



## **BY-LAWS**

### **ARTICLE I - Name and Purpose**

The name of the association is the Industrial Packaging Alliance of North America (hereinafter the "Alliance"), a not-for-profit corporation organized under the laws of the District of Columbia. The Alliance is the primary association representing the interests of manufacturers of new industrial packaging and their suppliers in North America.

### **ARTICLE II - Office and Registered Agent**

The principal office of the Alliance shall be in the Washington, D.C. area at a location designated by its Board of Directors. The Alliance shall establish a registered office for its registered agent within the legal boundaries of the District of Columbia as required by the District of Columbia Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Alliance in the District of Columbia, and the address of the registered agent's office may be changed from time to time by the Board of Directors.

### **ARTICLE III - Membership**

**3.1 Membership Class; Eligibility for Membership; Voting Rights.** (a) The Alliance shall have two classes of members as follows:

- (i) **Member Trade Associations.** The first class of members shall consist of the International Fibre Drum Institute, the Plastic Drum Institute, the Rigid Intermediate Bulk Container Association, and the Steel Shipping Container Institute (collectively the "Founding Members"), and other industrial container trade associations (together with the Founding Members, the "Member Trade Associations").
- (ii) **Member Companies.** The second class of members shall consist of companies (the "Member Companies") which (A) are members in good standing of at least one (1) Member Trade Association, (B) are members in good standing of all Member Trade Associations for which they are eligible for membership, and (C) engage in any of the following business: (1) manufacturing industrial containers; (2) supplying goods and services to the industrial container industry; (3) manufacturing industrial containers outside North America, or (4) testing laboratories that provide contract services to the industrial container industry.

(b) As a condition of membership, each Member Trade Association shall submit to the Executive Director, no later than January 31, 2012, the following documentation:

(i) articles of incorporation showing that the association was not organized as a for-profit corporation;

(ii) a state-issued certificate showing the date such association was registered in the jurisdiction;

(iii) either a letter from the U.S. Department of the Treasury indicating that the association has been determined to be exempt from Federal income tax under one or another provision of Section 501(c) of the Internal Revenue Code or an acknowledgement from the Department that the association has successfully filed an application for a determination that the association is exempt from Federal income tax.

(c) Members shall have those rights and privileges established from time to time by a unanimous vote of the entire Board of Directors; provided, however, that membership in the Alliance is not transferable or assignable.

(d) Members shall not have voting rights.

**3.2 Application Process.** Application for membership shall be made through the Board of Directors (or a committee formed thereby) pursuant to procedures that the Board of Directors, from time to time, may establish. Applications for membership that comply with the membership qualifications established by the Board of Directors may be approved by a unanimous vote of the entire Board of Directors; provided, however, that no such application shall be approved by the Board of Directors for a trade association unless the governing body of such trade association previously has approved such application.

**3.3 Resignation.** Except as provided in Section 3.5, any member of the Alliance may resign at any time by providing written notice of such withdrawal to the Board of Directors; such resignation to be submitted to the Board of Directors at least sixty (60) days in advance of it becoming effective. Acceptance by the Board of Directors of such resignation shall not be necessary to make it effective.

**3.4 Removal.** At any meeting of the Board of Directors duly called, any member of the Alliance may be removed, either with or without cause, by a unanimous vote of the entire Board of Directors. Any Member Company which fails to remit dues when payable to one or more of the Member Trade Association of which it is a member, or is otherwise found not to be a member in good standing of any such Member Trade Association, automatically shall cease to be a member of the Alliance.

**3.5 Effect of Resignation or Termination.** No resignation or termination of any member of the Alliance shall relieve such member of any obligation to pay any fees, dues, or other assessments theretofore accrued and unpaid up to the calendar year in which notice of resignation is given. If such notice of resignation is given less than sixty (60) days prior to the end of a calendar year, payment in full shall also be made of all dues and assessments for the next succeeding calendar year. However, such financial responsibility shall be limited to the classification rate the member paid at the time of resignation.

## **ARTICLE IV - Meetings of Members**

**4.1 Regular Meetings.** The members of the Alliance shall hold two (2) meetings per year, an annual meeting and a regular meeting at times and in locations selected by the Board of Directors. The agenda for each such meeting of the members of the Alliance shall be established and approved by the Board of Directors in consultation with the Member Trade Associations. The Board of Directors shall endeavor to coordinate the meetings of the members of the Alliance with the separate meetings of Member Trade Associations so that all such meetings shall occur around the same time and in the same location.

**4.2 Special Meetings.** Special meetings of the members of the Alliance shall be called by the Board of Directors at its discretion. The Board of Directors shall determine the location of and agenda for such special meetings.

**4.3 Notice of Meetings.** Not less than ten (10) days nor more than fifty (50) days before each meeting of the members of the Alliance, the Secretary of the Alliance shall give to each member written notice stating the time and place of the meeting and, in the case of a special meeting, or as otherwise may be required by law, the purpose for which the meeting is called. The notice shall be delivered either by mail, by e-mail, by facsimile, by presenting it personally to any authorized representative of the member or by leaving it at a member's usual place of business. If mailed, the notice shall be deemed to be given when deposited in the U.S. Mail addressed to the member at the member's post office address as it appears on the records of the Alliance, with postage prepaid. If given by e-mail or facsimile, the notice shall be deemed to be given when sent to the member at the member's e-mail address or facsimile number that appears on the records of the Alliance.

## **ARTICLE V - Dues and Assessments**

The Board of Directors may require that each Member Company pay initiation fees, annual dues or other assessments as a qualification for becoming a member and/or retaining eligibility for membership in the Alliance. Any Member Company that fails to pay any such fees, dues, or assessments for a period of three (3) months from the date the fees, dues, or assessments come due, shall have its membership in the Alliance terminated. Such fees, dues, and assessments shall be assessed and payable independent of any fees, dues, or assessments payable by a Member Company in connection with its membership in any Member Trade Association.

## **ARTICLE VI - Board of Directors**

**6.1 Management of the Alliance.** The policies of the Alliance shall be determined, and its affairs shall be managed, by the Board of Directors of the Alliance. The Board of Directors may exercise all powers of the Alliance and shall have all rights, privileges and obligations of a board of directors as set forth under the District of Columbia Nonprofit Corporation Act. Directors need not be citizens of the United States, or residents of the District of Columbia.

**6.2 Class, Number and Election of Directors.** Beginning with the first annual meeting of Directors, the number of Directors shall be six, consisting of the following two classes.

(a) Voting Directors. This class of Directors shall consist of one Director designated by each of the Member Trade Associations (each such Director hereinafter being referred to as an "Association Director") and one Director designated by the suppliers (the "Supplier Director"). The Association Directors and Supplier Director shall have voting rights. The Member Trade Associations and the suppliers shall also designate an Alternate Association Director and Alternate Supplier Director, respectively, who shall only have voting rights if their Association Director or Supplier Director are not present at the meeting.

(b) Non-Voting Directors. This class of Directors shall consist of ex officio, the Executive Director of the Alliance. The Executive Director of the Alliance shall not have voting rights.

No more than one (1) Director at any time may be a representative of any single Member Company, or parent, or affiliate, or subsidiary of such Member Company. The number of persons constituting the Board of Directors may be changed from time to time by a unanimous vote of the Board of Directors, provided, however, that the number of Directors shall never be less than the minimum number required by the District of Columbia Nonprofit Corporation Act. Officers may be members of the Board of Directors.

**6.3 Term.** The initial Directors of the Alliance shall serve until the first annual meeting of Directors. The Directors, other than the Executive Director of the Alliance, elected at the first annual meeting of the Directors shall serve terms as follows: (a) the Association Director designated by the Steel Shipping Container Institute and the Supplier Director shall serve for a term of two (2) years, and (b) the Association Directors designated by the Plastic Drum Institute, the Rigid Intermediate Bulk Container Association, and the International Fibre Drum Institute, respectively, shall serve for a term of three (3) years. Thereafter, each Director and Alternate Director, other than the Executive Director of the Alliance, shall serve for a term of two (2) years and until his or her successor is designated.

Directors and Alternate Directors, other than ex-officio Directors, shall be elected at the applicable annual meeting of the Board of Directors. The Executive Director of the Alliance shall serve as a Director for as long as he or she holds such office and shall be deemed to have resigned as a Director if he or she shall cease to hold such office. No Director, except the Executive Director of the Alliance, while serving in that capacity, shall serve on the Board of Directors for more than four (4) consecutive terms.

**6.4 Vacancies.** In the event of the death, resignation, or removal of an Association Director or the Supplier Director, the vacancy shall be filled as soon as possible by the entity entitled to designate such Director pursuant to Section 6.2 hereof. A Director elected by the Board of Directors to fill a vacancy shall serve for the entire remaining term of the Director being replaced.

**6.5 Regular Meetings.** The Board of Directors shall hold an annual meeting each year after the annual meeting of the members of the Alliance. In addition to the annual meeting, the Board of Directors shall hold regular meetings as required. Subject to the foregoing, the annual meeting and regular meetings of the Board of Directors shall be held at such time and place as shall be determined by the Board of Directors.

**6.6 Special Meetings.** The Chairman may call, or upon the petition in writing of a majority of the members of the Board of Directors to the Secretary, the Secretary shall call special meetings of the Board of Directors. The time and place of special meetings shall be determined by the Chairman, provided that any special meeting requested by petition as set forth above shall take place no later than thirty days following receipt by the Secretary of such petition.

**6.7 Meetings by Telephone Conference Calls.** Directors may participate in a meeting of the Board of Directors or any committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

**6.8 Notice; Waiver of Notice.** Notice of the time and place of each meeting of the Board of Directors shall be mailed to each Director at his or her residence or usual place of business at least three days before the date of the meeting. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

**6.9 Quorum.** A majority of the Directors then in office and entitled to vote upon an issue shall constitute a quorum for the transaction of business with respect to that issue at any meeting of the Board of Directors, unless otherwise required by law, the Articles of Incorporation or these By-laws. If a quorum is not present at any meeting of the Board of Directors, those Directors present thereat may adjourn the meeting, without notice other than an announcement at the meeting, until a quorum shall be present.

**6.10 Action by Majority Vote.** Except as required by the law, the Articles of Incorporation or these By-laws, any action by a majority of the Directors entitled to vote and present at a meeting at which a quorum is present shall be deemed the action of the Board of Directors.

**6.11 Action by Written Consent.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent in writing to the adoption of a resolution authorizing the action, and the written resolution and consents are filed with the minutes of proceedings of the Board of Directors or committee.

**6.12 Removal or Resignation of Directors.**

(a) Removal. An Association Director or the Supplier Director may be removed with or without cause by the entity which designated such Director. Any Director may be removed at any time For Cause (as defined below) by at least three-fourths (3/4ths) affirmative vote of all Directors entitled to vote at a special meeting of the Board of Directors duly called for the purpose of removing a Director. For purposes of this Section 6.12(a), the term "For Cause" means: (i) willful misconduct in connection with misappropriating any funds or property of the Alliance; (ii) excessive absenteeism from meetings of the Board of Directors following prior notice and a reasonable opportunity to cure; or (iii) willfully engaging in conduct which the Board of Directors determines is demonstrably injurious to the Alliance, monetarily or otherwise,

including the commission of any acts that may negatively affect the name and reputation of the Alliance.

(b) Resignation. Any Director may resign by delivering his or her written resignation to the Chairman or the Secretary of the Alliance. Such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the happening of some other event but in no event shall any such resignation be effective later than thirty (30) days after it is given.

### **6.13 Committees of Directors.**

(a) Formation; Powers. The Board of Directors may by resolution or written consent designate an executive committee and one or more other committees, each to consist of one or more Directors, which, to the extent provided in the resolution or written consent, may exercise the powers of the Board of Directors in the management of the business and affairs of the Alliance, except that no such committee shall: (i) make, alter or repeal the Articles of Incorporation or any By-law of the Alliance; (ii) elect or appoint any Director, or remove any Officer or Director; (iii) approve any merger; or (iv) amend or repeal any resolution theretofore adopted by the Board of Directors which by its terms is amendable or repealable only by the Board of Directors. The Board of Directors may by resolution or written consent: (i) fill any vacancy in any such committee; (ii) appoint one or more Directors to serve as alternate members of any such committee, to act in the absence or disability of members of any such committee with all the powers of such absent or disabled member(s); (iii) abolish any such committee at its discretion; or (iv) remove any Director from membership on any such committee at any time, with or without cause.

(b) Term. Members of a committee shall serve for a term of one year or until their earlier resignation, removal with or without cause, or death, or until the committee shall be sooner terminated.

(c) Meetings. Meetings of a committee may be held within or without the District of Columbia. A majority of any such committee may fix the time and place of its meetings. Each committee shall keep records of its actions, and report such actions to the Board of Directors and the Chairman of the Alliance.

(d) Quorum. A majority of the then serving members of any committee entitled to vote upon an issue shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two members, then any action must be by unanimous consent.

**6.14 Compensation.** The Alliance shall not pay any compensation to the members of the Board of Directors for services rendered to the Alliance as a Director, except that Directors may be reimbursed for actual expenses incurred in the performance of their duties to the Alliance, in reasonable amounts as approved by a majority of the entire Board of Directors. If any Director will receive compensation for services provided to the Alliance other than in his or her capacity as a Director, the Board of Directors shall make all decisions relating to such compensation,

provided however, that the Director receiving such compensation shall not vote on matters relating to such compensation.

## **ARTICLE VII – Officers, Agents and Employees**

**7.1 Officers.** The Officers of the Alliance shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers, assistant officers and agents as may be deemed necessary, each to have such duties and authority as are provided in these By-laws, or as the Board of Directors may from time to time determine. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. No instrument required to be signed by more than one Officer may be signed by more than one person in more than one capacity.

**7.2 Election of Officers.** The Officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be practicable.

**7.3 Term.** Each Officer shall serve for a term of one year and shall remain in office until his or her successor shall have been elected and qualified, or until his or her earlier resignation, removal or death.

**7.4 Resignation and Removal.** Any Officer may resign by delivering his or her written resignation to the Alliance or to the Chairman or Secretary of the Alliance. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event but in no event shall any such resignation be effective later than thirty (30) days after it is given. Any Officer may be removed at any time, with or without cause, by vote of a majority of the entire Board of Directors.

**7.5 Vacancies.** Subject to the other terms and conditions of this Article VII, a vacancy in any office caused by resignation, removal or death may be filled for the unexpired term of the predecessor in office by the Board of Directors at any regular or special meeting.

**7.6 Chairman.** The Chairman shall be an Association Director. The Chairman shall preside at all meetings of the Board of Directors, keep the Board of Directors fully informed about the activities of the Alliance, and exercise such powers as are from time to time assigned to him or her by the Board of Directors.

**7.7 Vice Chairman.** The Vice Chairman shall be an Association Director. The Vice Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**7.8 Treasurer.** The Treasurer shall be a Director. The Treasurer shall have custody of the funds and securities of the Alliance, keep full and accurate accounts of receipts and disbursements in the books of the Alliance, and deposit all money and other valuable effects in the name and to the credit of the Alliance in such depository or depositories as may be designated by the Board of Directors. The Treasurer and the Executive Director of the Alliance shall be responsible for the preparation and filing every other year of a report in accordance with

Section 29-584 of the District of Columbia Nonprofit Corporation Act, as such section may from time to time be amended, which report shall be presented before filing at the applicable annual meeting of the Board of Directors. The Treasurer, in addition, shall perform such other duties as the Board of Directors may prescribe.

**7.9 Secretary.** The Secretary shall be a Director. The Secretary shall: (a) act as Secretary of all meetings of the Board of Directors and of such committees as the Board of Directors shall specify; (b) keep the minutes thereof in the proper corporate book or books of the Alliance; (c) see that all reports, statements and other documents required by law are properly kept and filed; and (d) perform all duties incident to the office of Secretary and such related duties as may from time to time be assigned by the Board of Directors or the Chairman. The books, records and papers kept by the Secretary shall at all times be subject to the inspection, supervision and control of the Board of Directors and the Chairman. At the expiration of his or her term of office, the Secretary shall immediately surrender to his or her successor in office all books, records, papers and other properties of the Alliance.

**7.10 Agents and Employees.** The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board of Directors. The Board of Directors may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, but, the appointment of such person shall not itself create contract rights.

**7.11 Executive Director.** The Board of Directors shall appoint an Executive Director of the Alliance who shall be responsible for the day-to-day operations of the Alliance, allocate its resources and represent the interests of the members of the Alliance.

**7.12 Compensation of Officers, Agents and Employees.** Subject to the limitations in Section 6.14 hereof, any Officer, employee or agent of the Alliance is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Alliance when authorized by a majority of the Board of Directors, and only when so authorized.

**7.13 Sureties and Bonds.** At the direction of the Board of Directors, any Officer, employee or agent of the Alliance shall be required to execute for the Alliance a bond in such sum and with such sureties as the Board of Directors may direct, conditioned upon the faithful performance of his or her duties to the Alliance.

## **ARTICLE VIII - Contracts, Checks, Bank Accounts**

The Board of Directors is authorized to select the banks or depositories it deems proper for the funds of the Alliance and shall determine who shall be authorized on the Alliance's behalf to: (i) execute checks, drafts or other orders for the payment of money; (ii) execute acceptances, notes or other evidences of indebtedness; and (iii) enter into contracts or execute and deliver other documents and instruments.



## ARTICLE IX - General Provisions

- 9.1 Fiscal Year.** The fiscal year of the Alliance shall begin on the first day of January in each year and end on the last day of December in each year.
- 9.2 Allocation of Funds.** The Board of Directors shall have general authority over the use of the Alliance's funds.
- 9.3 Waiver of Notice.** Whenever any notice whatsoever is required to be given by law, by the Articles of Incorporation or by these By-laws, a waiver of such notice either in writing signed by the person entitled to receive such notice or such person's duly authorized attorney, or by telegraph, cable, facsimile or any other available method, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to receipt of such notice.
- 9.4 Loans to Directors and Officers.** No loans shall be made by the Alliance to its Directors or Officers.
- 9.5 Operating Budget.** An annual operating budget of the Alliance shall be prepared by the Treasurer of the Alliance and approved by the Board of Directors each year prior to the beginning of the Alliance's fiscal year.
- 9.6 Books and Records.** There shall be kept at the principal office of the Alliance correct books of accounts of all the business and transactions of the Alliance. All books and records of the Alliance may be inspected at a reasonable time by any Director, or his or her agent or attorney, for any proper purpose upon fifteen days written notice to the Secretary of the Alliance.
- 9.7 Internal Accounting Reviews and Periodic Formal Audits.** The Board of Directors shall require the Alliance to conduct, at least annually, an internal review of the safeguards and controls for the keeping of its books and accounting records. The Board at its discretion may at any time require an independent professional be engaged to **compile, review or audit the financial statements and supplementary information** of such books and records.
- 9.8 Severability.** Any determination that any provision of these By-laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-laws.

## ARTICLE X - Duration and Dissolution

The duration of the Alliance shall be perpetual, except that it may be dissolved in the manner provided by the District of Columbia Nonprofit Corporation Act. If for any reason the Alliance is to be dissolved or otherwise terminated, no part of the property of the Alliance or any of the proceeds shall be distributed to or inure to the benefit of any of the Directors of the Alliance. Upon dissolution of the Alliance: (i) all monetary contributions to the Alliance by its Members (excluding initiation fees, annual dues or other assessments paid as a qualification for becoming a member and/or retaining eligibility for membership in the Alliance) shall be returned to the

Member that made such contribution on a pro rata basis, and (ii) all property and proceeds of the Alliance which remain after payment of the amounts specified in clause (i) of this Article X, shall, subject to the discharge of valid obligations of the Alliance, and to the applicable provisions of the District of Columbia Nonprofit Corporation Act, be distributed as directed by a vote of the Board of Directors exclusively for the purposes of the Alliance, among one or more entities of the type which qualify for exemption under Sections 501(c)(3) or 501(c)(6) of the United States Internal Revenue Code of 1986, as amended (or corresponding future provisions of the federal tax law).

## **ARTICLE XI - Indemnification and Insurance**

**11.1 Indemnification.** Unless otherwise prohibited by law, the Alliance shall indemnify any Director or Officer, former Director or Officer, or any person who may have served at its request as a Director or Officer of another corporation, whether for profit or not for profit, against expenses (including, without limitation, attorney's fees) actually and necessarily incurred by him or her or imposed on him or her in connection with the defense of any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) in which he or she is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he or she shall be adjudged in such claim, action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled, under any By-law, agreement, vote of the Board of Directors, or otherwise.

**11.2 Insurance.** The Alliance shall have the power to purchase and maintain insurance to indemnify the Alliance for any obligation that it incurs as a result of a decision by the Board of Directors to indemnify any Directors, Officers or employees.

## **ARTICLE XII - Amendments**

These By-laws, or any one or more of the provisions thereof, may only be altered, amended or repealed and new By-laws may only be adopted by a majority vote of the entire Board of Directors at any regularly constituted meeting of the Board of Directors; provided, however that any By-law requiring an affirmative vote of at least three-fourths (3/4ths) of the Board of Directors entitled to vote thereon may only be amended by an affirmative vote of at least three-fourths (3/4ths) of the Board of Directors at any special meeting of the Board of Directors called for the purpose of amending such By-law, and provided further that any By-law requiring a unanimous vote of the Board of Directors entitled to vote thereon may only be amended by a unanimous vote of the Board of Directors at any special meeting of the Board of Directors called for the purpose of amending such By-law.

## **ARTICLE XIII – Conflict-of-Interest Policy**

The Board shall, with advice of counsel, adopt a written conflict-of-interest policy and shall require each Director, upon adoption of the policy, upon appointment of the Director and at least annually thereafter, to certify in writing their compliance with such policy.

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Amended: November 10, 2003 (Article VI, 6.2(a) - Voting Rights for Supplier Director)  
Amended: January 11, 2005 (Article VI, 6.2(a) - Designating Alternates for Directors)  
Amended: April 9, 2006 (Article III, 3.5 - Timeframe for Resignations from Membership)  
Amended: February 4, 2011 (Article IV, 4.1 - Generic Language for Two Meetings)  
Amended: November 4, 2011 (Article IX, 9.7 - Annual Audits) Removed  
Amended: November 4, 2011 (Article IX, 9.7 - Accounting Reviews & Periodic Audits) Added  
Amended: November 4, 2011 (Article 3, 3.1(b) - Condition of Membership) Added  
Amended: November 4, 2011 (Article XIII – Conflict-of-Interest Policy) Added  
Amended July 30, 2015 (Article XI or 9.7 – Accounting Review and Periodic Audits revised)  
Amended April 21, 2020 (Article XI or 9.7- Accounting Review and Periodic Audits revised)