

WORLD ALLIANCE  
OF  
PITUITARY ORGANIZATIONS  
  
(WAPO)

*BYLAW No. 1  
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## SECTION ONE: INTERPRETATION

### 1.1 Definitions

In the Bylaw, unless the context otherwise requires:

**“Articles”** means the original or restated Articles of the Alliance or Articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Alliance;

**“Board”** means the Board of Directors of the Alliance;

**“Bylaw”** means this Bylaw and all other Bylaw of the Alliance as amended and which are, from time to time in force and effect;

**“Director”** means a member of the Board;

**“DCL”** means Dutch Civil Law

**“Alliance”** means the Alliance continued under the Dutch Civil Law by the said certificate to which the Articles are attached, and named “World Alliance of Pituitary Organizations”;

**“Meeting of Members”** includes an Annual General Assembly or a Special Meeting of Members;

**“Ordinary Resolution”** means a resolution passed by a majority (for example more than 50%) of the votes cast on that resolution;

**“Proposal”** means a proposal submitted by a member of the Alliance;

**“Regulations”** means the regulations made under the Dutch Civil Law, as amended, reinstated or in effect from time to time;

**“Special Meeting of Members”** includes a meeting of any class or classes of members and a special meeting of all members entitled to vote at an Annual General Assembly;

**“Special Resolution”** means a resolution passed by a majority, of not less than two-thirds (2/3rds), of the votes cast on that resolution.

**“This Bylaw”** means this Bylaw No. 1 of the Alliance.

## **SECTION TWO: AFFAIRS OF THE ALLIANCE**

### **2.1 Name of the Alliance**

- (a) The name of the Alliance will be the World Alliance for Pituitary Organizations.
- (b) The shortened version is WAPO.

### **2.2 Language**

The official language for meetings and documents will be English.

### **2.3 Registered Office**

The Registered Office of the Alliance shall be in Amsterdam, The Netherlands from time to time specified in the Articles, and at such location within such country initially as is specified in the notice thereof filed with the Articles and thereafter as the Board may from time to time determine.

### **2.4 Corporate Seal**

The Alliance may, but need not, adopt a Corporate Seal and if one is adopted it shall be in a form approved from time to time by the Board.

### **2.5 Financial Year**

The financial year of the Alliance shall coincide with the calendar year, namely, January 1 to December 31.

### **2.6 Execution of Instruments**

Deeds, transfers, assignments, contracts, obligations, certificates and other may be signed on behalf of the Alliance by any person holding any office created by this Bylaw or by the Board or who is a Director. In addition, the Board may from time to time direct the way the persons by whom any instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal, if any, to any instrument requiring the seal.

### **2.7 Voting Rights in Other Body Corporates**

The signing officers of the Alliance under Section 2.6 may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attached to any securities held by the Alliance. Such instruments shall be in favour of such persons as may be determined by the officers executing or arranging for them. In addition, the Board may from time to time direct the way and the persons by whom any voting rights or class of voting rights may or shall be exercised.

### **2.8 Banking Arrangements**

The banking business of the Alliance, including the borrowing of money and the giving of security therefor, shall be transacted at such bank, trust company or other body corporate or

organization carrying on a banking business in The Netherlands or elsewhere as the Board of Directors may designate, appoint or authorize from time to time by resolution. The banking business or any part thereof, such as agreements, instructions and delegations of power, shall be transacted by an Officer or officers of the organization and/or other persons as the Board of Directors may by resolution from time to time prescribe. The minimum of two signatures are required for legal documents, bank cheques, contracts. Signatories are selected at the first Board of Directors meeting following the Annual General Assembly.

## **2.9 Borrowing Powers**

The Board of Directors of the Alliance, upon agreement by resolution, may, without authorization of the members,

- a) Borrow money on the credit of the Alliance; and
- b) Give a guarantee on behalf of the Alliance.

## **SECTION THREE: MEMBERS OF THE ALLIANCE**

### **3.1 Members**

Subject to the Articles, there shall be three (3) classes of members in the Alliance, namely: Full Member, Associate Member and Honorary Member:

### **3.2 Membership Categories**

Membership shall consist of the following categories with voting privileges as noted for each category:

- (a) Full Members (voting right) – pituitary and adrenal patient Non-Governmental Organizations [NGOs] (Eligibility Criteria Policy shall be additionally defined by the Board of Directors);
- (b) Associate Members (no voting right) – all other organizations and companies, all Healthcare Professionals, Nurses and other stakeholders;
- (c) Honorary Members (no voting right) – the Board of Directors may invite individuals who have made a valuable contribution in line with the goals of the Alliance.

Each member organization shall:

- (a) designate one (1) representative to attend the Annual General Assembly who can make operational decisions;
- (b) submit ideas, comments and complaints regarding the activity of the Alliance;
- (c) nominate candidates to elected offices and committees of the Alliance;
- (d) advocate the interests of the Alliance and not harm its reputation;
- (e) respect decisions of the General Assembly of the Alliance.

### **3.3 Membership Conditions**

Full Membership shall be available only to NGO pituitary and adrenal organizations interested in furthering the Alliances purposes, and who have applied for and been accepted as full members in the Alliance by resolution of the Board. Each member shall be entitled to receive notice of, and to attend every Annual General Assembly of the Alliance. Full Members shall be entitled to one vote on any vote taken.

The membership for Associate Members follows the same process as Full Membership, but will not have a voting right.

Honorary Members are selected by the Board of Directors through a nomination process.

### **3.4 Transfer**

When Membership in any category ceases in the Alliance it is not transferable. A new membership would have to be approved by the Board.

### **3.5 Contributions and Dues**

Members shall not pay dues in the initial years of the organization's operation, but the full members shall have the authority to introduce the payment of dues in future years, and to set an amount for such dues based on advice from the Board. The decision to introduce the payment of dues and the amount of such dues shall be by majority vote.

With due observance of paragraph 1 of this Article, the funds of the Alliance consist of members' admission fees and subscriptions of the members, of any obtaining from government subsidies, testamentary dispositions, legacies and gifts and finally from any other income, including proceeds from Alliance activities.

The members should pay their subscriptions periodically as determined by the Board with due observance of paragraph 1 of this Bylaw. A notice of contributions and dues payable shall be sent to each member by the Secretary promptly before the due date.

The level of the subscription is proposed annually by the Board and voted on by the members during the Annual General Assembly.

### **3.6 Termination of Membership**

A membership in the Alliance is terminated when:

- (a) A member dies or resigns, is expelled or is otherwise terminated as a member in accordance with the Bylaw;
- (b) The term of membership expires or in the case of a member that is an Alliance, when the Alliance is liquidated and dissolved;
- (c) A member fails to maintain any qualifications for membership described in the section on membership conditions of these Bylaw;
- (d) The rights of a member, including any rights in the property of the Alliance, cease to exist on termination of membership.
- (e) The member is expelled in accordance with the discipline of members' section or is otherwise terminated in accordance with the Articles or Bylaw;
- (f) The member's term of membership expires, or
- (g) The Alliance is liquidated or dissolved under the Dutch Civil Law.

### **3.7 Resignation**

A member organisation may resign at any time by notice in writing, (post, fax or e-mail) addressed to the Alliance at its registered office, which shall be effective upon any date or time specified in such notice, provided such date or time is on or after receipt of such notice. A member organisation shall remain liable for payment of any fee payable by the member prior to such member organisation's resignation.

### **3.8 Termination for Non-Payment**

Upon any termination of membership, the rights of the member, including any rights in the property of the Alliance, automatically cease to exist. The Board can suspend or expel a member.

If membership contributions or dues are levied by the Board, the membership of any member who is in arrears may be terminated by or under the authority of the Board if such contributions or dues are not paid within the time designated by the Board. If such arrears are not paid by such designated time, the Board may pass a resolution removing the defaulting member from the register of members of the Alliance, and such person shall immediately cease to be a member of the Alliance. Any member so removed may re-apply for membership.

### **3.9 Discipline**

The Board shall have authority to suspend or expel any member organisation or the member organization's representative from the Alliance for any one or more of the following grounds:

- (a) Violating any provision of the Articles, Bylaw or written policies of the Alliance;
- (b) Carrying out any conduct which may be detrimental to the Alliance as determined by the Board in its sole discretion;
- (c) For any other reason that the Board in its sole discretion and absolute discretion considers to be reasonable, having regard to the purpose of the Alliance.

In the event, that the Board determines that a member organisation and/or the member organisation's representative should be expelled or suspended from membership in the Alliance, the President, or such other officer as may be designated by the Board, shall provide twenty (20) days' notice of suspension or expulsion to the member and shall provide reasons for the proposed suspension or expulsion. The member may make written submissions to the President or such other officer as may be designated by the Board, in response to the notice received within such twenty (20) day period. In the event, that no written submissions are received by the President or such other designated officer, the President or such other designated officer may proceed to notify the member that the member is suspended or expelled from membership in the Alliance. If written submissions are received in accordance with this Section, the Board shall consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The Board's decision shall be final and binding on the member, without any further right of appeal.

## **SECTION FOUR: MEETINGS OF MEMBERS**

### **4.1 Annual General Assembly**

The Board shall call an Annual General Assembly:

- (a) Not later than 18 months after the Alliance comes into existence, and
- (b) Subsequently, not later than 15 months after holding the last preceding annual Meeting of Members but no later than six months after the end of the Alliance's preceding financial year.

The Annual General Assembly shall be held to consider the financial statements and reports to be placed before the Annual General Assembly, electing Directors, appointing a public accountant and for the transaction of such other business as may properly be brought before the General Assembly.

### **4.2 Special Meetings**

The Board shall have power to call a Special Meeting of Members at any time.

### **4.3 Place of Meetings**

A Meeting of Members shall be held in The Netherlands or elsewhere in the world; by physical attendance otherwise by means of electronic or other communication facility, which facility permits all participants to communicate adequately with each other during the Meeting of Members, enables the votes to be gathered in a manner that permits their subsequent verification, and permits the tallied votes to be presented to the Alliance without it being possible for the Alliance to identify how each member votes if the Board shall so determine.

### **4.4 Participation in Meetings**

Only one representative from a member organisation may vote at the Annual General Assembly and any Meeting of Members in accordance with the Articles. A person participating in an Annual General Assembly or Meeting of Members by such means as approved in Section 4.3 is deemed to be present.

### **4.5 Notice of Meetings**

Notice in writing of the time and place of the Annual General Assembly and each Meeting of Members shall be given to each Full Member organisation entitled to vote by electronic or other communication facility to each member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held.

Notices of an Annual General Assembly meeting are delivered to each Director, to the public accountant (if, and when required), and to each member, who at the close of business on the day immediately preceding the day on which notice is given, is entered in the register of members of the Alliance.

Notice of a Meeting of Members called for any purpose other than consideration of the financial statements, Public Accountant's report and Board's report, election of Directors and reappointment of the incumbent Public Accountant shall state the general nature of the business to be transacted in sufficient detail to permit the members to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the Meeting of Members.

The Chair at a Meeting of Members may, with the consent of the Meeting of Members and subject to such conditions as the Meeting of Members may decide, adjourn the Meeting of Members from time to time and from place to place.

#### **4.6 Absentee Voting at Members' Meetings**

A member organisation's representative entitled to vote at a Meeting of Members may vote by mailed in ballot or by means of an electronic or other communication facility if the Alliance has a system that:

- (a) Enables the votes to be gathered in a manner that permits their subsequent verification, and
- (b) Permits the tallied votes to be presented to the Alliance without it being possible for the Alliance to identify how each member voted.

#### **4.7 Chair, Secretary and Scrutineers**

The Chair of any Meeting of Members shall be the first mentioned of such of the following officers as have been appointed and who is present at the Meeting of Members: President or a Vice-President. If no such officer is present within 15 minutes from the time fixed for holding the Meeting of Members, the persons present and entitled to vote shall choose one of their number to be Chair. If the Secretary of the Alliance is absent, the Chair shall appoint some person, who need not be a member, to act as Secretary of the Meeting of Members. If desired, one or more scrutineers, who need not be members, may be appointed by a resolution or by the Chair with the consent of the Meeting of Members.

#### **4.8 Persons Entitled to be Present at Members' Meetings**

The only persons entitled to be present at a Meeting of Members shall be those entitled to vote at the meeting, the Directors, the Public Accountant of the Alliance and such others who, although not entitled to vote, are entitled or required under any provision of the Articles or Bylaw of the Alliance to be present at the meeting. Any other person may be admitted only on the invitation of the Chair of the meeting or by resolution of the members.

#### **4.9 Chair of Members' Meetings**

In the event a Chair of the Board and the Vice-Chair are absent, the role of the Chair is passed to another member of the Board to Chair the meeting.

#### **4.10 Quorum at Annual General Assembly**

The quorum for the transaction of business at any Annual General Assembly shall be the majority of Full Members present.

If a quorum is present at the opening of any Annual General Assembly, the members present may proceed with the business of the Annual General Assembly notwithstanding that a quorum is not present throughout the Annual General Assembly.

If a quorum is not present at the opening of any Annual General Assembly, the members present may adjourn the Annual General Assembly to a fixed time and place but may not transact any other business.

#### **4.11 Right to Vote**

Subject to the Dutch Civil Law and the Articles, at any Annual General Assembly every person shall be entitled to vote who is, at the time of the Annual General Assembly, entered in the books of the Alliance as a Full Member.

#### **4.12 Proxies**

Voting by proxy shall be permitted.

#### **4.13 Votes to Govern at Members' Meetings**

Unless the Articles or Bylaw otherwise provide, at any Meeting of Members every question shall be determined by the majority of votes duly cast on the questions. In case of an equality of votes either on a show of hands, on a ballot or on the results of electronic voting, the Chair of the meeting in addition to an original vote shall have a second or casting vote.

#### **4.14 Show of Hands and/or Verbal Response**

Any question at a Meeting of Members shall be decided by a show of hands and/or verbal response unless, after a show of hands and/or verbal response, a ballot on such question is required or demanded as provided in Section 4.15. Upon a show of hands and/or verbal response every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands and/or verbal response shall have been taken upon a question, unless a ballot on such question is so required or demanded, a declaration by the Chair of the Meeting of Members that the vote upon the question has been carried by a particular majority or not carried and an entry to that effect in the minutes of the Meeting of Members shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of such question, and the result of the vote so taken shall be the decision of the members upon such question.

#### **4.15 Ballots**

On any question proposed for consideration at a Meeting of Members, and whether or not a show of hands and/or verbal response has been taken on such question, the Chair may require, or any member who is present and entitled to vote may demand, a ballot on such question. A

ballot so required or demanded shall be taken in such manner as the Chair shall direct. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot. Upon a ballot, each Full Member present and entitled to vote shall have one vote and the result of the ballot shall be the decision of the members upon such question.

#### **4.16 Participation by Electronic Means at Members' Meetings**

If the Alliance chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a Meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this Bylaw, any person participating in a Meeting of Members pursuant to this section who is entitled to vote at that meeting may vote, by means of any telephonic, electronic or other communication facility that the Alliance has made available for that purpose.

#### **4.17 Action in Writing by Members**

A resolution in writing signed by all representatives of a Full Member organisation, entitled to vote on that resolution at a Meeting of Members, is as valid as if it had been passed at a Meeting of Members, unless a written statement with respect to the subject matter of the resolution is submitted by a Director or the Public Accountant.

## **SECTION FIVE: DIRECTORS OF THE ALLIANCE**

### **5.1 Number of Directors**

- (a) The Board shall consist of not fewer than five (5) and not more than sixteen (16) Directors, all being individuals, provided in the Articles.
- (b) The Board of Directors will always include at least three (3) pituitary patients.
- (c) The Board of Directors may include up to two (2) healthcare professionals.
- (d) Persons from the Pharmaceutical Industry or who form part of any administrative Boards of same may not sit on the Board of Directors.

### **5.2 Qualifications**

No person shall be qualified for election as a Director if such person:

- (a) Is less than 18 years of age,
- (b) Is incapable and has been so declared by a Court in The Netherlands or elsewhere, is not an individual, or has the status of a bankrupt.

A Director may, but need not, be a member.

### **5.3 Expression of Interest for Director Positions**

A candidate, interested in being elected to the Board, will submit an Expression of Interest to the Board of Directors. A candidate will be recommended, by three (3) Full Members, to be included on the nomination list for election. An Expression of Interest is deemed written consent by the candidate to proceed with election.

### **5.4 Election and Term of Office of Directors**

The Directors are appointed by the Annual General Assembly. Nominations can be made by an absolute majority of the total number of Full Members.

A Director's term of office shall be three (3) years. An individual can serve any number of terms as a Director.

The number of Directors to be elected at any Annual General Assembly shall be the number of Directors whose term has expired unless the Directors otherwise determine. If the members adopt an amendment to the Articles to increase the number or maximum number of Directors, the members may, at the Annual General Assembly at which they adopt the amendment, elect the additional number of Directors authorized by the amendment. The election shall be by ordinary resolution. If an election of Directors is not held at the proper time, the incumbent Directors shall continue in office until their successors are elected. The terms of office of the elected officers shall formally commence at the close of the Annual General Assembly following the election.

## **5.5 Removal of Directors**

Members may, by ordinary resolution passed at a Special Meeting of Full Members, remove any Director from office and the vacancy created by such removal may be filled at the same Meeting of Members, failing which it may be filled by the Board. The position will be temporarily filled until the next Annual General Assembly.

The Board of Directors has the right to suspend or dismiss any Director if, in its own discretion, it believes there are reasons to do so without calling a Special Meeting of Full Members. Depending on the reason, the procedure is as follows:

1. In case the Director breaches the WAPO Code of Conduct Policy:
  - (a) The Chairperson will provide the Director in breach with a written notice outlining the reasons for proposed dismissal.
  - (b) The Director involved is entitled to appeal, in a written response to the notice, against the decision of the Board of Directors within 14 days of receiving the notification.
  - (c) The Director is suspended during the term of appeal and pending the decision.
  - (d) Within seven (7) days of receipt of the appeal, if applicable, the Board of Directors will consider the response and make their decision accordingly. Their decision shall be unanimous.
  - (e) The outcome of the decision is immediately communicated verbally to the Director involved by the Chairperson, and followed by written confirmation.
2. In case the Director no longer meets the qualification criteria (refer: Bylaw Section 5.2 - Qualifications) during their term:
  - (a) The Director shall be immediately dismissed.
  - (b) The dismissal is communicated by the Chairperson verbally and followed by written confirmation.

Upon the final reported outcomes of paragraphs 1 and 2 above, the Director's dismissal will be communicated in writing by the Secretary of the Board to WAPO Full members.

## **5.6 Vacation of Office**

A Director ceases to hold office on death, on removal from office by the members, on becoming disqualified for election as a Director, on receipt of a written resignation received by the Alliance, or, if a time is specified in such resignation, at the time so specified, whichever is later.

## **5.7 Appointment of Additional Directors**

If the Articles so provide, the Directors may, within the maximum number permitted by the Articles, appoint one or more additional Directors, who shall hold office for a term expiring not later than the close of the next Annual General Assembly, but the total number of Directors so appointed may not exceed one third of the number of Directors elected at the previous Annual Meeting of Members.

## **5.8 Action by the Board**

The Board shall manage, or supervise the management of, the activities and affairs of the Alliance. The powers of the Board may be exercised at a meeting at which a quorum is present or by resolution in writing signed by all the Directors entitled to vote on that resolution at a meeting of the Board. If there is a vacancy in the Board, the remaining Directors may exercise all the powers of the Board so long as a quorum remains in office. If the Alliance has a Board consisting of only one Director, that Director may constitute a meeting.

## **5.9 Meeting by Means of Electronic Communication**

If all the Directors of the Alliance consent generally, or in respect of a specific meeting, a Director may participate in a meeting of the Board or of a committee of the Board by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, and a Director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of committees of the Board.

## **5.10 Place of Meetings**

Meetings of the Board may be held at any place in or outside The Netherlands or by means prescribed in Section 4.3.

## **5.11 Chairperson of Board Meetings**

The Chair of any meeting of the Board shall be the first mentioned of such of the following officers as have been appointed and who is a Director and is present at the meeting: Chairperson, Vice-Chairperson, Secretary, and Treasurer or agreed upon other Directors.

In the event the Chairperson and the Vice-Chairperson of the Board are absent, the members who are present and entitled to vote at the meeting shall choose one of their numbers to chair the meeting.

## **5.12 Calling of Meetings**

Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairperson of the Board, the Executive Director, or any two Directors may determine.

## **5.13 Notice of Meeting**

Notice of the time and place of each meeting of the Board shall be given in the manner provided to each Director:

- (a) not less than seven (7) days before the time when the meeting is to be held if the notice is delivered by electronic means, or

- (b) not less than 48 hours for emergent issues before the time when the meeting is to be held if the notice is given personally, is delivered or is communicated by telephone, or other electronic means.

A notice of a meeting of Directors need not specify the purpose of or the business to be transacted at the meeting except for the purpose or business to be specified, any proposal to:

- (a) Submit to the members any question or matter requiring approval of the members;
- (b) Fill a vacancy among the Directors or in the office of Public Accountant, or appoint additional Directors;
- (c) Issue debt obligations except as authorized by the Board;
- (d) Approve any annual financial statements;
- (e) Adopt, amend or repeal Bylaw; or
- (f) Establish contributions to be made or dues to be paid by members.

#### **5.14 First Meeting of New Board**

Provided a quorum of Directors is present, each newly elected Board may without notice hold its first meeting immediately following the Annual General Assembly at which such Board is elected.

#### **5.15 Quorum of Board Meetings**

The quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Directors or such greater number of Directors as the Board may from time to time determine.

If a quorum is present at the opening of a Board Meeting, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

If a quorum is not present at the opening of any Board Meeting, the members present may adjourn the meeting to a fixed time and place but may not transact any other business.

No person shall act for an absent Director at a meeting of the Board.

#### **5.16 Votes to Govern at Board Meetings**

At all meetings of the Board, every motion shall be decided by majority of votes cast on the motion. In case of an equality of votes the Chair of the meeting shall be entitled to a second or casting vote.

#### **5.17 Participation by electronic Means at Board Meetings**

If the Alliance chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of

members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this Bylaw, any person participating in a meeting of members pursuant to this section who is entitled to vote at that meeting may vote by means of any telephonic, electronic or other communication facility that the Society has made available for that purpose.

### **5.18 Board Meeting Held Entirely by Electronic Means**

If the Directors and Board Members of the Corporation call a Board Meeting pursuant to the Act, those Directors or Board members may determine that the meeting shall be held entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

### **5.19 Functions**

Key Board of Directors functions are to:

- (a) Define strategy and targets;
- (b) Approve the annual activity plan;
- (c) Approve the detailed budgets;
- (d) Approve the audit report;
- (e) Approve membership applications.

### **5.20 Adjourned Meeting**

Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting are announced at the original meeting.

### **5.21 Regular Meetings**

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each Director immediately after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose of or the business to be transacted at such meeting to be specified.

### **5.22 Document Management**

- (a) The Alliance shall keep complete books and records of account and minutes of the proceedings of the Board of Directors and support committees.
- (b) All official documents will be stored electronically (in two separate storage facilities) and in hardcopy with the strict proviso of access only to Board Members.

- (c) All approved Minutes of Meetings will be signed by the Chair and Secretary and filed in the Minute Book. The Minute Book will be maintained and held by the Secretary.

### **5.23 Conflict of Interest**

A Director of the Alliance shall disclose to the Alliance, any interest that such Director has in a material contract or transaction, whether made or proposed, with the Alliance, if such Director:

- (a) Is a party to the contract or transaction;
- (b) Is a Director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
- (c) Has a material interest in a party to the contract or transaction? Such Director shall not vote on any resolution to approve the same except as provided by the Act.

### **5.24 Remuneration and Expenses**

The Directors shall be paid such reasonable remuneration for their services as the Board may from time to time determine. The Directors shall also be entitled to be reimbursed for reasonable travelling and other expenses reasonably incurred by them, on behalf of the Alliance. Nothing in this Bylaw shall preclude any Director from serving the Alliance in any other capacity and receiving reasonable remuneration therefor.

## **SECTION SIX: OFFICERS OF THE ALLIANCE**

### **6.1 Appointment**

The Board may from time to time appoint a Chairperson, one or more Vice-Chairpersons (to which title may be added indicating seniority or function), a secretary, a treasurer and such other officers as the Board may determine. One person may hold more than one office. The Board may specify the duties of and, in accordance with this Bylaw and subject to the Articles, delegate to such officer's powers to manage the activities and affairs of the Alliance, except those which pertain to items which, under the Articles, an officer has no authority to exercise.

### **6.2 Chairperson of the Board**

The Board may appoint a Chairperson of the Board who shall be a Director. If appointed, the Board may assign to the Chairperson any of the powers and duties that are by any provisions of this Bylaw assigned to the Executive Director. The Chairperson shall have such other powers and duties as the Board may specify.

### **6.3 Vice-Chairperson**

The Board may appoint a Vice-Chairperson of the Board who is a Director. If appointed, the Vice-Chairperson is designated as immediately subordinate to the Chairperson.

### **6.4 Executive Director**

The Board may from time to time appoint an Executive Director. If appointed, the Executive Director, subject to the authority of the Board, shall have general supervision of the activities and affairs of the Alliance and such other powers and duties as the Board may specify.

### **6.5 Secretary**

The Secretary shall attend and be the Secretary of all meetings of the Board, shall enter or cause to be entered, in records kept for that purpose minutes of all proceedings thereat. The Secretary shall give or cause to be given, as and when instructed, all notices to Members, Directors, Officers, Public Accountants and Members of Committees of the Board. The Secretary shall be the custodian of the stamp (if applicable) or mechanical device generally used for affixing the Corporate Seal of the Alliance and of all books, records and instruments belonging to the Alliance, except when some other Officer or Agent has been appointed for that purpose, and shall have such other powers and duties as may be specified by the Board.

### **6.6 Treasurer**

The Treasurer shall supervise proper accounting records in compliance with the Articles and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Alliance. The Treasurer shall render to the Board, whenever required, an account of all transactions as Treasurer and of the financial position of the Alliance and shall have such other powers and duties as may be specified by the Board.

## **6.7 Power and Duties of Officers**

The powers and duties of all Officers shall be such as the terms of their engagement calls for or as the Board or the Chairperson may specify (except for those whose powers and duties are to be specified only by the Board). The Board and (except as aforesaid) the Chairperson may, from time to time, vary, add to or limit the powers and duties of any Officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the Chairperson otherwise directs.

## **6.8 Term of Office**

The Board, in its discretion, may remove any Officer of the Alliance. Each Officer appointed by the Board shall hold office until a successor is appointed, the Officer resigns, or the Board removes the Officer, whichever occurs first.

## **6.9 Agents and Attorneys**

The Alliance, by or under the authority of the Board, shall have power from time to time to appoint agents or attorneys for the Alliance in or outside The Netherlands with such powers (including the power to sub-delegate) of management, administration or otherwise as may be thought fit.

## **6.10 Conflict of Interest**

An Officer of the Alliance shall disclose to the Alliance, in the manner and to the extent provided by Dutch Civil Law, any interest that such Officer has in a material contract or transaction, whether made or proposed, with the Alliance, if such Officer:

- (a) is a party to the contract or transaction;
- (b) is a Director or an Officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
- (c) has a material interest in a party to the contract or the transaction. Such Officer shall not vote on any resolution to approve the same.

## **SECTION SEVEN: PROTECTION OF DIRECTORS, OFFICERS AND OTHERS**

### **7.1 Limited Liability**

All Directors and Officers of the Alliance in exercising their powers and discharging their duties shall act honestly and in good faith with a view to the best interests of the Alliance and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, and without limiting any defences available to a Director or an Officer under Dutch Civil Law or otherwise, no Director or Officer shall be liable for:

- (a) the acts, omissions, failures, neglects or defaults of any other director, officer or employee;
- (b) any loss, damage or expense happening to the Alliance through the insufficiency or deficiency of title to any property acquired for or on behalf of the Alliance;
- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of the Alliance shall be invested;
- (d) any loss, damage or expense arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Alliance shall be deposited;
- (e) any loss, damage or expense arising from any error of judgment or oversight on the part of such Director or Officer; or
- (f) any other loss, damage or expense arising from the execution of the duties of office or in relation thereto;
- (g) provided that, nothing in this Section shall relieve any Director or Officer from the duty to act in accordance with Dutch Civil Law or from liability for any breach of Dutch Civil Law.

### **7.2 Indemnity**

The Alliance shall indemnify a Director or Officer, a former Director or Officer, or another individual who acts or acted at the Alliance's request as a Director or Officer or in a similar capacity of another entity, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that Alliance with the Alliance or such other entity.

### **7.3 Advance of Costs**

The Alliance shall advance moneys to a Director, Officer or other individual for the costs, charges and expenses of a proceeding referred to in Section 5.25. The individual shall repay the moneys if the individual does not fulfil the conditions of Section 6.4.

### **7.4 Limitations**

The Alliance shall not indemnify an individual unless:

- (a) the individual acted honestly and in good faith with a view to the best interests of the Alliance, or, as the case maybe, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the Alliance's request, and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

### **7.5 Addition Circumstance**

The Alliance shall also indemnify an individual in such other circumstances as the law permits or requires. Nothing in this Bylaw shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this Bylaw.

### **7.6 Insurance**

Subject to Dutch Civil Law, the Alliance may purchase and maintain insurance for the benefit of an individual as the Board may from time to time determine.

## **SECTION EIGHT: COMMITTEES OF THE BOARD**

### **8.1 Committees of the Board**

The Board may appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the Articles, with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the board may from time to time make. Any committee member may be removed by resolution of the Board of Directors. Any committee will consist of the minimum of one (1) Board Member. Members who are not a Director may also be appointed to Committees of the Board.

## **SECTION NINE: NOTICES**

### **9.1 Method of Giving Any Notice**

Any notice (which term includes any communication or document), other than notice of an Annual General Assembly or a meeting of the Board of Directors, to be given (which term includes sent, delivered or served) pursuant to the Articles, the Bylaw or otherwise to a member, director, officer or member of a committee of the board or to the public accountant shall be sufficiently given:

- (a) If delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the Alliance or in the case of notice to a Director to the latest address as shown in the last notice that was sent by the Alliance.
- (b) If mailed to such person at such person's recorded address by prepaid ordinary or air mail;
- (c) If sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose.

### **9.2 Omissions and Errors**

The accidental omission to give any notice to any member, director, officer, member of a committee of the board or public accountant, or the non-receipt of any notice by any such person where the Alliance has provided notice in accordance with the Bylaw or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

## **SECTION TEN: EFFECTIVE DATE AND REPEAL**

### **10.1 Effective Date**

This Bylaw shall come into force when made by the Board in accordance with the Articles.

### **10.2 Repeal**

All previous Bylaw are repealed as of the coming into force of this Bylaw. Such repeal shall not affect the previous operation of any Bylaw so repealed, or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any Articles or predecessor charter documents of the Alliance obtained pursuant to, any such Bylaw prior to its repeal. All Officers and persons acting under any Bylaw so repealed shall continue to act as if appointed under the provisions of this Bylaw and all resolutions of the members or the Board or a committee of the Board with continuing effect passed under any repealed Bylaw shall continue to be good and valid except to the extent inconsistent with this Bylaw and until amended or repealed.

### **10.3 Amendments**

This Bylaw for the Alliance may be amended, altered, added to or rescinded by a special resolution of the members.

This Bylaw No. 1 was made by the Directors of the Alliance on:

This 14<sup>th</sup> day of May 2017 and was confirmed without variation by the members of the Alliance on this 14<sup>th</sup> day of May 2017.

<b>PRINTED NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Andrei ANDRUSOV	CHAIRPERSON	
Sheila KHAWAJA	VICE CHAIRPERSON	
Muriel MARKS-DE KORVER	SECRETARY	
Susan KOZIJ	BOARD MEMBER	
Sandra MESRI	BOARD MEMBER	
Jorge FACCINETTI	BOARD MEMBER	

At the World Alliance of Pituitary Organizations ANNUAL GENERAL MEETING, held on May 14, 2017, the following motion was made and carried as per the meeting minutes.

**MOTION:** The current WAPO BYLAW NO.1 VERSION 24 dated May 14, 2017 was reviewed and discussed at the ANNUAL GENERAL MEETING of 19 May 2019 for point 5.5 and accepted as the FINAL WAPO BYLAW 1, VERSION 2.

Motion **CARRIED.**