

**BYLAWS**  
**of**  
**POTATO SUSTAINABILITY ALLIANCE, INC.**

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**ARTICLE I: PURPOSE AND MISSION**

The purpose of Potato Sustainability Alliance, Inc. (“PSA” or the “Alliance”) is to catalyze improvements and build solutions related to potato production through collaboration to accelerate widespread adoption of sustainable agricultural practices in the United States and Canada that protect the environment and promote the common good. These activities include measuring and benchmarking sustainability performance, creating harmonized sustainability standards, collaborating with partners and researchers to improve sustainability performance, engaging in communication, outreach and education, and conducting fundraising.

**ARTICLE II: MEMBERSHIP**

2.1. Expectations. All members of the Alliance are committed to making potato production more sustainable. Member responsibilities include:

- (a) Support the purpose and work of the Alliance.
- (b) Commit to support the work of the Alliance and its committees and subcommittees, including provision of expertise when appropriate.
- (c) Provide active leadership to the Alliance in the area that the member represents.
- (d) Communicate agreed to positions of the Alliance to the organization or company the member represents.
- (e) Comply with the Alliance Membership Agreement, as well as all applicable rules and laws including anti-trust and confidentiality.
- (f) Make appointments to or vote for the Alliance Board of Directors.

2.2. Voting Members.

(a) Any agricultural supply chain member organization or non-profit organization concerned with the sustainability of agricultural supply chains and in agreement with the mission and principles of the Alliance shall be eligible as a full member of the Alliance (a “Voting Member”). The Board shall have the power to designate additional requirements for membership.

(b) Each Voting Member is entitled to one vote and may be eligible to serve as a Director on the Board, subject to the composition requirements of Section 4.3. Voting Members shall designate one person to exercise its membership vote by providing notice of that designation to the Board. A Voting Member’s right to vote shall cease upon lapse of membership for failure to pay dues or by resignation or removal.

2.3. Non-Voting Members. The Alliance permits Non-Voting Members to join the Alliance in agreement with the mission and principles of the Alliance, and in accordance with the Membership Policy which describes the categories and privileges.

47  
48 2.4. Observers. Individuals wishing to participate in the Alliance as an observer who  
49 do not have prior invitation from the Board can make a written submission indicating interest to  
50 the Alliance. The Board must approve prospective observers before they may participate.

51  
52 2.5. Other Classes of Membership. The Board of Directors may establish and define  
53 additional classes of membership by resolution adopted by not less than two-thirds (2/3) of the  
54 Voting Members.

55  
56 2.6. Dues Assessment. Dues shall be determined annually by the Board.

57  
58 2.7. Revocation of Membership. The Board may revoke a member's membership  
59 when such revocation is in the best interests of the Alliance, consistent with the Alliance's  
60 Membership Policy.

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62 **ARTICLE III: MEETINGS OF MEMBERS**

63  
64 3.1. Annual General Meeting: The Alliance shall meet in person (the "Annual General  
65 Meeting") at least once per year. The agenda for the Annual General Meeting shall include but  
66 not be limited to the following:

- 67
- 68 ● Reports from committees.
  - 69 ● Annual financial statements/budget submitted to members for review;
  - 70 ● Amendment of bylaws provisions that affect member rights, if any;
  - 71 ● Election of directors, as appropriate; and
  - 72 ● Any other business that may come before the members.

73 3.2. Special Meetings. Special meetings of the Members may be held at the call or the  
74 request of the Chair, a majority of the Board, or the request of at least twenty percent (20%) of  
75 the Members. Notice of the time and place shall be given in sufficient time for the convenient  
76 assembly of the Members.

77  
78 3.3. Attendance and Voting. Attendance at the Annual General Meeting and any  
79 Special Meeting is open to all Voting and Non-Voting Members and invited guests. All matters  
80 submitted to the members are determined by a majority vote of those Voting Members present  
81 and voting. Observers may attend meetings at the discretion of the Board.

82  
83 3.4. Quorum. Two-thirds (2/3) of the voting members, or their proxies, shall  
84 constitute a quorum at all meetings.

85  
86 3.5. Proxies. Proxy voting is allowed. An appointment of proxy is effective when  
87 received by the Secretary prior to the relevant vote. A proxy appointment is valid for eleven (11)  
88 months unless a different period is expressly provided in the appointment form.

89  
90 3.6. Conduct of Meetings. The Chair shall preside over all meetings of the members.  
91 The Secretary shall keep the minutes of the meeting in electronic format, including all

92 resolutions adopted at the meeting and all transactions occurring at the meeting. The Chair shall  
93 follow the Robert's Rules of Order and encourage diverse views, consistent with the Alliance's  
94 Membership Policy.

95  
96 3.7. Action by Written Consent. Any member vote may be taken without a meeting if  
97 at least two-thirds (2/3) of the Voting Members approve the vote in writing, including by email,  
98 consistent with Wisconsin statutes.

99  
100 3.8. Notice of Meetings.

101  
102 (a) The Secretary shall notify each member of each Annual General Meeting and  
103 each special meeting, stating the time and place of the meeting, and in the case of a special  
104 meeting, the purposes of the special meeting.

105  
106 (b) Notice of the Annual General Meeting shall be given at least thirty (30) days  
107 before the meeting. A slate of candidates for election to the board shall be given at least twenty-  
108 one (21) days before the Annual General Meeting. Notice of regular and special meetings shall  
109 be given at least ten (10) days before the meeting.

110  
111 (c) Notice may be waived by signing a waiver of notice.  
112  
113

114 **ARTICLE IV: BOARD OF DIRECTORS**  
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116 4.1. General Powers. The management, control and operation of the affairs and  
117 properties of this Alliance are vested in the Board of Directors of the Alliance (the “Board”).  
118 The Board is responsible for planning, coordinating, communicating, and managing all Alliance  
119 activities, including the establishment of committees and technical working groups to assist the  
120 Board in carrying out the business and affairs of the Alliance. The Board may adopt such rules  
121 and regulations for the conduct of business as deemed advisable and may in the execution of the  
122 powers granted, delegate certain authority and responsibility to agents of the Alliance.  
123

124 4.2. Expectations. Members of the Board of Directors are responsible for working  
125 towards achieving the collective interest of the Alliance rather than the interest and views of their  
126 respective sector or those of their own organization or personal interest.  
127

128 4.3. Composition of the Board.  
129

130 (a) The Board shall consist of no fewer than (7) and no more than twenty-four (24)  
131 persons (the “Directors”) who shall be elected pursuant to Article 4.6, and representing various  
132 sectors as outlined in Article 4.3c. When vacancies among the Directors occur by reason of  
133 death, resignation, failure of qualification, removal, or otherwise, the number of Directors shall  
134 be reduced by such vacancies until qualified replacements are named by the Board.  
135

136 (b) Only Voting Members are eligible to become Directors. The Directors shall  
137 consist of persons who support the purpose of the Alliance, consistent with the Board  
138 Governance Policies, adopted by the Board. Other qualifications for Directors and criteria for  
139 the selection process may be established from time to time by the members.  
140

141 (c) The composition of the Board shall be distributed to reflect member sectors, as  
142 defined in the Membership Policy, and as follows. If a membership sector is not able to fill one  
143 of its seats, that seat shall remain vacant until there is an appropriate appointee or candidate from  
144 that membership sector. No member organization or company may hold more than one seat.  
145

146 I. Growers: 6 seats

147 (3 U.S. to be nominated by National Potato Council, 3 Canada to be  
148 nominated by the Fruit and Vegetable Growers of Canada (FVGC), in  
accordance with the Alliance’s Nominating Committee Policy)

149 II. Processors: 6 seats

150 II. Fresh Marketers: 3 seats

151 II. Buyers: 3 seats

152 II. NGO’s: 2 seats

153 II. Allied Industry: 2 seats

154 II. At-large: 2 seats at large board seats are reserved for appointment by the board or  
155 the general membership for strategic purposes, such as providing needed expertise  
156 to the board, but should not be used to strengthen the influence of any sector. At-  
157 large board members represent the broader industry  
158

159 This distribution of Director positions among the various sectors shall be reviewed every three  
160 (3) years.

161  
162 (d) Four (4) of the Processor seats shall be held by the Founding Members: J.R.  
163 Simplot Company, McCain Foods, Lamb Weston and Cavendish Farms, or their successors.  
164 These Founding Members shall be ex-officio voting Directors and may continue as ex-officio  
165 voting Directors until the end of 2029, at which time those four seats shall no longer be reserved  
166 for the Founding Members but shall remain Processor seats.

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168  
169 4.4. Term. Directors shall serve a term of three (3) years or until such Director's  
170 successor is appointed and qualified. The terms of the Board shall be staggered so that  
171 approximately one-third (1/3) of the Director terms expire each year, distributed among the  
172 Director constituencies in Article 4.2. No Director may serve for more than two (2) consecutive  
173 full terms. After an absence of one (1) year from the Board, an individual shall become eligible  
174 again for election to the Board. Partial terms do not count as a full term. Founding Member  
175 Directors are not subject to term limits until 2029.

176  
177 4.5. Resignation/Removal/Vacancy.

178  
179 (a) Resignation. A resignation by a director must be in writing and is effective when  
180 received by the Chair or Secretary. A Director who fails to attend three (3) consecutive meetings  
181 of the Board is deemed to have resigned, unless otherwise determined by the Board.

182  
183 (b) Removal. A Founding Member Director and a Grower Director may be removed and  
184 replaced by its appointing member at any time. Other than ex-officio Founding Member  
185 Directors and Grower Directors, any Director may be removed from the Board with or without  
186 cause by a vote of two-thirds (2/3) of all Voting Members. The Director who is subject to the  
187 vote shall be recused and shall not be counted for the purpose of calculating the two-thirds  
188 member threshold.

189  
190 (c) Vacancy. When vacancies occur on the Board, a replacement Director shall be  
191 named by the Board and shall serve until the next Annual Board Meeting or, if no replacement is  
192 named, the number of Directors shall be reduced by such vacancies until the next Annual Board  
193 Meeting. At no time will the number of Directors be fewer than Seven (7).

194  
195 4.6. Nominations and Election.

196 (a) The Founding Members shall each appoint one (1) Director. Each Founding  
197 Member shall notify the Board of its appointment.

198  
199 (b) The Grower Directors shall be nominated in accordance with the Alliance's  
200 Nominating Committee Policy. The National Potato Council (NPC) shall nominate three (3)  
201 Directors and the Fruit and Vegetable Growers of Canada (FVGC) shall nominate three (3)  
202 Directors. Each Grower member shall notify the Board of its nomination.

203  
204 (c) Other than the Founding Member Directors, all other Directors (and all Directors  
205 after 2029) shall be elected by the Voting Members, consistent with the Nominating Committee  
206 Policy, adopted by the Board.

207  
208 4.7. Annual Meeting of Directors. The Alliance shall hold an Annual Meeting of  
209 Directors after the Annual Meeting of Members at a time to be fixed by the Board. The agenda  
210 for the Annual Meeting of Directors shall include but not be limited to the following:

- 211
- 212 ● Election of officers; and
  - 213 ● Determination of general and fiscal programs and all other policies of the Alliance.
- 214

215 4.8. Regular and Special Meetings of the Board: Regular meetings of the Board shall  
216 be held at such times and at such place as the Chair may designate. Special meetings of the  
217 Board may be called by the Chair, or by at least a majority of the Directors of the Alliance at  
218 such time and place as the Directors calling the meeting may specify and in accordance with the  
219 notice requirements of this Article 4.

220  
221 4.9. Quorum. A majority of the Directors shall constitute a quorum for the transaction  
222 of business at any meeting of the Board, provided that if less than a majority of the Directors are  
223 present, those Directors present may adjourn the meeting from time to time without further  
224 notice.

225  
226 4.10. Manner of Acting. The act of the majority of the Directors present at a meeting at  
227 which a quorum is present shall be the act of the Board except where otherwise provided by law  
228 or by these Bylaws.

229  
230 4.11. Action without a Meeting. Any Director vote may be taken without a meeting if  
231 at least two-thirds (2/3) of the Directors approve the vote in writing, including by email,  
232 consistent with Wisconsin statutes.

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234 4.12. Compensation. Directors will not be paid compensation for their services as  
235 Directors provided that nothing herein contained will be construed to prohibit payment of  
236 compensation to an individual who serves as a director for services rendered to the Alliance in  
237 another capacity.

238  
239 4.13. Meetings by Electronic Means of Communication. Members of the Board or any  
240 committee of the Board may conduct any regular or special meetings via any electronic means of  
241 communication that allows simultaneous exchange of dialogue, such as teleconference or web-  
242 based conference. Participation in such manner shall constitute presence in person for the  
243 purposes of these Bylaws.

244  
245 4.14. Notice. Meetings require forty-eight (48) hours' advance written notice to each  
246 Director. A meeting to consider removal of a director requires seven (7) days' advance written  
247 notice. Notice may be given by email.

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249 4.15. Conflict of Interest. The Board shall adopt and abide by a Conflict-of-Interest  
250 Policy.

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253 **ARTICLE V: OFFICERS**

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255 5.1. Officers. The officers of the Alliance may include a Chair of the Board (Chair),  
256 Vice-Chair of the Board (Vice-Chair), President, Vice-President, and Secretary/Treasurer.

257

258 5.2. Election, Term of Office, and Eligibility. The officers of the corporation shall be  
259 elected annually by the Board of Directors at its annual meeting or at a special meeting held in  
260 lieu thereof. Each officer shall hold office until his or her successor shall have been duly chosen  
261 and qualified or until his or her death, resignation, or removal. Except for Chair of the Board  
262 and Vice-Chair, none of the officers need be members of the Board.

263 5.3. Chair. The Chair will preside at all meetings of the Board and the membership  
264 meetings. The Chair will have the necessary authority and responsibility for the administration  
265 of the affairs of the Alliance subject only to such Bylaws as may be adopted and such orders as  
266 may be issued by the Board of Directors. The Chair will advise and make recommendations to  
267 the Board relating to the operation and long-range planning of the Alliance. The Chair may sign  
268 with the Secretary or other proper officer of the Alliance authorized by the Board any deeds,  
269 bonds, contracts or other instruments which the Board has authorized to be executed and shall  
270 perform all duties incident to the office of Chair and such other duties as may be prescribed by  
271 the Board.

272

273 5.4. Vice-Chair. The Vice-Chair will have such duties as determined from time to  
274 time by the Board. The Vice-Chair will discharge the duties of the Chair in the event of his or  
275 her absence or inability to act, in order of rank. The Vice-Chair will assist the Chair in the  
276 performance of his or her duties as the Chair directs, including coordinating Board and member  
277 meetings and annual elections.

278

279 5.5. President. The President shall be the chief executive officer of the corporation. The  
280 President shall have executive authority to see that all orders and resolutions of the Board of  
281 Directors are carried into effect and, subject to the control vested in the Board of Directors by  
282 statute, by the Certificate of Incorporation, or by these Bylaws, shall administer and be  
283 responsible for the general supervision and management of the property, affairs, and business of  
284 the Foundation, shall have the general supervision and direction of the operating officers and  
285 staff of the Alliance and shall see that their duties are properly performed. The President shall  
286 perform all duties incident to the office of the President and such other duties as from time to  
287 time may be assigned to the President by the Board of Directors.

288 5.6. Vice President. The Vice President shall be under the direction of the Board and the  
289 President. The Vice President shall have active management of the property, affairs and business  
290 of the Alliance and shall have the active direction of the staff of the Alliance and shall see that  
291 their duties are properly performed. The Vice President shall execute and acknowledge all

292 contracts, agreements, deeds, bonds, mortgages and other obligations and instruments in the  
293 name of the Alliance when so authorized by the Board or a committee of the Board and all other  
294 paper and documents necessary and proper to be executed in the performance of the Vice  
295 President's duties. Finally, the Vice President shall be vested with such other powers of  
296 supervision and management and shall perform such other duties as may be delegated by the  
297 President or the Board from time to time.

298           5.7. The Secretary-Treasurer. The Secretary-Treasurer shall have oversight  
299 responsibilities of the processes for handling corporate funds and securities and the records  
300 thereof. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of  
301 Directors, shall be the custodian of the corporate records, and shall perform all duties incident to  
302 the office of Secretary/Treasurer. The Secretary/Treasurer shall give all notices required by law.  
303 The Secretary/Treasurer shall have authority to affix the corporate seal to any document  
304 requiring it and attest thereto by his or her signature.

305           5.8. Removal. Any officer of the corporation may be removed at any time, either with or  
306 without cause, but only by the affirmative vote of the majority of the total number of directors as  
307 at the time specified by the Bylaws.

308           5.8. Delegation of Duties. In case of the absence of any officer of the corporation or for  
309 any other reason which may seem sufficient to the Board of Directors, the Board of Directors  
310 may, for the time being, delegate his or her powers and duties, or any of them, to any other  
311 officer or to any director.

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313 **ARTICLE VI: CHIEF EXECUTIVE OFFICER**

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315 The Chief Executive Officer (CEO) shall, subject to the direction and supervision of the  
316 Executive Committee and the Board of Directors: (1) be the chief administrative officer of the  
317 Alliance with general responsibility for all day-to-day operations; (2) propose, prepare, and  
318 present to the Executive Committee and the Board of Directors specific programs and activities  
319 that will further the Alliance's purposes; (3) direct and supervise the implementation of the  
320 programs and activities approved by the Executive Committee or the Board of Directors; and (4)  
321 perform all other duties and responsibilities as may from time to time be assigned to the CEO by  
322 the Executive Committee or the Board of Directors.

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324 **ARTICLE VII: COMMITTEES OF THE BOARD OF DIRECTORS**

325  
326           The Alliance may have an Executive Committee and such other committees as  
327 determined by the Board.

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330           (a) Executive Committee. The Executive Committee, consisting of the Chair, Vice  
331 Chair and two other board members of the Alliance, elected by the Board shall  
332 constitute an Executive Committee for the conduct of the daily business affairs  
333 and ordinary housekeeping duties of the Alliance, administering or such duties



334 assigned by the Board of Directors. The CEO of the Alliance shall serve as an ex-  
335 officio member of the Executive Committee without voting privileges.

336  
337 (b) The Chair shall have the authority to appoint ad hoc committees from time to time  
338 in the interest of the board.

339  
340 (c) All other committees and subcommittees shall have only the authority delegated to  
341 them by the Board. Committee and subcommittee chairs report to the Board but are not required  
342 to be Directors.

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345 **ARTICLE IX: INDEMNIFICATION**

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347 To the fullest extent authorized by Wisconsin statutes, the Alliance shall indemnify each  
348 Director, officer and employee of the Alliance.

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350 9.1. Indemnification. The Alliance shall, to the fullest extent authorized by Chapter  
351 181, Wis. Stats., indemnify each Director and officer of the Alliance against reasonable expenses  
352 and against liability incurred by a Director or officer in a proceeding in which he or she was a  
353 party because he or she was a Director or officer of the Alliance. These indemnification rights  
354 shall not be deemed to exclude any other rights to which the Director or officer may otherwise be  
355 entitled. The Alliance shall indemnify any employee who is not a Director or officer of the  
356 Alliance, to the extent the employee has been successful on the merits or otherwise in defense of  
357 a proceeding, for all reasonable expenses incurred in the proceeding if the employee was a party  
358 because he or she was an employee of the Alliance. The Alliance may, to the fullest extent  
359 authorized by Chapter 181, Wis. Stats., indemnify, reimburse, or advance expenses of Directors,  
360 officers, or employees.

361 9.2. Limited Liability of Directors, Officers. Except as provided in Subsections (2)  
362 and (3) of Wisconsin Statutes Section 181.0855, a Director or officer is not liable to the Alliance,  
363 its members or creditors, or any person asserting rights on behalf of the Alliance, its members or  
364 creditors, or any other person, for damages, settlements, fees, fines, penalties or other monetary  
365 liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her  
366 status as a Director or officer, unless the person asserting liability proves that the breach or  
367 failure to perform constitutes any of the following:

368 (a) A willful failure to deal fairly with the Alliance or its members in connection with a  
369 matter in which the Director or officer has a material conflict of interest.

370 (b) A violation of criminal law, unless the Director or officer had reasonable cause to  
371 believe that his or her conduct was lawful or no reasonable cause to believe that his or her  
372 conduct was unlawful;

373 (c) A transaction from which the Director or officer derived an improper personal profit  
374 or benefit; or

375 (d) Willful misconduct.

376 9.3. Limited Liability of Volunteers. Except as provided in Section 181.0670(3), Wis.  
377 Stats., a volunteer (as defined in Section 181.0670, Wis. Stats.) is not liable to any person for  
378 damages, settlements, fees, fines, penalties, or other monetary liabilities arising from any act or  
379 omission as a volunteer, unless the person asserting liability proves that the act or omission  
380 constitutes any of the following:

381 (a) A violation of criminal law, unless the volunteer had reasonable cause to believe that  
382 his or her conduct was lawful or had no reasonable cause to believe that his or her  
383 conduct was unlawful.

384 (b) Willful misconduct.

385 (c) If the volunteer is a director or officer of the corporation, an act or omission within  
386 the scope of the volunteer's duties as a director or officer.

387 (d) An act or omission for which the volunteer received compensation or anything of  
388 substantial value instead of compensation; or

389 (e) Negligence in the practice of a profession, trade or occupation that requires a  
390 credential, as defined Wisconsin Statutes Section 440.01 or other license, registration,  
391 certification, permit or approval, if the volunteer did not have the required credential,  
392 license, registration, certificate, permit or approval at the time of the negligent act or  
393 omission.

394 9.4. Purchase of Insurance. The Alliance may purchase and maintain insurance on  
395 behalf of any person who is or was a director or officer of the Alliance, to the extent that such  
396 director or officer is insurable and such insurance coverage can be secured by the Alliance at  
397 rates and in amounts and subject to such terms and conditions as shall be determined in good  
398 faith to be reasonable and appropriate by the Board of Directors of the Alliance, and whose  
399 determination shall be conclusive, against liability asserted against or incurred by him or her in  
400 any such capacity or arising out of his or her status as such, whether or not the Alliance would  
401 have the power to indemnify him or her against such liability under the provisions of this Article  
402 IX.

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404 **ARTICLE X: FISCAL YEAR**

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406 The fiscal year of the Alliance is the calendar year. The Director and officer terms shall  
407 be the fiscal year unless the Board determines otherwise.

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409 **ARTICLE XI: AMENDMENTS**

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411 These Bylaws may be amended or repealed, and new Bylaws may be adopted only with  
412 the approval of two-thirds (2/3) of all Voting Members and with at least thirty (30) days' notice.

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414 **ARTICLE XII: DISSOLUTION**

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416           This Alliance shall be dissolved upon the affirmative vote of two-thirds (2/3) of all  
417 Directors of the Alliance followed by approval by a majority vote of those Voting Members  
418 present at a meeting with a quorum. The assets shall be distributed consistent with the Alliance's  
419 Articles of Incorporation.

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