

Arizona Board of Regents for an on behalf of Arizona State University and its Sustainable Phosphorus Alliance (hereinafter called “SPA” or CENTER”) Bylaws

ARTICLE I. General

- A. Purpose: These Bylaws (the “Bylaws”), in combination with the Code of Conduct and Membership Agreement, govern the operation of the CENTER. The Bylaws shall not be used to amend or change any part of the Membership Agreement.
- B. Amendment: These Bylaws may be amended from time to time as deemed appropriate by the SPA Director in consultation with the Board of Directors, as hereinafter defined.
- C. Order of Precedence: These Bylaws form a part of the Code of Conduct and Membership Agreement. If there are any inconsistencies between these Bylaws and the provisions of the Membership Agreement, the applicable term or condition of the Membership Agreement shall govern and take precedence over the conflicting provision of the Bylaws.

ARTICLE II. Board of Directors

- A. Purpose: The Board of Directors (“BOD”) is primarily concerned with providing direction for research and activities conducted by the CENTER.
- B. BOD Membership: Formal execution and acceptance of a Membership Agreement by the CENTER will entitle a member entity to be elected to one seat on the BOD of the CENTER. Organizations are elected rather than individuals. Thus, if a representative appointed to the BOD is unable to attend a meeting of the BOD, the representative may appoint a substitute from within the same member organization. A substitute who is not directly employed by the member organization is not permissible.
- C. Composition: The BOD will comprise no more than 6 elected members. The Director of the CENTER will serve as an ex-officio member of the BOD. Elections will be carried out as follows: If there are six or fewer member organizations who wish to run for the BOD, then all will be automatically elected. If there are more than six nominees, then each member will receive six votes to cast across the pool of nominees, awarding at most one vote to any nominee. The Director will not vote. The six nominees with the highest total votes cast for them will be elected. In the case of a tie for any seat(s), the Director will decide the winner(s) from among the tied nominees. If a member entity leaves the CENTER, it also forfeits its seat on the BOD. In this case, a new election from the membership will be called, and a new BOD Member will be elected based on a simple majority vote of the CENTER’s members. Ties will be broken by the Director’s vote.

D. Meetings: Meetings of the BOD will occur at least twice annually. An emergency meeting of the BOD may be called at the discretion of the Director or, in the event of the Director's incapacity, at the discretion of the CENTER's program manager.

E. Quorum and Voting Rules: Five sevenths of all BOD members must be in attendance to constitute a quorum. Motions considered by the BOD will pass by a five-sevenths vote in favor. Absent members will be permitted to vote via email, so long as their vote is shared with the entire BOD.

F. Removal of BOD Members: The Director may call the BOD to vote to have an elected member removed from the member's seat. A unanimous vote of the BOD Members, excluding the vote of the member subject to removal, will be required to remove the member. If a member is removed, the Director will call for a new election to replace the removed BOD Member. The vacant seat will be filled based on a simple majority vote of the CENTER's members.

G. Officers. Two officers of the BOD will be selected from among the BOD members by a simple majority vote of the BOD to serve one-year terms on the Executive Committee, as described in Article III. If more than two officers are approved by vote of the BOD, the Director will select which two will serve.

ARTICLE III. Executive Committee

A. Purpose: The Executive Committee ("EC") will represent the BOD for responsive and timely decision-making.

B. EC Membership: The EC will comprise 2 BOD members, plus the Director.

C. Meetings: The EC will meet at least quarterly. However, the two annual BOD meetings will count towards this requirement. An emergency meeting of the BOD may be called at the discretion of the Director at any time or, in the event of the Director's incapacity, at the discretion of the CENTER's program manager.

D. Quorum and Voting Rules: All members must be present to constitute a quorum. Motions considered by the EC will only pass by a unanimous vote. When practicable, motions adopted by the EC should provide only interim direction to the organization. These motions should be considered and voted upon by the full BOD at the first subsequent BOD meeting.

ARTICLE IV - Guests at BOD Meetings

A. Guests defined. A guest of the CENTER is someone who is not employed by a member organization. Guests might be researchers from non-member companies, government labs, organizations or institutes, or university faculty or students who are not currently members of the CENTER.

B. Purpose of Guests. It is expected that, on occasion, it might be advantageous to have guests attend BOD or EC meetings. Acceptable reasons for allowing guests can include to provide technical information that is important to the success of the CENTER.

C. Approval of Guests. Members of the BOD and the CENTER Director may propose to the EC, via writing or email, that a guest be invited to a BOD or EC Meeting. This request shall be made no later than fourteen (14) days prior to the meeting. If there is unanimous approval by the EC, an invitation will be extended to the guest. If there is not unanimous approval for the guest by vote of the EC, the BOD will be polled, and a guest must be approved by a five-sevenths majority of the BOD, with abstentions counting as votes in opposition to inviting the guest.

D. Confidentiality. Guests will be asked to agree that Subject Data, Data Supplied by Members, or any other information obtained from the CENTER shall not be used or disclosed to others, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Data or Information received which: (i) is or shall have been known to the Guest before his receipt thereof; (ii) is disclosed to the Guest by a third party who did not have prior obligation of confidentiality with the Guest; or (iii) is or shall have become known to the public through no fault of the Guest. Guests shall be asked to sign a nondisclosure agreement.

ARTICLE V. Responsibility of Members and CENTER Researchers Regarding Disclosure of Subject Data and Data Supplied by Members

A. Definitions. The handling of subject and confidential data is defined in the Membership Agreement.

B. Rationale. Some of the value of CENTER Membership to a company or other entity involves early exposure to ideas and results from the CENTER's work. Because of the wide spectrum of industry sectors represented in the CENTER, there will be cases where subject data provides a competitive advantage for one Member company and not for another. Therefore, some constraints on disclosure of CENTER data are required.

C. Responsibilities of Personnel from Members. Personnel representing member companies or entities shall not distribute information, ideas, or subject data obtained from or through the CENTER to anyone outside of their immediate member company or entity other than affiliates and subsidiaries fifty percent (50%) or more of whose voting equity is owned by the member company until these have undergone public disclosure.

D. Responsibilities of Personnel from Consortia. When another Consortium is a member of the CENTER paying a single-membership fee, the Consortium representative appointed as a member of the BOD shall routinely transmit to its own Member companies no more than the following: 1) a brief summary of CENTER projects, including objectives, tasks, and some results (e.g., a few slides per project) that may represent data not yet available to the general public but that have been explicitly approved for disclosure by the BOD, and 2) an Annual Report highlighting CENTER Activities.

E. Responsibilities of University Representatives.

1. Background: University acknowledges that it may be necessary for a member to disclose information which the member considers confidential in order to accomplish the work under this Agreement. The member acknowledges, however, that University has no mechanisms to maintain or guarantee the confidentiality of information and, as a public, non-profit educational institution, does not have financial resources to (i) sustain liability for disclosure of confidential information, or (ii) institute mechanisms to maintain confidential information.

2. Nondisclosure terms: It is agreed that the member shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent in writing only to the Director or orally disclosed to the Director and reduced to writing by Member within thirty (30) days of disclosure. The Director agrees, to the extent permitted by law, that Confidential Information shall remain the property of the member and, for a period of three years from date of disclosure, Confidential Information shall not be used or disclosed to others, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information which: (i) is or shall have been known to the Director before his receipt thereof; (ii) is disclosed to the Director by a third party; or (iii) is or shall have become known to the public through no fault of the Director. Notwithstanding the foregoing, should the Director and Member enter into a separate nondisclosure or consulting agreement, then as between the parties to such agreement, the terms of such nondisclosure or consulting agreement shall take precedence over those of this article.

F. Export Controls. Information and Technology may be subject to U.S. Government Export Control regulations. The disclosing Party must notify the receiving Party prior to sending or discussing any controlled information or technology. The receiving Party must obtain the proper export control license prior to receiving controlled information or technology and has the right to refuse acceptance of controlled information or technology.

ARTICLE VI. Modification of the Bylaws

The Bylaws may be modified by a five-sevenths majority vote of the BOD.

ARTICLE VII. Responsibilities

A. Executive Committee. The EC will represent the BOD for responsive and timely decision-making, as described in Article III, B, and will work with staff to develop the agenda for the annual meeting.

B. Director: The Director will be appointed by and report to Arizona State University, but must be confirmed by a two-thirds majority of the BOD (exclusive of the vote of any existing Director). The responsibilities of the Director of the CENTER include, but are not limited to:

- Oversee the overall strategy and management of SPA
- Represent SPA at key international phosphorus sustainability meetings
- Organize Consortium Meetings, including timely distribution of materials in advance of the meeting as required, and handouts at the CENTER Meetings
- Develop proposals, and associated personnel (e.g. by issuing RFP), as necessary to meet the objectives of the CENTER
- Ensure that activities of the CENTER, will, if successfully completed, accomplish the mission of the CENTER
- Present the CENTER (organization and accomplishments) to the community
- Recruit new members
- Supervise CENTER staff
- Support the BOD in selecting a succeeding Director as necessary

C. Board of Directors: The responsibilities of the Board of Directors of the CENTER are:

- Setting overall priorities, goals, objectives, and milestones
- Approving all major decisions (e.g. budgeting, hiring)
- Approving and amending governance documents
- Participating in two meetings per year
- Considering and ruling on requests for invitation of guests to the CENTER Meetings according to Article IV.C above
- Membership development

Sustainable Phosphorus Alliance (SPA) CODE of
CONDUCT

ARTICLE I. General

- A. **Purpose:** This Code of Conduct, in combination with the Strategic Plan, Bylaws and Membership Agreement, governs the operation of SPA.
- B. **Amendment:** This Code of Conduct may be amended from time to time as deemed appropriate by the SPA Director in consultation with the Board of Directors, as defined in the Bylaws.
- C. **Order of Precedence:** This Code of Conduct forms a part of the Strategic Plan, Bylaws and Membership Agreement. If there are any inconsistencies between this Code and the provisions of the Strategic Plan, Bylaws and Membership Agreement, the applicable term or condition of the Strategic Plan, Bylaws and Membership Agreement shall govern and take precedence over the conflicting provision of the Code of Conduct.

Article II. Antitrust Policy

- A. **Purpose:** SPA is committed to facilitating a robust, open and honest exchange of ideas and information among its participants on subjects relevant to the agenda of SPA meetings. It is also committed to compliance with all applicable laws, including antitrust and competition laws.
- B. **Scope: This policy applies to all SPA members.**
- C. **Policy:** Communications and exchanges of information at, or attendant to, any SPA-related proceeding should directly relate to the issues on the agenda. There shall be no discussions or exchanges of information regarding (1) what price any participant has or may charge for its products or services; (2) strategic business plans or (3) whether to conduct business with any person or entity.
- D. **Action Required: Members should contact the Director immediately with information indicating a possible violation of this policy.**
- A. **Compliance with this Policy: Failure to adhere to this policy will result in disciplinary action, as determined by the Director.**

Article III. Marketing and Attribution Policy

- A. **Purpose:** To maintain an environment where members can comfortably and effectively share ideas, certain behaviors are restricted that might make members uncomfortable.
- B. **Marketing Policy:** Member organizations shall refrain from discussion during SPA meetings that which could be construed by other members as direct selling of products and services.
- C. **Attribution Policy: SPA meetings will comply with the Chatham House Rule, which states "When a meeting, or part thereof, is held under the Chatham House Rule, participants are free**

to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.” Identities and affiliations may be revealed with the explicit consent of the speaker to whom information is attributed. This includes attributing identifying information to speakers via online posts. Meeting minutes may contain a list of participants but not attribute quotes to individual participants. If meetings are recorded and those recordings are made available to parties outside of SPA, members shall be provided with fair warning that recording will occur.

- D. **Action Required: Members who feel that their right to anonymity, as described in section C, has been violated should inform the Director.**

- B. **Compliance with this Policy: Failure to adhere to this policy will result in disciplinary action, as determined by the Director.**

Article IV. Non-Discrimination

- A. The Parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.

- B. If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.