

**BY-LAWS OF REGIONAL SCIENCE CONSORTIUM  
AT TOM RIDGE CENTER AT PRESQUE ISLE  
Pennsylvania Sea Grant, Station Road, Erie, PA 16563**

**ARTICLE I - PURPOSES**

1.1 The purposes of the Regional Science Consortium at Tom Ridge Center at Presque Isle (the "Consortium") are exclusively charitable as set forth in the Articles of Incorporation. In pursuing such purposes, the Consortium shall not act so as to impair its eligibility for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

**ARTICLE II - OFFICES**

2.1 Registered Office. The registered office of the Consortium shall be at Pennsylvania Sea Grant, Station Road, Erie, PA 16563, or such other location in Pennsylvania as the directors may from time to time determine.

2.2 Other Offices. The Consortium may also have offices at such other places as the directors may select and the business of the Consortium shall require.

**ARTICLE III – BOARD OF DIRECTORS**

3.1 Powers. The board of directors shall have full power to conduct, manage, and direct the business and affairs of the Consortium; and all powers of the Consortium are hereby granted to and vested in the board.

3.2 Definition of Directors. The directors of the Consortium (which include full directors, associate directors and affiliate directors) are those persons and organizations/agencies having director's rights in accordance with the provisions of these by-laws.

3.2 Qualifications and Selection. The qualification and rights of the directors of the Consortium are as follows:

(a) Full Directors. Academic, medical and other organizations/agencies interested in research that either comprise the original board of directors or are approved by a majority of the voting directors shall be full directors. Full directors will pay an annual fee as set by the board and shall be entitled to full voting rights on the board.

(b) Associate Directors. Other public and private organizations/agencies interested in furthering the objectives of the Consortium, but without the

entitlement of voting rights on the board, shall be associate directors. Associate directors pay an annual fee as set by the board, have access to the center facilities, shall receive notice of and be entitled to attend meetings of the board, but do not have any voting rights.

(c) Affiliate Directors. Other public and private organizations/agencies interested in furthering the objectives of the Consortium but require limited use of the center facilities are affiliate directors. Affiliate directors pay no annual fee (but may choose to provide financial or other support to the Consortium), are non-voting directors, have restricted use of the center facilities, and are not entitled to receive notice of, or be entitled to (unless specifically invited by the board) attend meetings of the board.

Individuals, or natural persons (non-institutional directors), who wish to serve on the board in their individual capacity and not as a representative of any organization may also be appointed as a director by the affirmative vote of a majority of the board. Non-institutional directors shall have rights similar to associate directors in that they are entitled to use of the center facilities and the receipt of notice of, and the right to attend, meetings of the board of directors, but do not have any voting rights.

Institutional directors shall appoint, designate or otherwise select an individual and one or more alternates as its board representative. Such designation shall be filed in writing with the secretary of the Consortium. The designation may be amended at any time by such institutional director by the filing in writing with the secretary of a superseding designation or of a statement that the existing designation or designations are revoked. Such superseding designation or revocation shall take effect upon or after filing in accordance with its terms. The actions of the board representatives, and their alternates, shall be considered for all purposes to be the actions of the institutional director. The board representative shall be considered the agent of the institutional director. In the absence of a director's representative from a meeting of the board, one of his or her alternates may attend such meeting and exercise at the meeting all of the powers of the absent director's representative, or such lesser powers as may be specified in the designation. When so exercising the powers of a director, the board representative, or alternate, shall be subject in all respects to the provisions of law relating to the fiduciary responsibilities of a director of a Consortium.

3.3 Number, Election and Term Office. The board of directors shall consist of a number of directors as may be determined from time to time by resolution of the board. With the exception of the election of directors for the initial term, directors shall be chosen annually by the board of directors at the annual meeting and shall serve for terms of three (3) years.

Directors that are not individuals shall be required to pay annual dues in an amount determined by resolution of the board of directors. Non-institutional directors (individuals, or natural persons) shall not be required to pay annual dues.

3.4 Organization. At every meeting of the board, the president of the board, if there be one, or, in the case of a vacancy in the office or absence of the president of the board, one of

the following officers present in the order stated: the vice president of the board, if there be one, the vice presidents in their order of rank and seniority, or a chairperson chosen by a majority of the directors present, shall preside, and the secretary, or, in his or her absence, an assistant secretary, or in the absence of the secretary and the assistant secretaries, any person appointed by the chairperson of the meeting, shall act as secretary.

3.5 Termination and Removal of Director. A director may be removed or his or her directorship terminated on the occurrence of any of the following events, and for no other reason:

- (a) Receipt by the board of directors of the written resignation of a director, executed by the director or the director's duly authorized attorney-in-fact.
- (b) The failure of an institutional director to pay annual dues on or before their due date.
- (c) For cause, inconsistent with the duties and responsibilities of a director of the Consortium after notice, trial and conviction. However, a director may be completely and automatically reinstated if the director corrects the cause of termination before the board of directors formally adopts a resolution acknowledging the termination.
- (d) If a director is declared of unsound mind by an order of court, or convicted of a felony, or if within 60 days after notice of his or her selection the director does not accept such office either in writing or by attending a meeting of the board.
- (e) Any non-institutional director may be removed from office, without the assignment of any cause, by a vote of a majority of the board of directors at any duly convened meeting of the board, provided that written notice of the intention to consider removal of such non-institutional director has been included in the notice of the meeting.

#### **ARTICLE IV - OFFICERS**

4.1 Positions. Election. Term. The officers of the Consortium shall include a president, vice president, secretary and treasurer and such other officers whose positions shall be created from time to time by the board. (A person may hold more than one office except that the same person may not be president and secretary.) The officers shall be elected by the board at the annual meeting of the board of directors and shall serve for a term of one year and until their successors are elected and qualified.

4.2 Consecutive Terms. Officers may be elected for consecutive terms.

4.3 Duties. The duties of the officers shall include the following:

(a) The president shall be the chief executive officer of the Consortium; shall preside at all meetings of the directors; shall have general and active management of the business of the Consortium; shall see that all orders and resolutions of the board are carried into effect subject to the right of the board to delegate any specific powers as allowed by law; and shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Consortium, and when authorized by the board, affix the seal to any instrument requiring the same.

(b) The vice-president shall be vested with all the powers as required to perform all the duties of the president in the absence of the president.

(c) The secretary shall be secretary of the board; shall attend all meetings of the board; shall record all votes and the minutes of all proceedings; shall give or cause to be given notice of all meetings to the directors entitled to receive said notice; and shall perform such other duties as may be prescribed by the board or the president.

(d) The treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Consortium; shall collect all funds due the Consortium and disburse funds as required to meet the obligations of the Consortium; shall render to the president and the board, as requested by them but not less than once a year, regular accountings of all transactions and of the financial condition of the Consortium; and shall perform such other duties as may be prescribed by the board or the president.

4.4 Removal of Officers. Any officer or agent may be removed by the board whenever in its judgment the best interests of the Consortium may be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

## **ARTICLE V - COMMITTEES**

5.1 Establishment. The board may, by resolution adopted by a majority of the full directors in office, establish an executive committee and one or more committees, each committee to consist of two or more directors of the Consortium. Any such committee, to the extent provided in a resolution of the board, shall have and may exercise all of the powers and authority of the board, except that no committee, including the executive committee, shall have any power or authority as to the following:

(a) The filling of vacancies on the board.

(b) The adoption, amendment or repeal of the by-laws.

(c) The amendment or repeal of any resolution of the board.

(d) Action on matters committed by the by-laws or by resolution of the board to another committee of the board.

5.2 Appointment of Committee Members. Unless otherwise determined by the board (or set out in these by-laws), the president shall appoint members of all committees.

5.3 Executive Committee. The officers of the Consortium as well as two (2) full directors elected annually by the board shall serve as the members of the executive committee. Attendance by a majority of the members of the executive committee shall constitute a quorum. The executive committee may act on behalf of the board of directors, exercising any and all powers of the board, upon affirmative vote of a majority of the executive committee members present at an officially constituted meeting. In the event of a tie vote by the executive committee, the president's vote shall break the tie. All such actions must be reported at the next regular meeting of the board.

5.4 Creation & Composition of Advisory Boards. The Consortium may, in its discretion, establish advisory boards which may include as members persons who are not members of the board. Such advisory boards shall have no voting powers and shall have only such responsibilities and duties as delegated to it by the board or the president.

## **ARTICLE VI - RESIGNATION AND VACANCIES**

6.1 Resignations. Any director or officer may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Consortium, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

6.2 Filling Vacancies.

(a) If the position of any director becomes vacant, by an increase in the number of directors, or by reason of death, resignation, disqualification or otherwise, the remaining full directors by affirmative vote of a majority of all full directors in office may choose a person or persons who shall hold office for the remaining term. Institutional directors shall be required to pay appropriate dues and select a board representative prior to final approval of the director's board position.

(b) If the position of any officer becomes vacant, by an increase in the number of officers, or by reason of death, resignation, disqualification or otherwise, the board may choose a person or persons who shall hold office for the remaining term.

## **ARTICLE VII - MEETINGS AND NOTICE**

7.1 Place of Meetings. Meetings may be held at such place within or without Pennsylvania as the board may from time to time determine.

7.2 Regular Meetings. Regular meetings of the directors shall be held as determined by the board. The board of directors shall meet at least once annually.

7.3 Special Meetings. Special meetings of the directors may be called by the president, or by twenty-five (25%) percent of the full directors at any time. At least ten (10) days notice stating the time, place and purpose of any special meeting shall be given to the members of the board.

7.4 Adjourned Meetings. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

7.5 Teleconference Meetings. One or more director may participate in a meeting of the board or any committee thereof by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.

7.6 Action without Meeting. Any action which may be taken at a meeting of the board may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by a majority of the full directors and filed with the Secretary of the Consortium.

7.7 Quorum of directors. One-third of the full directors will constitute a quorum. The act of the majority of the full directors present at a meeting at which a quorum is present will be the acts of the board of directors, unless a greater number is required under the provisions of the Non-Profit Corporation Law of 1988, the Articles of Incorporation of the Consortium, or any provision of these by-laws.

7.8 Vote. Each full director shall be entitled to one (1) vote.

7.9 Notice. Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answer back received) or courier service, charges prepaid, or by facsimile transmission, to that person's address (or telex, TWX, or facsimile number) or by electronic mail appearing on the books of the Consortium, or in the case of directors, supplied by that person to the Consortium for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, or deposited with a telegraph office or courier service for delivery to such person or, in the case of telex, TWX, facsimile or electronic mail, when dispatched. Such notice shall specify the place, day and hour of the meeting and any other information which may be required by the Act or these by-laws.

7.10 Waiver of Notice. Attendance of a director or its representative at any meeting of the board of directors will constitute a waiver of notice of that meeting, except when the director or its representative attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE VIII – OPERATIONS**

8.1 Fiscal Year. The fiscal year of the Consortium will be the calendar year.

8.2 Execution of Documents. Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of the Consortium will be signed by the treasurer and countersigned by the president. Contracts, leases, or other instruments executed in the name of, and on behalf of, the Consortium will be signed by the secretary and countersigned by the president, and will have attached copies of the resolutions of the board of directors, certified by the secretary, authorizing their execution.

8.3 Books and Records. The Consortium will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its board of directors and executive committee. The Consortium will keep at its principal place of business a register giving the names and addresses of the board of directors, and the original or a copy of its by-laws including amendments to date certified by the secretary of the Consortium.

8.4 Inspection of Books and Records. All books and records of the Consortium may be inspected by any director, or the director's agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.

8.5 Non-Profit Corporation. This corporation will not have members. This corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of the Consortium will be distributed to its directors or officers. However, the Consortium may pay compensation in a reasonable amount to officers or directors for services rendered.

8.6 Loans to Management. The Consortium will make no loans to any of its directors or officers.

## **ARTICLE IX – LIABILITY AND INDEMNIFICATION**

9.1 General Rule. Neither a director nor its representative shall be personally liable for monetary damages as director or a representative of a director for any action taken, or any failure to take any action, unless:

- (a) the director or its representative has breached or failed to perform the duties of director in accordance with the standard of conduct contained in Section 5712 of the Act and any amendments and successor acts thereto; and
- (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, the foregoing provision shall not apply to (a) the responsibility or liability of a director or its representative pursuant to any criminal statute or (b) the liability of a director or its representative for the payment of taxes pursuant to local, state or federal law.

9.2 Indemnification. The Consortium shall indemnify any officer or director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, (and whether or not by, or in the right of, the Consortium) by reason of the fact that such person is or was a representative of the Consortium, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Consortium, and with respect to any criminal proceeding, had no reason to believe such conduct was illegal, provided, however, that no persons shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however, in instances of a claim by or in the right of the Consortium, indemnification shall not be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Consortium unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Consortium is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

9.3 Procedure. Unless ordered by a court, any indemnification under section 9.2 or otherwise permitted by law shall be made by the Consortium only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth under that section. Such determination shall be made:

- (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action or proceeding; or
- (b) if such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

9.4 Advancement of Expenses. Expenses incurred by a person or institution entitled to indemnification pursuant to this Article or otherwise permitted by law in defending a civil or criminal action, suit or proceeding shall, in any case required by Section 9.2, and may, in any other case, be paid by the Consortium in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person or institution to repay the amount so advanced if it shall ultimately be determined that such person or institution is not entitled to be indemnified by the Consortium.

9.5 Continuing Right to Indemnification. The indemnification and advancement of expenses provided pursuant to this Article shall continue as to any person or institution who has ceased to be an officer or director (or employee or representative) of the Consortium and shall

inure to the benefit of the heirs, executors, successors and administrators of such person or institution.

#### **ARTICLE X - AMENDMENTS**

10.1 The Articles of Incorporation of the Consortium and the by-laws may be amended by a majority vote of the board at any duly convened meeting after notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby.

#### **ARTICLE XI – DISSOLUTION**

11.1 The Consortium may be dissolved by a vote of the majority of the board at a meeting duly called and held for that purpose. In the event of dissolution, the assets of the Consortium will be distributed by the board to the Presque Isle Partnership, so long as said group maintains its status as a 501(c)(3) tax exempt organization, for the express purpose of the payment of all of the Consortium's debts and then the further distribution for the preservation, enhancement and protection of Presque Isle State Park.

#### **ARTICLE XII – MISCELLANEOUS**

12.1 Headings. In interpreting these by-laws, the headings of articles shall not be controlling.

12.2 Corporate Seal The corporate seal of the Consortium shall be in circular form and shall bear the name of the Consortium and the words "Corporate Seal, Pennsylvania 2002."