

**OPERATING AGREEMENT  
OF  
AMERICAN ACADEMY OF FORENSIC SCIENCES STANDARDS BOARD,  
LLC**

This Operating Agreement ("**Agreement**") of American Academy of Forensic Sciences Standards Board, LLC, a Colorado limited liability company ("**Standards Board**"), is adopted by the Standards Board's sole member, American Academy of Forensic Sciences, an Illinois not- for-profit corporation as of February 10, 2016.

The AAFS Executive Committee modified this Agreement to correct minor typographical errors on July 22, 2016 and it was later ratified by the AAFS Board of Directors on August 2, 2016.

**RECITALS**

A. The American Academy of Forensic Sciences ("**AAFS**" and sometimes referred to herein as the "**Academy**") is a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). The Executive Director of the AAFS has the authority to act on behalf of the Academy, unless specifically stated in this document that a specific action is to be performed by the Board of Directors of AAFS or other agent of the Academy.

B. The Academy operates to advance science and its application to the legal system, to promote education, to foster research, to improve practice and to encourage collaboration in the forensic sciences.

C. The Academy seeks to further its charitable purposes by participating in the development of documentary standards, including performance standards, technical reports, best practice guidelines and other relevant documents in the forensic community ("**Forensic Standards**" and "**Technical Reports**"), and making such standards and documents available to forensic service providers, prosecutors and defense attorneys.

D. In furtherance of the foregoing purposes, the Academy has organized the Standards Board to serve as an Accredited Standards Developer recognized by the American National Standards Institute ("**ANSI**"), and in that capacity, in accordance with the due process and consensus building requirements as published from time to time by ANSI, develop, review, approve and issue voluntary consensus Forensic Standards and Technical Reports and to adjudicate appeals relating to the development and administration of Forensic Standards as further provided herein.

**ARTICLE I  
THE STANDARDS BOARD**

1.1. Name. The name of the Standards Board is American Academy of Forensic Sciences Standards Board, LLC.

1.2. Term. The Standards Board commenced on the date the articles of organization were delivered to the Colorado Secretary of State for filing and shall continue until dissolved under Article X.

## **ARTICLE II CAPITALIZATION**

2.1. Capital Contributions. The Member has made an initial capital contribution to the Standards Board on the date hereof in the amount of \$1,000. The Academy may, but is not required to, make additional capital contributions to the Standards Board. Notwithstanding the foregoing, to the extent any gift or grant agreement ("**Gift or Grant Agreement**") entered into by the Academy requires that grant or gift funds be employed for the purposes set forth in Paragraphs C and D of the Recitals ("**Charitable Purposes**") all such grant or gift amounts shall, to the extent required in the Gift or Grant Agreement, be contributed to the Standards Board or applied by the Academy in furtherance of the Charitable Purposes specified in such Gift or Grant Agreement.

2.2. Loans. To the extent not inconsistent with the terms of any Gift or Grant Agreement, the Academy may, in lieu of any capital contribution, loan funds to the Standards Board on terms and conditions as determined in good faith by the Executive Director of the Academy to be reasonable.

## **ARTICLE III TAX MATTERS**

3.1. Disregarded Entity. The Standards Board is at all times intended to be regarded as a disregarded entity for purposes of the Code, with all of its revenues and expenses treated as revenues and expenses of the Academy for federal income tax purposes. As a wholly-owned subsidiary of the Academy, the Standards Board is a "disregarded entity" for federal and state income tax purposes, and all tax items (such as income, expenses, deductions, and credits) generated by the Standards Board will be reported on the Academy's income or information tax returns.

3.2. Maintenance of 501(c)(3) Status. The Academy shall at all times maintain its status as a charitable organization described in Sections 501(c)(3) and 509(a)(1) or (2) of the Code. The Academy and the Standards Board shall at all times take such steps as are required to maintain the status of the Standards Board as a disregarded entity of the Academy, such that all gifts and grants received by the Standards Board, and all expenditures of the Standards Board, shall be treated for purposes of the Code as gifts and grants received by the Academy, and as expenditures of the Academy. The Standards Board shall not admit any person as a second member to the Standards Board.

3.3. Tax-Exempt Purpose. As a wholly-owned subsidiary of the Academy, the Standards Board exists solely to advance the Charitable Purposes and shall operate exclusively to further such purposes. No part of the property or net earnings of the Standards Board shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except the Standards Board shall be authorized and empowered to pay reasonable compensation for

services rendered and to make payments and distributions in furtherance of the Charitable Purposes.

3.4. Limitations on Activities. The Standards Board shall not carry on propaganda, or otherwise attempt to influence legislation, nor participate in, or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office, carry on any voter registration drive.

#### **ARTICLE IV DISTRIBUTIONS**

4.1. Distributions. Subject to limitations imposed on distributions to limited liability company members under applicable law, distributions shall be made to the Academy at the times determined by the Academy. No distribution shall be made to the Academy of funds that are required to be expended in accordance with the terms of any Gift or Grant Agreement.

4.2. Loan Repayment. Except to the extent permitted under the terms of a Gift or Grant Agreement, no loan to the Standards Board may be repaid with the proceeds of any Gift or Grant Agreement.

#### **ARTICLE V MANAGEMENT AND OPERATIONS**

5.1. Introduction and Summary of Governance and Operational Structure. Articles V, VI and VII of this Agreement address the management and operations of the Standards Board, the purpose, formation and procedural rules of the Academy Standards Board and Consensus Bodies. A summary of the major aspects of these provisions follows:

- 5.1.1. As its sole member, the Academy is the parent entity of the Standards Board, and as such has the powers provided herein.
- 5.1.2. The Academy shall manage the finances of the Standards Board.
- 5.1.3. The Executive Director of the Academy has the authority to appoint the Secretariat and shall serve as the supervisor to the Secretariat.
- 5.1.4. The Secretariat shall serve as the Chief Operating Officer of the Standards Board and shall manage the Standards Board.
- 5.1.5. The Secretariat shall assist the Academy Standards Board in its duties and shall serve as a non-voting member of the Academy Standards Board ("**Academy Standards Board**" is defined in Section 6.1).
- 5.1.6. The Secretariat and staff of the Standards Board shall be treated as employees of the Academy or the Corporation, or both, as determined by the Academy.

5.1.7. The officers of the Standards Board shall be comprised of a President, Vice President/President Elect, Secretary and Treasurer. Such positions shall be filled in an ex-officio capacity by officers of the Academy, as follows:

- The President of AAFS shall serve as President;
- The President Elect of AAFS shall serve as Vice President/President Elect;
- The Secretary of AAFS shall serve as Secretary; and
- The Treasurer of AAFS shall serve as Treasurer.

5.1.8. In addition to the duties of the Officers associated with their positions, the Officers of the Standards Board shall have the duty to oversee and monitor the performance of the Secretariat.

5.1.9. The Academy Board of Directors shall appoint the Academy Standards Board members.

5.1.10. The Academy Standards Board oversees corporate policies and procedures and ensures adherence to the *ANSI Essential Requirements* and the *Academy Standards Board Procedures for the Development of American National Standards*.

5.1.11. The Academy Standards Board is responsible for Consensus Body appointments ("**Consensus Body**" is defined in Section 7.1).

5.1.12. The Secretariat and Standards Board staff shall assist the Consensus Bodies in their efforts.

5.1.13. The Academy Standards Board handles disputes and appeals.

This Article V, and Articles VI and VII of this Agreement shall be interpreted and applied in a manner consistent with the provisions of this Section 5.1.

5.2. Management by Secretariat. The Secretariat shall serve as the Chief Operating Officer of the Standards Board. As such, the management of the Standards Board and its staff shall be vested in the Secretariat. The Academy's Executive Director shall appoint the Secretariat who may, but need not be, a member of the Academy. The Academy's Executive Director and the Standard Board's officers shall monitor and oversee the performance of the Secretariat. Any person appointed as Secretariat shall hold that position until removed by the Academy's Executive Director or such person's resignation or failure to serve. In the event of any vacancy in the Secretariat position, the Executive Director of the Academy shall serve as Secretariat until such time as the vacancy is filled.

5.3. Additional Responsibilities of Secretariat. In addition to serving as manager of the Standards Board, the Secretariat shall serve as a liaison between the Academy Standards Board and each Consensus Body, shall report to the Academy Standards Board with respect to the operations of each Consensus Body and shall serve as a non-voting member of the Academy

Standards Board. The Secretariat shall be responsible for coordinating the operations of each Consensus Body. The Secretariat may be an employee of the Academy, the Standards Board, or both.

5.4. Limitations of Authority of Secretariat. Notwithstanding the powers and authorities granted to the Secretariat herein, except as authorized by the Academy Standards Board, as such board is operated pursuant to Article VI, or any Consensus Body as such body is established and operated pursuant to Article VII, the Secretariat shall have no right to supervise or taken any action on behalf of the Academy Standards Board or any Consensus Body.

5.5. Management Powers of the Secretariat. Subject to the limitations of this Section 5.4 and such other limitations as may be imposed on the Secretariat in any agreement appointing the Secretariat, the Secretariat may, on the Standards Board's behalf and in the Standards Board's name, administer the business and affairs of the Standards Board and do or cause to be done anything necessary or appropriate for the Standards Board's business. The Secretariat may execute or delegate the execution of any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with managing the affairs of the Standards Board. Notwithstanding the foregoing, the following actions require the prior written consent of the Executive Director of the Academy:

- 5.5.1 engage in any transaction between the Secretariat or its affiliates, on the one hand, and the Standards Board, on the other hand;
- 5.5.2 cause the Standards Board to take any action as debtor under applicable bankruptcy, insolvency or similar laws;
- 5.5.3 cause the Standards Board to merge or consolidate with any other person;
- 5.5.4 amend this Agreement, or change or modify the name of the Standards Board;
- 5.5.5 except with respect to funds loaned to the Standards Board by the Academy, cause the Standards Board to borrow money, or execute any mortgages, deeds of trust, pledges, notes, or other evidence of indebtedness, or issue guaranties on behalf of the Standards Board for the obligations of any person;
- 5.5.6 invest funds in instruments other than time deposits, short-term government obligations or commercial paper;
- 5.5.7 institute, commence, appear in, defend or settle any litigation or action in the name of, or for the benefit of, the Standards Board;
- 5.5.8 cause the Standards Board to make a loan or other extension of credit to any person;  
or
- 5.5.9 cause the Standards Board to enter into any agreement or transaction, or take any action, that is unrelated to the Standards Board's purpose.

5.6. Staff. Subject to the prior approval of the Executive Director of the Academy, the Secretariat may hire staff to serve the Standards Board. Such staff may be retained to assist the Secretariat in (i) the administration and management of the Company; (ii) the Secretariat's duties with respect to the Academy Standards Board of the Consensus Bodies, or (iii) both. Such staff may be employees of the Academy, the Standards Board, or both.

5.7. Administrative Support Services and Insurance. The Academy shall provide such administrative support services, including administration of Standards Board finances and human resource management, as the Academy's Executive Director in good faith determines to be reasonably necessary. The Academy shall include the Secretariat and the Standards Board's officers and staff in liability insurance coverages maintained for the Academy's directors, officers and staff.

5.8. Indemnification of Secretariat, Officers, Staff and Academy Standards Board. The Academy shall indemnify and hold harmless the Academy, Secretariat, Standards Board officers and staff and members of the Academy Standards Board, (each an "**Indemnified Person**") against any loss, claim, damage, or expense (including reasonable attorneys' fees and costs) arising out of any claim, demand, suit or action related to the performance or non-performance of any act concerning the business or the activities of the Standards Board, unless, as a result of such Indemnified Person's performance or non-performance of such act, such person is judged guilty in a final judgment by a court of competent jurisdiction of gross negligence, gross misconduct, or willful malfeasance in connection therewith. The Standards Board shall reimburse such Indemnified Person's for all costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such person is a party, as such costs and expenses are expended or incurred, subject to such person's obligation to repay all such amounts if the Indemnified Person is ultimately determined not to be entitled to indemnification pursuant to this Section 5.9.

5.9. Indemnification of Other Parties. Academy may indemnify employees, members of any Consensus Body, or other parties by adopting a resolution identifying by name or by position the party entitled to indemnification, and the scope of indemnification provided.

## **ARTICLE VI ACADEMY STANDARDS BOARD**

6.1. Board. The Standards Board, in coordination with the Academy, shall establish and maintain an Academy Standards Board, which shall be established and maintained as provided herein. The appointment, composition and terms of Academy Standards Board are set forth in Sections 6.3 and 6.4, below.

6.2. Authority and Responsibility. Upon accreditation by ANSI, the Academy Standards Board shall serve as an ANSI-Accredited Standards Developer with respect to Forensic Standards and shall administer each Consensus Body established hereunder, all in accordance with ANSI essential requirements as published by ANSI ("ANSI Essential

Requirements"). Should such accreditation be revoked or not be granted, the Academy Standards Board shall exist as an independent, non-affiliated Standards Development Organization while the Academy Standards Board seeks re-accreditation by ANSI. Should such re-accreditation not be granted within 18 months, the AAFS Board of Directors shall cause the Academy to terminate and dissolve the Academy Standards Board in accordance with the provisions of Article X. In all cases the Academy Standards Board shall follow the latest approved version of the Academy Standards Board Procedures for the Development of American National Standards as such procedures may be amended and restated from time to time. As an ANSI accredited Standards Development Organization, the Academy Standards Board shall ensure compliance with ANSI Essential Requirements related to notification to ANSI of the commencement of any project to develop or modify a Forensic Standard or Technical Report. In connection therewith, the Academy Standards Board shall be charged with the following items:

- 6.2.1. Reviewing and, when appropriate, approving by two-thirds majority (defined as 4 of 5, 4 of 6 or 5 of 7 voting members once a quorum has been established) actions requiring a Project Initiation Notification ("**PINS**") notification to ANSI, such as proposals for Forensic Standards or Forensic Standards-related projects, revision of Forensic Standards, discontinuance of Forensic Standards or Forensic Standards-related projects or other Forensic Standards projects within the scope of the Academy;
- 6.2.2. Approving, by a two-thirds majority (defined as 4 of 5, 4 of 6 or 5 of 7 voting members once a quorum has been established), the submittal of Forensic Standards and Technical Reports to ANSI following Consensus Body approval of those documents;
- 6.2.3. Maintaining Forensic Standards, Technical Reports and Best Practice Recommendations developed by Academy Standards Board;
- 6.2.4. Adopting policy and procedures for interpretations of the Forensic Standards, Technical Reports and Best Practice Recommendations developed by Consensus Bodies;
- 6.2.5. Approval by two-thirds majority (defined as 4 of 5, 4 of 6 or 5 of 7 voting members once a quorum has been established) changes to Academy Standards Board operating procedures and/or interest groups;
- 6.2.6. Administering of appeals relating to the repeal, modification or development of Forensic Standards and Technical Reports, pursuant to written appeals procedures as published and modified from time to time by the Academy Standards Board in compliance with *ANSI Essential Requirements*, which appeal procedures shall include protocols for procedural appeals; and
- 6.2.7. Other actions as needed to maintain and uphold ANSI accreditation based on compliance with *ANSI Essential Requirements*.

6.3. Appointment. The Academy Standards Board shall be comprised of seven voting members, all of whom shall be active full members, fellows or retired full members of the Academy appointed by the Academy's Board of Directors; plus the Secretariat who may participate in all meetings of the Academy Standards Board as a non-voting member (but who shall be treated as a member for purposes of establishing a quorum). Voting members of the Academy Standards Board may be nominated by the Academy's Board of Directors, or the Secretariat. The members of the Board of Directors of AAFS shall appoint the Chair of the Academy Standards Board, who shall serve for a term of twelve months ending on the last business day in February of each year, or, if later, until his or her successor is duly appointed.

6.4. Term and Resignation. Initial appointments to the Academy Standards Board shall be for terms of one (1), two (2), or three (3) years; thereafter all members shall be appointed for terms of three (3) years, such that after the initial terms, the terms of at least two, but not more than three, members shall expire annually. Each voting member may serve for a maximum of two consecutive terms. Any member may resign his or her service at any time upon written notice to the Academy Standards Board. Any vacancy shall be filled for the remainder of the vacant term. A term of less than three years (including any partial term resulting from filling a vacancy) shall count toward the term limit unless the initial term was held for less than one (1) year.

6.5. Meetings. Meetings of Academy Standards Board members may be called by or at the request of the Secretariat or two or more members for the purpose of transacting such other business as may be required to carry out the purposes and duties of the Academy Standards Board, including those purposes and duties set forth in Section 6.2. The Academy Standards Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular meetings. Reimbursement of voting members for any travel or other expenses shall be provided in accordance with such policies and procedures as may be established by the Academy.

6.6. Notice. Notice of each meeting of the Academy Standards Board stating the place, day and hour of the meeting shall be given to each member at the member's business address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least one day prior thereto by personal delivery or written notice or by telephonic, email, or facsimile notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If transmitted by email or facsimile, such notice shall be deemed to be given when the transmission is completed. Neither the business to be transacted at, nor the purpose of, any meeting of the Academy Standards Board need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

6.7. Waiver of Notice. Any member of the Academy Standards Board may waive notice of any meeting before, at or after such meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where such member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and at the beginning of the meeting or promptly upon the member's later arrival, the member objects to holding the meeting or

transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

6.8. Presumption of Assent. A member of the Academy Standards Board who is present at a meeting of the Academy Standards Board at which action on any matter is taken shall be presumed to have assented to the action taken unless such member's dissent shall be entered in the minutes of the meeting or unless the member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretariat immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.

6.9. Quorum and Voting. Two-thirds of the members of the Academy Standards Board (defined as (i) 6 of 8 members, including, for purposes of determining a quorum the Secretariat, a non-voting member and, (ii) in those cases where due to resignation or any other failure to fill a position there are only six voting members, 5 of 7 members, including, for purposes of determining a quorum, the Secretariat) shall constitute a quorum for the transaction of business at any meeting of the Academy Standards Board, and, except as provided in Section 6.2, or as otherwise required under the *ANSI Essential Requirements*, the vote of a majority of the voting members present (defined as at least 3 of 5 or 4 of 6 or 7) in person at a meeting at which a quorum is present shall be the act of the Academy Standards Board. No voting member may vote or act by proxy at any meeting of the Academy Standards Board.

6.10. Meeting Formats. Members of the Academy Standards Board may participate in a meeting of the board by means of conference telephone, internet-based participatory meeting systems, or similar communications technologies by which all persons participating in the meeting can hear and/or see each other at the same time. Such participation shall constitute presence in person at the meeting.

6.11. Action Without a Meeting.

6.11.1. Voting Procedure. Any action required or permitted to be taken at a meeting of the Academy Standards Board may be taken without a meeting if written notice is transmitted to each voting and non-voting member of the Academy Standards Board pursuant to Section 6.6 and each voting member either: (a) votes in writing for such action; (b) votes in writing against such action; (c) abstains in writing from voting; or (d) fails to respond by the time stated in the notice. Proposals for such action and votes for or against the same by the voting members of the Academy Standards Board may be submitted via electronic mail, consistent with the requirements of this Section 6.11. As used herein, any written action includes actions communicated by electronic communications, include e-mails and computer based remote participation systems.

6.11.2. Action Taken. Action is taken under this Section 6.11 only if at the end of the time stated in the notice, the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the members of the Academy Standards Board then in office were present and voted.

- 6.11.3. Notice Required. The notice required by 6.11.1 shall state (i) the action to be taken; (ii) the time by which a voting member of the Academy Standards Board must respond; and (iii) that failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting. Unless such notice states a different effective date, action taken pursuant to this Section 6.11 shall be effective at the end of the time to respond stated in the notice.
- 6.11.4. Revocation of Vote. Any voting member of the Academy Standards Board may revoke such vote in writing executed and delivered within three days of the member's initial vote. Such revocation shall only be effective if it is received by the Executive Director of the Academy prior to the earlier of (i) the expiration of such three-day period or (ii) the receipt of the written consent to such action from all remaining voting members.
- 6.11.5. Manner of Notice. All communications under this Section 6.11 may be transmitted or received by the Academy Standards Board by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this Section 6.11, communications to the Academy Standards Board are not effective until received by the Academy Standards Board.
- 6.11.6. Validity of Action. Action taken pursuant to this Section 6.11 has the same effect as action taken at a meeting of the members of the Academy Standards Board and may be described as such in any document.
- 6.11.7. Recordkeeping. All written instruments necessary for any action taken pursuant to this Section 6.11 shall be filed with the minutes of the meetings of the Academy Standards Board. In the event action is taken by the requisite affirmative vote of the voting members of the Academy Standards Board, the emails describing such action and the affirmative votes therefor shall be stored with, and in the same manner, as the minutes of the meetings of the Academy Standards Board. (By way of clarification, to the extent necessary to carry out the foregoing sentence, emails or other electronic communications containing affirmative votes shall be printed out as "hard copies" and shall be included with the paper records of the minutes of the meetings of the Academy Standards Board so long as such minutes are kept by the Standards Board in physical form).
- 6.11.8. Confidentiality, Conflict of Interest and Other Policies. Academy Standards Board members shall abide by the Standards Board's confidentiality, conflict of interest and other policies. The Academy Standards Board may adopt such other policies and protocols supplementing this Agreement as the Academy Standards Board deems necessary or appropriate to administer *ANSI Essential Requirements* and/or to adhere to the latest version of the *Academy Standards Board Procedures for the Development of American National Standards*.

## ARTICLE VII CONSENSUS BODY

7.1. Consensus Body. The Standards Board shall establish and oversee one or more committees (each a "**Consensus Body**") which will consist of individuals appointed by the Academy Standards Board to advise and assist with the development of Forensic Standards, Technical Reports, Best Practices Recommendations and related documents. As determined by the Academy Standards Board, multiple, separate and distinct Consensus Bodies may be established for the review and establishment of Forensic Standards, Technical Reports and Best Practices Recommendations and related documents. An individual may be appointed to serve on more than one Consensus Body. The Secretariat or a staff member reporting to the Secretariat shall be a non-voting member (whose presence does not count towards a quorum) of each Consensus Body.

7.2. Authority and Responsibility. Each Consensus Body shall have the following duties and obligations:

7.2.1. Creating and approving by consensus (as that term is defined in the *ANSI Essential Requirements*) Forensic Standards to be submitted to the Academy Standards Board for approval.

7.2.2. Conducting Forensic Standards development in accordance with the latest version of the *Academy Standards Board Procedures for the Development of American National Standards* relating to balance, lack of dominance, due process, consensus and right of appeal.

7.2.3. Considering comments, views and objections to ballots and resolving all negative comments received in connection with the development of Forensic Standards.

7.2.4. Taking other Consensus Body action as provided in the latest version of the *Academy Standards Board Procedures for the Development of American National Standards*, or as required under the *ANSI Essential Requirements*.

7.2.5. Responding to requests for interpretations of Forensic Standards published by the Academy Standards Board.

7.3. Appointment, Term, and Termination.

7.3.1. The Consensus Body shall strive to consist of no fewer than 7 and no more than 25 members. The Consensus Body shall be sufficiently diverse to ensure reasonable balance in accordance with the ANSI Essential Requirements. No more than one third of the members of a Consensus Body shall be representatives of any one interest category, as delineated in the latest version of *Academy Standards Board Procedures for the Development of American National Standards*.

7.3.2. Any interested person may submit an application to the Secretariat for membership on the Consensus Body. Members of the Consensus Body shall consist of persons or individuals representing entities from various interest

categories, including but not limited to organizations, companies, government agencies, and individuals having interest in the activities of the Academy, forensic sciences, law enforcement, legal and/or other actions impacted by forensics and forensic standards.

- 7.3.3. The Academy Standards Board will oversee the initial establishment of the Consensus Body and periodically review the composition of the Consensus Bodies. It shall direct remedial actions if it deems that there is insufficient balance among the current members of the Consensus Body or if there is perceived dominance in any Consensus Body. The Academy Standards Board will strive to achieve balance and avoid dominance in or across interest categories in the process. The Academy Standards Board, after taking into account recommendations of the Secretariat, shall appoint the initial members of the Consensus Body.
- 7.3.4. The selection and addition of members following the establishment of the initial Consensus Body shall be subject to the review of the Secretariat and a majority vote of the total number of voting members of the Academy Standards Board. The termination of any member of a Consensus Body shall be subject to the review of the Secretariat and majority vote of the voting members of the Academy Standards Board.
- 7.3.5. The Consensus Body shall at all times be constituted to ensure conformance with *ANSI Essential Requirements* and the latest version of the *Academy Standards Board Procedures for the Development of American National Standards*. In designating members of the Consensus Body, the Academy Standards Board will consider:
- i. The need for active participation by each interest category;
  - ii. the potential for achieving or maintaining balance and non-dominance in representation;
  - iii. the extent of interest expressed by the applicant and the applicant's willingness to participate actively;
  - iv. the qualifications of any representatives identified by the applicant organization, company or government agency; and
  - v. the qualifications of members who are considered subject matter specialists.
- 7.3.6. Review of Membership. The Chair of each Consensus Body shall review the Consensus Body membership list at each meeting of the Consensus Body with respect to the criteria of Section 7.3.5. Consensus Body members are expected to fulfill obligations of active participation and respect for consensus. When a member is found in default of these obligations, the Chair of the Consensus Body shall direct the matter to the Academy Standards Board for appropriate and timely action, which may include termination of membership on the Consensus Body.
- 7.3.7. Consideration of Removal of Consensus Body Membership. Consensus Body members may be removed for the following, but not necessarily all inclusive, reasons:

- i. Failure to attend three consecutive meetings, where attendance includes in- person, telephonically, or electronically; or
- ii. Failure to return three consecutive ballots.

7.3.7.1 In each of the above circumstances the Chair of the Consensus Body shall correspond with the member to ask if the member is interested in continuing membership and forward the response (if any) to the Secretariat. The member shall be placed in non-voting status and only regain voting status upon attendance at two consecutive meetings. If the member does not attend both of the consecutive meetings of the Consensus Body following notification by the Chair, the Academy Standards Board shall act to remove the member from the Consensus Body.

7.3.7.2. The Academy Standards Board may remove a member of a Consensus Body for any reason(s) or cause deemed appropriate by a majority vote of the Academy Standards Board (defined as 4 of 6 or 7, depending upon the number of voting members participating in the meeting of the Board). Such removal may be based, for example, upon disruption or prevention of the mission and/or the processes of a Consensus Body.

7.4. Interest Categories. All appropriate interests that are directly and materially affected by the Forensic Standards activity of the Academy Standards Board shall have the opportunity for fair and equitable participation in the Consensus Body. The interest categories are defined in the latest version of the *Academy Standards Board Procedures for the Development of American National Standards*. The Academy Standards Board may revise the *Academy Standards Board Procedures for the Development of American National Standards*, including the definition of the interest categories.

7.5. Meetings.

7.5.1. Scheduling. Meetings of consensus bodies shall be held in accordance with the requirements of the *Academy Standards Board Procedures for the Development of American National Standards*, Meetings of the Consensus Body may be scheduled:

- i. As Decided by the Consensus Body. In such event, the scheduling of the meeting by the consent of the Consensus Body shall be recorded in the minutes of the meeting where the next meeting was scheduled. In such event, the Chair of the Consensus Body shall notify the Secretariat of the scheduled meeting so that it can be posted in relevant media. At least three-weeks ' notice of such meetings shall be given by the Secretariat, which notice shall be accompanied by an agenda.
- ii. As Requested by the Secretariat. In such event, the Secretariat shall notify all of the members of the Consensus Body directly. The

Secretariat shall state the reason for scheduling the meeting and provide an agenda. The Secretariat shall post notice of such meeting in appropriate media and shall provide not less than five days advance notice of such meeting to the members of the Consensus Body.

- iii. By Petition of a Majority of the Members of the Consensus Body. In such event, the petition, signed by a majority of the voting members (defined as half of the voting members, rounded up to the nearest integer, plus one) of the Consensus Body and proposed agenda shall be provided to the Secretariat. The Secretariat shall post notice of such meeting in appropriate media and shall provide not less than five days advance notice of such meeting to the members of the Consensus Body.

The above requirements do not apply to sub-groups or working groups of the Consensus Body. Such groups may schedule their meetings as is needed, but they must notify the Chair of the Consensus Body and the Secretariat and provide each with a proposed agenda prior to the meeting. Within two weeks of each meeting, each working group shall submit meeting minutes to the Consensus Group Chair and the Secretariat.

- 7.5.2. Quorum. A majority of the voting members of the Consensus Body (defined as half, rounded up to the nearest integer (plus one) of active members - that is not including suspended members) shall constitute a quorum for conducting business at a meeting. If a quorum is not present, actions requiring voting shall only be taken subject to subsequent confirmation by ballot - electronic balloting is acceptable - or vote at a future meeting.

7.6. Voting. Votes may be obtained by letter, fax, recorded votes at a meeting or electronic means approved by the Academy Standards Board.

- 7.6.1. Manner of Voting. Procedural actions, including approval of editorial revisions, shall have a motion and a second in order to proceed to a vote. The meeting notes shall record the motion and the votes in the following format:

For / Against / Abstain / Not present at the time of the vote / Total

A simple majority (defined as half, rounded up to the nearest integer, plus one) of the voting members participating in the meeting is required for a motion to pass.

- 7.6.2. Right to Vote. All members shall be given the right to vote final approval of a Standard or Technical Report, called a 'letter ballot' regardless of attendance at meetings, unless suspended from voting privileges as described in Section 7.3.7. Except in regard to votes on membership and officer-related issues, each member shall vote one of the following positions:

- i. Affirmative
- ii. Affirmative, with comment;
- iii. Negative, with reasons; the reasons for a negative vote shall be given

and shall include specific wording or actions that would resolve the objection; or

- iv. Abstain, with reasons. For votes on membership and officer-related issues, the yes/no/abstain method of voting shall be followed.

If reasons are not provided with a negative vote or an abstention, such vote shall be deemed invalid and not be counted in the total of votes - thus reducing the number of votes required for passage of the action.

### 7.6.3 Voting Period.

- i. Voting on procedural issues is done during meetings and between meetings through electronic means using a system selected by the Academy Standards Board. When a procedural issue is voted upon between meetings, the Chair shall clearly state the period of voting on communication to all of the members.
- ii. On all other matters, the voting period for letter ballots shall end 30 days from the date of issue (14 days for recirculation votes) or as soon as all ballots are returned, whichever comes earlier. An extension may be granted at the chair's option when warranted. The Chair determines the period of voting during a meeting.

7.6.4 Communication for Ballots. For voting on non-procedural actions (a "letter ballot") a follow-up communication, including letter and/or email or other form of documentable electronic communication, requesting immediate return of the ballot shall be sent, as appropriate, to members and alternate members whose votes have not been received within 10 working days before the ballot closes.

7.6.5 Actions Requiring Approval by a Majority, Excluding Abstentions. For all actions requiring approval by a majority (defined as half, rounded up to the nearest integer, plus one, of Consensus Body members entitled to vote, excluding any member who formally abstains or refuses to vote), the vote shall be administered by the Consensus Body Chair. The following actions require approval by a majority of the membership of the Consensus Body either at a meeting or by letter ballot, fax or email:

- i Approval of consensus group officers;
- ii. Formation of a subgroup (often called a working group), including its procedures, scope and duties;
- iii. Disbandment of subgroups;
- iv. Approval of editorial revisions to draft standards, technical documents, best practice recommendations and other formal documents generated by the Consensus Body. This function may be delegated to a subgroup, with a majority of the participating members of the working group sufficient for approval of the procedural action. Members of a working group need not be members of the Consensus Body.

- 7.6.6 Actions Requiring Approval by a Two-Thirds Majority, Excluding Abstentions. For all actions requiring approval by a two-thirds majority (defined as two-thirds of the eligible voting members of the Consensus Body, rounded up to the nearest integer, excluding any member who formally abstains without explanation, refuses to vote or votes in the negative without explanation), the vote shall be administered by the Consensus Body Chair. The following actions require approval by a two-thirds majority (as defined in the foregoing sentence) of the membership of the Consensus Body either at a meeting or by letter ballot, fax or email:
- i. Approval of a new Forensic Standard for submission to become an American National Standard;
  - ii. Approval of Technical Reports and Best Practice Recommendations;
  - iii. Reaffirmation or withdrawal of a Standard, Technical Report or Best Practice Recommendation; and
  - iv. Approval of a revision or addendum to part or all of a Forensic Standard, Technical Report or Best Practice Recommendation.
- 7.6.7 Authorization of Letter Ballots. Letter balloting may take place electronically, by fax and/or by postal mail. The letter ballot shall be submitted to and administered by the Consensus Body Chair. A letter ballot shall be authorized by any of the following:
- i. Majority vote of those present at a Consensus Body meeting (defined as half, rounded up to the nearest integer plus one);
  - ii. The chair (or vice chair in the absence of the chair); or
  - iii. Petition of the majority of the Consensus Body (defined as half, rounded up to the nearest integer plus one).
- 7.6.8 Disposition of Views and Objections. When the balloting has been closed, the ballot tally including comments received, shall be forwarded by the Chair of the Consensus Body to the Secretariat. All such votes shall be recorded in minutes.
- 7.6.9 Disposition of Comments on PINS or Public Comment Listings. Prompt consideration shall be given to the written views and objections of all participants, including those commenting on either the PINS announcement or public comment listing in Standards Action. The Chair of the Consensus Body and the Secretariat shall confer on the response, with the response being sent by the Secretariat to the commenting party. Such correspondence shall be retained in the official records of the Academy Standards Board.
- 7.6.10 Report of final review. The final report of the voting shall be reported, by interest categories, to the Consensus Body and to ANSI if the document is to become an ANSI-approved document. Appropriate ANSI reporting forms shall be completed and submitted by the Secretariat or Standards Board staff.

7.7. Membership Rosters. The Secretariat and Standards Board staff, working in conjunction with the Chair of each Consensus Body, shall maintain a current and accurate Consensus Body roster. Such roster shall be available to the members and their Consensus Body representatives at each meeting of the Consensus Body, and otherwise upon request. The roster shall include the following:

- i. Title of the Consensus Body;
- ii. Scope of the Consensus Body;
- iii. Secretariat: name of organization;
- iv. Officers: chair and vice chair;
- v. Members: name of person, organization or agency, its representative and alternate as applicable, and business affiliations; or name and business affiliation of each member, and status (active/suspended);
- vi. Interest category of each member;
- vii. Tally of interest categories: total of voting members and subtotals for each interest category; and
- viii. For each operating subgroup (working group): title, chair and names and affiliations of all members (who need not be members of the Consensus Body).

7.8. Confidentiality, Conflict of Interest and Other Policies. Consensus Body Members shall abide by the Standards Board's confidentiality, conflict of interest and other policies.

7.9. Dissolution and Reconstitution of a Consensus Body.

7.9.1. A Consensus Body may be dissolved by a majority vote of the Academy Standards Board (defined as 4 of 7, or if there are less than seven members, as half, rounded up to the nearest integer (plus one, if necessary to establish a majority)) if all Forensic Standards, Technical Reports and Best Practice Recommendations associated with that Consensus Body have been retired and are no longer required to be administered by the Standards Board.

7.9.2. A Consensus Body may be dissolved and a new Consensus Body reconstituted by the Academy Standards Board if the Academy Standards Board (by a majority vote) reasonably determines that the Consensus Body may be unable to reach consensus with regard to the establishment or administration of a Forensic Standard or Technical Report. The Academy Standards Board may also remove development of a standard or other document from the work undertaken by a particular Consensus Body and assign it to another Consensus Body, without necessarily dissolving said Consensus Body.

7.10. Other Rules and Regulations. The Academy Standards Board may adopt additional rules and regulations deemed necessary for the administration of each Consensus Body, which rules and regulations will be consistent with current version of *ANSI Essential Requirements*

and/or the latest version of the *Academy Standards Board Procedures for the Development of American National Standards*.

## **ARTICLE VIII ACCOUNTS WITH FINANCIAL INSTITUTIONS**

8.1. Accounts. All Standards Board funds shall be deposited with a financial institution in such accounts as the Executive Director of the Academy designates. The Executive Director of the Academy may authorize persons to draw checks on Standards Board accounts, but such authority must be in writing.

## **ARTICLE IX AMENDMENTS**

9.1. Amendment. This Agreement may be amended in writing by the Academy upon approval of two-thirds of the Academy's Board of Directors. No amendment may be adopted that violates the terms of any Gift or Grant Agreement, or that is inconsistent with the *ANSI Essential Requirements*.

## **ARTICLE X DISSOLUTION AND WINDING UP**

10.1. Dissolution. The Standards Board shall dissolve, wind up and liquidate upon the determination of the Board of Directors of the Academy or decree of judicial dissolution of the Standards Board. Thereafter, the Standards Board shall continue solely for the purposes of winding up its affairs in an orderly matter. The Standards Board shall sell its property for cash or credit, or make distributions of property in kind to the Academy, as the Executive Director of the Academy determines.

10.2. Payment of Debts. In the course of liquidation, the Standards Board's property, to the extent sufficient, shall be applied and paid in the following order:

- (a) Debts to Others. To the payment and discharge of all of the Standards Board's debts and liabilities (other than those to the Academy), including the establishment of any necessary reserves;
- (b) Debts to Academy. To the payment and discharge of any debts or liabilities to the Academy.

10.3. Distributions. Any amounts remaining after making the payments provided for in Section 10.2 shall be distributed to the Academy or, if the Academy is dissolved, to one or more domestic corporations, societies, or organizations that are qualified for nonprofit and tax exempt status under Section 501(c)(3) of the Code and that are engaged in activities related or similar to the Academy's, otherwise it will be distributed to the federal, state, or local government for a public purpose.

10.4. Statement of Dissolution. When all debts, liabilities and obligations have been

paid and discharged, or adequate provisions have been made therefor, and all of the remaining property has been distributed to the Academy, the Executive Director of the Academy shall execute and file a Statement of Dissolution, pursuant to C.R.S. § 7-80-802, with the Colorado Secretary of State.

**ARTICLE XI  
MISCELLANEOUS**

11.1. Notices. Any notice, payment, demand or communication to be given pursuant to this Agreement shall be written and deemed given on the date delivered personally to the recipient, or on the third day after deposit by certified mail, postage and charges prepaid and addressed to the Standards Board or the Academy. Nothing in this Section 11.1 shall eliminate the validity, timeliness or effective date of any notice given by any means, electronic, facsimile or otherwise, as permitted in other provisions of this Agreement.

11.2. Governing Law. The laws of the state of Colorado shall govern the validity, construction and interpretation of this Agreement. Any action to enforce, construe or interpret this Agreement shall be brought in a court of competent jurisdiction in the state of Colorado.

11.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Academy and its successors and assigns.

11.4. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

*[signature page  
follows]*

In witness whereof, the undersigned has executed this Agreement as of the day and year first above written.

ACADEMY:

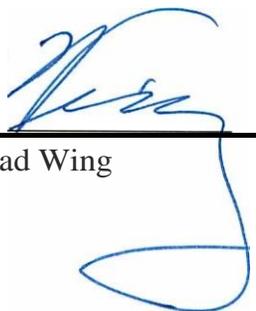
American Academy of Forensic Sciences,  
**an Illinois not-for-profit corporation**

By: 

Name: Victor W. Weedn, MD,  
JD Its: President

**ACCEPTANCE OF APPOINTMENT AS SECRETARIAT**

The undersigned hereby accepts its appointment as the initial Secretariat of the Standards Board pursuant to this Agreement as of the day and year first above written.

By:   
Brad Wing

[Signature page to Operating Agreement  
of  
American Academy of Forensic Sciences  
Standards Board, LLC]