AgileAlliance
BYLAWS

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BYLAWS

Article 1. Name and Governance.

The name of this Organization is Agile Alliance, sometimes hereafter referred to as "corporation". Agile Alliance is a non-profit corporation incorporated within and governed by the laws of the State of Illinois.

Article 2. Purpose.

The purposes for which Agile Alliance is organized are:

a) To provide an unbiased forum within which the community can freely work to discuss, promote, and improve agile development processes;

b) To encourage scientific research in current and potential uses of agile processes;

c) To share information about agile processes;

d) To provide an opportunity for education in agile processes;

e) To provide a medium of communication with user groups in similar areas;

f) To provide an opportunity for the formation of programs that further these purposes;

g) To assist members in keeping abreast of new information regarding agile processes as changes and advances occur; and

h) To communicate information and accomplishments to news media and to specialty magazines serving the field.

Agile Alliance is *a trade association devoted to the improvement of business conditions in the software industry. As a 501(c)(6) trade association, the Agile Alliance may further its exempt purposes through lobbying.*

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, 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 its purposes. The corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article 3. The Board.

Section 1. Number and Selection.
The Board shall have no more than twelve (12) and no less than seven(7) members and collectively they shall be known as the Board.

Section 2. Qualifications.
Any member of the Agile Alliance in good standing may be a selected or elected to be a member of the Board.

Section 3. Duties.
It shall be the duty of the Board to:

a) Improve the practice of software development through the use of agile processes by promoting and facilitating communications regarding agile processes. The values and principles of agile processes are identified in appendix 1.

b) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

c) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the organization;

d) Supervise all officers, agents and employees of the organization to assure that their duties are performed properly;

e) Meet at such times and places as required by these Bylaws;

f) Register their addresses, e-mail addresses, and phone numbers with the Secretary of the organization, and notices of meetings mailed, e-mailed or telephoned to them at such addresses shall be valid notices thereof.

Section 4. Term of Office.
Board members will serve a three-year term, with the terms alternating so that every year, one-third of the Board positions will be open. A Board member may serve a maximum of seven consecutive years.

Section 5. Election of Members of the Board.
Members of the Board will be elected annually from the membership by slate votes cast by the membership. The Board will present the slate of candidates to the membership. The members' vote will approve or reject the slate.

Section 6. Compensation.
Board members shall serve without compensation, except that they shall be allowed reasonable reimbursement of expenses incurred in the performance of their regular duties as determined by the Board.

Section 7. Place of Meetings.
Meeting location shall be determined by the board chair and managing director. Board meetings may be held with all Board members physically present in one location or with Board members "virtually present" through electronic techniques such as teleconferencing, video conferencing, interactive webcasting, instant messaging, or e-mail.

Section 8. Regular Meetings.
The Board shall meet at least once every six months. At least 5 business days prior to the meeting, notice of the time and place of the regular meeting shall be delivered personally to the Board members in writing, email or by telephone.

Section 9. Special Meetings.
Special meetings of the Board may be called by the Chair, or by any two members of the Board. At least 10 calendar days prior to the meeting, notice of the purpose, time and place of the special meeting shall be delivered personally to the Board members in writing, email or by telephone. Upon majority consent of the Board, an emergency meeting may be called without advanced notice.

Section 10. Quorum for Board Meetings.
A quorum shall consist of a majority of the Board. Except as otherwise provided in these Bylaws or in the Articles of Incorporation, or by law, no business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain is a motion to adjourn.

Section 11. Majority Decision as Board Decision.
Every decision made by a majority of the Board members present at a meeting duly held at which a quorum is present is the decision of the Board, unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the Board.

Section 12. Conduct of Meetings.
Meetings of the Board shall be presided over by the Chair or another officer he or she may designate in his or her absence. Minutes of all meetings will be recorded by the Secretary or someone fulfilling the Secretary's role, such Minutes being filed after the meeting as a permanent record of Agile Alliance. Meetings may be governed by latest version of the Robert's Revised Rules of Order.

Any member may observe Board meetings. However, the Board reserves the right to close meetings or parts of meetings to Board members only for personnel or other purposes, if a majority of the Board votes for this.

Section 13. Vacancies.
Vacancies on the Board shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Any Board member may resign at any time by giving written notice to the Board or managing director. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Board member may not resign if the organization would then be left without a duly elected Board member or members in charge of its affairs, except upon notice to the appropriate agency of the State of Illinois.

Removal of a Board member from his or her elected position for any reason may be accomplished by a two-thirds (2/3) vote of the Board. The Board member in question has the right to present a case for consideration and final resolution by the general membership. Notice of these proceedings shall be given at least thirty days in advance.

Unless otherwise prohibited by the Articles of Incorporation, these Bylaws or provisions of law, vacancies on the Board may be filled by approval of the Board. If the number of Board members then in office is less than a quorum, a vacancy on the Board may be filled by approval of a majority of the Board members then in office or by a sole remaining Board member. A person elected to fill a vacancy on the Board shall hold office until the term expires or until his or her death, resignation or removal from office.

Section 14. Non-liability.
Board members, officers and directors of the organization shall not be personally liable for the debts, liabilities, or other obligations of the organization.

Section 15. Indemnification.
The Board members, officers and directors of the organization shall be indemnified by the organization to the fullest extent permissible under the laws of Illinois.

Section 16. Insurance for Corporate Agents
Except as may be otherwise provided under provisions of law, the Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the organization (including a Board member, officer, director, employee or other agent of the organization) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the organization would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

Article 4. Officers.

Section 1. Enumeration of Officers.
The officers of the Agile Alliance shall be the Chair of the Board (Chair), the Secretary, and the Treasurer.

Section 2. Selection of Officers.
The officers will be selected by an annual vote of the Board.

Section 3. Qualifications.
Any member of the Board may serve as an officer of Agile Alliance.

Section 4. Removal and Resignation.
Officers may be removed from office by a of two-thirds (2/3) vote of the Board. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

It shall be the Board's responsibility to appoint a new officer to fill vacant offices within sixty (60) days.

Section 5. Limitation of Authority.
The officers have no authority to make or rescind commitments for Agile Alliance or the various Agile Alliance programs other than as explicitly stated in their duties.

Section 6. Duties of the Chair.
The Chair shall:

a) Plan and conduct all Board meetings, Member meetings and other special meetings as called by the Board;
b) Cause elections to be held;
c) Receive and review program progress and annual reports;
d) Make recommendations to the Board;
e) Prepare an annual report to the membership;
f) Delegate to and monitor the work of the administration of the organization.
g) Serve as chair of the Executive Committee

Section 7. Duties of Secretary.
The Secretary shall:

a) Maintain a record of minutes of all meetings of the Board and committees;
b) Document decisions made by the Board;
c) Notify appropriate members of scheduled meetings;
d) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
e) Be custodian of the records and of the seal and logo, if any, of the organization;
f) Keep a membership listing containing the name and address of members;

g) Upon request, exhibit at a reasonable time, to any Board member or member of the organization, the Bylaws and the minutes of the proceedings of the organization;

h) Prepare a mechanism and template for any Board member, officer, or other designated recorder to record minutes of meetings, in the Secretary's absence; and

i) In general, perform all duties incident to the office of Secretary and such other duties as may be required by the Board, law, or by these Bylaws.

j) Serve as member of the Executive Committee

Section 8. Duties of Treasurer.
The Treasurer shall:

a) Be responsible for all moneys and securities and cause all such moneys to be deposited in the name of Agile Alliance in such banks, trust companies, or other depositories as shall be selected by the Board;

b) Periodically, and on at least a quarterly basis, cause excess monies to be swept from the various programs into the depositories of the organization;

c) Disburse, or cause to be disbursed, moneys of the organization as directed by the Board, keeping proper records of such disbursements;

d) Maintain or cause to be maintained adequate and correct accounts of the organization's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;

e) Upon request, exhibit at a reasonable time the financial records to any Officer or Board member or member of the organization;

f) Submit to the Board a quarterly financial statement and summary of the financial condition of the organization;

g) Publish an annual financial report of the Agile Alliance.

h) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by the Board, law, or by these Bylaws;

i) Serve as member of the Executive Committee

Section 9. Surrender of Records.
Upon completion of the term of office or resignation, each office holder shall turn over to his/her successor or other Officer all records, correspondence, documents and other organization property in his/her possession.

Article 5. Board Committees

Section 1. Nominating Committee
a. **Composition.** The Board shall appoint a Nominating Committee composed of three Board members selected annually by the Board. A Nominating Committee member may serve in succession no more than three (3) years.

b. **Duties.**
1) The Nominating Committee shall consider the qualifications of all candidates for the Board proposed by Board members, other members of Agile Alliance, or by the Nominating Committee. Names submitted for consideration of the committee shall be accompanied by a statement of qualifications and shall be received three months prior to the annual Board election.
2) The Nominating Committee shall provide a statement of responsibilities and qualifications to candidates for each Board office.

c. **Report.** The Nominating Committee shall submit at least one name for each Board seat to be filled. The report shall be sent with the agenda for the annual membership meeting, but no later than thirty (30) days prior to the meeting. The report shall be read at the beginning of the Annual meeting, when additional nominations may be made from the floor. No name shall be placed in nomination without the consent of the nominee.

Section 2. Executive Committee
The Board may, by a majority vote of its members, designate an Executive Committee consisting of not less than four (4) Board members (Board Chair, Treasurer, Secretary, and board member-at-large and the managing director) and may delegate to such committee the powers and authority of the Board in the management of the business and affairs of the organization, to the extent permitted, and except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the Board may at any time revoke or modify any or all of the Executive Committee authority so delegated, increase or decrease but not below four (4) the number of the members of the Executive Committee, and fill vacancies on the Executive Committee from the members of the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be maintained with the corporate records, and report the same to the Board from time to time as the Board may require.

Section 3. Other Committees
The Board may have such other committees as may from time to time be designated by resolution of the Board. These committees may consist of persons who are not also members of the Board and shall act in an advisory capacity to the Board.

Article 6. Administration.

Section 1. Reporting.
The primary administrative position is the Managing Director. The Managing Director is a non-officio, non-voting member of the Board; however, the Managing Director may be elected to a Board position separately from his/her role as Managing Director.

The Managing Director reports to the Board and is given ongoing guidance by the Officers of the organization. All other organizational administrative positions report to the Managing Director.

Section 2. Selection.
The Managing Director is selected by a vote of the Board.

Section 3. Removal and Resignation.
The Managing Director may be terminated by a of two-thirds (2/3) vote of the Board. The Managing Director may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

If terminated, or in the case of resignation, it shall be the Board's responsibility to appoint a new Managing Director to fill the vacant position within one hundred twenty (120) days.

Section 4. Limitation of Authority.
The Managing Director has no authority to make or rescind commitments for the Agile Alliance or the various Agile Alliance programs other than as explicitly stated in their duties.

Section 5. Duties of the Managing Director.
The Managing Director shall, subject to the control of the Board:

a) Administer the Agile Alliance according to its bylaws;

b) Submit a budget and financial plan for the administrative operation of Agile Alliance to the Board for its approval at the start of each fiscal year;

c) Be responsible for making all legal and financial filings, ensuring the legal formalities required by Agile Alliance are met;

d) Maintain the financial books of the Agile Alliance;

e) Prepare and submit to the Treasurer a quarterly statement of financial transactions and summarize these into various financial statements that reflect the financial condition of the organization;

f) Conduct elections as directed by the Chair of the Board;

g) Make recommendations and submit policy to the Board; and

h) Perform other identified and required administrative duties.

i) Serve as a voting member of the Executive Committee.

Article 7. Programs.

Section 1. Purpose.
Programs are the mechanism through which Agile Alliance fulfills its charter. Programs are headed by a Program Director. Once started, programs exist until terminated by the Board or until no Program Director can be found to run the program, at which point they automatically terminate.

Section 2: How A Program Operates
The Program Directors will submit their plans and budgets annually to the Board for approval. Program Directors will provide quarterly progress reports to the board. The staffing and execution of each program is up to the director of that program.

Section 3. Program Membership.
Membership in Programs is open to all members of the organization. The size of membership within a program can be restricted by the Program Director as defined in the Program charter as approved by the Board. Any restrictions on size must be reasonable and consonant with the purpose and mechanics of the program.

Section 4. Program Director.
A Program Director is responsible for the operational and financial operation of a program for each fiscal year and for the duration of their holding the title of Program Director. Specific duties and responsibilities of the Program Director include:

a) Presenting the appropriate documentation to the Board so that the Board may formally recognize the Program;

b) Attending Board meetings~~,~~ or sending a representative in his or her place. The Program Director shall present a report of Program activities at the meeting. Such reporting may be either physical or electronic;

c) Ensuring that the Program operates within these Bylaws; and

d) Ensuring that the Program operates within the fiscal guidelines of Agile Alliance and the budget approved and allocated at the start of each fiscal year, or the initiation of the program, whichever comes first.

All Program Directors are responsible for managing their programs according to the program description and budget approved by the Board at the start of each fiscal year. If the Director is terminated and the program not terminated, the Board is required to appoint an acting Program Director within thirty days.

A Program Director heads a program until the program is either terminated or the Program Director designates a successor for him or herself.

Section 5. Recognition.
A Program becomes recognized within the Agile Alliance when **all** of the following have taken place:

a) One or more members desiring to initiate a program presents a Program charter to the Board, which includes:
   i) An outline of the purposes, interests, and activities of the proposed Program and how it will support the mission of the Agile Alliance;
   ii) An annual budget, including all required financial documents established by the Treasurer;
   iii) Any request for initial funding or seed money from the Board.
   iv) An identified director of the program.
b) The Board votes and formally initiates the Program, names the Program Director, and authorizes approved funding.

Section 6. To Maintain Program Status.
In order for a Program to maintain its status as a recognized Agile Alliance Program, the following is required:

a) The Program Director or a designated representative must attend three (3) Board meetings during the course of each year, either physically or electronically; The Program Director must submit status reports and financial statements quarterly to the Managing Director and Treasurer;
b) The Program Director must submit status reports and financial statements quarterly to the managing director and board;
c) The Program must maintain a program presence at the Agile Alliance website, in accordance with the standards and conventions established by the Agile Alliance website administrator; and
d) The Program Director must submit annual reports and financial statements, as well as a proposed budget of anticipated income and expenditures for the following year. The format and timing will be determined by the Managing Director and the Treasurer.

Failure to fulfill one or more of these program maintenance requirements may be cause for the Board to terminate the program.

Section 7. Excess Program Funds.
Funds that are in excess of those required to operate programs will be recovered and swept from the programs into a general fund on a quarterly basis, or as required by the Treasurer on a specific program basis.

Section 8. Program Debts.
No program will be allowed to carry debts from one fiscal year to another. All debts must be resolved at the end of each fiscal year. Any program that cannot resolve its indebtedness at the end of a fiscal year will be terminated and its obligations resolved by the Board. A program fiscal year may be specified to not coincide with the Agile Alliance fiscal year.

Article 8. Membership.

Section 1. Privileges.
Members shall receive full access to the materials and stored knowledge of the Agile Alliance, as made visible through an Agile Alliance website program. Members shall be able to attend the annual Agile Alliance conference and all meetings with full privileges to participate in all sessions, including working sessions. The Board shall ensure that all members are fully and equally cognizant of Agile Alliance activities, communications, and progress in furthering the vision, mission, and goals of the Agile Alliance.

Section 2. Obligations.
Members shall support the vision, values, mission, goals, and ethical standards of the Agile Alliance, and agree to these Bylaws. Membership is contingent upon acting in such a manner.

Section 3. Classes of Membership.
The Agile Alliance will have various classes of membership with different rights, privileges, restrictions and conditions. These membership classes will be approved by the Board.

Section 4. Non-Discrimination.
Memberships are open to all persons and organizations regardless of race, religion, color, sex, age or national origin.

Section 5. Dues.
The Board shall set the annual membership dues payable to the organization by members.

Section 6. Payment of Dues.
Dues shall be payable annually and become overdue 90 days thereafter. Any member overdue in his or her dues shall be removed from the membership rolls.

The Board shall have the authority, upon application by a member, to waive or reduce the annual dues on a case-by-case basis, for that member.

Section 7. Non-liability of Members.
A member of this organization is not personally liable for the debts, liabilities, or obligations of the organization.

Section 8. Termination of Membership.
The membership of a member shall terminate upon the occurrence of any of the following events:

a) Non Payment of annual dues; Members may not be dropped from the roll unless dues are at least 90 days overdue;

b) Upon his or her notice of resignation delivered to any of the officers or Managing Director of the organization personally or by mail or e-mail;

c) Upon a vote by the Board that the member has engaged in conduct materially and seriously prejudicial to the interests or purposes of the organization;

d) The member being expelled shall be given, if the member so requests in writing or by email within 10 days of notice of expulsion, an opportunity to be heard, either orally or in writing, at a hearing to be held not less than thirty (30) days after the proposed expulsion. The Board will hold the hearing, which may be conducted at the Board's discretion by electronic means such as teleconferencing, video conferencing, interactive webcasting, instant messaging or email. The notice to the member of his or her expulsion shall state the reason for his or her expulsion.

Section 9. Rights on Termination of Membership.
All rights of a member in the organization shall cease on termination of membership as herein provided.

Section 10. Confidential Membership Information.
Membership listings are confidential information of the Agile Alliance and may be released only with the approval of the Board.

Article 9. Meetings of Members

Section 1. Annual Meetings.
The members of the Agile Alliance shall meet annually at the time and place designated by the Board for the purpose of electing the new Board members and transacting other business as may come before the meeting.

Section 2. Elections.
All elections will be conducted at the Annual Meeting. The Managing Director will cause the results to be tallied, and the Secretary will communicate the results of the elections to the membership.

Section 3. Membership Voting for Candidates and Agile Alliance Matters.
Each member is entitled to one vote on each matter and for the slate proposed by the Board. Votes will be by ballot, either submitted prior to the meeting by members to the Secretary, or cast during the annual meeting, either in person or through electronic means. The slate of candidates will either be approved or rejected by the votes of the membership. Matters that receive a majority of the votes cast will be considered approved by the membership

Section 4. Number and Place of Meetings.
The Board shall determine the number and location of any additional general membership meetings to be held. Meetings may be held in a single location; or with

members "virtually present" through teleconferencing, video conferencing, interactive webcasting, instant messaging, or e-mail.

Section 5. Special Meetings.
The Board may call special meetings of the members. In addition, special meetings of the members may be called by five percent (5%) or more of the members.

Section 6. Notice of Meetings.
Whenever members are permitted to take action at a meeting, the Secretary shall give a written notice of the meeting to each member, either in person, by mail or by e-mail, not less than 5 business days before the date of the meeting. If members call a special meeting, the request for the meeting shall be submitted to an Officer in writing, specifying the general nature of the business proposed to be transacted and shall be delivered personally or sent by mail. The Officer receiving the request shall give notice to the membership within 5 business days stating the purpose, agenda, and date of the meeting. The date shall be fixed by the Board and shall not be less than thirty-five (35) nor more than ninety (90) days after the receipt of the request.

Section 7. Minutes of Meetings.
Minutes shall be recorded at each meeting either by the Secretary or a member fulfilling the Secretary's role, in a manner designated by the Secretary. Such minutes will be the official record of the meeting and shall become the official record of the Agile Alliance. Anything not recorded in the minutes shall be deemed as not binding on the Agile Alliance.

Section 8. Quorum for Meetings.
Ten (10)% of the membership shall constitute a quorum. Members who submit votes prior to the meeting or who attend by electronic means will be considered attending the meeting for purposes of a quorum.

Article 10. Fiscal Management.

Section 1. Fiscal Year.
The fiscal year shall commence on January 1st and end on the December 31st following.

Section 2. Budgets.
All Agile Alliance activities that conduct financial transactions shall operate within a budget approved by the Board and monitored by the Treasurer. Programs are deemed to fall within this rule.

Section 3. Capital Assets.
An Agile Alliance officer must approve all capital asset purchases exceeding a ceiling set by the Board, in writing or email. An officer may not approve his or her own capital asset or expense.

Section 4. Expenses.
All requests for reimbursement must adhere to procedures established by the Treasurer. No expense shall be reimbursed without a receipt.

Section 5. Financial Statements.
A financial statement disclosing the fiscal condition of the Agile Alliance shall be published during the first four months of each fiscal year.

Section 6. Bank Accounts.
Such agents of the organization as from time to time shall be designated by the Board shall have the authority to deposit any funds of the Agile Alliance in such banks or trust companies as shall from time to time be designated by the Board. Such agents as from time to time shall be authorized by the Board may withdraw any or all of the funds of the Agile Alliance so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the Agile Alliance, and made or signed by such agents; and each bank or trust company with which funds of the Agile Alliance are so deposited is authorized to accept, honor, cash and pay, without limit as to the amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by agents so designated by the Board until written notice of the revocation of the authority of such officers or agents by the Board shall have been received by such bank or trust company.

There shall from time to time be certified to the banks or trust companies in which funds of the organization are deposited the signatures of the agents of the organization so authorized to draw against the same. In the event that they shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, the Chair of the Board shall sign all of such checks, drafts and other instruments or orders for the payment of money.

Article 11. Conflict of Interest.

Section 1. Pay.
No Board member may accept any pay for serving as a Board member, except that they shall be allowed reasonable reimbursement of expenses incurred in the performance of their regular duties as determined by the Board.

Section 2. Disclosure.
The terms of any financial agreement between the Agile Alliance and a current member of the Board or Officer, or a person who has served on the Board or as an Officer within the year prior to the agreement, or a candidate for election or appointment to the Board, must be must be fully disclosed to the general membership at the annual membership meeting.

Section 3. Conflicts of Interest.
Any member of the Board or Officer who has a material interest and can financially profit in an issue being decided by the Board must disclose such an interest to the Board and may not participate in the debate regarding and may not vote on questions related to that issue.

Article 12. Amendments.

Section 1. Startup Rule for Amendments
The Board shall have the right to amend the bylaws within nine (9) months of the first Board meeting, subject to a 2/3 majority vote of the Board. After that, the amendment provisions in Section 2 of this article will prevail.

Section 2. General Rule for Amendments
The Board shall post in a place accessible to the membership a full description of the amendment and the reasons for the amendment. The Board will also provide a place where the amendment can be discussed openly by the membership for thirty days after posting the amendment. At the end of the thirty days, the membership will vote on the amendment, by mail, email, or other recordable artifact provided by the Board. The amendment is passed and becomes a part of the Agile Alliance Bylaws, if a majority of those voting approve it. The Board will notify the membership within 10 days of the vote regarding the outcome of the vote.

Section 3. Validity.
The invalidity of any part of these Bylaws shall not impair or otherwise affect in any manner the validity, enforceability, or intent of the balance these Bylaws.

Article 13. Dissolution.

Section 1. Dissolution.
In order to dissolve this organization, the Board must present a resolution recommending that the organization be dissolved to the membership. A proposal for dissolution may be considered at a regular or special meeting of the active membership only after thirty (30) days notice in writing is given to each member in good standing. The resolution to dissolve shall be adopted upon receiving at least 80% of the votes entitled to be cast by members present at such regular or special meeting. This organization shall not be dissolved while 20% of the members in good standing dissent. Meetings may be held electronically and votes cast electronically.

Section 2. Resolution.

Upon the dissolution of the corporation, assets shall be distributed to the Association of Computing Machinery (ACM) provided ACM is still in existence and is recognized by the IRS as a 501 (c)(3) organization. In the event ACM is not in existence and recognized as a 501(c)(3) organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be

distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article 14. Representation, Identification, Marks.

Section 1. Representation.
Only Officers and the Managing Director may identify themselves as representing Agile Alliance. Program Directors and those authorized by the Program Directors may identify themselves as representing that specific Agile Alliance program. Members may identify themselves as members of the Agile Alliance, but not as representative of such organization.

Section 2. Identification.
The Secretary will cause identifying business cards to be created for all Officers and Directors of Agile Alliance and other individuals as may be approved by the Board. The Secretary shall be the only source of these business cards.

Section 3. Marks.
The Board will cause identifying marks for Agile Alliance to be designed and created. Upon resolution of the Board, they may be trademarked. These marks will be the identifying marks for Agile Alliance representatives, products, and events. Their use must be approved by the Board.

Article 15. Indemnification.

Agile Alliance shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a member, director or an officer of Agile Alliance 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 to the fullest extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between Agile Alliance and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not For Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore

existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

Agile Alliance may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was an employee or agent of Agile Alliance, or is or was serving at the request of Agile Alliance, as a member, director, officer, employee or agent of another corporation, 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 or her in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

Appendix 1. Values and Principles of Agile Processes

Values:

1. Individuals and interactions over processes and tools
2. Working software over comprehensive documentation
3. Customer collaboration over contract negotiation
4. Responding to change over following a plan

While there is value in the items on the right, we value the items on the left more.

Principles:

1. Our highest priority is to satisfy the customer through early and continuous delivery of valuable software.
2. Welcome changing requirements, even late in development. Agile processes harness change for the customer's competitive advantage.
3. Deliver working software frequently, from a couple of weeks to a couple of months, with a preference to the shorter timescale.
4. Business people and developers must work together daily throughout the project.
5. Build projects around motivated individuals. Give them the environment and support they need, and trust them to get the job done.
6. The most efficient and effective method of conveying information to and within a development team is face-to-face conversation.
7. Working software is the primary measure of progress.
8. Agile processes promote sustainable development. The sponsors, developers, and users should be able to maintain a constant pace indefinitely.
9. Continuous attention to technical excellence and good design enhances agility.
10. Simplicity--the art of maximizing the amount of work not done--is essential.
11. The best architectures, requirements, and designs emerge from self-organizing teams.
12. At regular intervals, the team reflects on how to become more effective, then tunes and adjusts its behavior accordingly.