



POLICY & PROCEDURES MANUAL

First Edition ■ June 2004
Second Edition ■ July 2007
Third Edition ■ July 2009
Edited ■ January 2011
Edited ■ July 2011
Edited ■ March 2012
Edited ■ March 2019

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Preamble. The North American Gaming Regulators Association, hereinafter referenced as “NAGRA”, exists to provide an open forum for the exchange of information between or among member regulatory agencies and between member regulatory agencies and both trade affiliates and educational/institutional members. It is governed by its officers and directors, hereinafter referenced as “the Board”, the bylaws of NAGRA, and this manual. In turn, this manual implements the bylaws and is guided by them. If a difference is found between this manual and the bylaws, the bylaws will prevail. Changes to this manual are subject to approval by the Board and may be made without notice to the membership.

I. Officer and Board Position Descriptions and Responsibilities

A. President

1. Provides Leadership to the Board, which sets policy and is responsible for carrying out the mission of NAGRA.
2. Facilitates a strategic planning process with the Board to identify the future direction of NAGRA.
3. Directs the Board's attention to matters relating to structure, role and mission as a regulatory association and facilitates decisions regarding these areas to meet the needs of the membership.
4. Implements and supervises the business and affairs of NAGRA within guidelines, as outlined in the bylaws, and is the principal executive officer of NAGRA.
5. Oversees the financial planning, monitors financial reports of NAGRA and approves all NAGRA expenditures.
6. Acts for NAGRA when its governing body is not in session, consistent with its bylaws and policies.
7. Executes contracts and documents on behalf of NAGRA in accordance with the bylaw.
8. Works with the Management Company to ensure that the terms of the contract are met.
9. Acts as the primary spokesperson for NAGRA and maintains a high level of exposure with other regulatory agencies and legislative bodies.
10. Presides over and sets the agenda for all NAGRA Board and business meetings or may delegate this responsibility to the Vice-president in his/her absence.
11. Works in partnership with the Vice-president and the chairperson of the NAGRA Committees and approves the content of sessions to be offered at NAGRA Conferences.
12. Appoints Committee Chairs and Members to all Committees established by the Board.
13. Provides an article for each NAGRA newsletter.
14. Is an ex-officio member of all Committees except the Nominating Committee.
15. Conducts conference site inspections and selects conference locations, with the Vice-President.
16. Attends all Board meetings, the Annual General Meeting, and the annual Conference, if at all possible.

B. Vice-President

1. Presides over Board and Committee meetings in the absence of the President.
2. Performs additional duties as may be assigned by the President.
3. Works in partnership with the President and the Chairpersons of the various conference committees in determining seminar content and approves the final agenda items.
4. Assumes the critical job responsibilities of any vacant Board Member position or, in consultation with the President, assigns those duties to other Board Members until a new appointment can be made.
5. Communicates with Board Members to ensure completion of tasks, in partnership with the President.
6. Represents NAGRA at events not attended by the President upon request from the President.
7. Assists the President in planning agendas and developing background materials for meetings of the Board.
8. Reviews the Financial Statements of NAGRA and assists the Board in ensuring that the funds and investments of NAGRA are prudently managed.
9. Conducts conference site inspections and recommends conference locations, with the President.
10. Oversees the activity of Committee(s) on behalf of the Board.
11. Assists committees in conference.
12. Approves expense reimbursement of the President.
13. Attends all Board meetings, the Annual General Meeting, and the annual Conference, if at all possible.

C. Treasurer

Section VII identifies specific financial policies and procedures which will direct the Treasurer in the following duties;

1. Maintains responsibility for custody of all funds and securities of NAGRA that may come into NAGRA's hands. The Board may assign some duties related to financial documents and functions to a Management Company to assist with day-to- day operations of NAGRA, which the Treasurer will oversee.
2. Keeps accurate financial records for NAGRA.
3. Maintains responsibility to ensure all NAGRA funds are deposited in the name and to the credit of NAGRA in such banks or depositories as the Board may designate and in accordance to the bylaws.
4. Presents statements of NAGRA accounts at the annual meetings of the Board and whenever required by the Board or by the President.
5. Ensures deposit slips, cheques and drafts received by NAGRA are endorsed as ordered by the Board and in accordance to the bylaws, ensuring proper depositing and recording of transactions.
6. Maintains responsibility to ensure all cheques, drafts and disbursement of NAGRA funds are as requested by the President and approved by the Board as outlined in the bylaws.

7. Provides the President and the Board an account of transactions by the Treasurer and reports on the financial condition of NAGRA.
8. Maintains responsibility to ensure all necessary tax returns, reports and forms are filed in a timely manner, in conjunction with the Management Company.
9. Attends all Board meetings, the Annual General Meeting, and the annual Conference, if at all possible.
10. Performs other duties as assigned by the President or the Board.

D. Secretary

1. Attends all meetings of the Board and records the meeting minutes.
2. Finalizes the minutes of Board meetings and distributes the minutes to the President and Board members within a reasonable time prior to the date of the next scheduled meeting.
3. Maintains membership records and records of meeting attendance, in conjunction with the Management Company.
4. Supplies appropriate information for the Management Company to procure plaques pins or other awards to be presented at the business meetings.
5. Maintains copies of the latest amended bylaws, contracts, and the minutes of the meetings.
6. Preserves all past records of NAGRA.
7. Coordinates efforts with the President regarding membership issues and member- ship awards.
8. Attends all Board meetings, the Annual General Meeting, and the annual Conference, if at all possible.
9. Performs other duties as assigned by the President or the Board.

E. Regional Director

1. Provides information to potential members in written format or through public speaking engagements.
2. Invites non-members to attend conferences.
3. Distributes brochures or information regarding NAGRA at other regulatory events.
4. Serves as member liaison and shares member concerns regarding NAGRA with the Board for discussion
5. Solicits participation from members by requesting members to submit articles for the NAGRA newsletter.
6. Attends Board meetings, discusses his/her region's goals, and provides comments regarding regional issues.
7. Assists in the preparation of the newsletter and other projects as assigned by the President
8. Promotes the Board's mission, not only to members but also to non-member organizations.
9. Attends the annual Conference and the Annual General Meeting, if at all possible.
10. Performs other duties as assigned by the President or the Board.

F. Committee Chairs

1. Organize and manage the conference breakout session(s) and obtain content approval from the President or Vice-President.
2. Identify the information needs of NAGRA membership regarding specific regulatory areas.
3. Meet with the Board to keep it informed of the future direction of a Committee and to discuss policy issues.
4. Communicate directly with the President and Vice-President regarding the comps that may be provided to guest speakers at conferences.
5. Work directly with the Management Company to identify equipment needs for the conference speakers.
6. Attend the annual Conference, the Annual General Meeting, and the Board/Committee Chair meeting, if at all possible. If unable to attend, a designee who can attend must be appointed.

G. Past President

1. Assists the President and Vice-President in supervising the business and affairs of NAGRA.
2. Provides the Board with a historical perspective of past NAGRA activities.
3. Works with other Board members on projects deemed necessary by the Board.
4. Attends all Board meetings, the Annual General Meeting, and the annual Conference, if at all possible.
5. Performs other duties as assigned by the President or the Board.

H. NAGRA Board members must make every effort to attend the annual Mid-year and Conference board meetings; the Annual General Meeting, and monthly teleconferenced meetings. Should any incumbent be unable to perform some or all of the duties and responsibilities of a position for a short period of time, he or she should give notice, in advance, if possible, to the President. Should an incumbent be no longer able to perform the duties of the position, he or she should notify the President and resign from the position. In extreme cases, where it is identified as a detriment to the ongoing operational aspects of the Board, the President may consider that post vacated, and appoint a replacement, subject to confirmation by the Board.

III. Conference Policies and Procedures

A. Complimentary Services

1. As a general rule, NAGRA will only consider requests for complimentary hotel accommodations, meals, travel allowances or a waiver of registration fees to keynote speakers or presenters who are not member agencies or trade affiliates.
2. NAGRA may waive or reduce conference registration fees for:
 - sponsors of major events associated with the conference;
 - members of the press or trade publications; or
 - individuals from member agencies who provide administrative assistance during a conference and who will not be attending all conference sessions.

3. All members are encouraged to participate fully in NAGRA activities, and especially the annual conference. Active participation includes the development of session topics for the conference, moderating or presenting sessions, providing instruction to other member agencies, and/or serving on the Board or as a Committee Chair.
4. NAGRA is not in a position to provide complimentary registrations to all members who participate in the organization or with the conferences. Similarly, NAGRA is not in a position to provide some members with complimentary registrations, but not others.
5. All complimentary registrations must be approved by the President. Requests must be made in writing, along with sufficient background information to justify the request.
6. The President will reserve the right to override this policy in extreme cases of un- due hardship, where it can be demonstrated that the absence of a specific member or members will cause a serious negative effect on the conference or the organization as a whole.
7. NAGRA will, in conjunction with the conference hotel, provide tokens of appreciation to Board Members and Committee Chairs. Tokens of appreciation may include amenities such as upgraded rooms and/or gift baskets, as deemed appropriate in the circumstances by the President.

B. Member and Non-Member Fees

1. Current NAGRA members will pay a conference registration fee that is less than non-members. Non-members may be extended the member rate if they have submitted an application for membership or have expressed serious interest in joining NAGRA, but would like to attend a conference to assess the value of NAGRA membership.

C. Conference Cancellation Refund Policy

1. As a general rule, NAGRA will try to accommodate members who have registered for a conference and are subsequently unable to attend. NAGRA will promptly refund all registration fees, less a \$50 service charge, if written notification is provided more than seven days prior to the start of the conference.
2. NAGRA will not issue any refunds for cancellations received less than seven days prior to the conference start date. NAGRA will permit registration fees to be transferred to another individual, if notification is received prior to the conference start date.
3. NAGRA is not responsible for room cancellation fees which may be levied by the hotel when a conference registrant cancels attendance.
4. A waiver of this policy may be granted by the President due to extenuating circumstances, such as serious illness or death in the registrant's immediate family; natural disasters (e.g. flood) affecting the registrant's home or office; or unexpected mandatory court appearances.

D. Conference Registration "Drop-In" Fee

1. One or more staff of the host agency, or a registered attendee of a NAGRA- sponsored event, may pay a 'drop-in fee' as determined by the President, to attend a single session. The drop-in fee may include an amount to cover the cost of related meals and breaks.

E. NAGRA Policy on Survey Requests (See also ListServs, Item XIV.)

1. Staff should forward all requests to the NAGRA President for approval.
2. Requests should be from a current NAGRA member.
3. The subject matter of the survey should be of value to NAGRA members.
4. The survey will be branded as a “NAGRA” survey, i.e. we will not merely serve as a distribution and collection vehicle for another organization.
5. The results of all surveys conducted by NAGRA will be posted in the members-only section of the NAGRA website for the benefit of all NAGRA members.
6. The Board will monitor the number and frequency of survey requests and reserves the right to limit the number of surveys if they become too frequent and too burdensome for members.

III. Newsletter Procedures

A. Frequency

1. The NAGRA newsletter is published on a quarterly basis.

B. Publication Schedule

1. Publication dates are set by the Management Company, in consultation with the President and Board.

C. Format

1. The newsletter will be laid-out and distributed in an electronic format and catalogued on the website. Members are to be notified of new issues via email and provided a hotlink to the pdf.

D. Articles Due

1. All articles are due 10 days (or nearest later business day) prior to the publication date.

E. Newsletter Coordinator and Contributors

1. The Managing Director shall coordinate the development and submission of articles to the Management Company for layout and publication. Regional Directors should all contribute at least one article relevant to their region per issue of the newsletter.

F. Article ideas

1. Preview/wrap-up of conference topics
2. Regional news.
3. Conference information
4. Information on Board members

5. Various statistics
6. NAGRA benefits
7. Industry events
8. Key NAGRA contacts
9. Recognitions/awards
10. Editorials
11. Board business
12. Nominations/elections
13. Website information

G. Advertising

1. NAGRA does not currently accept sponsorship of, or advertising in, the newsletter.

H. Jurisdictional updates:

1. Regulatory members are strongly encouraged to review and revise their online Jurisdictional updates to inform the membership of local developments which may be of general interest.

IV. Membership Policies and Procedures

A. Regulators

1. Any state, provincial, or federal bureau, Tribal or First Nation, city or local unit of government, commission, regulatory agency or other entity in the United States, Canada or Mexico, or their territories, that is lawfully charged with the regulation and enforcement of any aspect of any type of gaming may become a member of NAGRA, upon payment of the appropriate membership fee and adherence to all the rules contained in the Articles of Incorporation, the bylaws and other rules of NAGRA. If more than one state or provincial agency has such jurisdiction within the same state or province, each state or provincial agency shall be eligible for and should maintain a separate membership. (See also Section G - Reciprocal Membership.)
2. Membership shall be held in the name of the agency, commission, bureau, or other entity. The person in charge of each member organization, or their designated representative, shall serve as the primary representative of such member at NAGRA functions.

B. Trade Affiliates

1. Any other interested party may become a "trade affiliate" upon the payment of a fee determined by NAGRA and acceptance by a majority of members. The affiliate fee shall not be less than 150 percent of the fee charged to members. Trade affiliates shall not be authorized to vote or attend closed meetings of NAGRA, but they may attend the Annual General Meeting.
2. Trade affiliate status may be terminated at any time by a majority vote for any

reasonable cause at any meeting of the members. Acceptance as a trade affiliate shall not be construed or represented as an endorsement or guarantee of any type regarding the affiliate's product(s), service or business reputation. Trade affiliates shall not advertise, publish or promote said affiliation, unless the phrase "trade affiliate" immediately precedes, in letters of the same size, any and all references to the affiliate's association with NAGRA.

C. Honorary Members

1. The Board may elect honorary members by a unanimous vote of the members present. Honorary members shall be exempt from payment of any fees whatever. The honorary members will not be eligible to hold any position on the Board or serve as a committee chair.
2. All NAGRA Past Presidents shall be considered for honorary membership. To qualify, they must not be employed with an organization that is currently a Regulator or Trade Affiliate Member, nor any organization that is a prospect for Regulator or Trade Affiliate membership.

D. Educational Institution and Nonprofit Membership

1. This membership category is open to educational institutions and nonprofit organizations with an interest in the regulation of gaming. Members in this category will not be eligible to vote on NAGRA matters, or to hold any position on the Board or serve as a Committee Chair, but are entitled to all other benefits of membership.
2. Membership dues for this category will be determined by the Board, subject to approval by the membership at the next Annual General Meeting, or by electronic ballot.

E. APPLICATIONS

1. **Regulator.** Any entity qualified as a Regulator shall be admitted as a member respectively upon written application to the president or secretary, payment of membership dues, and approval at a meeting of the Board.
2. **Trade Affiliate Membership.** Any entity qualified as a Trade Affiliate shall be admitted upon written application to the president or secretary, payment of membership dues, and approval by a majority of members at a regularly-scheduled closed meeting of NAGRA, or by electronic ballot.
3. **Educational Institution and Nonprofit Membership.** Any entity qualified as an Educational Institution shall be admitted upon written application to the president or secretary, payment of membership dues, and approval at a meeting of the Board.

F. Procedure for approval of Trade Affiliate or Educational Institution Applicants for Membership.

1. The Trade Affiliate or Educational Institution completes the applicable Application form (both are on the NAGRA website).
2. The completed forms are sent to NAGRA's Management Company.
3. The Management Company faxes the forms to the Chair of the Investigators' Committee, along with any other background information.
4. If the applicant indicates licensure or registration in any jurisdiction, the Committee Chair contacts the applicable regulator to determine the applicant's history.
5. The Committee Chair contacts other members of the Committee to determine if the applicant is:
 - (a) Known by anyone;
 - (b) Licensed or registered in any other jurisdiction not listed on the application;
 - (c) Currently in good standing, or if disciplinary action has been taken, or if any issued License or Registration has been suspended, cancelled or revoked.
6. The Committee Chair may then contact members of law enforcement agencies or other contacts located within the applicant's home state or province to determine if there are or have been any criminal or civil matters involving the applicant.
7. The Committee Chair presents the report to the Board for consideration.
8. After consideration, the Board may request that an electronic notice be sent to all regulatory members with a request for additional comments, approval or disapproval.
9. If no negative information is received and if there are no objections, the Committee Chair makes a motion to accept the applicant during the NAGRA Business Meeting. With an electronic vote; the President should identify to the membership all new members approved throughout the year.
10. The Committee Chair must maintain documents and detailed records of all steps taken.

G. Renewal and Recruitment

1. Renewal: The Management Company will send up to three statements to current members as a part of the membership renewal process:

First statement – Mid-June

Second statement – Early-July

Final statement – Mid-August

Following sending the third statement, the list of remaining unrenewed memberships is to be forwarded to the President and Regional Directors, or designee(s), for personal contact.

2. Recruitment: At the beginning of each calendar year, the Management Company will research new contacts at non-member agencies and prepare a mailing containing both an invitation to join NAGRA and information about the annual Conference. When this mailing is sent out, after Board review, the list of recipients, sorted by region, will be sent to the Regional Directors for personal contact.

H. Reciprocal Memberships

1. To encourage the mutual exchange of information, NAGRA will permit other non-profit associations of regulatory agencies to join NAGRA as “members” without cost, if the association provides a similar benefit to NAGRA.
2. Only the Executive Members of any such association will be added to the NAGRA membership list.
3. NAGRA will only permit the executive members of any such association to register for NAGRA conferences at the “member” rate. Such privileges will not apply to members of any such association.
4. Any such association will be required to complete and submit a Member Application form and provide all necessary documentation required to substantiate itself as an association with goals and objectives similar to those held by NAGRA.
5. An association comprised of members that are for-profit, or that may have goals and objectives which are similar to NAGRA trade affiliates, may be eligible for reciprocal membership as a trade affiliate.
6. All reciprocal memberships must be approved by the NAGRA Board.

V. Copyright, Web and Data Privacy Policy

A. Copyright

NAGRA publications are the property of NAGRA and may not be reproduced or copied without the express written permission of NAGRA.

B. Information Collection and Use

NAGRA is the sole owner of the information collected on the NAGRA website. NAGRA will not sell, share, or rent this information to others in ways different from what is disclosed in its web and data privacy policy.

C. Cookies

A cookie is a piece of data stored on the user’s hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on the NAGRA site. Once the user closes their browser, the cookie simply terminates. For instance, by setting a cookie on our site, the user would not have to log in a password more than once, thereby saving time while on our site. If a user rejects the cookie, they may still use our site. The only drawback to this is that the user may be limited in some areas of our site.

D. Log Files

NAGRA use IP addresses to analyze trends, administer the site, track user’s movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

E. Sharing

NAGRA will share aggregated demographic information with our granting agencies. This is not linked to any personal information that can identify any individual person.

F. Links

The web site contains links to other sites. NAGRA is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by the web site.

G. Newsletter

If a user wishes to subscribe to the NAGRA newsletter, we ask for contact information, such as name and email address.

H. Surveys

From time-to-time, the NAGRA site requests information from users via surveys. Participation in these surveys is completely voluntary and the user therefore has a choice whether or not to disclose this information. Requested information may include contact information (such as name and address), and demographic information (such as zip code, age level). Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

I. Tell-A-Friend

Someone who uses the NAGRA referral service for informing a friend about the NAGRA site will be asked for the friend's name and email address. NAGRA will automatically send the friend a one-time email invitation to visit the site. NAGRA stores this information for the sole purpose of sending this one-time email. The friend may contact NAGRA, at info@nagra.org, to request removal of this information from the database.

J. Security

The website takes every precaution to protect user information. When users submit sensitive information via the website, information is protected both online and off-line. NAGRA uses SSL encryption to protect sensitive information online, and does everything in its power to protect user-information off-line. All user information, not just the sensitive information mentioned above, is restricted in NAGRA's Management Company offices. Only Management Company employees who need the information to perform a specific job are granted access to personally identifiable information. Management Company employees must use password-protected screen-savers when they leave their desks. When they return, they must re-enter their password to regain access to user information. Furthermore, ALL Management Company employees are kept up-to-date on security and privacy practices. Every quarter, as well as any time new policies are added, Management Company employees are notified and/or reminded about the importance we place on privacy, and what they must do to ensure that user information is protected.

K. Special Offers

NAGRA sends all new members a welcoming email to verify password and user- name. Established members will occasionally receive information on projects, services, and a newsletter. Out of respect for the privacy of users, NAGRA presents the option not to

receive these types of communications. Choice and opt-out information is below.

L. Site and Service Updates

NAGRA also sends the user site and service announcement updates. Members are not able to unsubscribe from service announcements which contain important information about the service. NAGRA communicates with the user to provide requested services and in regards to issues relating to their account via email or phone.

M. Correction/Updating Personal Information

If a user's personally identifiable information changes (such as zip code), or if a user no longer desires our service, NAGRA will endeavor to provide a way to correct, update or remove that user's personal data provided to it. This can usually be done at the member information page, or by emailing NAGRA at info@nagra.org.

N. Choice/Opt-out

NAGRA's users are given the opportunity to 'opt-out' of having their information used for purposes not directly related to the NAGRA site at the point where they are asked for the information. Users of the NAGRA site are always notified when their information is being collected by any outside parties. NAGRA does this so users can make an informed choice as to whether or not they should proceed with services that require an outside party.

O. Notification of Changes

If NAGRA decides to change its privacy policy, it will post those changes on its web site so users are always aware of what information NAGRA collects, how information is used, and under what circumstances, if any, it will be disclosed. If, at any point, NAGRA decides to use personally identifiable information in a manner different from that stated at the time it was collected, NAGRA will notify users by way of an email. Users will have a choice as to whether or not NAGRA may use their information in this different manner. NAGRA will use information in accordance with the privacy policy under which the information was collected.

VI. Recognition and Awards Policy

- A. NAGRA may honor retiring Board Members and Committee Chairs with a suitable gift in recognition of their service to NAGRA. Board members or Committee Chairs who have served NAGRA but resign due to changes in job function may also be recognized for their contribution.
- B. Gifts may be provided upon completion of cumulative service to the Board or Committee during the conference which immediately follows the expiry of the term.
- C. In exceptional circumstances, the gift may be presented at a conference prior to the expiry of a term (i.e. where an individual has resigned from the Board due to a change in job function and/or the individual will no longer be permitted by their employer to participate in NAGRA activities).

D. In cases where an individual has resigned prior to a conference and will not be in attendance, recognition may be noted during the appropriate Business Meeting. The gift may be shipped, along with a letter of appreciation to the individual wherever he or she may be.

E. The type of award/gift may be:

Past President: Desk Clock with Inscription

Board Member and Committee Chair: Wall Plaque with Inscription

Inscriptions may read:

Presented to:

Position:

Years of Service:

In appreciation for your service and dedication to the North American
Gaming Regulators Association.

F. Excellence in Gaming Regulation Award. An award may be given each year, at the NAGRA Annual Meeting, to an individual who has demonstrated excellence in the field of gaming regulation. A call for nominations is to be sent to the members of NAGRA towards the end of each calendar year and a committee established to review the nominations and determine a winner.

VII. Financial Policies and Procedures

- A. The Treasurer maintains contact with the financial and management staff of NAGRA's Management Company to review income/expenditure and financial reports prepared by the Management Company and to assess NAGRA's compliance with the finalized adopted annual budget. Following the Treasurer's monthly review of the financial statements, the Treasurer will forward the statements to the Board with any comments.
- B. The Treasurer, with support from the Management Company, prepares a proposed annual budget for NAGRA, submits it to the Board for discussion and approval, and prepares and transmits the finalized adopted annual budget to all members of the Board prior to the start of the next fiscal year.
- C. Utilizing information from financial reports provided by NAGRA's Management Company, the Treasurer will provide timely advice to the officers and members of the NAGRA Board about any major discrepancies, irregularities or negative patterns/trends in NAGRA's compliance with the finalized adopted annual budget and recommends appropriate corrective action(s) to address and abate them.
- D. NAGRA Check Writing Procedures: The Treasurer shall maintain an adequate balance in the established trust account to cover all payables. The Management Company shall receive all invoices at its office. The invoices shall be approved in writing by an approved Management Company designee, who then will direct the accountant to set-up the invoices for payment in the accounting software. The accountant shall email the list of payables to the Treasurer for approval, along with

images of the invoices. Upon Treasurer approval, the Treasurer will forward the list (electronically) to the President for approval. Upon the President's approval, the checks shall be produced by the accountant, signed by the approved Management Company designee, and mailed. The Treasurer shall review, on a monthly basis, financial reports, bank reconciliations, and the check register for accuracy and integrity. The Management Company shall be a signatory on the main checking account, but not may take actions concerning it without the approval of the President or Treasurer. The Management Company shall not be a signatory on the investment account.

E: The treasurer shall have access to all online accounts.

VIII. Confidentiality and Conflict of Interest

A. Introduction

Members of the NAGRA Board and staff carry certain duties and responsibilities for the well being of the organization. The following policies on confidentiality and conflict of interest outline some of those duties and responsibilities in accordance with governing documents.

B. Confidentiality

Board members and staff will have access to information that, if revealed to outsiders, could be damaging or sensitive to other members or staff, harmful to the best interests of the organization, or even create legal liability. Information provided to the Board and staff may concern personnel, financial, contractual, membership or legal matters. It will often be confidential and is intended for use in decision-making and governance. Information shall be held in the strictest of confidence and shall not be divulged to any outside party, including other members, without authorization of the President or approved Managing Director.

C. Conflicts of Interest

Board members and staff members owe a high fiduciary duty to the organization. Thus, no Board or staff member shall maintain any business enterprise or other activity that directly conflicts with the interests of the organization. Staff members shall not solicit members for any reason that is not directly related to official business.

D. Violations

Violations of these policies may result in disciplinary action in accordance with the governing documents. Discipline may include removal of a Board member from office and proposed disciplinary action for an employee of the Management Company or termination of the Management Company's contract.

IX. Standards Approval Policy

A. NAGRA standards will be developed or amended by committees appointed by the President. Any NAGRA member may recommend to the President the appointment of a committee to develop a new standard or review an existing standard for possible amendment. The majority of the committee must consist of regular members, one of

whom shall be appointed Committee Chair, but trade affiliates may also serve as members. All NAGRA members should be afforded the opportunity to comment on a new or revised standard.

- B. The committee's final recommended draft standard (draft) will be submitted to the President for electronic dissemination to the Board for review and comment. Board members will provide comment on the recommended draft directly to the President.
- C. The President will submit the Board's comments to the committee chair for inclusion in the draft. After review by the committee, the committee chair will return the amended draft to the President for placement on the NAGRA website with comments, if applicable.
- D. Upon receipt of the amended draft from the President, the NAGRA Management Company will notify all NAGRA members and trade affiliates via e-mail to advise them of the posting and invite comments to the committee chair for a specific period of time.
- E. The committee chair will submit the comments to the committee for consideration and to decide whether or not to include the comments in the final draft.
- F. The committee chair will electronically submit the final draft to the President for electronic dissemination to the Board for final review and approval.
- G. Upon approval by the Board, the standard will be posted on the NAGRA website for electronic vote by the voting members of NAGRA.
- H. Upon adoption, the Management Company will post the newly approved standard in the appropriate location on the NAGRA website. Additionally, the Management Company will notify all members that the new standard is available on the website.
- I. In a given area of standards development, the Board may determine that NAGRA need not develop its own standards because acceptable standards already exist. In such cases, NAGRA will not adopt existing standards, to preclude a perception that it endorses them over others which may have been developed or adopted by other NAGRA members. Rather, NAGRA will merely indicate that there are regulatory agencies that have established standards and post available links on the NAGRA website.

X. Whistleblower Policy

This Whistleblower Policy (A) encourages anyone to come forward with credible information on illegal practices or serious violations of NAGRA policies; (B) specifies that NAGRA will protect the person from retaliation; and (C) identifies where such information can be reported.

- A. Encouragement of reporting. NAGRA encourages complaints, reports or inquiries about illegal practices or serious violations of NAGRA's policies, including illegal or improper conduct by NAGRA itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties,

accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which NAGRA has existing complaint mechanisms should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via NAGRA's human resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

B. Protection from retaliation. NAGRA prohibits retaliation by or on behalf of NAGRA against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. NAGRA reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

C. Where to report. Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to NAGRA's Managing Director or the President of the Board, or, if both of those persons are implicated in the complaint, report or inquiry, it should be directed to the Vice President. NAGRA will conduct a prompt, discreet, and objective review or investigation. Staff, volunteers, and complainants must recognize that NAGRA may be unable to evaluate a vague or general complaint fully, report or inquiry that is made anonymously.

XI. Document Retention and Destruction Policy

This Document Retention and Destruction Policy identifies the record retention responsibilities of the Management Company, volunteers and members of the Board for maintaining and documenting the storage and destruction of NAGRA's documents and records. It is the responsibility of the Board to assure this policy is followed.

A. Rules.

1. Paper or electronic documents indicated under the terms for retention below will be transferred and maintained by NAGRA's contracted Management Company.
2. **No paper or electronic document will be destroyed or deleted if it is pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.**

B. Terms for retention.

1. Retain permanently:

Governance records – Charter and amendments, bylaws, other organizational documents, governing Board and Board committee minutes.

Tax records – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.

Intellectual property records – Copyright and trademark registrations and samples of protected works.

Financial records – Audited financial statements, attorney contingent liability letters.

2. Retain for the term of the agreement plus three years:

Lease, insurance, and contract/license records – Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements.

3. Retain for one year:

All other electronic records, documents and files – Correspondence files concerning official NAGRA business, past budgets, bank statements, publications, employee manuals/policies and procedures, survey information.

C. Exceptions.

Exceptions to these terms for retention may be granted only by NAGRA's Board of Directors.

XII. Policy on the Process for Determining Compensation

This policy applies to the compensation of NAGRA's contracted Management Company.

A. This process includes the contract with NAGRA's Management Company and any other contractual arrangement which may be determined necessary in the administration of NAGRA. Any such contract is subject to review and approval by the Board.

B. Persons with a conflict of interests, or a perceived conflict of interests, with respect to any contract arrangement or negotiation at issue, must recuse themselves from this review and approval process.

XIII. Joint Venture Policy

NAGRA must evaluate its participation in joint venture arrangements under Federal tax law and take steps to safeguard its exempt status with respect to such arrangements. This applies to any joint ownership or contractual arrangement through which there is an agreement to undertake a specific business enterprise, investment, or exempt-purpose activity jointly, as further defined below.

A. Joint ventures or similar arrangements with taxable entities. For purposes of this policy, a joint venture or similar arrangement (or a "venture or arrangement") means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity without regard to:

1. whether NAGRA controls the venture or arrangement;
2. the legal structure of the venture or arrangement; or
3. whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. A venture or arrangement is disregarded if it meets both of the following conditions:

(a) 95% or more of the venture's or arrangement's income for its tax year ending within NAGRA's tax year is excluded from unrelated business income taxation [including,

but not limited to:

- (1) dividends, interest, and annuities;
- (2) royalties;
- (3) rent from real property and incidental related personal property except to the extent of debt-financing; and
- (4) gains or losses from the sale of property]; and

(b) the primary purpose of NAGRA's contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.

B. Safeguards to ensure exempt status protection. NAGRA will:

1. negotiate in its transactions and arrangements with other members of the venture or arrangement such terms and safeguards adequate to ensure that NAGRA's exempt status is protected; and
2. take steps to safeguard NAGRA's exempt status with respect to the venture or arrangement. Some examples of safeguards include:
 - (a) control over the venture or arrangement sufficient to ensure that it furthers the exempt purpose of the organization;
 - (b) requirements that the venture or arrangement gives priority to exempt purposes over maximizing profits for the other participants;
 - (c) that the venture or arrangement not engage in activities that would jeopardize NAGRA's exemption; and
 - (d) that all contracts entered into with the organization be on terms that are arm's length or more favorable to NAGRA.

XIV: NAGRA Listserv Code of Conduct

A. NAGRA Listserv is a member benefit provided for the exclusive use of NAGRA members in good standing. Questions and exchanges of information on NAGRA Listserv are intended for educational and networking purposes.

B. By joining and using NAGRA's listserv service, a user agrees to read and comply with the NAGRA Listserv Code of Conduct and the NAGRA Antitrust Policy. Each participant agrees to indemnify and hold NAGRA harmless for all claims, potential claims, causes of actions, lawsuits or any other consequences, whether foreseeable or unforeseeable, in all respects whatsoever.

C. Violations of the NAGRA Listserv Code of Conduct will subject the user to disciplinary actions by NAGRA including, but not limited to, suspension or expulsion from NAGRA Listserv, or in the case of gross misconduct, a forfeiture of NAGRA membership. NAGRA does not actively monitor or censor the site for inappropriate postings. However, if inappropriate posting is brought to NAGRA's attention, NAGRA will take all appropriate action.

D. Users will receive an onscreen notice providing them with contact information and listing the following rules governing the use of NAGRA Listserv services:

- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything in a listserv message you would not want the world to see or anyone to know came from you.
- Do not forward, print and send or otherwise relay information from the Listserv outside of your organization. NAGRA Listserv messages are to be read and utilized by NAGRA members ONLY.
- Do not include anyone in your emails to Listserv in the “to” or “cc” or “bcc”.
- This could result in that person receiving all replies to your email which is a violation of the Listserv Code of Conduct.
- Do not challenge or attack others. The discussions on the lists are meant to stimulate conversation, not create contention.
- Use caution when discussing products or services, and the companies providing such products and services. Information posted on the lists is available for all to see, and comments are subject to libel, slander, and antitrust laws. However, feel free to explain your situation regarding products, services and companies while avoiding unflattering labels. Think behavioral interviewing: what happened, who did what, and the outcome.
- Solicitation of business from other members based on information obtained from

NAGRA Listserv or attendance at NAGRA educational events/programs is strictly prohibited.

- Include a signature tag on all messages. Include your name, organization, phone, address (including city, state and zip), and email address.
- Only send a message to the entire list when it contains information from which everyone can benefit. Send messages such as "thanks for the information" or "me, too" directly to individuals--not the entire list. (Use reply, and not Reply to All.)
- Please turn off the read receipt function.

XV: Antitrust Compliance Board Policy

A. NAGRA is committed to strict compliance with federal and state antitrust laws. The antitrust laws are designed to promote free and open competition and to penalize any activities that unreasonably lessen business rivalry. These activities include agreements among competitors on prices, agreements to boycott third parties, and agreements to divide markets. Because NAGRA meetings bring together competitors, any unauthorized discussion of such topics can lead to an inference that an illegal agreement was reached. Accordingly, the following guidelines apply to any meeting or other activity conducted under the auspices of NAGRA:

1. A Board-appointed NAGRA representative shall be present at all times.
2. There shall be no discussion of prices, discounts, or other terms and conditions of sale without the prior authorization of NAGRA’s President.
3. There shall be no discussion of the areas in which members will complete or the products and services that they will offer.
4. There shall be no discussion of any agreement or understanding to boycott a third

part or to deal with it only on certain terms.

5. Without prior authorization, there shall be no discussion of agreements to deal exclusively with certain parties, requirements that purchasers of particular products or services purchase other products or services, standard-setting, certification, statistical services, or codes of ethics and other self-regulatory activities.

6. NAGRA's Secretary or staff shall keep minutes of all meetings and immediately terminate any discussion that may violate these guidelines.

B. Severe civil and criminal penalties, including fines and imprisonment, can result from violations of these antitrust laws. Whenever in doubt about how to apply these guidelines, the officers, members, and guests of NAGRA should consult its President or Managing Director.

XVI: Managing Director

As an employee of the Management Company, the Managing Director performs as primary liaison between the Board and the Management Company. In general, the terms of the management contract specify the duties of the Managing Director; at a minimum, the duties include

1. Under direction from the President and the Board, coordination with Management Company staff in the conduct of day-to-day NAGRA business.
2. Maintenance of NAGRA books and records in conjunction with the Secretary and the Treasurer.
3. Preparation of draft annual and conference budgets in conjunction with the Treasurer.
4. With the Management Company Event Coordinator, assistance to the President and Vice-President in preparation of the annual conference budget, selection of the conference site, negotiation of terms with the conference site, and determination of the conference agenda.
5. Subject to Board review, assembly of material for, and publishing of, the NAGRA newsletter.
6. Attendance of Board meetings and the annual conference.
7. Maintenance of the NAGRA website.
8. Solicitation of new members for NAGRA and processing of membership applications.
9. Advice to the Board on financial policy and procedures.