

Bylaws

Orlando Robotics Foundation, Inc.

Article 1: Definitions

1.01 Name

The “Corporation” shall mean Orlando Robotics Foundation, Inc., its successors, and assigns.

1.02 Board

The “Board” shall mean the Board of Directors of the Corporation.

Article 2: Purposes and Powers

2.01 Charitable and Educational Purposes

(a) As set forth in the Articles of Incorporation, the Corporation operates exclusively for educational and charitable purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax law (hereinafter, “Section 501(c)(3)”).

(b) Specifically, the purpose of the Corporation is educating students in the areas of science, technology, engineering, mathematics, and the arts, and supporting educational robotics programs in the state of Florida.

2.02 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Governing Instruments

The Corporation shall be governed by its Articles of Incorporation and its Bylaws. In the case of any conflict between the Articles of Incorporation of the Corporation and these Bylaws, the Articles of Incorporation of the Corporation shall control.

2.04 Limitations on Activities

(a) Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3), or by any organization to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended, or the corresponding section of any future federal tax code.

(b) No part of the assets, receipts, or net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, directors, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in section 2.01.

(c) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(d) The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law. This restriction also applies to the process of selecting Directors and Officers of the Board.

Article 3: Membership and Employees

The Corporation shall have no members or non-Director employees.

Article 4: Directors

4.01 Number

The Corporation shall have a Board of Directors (hereinafter, "Board") consisting of at least three (3) and no more than five (5) Directors.

4.02 Qualifications

In order to be eligible to serve as a Director on the Board, the individual must be at least 18 years of age.

4.03 Powers

Subject to the provisions of law, the Articles of Incorporation, and these Bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation.

4.04 Initial Directors

The initial Directors of the Corporation shall be those persons specified in the Articles of Incorporation of the Corporation. Each Director shall hold office until the next annual or regular meeting of the Board and until such Director's successor has been elected and qualified, or until their death, resignation, or removal.

4.05 Meetings

(a) Annual Meeting. A meeting of the Board shall be held annually at a time and place fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting. The Board may hold additional regular meetings.

(b) Special Meetings. Special meetings of the Board may be called by any Officer or any two (2) Directors.

(c) Notice. Each Director shall receive a minimum of four (4) days notice of any meeting delivered by first-class mail or electronic mail, or forty-eight (48) hours notice delivered in person or by telephone. If sent by first-class mail or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or

transmission system. Notice of meetings shall specify the place, day, and hour of meeting, but need not specify the purpose of the meeting.

(d) Waiver of Notice. Any Director may waive notice of any meeting, in accordance with Florida Statutes 617.0701.5.

(e) Quorum. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

(f) Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker.

(g) Presence. Any Director may participate in a meeting of the Board by any means of communication by which all Directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting, or telephone conference.

4.06 Action Without a Meeting

Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

4.07 Removal

Any Director may be removed by a vote of the Board, for cause or no cause, if before any meeting of the Board at which a vote on removal will be made, the Director in question is given electronic or written notification of the Board's intention to discuss their case and is given the opportunity to be heard at a meeting of the Board.

4.08 Resignation

Any Director may resign from the Board at any time by delivering electronic or written resignation to the Board. The acceptance of resignation, unless required by its terms, shall not be necessary to make the resignation effective.

4.09 Vacancies

Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by a vote of a majority of the Directors then in office at any meeting of the Board. A Director elected to fill a vacancy shall hold office for the unexpired term of their predecessor.

4.10 Compensation

Directors shall receive no compensation for carrying out their duties as Directors or Officers. Directors may receive reasonable compensation for services rendered beyond their duties as a Director or Officer. Such remuneration shall be reasonable and fair to the Corporation and must be reviewed and approved in accordance with the Conflict of Interest policy and state law.

Article 5: Officers

5.01 Positions

The Officers of the Corporation shall be a President, a Secretary, and a Treasurer. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Each Officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the Board or by direction of an Officer authorized by the Board to prescribe the duties and authority of other Officers.

5.02 Qualifications

All Officers must be Directors. The resignation or removal of a Director from the Board shall also serve as the resignation or removal of any offices held by that Director. The same person may hold more than one office, except that the same person may not be both President and Secretary.

5.03 Powers and Duties of the President

The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board.

The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

5.04 Powers and Duties of the Secretary

The Secretary shall keep or cause to be kept the minutes of all meetings of the Board. The minutes of each meeting state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The Secretary shall cause notice to be given on all meetings of the Board as required by these Bylaws. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board. The Secretary may from time to time delegate some or all of the powers and duties of the Secretary to an Assistant Secretary appointed by the Board.

5.05 Powers and Duties of the Treasurer

The Treasurer shall be the lead Director for oversight of the financial condition and affairs of the Corporation. The Treasurer shall oversee and keep the Board informed of the financial condition of the Corporation and of audit or financial review results. In conjunction with other Directors or Officers, the Treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the Corporation, are made available to the Board on a timely basis or as may be required by the Board. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board. The Treasurer may from time to time delegate some or all of the powers and duties of the Treasurer to an Assistant Treasurer appointed by the Board.

5.06 Powers and Duties of the Vice Presidents

In the absence or disability of the President, the ranking Vice President, or a Vice President designated by the Board, shall have the powers and duties of the President, and be subject to the restrictions of the President when so acting. The ranking Vice President at a meeting of the Board shall be the present Vice President whose most recent appointment to the same occurred earliest.

5.07 Initial Officers

The initial Officers of the Corporation shall be those persons specified in the Articles of Incorporation of the Corporation. Each Officer shall hold office until the next

annual or regular meeting of the Board and until such Officer's successor has been elected and qualified, or until their death, resignation, or removal.

5.08 Removal

Any Officer may be removed by a vote of the Board, for cause or no cause, if before any meeting of the Board at which a vote on removal will be made, the Officer in question is given electronic or written notification of the Board's intention to discuss their case and is given the opportunity to be heard at a meeting of the Board.

5.09 Resignation

Any Officer may resign from office at any time by delivering electronic or written resignation to the Board. The acceptance of resignation, unless required by its terms, shall not be necessary to make the resignation effective.

5.10 Vacancies

Any newly created offices and any vacancy of office arising at any time and from any cause may be filled by a vote of a majority of the Directors then in office at any meeting of the Board. An Officer elected to fill a vacancy shall hold office for the unexpired term of their predecessor.

Article 6: Committees

6.01 Committees

The Board may, by a resolution of a majority of the Directors then in office, designate one or more Committees, consisting of two or more Directors, to serve at the pleasure of the Board.

6.02 Powers

Subject to the restrictions outlined below, any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board. However, no committee, regardless of Board resolution, may:

(a) take any action which requires Director approval or the approval of a majority of all Directors;

(b) appoint Directors, Officers, or members of any Committee which also has the authority of the Board;

(c) alter, amend, add to, or repeal the Bylaws, or adopt new Bylaws;

(d) alter, amend, add to, or repeal any policy or resolution which by its express terms is not able to be so changed;

(e) create or dissolve any Committee; or

(f) approve or take any action which would threaten the Corporation's tax-exempt status or otherwise violate the terms of these Bylaws, the Articles of Incorporation, or any policy or resolution adopted by the Board.

Article 7: Finance and Contracts

7.01 Bank Accounts

The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks or depositories.

7.02 Checks

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

7.03 Loans and Investments

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board. Such authority may be general or confined to specific instances. No investments of the funds of the Corporation shall be made in stocks, bonds, or other securities. No purchase of property shall be made on behalf of the Corporation unless authorized by resolution of the Board.

7.04 Fiscal Year

The fiscal year of the Corporation shall be from July 1 to June 30 of the following calendar year.

7.05 Contracts

The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Article 8: Indemnification

8.01 Indemnity Under Law

The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

8.02 Additional Indemnification

(a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or

otherwise; provided, however, that no indemnity pursuant to this Section 7.02 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Section 7.02, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 8.02. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 8.02 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at

the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 8.02 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 8.02, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnatee's written certification together with a copy of the statement paid or to be paid by the Indemnatee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 8.02 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the Articles of Incorporation or otherwise under these Bylaws, as now in effect or as

hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

8.03 Limitation

No amendment, modification or rescission of this Article 8 shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 9: Policies

9.01 Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of the Board and a record of all actions taken by Directors without a meeting. In addition, the Corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date. The Board shall adopt and periodically review a Document Retention policy to protect the Corporation's interest regarding the retention of records.

9.02 Transparency and Accountability

The Board shall adopt and periodically review a Transparency and Accountability policy to protect the Corporation's interest regarding the disclosure of information to staff and the public.

9.03 Conflict of Interest

The Board shall adopt and periodically review a Conflict of Interest policy to protect the Corporation's interest when it is contemplating any transaction or arrangement which may benefit any Director, Officer, employee, or affiliate.

9.04 Ethics and Whistleblowers

The Board shall adopt and periodically review a Code of Ethics and Whistleblower policy to protect the Corporation's interest during its day-to-day operations and in the case of complaints or reports of financial impropriety or misuse of the Corporation's resources.

Article 10: Dissolution

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Articles of Incorporation and with state law.

Article 11: Amendments

These Bylaws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office provided, however,

- (a) that no amendment shall be made to these Bylaws which would cause the Corporation to cease to qualify as an exempt corporation under Section 501(c)(3); and,
- (b) that all amendments be consistent with the Articles of Incorporation.

Adoption and Revision History		
Adopted	15 Sept. 2023	Adopted by unanimous vote of the Board