2022

THE AMERICAN ORCHID SOCIETY, INC.

and

WILLIAM RILEY PH.D.

GEORGE HATFIELD

ARTICLES OF INCORPORATION AND THE BYLAWS

OF THE

WORLD ORCHID CONFERENCE TRUST
BY-LAWS
OF THE
WORLD ORCHID CONFERENCE TRUST

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1. Name.
   1.1. The name of this charitable nonprofit organization is the WORLD ORCHID CONFERENCE TRUST (WOCT).

   1.2. Autonomy. The WOCT is an independent and autonomous organization.

   1.3. Principles. The WOCT does not condone or endorse any political, religious, or commercial interests. It is operated without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, disability, or age and is conducted following the principles of non-discrimination and mutual respect. The WOCT does not condone or endorse any conduct or action that is not following these principles.

2. Definitions.
   2.1. Trust, Charitable Nonprofit Trust. The Trust means the World Orchid Conference Trust (WOCT or Trust), a 501(c)(3) charitable nonprofit organization re-organized in the state of Florida, United States of America. This Trust is the successor to the World Orchid Conference Trust established in Bermuda in 1988 by the American Orchid Society and the Royal Horticultural Society, which was the successor to the World Orchid Conference Trust established by the American Orchid Society in the United States in 1954. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

   2.2. Conference. The Conference means the World Orchid Conference (WOC), which is held every three (3) years by an organization approved by the Trust.

   2.3. Sponsor. A Sponsor is an organization that supports the Mission of the Trust and that appoints Trustee(s) to the Trust.

   2.4. Trustee. A Trustee is an individual appointed by a Sponsor to represent the Sponsor’s interests to the Trust and serve to further the Mission of the Trust actively.

   2.5. Associate. An Associate is either an organization with observer status, seeks to host a WOC, is granted permission to host a WOC, or has special expertise necessary to further the Mission of the Trust.

   2.6. Fellow. A Fellow is either an individual appointed by an Associate to represent the Associate and actively serve to further the Mission of the Trust or an individual with special expertise whom the President asks to help promote the Mission of the Trust actively.

   2.7. Advisors. An Advisor is any former living Trustee who has served two (2) consecutive three (3) year terms as a Trustee.

   2.8. Host. After recommendation by the Trustees, an organization was approved by the Site Selection Commission to host a WOC.

   2.9. Provisional Host. After recommendation by the Site Selection Committee, an organization was provisionally approved by the Trustees to host a WOC. More than one Provisional Host may be approved.

   2.10. English. English will be used for all communications within the WOC and the WOCT, including, without limitation, all discussions during Trustee business meetings, all committee Meetings, all agendas, all reports, and all financial statements. All Trustees, Fellows, and Advisors must be able to communicate in English.

   2.11. Conference Guide. A document provided to a Host and a Provisional Host outlining expectations and requirements for the Host or Provisional Host to organize, sponsor, and conduct a WOC.

   2.12 Timeline Checklist. A document provided to a Host and Provisional Host listing the various tasks and establishes a Timeline to accomplish those tasks.

   2.13 Depository Institution. All money held by the Trust must be deposited in a federally insured financial institution located in the United States.
3. **Mission.** The MISSION of the Trust is to encourage and improve the science, education, conservation, art, and practice of horticulture as related to the Orchidaceae throughout the world by organizing and promoting the WOCs, other conferences, meetings, seminars, and lectures around the globe.

4. **Objectives.**

   4.1. **Site Selection.** The Trust will select an organization to host a WOC every three (3) years, and one or more organizations will be provisionally selected to host a WOC, subject to the satisfactory completion of tasks set out in the Conference Guide and Timeline Checklist during the provisional period, in the manner set out below.

   4.2. **Advice, Assistance, Support.** Provide advice, assistance, and support to other charitable bodies having purposes that, in the Trustees' opinion, are similar to those of the Trust.

   4.3. **Publications.** Assist with the publication of reports and publications related to the purposes of the Trust.

   4.4. **Encouragement.** Encourage the practice of growing orchids sustainably and responsibly.

   4.5. **Advancement.** Advance the scientific investigation relating to Orchidaceae and their conservation for the public benefit in particular, but not exclusively, through the medium of educational events worldwide.

5. **Structure of Trust.**

   5.1. **Governing Body.** The governing body of the WOCT is the Board of Trustees, composed of the President, the President-Elect, the Secretary, the Treasurer, and the remaining Trustees. If an officer position becomes vacant, the remaining Trustees will appoint a successor officer. All officers are Trustees.

   5.2. **Control.** The Trustees have ultimate charge and direction of the affairs and business of the Trust to fulfill its mission and purposes. The Trustees determine policies, administer and retain fiduciary responsibility for finances, and are the final authority regarding the selection process for a Host for a WOC and assessing the Provisional Host’s progress in meeting the deadlines set out for them.

   5.3. **Standing Committees.**

      5.3.1. **WOC Committee.** The Chair is the President, and the remaining Trustees make up this committee which will actively monitor a Host’s progress toward hosting a successful WOC. Each Host is selected after a recommendation from the Site Selection Committee and has met all the goals and deadlines established during the Provisional Host period.

      5.3.2. **Provisional WOC Committee.** The Chair is the President-Elect, and the remaining Trustees make up this committee which will actively monitor the Provisional Host’s progress in meeting all goals and deadlines set for the Provisional Host(s) in the Conference Guide and Timeline Checklist. Suppose the Primary Provisional Host is not making satisfactory progress towards meeting each goal and deadline set out in the WOC Conference Guide and Timeline Checklist within twelve months of being selected. In that case, the Primary Provisional Host will be notified of the lack of satisfactory progress and given an additional six months to make satisfactory progress before being passed over. If goals are not met, the Secondary Provisional Host will be elevated and allowed to become the Primary Provisional Host. The Provisional WOC Committee will then monitor the elevated Provisional Host’s progress in meeting all goals and deadlines in the Conference Guide and Timeline Checklist. The Trustees must approve (a) the notice of lack of satisfactory progress, (b) passing over the Primary Provisional Host, and (c) elevating the Secondary Provisional Host to Primary Provisional Host by motion.

      5.3.3. **Site Selection Committee.** The Chair is the President-Elect and will appoint a person to serve as a recorder from this committee. The recorder must provide minutes to the Secretary within ten (10) days after any meeting of this committee, which must include all information required in §5.5 below, who is present at the meeting, any motions, and votes made by this committee. An equal number of Trustees (maximum 6, including the President-Elect) and Fellows (maximum 6) will be selected by the President as voting members of this committee chaired by the President-Elect. All appointments are subject to approval by the Trustees. The President of the WOC will attend the presentations but will only vote in the event of a tie. The duties are to screen the applications (bids) from organizations worldwide requesting to host a WOC. From these applications, they will recommend two choices as suitable Provisional Hosts. The bids must be submitted to the Board of Trustees six (6) years before the WOC they propose to host. Cities and/or countries cannot initiate a bid to host a WOC; only an orchid organization may submit a bid. The vote to accept a Provisional Host, pass a Provisional Host, elevate a second Provisional Host, and elevate a Provisional Host to Host will be by the Trustees by motion.
5.3.4. **Advisory Committee.** This is a nonvoting advisory committee, which will provide advice and historical memory for the Trust. An Advisor may be asked to serve on other committees by the President.

5.4. **Other Committees.** The Trustees may authorize other committees. The President will appoint the Chairs of any such committee, subject to approval by the Trustees. Any such Chair will nominate members for said committee subject to approval by the Trustees, including a recorder who will prepare agendas and reports in the manner set out in §5.5 below. The committees include Trustees, Fellows, and as well as Advisors. Committees will include, but are not limited to, the following:

5.4.1. **Scientific and Education Committee.**
5.4.2. **Conservation Committee.**
5.4.3. **Horticultural Committee.**
5.4.4. **Ad Hoc Committees** as needed.

5.5. **Agendas, reports, quorums for Standing, and Other Committees.**

5.5.1. **Agendas.** The Chair must collaborate with their recorder to send all committee members a copy of the agenda ten (10) days before a committee meeting.

5.5.2. **Reports.** Recorders must collaborate with their respective Chair to develop a written report summarizing the activities of that committee. The Recorder must provide written reports to the President and Secretary of the Trust within ten (10) days after the committee meets. The report must list the name of each person present, in person or online, at the committee meeting, and if a guest, note that. The report must list the result of all votes taken by the committee and, where appropriate, reasons for the decisions. All votes taken will be by motion.

5.5.3. **Quorum.** For action items for each committee, a quorum is two-thirds (66%) of the members. For the Site Selection Committee a quorum is three-fourths (75%) of the members.

6. **Board of Trustee Powers.** The Board shall have ultimate charge and direction of the affairs and business of the Trust to fulfill its mission and purposes; however, in acting upon behalf of the Trust, all Trustees are charged with the fiduciary responsibility to Trust. In particular, the Trustees have the power to act on the following on behalf of the Trust.

6.1. **Transactions.**
6.1.1. **Audit.** All transactions undertaken on behalf of the Trust must follow generally accepted accounting procedures and be acceptable to the rules governing a 501(c)(3). Audits will occur in January annually. The Audit report will be presented to the Trustees and Fellows at the meeting next following the completion of the audit.

6.1.2. **Borrow, etc.** Borrow money and pledge the whole or any part of its property as security for the repayment of the money borrowed.

6.1.3. **Buy, lease, etc.** Buy, lease, or otherwise acquire any property and maintain and equip it.

6.1.4. **Sell, dispose of, etc.** Sell, lease, or otherwise dispose of all or any part of the property belonging to the Trust. Property gifted to the Trust may be sold without restriction, and funds may be withdrawn from Trust funds to accommodate such a sale. Proceeds of such a sale will be documented in the Trust financials and must be deposited or invested as set out below.

6.1.5. **Deposit.** All funds belonging to the Trust must be deposited in an insured financial institution in the United States unless otherwise invested.

6.1.6. **Disbursement of Funds.** Upon resolution adopted and with the direction of the Board of Trustees, a Trustee residing in the United States is authorized to disburse funds following the adopted Resolution.

6.1.7. **Invest.** All or any part of Trust funds may be invested in stocks and bonds listed by the standard indexes of the United States without being liable for any loss. Additionally, the Trust may employ a professional fund manager and arrange for the investments or other property of the Trust to be held in the name of a fund manager, acting as a fiduciary for the benefit of the Trust under the authority of the Treasurer.

6.1.8. **Employ.** Employ and remunerate such staff as needed to carry out the work of the Trust.

6.1.9. **Sue and Defend Against Suits.** Prosecute and defend any suits or actions or other proceedings affecting the Trustees or the Trust.

6.1.10. **Contract.** Enter into contracts as convenient and necessary to undertake the work of the Trust, including, without limitation, Contracts with Hosts and Provisional Hosts.
6.2. **Host Contract.** The Trust (represented by the President and the Treasurer) will enter into a contract with each Host, approved for a WOC. This contract will contain terms and conditions deemed convenient and necessary for the Host to successfully conduct and promote a WOC.

6.3. **Provisional Host Contract.** The Trust will enter into a contract with each Provisional Host for a term of three (3) years, subject to satisfactory compliance with such terms and conditions as deemed convenient and necessary to successfully move to the Host stage of conducting and promoting a WOC. Suppose a Provisional Host is not making satisfactory progress in meeting milestones set out in this contract (See §5.3.2). In that case, the Trust may pass over a Provisional Host and move to another Provisional Host, making satisfactory progress in meeting the milestones. It is contemplated that two Provisional Hosts will be approved at each WOC. The failure of one of the Provisional Hosts to timely meet its contractual obligations will not result in the WOCT being unable to conduct a WOC in a timely manner. Suppose both Provisional Hosts are successfully meeting the milestones. In that case, the Primary Provisional Host will be awarded the official status to Host a WOC. The Secondary Provisional Host will become the Primary Provisional Host for the following WOC. The Site Selection Committee will determine the Primary and Secondary host, subject to approval by the Trustees.

7. **Organization; Duties; Removal.** The Trust will consist of Sponsors and their appointed Trustees, Associates and their appointed Fellows, and Advisors and Fellows appointed by the President. See §5.1 and §7.6

7.1. **Sponsors.**

7.1.1. **Founding Sponsor.** As a founding and original Sponsor, the American Orchid Society will appoint two (2) Trustees. If a Trustee dies, resigns, or is terminated, another Trustee will be appointed within 45 days.

7.1.2. **Additional Sponsors.** The Trustees may invite up to five (5) additional Sponsors to join the Trust, and each additional Sponsor will appoint one (1) Trustee.

7.1.2. **Host Sponsor.** Upon the acceptance to host a WOC, the Host Organization will join the Trust as a Sponsor for a term ending at the conclusion of its WOC. Following the Host's departure, the Provisional Host will assume the vacated Sponsor position. The departing Host Sponsor will take an Associate position in the Trust if desired.

7.1.3. **Continuity of Representation.** If a Trustee dies, resigns, or is terminated, the Sponsor must appoint another Trustee within 45 days.

7.1.4. **Support.** Each Sponsor may be requested to provide monetary support to further the Mission of the Trust.

7.1.5. **Monetary Support.** Each Sponsor is responsible for any financial arrangements with its Trustee(s).

7.2. **Associates.** Organizations wishing to become Associates must apply, using the form provided by the Trust, to the Board of Trustees setting out its qualifications and such other information it deems relevant to helping the Board of Trustees decide whether to accept the organization as an Associate. Additionally, upon the Trustees' acceptance as a Provisional Host for a future WOC, the Provisional Host Organization will automatically join the WOCT as an Associate for a term ending upon the Board acceptance of their progress to host a WOC. They will assume the previously vacated Sponsor position and assume the duties as a Sponsor.

7.2.1. **Action on Applications.** All applications will be reviewed and discussed by the Trustees. Upon receiving an affirmative majority vote of a quorum of the Trustees, an organization will be accepted as an Associate.

7.2.2. **Appointing Fellows.** Within 45 days of being accepted as an Associate, the Associate must appoint a Fellow. If a Fellow dies, resigns, or is terminated, the Associate must appoint another Fellow within 45 days; failure to do so results in automatic termination of the Associate.

7.3. **Trustees.** All Trustees serve at the convenience of their Sponsor. No one may act as Trustee until they expressly acknowledge accepting the office of Trustee and all its obligations, including signing the Conflict of Interest form provided by the Trust. There must be at least two (2) and no more than seven (7) Trustees. All Trustees, including the Officers, shall conduct themselves following the Trust's approved policy regarding conflicts of interest. Upon starting their service as a Trustee, all new Trustees shall be informed of this policy. Each Trustee shall complete a written Conflict of Interest Policy Disclosure Form approved by the board annually.
7.3.1. **Voting.** Trustees vote on the general and ongoing business of the Trust, including approval of Associates, Hosts, Provisional Hosts, and replacement Sponsors.

7.3.2. **Term.** Each term is three (3) years. A Trustee may serve no more than four (4) consecutive terms, including service as an Officer, after which they are not eligible for re-election for a period of three (3) years. If a Trustee resigns, they will continue to serve for up to 45 days or until a successor Trustee is appointed.

7.3.3. **Removal by Sponsor.** A Sponsor may remove and replace its Trustee at its discretion. See §7.6.

7.3.4. **Fiduciary.** All Trustees are charged with the fiduciary responsibility to the Trust.

7.3.5. **Duties.** Each Trustee is expected to actively participate in furthering the goals and objectives of this Trust, including without limitation, attending board meetings and committee meetings, working with Host(s) and Provisional Host(s) to ensure that they meet all milestones to be prepared to conduct and promote successful WOCs, and all other activities convenient or necessary to meet these goals and objectives.

7.4. **Fellows.** Each Fellow is either (a) an individual representing and serving at the convenience of an Associate or (b) an individual with an ongoing and positive contributory interest in the success of the Trust, or having specialized expertise needed by the Trust and appointed by the President. The President may appoint as many Fellows as deemed necessary or convenient.

7.4.1. **Voting.** Fellows can only vote as members of a committee. However, Fellows who are members of the Site Selection Committee have the same voting rights as Trustees who are members of the Site Selection Committee to recommend a Host or Potential Host to the Board of Trustees. All committee members may vote on items brought before that committee. Chairs, except for the Site Selection Committee Chair will vote only in the event of a tie. All committee action items are made by motion. Votes may be made by voice, a show of hands, or electronic means. Abstentions are counted as a no vote.

7.4.2. **Term.** Each term is three (3) years. A Fellow (including a Fellow appointed by the President) may serve no more than four (4) consecutive terms, after which they are not eligible for re-election for a period of three (3) years. If a Fellow resigns, they will continue to serve for up to 45 days or until a successor Fellow is appointed.

7.4.3. **Removal by Associate.** An Associate may remove and replace a Fellow at its discretion.

7.4.4. **Duties.** Each Fellow will be appointed to serve on other committees as needed and is expected to actively participate in furthering the goals and objectives of this Trust, including without limitation, attending committee meetings, working with Trustees, working with Host(s) and Provisional Host(s) to ensure that they meet all milestones to be prepared to conduct and promote successful WOCs, and all other activities convenient or necessary to meet these goals and objectives.

7.5. **Advisors.** An Advisor is a former Trustee who served six (6) consecutive years and who has institutional knowledge about how to organize, promote, and conduct a successful WOC.

7.5.1. Advisors have no voting rights.

7.5.2. **Term.** A term is three (3) years. Trustees, by motion, may approve additional terms.

7.5.3. **Duties.** An Advisor may be asked to serve on a committee as needed and is expected to actively participate in furthering the goals and objectives of the Trust, including without limitation, a.) working with Trustees to document the historical legacy of the Trust and b.) all other activities convenient or necessary to meet these goals and objectives and Mission of the Trust.

7.6. **Removal by Trustees.** All removals of Sponsors, Trustees, Associates, Fellows, and Advisors initiated by Trustees require the affirmative vote of 75% of the Trustees by secret ballot, tendered to the Secretary, with the results of the vote announced in open session and recorded in the Minutes. The removal will be discussed in Executive Session as set out in §9.2. below.

7.6.1. **Officers.** Suppose an Officer, either by illness, neglect, lack of interest, failure to attend meetings, failure to proactively participate in the Mission of the Trust, resignation, death, or for other cause has not adequately fulfilled their duties and obligations to the Trust or otherwise becomes unfit to serve. In that case, they may be removed by the Trustees. The remaining Trustees will vote to elect a replacement Officer. Because each Officer is also a Trustee, the Sponsor who appointed the Officer who has been removed will be notified of the need to appoint a replacement Trustee, who will not be an officer.

7.6.2. **Trustees.** Suppose a Trustee, either by illness, neglect, lack of interest, failure to attend meetings, failure to proactively participate in the Mission of the Trust, resignation, death, or for other cause has
not adequately fulfilled their duties and obligations to the Trust or otherwise becomes unfit to serve. In that case, they may be removed by the Trustees. The Sponsor who appointed the removed Trustee will be notified of the need to appoint a replacement Trustee.

7.6.3. Sponsors. A Sponsor may be terminated by the Trustees for the failure of their Trustee(s) to attend meetings; failure to provide financial support if requested; failure of the Sponsor to actively support, and failure of their Trustee(s) to participate proactively in the Mission of the Trust; failure to timely replace a Trustee (within 45 days after death, resignation, or removal).

7.6.4. Associates. An Associate may be terminated by the Trustees for the failure of their Fellow to attend meetings; failure of the Associate to actively support, and failure of their Fellow to participate proactively in the Mission of the Trust; failure to timely replace a Fellow (within 45 days after death, resignation, or removal).

7.6.5. Fellows. The Trustees may terminate a Fellow for failure to attend meetings, failure to participate in the Trust's Mission proactively, or failure to fulfill their duties and obligations to the Trust adequately.

7.6.6. Fellows appointed by the President. A Fellow appointed by the President may be removed before the end of a term by the Trustees and will be notified of such removal.

7.6.7. Advisors. An Advisor may be removed before the end of a term by the Trustees and will be notified of such removal.

7.6.8. Committee Chairs. A Committee Chair appointed by the President may be removed before the end of a term by the Trustees and will be notified of such removal.

7.6.9. Committee Members. Committee Members may be terminated by the Trustees for failure to attend meetings; failure to participate proactively in the Mission of the Trust; or for failure to adequately fulfill their duties and obligations to the Trust.

7.6.10. General Statement regarding Comportment. The WOCT is committed to maintaining high ethical standards and service excellence to the orchid community. As progressive representatives appointed to the WOCT by organizations worldwide, individuals are expected to act in a harmonious and dignified manner while avoiding conflicts of interest and nonprofessional behavior.

8. Officers and Duties. The officers are President, President-Elect, Secretary, Treasurer.

8.1. President. The President-Elect will be elevated to President as a last order of business at the final business meeting of a WOC.

8.1.1. Term. The President’s term of three (3) years begins immediately following the closing of a WOC and expires at the closing of the following WOC. The President’s term may be extended for a short period if needed for an orderly transition upon a majority vote of all the Trustees. The President cannot be re-elected to additional terms.

8.1.2. Business Meetings. The President will preside at all business meetings, which will occur monthly or as often as required to further the business of the Trust. Special Meetings will be called upon the request of three Trustees. A quorum is required for all business meetings. See §8.5. Meetings may be held in-person or using electronic or similar technology, or a combination of in-person and electronic.

8.1.3. Liaison. The President will work closely with the Host during the three years before and during the staging of a WOC. The President will provide monthly progress reports on the upcoming WOC to the Trustees and all Fellows, particularly Host and Provisional Host Fellows and Advisors. Trustees and Fellows are obligated to report information to their respective Sponsors and Associates.

8.1.4. Status Reports. The President must provide an activity/status report to Sponsors and Associates annually, or more frequently if they desire.

8.1.5. Voting. The President will only vote to break a tie.

8.2. President-Elect. The Trustees will elect the President-Elect.

8.2.1. Term. The President-Elect’s term of three (3) years begins immediately following the closing of a WOC and expires at the closing of the following WOC. The President-Elect’s term may be extended for a short period if needed for an orderly transition upon a majority vote of all the Trustees. At the expiration of the President-Elect’s term, they will be elevated to President.

8.2.2. Duties. In the absence of the President, the President-Elect will act as Presiding Officer.
8.2.3. Liaison. The President-Elect will coordinate and communicate closely with both Provisional Hosts to implement the Conference Guide and Timeline Check Guide to document the timely progress of the necessary annual duties that must be met to host a WOC. The President-Elect will provide monthly progress reports regarding the progress of both Provisional Hosts toward meeting their goals to the Trustees, the Fellows, and the Advisors.

8.3. Secretary. The Trustees will elect the Secretary.

8.3.1. Term. The Secretary’s term of three (3) years begins immediately following the closing of a WOC and expires at the closing of the following WOC. The Secretary’s term may be extended for a short period if the need for an orderly transition upon a majority vote of all Trustees. The Secretary is eligible for re-election for up to two additional terms.

8.3.2. Agenda. The Secretary will email the Trustees, Fellows, and Advisors the agenda seven (7) days before the monthly business meeting or any other scheduled meeting. Anyone wishing to place an item on the agenda must email the item, together with all supporting documentation or reports, to the Secretary at least ten (10) days before the scheduled start of the meeting. Items regarding the progress of the Host and Provisional Hosts will be on all business meeting agendas outside WOC business meetings. Monthly financial statements and quarterly Balance Sheets will be on all business meeting agendas. The Officer charged with Progress Reports or Financial Reports must email those reports to the Secretary at least ten (10) days before the scheduled start of the business meeting.

8.3.3. Minutes. The Secretary will take minutes at all business meetings of the Trust. The Secretary will email the minutes to all Trustees, Fellows, and Advisors within ten (10) days after the business meeting. If the Secretary is not present, the President will appoint another Trustee to take minutes and email them to the Secretary within seven (7) days of the business meeting. Minutes must include the following: Names of Trustees, Officers, Fellows, Advisors, Committee Members, and Guests (noting which persons are which category of attendee) at all Trustees' meetings, decisions made at the meeting, and, where appropriate, reasons for the decisions.

8.3.4. Votes. The Secretary will keep a record of and tally the votes at each business meeting or special meeting and announce the results of each vote. See also § 9. Voting. and § 7.6 Removal by Trustees. The Secretary must maintain the confidentiality of any secret ballot.

8.3.5. Communications. The Secretary will assist the President and President-Elect with communications as needed.

8.4. Treasurer. The Trustees will elect the Treasurer.

8.4.1. Term. The Treasurer’s term of three (3) years begins immediately following the closing of a WOC and expires at the closing of the following WOC. The Treasurer’s term may be extended for a short period if the need for an orderly transition upon a majority vote of all Trustees. The Treasurer is eligible for re-election for up to two additional terms.

8.4.2. Records. The Treasurer must receive and keep accurate records of the Trust’s financial records. The Treasurer must provide the Trustees with a quarterly bank statement and other financial statements recording all Year-to-Date finances quarterly. The Treasurer must provide a statement of the current income and expenditures to the Trustees at each business meeting. The Treasurer shall provide the Trustees with a proposed annual budget to be approved by the Trustees before the start of each calendar year.

8.4.3. Audit. A Certified Public Accountant, approved by the Trustees, will audit the finances of the Trust annually in January. The Treasurer will provide all records necessary for this annual financial audit. A Treasurer’s report for the preceding fiscal year incorporating the audit results shall be presented at the next business meeting after completion of the audit (See also §8.3.2.). Copies of such reports, along with the audited financial statements, shall be available on the website. A specific tab will be set up on the website to direct visitors to documents that cannot be printed (without a visible watermark).


9.1. General Business. Votes on general business action items will be by motion, and votes may be by voice or show of hands. A simple majority decides all motions. Abstentions count as a no vote.

9.2. Executive Session. Any personnel decisions, such as removal of Trustees, Associates, Fellows, Advisors, Committee Chairs, or Officers, or such actions as an amendment to or dissolution of the Trust or transfer
of assets to a charitable organization upon dissolution of the trust, or any other sensitive matters, as determined by the President, will be discussed in Executive Session. Any vote will be by secret ballot, which may be electronic, and sent to the Secretary. Any item discussed in Executive Session requires an affirmative vote of 75% of the Trustees. This vote will be taken in Executive Session and only the results recorded in the minutes of the open meeting.

9.3. Selection of Host/Provisional Host. Recommendations for Host and Provisional Host(s) will be forwarded by the Site Selection Committee for affirmation by the Trustees. Voting will be by ballot.

9.4. Electronic voting. Suppose the meeting is electronic, or partly in person and partly electronic. In that case, a vote may be emailed to the Secretary to be counted, or, if the meeting platform supports a confidential chat feature, votes may be sent by chat. If the voting pertains to personnel matters, the vote is secret and received individually and tallied by the Secretary in confidence. However, this vote is secret when voting on personnel matters and received individually and counted by the Secretary in confidence.

9.5. Election of Officers. The Trustees, except the President, will by motion nominate a President-Elect, Secretary, and Treasurer from among themselves as a last order of business at the final business meeting of a WOC. The vote will be by secret ballot. The current Secretary will tally the votes and announce the results.

9.6. Quorums. For Election of Officers and affirmation of the recommendations of the Site Selection Committee a quorum is three-fourths (75%) of the Trustees. For action items required to conduct the general business of the Trust, a quorum is two-thirds (66%) of the Trustees. For action items for each committee, a quorum is two-thirds (66%) of the members. For the Site Selection Committee a quorum is three-fourths (75%) of the members.

9.7. Committee Votes. All members of any committee may vote except the Chair, who only votes in the event of a tie. The exception exists for the President-Elect who chairs the Site Selection Committee and is a voting member of the Committee. In this instance, the President of the Trust will vote as necessary to break a tie. All committee action items are made by motion. Votes may be made by voice, a show of hands, or show of hands, or electronic means. Abstentions are counted as a no vote.


10.1. Robert’s Rules. The rules in the latest version of “Rules of Order Revised” by Henry M. Roberts may guide the Trustees’ actions in all cases they apply and are not inconsistent with these Bylaws.

11. Financial Support. Financial Support for the Trust must not have any qualifications from the donor and may be obtained from various sources as follows:

11.1. Fees. Income is derived from a pre-determined portion of each registration fee at a WOC. Additional fees may include a pre-determined portion of each entry fee charged for admission to the show. The host will not charge or tax the registration fee or the entry fee assessment. Suppose any tax would be charged to the Trust, which is a nonprofit not subject to tax in the United States where it is chartered. In that case, the Host must increase or absorb the cost of the registration fee and any entry fee to cover the cost of such tax, in consultation with the Trustees so that the pre-determined portion anticipated to be received is received.

11.2. Donations. Individual or corporate donations to a 501(c)(3) charitable Trust (WOCT) as authorized by the United States Tax Code and Treasury Regulations.


12.1. Procedure. Upon notice emailed to all Trustees and their Sponsors at least 14 days before a business meeting, an action to dissolve the Trust may be placed upon the agenda. If 75% of the Trustees vote to dissolve the Trust, it will cease to exist, and its closure must be settled promptly.

12.2. Transfer of Assets. If the Trust is dissolved, the Trustees must first pay all debts and liabilities incurred before dissolution for which funds exist; and then must transfer all remaining monies and other assets of the Trust exclusively to a similar charitable institution with purposes similar to the Trust, which would then qualify under provisions of section 501(c)(3) of the United States of America Internal Revenue Code and Treasury’s Regulations applicable to such action as they now exist, or as they may hereafter be amended.

12.3. No liability. If the Trust is dissolved, the Trustees and their Sponsors have no liability to contribute to the Trust’s assets and no personal responsibility for settling its debts and liabilities.
   13.1. Reimbursement of Expenses. A Trustee, Fellow, or Advisor may be reimbursed for reasonable expenses incurred when acting on behalf of the Trust. A Motion must approve these expenses of the Trustees before being incurred.
   13.2. No Compensation. Neither a Trustee, Fellow, Advisor, nor an immediate family member of all groups may receive any money, property, dividend, bonus, salary or other employment compensation, financial benefit, or any other type of compensation from the Trust.
   13.3. No Preferential Treatment. Neither a Trustee, Fellow, Advisor, nor an immediate family member of all groups may buy or receive any goods or services from the Trust on terms preferential to those applicable to members of the public.
   13.4. No Sales to the Trust. Neither a Trustee, Fellow, Advisor, nor an immediate family member of all groups may sell goods, services, or any interest in land to the Trust.
   13.5. No Conflicts of Interest. Neither a Trustee, Fellow, Advisor, nor an immediate family member of all groups must have no conflict of interest with the Trust. The Trust has been formed exclusively for scientific and educational purposes. No part of the Trust’s assets, income, or profit may benefit its Sponsors, Associates, Trustees, Fellows, Advisors (or immediate family members of all groups), or Officers (all Trustees). Furthermore, no members from the same household or family may serve together on the Trust.
   13.6. Fund Raising. A Trustee, or an immediate family member of a Trustee, may participate in fundraising activities on behalf of the Trust on exactly the same terms as members of the public.

14. Liability Insurance. The Trust will provide limited liability insurance for each Trustee and Fellow.

15. Amendments to and Ratification of the Bylaws.
   15.1. Amendment Procedure. An amendment to the Bylaws may be proposed by 25% of the Trustees. The amendment must be in writing, signed by the proposing Trustees, and emailed to the Secretary to include an action item for the next business meeting. No Amendments to the Bylaws may be considered for six (6) years from 2022.
   15.2. Ratification Procedure. These Bylaws, as initially written, will form the governance of the Trust for six (6) years and will be accepted by all parties within the Trust, after which they will be reviewed and ratified again. An action item regarding ratification and/or amendment will be placed on the agenda of a business meeting in 2028 and every nine (9) years thereafter.
   15.2. Vote. At a business meeting, the Affirmative vote of 75% of the Trustees is required to pass an amendment, which is immediately effective if passed. Further, at a business meeting, every nine (9) years from 2028, the affirmative vote of 75% of the Trustees is required to ratify the Bylaws, as amended.

Will Riley

William Riley Ph.D.
President, World Orchid Conference Trust

George Hatfield

George Hatfield
Trustee, World Orchid Conference Trust
World Orchid Conference Trust Miami, Florida, United States
SPONSOR ACCEPTANCE

**Counterparts and Electronic Signatures.** These By-Laws may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together constitute one and the same document. The parties agree that execution of these By-Laws by industry-standard electronic signature software and/or by exchanging PDF signatures has the same legal force and effect as the exchange of original signatures and that in any proceeding arising under or relating to these By-laws, each party hereby waives any right to raise any defense or waiver based upon execution of these By-Laws by means of such electronic signatures or maintenance of the executed agreement electronically.

1. **American Orchid Society (AOS)**

   **James W Balchan**
   
   Jay Balchan, President
   American Orchid Society
   PO Box 565477
   Miami, FL  33256, USA
   
   [https://www.aos.org](https://www.aos.org)
   
   jay@aos.org
   
   **Date**
   
   Jul 25, 2022

2. **Asia Pacific Orchid Conference (APOC)**

   **Dennis Kao**
   
   Dennis Kao, President
   Ching Hua Orchids
   No.192, Dongshan 3rd Rd., Xinying Dist., Tainan City 73048, Taiwan, R.O.C.
   
   
   leeyungi@hotmail.com
   
   **Date**
   
   Jul 26, 2022
3. European Orchid Council (AOC)

David Lafarge
David LaFarge, Secretary General
https://europeanorchidcouncil.eu
orchidophile@france-orhidees.org

4. The Australian Orchid Foundation (AOF)

John Varigos
John Varigos, Co-Chair
The Australian Orchid Foundation
190 Scott Road
YARRA GLEN VIC 3775, Australia

https://www.australianorchidfoundation.org.au
john.varigos3@bigpond.com

5. Taiwan Orchid Growers Association (TOGA)

Chen-Chung Chen
Chen-Chung Chen, President
Taiwan Orchid Growers Association (TOGA)
No. 325 Wushulin, Houbi District,
Tainan City, 731022, Taiwan, R.O.C.

https://www.toga.org.tw
togaorg003@gmail.com
"WOC Bylaws 2022" History

- Document created by George Hatfield (george@hatfieldorchids.com)
  2022-07-25 - 3:07:27 PM GMT - IP address: 76.95.54.146

- Document emailed to Will Riley (riley6427@gmail.com) for signature
  2022-07-25 - 3:12:52 PM GMT

- Email viewed by Will Riley (riley6427@gmail.com)
  2022-07-25 - 5:34:37 PM GMT - IP address: 212.102.46.55

- Document e-signed by Will Riley (riley6427@gmail.com)
  Signature Date: 2022-07-25 - 10:06:27 PM GMT - Time Source: server- IP address: 212.102.46.55

- Document emailed to george@aos.org for signature
  2022-07-25 - 10:06:29 PM GMT

- Email viewed by george@aos.org
  2022-07-26 - 0:33:37 AM GMT - IP address: 66.102.6.191

- Signer george@aos.org entered name at signing as George Hatfield
  2022-07-26 - 0:37:48 AM GMT - IP address: 76.95.54.146

- Document e-signed by George Hatfield (george@aos.org)
  Signature Date: 2022-07-26 - 0:37:50 AM GMT - Time Source: server- IP address: 76.95.54.146

- Document emailed to jay@aos.org for signature
  2022-07-26 - 0:37:52 AM GMT

- Email viewed by jay@aos.org
  2022-07-26 - 1:32:47 AM GMT - IP address: 66.249.80.151

- Signer jay@aos.org entered name at signing as James W Balchan
Agreement completed.

2022-08-02 - 7:59:37 AM GMT