



# IYENGAR YOGA

NATIONAL ASSOCIATION OF THE UNITED STATES

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Revised: July 14, 2016

## **BYLAWS**

### **ARTICLE I: NAME**

The name of this Corporation shall be the B.K.S. Iyengar Yoga National Association of the United States, Incorporated.

### **ARTICLE II: PRINCIPAL OFFICE**

The Executive Council shall fix the location of the principal office of this Corporation at any place within or outside the State of California. This Corporation may have such other offices, either within or without the State of California, as the Executive Council may determine.

The Corporation shall have and continuously maintain in the State of California a registered office, and a registered agent whose office is identical with such registered office, as required by the State of California. The address of the registered office may be changed as necessary by the Executive Council.

### **ARTICLE III: PURPOSE AND FUNCTIONS**

#### **Section 1. PURPOSE.**

This Corporation is committed to disseminate and promote the art, science and philosophy of Yoga according to the teachings of Yogacharya B.K.S. Iyengar.

#### **Section 2. FUNCTIONS.**

A. To educate the public as widely as possible about the teachings of Yogacharya B.K.S. Iyengar, and to maintain the teaching standards set by him.

B. To provide facilities for the instruction and training of the public in the principles of yoga established by Yogacharya B.K.S. Iyengar.

C. To arrange and provide for the holding of Yoga demonstrations, meetings, conventions, regional conferences, lectures and classes in the United States and arrange Yoga intensive studies at the Ramamani Iyengar Memorial Yoga Institute (RIMYI) in Pune, India.

- D. To provide support to the project launched by members of the Iyengar family to improve infrastructure in Bellur India and establish a facility there for the teaching of Iyengar yoga.
- E. To support the aims and objectives of RIMYI.
- F. To facilitate and expedite communication between RIMYI and the United States students and foster a fruitful East-West cultural exchange, bringing Western culture, people, ideas and knowledge to the East and vice-versa, so that a more complete understanding may develop among the many diverse cultures of each.
- G. To be solely responsible in the United States for training and assessing applicants for teaching certificates and to issue those certificates as set out in the IYNAUS Certification Manual.
- H. To maintain a national registry of certified teachers and assessors.
- I. To promote and advance the study and the practice of, and research into, the therapeutic effects of Iyengar Yoga as a means of improving the mental, physical, and spiritual health of the community, and to publish the useful results of any such research.
- J. To find and implement ways to better serve the practitioners and teachers of Iyengar Yoga.
- K. To sponsor, organize and fund events and activities that are consistent with the purpose of the Corporation.
- L. To maintain the Iyengar Certification Mark for Certified Teachers and Service Mark, according to the terms of the License Agreement (a contract with Prashant S. Iyengar and Geeta S. Iyengar regarding use of the marks) and grant permission to the regional Iyengar Yoga Associations for use of the Service Mark.
- M. To establish a reference library and maintain archives of pertinent materials written by or about B.K.S. Iyengar, including all depictions, electronic reproductions and works.
- N. To establish a newsletter, website, and other means of disseminating information consistent with our purposes.
- O. To employ staff, own property, borrow money, raise funds, incur expense or do any other thing in pursuance of these functions.

#### ARTICLE IV: MEMBERSHIP

##### Section 1. CLASSES OF MEMBERSHIP.

Membership shall be open to all persons who are willing to study, teach, disseminate, or promote the art, science and philosophy of yoga, according to the teachings and philosophy of B.K.S. Iyengar.

A. Individual Membership.

Individual membership is open to all persons interested in the purposes of this Corporation and is a condition for holding a United States Iyengar Yoga Teaching Credential. All United States members determine their regional affiliation and become IYNAUS members through their region. International members may join through a region or through IYNAUS.

B. Membership through Regional Associations.

Membership shall be automatic for any person who is a member of a United States Regional Iyengar Yoga Association recognized by the Corporation.

Section 2. VOTING.

Each member of this Corporation, whether he or she holds an individual membership, or membership through a United States Regional Iyengar Yoga Association, shall be entitled to one vote.

Each member in good standing has the right to one vote on the following as these may come up from time to time as determined by the sole discretion of the IYNAUS Board:

1. Regional board representatives for the voting member's region;
2. Approval/disapproval of general meeting minutes when attending a general meeting, or by ballot in non-convention years (See Art. V, Sec. 2):
3. Approval of IYNAUS financial report and budget when attending a general meeting, or by ballot in non-convention years (See Art. V, Sec. 2):
4. On any topic brought to vote by the Board when the member is in attendance at a special meeting (see Article V, Sec. 3).

Section 3. DUES.

All members shall pay such annual dues as may be determined by the Executive Council.

Section 4. TERMINATION OF MEMBERSHIP.

Membership is deemed terminated for any member whose dues are in arrears for a period of three (3) months. Subject to any situation in which the California Corporations Code requires a vote of the Members, membership may also be terminated by a vote of two-thirds (2/3) of the Executive Council whenever in its best judgment the best interests of the Corporation would be served thereby. A membership is terminated by death or by resignation. Membership may be

terminated at the request of the member. In the event of termination of membership, dues shall not be refunded.

## ARTICLE V: MEETINGS OF MEMBERS

### Section 1. PLACE OF MEETINGS.

Meetings of members shall be held at any place within or outside the State of California designated by the Executive Council. In the absence of any such designation, members' meetings shall be held at the principal office of the Corporation.

### Section 2. GENERAL MEETING.

A General Meeting of Members shall occur whenever a Regional Conference, National Convention or other similar kind of meeting is held.

The General Meeting of Members shall be held for the purpose of and not limited to: approving the minutes of the last General Meeting, receiving reports from the Board Officers and Committees and any other business identified in the notice of the General Meeting.

### Section 3. SPECIAL MEETINGS.

A special meeting of the members may be called at any time by the Executive Council, the President, or by members representing at least ten percent (10%) of the total membership.

If a special meeting is called by the members the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted; and shall be delivered personally, sent by registered mail, or by e-mail to the Officers of the Corporation. The President or the Officer receiving the request shall cause notice to be promptly given to the members entitled to vote, in accordance with the provisions of Sections 4 and 5 of Article V, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty (30) nor more than sixty (60) days after the receipt of the request. The person or persons requesting the meeting may give the notice.

### Section 4. NOTICE OF MEMBERS MEETINGS.

All notices of meetings of members shall be sent or otherwise given in accordance with Section 5 of this ARTICLE V not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the General Meeting, those matters which the Executive Council, at the time of giving the notice, intends to present for action by the members.

### Section 5. MANNER OF GIVING NOTICE.

Notice of any meeting of members shall be given personally, by first-class mail, e-mail or other written communication, charges prepaid, addressed to the member at the address of that

member appearing on the books of the Corporation or given by the member to the Corporation for the purpose of notice. If no such address appears on the Corporation's books, or is given, notice shall be deemed to have been given if sent to that member by first-class mail or other written communication to the Corporation's principal executive office. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by e-mail, facsimile, or other means of written communication.

If any notice addressed to a member at the address of that member appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service, marked to indicate that the United States Postal Service is unable to deliver the notice to the member at that address, all future notices or reports shall be deemed to have been duly given without further mailing, if these shall be available to the member on written demand of the member at the principal executive office of the Corporation, for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any members' meeting shall be executed by the Secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

#### Section 6. QUORUM.

General Meeting quorum consists of members in attendance at the General IYNAUS member meeting.

#### Section 7. ACTION BY WRITTEN CONSENT.

Any action taken at an annual or special meeting of members may be taken without prior notice, if a consent in writing, setting forth the action so taken, is signed by all members. The written consent shall be filed with the minutes of the proceedings of the members.

### ARTICLE VI: BOARD

#### Section 1. MEMBERSHIP.

The Board will be elected or appointed from each region, by the members of the regional association in accordance with the regional Bylaws. The number of elected Board members is determined by region size with a cap as to the number of elected members. Based on the size of the region, the caps are determined using the following formula: Regions with over 200 members will elect two (2) Board members; Regions with 200 members or less shall elect one (1) Board member.

#### Section 2. QUALIFICATIONS.

To stand for election or appointment to the Board a member must be: (a) a certified teacher, or (b) a non-teaching member who has signed a document affirming his or her commitment to the practice of the Iyengar method exclusively, who has practiced in the method for at least 4 years, and at the point of nomination has provided the signature of such member's

regular Iyengar Yoga teacher and a list of the member's Iyengar Yoga teachers over the designated period.

A majority of Board members shall be certified teachers. A significant minority of the Board members shall be non-teaching members. It will be the responsibility of the Elections Committee to ensure this balance. If the regional elections do not meet these requirements, the Board may appoint additional individuals.

The Board will have the authority to modify the terms of its members to make sure that at no time more than 1/4 of the Board turns over each year.

The full Board are appointed designators under the California Corporations Code with the authority to appoint individuals to the Board to provide specific skills or serve special needs, remaining otherwise consistent with provision in the Bylaws for size and composition of the Board.

### Section 3. TERM.

Board members shall serve a four-year term and may serve one additional four-year term. Thereafter, the member must wait four years to run again for election. Approximately half the Board as determined by the Executive Council will be elected every other year, so that terms are staggered. The Elections Committee will determine which Regions will elect board members in each election year to ensure a properly staggered Board, and may set other rules and procedures needed to accomplish this requirement.

### Section 4. RESIGNATION AND REPLACEMENT.

A Board member will cease to hold office if he or she resigns, becomes incapable of serving for any reason, or is absent without permission of the Board for three or more consecutive meetings and the Board resolves to vacate that office. If a member ceases to hold office before expiration of his or her term, the electing Region will appoint or elect a replacement.

### Section 5. MEETINGS.

The Board will meet at least once per year in person, and will hold at least two additional meetings by phone/video conference. The President, or any two Board members plus an officer, may call a special meeting at any time upon at least fourteen (14) days written notice to the entire Board or twenty-one (21) days if additional Board members may be appointed at the meeting.

A quorum shall be one-third of the Board members, and every matter will be determined by majority vote of the members present and voting. The President will have a second, or tie-breaking vote if no majority results.

## ARTICLE VII: EXECUTIVE COUNCIL

### Section 1. NUMBER.



The Executive Council manages IYNAUS on a day-to-day basis in accordance with the policies and budget set by the Board and will report at each meeting of the Board. The Executive Council shall consist of nine (9) members, eight (8) of whom will be officers elected by the Board. The 9th member of the Executive Council will be the Certification Chair who is elected by the assessors. The initial Executive Council to serve at the effective date of these Bylaws shall be the nine (9) current members of the IYNAUS Board.

#### Section 2. QUORUM.

Fifty percent (50%) of the members of the Executive Council to the highest whole number shall constitute a quorum for the transaction of business.

#### Section 3. QUALIFICATIONS.

Prashant S. Iyengar and Geeta S. Iyengar are the Guiding Light and Honorary Presidents of the Executive Council. Of the nine (9) voting members of the Executive Council, a majority shall hold at least an Intermediate Junior Level certificate. At least one member of the Executive Council shall not be a Certified Iyengar Yoga teacher but an Iyengar Yoga student at the time of election. However, when there are an insufficient number of nominees to fulfill the certification level and regional representation requirements, then ability, certification level, and region shall be considered and equally weighed. The Executive Council will include the Chair of the Ethics Committee who holds a Junior Intermediate III or higher certification. The assessors elect the Certification Chair as the ninth member of the Executive Council who shall serve no more than one four (4) year term.

#### Section 4. NOMINATION, ELECTION AND TERM OF OFFICE.

The Board will establish election procedures to elect members of the Executive Council from within its members. The Executive Council will consist of the President, Vice-President, Secretary, Treasurer and such other officers up to nine (9) in total.

The Term of Office for each member of the Executive Council shall be four (4) years and one half of the members will be elected every other year. No member may serve more than two consecutive terms. Members may be eligible for re-election after the passage of four years. All committee appointments are for four (4) years. The Certification Chair as the ninth member of the Executive Council shall serve no more than one four (4) year term. To assure a consistent knowledge base, the outgoing Certification Chair may overlap for a transitional year with the incoming Certification Chair.

#### Section 5. POWERS.

Subject to the provisions of the California General Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the members, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Executive Council or Prashant S. Iyengar and Geeta S. Iyengar.

#### Section 6. VACANCIES.

Vacancies in the Executive Council may be filled by a majority vote of the Board. In the case of a Certification Chair vacancy, an assessor, who is currently serving on the Certification Committee and is nominated by the Certification Committee, will be elected to the position.

#### Section 7. PLACE OF MEETINGS.

Regular meetings of the Executive Council shall be held at any place within or outside the State of California designated from time to time by the Executive Council or the President. In the absence of any such designation, these meetings may be held by telephone or other telecommunications or at the principal office of the Corporation.

#### Section 8. ORGANIZATIONAL MEETINGS.

The Executive Council will meet two weekends per year, one of which will be the annual in person Board meeting. This will be supplemented by monthly teleconferences. Additional meetings may be called as needed by telephone, electronic or other telecommunications. Other regular meetings of the Executive Council may be held as and when determined necessary by the Executive Council.

#### Section 9. SPECIAL MEETINGS.

Special Meetings of the Executive Council for any purpose or purposes may be called at any time by the President or, the Vice-President, the Secretary, or by any two Executive Council members. Notice of the time and place of special meetings shall be e-mailed.

#### Section 10. ACTION WITHOUT MEETING.

Any action required or permitted to be taken by the Executive Council may be taken without a meeting, if a majority of the members of the Executive Council shall individually or collectively consent in writing to that action. Such action by written consent or consents shall be filed with the minutes of the proceedings of the Board.

#### Section 11. MANNER OF TAKING ACTION.

All matters of procedure not specifically covered by the Bylaws or by special rules of procedure adopted by the Board or the Executive Council shall be left to the discretion of the Executive Council.

#### Section 12. FEES AND COMPENSATION.

Executive Council members shall not receive any compensation for their services as Executive Council members, but may receive reimbursement of expenses, as may be fixed or determined by the Executive Council. This Section 12 shall not be construed to preclude any member of the Executive Council from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for those services as may be approved by the Board.

### Section 13. REMOVAL.

Any Executive Council member may be removed by the Board or by a vote of two-thirds (2/3) of the Executive Council whenever in its judgment the best interests of the Corporation would be served. Executive Council members may also be removed if they miss more than three consecutive meetings or are incapable of serving.

### Section 14. EXECUTIVE COMMITTEE.

The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer. In financial or other matters deemed an emergency by the full Executive Committee, it shall have the authority to institute immediate restrictions on spending and budgets of any committee or individual associated with the Executive Council. It may further take action regarding staffing for Executive Council services when the full Board agrees to the need for expedient action. All activities of the Executive Committee are to be reported to the full Executive Council at or before the next regularly scheduled meeting. All decisions of the Executive Committee are subject to reversal by a majority vote of the entire Board or Executive Council at its next meeting or any time afterward.

## ARTICLE VIII: OFFICERS

### Section 1. OFFICERS.

The Officers of the Corporation shall be President, Vice-President, a Secretary, and a Treasurer, and other such Officers as may be appointed in accordance with the provisions of this ARTICLE VIII. The Board may elect or appoint such other Officers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except for the President and Secretary.

### Section 2. ELECTION AND TERM OF OFFICE.

The Board elects Officers of the Corporation biannually. Each Officer may hold office for a maximum of four consecutive years or until his or her successor has been duly elected and qualified.

### Section 3. REMOVAL.

Any Officer may be removed by majority vote of the Board whenever in its judgment the best interests of the Corporation would be served thereby.

### Section 4. VACANCIES.

The Board shall fill a vacancy in any office because of death, resignation, removal, disqualification or any other reason.

## Section 5. PRESIDENT

The President must be a Certified Iyengar Teacher. As the principal Executive Officer of the Corporation, the President shall formulate its agenda with appropriate goals and objectives. S/he shall preside at all meetings of the members, the Executive Council and the Board. S/he may sign, with the Secretary or any other proper Officer of the Corporation authorized by the Executive Council, any deeds, mortgages, bonds, contracts or other instruments which the Executive Council has authorized to be executed, except in cases when the signing and execution thereof shall be expressly delegated by the Executive Council and by these Bylaws or by statute to some other Officer or agent of the Corporation; and in general s/he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President, along with the Vice-President, Treasurer and Secretary, shall have check-signing authority on any checking account the Corporation may maintain.

## Section 6. VICE-PRESIDENT.

The Vice-President shall work closely with the President and shall help the President in the performance of her or his office. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of the President. The Vice-President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board. The Vice-President, along with the President, Treasurer and Secretary, shall have check-signing authority on any checking account the Corporation may maintain.

## Section 7. SECRETARY.

The Secretary shall be responsible for keeping a full and complete record of the proceedings of the Executive Council and the Board, shall be responsible for the maintenance of the records of the Corporation by receiving and archiving the reports on the activities of the Executive Council, the Board, and standing Committees and other Committees on a regular basis, and shall discharge such other duties of the office as prescribed from time to time by the President or the Board. The President, Vice-President and Treasurer, shall have check-signing authority on any checking account the Corporation may maintain. The Secretary also has the responsibility of notifying the members of meetings.

## Section 8. TREASURER.

If required by the Executive Council, the Treasurer shall give a bond (paid for by the Corporation) for the faithful discharge of her or his duties in such sum and with such surety or sureties as the Executive Council shall determine. S/he shall report to the Executive Council and the Board about the Association's financial status and map strategies for maintaining financial wellbeing. The Treasurer shall assure the timely filing of all tax documents; shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for money due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such bank, trust companies, or other depositories as shall be selected in accordance with the provisions of Article XI of these Bylaws;

and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to her or him by the President, the Executive Council, or the Board.

#### Section 9. MISCELLANEOUS.

The Executive Council shall authorize the hiring and firing of whatever staff it deems necessary, and determine their job descriptions and job functions.

#### Section 10. AD-HOC ADVISORY SENIOR COUNCIL.

The Ad-hoc Advisory Senior Council will be appointed by the President of the Board from senior members of the Certified Teachers community. The President may request counsel from the Ad-Hoc Advisory Senior Council as needed.

### ARTICLE IX: COMMITTEES

In addition to the standing committees identified below, the Executive Council or the Board may designate such committees, as it deems appropriate. Each committee, with the exception of the Certification Committee, shall consist of one or more Officers and members appointed by the chair of the committee, to serve at the pleasure of the Board. The Board shall appoint the chair of each committee, with the exception of the Certification Committee. The Certification Committee will be headed by the Certification Chair and is elected by the assessors. All terms are for four (4) years.

All major decisions of any designated committee shall be guided by the policies of the Corporation as stated (Article III, Section 2) and shall be subject to review and revision by the Board, from time to time, as may be determined by the Board.

#### Section 1. STANDING COMMITTEES.

Standing Committees are those, which represent continuing activities of the Corporation. They shall include, but not be limited to the following:

##### A. Archives Committee.

The Archives Committee collects, catalogues and maintains a reference library of materials and information about BKS Iyengar, Geeta Iyengar, Prashant Iyengar and the Ramamani Iyengar Yoga Institute and other appropriate yoga text and materials.

##### B. Certification Committee.

The Certification Committee shall develop guidelines for the training and certification of Iyengar Yoga teachers, which after approval by Geeta S. Iyengar, shall be given to the Executive Council and incorporated into the Certification and Assessors Manuals. Notice of changes appear on the website and notice is sent to all certified teachers via email. The Certification Committee shall coordinate and oversee assessments, and shall provide a forum for complaints about the certification process.

### C. Ethics Committee.

The Ethics Committee oversees ethical standards for certified Iyengar yoga teachers, investigating complaints filed by either students or teachers regarding teachers who may be in violation of the guidelines set forth by BKS Iyengar. When a complaint is filed against a teacher, the committee investigates the complaint, provides a forum for each side to be heard and, if necessary, recommends appropriate sanctions to the IYNAUS Executive Council.

Ethics complaints can include non-certified teachers using the term Iyengar Yoga in describing their programs. In such cases the Ethics Committee will request a voluntary removal of all such references to Iyengar Yoga, and if necessary arrange for a cease and desist letter to be sent.

The incoming and outgoing Presidents will work with the chairs of Ethics and Certification and also consult members of the Senior Council in order to make a recommendation to the board for the chair of Ethics when a new chair is required. The chair will then be elected by the board.

### D. Events Committee.

The Events Committee shall recommend to the Board sites for National Conventions, and the local Association(s) and individuals to carry out responsibilities; and shall assist in the structure and planning, and choose the principal coordinators. The Committee shall organize educational workshops in different regions of the United States with the purpose of helping to train teachers and teachers in training who do not have easy access to Iyengar Certified Teachers. The Committee will help compile a list of qualified students to attend intensives or workshops in Pune organized by the Ramamani Iyengar Memorial Yoga Institute. The Committee shall also develop criteria for the selection and organization of United States Intensive study groups to Pune as well as set dates and composition of these groups, which shall be approved by and in conjunction with Prashant S. Iyengar and Geeta S. Iyengar or such other person as shall be designated by the Ramamani Iyengar Memorial Yoga Institute.

### E. Finance Committee.

The Treasurer shall serve as Chairperson of the Finance Committee. The duties of the Finance Committee include overseeing the organization's finances, advising the Executive Council and the Board on all matters relating to the Corporation's business and financial activities, and preparing an annual budget for the Corporation for presentation to the Board and the membership. All fiscal responsibility for conventions sponsored and organized by IYNAUS shall be borne by the Corporation and included in the functions of the Finance Committee.

### F. Governance Committee.

The Governance Committee shall review and make recommendations to edit existing Bylaws in keeping with the purposes of the Association. The Governance Committee also oversees Board Protocols, Board Orientation and Transition documents.

#### G. Membership Committee.

In addition to the Chairperson, the Membership Committee shall consist of each of the Regional Membership Chairpersons to perform database and public relations functions. The Membership Committee shall be responsible for the maintenance of Association membership records, which shall include maintaining contact information and preferences of members as well as dues and other payments either paid directly to IYNAUS or through Regional Iyengar Yoga Associations.

#### H. Elections Committee.

The Elections Committee shall assist the regions in identifying the timeline of regional elections or appointments to the IYNAUS Board of Directors prior to the expiration of the regular terms of office of members of the Board. The Committee shall offer the Regions assistance and encouragement in selecting board members who are Senior Teachers, or who are active community members (either certified teachers or students) who offer particular skills that would contribute to the productive functioning of the Board. The Elections Committee shall be composed of three (3) voting members to include the chairperson (normally the President or Vice-President), the Membership chair and the Regional Support chair. An Elections Committee vacancy that occurs prior to the expiration of a term of office shall be filled by vote of the Executive Council.

#### I. Public Relations and Marketing Committee.

The Public Relations and Marketing Committee is charged with increasing awareness and upgrading efforts to market Iyengar Yoga to a broader community.

#### J. Publications Committee.

The purpose of the Publications Committee is to facilitate the dissemination of relevant information to IYNAUS members and to provide a forum for community knowledge-sharing. Communication vehicles may include emails, the website ([iynaus.org](http://iynaus.org)) and Yoga Samachar magazine.

#### K. Regional Support Committee.

The Regional Support Committee serves the needs of regional associations by fostering an open line of communication between IYNAUS and the regions. Many tasks of the Regional Support Committee interface with those of other committees, particularly the Membership, Systems and Technology, and Events Committees.

#### L. Service Mark and Certification Mark Committee.

Prashant S. Iyengar and Geeta S. Iyengar are the registered owners of the Iyengar Service Mark (the temple and Hanumanasana figure) and the Iyengar Certification Mark (the temple and Nataraj figure). Prashant S. Iyengar and Geeta S. Iyengar have given a power of attorney with

respect to matters involving these marks to an individual who is thereby their legal representative in the United States, and all matters involving the marks shall be administered under the direction of their legal representative.

The Service Mark and Certification Mark Committee facilitates the use of the Iyengar Service Mark and the Iyengar Certification Mark according to the terms of the license agreements with Prashant S. Iyengar and Geeta S. Iyengar regarding use of each mark, with the approval of and at the direction of Prashant S. Iyengar and Geeta S. Iyengar's legal representative. The Committee shall grant permission to Iyengar Yoga organizations for use of the Service Mark according to the terms of the standard sub-license agreement regarding such use. The Committee also grants permission to certified Iyengar Yoga teachers in good standing to use the Certification Mark according to the terms of the standard Certification Mark sub-license agreement regarding such use.

The Service Mark and Certification Mark committee shall ensure that a percentage (determined by Prashant S. Iyengar and Geeta S. Iyengar) of the Certification Mark income be sent to Prashant S. Iyengar or Geeta S. Iyengar or whoever else they nominate and the remaining percentage will be used in whatever way the Iyengar Yoga National Association of the United States determines will promote Iyengar Yoga in the United States, subject to the approval of Prashant S. Iyengar or Geeta S. Iyengar or their nominee. The committee shall also ensure that the Iyengar Yoga National Association of the United States and the regional Associations of the United States send Service Mark fees to Prashant S. Iyengar and Geeta S. Iyengar.

Approval of the use of royalty funds shall be made by: the IYNAUS Board and Prashant S. Iyengar and Geeta S. Iyengar and/or their representative. The Committee sets guidelines for and administers the applications for these funds.

#### M. Scholarship and Awards Committee

The Scholarship and Awards Committee recommends to the Board the uses of funds made available to IYNAUS through donations made for scholarship purposes, as well as administering the "Lighting the Way Award."

#### N. Systems & Technology Committee.

The Systems and Technology Committee shall ensure effective and efficient management of IYNAUS information/ technology systems and providing support to help members more effectively utilize systems;

#### O. Yoga Research Committee

The Yoga Research Committee shall foster medical research and exchange research and findings on yoga-related issues, and shall work in conjunction with the Finance Committee to secure funds and grants whenever possible.

### Section 2. TERM OF OFFICE.



Each member of a Committee shall continue for four (4) years and may serve one additional 4-year term, but must not serve for one year before again serving on a committee. Each member may serve out his or her term or until a new chairperson is appointed for that committee if earlier, unless the Committee shall be sooner terminated, the member be removed from the Committee, or the member shall cease to qualify as a member thereof.

### Section 3. QUORUM.

Fifty percent (50%) of the members of a Committee, to the highest whole number, shall constitute a quorum.

### Section 4. PROCEDURE.

Each Committee may adopt rules for its own government not inconsistent with these Bylaws or with Robert's Rules Of Order, or with other rules adopted by the Board.

## ARTICLE X: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

### Section 1. CONTRACTS.

The Executive Council may authorize any Officer or Officers or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and to enter into contracts to purchase or lease property, and such authority may be general or confined to specified instances.

### Section 2. CHECKS, DRAFTS, NOTES, ETC.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Executive Council. In the absence of such determination by the Executive Council such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President, Vice-President, or Secretary of the Corporation.

### Section 3. DEPOSITS.

All funds of the Corporation shall regularly be deposited to the credit of the Corporation in such banks, trust companies, or other depositories, as the Treasurer shall select with the approval of the Executive Council.

### Section 4. CONTRIBUTIONS, GIFTS, DONATIONS, GRANTS.

The Executive Council may accept on behalf of the Corporation any contribution, gift, donation, grant, bequest, or device for the general purposes or for any special purposes of the Corporation.

## Section 5. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Executive Council and Committees having any of the authority of the Executive Council. Any member of the Board or her or his agent or attorney may inspect all books and records of the Corporation for any proper purpose at any reasonable time and place.

## ARTICLE XI: FISCAL YEAR

The fiscal year of the Corporation shall be from January 1 to December 31, or as the Board may at any time or from time to time hereafter determine.

## ARTICLE XII: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the California Non-Profit Corporation Act or under the provision of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XIII: AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed and new Bylaws may be adopted by a vote of seventy-five percent (75%) of the members present or voting at a general meeting of the members, except where otherwise mentioned. Amendments to the Bylaws may also be voted on by the Executive Council, at which time the membership will be notified in writing and have a 30-day comment period on any amendments. Notwithstanding the foregoing, a vote of the Members shall be required to approve any amendment requiring Member approval under the California Corporations Code, in the manner set by the Code. All provisions of these Bylaws are intended and shall be construed to comply with the requirements of the California Corporations Code as they apply to nonprofit corporations.

## ARTICLE XIV: INDEMNIFICATION

(a) For the purposes of this section, "agent" means any person who is or was a member of the Executive Council or Board, or any officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under subdivision (d) or paragraph (3) of subdivision (e).

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California nonprofit corporation law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this section:

(1) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

(d) To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this section shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by:

(1) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(2) Approval of the Board, with the persons to be indemnified not being entitled to vote thereon; or

(3) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this section. The provisions of paragraph (a) above do not apply to advances made pursuant to this paragraph.