LIBRARY TELESCOPE PROGRAM
BYLAWS
October 10, 2024

Article I. Name and Membership.

The name of this organization shall be the Library Telescope Program hereinafter called "LTP" or "Program".

Article II. Not-For-Profit Corporation

The Program is a 501(c)(3) non-profit corporation organized for charitable and educational purposes.

Article III. Goals/Purposes

The library telescope concept (THE CONCEPT) was launched in 2008 by amateur astronomers to make telescopes available in public libraries for checkout like a book. A lightweight, tabletop telescope was chosen that is easy for beginners to use and provides an impressive first view of the night sky for novices. The telescope was modified to be more user-friendly and durable, and the concept freely shared for wider adoption. While some libraries received telescopes as outright gifts, most libraries opted to purchase the telescopes with their own funds. Where applicable, a local amateur astronomer acted as a foster parent to periodically clean and adjust the telescope and serve as a local astronomical resource.

THE CONCEPT was enthusiastically received by library patrons and staff with many libraries, even those in the program for many years, reporting waitlists for telescope checkouts. Amateur astronomers and volunteers worked with libraries to adopt the program and further refine THE CONCEPT based on practical experience. In 2020, amateur astronomers further raised the visibility of THE CONCEPT by establishing a dedicated website and Facebook Page. Primarily through grassroots efforts of volunteers, the program has impressively expanded to over 900 library outlets in the United States, more than 100 in Canada, and is being introduced into Europe and Asia. Significant growth potential remains as less than 5% of library outlets in the USA and Canada have adopted the program, and interest in Europe and other parts of the world is increasing.

LTP believes THE CONCEPT developed by amateur astronomers could foster a love for astronomy and science, potentially inspiring younger patrons to pursue science as a profession or encouraging adults to take up astronomy as a hobby.

The mission of the Library Telescope Program (LTP) is to expand on the grassroots efforts of THE CONCEPT by placing telescopes in libraries, with plans to extend the program into schools and other institutions. To support this expansion, LTP will focus on:

a) Equipment Placement - Placing equipment into existing library outlets to reduce waitlists and expand the program into new library outlets, primarily in the USA, Canada, and Europe.
b) Equipment Maintenance and Operational Support - To ensure the equipment is working well and library staff properly trained.

c) Education and Outreach - Offering education and outreach to enhance the program's value beyond the physical equipment.
d) Program Awareness - Raising awareness of the Program through online marketing and other campaigns, leveraging the strengths of collaborative partners. The goal is to encourage more library patrons to utilize the Program, while also helping libraries reconnect with the community and boost visits.

LTP does not plan to directly purchase or resell astronomy equipment. Rather, agreements will be developed with suppliers so that libraries, schools, and other participating institutions can purchase astronomy equipment directly from suppliers. The telescope will be fully modified by the supplier, removing a major obstacle in the model developed by as many libraries do not have access to the expertise needed to modify the telescope so that it is more patron friendly and durable.

Collaborations will be crucial for the LTP Program's success. The network of amateur astronomers and volunteers, essential to the program, will need to be nurtured and expanded. New collaborations will be developed to ensure a steady supply of affordable, quality equipment. The vast networks of many organizations will be used to raise program awareness in a cost-effective way. By collaborating with organizations on astronomy and science-based events of mutual interest, LTP will expand education and outreach opportunities making the program even more valuable to libraries.

LTP will secure funding through a variety of sources, including:

1. Donations from the public (individuals, corporations, and private foundations)
2. Contributions from nonprofit and educational institutions
3. Grants from various organizations
4. Program service fee revenues

By diversifying its funding streams, LTP aims to ensure the program's sustainability and growth. Donations from the public will engage the community and foster a sense of ownership and support. Contributions from nonprofits and educational institutions will help align the program with broader educational goals. Grants and program services fees will offer targeted funding for specific purposes. This multifaceted approach will enable LTP to continue placing telescopes in libraries and expand the Program into schools and other institutions, enriching educational opportunities and fostering a love for astronomy.

Nothing herein contained shall authorize the Program to operate a library or school.

Except as expressly limited by these By-Laws, the Program may engage in any lawful act or activity for which not-for-profit corporations may be organized under Chapter 355 of the General Not For Profit Corporation of Missouri.

Article IV. Duration.

The period during which this Program is to continue as a corporation is perpetual.

Article V. Address.

The headquarters and principal office of the Program shall be in the city or county of St. Louis, State of Missouri.

Article VI. Board of Directors

Section 1. The affairs of this Program shall be under the control of a Board of Directors consisting of no less than 3 and no more than 15 members, all of whom shall be volunteers and neither paid personnel of this Program nor of an organization receiving financial support from this Program.

Section 2. The duties of the Board of Directors shall be to establish the general policies of the Program and to manage the property, business and affairs of the Program.

Section 3. The members of the Board of Directors shall hereafter elect the directors of the Program by the affirmative vote of a majority in voting power thereof (each a "Director"). A full term for a director on the Board of Directors shall be defined as a period of three (3) calendar years, commencing on January 1 and concluding on December 31 of the third year, hereinafter a "Term".

Each director may serve a maximum of two (2) consecutive full Terms. After serving two (2) consecutive Terms, a director must take a mandatory hiatus of at least one (1) calendar year before being eligible for re-election to the Board of Directors. Directors who have completed the maximum of two (2) consecutive full Terms and have observed the one-year hiatus are eligible for re-election to the Board. Upon re-election, the Director is eligible to serve up to two (2) additional consecutive full Terms, subject to the same conditions outlined in this Article.

Directors may be elected for overlapping (staggered) Terms on such basis as the Board of Directors determines. Directors elected to the Board mid-Term shall serve a partial term until the next January 1, at which point their first full term shall commence without further action by the Board of Directors. Serving a partial term does not count towards the maximum of two (2) consecutive full Terms.

Section 4. Any Director may resign at any time by notice given either in writing or by electronic transmission to the Program. Such resignation shall take effect at the date of receipt of such notice by the Program or at such later time as is therein specified.

Section 5. Except as prohibited by applicable law or the governing documents of this Program, the Board of Directors may remove any director from office at any time, with or without cause, by the affirmative vote of a majority in voting power thereof.

Article VII. Meetings, Notices, Quorum.

Section 1. Regular meetings of the Board of Directors shall be held a minimum of four (4) times yearly. A yearly schedule will be distributed on or before the last board meeting of the year. Special meetings of the Board of Directors may be called at any time on request of the President, Executive Director or three (3) Directors.

Section 2. Meetings of the Directors may be held at the principal office of the Program or such other place or places, as agreed upon by the Board of Directors. Directors of the Board may also

participate in meetings of the Board by means of conference telephone or a videoconferencing platform whereby all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall be deemed presence in person at the meeting for all purposes.

Section 3. Unless otherwise provided herein, one-third (1/3) of the existing Directors of the Board of Directors but no less than two (2) existing Directors shall constitute a quorum for purposes of meetings of the Board of Directors. Any act or decision of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act or decision of the Board of Directors.

Section 4. At a special meeting of the Board of Directors called expressly for that purpose, Directors may be removed, with or without cause, by a vote of at least two-thirds (2/3) of the Board of Directors present at any such meeting at which a quorum is present.

Section 5. Any action which is required to be or may be taken at a meeting of the Board of Directors or of any committee of the Board may be taken without a meeting if consents in writing (including electronic means), setting out the action so taken, are signed by all of the voting members of the Board of Directors or of the committee, as the case may be. The consents shall have the same force and effect as a unanimous vote of the Board of Directors at a meeting duly held.

Section 7. Each director shall be entitled to cast one vote. Voting by proxy shall be permitted through electronic transmissions.

Section 8. The Board of Directors shall be responsible for the conduct of the business activities, operations and policies of this Program.

Section 9. Except as expressly provided, below, no part of any monies or assets of this Program may inure to the benefit of any Director nor to the benefit of any Director's business or private interests. Inasmuch as the Directors of this Program are or may be persons of diversified business interests and are likely to be connected with other businesses with which from time to time it may be advantageous for this Program to have business dealings, this Program may transact business with a corporation or other business entity in which a Director of this Program has a material interest provided that the conflict of interest transaction is not unfair to the Program (i.e., the terms of the transaction are at least as favorable as would be obtained in an arms-length negotiation). A conflict of interest transaction may be approved by the Board of Directors if in advance of this Program entering into the conflict of interest transaction, the material facts of the transaction and the Director's interest are disclosed or known to the Board of Directors and a majority of the disinterested Directors on the Board of Director's authorize or approve the transaction. A conflict of interest transaction may also be approved if either before or after it is consummated; the attorney general of the State of Missouri or the Circuit Court in an action in which the attorney general is joined as a party approves the conflict of interest transaction. For purposes of this Section 9, if the majority of the disinterested Directors vote to authorize or approve the transaction, a quorum is present for the purpose of taking action.

Section 10. Elections of officers will be held at the last full Board Meeting of the year, usually held in November, provided that the Board will have the authority to declare special circumstances that elections shall not be held to preserve organizational continuity for a period not to exceed one (1) year. All officers elected in special circumstances shall remain in office until the next election not to exceed two (2) years from the time of the last election. The most recent former President, or other appointee of the Board, shall oversee elections using procedures as outlined by the Board.

Section 11. The President shall be the Chief Executive Officer of the Program and shall also be the Chairman of the Board of Directors. The duties of the President shall be to preside at all Board and Officer meetings and to carry out such other assignments as the Board may direct. It is the responsibility of the President that the Board shall adhere to all rules and regulations of the by-laws.

Article VIII. Officers.

Section 1. The officers of this Program who shall be elected by the Board of Directors shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be members of the Board of Directors. All officers, with the exception of the President, shall hold office for one year and until their successors are elected and qualify. The President shall serve for a term of two (2) years and until his or her successor is elected and qualified unless a President elect is an incumbent or has previously held the office of President, in which case any such President shall serve for a term of one (1) year and until his or her successor is elected and qualified.

Section 2. The President shall have general supervision over the business of the Program and other duties incident to the office of president, and any other duties as may be from time to time assigned to the President by the Board and subject to the control of the Board in each case.

Section 2. The Vice-President, at the request of the President or in his/her absence, shall perform all of the duties of the President and, when so acting, shall have all the powers of the President. The Vice-President shall also perform such other duties as may be assigned to him/her by the President or Board of Directors. In case of a permanent absence creating a vacancy for the position of President, the Vice-President will complete the term of the President and may still be considered for President for one term thereafter.

Section 3. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the members and meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the president. The secretary shall keep in safe custody the seal of the Program and have authority to affix the seal to all documents requiring it and attest to the same.

Section 4. The Treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Program and shall deposit all moneys and other valuable

effects in the same and to the credit of the Program in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Program as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the president and the directors, at the regular meetings of the Board, or whenever they may require it, an account of all their transactions as treasurer and of the financial condition of the Program. On or before February 15 of each year, the Treasurer shall prepare and deliver to the Board a comprehensive financial report of the immediately preceding calendar year including, but not limited to, a balance sheet, a statement of activities (revenues and expenses), cash flows, vendor transactions, and proof of cash for all bank and investment accounts. The Treasurer shall also prepare and submit the applicable Form 990 to LTP by May 15, or any date as required by other federal requirements as may be amended from time to time, of each year to fulfill federal requirements.

Section 5. Any officer, employee, or agent of the Program is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Program when authorized by a majority of the entire Board, and only when so authorized and in accordance with Article VIII of these by-laws.

Section 6. In case of absence of any officer of the Program or for any other reason that the Board of Directors may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any director.

Article IX. Vacancies.

All vacancies in the Board of Directors, whether caused by an increase in the number of directors, resignation, death or otherwise, may be filled by the remaining directors, at any regular or special meeting.

Article X. Executive Director.

The Board of Directors may employ an Executive Director. The Executive Director shall serve at the pleasure of the Board of Directors and perform those functions and responsibilities inherent to such position and as the Board of Directors may assign. The Board of Directors may invite the Executive Director to attend any Board Meetings. On behalf of LTP, the Executive Director may make purchases or sign checks, except that: (a) any individual purchase made or check signed in connection with matters outside the ordinary course of LTP's telescope programs and services in excess of $3,000, or such other amount as may be determined by resolution of the Board of Directors from time to time, must be approved in advance by the Board of Directors; and (b) a Board Member authorized by LTP's bank must be a co-signer of all checks in excess of $3,000, or such other amount as may be determined by resolution of the Board of Directors from time to time.

Article XI. Advisors to the Board of Directors.

Section 1. The Board of Directors may appoint one or more individuals to serve as advisors to the Board of Directors through a majority affirmative vote for a term determined by the Board (the "Advisors"). Advisors are volunteers and will not be compensated.

Section 2. Advisors to the Board of Directors shall be entitled to attend all meetings of the Board and shall provide advice, counsel, and recommendations on matters brought before the Board. Advisors shall participate in discussions and deliberations of the Board.

Section 3. Advisors shall not be entitled to vote on any matters or resolutions presented to the Board.

Section 4. The Board may remove an Advisor at any time, with or without cause, by a majority vote.

Article XII. Fiscal Year.

Commencing January 1, 2025, the fiscal year of this Program begins January 1 of each year.

Article XIII. Nondiscrimination.

The officers, directors, committee members, employees and persons served by this Program shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and/or handicapping condition.

Article XIV. Indemnification.

Section 1. The Program shall indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Program) or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Program), by reason of the fact that such person is or was or has agreed to become a member, director or officer of the Program, or is or was serving or has agreed to serve at the request of the Program as a member, director or officer of another program, foundation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, upon the affirmative vote of a majority of the directors who were not parties to the action, suit or proceeding at a meeting of the Board of Directors at which a quorum is present, or if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 2. The Program may indemnify, to the fullest extent permitted by law, any person who was or is a party (other than a party plaintiff suing on his or her own behalf or in the right of the Program) or is threatened to be made a party to such action, suit or proceeding by reason of the fact that such person is or was or has agreed to become an employee or agent of the Program, or is or was serving or has agreed to serve at the request of the Program as an employee or agent of another Program, partnership, joint venture, trust or other enterprise, upon a determination of the Board of Directors of the Program that such person should be indemnified, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. Any and all indemnification provided by the Program shall continue as to a person who has ceased to be a

member, director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Program may also from time to time enter into agreements providing for indemnification of any such person upon a vote of the disinterested directors of the Program, to the fullest extent permitted by law.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Program in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member, director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is lawfully entitled to be indemnified by the Program.

Section 4. The Board of Directors shall have the power to cause the Program to purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee or agent of the Program or is or was serving at the request of the Program as a member, director, officer, employee or agent of another program, foundation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Program would have the power to indemnify him or her against such liability under the provisions of these By-Laws.

Section 5. For the purpose of the Article XVI of these By-Laws, references to "the program" include all constituent Programs absorbed in a consolidation or merger as well as the resulting or surviving Program so that any person who is or was a member, director, officer, employee or agent of such constituent Program or is or was serving at the request of such constituent Program as a member, director, officer employee or agent of another program, foundation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of the Article of the By-Laws with respect to the resulting or surviving Program as he or she would if he or she had served the resulting or surviving Program in the same capacity.

Section 6. For the purpose of this Article of these By-Laws, the term "other enterprises" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Program" shall include any service as a member, director, officer, employee or agent of the Program which imposes duties on, or involves services by, such member, director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries.

Article XV. Ethics and Management Standards.

Members of the Board of Directors and staff of the Program shall scrupulously avoid any conflict between their respective individual interests and the interests of the Program in any and all actions taken by them on behalf of the Program. Any possible conflict of interest on the part of such person or persons shall be disclosed in full detail to the Board of Directors of the Program and such person or persons shall abstain from voting. In addition, such interested Directors must be absent during the board's vote on the decisions in question. The disclosure as well as the Director's abstention

from voting shall be made a matter of record within the minutes of the appropriate meeting. Each Director must complete and sign the Program's Conflict of Interest Form adopted by the Board and as amended from time to time (which form is attached hereto as Exhibit A and incorporated into these By-Laws by reference.) The Program shall annually solicit disclosure by each member of the Board of Directors of his or her interests in other organizations and businesses in a manner to be determined by the Board of Directors. Management shall develop and promulgate policies and procedures to support ethical operation of the Program, subject to annual review by the Board of Directors.

Article XVI. Whistleblower Policy.

The Program shall follow the policies and procedures set out in the Program's Whistleblower Policy, attached hereto as Exhibit B, as amended from time to time, and incorporated into these by-laws by reference, in any instance where a director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.

Article XVII. Internal Affairs.

Whenever not otherwise provided in the by-laws, the internal affairs of the Program shall be governed by the procedures established by the General Not-For-Profit Corporation Law of Missouri.

Article XVIII. Amendments.

The By-Laws of this Program may be amended by the affirmative vote of two-thirds (2/3) of the Board of Directors, provided written notice of the proposed amendment is provided to all Board members at least five (5) days prior to the meeting at which such action is proposed.

Article XIX. Contracts, Checks, Funds, Property and Dissolution.

Section 1. The Board of Directors, except as otherwise required by law, the Program's Articles of Incorporation, or these By-Laws, may authorize any officer(s) or agent(s) of the Program, in addition to the officers so authorized by these By-Laws, to enter into any contract or executive and deliver any instrument or document in the name of and on behalf of the Program, and such authority may be general or confined to specific instances.

Section 2. No loans or other debts shall be contracted on behalf of the Program and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. All checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Program shall be signed by such officer(s) or agent(s) of the Program and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President.

Section 4. All funds and property given to, received by, and coming into the custody of the

Program belong to and are the property of the Program to be expended and disposed of for the purpose authorized by the Program in accordance with the established procedures and By-Laws of the Program.

Section 5. All funds of the Program shall be deposited in the banks and depositories designated by the Board of Directors in the name of the Program.

Section 6. In the event of the dissolution of this Program, all titles to real and personal property of the Program remaining after the debts of this Program have been paid shall be disposed to the Astronomical League or a similar nonprofit organization related to the study and promotion of astronomy, as determined by the Board, and in accordance with Missouri Law and the requirements of the Internal Revenue Code.

EXHIBIT A

CONFLICT OF INTEREST FORM

ATTACHED.

CONFLICT OF INTEREST DISCLOSURE FORM

Purpose:

In compliance with Article XV of The Library Telescope Program's Bylaws (the "**Bylaws**"), each Director of the Board of Directors, Officer, and Executive Director must disclose all actual, potential, or perceived conflicts of interest upon assuming the position. Completion of the disclosure form ensures that individuals who are in a position to influence the business, operations, ethics, and competitive standing of The Library Telescope Program perform their fiduciary duties impartially, free from any bias created by personal or financial interests of any kind. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Bylaws.

Certification:

By signing this form, you certify that you:

1. Either have no conflict of interest to report or are reporting current and potential conflicts of interest.
2. Have answered the questions on this form accurately and completely to the best of your knowledge.
3. Will promptly notify the President immediately if you become aware of an error or material change to the information on this form.
4. Understand that The Library Telescope Program is a charitable organization which must engage primarily in activities that accomplish one or more of its tax-exempt purposes to maintain its federal and state tax-exempt status.

You may add additional pages as needed. If you have concerns about any questions on this form, please contact the President.

Questionnaire:

1. NAME: _____

2. POSITION AT THE LIBRARY TELESCOPE PROGRAM: (check all that apply)

   ____ Board Member
   ____ Committee Member
   Committee Name(s): _____
   ____ Officer
   Officer Position(s): _____
   ____ Employee
   Employee Position(s): _____

3. **General Disclosures.** Please describe below any relationship, event, activity, transaction, or arrangement you believe could create an actual, potential, or perceived conflict of interest, as described in the Bylaws.

   ___ I have nothing to report.

___ I have the following information to report.

_____
_____
_____
_____
_____
_____

_____

Signature

_____

Print name and title

_____

Date

EXHIBIT B

WHISTLEBLOWER POLICY

ATTACHED.

Whistleblower Policy for The Library Telescope Program

The Library Telescope Program (the "**Non-Profit**") requires its directors, officers, employees, and volunteers (each, a "**Non-Profit Individual**") to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Non-Profit, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

ARTICLE I
PURPOSE

Section 1.01 The purpose of this whistleblower policy (the "**Policy**") is to:

(a) Encourage and enable Non-Profit Individuals to raise concerns regarding suspected illegal or unethical conduct or practices, or violations of the Non-Profit's policies on a confidential and, if desired, anonymous basis.

(b) Protect Non-Profit Individuals from retaliation for raising such concerns.

(c) Establish policies and procedures for the Non-Profit to:

(i) receive and investigate reported concerns; and

(ii) address and correct inappropriate conduct and actions.

ARTICLE II
REPORTING RESPONSIBILITY

Section 2.01 Reporting Responsibility. Each Non-Profit Individual has the responsibility to report in good faith any concerns about actual or suspected violations of the Non-Profit's policies or any federal, state, or municipal law or regulation governing the Non-Profit's operations (each, a "**Concern**"). Appropriate subjects to report under this Policy include but are not limited to financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices, such as:

(a) Fraud.

(b) Theft.

(c) Embezzlement.

(d) Bribery or kickbacks.

(e) Misuse of the Non-Profit's assets.

(f) Undisclosed conflicts of interest.

Section 2.02 Acting in Good Faith. Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation of law and/or ethical standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action up to and including termination of employment or volunteer status.

Section 2.03 Other Types of Concerns. Non-Profit Individuals should use the Non-Profit's existing complaint procedures and mechanisms to report other issues not covered by Section 2.01 of this Policy, unless those channels are themselves implicated in wrongdoing. This Policy is not intended to provide a means of appealing the outcomes resulting from those other mechanisms.

ARTICLE III
NO RETALIATION

Section 3.01 No Non-Profit Individual who in good faith reports a Concern or participates in a review or investigation of a Concern shall be subject to harassment, retaliation, or, in the case of an employee, adverse employment consequences because of such report or participation. This protection extends to Non-Profit Individuals who report in good faith, even if the allegations are, after an investigation, not substantiated.

Section 3.02 No Non-Profit Individual will be subject to liability or retaliation for disclosing a trade secret in compliance with 18 U.S.C. § 1833 either:

(a) In confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a Concern; or

(b) In a complaint or other document filed in a lawsuit or other proceeding under seal.

Section 3.03 Any Non-Profit Individual who retaliates against someone who in good faith has reported or participated in a review or investigation of a Concern will be subject to discipline, up to and including termination of employment or volunteer status.

Section 3.04 Anyone who believes that a Non-Profit Individual has been subject to harassment, retaliation, or adverse employment consequences as a result of making a good faith report or participating in a review or investigation of a Concern should contact the Compliance Officer listed in Article V of this Policy.

ARTICLE IV
CONFIDENTIALITY

Section 4.01 The Non-Profit encourages anyone reporting a Concern to identify themselves in order to facilitate the investigation of the Concern. However, Concerns may be submitted on a confidential and/or anonymous basis. The Non-Profit shall take reasonable steps to protect the identity of the Non-Profit Individual, and shall keep reports of Concerns confidential to the extent possible, consistent with the need to conduct an adequate investigation.

ARTICLE V
REPORTING PROCEDURES

Section 5.01 Prompt Reporting. All Concerns should be reported as soon as practicable consistent with this Policy.

Section 5.02 Reporting Concerns.

(a) Employees and volunteers should first discuss the Concern with their direct supervisors. The employee or volunteer should follow the procedures outlined in Section 5.02(b) if any of the following apply:

(i) The employee or volunteer reasonably believes that the supervisor will disregard or otherwise not fairly consider the Concern.

(ii) The supervisor is a subject of the Concern.

(iii) The employee or volunteer does not feel comfortable discussing the Concern with the supervisor.

(b) Concerns should be reported in writing to the Non-Profit's Chairman of the Board of Directors (the "**Compliance Officer**"). When reporting Concerns, the Non-Profit Individual should describe in detail the specific facts that support the report.

If the Compliance Officer is the subject of the Concern or the Non-Profit Individual is not comfortable reporting the Concern to the Compliance Officer, the Concern may alternatively be reported to any other member of the Board of Directors, Executive Director, or Officer of the Non-Profit.

Questions. Any questions relating to the scope, interpretation, or operation of this Policy should be directed to the Compliance Officer.

Section 5.03 Investigation of Reported Concerns.

(a) **Compliance Officer.** The Compliance Officer is responsible for:

(i) Promptly investigating or overseeing the investigation of each reported Concern.

(ii) Advising the Board of Directors of each reported Concern.

(iii) Reporting compliance activity to the full Board of Directors at each regularly scheduled Board meeting.

(b) **Acknowledgment of Receipt.** Any supervisor, manager, or Board member who receives a report of a Concern must promptly notify the Compliance Officer of such report in writing. The Compliance Officer shall notify the reporting individual and

acknowledge receipt of each reported Concern within five (5) business days, unless the report was submitted anonymously or no return address is provided.

(c) **Investigation.** The Compliance Officer shall conduct a prompt, discreet, and objective review or investigation based on the submitted report. A full investigation may not be possible if a report made anonymously is vague or general. If deemed necessary in his or her sole discretion or upon the recommendation of the Board of Directors, the Compliance Officer may engage legal counsel, accountants, or other experts to assist in the investigation. The Compliance Officer may delegate the investigation responsibilities to any Board committee or other individual, including third parties, as long as:

(i) The delegate is not a subject of the reported Concern.

(ii) The delegation does not compromise the identity of the Non-Profit Individual who reported anonymously or confidentially.

(d) **Resolution.** The Compliance Officer shall:

(i) Recommend appropriate corrective action to the Board of Directors, if warranted by the investigation.

(ii) Oversee the implementation of a resolution based on the determination of the Board.

(iii) Follow up with the reporting individual, if possible, for closure of the reported Concern.

(e) Accounting and Auditing Matters. The Compliance Officer shall immediately notify the Board of Directors of any Concerns regarding accounting practices, internal controls, or auditing, and shall work with the Board of Directors until the matter is resolved.

ARTICLE VI
PERIODIC REVIEWS

Section 6.01 To ensure that the Non-Profit operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, the Board of Directors shall conduct periodic reviews of this Policy.

ARTICLE VII
MISCELLANEOUS

Section 7.01 The Non-Profit shall retain any records related to the investigation and resolution of a reported Concern as required by the Non-Profit's Records Retention and Destruction Policy. All such records are considered privileged and strictly confidential.

Section 7.02 This Policy shall be distributed to all Non-Profit Individuals. Failure to comply with the Policy may result in discipline or removal, up to and including termination of employment or office.

Section 7.03 This Policy was adopted by the Non-Profit's Board of Directors at its meeting on [DATE].

ARTICLE VIII
ACKNOWLEDGMENT

Section 8.01 I, _____ (Non-Profit Individual name), acknowledge that on _____ (date), I received a copy of The Library Telescope Program's (the "**Non-Profit**") Whistleblower Policy (this "**Policy**") and that I read it, understood it, and agree to comply with it. I understand that the Non-Profit has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes can be made only if approved in writing by the President of the Non-Profit. I also understand that any delay or failure by the Non-Profit to enforce any policy or rule will not constitute a waiver of the Non-Profit's right to do so in the future. I understand that neither this policy nor any other communication by management representatives or any other employee, whether oral or written, is intended in any way to create a contract of employment.

For employees only: I understand that, unless I have a written employment agreement signed by an authorized representative of the Non-Profit, I am employed at will and this Policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized representative of the Non-Profit and this Policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.