

BY-LAWS
of
DELTA PHI EPSILON FOUNDATION FOR FOREIGN SERVICE EDUCATION
(A corporation organized and existing under the laws of the District of Columbia)

ARTICLE I

Section 1. Name. The name of this corporation is Delta Phi Epsilon Foundation for Foreign Service Education.

Section 2. Location. The address of the corporation is 3401 Prospect Street, NW, Washington, District of Columbia 20007. The officers of the corporation shall at all times maintain a post office box for correspondence concerning the corporation.

ARTICLE II

Section 1. Seal. The Seal of the corporation shall have inscribed on it the name of the corporation and the date and place of its incorporation.

Section 2. Fiscal Year. The fiscal year of the corporation shall begin on September 1 and end on August 31.

ARTICLE III

Section 1. Members.

The corporation shall have no members.

Section 2. Officers.

The corporation shall have such officers as the Board of Trustees shall elect, including a President, a Vice-President, a Secretary, and a Treasurer. No person may serve at the same time as President and Secretary.

Each officer shall serve until the Board of Trustees elects his successor.

Section 3. Trustees. The business and affairs of the corporation shall be managed by a board of Seven (7) trustees, none of whom need to be a resident of the District of Columbia. The seven (7) trustees surviving as of January 1, 1984, from the nine (9) original trustees shall continue as trustees. As resignation(s) or

death(s) diminish the number of trustees, the remaining trustees shall elect replacements for five (5) year terms. Each trustee shall serve until his successor is elected and qualifies.

ARTICLE IV

Section 1. Meetings. The Board of Trustees shall meet as necessary.

Section 2. Voting Rights. Each trustee shall be entitled, subject to the laws of the District of Columbia, at any meeting of the Board of Trustees to one (1) vote, either in person, by written ballot, or by proxy.

Section 3. Quorum. At any meeting of the Board of Trustees, the presence, either in person, by written ballot, or by proxy, of four (4) trustees shall constitute a quorum for the transaction of business. If at any meeting of the Board of Trustees there is a quorum present, either in person, by written ballot, or by proxy, the trustees present may continue transacting business even after other trustees have withdrawn to leave less than a quorum.

Section 4. Transactions of Business. At any meeting of the Board of Trustees, the By-Laws may be amended by a vote, either in person, by written ballot, or by proxy, of five (5) or more trustees. All other business of the corporation may be transacted by a majority vote of the trustees present, either in person, by written ballot, or by proxy, provided a quorum is present or was present earlier in that meeting.

Section 5. Convening of Meetings. A meeting of the Board of Trustees may be called by the President of the corporation or any three trustees by mailing a written notice of the time and place for the meeting to each trustee at his home address at least three days prior to the scheduled meeting.

Section 6. Informal Action. If all the trustees severally or collectively consent in writing to any action taken or to be taken by the corporation and the writing(s) evidencing such consent have been filed with the secretary of the corporation, the action shall be as valid as if it had been adopted at a meeting of the Board of Trustees.

ARTICLE V

Section 1. Business of the Corporation. The Board of Trustees shall ensure that the corporation engages in no activity not authorized as a corporation exempt under Section 501(c)(3) of the Internal Revenue Code of 1954.

Section 2. Scholarships. The corporation shall raise money for awards as scholarships and, to that end, have a committee of scholars to choose the scholarship recipients.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

SECTION 1. The Foundation may indemnify any person 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 (other than an action by or in the right of the Foundation) by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Foundation, or who is or was serving at the request of the Foundation as a Trustee, officer, employee, or agent of another Foundation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Foundation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Foundation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. The Foundation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Foundation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Foundation, or is or was serving at the request of the Foundation as a Trustee, officer, employee, or agent of another Foundation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Foundation, and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Foundation, unless, and only to the extent that the court in which such action or suit was brought shall determine 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 as the court shall deem proper.

SECTION 3. To the extent that a Trustee, officer, employee, or agent of the Foundation has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Foundation only as authorized in the specific case, upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has

met the applicable standard of conduct set forth in Sections (1) and (2) of this Article VI. Such determination shall be made (i) by the board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion.

SECTION 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Foundation in advance of the final disposition of such action, suit, or proceeding, as authorized by the board of Trustees in the specific case, upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Foundation as authorized in this Article VI.

SECTION 6. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. The Foundation may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Foundation, or who is or was serving at the request of the Foundation as a Trustee, officer, employee or agent of another Foundation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Foundation would have the power to indemnify him against such liability under the provisions of this Article VI.

REVISIONS AND AMENDMENTS

1. **Article I, Section 2** is amended by revising the first sentence to read as follows:
The Foundation shall designate an address in Washington, D.C. from time to time as its registered office.
2. **Article III, Section 3** is amended by deleting the third and fourth sentences and adding the following in lieu thereof:
Effective as of March 1, 2024, two Trustees shall be elected to serve three-year terms. Effective as of March 1, 2025, two Trustees shall be elected to serve three-year terms. Effective as of March 1, 2026, three Trustees shall be elected to serve three-year terms.
The remaining Trustees shall elect the individual to serve as Trustee:
 - (a) upon expiration of a Trustee's term, for a three-year term, or
 - (b) in the event of the death or resignation of a Trustee, for the balance of the Trustee's term.