



## NONPROFIT BY-LAWS



### ARTICLE I. NAME OF ORGANIZATION

The name of this Organization is the: Oregon Wine Longevity Project (OWLP).

### ARTICLE II. PURPOSE

#### Section 1. Nonprofit Purpose

This Project is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to Organizations that qualify as exempt Organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### Section 2. Specific Purpose

The Oregon Wine Longevity Project seeks to build and share an open-sourced database that identifies and defines those variables impacting the longevity of Oregon wine through the disciplined provenance and testing - both quantitatively and qualitatively - of an expansive and representative number of Longevity Wines over the next fifty years, at a minimum.

The specific objectives and purpose of this Project will be:

- a. To identify and determine how each variable may impact the longevity of Oregon wine;
- b. To develop an open-sourced database of all such variables defined through quantitative and qualitative lenses over the next fifty years; and in sharing such a database;
  - a. Educate the public about the potential of aged wines and help consumers determine when the wines they have purchased will be at their prime;
  - b. Give winemakers across the world the information necessary to allow them to alter their winemaking style to ensure their wines last as long as they desire.



### ARTICLE III. MEMBERSHIP

The membership of the Project shall consist of the members of the Board of Directors.

### ARTICLE IV. BOARD OF DIRECTORS

#### Section 1. General Powers

The affairs of the Project will be managed by its Board of Directors. The Board of Directors will have control of and be responsible for the management of the affairs and property of the Project.

#### Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors may be fixed from time-to-time by the Directors but will consist of no less than three (3) nor more than fifteen (15) including the following Officers: the Chief Longevity Officer (President), the first Vice-President, second Vice-President, the Secretary, and the Treasurer.

The members of the Board of Directors will, upon election, immediately enter upon the performance of their duties and will continue in office until their successors are duly elected and qualified. All members of the Board of Directors and Advisory Taste Panel should be approved by a majority vote of the members present and voting, although the Chief Longevity Officer (President) shall have the right of final approval and may even veto any decisions made by the Board of Directors without his/her consent and written approval. No vote on new members of the Board of Directors, or Advisory Taste Panel, will be held unless a quorum of the Board of Directors, inclusive of the Chief Longevity Officer (President) is present, as provided in Section 6 of this Article.

Each member of the Board of Directors must be a member of the Project whose membership dues are paid in full and who may hold office for up to a five-year term.

Newly elected members of the Board of Directors who have not served before will serve initial one-year terms. At the conclusion of their initial one-year term, members of the Board may serve an additional four-year term, if approved by the Chief Longevity Officer (President) and ratified by the existing Board Members.

Each member of the Board of Directors must attend at least one (1) Board meeting annually.

Each member of the Board of Directors will contribute at least one hundred cash dollars (\$100) to the Project annually, all or part of which may come from the tax deductible value



paid for or solicited by the Board member, and received by the Project. No contribution credit will be given for in-kind donations. Provided, however, that the \$100 cash requirement for any member who joins after the beginning of the fiscal year for his/her initial one-year term will be prorated accordingly.

### **Section 3. Regular and Annual Meetings**

An annual meeting of the Board of Directors will be held at a time and day in the spring of each calendar year and at a location designated by the Executive Committee of the Board of Directors. The Board of Directors may provide by resolution the time and place, for the holding of regular meetings of the Board. Notice of these meetings will be sent to all members of the Board of Directors no less than ten (10) days, prior to the meeting date.

### **Section 4. Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the Chief Longevity Officer (President) or any two members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

### **Section 5. Notice**

Notice of any special meeting of the Board of Directors will be given at least two (2) days in advance of the meeting by telephone, facsimile or electronic methods or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

### **Section 6. Quorum**

The presence, in person of a majority of current members of the Board of Directors, as well as that of the Chief Longevity Officer (President), will be necessary at any meeting to constitute a quorum to transact business, but a lesser number will have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present will be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.



### **Section 7. Forfeiture**

Any member of the Board of Directors, outside of the Chief Longevity Officer (President), who fails to fulfill any of his/her requirements as set forth in Section 2 of this Article by September 1<sup>st</sup> will automatically forfeit his/her seat on the Board. The Chief Longevity Officer (President) can only be removed by the Board of Directors if the Chief Longevity Officer (President) is deemed by a court of competent jurisdiction to be mentally or physically incompetent to perform and in such a case a successor named by the Chief Longevity Officer (President) shall replace the Chief Longevity Officer (President). The Secretary will notify the Director in writing that his/her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 14 of this Article in these by-laws.

### **Section 8. Vacancies**

Whenever any vacancy occurs in the Board of Directors it will be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a regular meeting. Vacancies may be created and filled according to specific methods approved by the Board of Directors.

### **Section 9. Compensation**

Members of the Board of Directors will not receive any compensation for their services as Directors.

### **Section 10. Informal Action by Directors**

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, will be signed by two-thirds (2/3) of all of the Directors, including signed support from the Chief Longevity Officer (President), following notice of the intended action to all members of the Board of Directors.

### **Section 11. Confidentiality**

Directors will not discuss or disclose information about the Project or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Project's purposes, or can reasonably be expected to benefit the Project. Directors will use



discretion and good business judgment in discussing the affairs of the Project with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Project, including but not limited to accounts on deposit in financial institutions.

Each Director will execute a confidentiality agreement consistent herewith upon being voted onto and accepting appointment to the Board of Directors.

### **Section 12. Advisory Taste Panel**

An Advisory Taste Panel may be created whose members will be elected and ratified by the members of the Board of Directors annually but who will have no voting privileges nor obligations for attendance at regular meetings of the Board. Advisory Taste Panel members may attend said meetings at the invitation of a member of the Board of Directors. Advisory Taste Panel members may attend said meetings at the invitation of a member of the Board of Directors. The duties of the Advisory Taste Panel will include the qualitative analysis and commentary on representative samplings of longevity wines at each Quinquennial Longevity Celebration. Members of the Advisory Taste Panel will possess the desire to serve the community and support the work of the Project by providing expertise and professional knowledge. Members of the Advisory Taste Panel will comply with the confidentiality policy set forth herein and will sign a confidentiality agreement consistent therewith upon being voted onto and accepting appointment to the Advisory Taste Panel.

### **Section 13. Parliamentary Procedure**

Any question concerning parliamentary procedure at meetings will be determined by the Chief Longevity Officer (President) by reference to Robert's Rules of Order.

### **Section 14. Removal.**

Any member of the Board of Directors or members of the Advisory Taste Panel, outside of the Chief Longevity Officer (President), may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the Project would be served thereby. The Chief Longevity Officer (President) cannot be removed by the Board of Directors unless he or she is deemed by a court of competent jurisdiction to be mentally or physically incompetent to perform and in such a case a successor named by the Chief Longevity Officer (President) shall replace the Chief Longevity Officer (President). Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed



action. An Officer who has been removed as a member of the Board of Directors will automatically be removed from office.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2 of this Article in these by-laws automatically forfeit their positions on the Board pursuant to Section 7 of this Article, and are not entitled to the removal procedure outlined in Section 14 of this Article.

## ARTICLE V. OFFICERS

The Officers of this Board will be the Chief Longevity Officer (President), Vice-President(s), Secretary and Treasurer. All Officers must have the status of active members of the Board.

### Section 1. Chief Longevity Officer (President)

The Chief Longevity Officer (President) will preside at all meetings of the membership. The Chief Longevity Officer (President) will have the following duties:

- a. He/She will preside at all meetings of the Executive Committee.
- b. He/She will have general and active management of the business of this Advisory Board.
- c. He/She will have the final say on all decisions of the Project and shall have the right to veto any decisions made by the Board of Directors without his/her consent and written approval.
- d. He/She will see that all orders and resolutions of the Advisory Board are brought to the Advisory Board.
- e. He/She will have general superintendence and direction of all other Officers of this Project and see that their duties are properly performed.
- f. He/She will submit a report of the operations of the program for the fiscal year to the Advisory Board and members at their annual meetings, and from time to time, will report to the Board all matters that may affect this program.
- g. He/She will be an Ex-officio member of all standing committees and will have the power and duties usually vested in the office of the Chief Longevity Officer (President).



## **Section 2. Vice-President(s)**

Any Vice-President(s) will be vested with all the powers and will perform all the duties of the Chief Longevity Officer (President) during the absence of the latter. The duties of any Vice-President are:

- a. He/She will have the duty of chairing their perspective committee and such other duties as may, from time to time, be determined by the Advisory Board.

## **Section 3. Secretary**

The Secretary will attend all meetings of the Advisory Board and of the Executive Committee, and all meetings of members, and will act as a clerk thereof. The Secretary's duties will consist of:

- a. He/She will record all votes and minutes of all proceedings in a book to be kept for that purpose. He/She in concert with the Chief Longevity Officer (President) will make the arrangements for all meetings of the Advisory Board, including the annual meeting of the Project.
- b. Assisted by a staff member, he/she will send notices of all meetings to the members of the Advisory Board and will take reservations for the meetings.
- c. He/She will perform all official correspondence from the Advisory Board as may be prescribed by the Advisory Board or the Chief Longevity Officer (President).

## **Section 4. Treasurer**

The Treasurer's duties will be:

- a. He/She will submit for the Finance and Fund Development Committee approval of all expenditures of funds raised by the Advisory Board and any proposed capital expenditures (equipment and furniture) by the staff of the agency.
- b. He/She will present a complete and accurate report of the finances raised by this Advisory Board at each meeting of the members, or at any other time upon request to the Advisory Board.
- c. He/She will have the right of inspection of all Project funds including budgets and subsequent audit reports.



- d. It will be the duty of the Treasurer to assist in direct audits of the funds of the program according to funding source guidelines and generally accepted accounting principles.
- e. He/She will perform such other duties as may be prescribed by the Advisory Board or the Chief Longevity Officer (President) under whose supervision he/she will be.

### **Section 5. Election of Officers**

The Nominating Committee will submit at the meeting prior to the annual meeting the names of those persons to be considered for the respective offices of the Advisory Board. Nominations will also be received from the floor after the report of the Nominating Committee. The election will be held at the annual meeting of the Advisory Board. Those Officers elected will serve a term of four (4) years, commencing at the next meeting following the annual meeting.

Officers of the Executive Committee will be eligible to succeed themselves in their respective offices indefinitely, pending support from both the Chief Longevity Officer (President) and a Board majority.

### **Section 6. Removal of Officer**

The Advisory Board with the concurrence of 3/4 of the members voting at the meeting may remove any Officer of the Board of Directors and elect a successor for the unexpired term with the exception of the Chief Longevity Officer (President). The Chief Longevity Officer (President) can only be removed in the case that he/she is deemed by a court of competent jurisdiction to be mentally or physically incompetent to perform and in such a case a successor named by the Chief Longevity Officer (President) shall replace the Chief Longevity Officer (President). No Officer of the Board of Directors will be expelled without an opportunity to be heard and notice of such motion of expulsion will be given to the member in writing twenty (20) days prior to the meeting at which motion will be presented, setting forth the reasons of the Board for such expulsion.

### **Section 7. Vacancies**

The Nominating Committee will also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of Officers. Nominations will be sent in writing to members of the Advisory Board at least two (2) weeks prior to the next meeting at which the election will be held. The persons so elected will hold membership or office for the unexpired term in respect of which such vacancy occurred.



## ARTICLE VI. COMMITTEES

### Section 1. Committee Formation

The Board may create committees as needed, such as fundraising, outreach, public relations, data collection, etc. The Board chair appoints all committee chairs.

### Section 2. Executive Committee

The four Officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and By-Laws, the Executive Committee will have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, and is subject to the direction and control of the full Board.

### Section 3. Finance Committee

The Treasurer is the chair of the Finance Committee, which must include at least one other Board member. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other Board members. The Board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the Board or the Executive Committee. The fiscal year will span from March 1st to February 28th. Annual reports are required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the Project are public information and will be made available to the membership, Board members, and the public.

## ARTICLE VII. CORPORATE STAFF

### Section 1: Executive Director

The Board of Directors may hire an Executive Director who will serve at the will of the Board. Upon such a hire, the Executive Director will have immediate and overall supervision of the operations of the Project, and will direct the day-to-day business of the Project, maintain the properties of the Project, hire, discharge, and determine the salaries and other compensation of any staff members under the Executive Director's supervision, and perform such additional duties as may be directed by the Executive Committee or the Board of Directors. No Officer, Executive Committee member or member of the Board of Directors may individually instruct the Executive Director or any other employee. The Executive Director will make such reports at the Board and Executive Committee meetings as will be required



by the Chief Longevity Officer (President) or the Board. The Executive Director will be an ad-hoc member of all committees.

The Executive Director may not be related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity to any member of the Board of Directors or Advisory Taste Panel. The Executive Director may be hired at any meeting of the Board of Directors by a majority vote and will serve until removed by the Board of Directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Board Directors. Such removal may be with or without cause. Nothing herein will confer any compensation or other rights on any Executive Director, who will remain an employee terminable at will, as provided in this Section.

## ARTICLE VIII. - CONFLICT OF INTEREST AND COMPENSATION

### Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Project's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Project or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### Section 2: Definitions

a. Interested Person

Any Director, principal Officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest

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



1. An ownership or investment interest in any entity with which the Project has a transaction or arrangement,
2. A compensation arrangement with the Project or with any entity or individual with which the Project has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Project is negotiating a transaction or 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 Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

### **Section 3. Procedures**

- a. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.
- b. **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, he/she will leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members will decide if a conflict of interest exists.
- c. **Procedures for Addressing the Conflict of Interest**
  1. An interested person may make a presentation at the governing Board or committee meeting, but after the presentation, he/she will leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.



2. The chairperson of the governing Board or committee will, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  3. After exercising due diligence, the governing Board or committee will determine whether the Project 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.
  4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee will determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Project's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it will make its decision as to whether to enter into the transaction or arrangement.
- d. Violations of the Conflicts of Interest Policy
1. If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it will inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it will take appropriate disciplinary and corrective action.

#### **Section 4. Records of Proceedings**

The minutes of the governing Board and all committees with Board delegated powers will contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.



- b. The names of the persons who were present for discussions and votes relating to the transaction or 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.

### **Section 5. Compensation**

- a. A voting member of the governing Board who receives compensation, directly or indirectly, from the Project for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Project for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Project, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

### **Section 6. Annual Statements**

Each Director, principal Officer and member of a committee with governing Board delegated powers will annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Project is charitable 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.

### **Section 7. Periodic Reviews**

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

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.



- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Project'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 or in an excess benefit transaction.

#### **Section 8. Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Project may, but need not, use outside advisors. If outside experts are used, their use will not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

### **ARTICLE IX. INDEMNIFICATION**

#### **Section 1. General**

To the full extent authorized under the laws of the United States of America, and the State of Oregon in particular, the Project will indemnify any Director, Officer, employee, or agent, or former member, Director, Officer, employee, or agent of the Project, or any person who may have served at the Project's request as a Director or Officer of another organization (each of the foregoing members, Directors, Officers, employees, agents, and persons is referred to in this Article individually as an "indemnatee"), against expenses actually and necessarily incurred by such indemnatee in connection with the defense of any action, suit, or proceeding in which that indemnatee is made a party by reason of being or having been such member, Director, Officer, employee, or agent, except in relation to matters as to which that indemnatee will have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification will not be deemed exclusive of any other rights to which an indemnatee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

#### **Section 2. Expenses**

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Project in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnatee to repay such amount if it will ultimately be determined that such indemnatee is not entitled to be indemnified hereunder.



### **Section 3. Insurance**

The Project may purchase and maintain insurance on behalf of any person who is or was a member, Director, Officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Project would have the power or obligation to indemnify such person against such liability under this Article.

## **ARTICLE X. BOOKS AND RECORDS**

The Project will keep complete books and records of account and minutes of the proceedings of the Board of Directors.

## **ARTICLE XI. AMENDMENTS**

### **Section 1. Articles of Incorporation**

The Articles may be amended in any manner at any regular or special meeting of the Board of Directors, provided that specific written notice of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby will be given to each Director at least three days in advance of such a meeting if delivered personally, by facsimile, or by e-mail or at least five days if delivered by mail. As required by the Articles, any amendment to Article III or Article VI of the Articles will require the affirmative vote of all Directors then in office. All other amendments of the Articles will require the affirmative vote of an absolute majority of Directors then in office.

### **Section 2. By-Laws**

The Board of Directors may amend these By-Laws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby will be given to each Director within the time and the manner provided for the giving of notice of meetings of Directors.



**ADOPTION OF BY-LAWS**

We, the undersigned, are all of the initial Directors or incorporators of this Project, and we consent to, and hereby do, adopt the foregoing By-Laws, consisting of the 15 preceding pages, as the By-Laws of this Project.

ADOPTED AND APPROVED by the Board of Directors on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signatures

Jason Raymond Werner, Chief Longevity Officer, Oregon Wine Longevity Project

X \_\_\_\_\_

Name Forthcoming, Title Forthcoming, Oregon Wine Longevity Project

X \_\_\_\_\_

Name Forthcoming, Title Forthcoming, Oregon Wine Longevity Project

