or communication (including any request, demand, consent or approval, to or by a party to this agreement must be in legible writing and in English addressed as set out in the description of the Parties.

EXECUTED as an Agreement

SIGNED for and on behalf of)
DISPUTE RESOLUTION BOARD)
AUSTRALASIA INCORPORATED)
(ABN 14 196 085 859) in the)
presence of:


.....
Signature of Authorised Officer


.....
Signature of Witness

DOUGLAS JONES
.....
Name of Authorised Officer

DANIEL JONES
.....
Name of Witness

SIGNED for and on behalf of
DISPUTE RESOLUTION BOARD
FOUNDATION INCORPORATED
in the presence of:

)
)
)
)




Signature of Authorised Officer



Signature of Witness

ROGER L. BROWN

Name of Authorised Officer



Name of Witness

**ATTACHMENT A
DRBA REGION 3 BUDGET FOR 2013**

Expected Annual Revenues	
1	Membership dues
2	Workshops
	TOTAL REVENUE

\$14,750.00
\$12,500.00
\$27,250.00

Expected Operation Expenses	
1.	Contract staff expenses
2.	General office & administration expenses, including insurance
3.	Internet & Website maintenance & upgrades
4.	Travel, & Meetings , Marketing & other: President's travel expenses only (Exec Board) Marketing expenses for seminars in WA, Qld, Vic Special marketing efforts in Singapore & HK
5.	Expenses associated with Workshops
	TOTAL OPERATING EXPENSES

\$6,000.00
\$5,205.00
\$3,000.00
\$5,000.00
\$6,400.00
\$10,000.00
\$6,200.00
\$41,805.00

Special marketing
Expenses

2013 BUDGET SUMMARY			
	REVENUE	EXPENSES	
	\$27,250.00	\$41,805.00	
	Deficit to be made up from 2012 Conference surplus	<\$14,555.00>	
			Special marketing expenses included in 2013
			\$16,400.00

COOPERATION AGREEMENT

Between

Dispute Resolution Board Foundation (DRBF) and Disputes Resolution Board Foundation of Florida

WHEREAS The Dispute Resolution Board Foundation (DRBF) is a non-profit organization incorporated under the laws of the State of Wisconsin dedicated to promoting the advancement of avoidance and resolution of disputes worldwide using the unique and proven Dispute Resolution Board method.

WHEREAS The Disputes Resolution Board Foundation of Florida is a non-profit organization based in and incorporated under the laws of the State of Florida, dedicated to promoting the advancement of avoidance and resolution of disputes in the state of Florida using the unique and proven Dispute Resolution Board method as amended to cater to local conditions in the State of Florida.

WHEREAS The DRBF and the Disputes Resolution Board Foundation of Florida both seek to expand use of the DRB method within the construction industry and jointly explore means whereby the two organizations may efficiently and effectively exchange information, provide assistance, and collaboration for conferences, seminars, workshops and other professional meetings and endeavors.

WHEREAS the respective Board of Directors of the DRBF and the Disputes Resolution Board Foundation of Florida each has agreed to enter into this Cooperation Agreement.

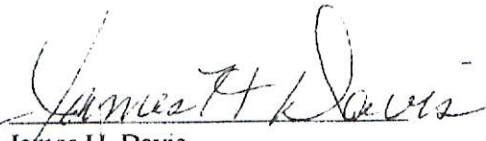
NOW, THEREFORE, both the DRBF and the Disputes Resolution Board Foundation of Florida agree to:

1. Enter into this Cooperation Agreement to formalize an on-going relationship with the objective to support each other's efforts to promote best practices and ethics generally in terms of the Dispute Resolution Board method.
2. Joint collaboration in the pursuit of opportunities that are mutually beneficial for the promoting and the advancement of the Dispute Resolution Board method including training workshops, seminars, meetings, and outreach activities as mutually agreed.
3. Concurrent with the DRBF's annual membership dues collection, the DRBF will collect additional membership dues on behalf of the Disputes Resolution Board Foundation of Florida.
 - a. The dues amount is established solely by the Disputes Resolution Board Foundation of Florida, and the use and expenditure of those funds is at their sole discretion.
 - b. DRBF members may also select membership in the Disputes Resolution Board Foundation of Florida at their discretion subject to payment of membership dues to Disputes Resolution Board Foundation of Florida.
 - c. The Disputes Resolution Board Foundation of Florida will not collect membership dues.
 - d. The payment of those dues collected will be disbursed to the Disputes Resolution Board Foundation of Florida on an annual basis, once the annual renewal cycle has closed but not later than March 1 every year.

- e. The Disputes Resolution Board Foundation of Florida will provide access to any financial documents and records as may be required to comply with a DRBF audit.
- f. The complete list of members of the Disputes Resolution Board Foundation of Florida will be provided at any time at the request of the President or any member of the Florida Board of Directors.

Either party may terminate this Agreement by giving not less than six (6) months' notice in writing to the other party. In the event of such termination, both parties will negotiate in good to close out any remaining obligations related to membership dues and active joint events.

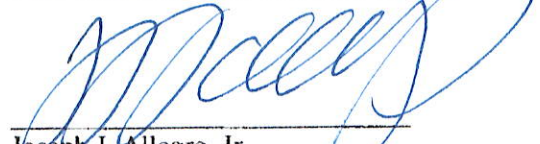
FOR THE DISPUTE RESOLUTION BOARD FOUNDATION OF FLORIDA:



James H. Davis
President, DRBF Florida Chapter

DATED: 2-16-2024

FOR THE DISPUTE RESOLUTION BOARD FOUNDATION



Joseph J. Allegro, Jr.
President, DRBF Region 1 Board of Directors, *Member Ex BOD*

DATED: 2/16/2024



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in cursive script that reads "Mary Ann McCoshen".

MARY ANN McCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE:

JUN 22 2018

BY:

A handwritten signature in cursive script, likely of the same person as the signature above.

06 D026285

RECEIVED - DEPT
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

Sec. 181.1005
Wis. Stats.

ARTICLES OF AMENDMENT - NONSTOCK CORPORATION

2002 JUN 26 AM 8:00

The present corporate name (prior to any change effected by this amendment) is:

The Dispute Review Board Foundation, Inc.

Text of Amendment (Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.)

RESOLVED, THAT the articles of incorporation be amended as follows:

JUN 21 05:03AM

#. #

152632 DCORP 25 25.00

ARTICLE I. NAME

Inc. JSW

In the first sentence, change the name from "The Dispute Review Board Foundation" to "The Dispute Resolution Board Foundation."

B. Amendment(s) adopted on February 28, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

() In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)

OR

(X) In accordance with sec. 181.1003, Wis. Stats. (By Members)

OR

() In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

() Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on 6/18/02
(Date)

Jack J. Woolf
(Signature)

Title: (X) President () Secretary
or other officer title _____

Jack J. Woolf
(Printed name)

This document was drafted by Robert J. Smith
(Name the individual who drafted the document)

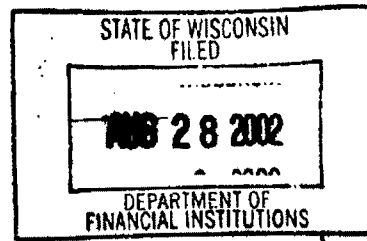
FILING FEE - \$25.00 SEE instructions, suggestions and procedures on following page
DFUCCS/ 1 04(R5/99)

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Mr. ~~Jack~~ Jack J. Woolf
3616 Moorland Drive
Charlotte, N.C. 28226

Name *Ch*

▲ Your return address and phone number during the day: (704) 544-0027



JSR

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 537077846, together with a **FILING FEE of \$25.00**, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

- A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: (set forth the amended article).
- B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

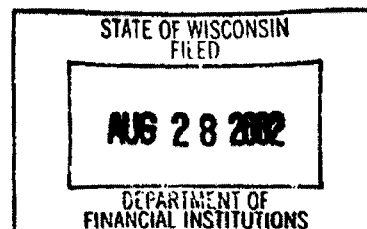
By Board of Directors - Refer to sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By Members - Adoption by members requires 2/3'd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By Members thru Class Voting - Refer to sec. 181.1004 for specific information on class voting by members.

Approval by Other Person - Amendment of the articles of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

- C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.
- D. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.



ARTICLES OF INCORPORATION

OK
DW

96 JUN 25 P 1: 05

OF

THE DISPUTE REVIEW BOARD FOUNDATION, INC.

(A Non-Stock, Not-for-Profit Corporation)

I, the undersigned natural person of the age of 18 years or more, acting as incorporator for the purpose of creating a non-profit corporation under the laws of the State of Wisconsin, as contained in Chapter 181, Wisconsin Statutes, as amended, do hereby set forth the following:

ARTICLE 1 -- NAME

The name of the corporation (hereinafter referred to as the "Foundation") is THE DISPUTE REVIEW BOARD FOUNDATION, INC.

ARTICLE 2 -- DURATION

The duration of the Foundation shall be perpetual.

JUN 26 12:00PM

#. #

152759 DCORP 35

35.00

ARTICLE 3 -- PURPOSES

The purposes for which the Foundation is organized and the activities to be conducted by it are as follows:

- A. To create, collect, organize, classify, disseminate, and provide information and educational materials and services for members and the public concerning the development, application and use of Dispute Review Boards both U.S. and worldwide.
- B. To encourage and sponsor seminars and use other means for conveying information about Dispute Review Boards for participants in the construction process.
- C. To publish literature to educate and inform participants to the construction process about Dispute Review Boards.
- D. To receive Construction Dispute Review Board Manual publishing royalties assigned to it and provide support for subsequent editions of said book.

13

06 D026285

E. To perform any other lawful act for which corporations may be formed and engage in under Chapter 181 of the Wisconsin Statutes, subject, in all events, to the prohibitions set forth in Article 7 below.

ARTICLE 4 -- MEMBERS

The Foundation shall have members as provided in the Bylaws with the qualification and rights, including rights to vote, as set forth in such Bylaws. The Bylaws shall be adopted by the initial Directors (named herein) and shall be subject to modification and amendment by a vote of a majority of the Directors present and voting at a meeting called for such purpose.

ARTICLE 5 -- DIRECTORS

The number of Directors will be stated in the Bylaws. The Directors of the Foundation shall be selected in the manner provided in the Bylaws. The names and addresses of the initial Directors who shall serve in such capacity until the first Annual meeting of the Members and until their successors are duly chosen and qualified shall be the following individuals:

Robert J. Smith
Wickwire Gavin, P.C.
2 East Gilman Street
P.O. Box 1683
Madison, WI 53701-1683

P.E. Sperry
7790 Baxter Grade Road
Auburn, CA 95603

Robert Matyas
Private Consultant
409 Hanshaw Road
Ithaca, NY 14850

A.A. Mathews
Al Mathews Corporation
P.O. Box 4039
Federal Way, WA 98063

Gordon L. Jaynes
"Faircross", Wentworth Drive
Virginia Water, Surrey, GU25 4NY
England

James Donaldson
James P. Donaldson Consulting
6024 33rd Avenue NE
Seattle, WA 98115-7305

Christian Walscr
The World Bank
1818 H Street, NW
Washington, DC

Jack Woolf
Senior Vice President
J.A. Jones Construction Company
J.A. Jones Drive
Charlotte, NC 28287

ARTICLE 6 -- PRINCIPAL OFFICE/REGISTERED AGENT

The address of the initial principal Wisconsin office and registered agent of the Foundation and the name of its initial registered agent at such address are:

Robert J. Smith
c/o Wickwire Gavin, P.C.
2 East Gilman Street, Suite 308
Madison, WI 53703

The principal office is located in Dane County, Wisconsin.

ARTICLE 7 -- PROVISIONS OF FOUNDATION

At all times, notwithstanding any change in name, merger, consolidation, reorganization, termination, dissolution, or winding up of this Foundation, voluntary or involuntary, or by operation of law, or any other provision hereof:

- A. The Foundation shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that will prevent it at any time from qualifying and continuing to qualify as a Foundation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"); nor shall it engage directly or indirectly in any activity which would cause the loss of such qualifications.
- B. No part of the assets or net earnings of the Foundation shall ever be used, nor shall the Foundation ever be organized or operated for purposes outside the meaning of Section 501(c)(3) of the Code.
- C. The Foundation shall never be operated for the primary purpose of carrying on a trade or business for profit.
- D. At no time shall the Foundation engage in any activities which are unlawful under the laws of the United States of America, the State of Wisconsin, or any other jurisdiction where its activities are carried on.
- E. No compensation, loan, or other payment shall be paid to any officer, board member, creator, or organizer of the Foundation, or substantial contributor to it, except as reasonable compensation for services rendered and/or as a reasonable allowance or reimbursement for authorized expenditures, incurred on behalf of the Foundation; and no part of the assets or net earnings, current or accumulated, of

the Foundation shall ever be distributed to or divided among such person, or inure, be used for, accrue to or benefit any such person or private individual.

F. Upon the termination, dissolution, or winding up of the Foundation in any manner or for any reason, its assets remaining after payment (or provision for payment) of all liabilities of the Foundation, shall be distributed only to one or more organizations having either exclusively scientific, or educational purposes or a primary purpose to promote social welfare or only for exempt purposes as described in Section 501(c) of the Code.

ARTICLE 8 -- INCORPORATOR


The name and address of the incorporator is:

Robert J. Smith
Wickwire Gavin, P.C.
2 East Gilman Street, Suite 300
Madison, Wisconsin 53703

IN WITNESS WHEREOF, the undersigned has executed and acknowledged the foregoing Articles of Incorporation in duplicate on the 19th day of June, 1996.


Robert J. Smith, Incorporator

Subscribed and sworn to before me this 19th day of June, 1996.


Notary Public, Dane County, Wisconsin
My Commission: expiring 7-11-99
7-18-99



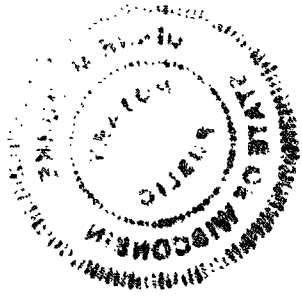
This document was drafted by: Robert J. Smith
Wickwire Gavin, P.C.
2 East Gilman Street, Suite 300
Madison, WI 53703

**ARTICLES OF
INCORPORATION**

**CHAPTER 181
NONSTOCK**

\$235.00
KC
- DANE -

STATE OF WISCONSIN
FILED
JUL - 11 1985
REGISTRY



United States of America

July 1, 1996

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF INCORPORATION
of

THE DISPUTE REVIEW BOARD FOUNDATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on the date above written.



Richard L. Dean, Secretary
Department of Financial Institutions

ANNUAL REPORT Corporations formed under Ch. 181 of the Wisconsin Statutes are required to file an annual report with the Department of Financial Institutions.

Form to Use DFI/CCS/Corp Form 17. Blank report forms are mailed to the corporation, c/o its registered agent at the agent's address on record with the department, and are distributed during the calendar quarter in which the report is due.

When to File The DUE DATE is fixed by the calendar quarter within which the organization was incorporated. If, for example, the incorporation date is May 26, the due date for the report is the last day of that quarter, June 30.

Where to File By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the department's office at 30 W. Mifflin St., Madison.

REGISTERED AGENT and AGENT'S ADDRESS Each corporation is required to continuously maintain a registered agent who resides in Wisconsin. The initial agent and agent's address were set forth in the articles of incorporation, but may be changed by filing a written change statement with the department. Request DFI/CCS/Corp Form 113 from DFI, P O Box 7846, Madison WI, 53707, or make the change in the space provided on the annual report form.

The above requirements are statutory, and further, it is important that the agent and agent's address be kept current, as annual report forms, notices and other official communications are directed to the corporation through its registered agent on record with the department.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS Notice is hereby given, pursuant to s. 181.31(2), Wis. Stats., that a NONPROFIT corporation engaged as a charitable organization and soliciting contributions, is subject to reporting requirements with the Wisconsin Department of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write for further information and filing requirements to: WISCONSIN DEPARTMENT OF REGULATION & LICENSING, Attn: Charitable Organizations, P O Box 8935, Madison WI, 53708. Phone (608) 266-0929.

06 D026285

RECEIVED - DEPT. OF
FAMILY SERVICES
(9/196) STATE OF WISCONSIN

ARTICLES OF AMENDMENT
(Nonstock Corporation)

97 NOV 7 11:01

The present corporate name (prior to any change effected by this amendment) is: Dispute Review Board
Foundation, Inc.

and the corporation's principal office is in Dane County, Wisconsin.

STATE THE ARTICLE NUMBER TO BE AMENDED AND THE AMENDMENT LANGUAGE BELOW:

Resolved: Article 8 is amended by replacing Subarticle F with the attached language

NOV 07 12:00PM
#.#
173536 DCORP 25 25.00

INDICATE THE METHOD OF ADOPTION BY CHECKING THE APPROPRIATE BOX BELOW:

The foregoing amendment of the articles of incorporation was adopted by the members having voting rights on _____, 19____ by the following vote:

Number of members having voting rights	Number present in person or by proxy	Number voting	
		FOR	AGAINST
_____	_____	_____	_____

OR

The foregoing amendment of the articles of incorporation was adopted on _____, 19____ by written consent signed by all the members having voting rights.

OR

The corporation has NO MEMBERS HAVING VOTING RIGHTS, and that the foregoing amendment of the articles of incorporation was adopted at a meeting of the board of directors on October 3, 1997 by a majority affirmative vote (or greater, as may be required by the articles of incorporation) of the directors in office.

Executed in duplicate and seal (if any) affixed this 29th day of October, 1997.

By: Peter M. Douglas AFFIX SEAL
as Secretary or Asst. Secretary or state "NO SEAL"

BY: [Signature]
as President or Vice President

This document was drafted by Robert J. Smith (Name the individual.)

If a problem exists, your daytime telephone number is: (608) 257 - 5335

ARTICLES OF AMENDMENT
(Nonstock Corporation)

Mail returned copy to:
(Fill in name and address below.)

Robert J. Smith
Wickwire Gavin, P.C.
2 East Gilman Street
Suite 300
Madison, WI 53703

Space reserved for recording

INSTRUCTIONS:

1. State the Resolution by including the original (or new) article number, which article is to be amended, and the new or added language to that particular article. If the amendment includes a change of corporation name, the new corporate name must include the words "incorporated", "corporation", "limited" or an abbreviation of one of such words.

2. Enter the requisite information in ONE OF THE FOLLOWING THREE items:

If amendment is adopted by written consent, the consent is to be signed by all of the members having voting rights. OR If the corporation has NO MEMBERS WITH VOTING RIGHTS, amendment may be adopted by majority affirmative vote of the board of directors, unless the articles of incorporation require a larger vote. OR If amendment is adopted at a meeting of the members, it must receive a 2/3 affirmative vote of the members present or represented by proxy, unless the articles of incorporation or bylaws make other specifications.

VOTING RIGHTS DEFINED The right of members, or any class or classes of members, to vote may be limited, enlarged or denied to the extent specified in the articles of incorporation or in the bylaws if the articles so provide. Unless so limited, enlarged or denied, each member, regardless of class, shall be entitled to vote one vote on each matter submitted to a vote of the members. Ref. Sec. 181.16, Wis. Stats.

3. Affix CORPORATE SEAL to each copy of the document, or enter the remark "NO SEAL" if the corporation does not have a seal. The PRESIDENT (or vice president) and SECRETARY (or Assistant Secretary) are to sign each copy. A manual, hand-written or stamped signature is required. Carbon copy, photo copy, or electrostatic signatures are not acceptable.
4. Submit in DUPLICATE ORIGINAL. Furnish Department of Financial Institutions two exact copies of the document. (Mailing Address: Department of Financial Institutions, P.O. Box 7846, Madison, Wisconsin, 53707. If sent by Express or Priority U.S. mail, address to 30 W. Mifflin Street, 9th Floor, Madison, Wisconsin, 53703.) If you have questions, contact the Division of Corporate & Consumer Services at (608) 261-9555. One copy will be retained (filed) by the department and the other copy transmitted to the Register of Deeds of the county named in this document, together with your check for the recording fee. When the recording has been accomplished, the document will be returned to the address you furnish at the top of this page. Be sure to provide the name of the document's drafter on the first page (bottom).
5. Two SEPARATE REMITTANCES are required.
 - A) Send a filing fee of \$25, payable to DEPARTMENT OF FINANCIAL INSTITUTIONS. Your canceled check is your receipt for fee payment.
 - B) Send a RECORDING FEE of \$12, payable to REGISTER OF DEEDS of the county named in this document as the county within which the corporation's principal office is located. IF YOU APPEND ADDITIONAL PAGES to this standard form, ADD \$2 MORE RECORDING FEE FOR EACH ADDITIONAL PAGE. **Note:** If this document effects a change of the address of the corporation's principal office from one county to another, submit a TRIPLICATE document and a recording fee for each county. Recording fee for the old county is \$12 and the recording fee for the new county is \$14 when using this standard form with no attachments.

Please furnish the fee for the Register of Deeds in check form with your document, and the Department will transmit it to the Register of Deeds with the document for recording.

**Attachment to Articles of Amendment of
Dispute Review Board Foundation, Inc.**

Upon motion duly made, seconded, and unanimously passed, the Board resolved to amend the Articles of Incorporation dated June 19, 1996 and filed with the State of Wisconsin, Department of Financial Institutions on July 1, 1996 to substitute the following language for existing Article 8, paragraph F:

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the court having jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

BYLAWS
THE DISPUTE RESOLUTION BOARD FOUNDATION, INC.
(A NON-STOCK, NOT-FOR-PROFIT CORPORATION)

ARTICLE I. NAME

The name of this organization is “The Dispute Resolution Board Foundation, Inc.” It is a not-for-profit corporation without capital stock organized under the laws of the State of Wisconsin. The organization is referred to in these Bylaws as the “Foundation” or “DRBF.”

ARTICLE II. PURPOSES AND OBJECTIVES

The members of the Foundation believe that Dispute Boards (“DBs”) are an efficient, timely, and cost-effective means for avoidance and resolution of construction disputes and other commercial disputes. For that reason, the Foundation is a voluntary organization created to provide information, education and training to entities and persons having need of dispute avoidance and resolution services and to create a clearing house for the bringing together of the providers and users of DB services. By so doing, it is the goal of the Foundation to assist in the avoidance and resolution of disputes on construction and other commercial projects. In particular, the Foundation intends and shall conduct the following activities:

- A. To create and provide educational materials and services for members and the public concerning the DB process.
- B. To exchange information with public and private organizations concerning DBs, including DRBF Regions affiliated with the Foundation as provided in Article VII.
- C. To encourage, sponsor, or conduct seminars, conferences, and other means of creating interaction between providers and users of DBs.
- D. To publish articles, manuals, and other educational literature about DBs.
- E. To promote and provide training for active and prospective DB members, and users of the DB process.
- F. To perform any other lawful act for which corporations may be formed under the laws of the United States of America and the State of Wisconsin, subject, in all events, to the prohibitions set forth in the Articles of Incorporation of the Foundation.

ARTICLE III. MEMBERSHIP

The membership of the DRBF is composed of individuals and organizations supporting the purposes and objectives of the DRBF. All members of the DRBF shall be entered on a register maintained by the DRBF. Membership in the DRBF shall consist of individuals and organizations that satisfy the criteria established by the Executive Board of Directors from time to time. The

different categories of membership and benefits provided to each such membership category, the qualifications, and the application process for members shall be as set forth in these Bylaws and the DRBF's policies.

Section 1. Membership Application and Approval. Application for membership must be filed with the DRBF Executive Board of Directors or a DRBF Region as prescribed by the DRBF Executive Board of Directors. The Executive Board of Directors may from time to time institute rules and procedures for the admission of members, and the Executive Board of Directors shall have the right to appoint a member of the DRBF staff or another person who will have the authority to approve the membership of any applicant. Those persons named in the Articles of Incorporation as Directors, or the firms represented by such persons, shall be deemed members of the Foundation without further act of the Executive Board of Directors, providing that each person or firm selects its appropriate category of membership and maintains membership by timely payment of annual dues.

Section 2. Rights of Membership. All members in good standing shall have the right to inspect the Foundation's records to the extent that the applicable Wisconsin law permits members to have such access and subject to any limitations included in applicable Wisconsin law. All members in good standing and who are current on their dues payments shall have the right to attend the Annual Meeting and Special Meetings of the membership and the right to vote on all matters on which members are permitted to vote, subject to Article IV, Section 4 of these Bylaws. Any reference hereinafter to member(s), unless otherwise noted, shall refer to a qualified voting member of the DRBF.

ARTICLE IV. MEMBERSHIP MEETINGS AND VOTING

Section 1. Annual Meeting. The Annual Meeting of the membership shall be held once each calendar year at a time and place determined by the Executive Board of Directors. The membership shall be given at least 30 days' notice, but not more than 60 days' notice, of the time, date, and place of the Annual Meeting. The notice of the meeting need not state details of the Foundation's business to be transacted unless it is a matter for which a vote of the members is expressly required by the provisions of Wisconsin law.

Section 2. Special Meetings. Special meetings of the members may be called by the President or a majority of the Executive Board of Directors. Furthermore, upon written demand signed and dated by at least one-quarter of the regular DRBF members in good standing and describing one or more purposes for the meeting, delivered to an officer of the Foundation, a special meeting shall be called. Notice of a special meeting shall be given to the membership at least 10 days in advance of the special meeting, or at least 30 days in advance of the meeting if notice is mailed by a method other than first class or registered mail, but not more than 60 days in advance of the meeting. Such notice shall include a description of the matter or matters for the which the special meeting is called, as well as the time, date, and place of the special meeting.

Section 3. Quorum. At any meeting of the members, either annual or special, the regular members present in person or by proxy shall constitute a quorum for the transaction of business regardless of the number of persons actually present.

Section 4. Voting Members and Proxies. Each member shall have one vote per membership. Any member may have as many persons attend meetings as such member deems necessary or desirable. When more than one person attends a meeting on behalf of a member, the vote appurtenant to the membership shall be cast as the persons attending may agree or in accordance with written instructions delivered to the Executive Secretary of the meeting. No member shall be entitled to vote unless that member is in good standing with all dues and assessments paid in full. Members may vote either in person or by proxy, subject to the limitations herein. All proxies must be signed and dated by the member and delivered to the Executive Secretary of the meeting prior to its being voted. No proxy shall remain valid for more than 60 days from the date of its execution. Any questions concerning the validity of a proxy will be determined by the Executive Board of Directors in their absolute discretion and any such decision shall be final.

Section 5. Proprietary Interest. During the existence of the Foundation, no member shall own or benefit from any property owned by the Foundation. The provisions of Article Seven of the Foundation's Articles of Incorporation shall govern all relations of the corporation and its members.

Section 6. Dues and Assessments. The Foundation shall determine the amount and method of payment of all dues and assessments to the Foundation by a vote of its Executive Board of Directors. The amount of dues and assessments shall be subject to annual review by the Executive Board of Directors and shall be announced not later than sixty days prior to the commencement of the fiscal year for which such amounts are due. A member who is delinquent in payment of dues and assessments shall not be entitled to vote or to obtain any other benefit of membership. All dues established pursuant to this section shall be payable directly to the Foundation.

Section 7. Action by Ballot. Any action required to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be conducted by U.S. mail ballot, fax ballot, electronic mail ballot, or any other method of voting provided for by Wisconsin law. Such voting shall be subject to the same quorum and notice requirements as a meeting held in person.

Section 8. Procedures. All meetings of the members shall be conducted with the procedures set out in Roberts Rules of Order or a similar standardized parliamentary procedure as may be adopted by the Executive Board of Directors, provided, however, that any rules or processes established by applicable law, the Articles of Incorporation, these Bylaws, or by resolution of the Board shall take precedence over any conflicting procedures.

ARTICLE V. EXECUTIVE BOARD OF DIRECTORS

Section 1. Authority of the Executive Board of Directors. The affairs of the Foundation shall be managed by its Executive Board of Directors, except as otherwise provided in the Articles of Incorporation or these Bylaws. The Executive Board of Directors is the governing body of the Foundation. The Executive Board has the authority to make rules or formulate policy for the Foundation to the extent not conflicting with the Articles of Incorporation or these Bylaws. The actions of the Executive Board of Directors shall be made available to the membership in accordance with Wisconsin law. The Executive Board of Directors, through the President, shall provide an annual report of the Foundation's affairs to the membership at the Annual Meeting.

Section 2. Composition, Election and Term of Office. The Executive Board of Directors shall consist of President, President-elect, Past President, Secretary/Treasurer, each of whom shall be selected in accordance with Article VI of these Bylaws, and the Presidents of the established DRBF Regions, who shall be elected by the members of their respective regions in accordance with their policies and procedures. The President shall act as the Chair of the Executive Board of Directors. All members of the Executive Board of Directors (referred to herein as “Executive Board members”) shall establish and/or maintain membership at the DB Leader level or such other membership level as shall be created and designated by the Executive Board of Directors. An Executive Director (if appointed) will be an ex-officio and non-voting member of the Executive Board of Directors. Each Executive Board member, except the Secretary/Treasurer, shall serve a term expiring in one year. A Secretary/Treasurer shall be elected for a three-year term. All of the Executive Board members shall be voting members of the Executive Board of Directors during their terms in office. The President, President Elect, Past President, and the Secretary/Treasurer shall each hold office as members of the Executive Board of Directors until the Annual Meeting designated as the end of their respective terms and until a successor is duly chosen and qualified. The Presidents of the established DRBF Regions shall each hold office as members of the Executive Board of Directors until the end of their respective terms as Presidents of their respective DRBF Regions and until a successor is duly chosen and qualified.

Section 3. Regular Meetings. The Executive Board of Directors shall hold no fewer than two (2) regular meetings per year, the exact number of which may be determined by the Executive Board of Directors from time to time, at a time and place established by the Executive Board of Directors. Notice need not be given of regular meetings of the Executive Board of Directors held at times and places fixed by the Executive Board of Directors.

Section 4. Special Meetings. Special meetings of the Executive Board of Directors may be called by the President, or at the request of a majority of the Executive Board members. Notice of the place, date, and time of each special meeting of the Executive Board of Directors shall be delivered to each Executive Board member at least two (2) days prior to the special meeting. Notice of any special meeting of the Executive Board of Directors may be given by verbal or written notice, including facsimile or other electronic methods of communication.

Section 5. Quorum of Directors Eligible to Vote. At any meeting of the Executive Board of Directors, a quorum for the transaction of business shall consist of a majority of Executive Board members eligible to vote. All decisions and elections of the Executive Board members shall be by majority vote of those present, unless otherwise provided by these Bylaws. Each member of the Executive Board of Directors who is present has one vote. The President shall have the same vote as any other Executive Board member.

Section 6. Attendance. Any Executive Board member who fails to attend at least one meeting each year shall be removed from the Executive Board of Directors by action of the Executive Board of Directors, unless the absence is excused for due cause by the President.

Section 7. Vacancy. In the case of any vacancy in the Executive Board of Directors of an elected Executive Board member through death, resignation, disqualification, or any other cause, the remaining Executive Board members may elect a successor to hold office (a) until the next Annual Meeting of members at which time the members entitled to vote shall elect a successor to fulfill the remaining portion of the Executive Board member’s term (in the case of a vacancy in the office

of Secretary/Treasurer); or (b) in the case of an Executive Board member serving a one-year term or in the case of a DRBF Region President, for the remainder of the unexpired term and until a successor is duly elected and qualified.

Section 8. Removal. Any Executive Board member, however elected or designated, may be removed for cause by the Executive Board of Directors as provided for herein. If, by a vote of two-thirds of the Executive Board members voting at a meeting at which a quorum is present, due cause is found for the potential removal of an Executive Board member, the President shall advise such Executive Board member in writing that the subject Executive Board member is being considered for removal. Such written notice shall include the basis for possible removal and shall give the subject Executive Board member a reasonable opportunity to respond at the next Executive Board of Directors regular meeting or at a special meeting called for that purpose. After hearing the Executive Board member's response, the Executive Board of Directors may then vote to remove the Executive Board member, with removal to be effective by a vote of two-thirds of the Executive Board members voting at a meeting at which a quorum is present. The Executive Board member shall retain voting rights until such removal has been acted upon by the Executive Board of Directors. The subject Executive Board member shall not be eligible to vote or be present when the vote is taken on removal. For purposes of the foregoing, "cause" shall include fraud or bad faith in connection with the affairs of the Foundation, conviction or the entering of a plea of guilty or no contest to a felony, or debarment or equivalent proceedings by any governmental agency.

ARTICLE VI. EXECUTIVE OFFICERS

Section 1. Elective Officers, Term of Office. The officers of the Foundation shall be President, President-elect, Past President, and Secretary/Treasurer. The President, President-elect and Past President shall each serve one year in each position. The Secretary/Treasurer shall serve a three-year term. No officer, other than Secretary/Treasurer, may serve as an officer for more than six consecutive years.

Section 2. Election, Vacancy. The President-elect shall be elected by the entire DRBF membership at each Annual Meeting. Following the election of a successor President-elect, the immediate past President-elect shall become President, and the immediate past President shall become Past President. Consistent with the foregoing succession cycle, the President, President-elect and Past President shall each hold office until the next Annual Meeting, and until a successor for their respective office has been duly elected and qualified. The Secretary/Treasurer shall hold office until the third Annual Meeting following his/her election and until a successor has been duly elected and qualified. In the event of a vacancy due to resignation, withdrawal, death or inability to serve, the Executive Board of Directors may appoint a temporary replacement to serve until the next Annual Meeting of the members.

Section 3. President. The President shall be the chief elected officer of the DRBF, serve as Chair of the Executive Board of Directors and shall preside at all meetings of the Executive Board of Directors. The President shall have, perform and discharge the duties which the Executive Board of Directors may from time to time prescribe, and shall be, ex officio, a member of all standing committees. The President shall have the duty of appointing the chairpersons to lead all committees of the Foundation other than DRBF Region-level committees. When the President or the DRBF are lawfully designated as a Dispute Board Appointing Authority, the President will confer with an ad hoc committee comprised of the President and at least three other members and act in

response to any requests for appointment. In the case of appointments outside the United States, at least two members of the ad hoc committee shall be non-residents of the United States.

Section 4. President-Elect. The President-elect shall perform the duties of the President in the absence of the President and shall perform any other duties assigned by the President and shall be deemed the Vice President for purposes of compliance with applicable laws and regulations.

Section 5. Past President. The Past President shall assist the President and President-elect in the discharge of their duties, as requested by either.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall perform all acts which legally require the services of a corporate Secretary and shall be responsible for supervising the maintenance of a complete roll of the names and addresses of the Executive Board of Directors and as necessary, general information of the Foundation's entire membership. The Secretary/Treasurer is also responsible for supervising the taking and keeping of minutes of the proceedings of the Executive Board of Directors and meetings of the members of the Foundation and shall perform and discharge the duties and powers of the office as prescribed by the President and the Executive Board of Directors. The Secretary/Treasurer shall also be responsible for all monies and other property of the Foundation and collection of all dues and assessments, subject to the orders and control of the Executive Board of Directors and for correct and accurate accounting of all monies received and disbursed, and for a reporting on the financial condition of the Foundation. The Secretary/Treasurer shall ensure that the books and records of the Foundation are audited in accordance with the provisions of these Bylaws.

ARTICLE VII. DRBF REGIONS

Section 1. Subject to the provisions of Article III hereof, when the Executive Board of Directors determines there is a sufficient number of individuals and/or entities within a geographic area that is composed of more than one country to support the purposes and objectives of the DRBF, a representative regional committee within the DRBF (a "DRBF Region") may be established, provided that creation of such a DRBF Region shall not detrimentally impact an existing DRBF Region, as determined by the Executive Board of Directors.

Section 2. In the occasion of partnering with, and granting DRBF Region status to, an existing regional organization, the Executive Board of Directors will review existing documents and may authorize an affiliation agreement between the regional organization and the DRBF that is consistent with the laws of the United States of America, the State of Wisconsin (where the DRBF is incorporated) and the laws of any relevant states and/or countries, as the case may be.

Section 3. Subject to local law, these Bylaws and the affiliation agreement (if necessary), any DRBF Region may establish its own operating policies and procedures, subject in all cases to approval by the Executive Board of Directors.

Section 4. A DRBF Region is a regional committee that represents the DRBF members in its geographic region. As such:

- A. It acts as the liaison between the DRBF Executive Board of Directors and staff and the DRBF members in its region;

- B. It organizes activities intended to make known the work of the DRBF in general, and as appropriate, does so in coordination with the Executive Board of Directors and other DRBF Regions;
- C. It provides services and information, including training, that is responsive to the needs of the DRBF and the members of the DRBF in its region;
- D. It promotes the adoption and implementation of the policies advocated by the DRBF with a view to their adoption in its region;
- E. It oversees its regional elections for representation of its represented membership on the Executive Board of Directors, as provided in Article V of these Bylaws and Foundation policies and procedures.
- F. All DRBF Regions that are not separate legal entities shall at all times be subject to oversight by the Executive Board of Directors.

Section 5. Each DRBF Region shall have available an administrative structure to facilitate the DRBF's activities in its region, consistent with DRBF Bylaws, policies and procedures, and as approved by the Executive Board of Directors. Should a DRBF Region no longer be able to meet this condition, the Executive Board of Directors may take such measures as it may deem necessary to manage the region in question or reorganize or reintegrate the region within another DRBF Region as deemed appropriate.

Section 6. Each DRBF Region shall set its annual budget with approval from the Executive Board of Directors, so as to enable it to meet its own operational expenses as well as its financial obligations to the DRBF. Except as expressly approved or ratified by the Executive Board of Directors, no DRBF Region shall have any authority or right to create any legal obligation or liability on the part of the DRBF.

Section 7. A regional Dispute Board organization that is formed as a distinct legal entity shall communicate to the DRBF its annual balance sheet and statement of income and expenses if requested by the Executive Board of Directors, or if required by an applicable affiliation agreement.

Section 8. When a DRBF Region is declared inactive or dissolved or re-integrated, or its affiliation with the DRBF is terminated for any reason, the members represented by such DRBF Region shall remain members of the DRBF.

ARTICLE VIII. RESIGNATIONS AND TERMINATION OF MEMBERSHIP OR AFFILIATION

Section 1. Members may terminate their own membership in the DRBF by resignation.

Section 2. At the request of a DRBF Region or on its own motion, the Executive Board of Directors of the DRBF may terminate the membership of any member in accordance with the provisions of this Section and pursuant to procedures established by the Executive Board of

Directors. Membership in the Foundation shall be suspended or terminated if a member does not pay all required membership dues, in full, by the due date established by the Executive Board of Directors, pursuant to procedures established by the Executive Board of Directors. The Executive Board of Directors may, by the affirmative vote of three quarters of the members of the Executive Board of Directors at a meeting at which quorum is present, terminate a member's membership for cause after an appropriate hearing. Grounds constituting "cause" shall be determined by the Executive Board of Directors in its sole discretion. Such member shall be given reasonable notice thereof and shall be entitled to a hearing before the Executive Board of Directors at the next regularly scheduled meeting of the Executive Board of Directors.

Section 3. Members who have not remitted their dues to the DRBF by the date specified in the membership renewal notice shall automatically lose their good standing with the DRBF and may have their membership terminated in accordance with the provisions of this Article.

Section 4. The Executive Board of Directors of the DRBF may terminate the Region status of any DRBF Region provided that in the judgment of three quarters of the votes that may be cast by the Executive Board of Directors present at the relevant meetings of the Executive Board of Directors, such termination of Region status is in the best interests of the DRBF.

ARTICLE IX. STAFF

Section 1. Retention of Staff. In the event the Foundation determines that the scope of its activities require the employment of professional staff, such decision shall be made by the Executive Board of Directors and the persons so hired shall work under the guidance and subject to the direction of the Executive Board of Directors.

ARTICLE X. COMMITTEES

Section 1. Advisory Committees. The Executive Board of Directors may, from time to time, create such advisory committees as it may deem necessary or appropriate. The roles of such advisory committees will be advisory in nature, and their actions shall, in all cases, be subject to the ultimate authority of the Executive Board of Directors. It shall be the duty of the President to appoint chairpersons of such advisory committees of the Foundation.

Section 2. Committee Rules. Each advisory committee shall adopt its own rules and procedures consistent with these Bylaws and with the Articles of Incorporation of the Foundation. The chairperson of each advisory committee shall select the other members of the advisory committee.

Section 3. Committees of the Board. The Executive Board of Directors may, by resolution, designate one or more "committees of the board." These committees shall consist of three or more Executive Board members selected by the Executive Board of Directors. To the extent provided by resolution of the Executive Board of Directors, such committees may exercise the powers of the board with respect to the management of the affairs of the Foundation, when the Executive Board of Directors is not meeting, except for electing officers or the filling of vacancies on the Executive Board of Directors or on committees of the board.

ARTICLE XI. FINANCES

The Foundation shall not be operated for profit. Consistent with that position, the following provisions shall govern the financial affairs of the Foundation and the Executive Board of Directors.

Section 1. Fiscal Period. The fiscal year of the Foundation shall commence on January 1 and shall end on December 31 of each year.

Section 2. Bonding. The Foundation may furnish trust and/or surety bonds on all staff persons and officers who are involved in the Foundation's financial activities. The need for and the amount of such bonds shall be determined by the Executive Board of Directors.

Section 3. Annual Budget. The annual budget for the following fiscal year shall be prepared by coordination between the Executive Board of Directors and each DRBF Region of the Foundation. Each DRBF Region shall prepare a proposed budget governing their regional expenses and activities, to be submitted to the Secretary/Treasurer of the Foundation at least 60 days before the end of the calendar year preceding the budget year. The portions of the annual budget proposed by the DRBF Regions are subject in all cases to final approval by the Executive Board of Directors. The annual budget shall not project expenses in excess of income unless the Executive Board of Directors, in its sole discretion, determines that it would be in the best interest of the Foundation to utilize reserves to supplement the annual budget for a specific purpose or to accomplish a specific task. A copy of the annual budget shall be available to any member in good standing upon written request, but copies of the annual budget furnished to members may be redacted to exclude confidential or otherwise sensitive financial information, subject to each member's statutory record inspection rights under Wis. Stat. § 181.1602. When income exceeds annual expenditures, the balance shall be carried over to reserves. During the year, requests for expenditures not part of the annual budget shall be submitted to the Executive Board of Directors for approval, and such requests may be approved provided the expenditures do not exceed funds necessary for the continued operation of the Foundation.

Section 4. Audit. The accounts of the Foundation shall be examined not less frequently than annually by a certified public accountant selected by the Executive Board of Directors. The examination of the accounts may constitute a compilation or review at the discretion of the Executive Board of Directors and subject to the cost of such services. The certified public accountant so selected shall provide a written report to the Executive Board of Directors.

ARTICLE XII. AMENDMENT TO THE BYLAWS

Section 1. Amendment by Members. Amendments to the Bylaws may be proposed by any member in good standing or by the Executive Board of Directors. Such amendments shall be submitted in writing not later than sixty days prior to the Annual Meeting and shall be submitted to the Executive Board of Directors. Notice of any proposed change, after review for format by the Executive Board of Directors, must be sent in writing to the membership not less than thirty days prior to the Annual Meeting. The notice shall include the proposed amendment, the reasons for the recommended change, and the recommendation of the Executive Board of Directors for or against the proposed amendment. Amendments to the Bylaws require the affirmative vote of two-

thirds of the members voting. Amendments will become effective immediately upon adoption unless the amendment itself otherwise provides.

Section 2. Prohibited Amendments. No amendment shall be considered which would permit the Foundation to be operated for profit or for the enrichment of any person. No amendment shall be considered which is in conflict with the Articles of Incorporation.

ARTICLE XIII. INDEMNIFICATION

Section 1. Limits of Indemnification. To the fullest extent permitted by law, and subject to the terms and limitations covered in the Foundation's insurance policy, the Foundation shall indemnify all Executive Board members, officers, employees and/or agents of the Foundation against expenses actually and reasonably incurred by them in connection with the defense of any civil action, suit or proceeding in which they are made or threatened to be made a party by reason of having been an Executive Board member, officer, employee or agent; except in relation to matters as to which they are adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of their duties for the Foundation, in which they received an improper personal benefit.

ARTICLE XIV. GENERAL PROVISIONS

Section 1. Financial Obligations. All notes, drafts, contracts or other obligations of the Foundation shall be signed in the Foundation's behalf by the President or such other person as is designated by the Executive Board of Directors. The Foundation shall establish and maintain an appropriate account in an insured financial institution to conduct financial transactions for the Foundation.

Section 2. Corporate Seal. The seal of the Foundation shall bear the words "corporate seal," the name of the Foundation and the year of its organization. The seal shall be kept in the custody of the Secretary/Treasurer, or other designated individual, and shall be affixed to documents as required by law.