

BYLAWS
OF
THE NATIONAL SPACE GRANT ALLIANCE, INC.

ARTICLE I

NAME

Section 1. Name. The name of the corporation shall be The National Space Grant Alliance, Inc. (the “Alliance”).

ARTICLE II

OFFICES

Section 1. Registered Office and Agent. The principal office of the Alliance shall be in the District of Columbia. The Alliance shall maintain a registered office and a registered agent whose office is identical with the registered office in the District of Columbia, as required by the District of Columbia Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the District of Columbia, and the address of the registered office may be changed from time to time by the Board of Directors.

Section 2. Other Offices. The Alliance also may have additional offices at such other places as the Board may determine or the business of the Alliance may require.

ARTICLE III

PURPOSES

Section 1. Tax-Exempt Purpose. The Alliance is organized as a nonprofit organization and shall be operated exclusively for the promotion of social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986 as amended. No part of the net earnings of the Alliance shall inure to the benefit of or be distributable to its Directors, officers, other private individuals, or organizations organized and operated for a profit (except that the Alliance shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as herein above stated), The Alliance shall not participate in nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, other than as

may be permitted by an organization that is exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986 as amended by reason of being described in section 501(c)(4) of such Code. All Directors and officers of the Alliance shall be deemed to have expressly consented and agreed that, upon dissolution or winding up of the affairs of the Alliance, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Alliance, dispose of the remaining assets of the Alliance exclusively for the purposes set out in the Articles of Incorporation and Bylaws.

Section 2. Organizational Purpose. The objects and purposes for which the Alliance is organized and operated are to promote the social welfare by engaging in such activities, as are permitted hereunder and under all applicable laws, to expand and enhance the capacity of the United States of America to carry out education, research, and public outreach activities in science, mathematics, engineering, and technology (SMET) and additional fields, related to space, aeronautics and Earth system science. In pursuit of these purposes, the Alliance will endeavor to:

- (1) Increase the financial and governmental support available to its membership for education, research, and public outreach activities in SMET and additional fields, related to space, aeronautics, and Earth system science.
- (2) Publicize the objectives and relevant activities of the Alliance and its members.
- (3) Seek to influence the activities of the local, state, and federal governments on behalf of the Alliance's membership, and
- (4) Seek to develop mutually beneficial relationships among private sector organizations, government agencies, colleges and universities, and the Alliance's membership.

ARTICLE IV

MEMBERS

Section 1. Members. The Alliance shall be a membership organization composed of one class of membership of no more than 52 members with each Space Grant Consortium which is a participant in the National Space Grant College and Fellowship Program being considered as one member. Each member will be represented by their respective designated representative, the director of the Space Grant Consortium. In the event that a member's designated representative is unable to attend a meeting of the Alliance, the designated representative may designate an alternate who shall have all the powers and duties of the designated representative.

Section 2. Powers and Duties of Members. The primary duty of the members of the Alliance shall be to continue their individual and group efforts towards the organizational purpose and goals as defined in Article III, Section 2. Attendance by the members' representatives at all meetings of the Alliance, and participation therein, including voting, is essential for the effective performance of the Alliance. Members shall pay their dues in a timely fashion. Members have the power to vote in elections for the Board of Directors, to determine the strategic direction of the

Alliance, including goals and objectives, and to approve the Annual Report of the Board of Directors.

Section 3. Membership Dues. The amount of the annual dues of the members shall be determined by the Board of Directors and shall be paid annually by such date as may be determined by the Board of Directors from time to time.

Section 4. Inactive Members Any Space Grant Consortium that becomes more than 9 months in arrears in payment of current dues or assessments is designated an Inactive Member until all payments of dues are fully current. Inactive members can not vote on motions before the Alliance, nor in Alliance elections, and can not be members of the Board of Directors.

Section 5. Annual and Special Meetings. A meeting of the Alliance shall be held at least once each year at such time, date, and place as shall be designated by the Board of Directors. Special membership meetings may be called by the Chair, the Board of Directors, or by not less than one third (1/3) of the members. All meetings of the Alliance shall be conducted using Parliamentary Procedure as defined in the most current edition of Robert's Rules of Order.

Section 6. Notice of Meetings. Written notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than sixty (60) days before the date of the meeting, personally, by mail, telephone, facsimile, courier or electronic mail, by or at the direction of the Chair, the Secretary, or the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to a director at his or her address as it appears on the records of the Alliance, with postage thereon prepaid.

Section 7. Quorum. Two-thirds (2/3) of the members shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board or committee thereof, the directors or committee members present thereat may adjourn the meeting from time to time until a quorum shall be present, and do so without notice other than an announcement at the meeting.

Section 8. Manner of Acting. Except as otherwise expressly required by law, the Articles of Incorporation or by these Bylaws, the affirmative vote of a majority of the members at any meeting of the Alliance at which a quorum is present shall be the act of the Alliance. Each member shall have one (1) vote. In the event that the number of members in attendance is an even number of persons, a majority means one-half of the number of such persons plus one.

ARTICLE V

DIRECTORS

Section 1. General Authority. The affairs of the Alliance shall be managed by or under the direction of a governing body of persons (individually designated as "Directors" and collectively as the "Board"), which may exercise all powers of the Alliance and do all acts and things permitted by law to be done by nonprofit corporation.

Section 2. Number, Classes and Election. The Board shall be composed of twelve (12) members who shall serve staggered three (3) year terms. The initial Board shall be named in the Articles of Incorporation and shall consist of four (4) members who will serve (1) year terms, four (4) members who will serve two (2) year terms and four (4) members who will serve three (3) year terms. Thereafter, the members of the Board of Directors shall be elected at an annual meeting of the members and each board member will serve a three (3) year term. Nominations for the Board may be made by an appointed committee, or from the floor. Voting shall be conducted by secret ballot. Newly elected Directors shall take office at the beginning of the next Alliance fiscal year following their election.

Section 3. Vacancies. Vacancies shall be filled by the appointment of the Chair until the next meeting of the Alliance members at which point a new Director shall be elected.

Section 4. Resignation. Any Director of the Alliance may resign at any time by giving written notice to the Board or the Chair. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or the Chair.

Section 5. Removal. Any Director may be removed from the board or from office by a two-thirds vote of the Board at any annual, regular or special meeting at which a quorum is present, for a violation of these Bylaws or by engaging in any other conduct prejudicial to the best interests of the Alliance. Such removal may occur only after the Director has been given adequate written notice of the charges against the Director and an opportunity to present his or her defense before the Board in the form of a written or oral presentation. In these regards, the Board shall act on the basis of reasonable and consistent criteria, always with the objective of advancing the best interests of the Alliance.

Section 6. Annual, Regular and Special Meetings of the Board of Directors. A regular annual meeting of the Board shall be held each year, at such time, date, and place as shall be designated by the Board of Directors, for the purpose of transacting such business as may come before the meeting. The Board of Directors may, by resolution, provide for the holding of additional regular meetings. Special meetings of the Board may be called by the Chair or a majority of the Board. All meetings of the Board of Directors shall be conducted using Parliamentary Procedure as defined in the most current edition of Robert's Rules of Order.

Section 7. Notice of Meetings of the Board of Directors. Written notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, personally, by mail, telephone, facsimile, courier or electronic mail, by or at the direction of the Chair, the Secretary, or the persons calling the meeting, to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to a Director at his or her address as it appears on the records of the Alliance, with postage thereon prepaid.

A Director may waive such notice, either before or after the meeting for which the notice is required to be given, and such waiver in writing made by the person entitled to notice shall itself be deemed equivalent to notice. All such waivers shall be filed with the records of the Alliance. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 8. Meetings by Telephone. Any or all Directors may participate in a meeting of the Board or a committee thereof by means of conference telephone or by any means of communication as agreed upon by a majority of Directors by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at such meeting.

Section 9. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board or committee thereof, the directors or committee members present thereat may adjourn the meeting from time to time until a quorum shall be present, and do so without notice other than an announcement at the meeting.

Section 10. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board or a committee thereof may be taken without a meeting if all members of the Board or the committee, as the case may be, consent thereto in writing. Such writing or writings shall be submitted to the Secretary and shall be filed with the minutes of proceedings of the Board.

Section 11. Manner of Acting. Except as otherwise expressly required by law, the Articles of Incorporation or by these Bylaws, the affirmative vote of a majority of the Directors at any meeting of the Board at which a quorum is present shall be the act of the Board. Each Director shall have one (1) vote. Voting by proxy shall not be permitted. In the event that the Board or any committee thereof is composed of an even number of persons, a majority means one-half of the number of such persons plus one.

Section 12. Committees. The Board may establish one or more committees. The membership of each committee will include at least one member of the Board, and may include additional members of the Alliance. Such committees shall have such members as selected by the Board.

Section 13. Committee Vacancies: Removal of Committee Members; Abolition of Committees. Vacancies in any committee shall be filled by action of the Board. Any member of any committee may be removed from such committee at any time with or without cause by action of the Board. The Board may abolish any committee previously established by the Board. Any Director may resign from any committee at any time by giving written notice to the Board, the Chair or the Secretary of the Alliance. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or the Chair or the Secretary, as the case may be, and the acceptance of such resignation shall not be necessary to make it effective.

Section 14. Duties of Directors. All Directors are expected to attend all meetings of the Board during their term. All Directors are required to return to the Chair all property and documents of the Alliance within ten (10) working days after the end of their term on the Board.

Section 15. Compensation of Directors. The members of the Board shall not be compensated for service on the Board but may be reimbursed for reasonable expenses for attending meetings or conducting business of their offices, pursuant to policy adopted by the Board.

ARTICLE VI

OFFICERS

Section 1. Positions. The officers of the Alliance shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer and such other officers as the Board from time to time may elect. Two or more offices shall not be held simultaneously by the same person. No officer shall execute, acknowledge or verify any instrument in more than one capacity. The Chair, Vice-Chair, Secretary and Treasurer must be members of the Board.

Section 2. Election and Term of Office. The officers of the Alliance shall be elected by the Board at its first meeting, and subsequently at the first Board meeting of each Alliance fiscal year. The officers of the Alliance shall hold office for a term of one (1) year or until their successors are chosen and qualified or until their earlier resignation or death.

Section 3. Vacancies. A vacancy in the office of the Chair because of death, resignation, removal, disqualification or otherwise, shall be filled by the Vice-Chair. A vacancy in any other office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board for the remainder of the term.

Section 4. Removal. An officer may be removed at any time, with or without cause, by the Board at any meeting to which notice of such purpose has been given to the members of the Board.

Section 5. Resignation. An officer may resign at any time by giving written notice to the Chair, the Secretary or the Board. Such resignation shall take effect at the time specified therein.

Section 6. Chair. The Chair shall be the chief executive officer of the Alliance and shall, subject to the guidance and supervision of the Board, give active direction and control the business and affairs of the Alliance. The Chair shall preside at all meetings of the Board and Alliance, ensure that all orders and resolutions of the Board are carried into effect and in general perform all duties normally incident to the office of Chair and such other duties as may be prescribed by the Board. The Chair may sign any deed, mortgage, bonds or other instruments which the Board has authorized to be executed. The Chair shall call all agents and contractors of the Alliance to report annually to the Alliance at a regular or annual meeting. A written copy of their reports shall be submitted to the Secretary within thirty (30) days of the meeting. These written reports shall be the property of the Alliance and may be reproduced for the benefit of the members.

Section 7. Vice-Chair. In the absence of the Chair or in the event of the Chair's inability to act, the Vice-Chair shall perform the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice-Chair shall perform such other duties and have such other powers as the Board or, if authorized by the Board to do so, the Chair, may prescribe.

Section 8. Secretary. The Secretary shall attend all meetings of the Board and shall cause to be recorded all the proceedings of such meetings of the Board in a book to be kept for that purpose, and shall perform like duties for the committees of the Board, when so requested; when unable to perform such duties, the Secretary may delegate his or her recording duties to another Board member.

The Secretary shall see that all notices are duly given in accordance with the provisions of these bylaws, or as required by law or as directed by the Board or the Chair. The Secretary shall see that the books, reports, statements, certificates, and all other documents and records required by law are properly kept and filed, and shall perform such other duties as may be prescribed by the Board or by the Chair, under whose supervision the Secretary shall function.

The Secretary shall have custody of the corporate seal of the Alliance, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested by the signature of the Secretary. The Board may give general authority or specific authority to any other officer to affix the seal of the Alliance and to attest the affixing by such officer's signature. The Secretary also may attest all instruments signed on behalf of the Alliance by the Chair or other officer. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board or, if authorized by the Board to do so, the Chair.

Section 9. Treasurer. The Treasurer shall be responsible for all funds of the Alliance and shall cause full and accurate accounts of receipts and disbursements to be kept in books belonging to the Alliance, and shall cause all moneys and other valuable effects to be deposited in the name and to the credit of the Alliance in such depositories as may be designated by the Board. The Treasurer or the Treasurer's designee(s) shall disburse the funds of the Alliance as ordered by the Board, taking proper vouchers for such disbursements. The Treasurer shall render to the Board

or any Director upon request an account of all the Alliance's financial transactions and the Alliance's financial condition. The Treasurer shall perform all other duties incident to the office of Treasurer and such other duties as may be assigned by the Board, or if authorized by the Board to do so, the Chair.

Section 10. Compensation of Officers. The officers of the Alliance shall not be compensated for service to the Alliance, but may be reimbursed for reasonable expenses for attending meetings or conducting the business of their offices, pursuant to policy adopted by the Board.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. The Alliance shall indemnify, to the fullest extent permitted by the laws of the District of Columbia as those laws presently exist or hereafter may be amended, any Director, officer or former Director or officer of the Alliance, against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of having been such Director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of a duty. Advances against reasonable expenses may be made by the Alliance on terms fixed by the Board, subject to an obligation to repay if indemnification proves unwarranted. Such indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any bylaw, agreement, vote of the Board or otherwise, including rights under any insurance policy that may be purchased by the Alliance to the extent permitted by the laws of the District of Columbia, as they presently exist or hereafter may be amended.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Alliance shall be the calendar year or such other 12 month period as fixed by resolution of the Board.

Section 2. Checks, Notes, etc. All notes, drafts, checks, acceptances, orders for the payment of money, and negotiable instruments obligating the Alliance for the payment of money shall be signed by at least one officer of the Alliance. All such notes, drafts, checks, acceptances, and orders for an amount exceeding two hundred dollars (\$ 200) shall be signed by at least two officers of the Alliance.

Section 3. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Alliance, the year of its organization, and the state of incorporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 4. Deposits. All funds of the Alliance not otherwise employed shall be deposited promptly to the credit of the Alliance in such banks, trust companies, or other depositories as the Board, or, if authorized by the Board to do so, the Chair or Treasurer, may direct. For the purpose of making such deposits, checks, drafts, and other orders for the payment of money that are payable to the Alliance shall be endorsed by at least one officer of the Alliance.

Section 5. Loans. No loans shall be contracted for or on behalf of the Alliance and no evidence of indebtedness shall be issued in the name of the Alliance unless authorized by a resolution of the Board. Such authority may be general or may be confined to specific instances. The Alliance shall make no loan to any Director or officer of the Alliance.

Section 6. Records. The Alliance shall keep correct and complete books and records and shall keep minutes of the proceedings of its Board and committees. Any records maintained by the Alliance in the regular course of its business, including its books of account, and minute books, may be kept on, or be in any information storage device, provided that the records so kept can be converted into clearly legible written form within a reasonable time. The Alliance shall so convert any records so kept upon the request of any person entitled to inspect the same.

ARTICLE IX

AMENDMENT

These Bylaws may be amended or repealed or new Bylaws adopted upon the affirmative vote of a majority of the Board at any regular or special meeting of the Board and the affirmative vote of two-thirds of the members. An amendment to be proposed at a meeting of the Board shall be sent to each member of the Board at least three (3) weeks prior to the date of the meeting, by mail, facsimile, courier, or electronic mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to a Director at his or her address as it appears on the records of the Alliance, with postage thereon prepaid. An amendment shall be effective immediately after adoption unless a later effective date is specifically adopted at the time the amendment is enacted.