

International Reprographic Association

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Policies & Guidelines

*Operating Policies and Guidelines for the International
Reprographic Association*

Accepted at a regular meeting of the Board of Directors on 2/4/2006

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Membership & Dues Policies

Resignation of Membership

Any member wishing to resign in the middle of a dues year must present its resignation in writing to the Board of Directors, provided such resigning Members shall have discharged all financial obligations to the Association up to the date of such resignation.

Members resigning shall not receive any refunds of dues paid and shall forfeit all rights, privileges and benefits of membership in the Association.

Dues Payment for Companies Experiencing Hardship

Companies experiencing hardship due to natural disaster (fire, earthquake, hurricane, tornado) but wishing to continue their membership in the Association may appeal to the Membership Committee for assistance in payment. Assistance will be granted on a case-by-case basis as the committee reviews each case. The committee has the authority to act independently without board review.

Executive & Board Policies

Scheduling and Protocol

The Board normally meets three times a year: usually in the summer, winter and in conjunction with the annual convention.

Summer Board Meeting

Traditionally, this business meeting is held in Chicago. The annual budget is approved at the summer meeting; therefore, it is advisable to hold the meeting prior to August 1. No social activities are planned.

Winter Board Meeting

The president works with the staff to select the location for this meeting, which is usually held at the end of January and/or beginning of February. The meeting is typically held at a warm weather destination or at a future site of the annual convention so directors can become acquainted with the property. Companions are encouraged to attend and participate in the various social activities.

Convention Board Meetings

There are usually two Board meetings held in conjunction with the Annual Convention. The first meeting is held before the event to communicate Board responsibilities for the Convention, and to report on final committee issues. The second meeting is held after the Convention as an orientation for new directors (their first meeting) and for the new president to outline priorities for the year.

Simultaneous to the first Board meeting, the president's companion has traditionally hosted a lunch or coffee with companions of Board members and past presidents. All in attendance preview the convention and outline the functions that they will be attending with the Board.

That evening, a cocktail reception and dinner is held for Board members, past presidents and guests. This function is normally off-site.

Budget Preparation

The staff typically prepares a draft budget and works with the Finance Committee before presenting the proposed budget to the full Board. The justification for each line is included.

For all other meetings, the budget should be presented only when there are revisions proposed. Any materials that are to be included in the Board Books must be submitted by the deadline.

Board Meeting Materials

Information regarding the site, dates, agenda and supporting materials will be sent to all Board members and invited guests at least 10 days in advance of the meeting.

Travel and Business-Related Expenses

The IRgA recognizes that while its volunteers dedicate much time (often personal time) and share their expertise, they are not compensated for their work. However, the IRgA believes that it is reasonable to reimburse volunteers for their association-related travel on association-related business when asked to do so, with the exception of travel related to attending the Annual Convention.

The following necessary and reasonable expenses incurred on behalf of the IRgA are reimbursable. It is requested that staff and volunteers alike share a basic joint responsibility for the use of good business judgment in transacting the association's business.

Travel

Plan business trips as far in advance as reasonably possible, at least 21 days when given such notice, in order to take advantage of the lowest fares available for the travel involved. There is an option of booking with the association's travel agency or submitting expenses with appropriate receipts, for reimbursement by the association.

First-Class and Business Class fares are not authorized forms of travel. Original ticket purchases and upgrades to a fare exceeding coach will not be reimbursed unless specifically authorized in advance. Any additional charges after initial reservation are not reimbursable.

Volunteers and staff are expected to exercise their best judgment in determining whether to select an alternative flight not matching their first choice of time. As a general rule, utilize the lowest reasonable fare option that will not jeopardize your business commitments.

Ground Transportation

Reasonable ground transportation costs that are incurred while on association business are reimbursable. This may include transportation to/from the airport, to/from a hotel or other business destination, and other reasonable and necessary transportation while on association business. Airport shuttle services may be utilized; however, private limousine service will not be reimbursed if there are other less costly forms of transportation available, such as taxi service to/from the airports.

Choose the least expensive mode of transportation that will allow business commitments to be met. When it is deemed necessary to rent a car, company individuals traveling together should share rental cars unless business necessity prevents it. Taxi fares for non-airport travel are reimbursable only if it is necessary to use such means of transportation. A receipt will be necessary for reimbursement.

Mileage/Parking

Use of your vehicle for company business is reimbursable. Mileage will be reimbursed for the round trip based on the current maximum IRS rate per mile. Vehicles left at the airport for the duration of a trip must be parked in a long-term or economy parking lot. For those who choose to drive to an approved out-of-town business destination instead of fly, the mileage reimbursement will be limited to the lesser of the actual mileage reimbursement, net of normal commuting costs, or the equivalent airfare for the trip. Tolls and parking fees incurred during the trip will be reimbursed if properly supported with receipts.

Lodging

The association will pay for lodging costs and tax when traveling on approved association business. Generally, our standard is to select medium range hotels and to avoid luxury hotels unless accompanied by a business reason, such as a conference or seminar. Receipts for hotel charges must be attached to the expense report. Generally, the association will reimburse for room and tax; incidentals such as laundry service, snack bar, etc. are not reimbursable. Attendees will pay all incidentals at checkout.

The association will pay for room and tax the night preceding meetings that begin *before* 10:30 a.m. and will pay for the following evening's room and tax if association business concludes *after* 5:00 p.m.; or if transportation into or out of the destination is unreasonable within these time frames.

Meals

The IRgA usually provides for meals for volunteers and staff traveling on behalf of the association. While traveling on association business, you are expected to participate in any planned meals. The association will not reimburse those who choose to eat on their own when planned meals are provided. However, the association will reimburse reasonable expenses for personal meals if no organized meal or event is planned. Gauge reasonable meal expenses by what you would spend on the meal if you were not being reimbursed. Gratuities should not exceed 20% and should be included on the expense report.

Entertainment

The IRgA will not reimburse personal entertainment expenses. Personal entertainment expenses such as expenses for books, magazines, movies, plays, golf or attendance at sporting events will generally not be reimbursed without a supporting business reason.

Tips

We'll reimburse reasonable charges for tips when required and/or customary. This may include gratuities to skycaps, hotel porters, taxi drivers, hotel housekeeping or maintenance personnel, etc. Use discretion in the frequency and amount of these gratuities. They are usually referred to as "incidental" gratuities, and your common sense will dictate your judicious use of these expenses.

Companion and Personal Travel

Companions are welcome; however, the IRgA cannot incur their airfares, unsponsored meals and other expenses. Companions are invited to participate in meals and social activities where full group participation is indicated. The IRgA usually pays for companion travel for the President, Convention Chair and Program Chair.

Volunteers and staff must pay for any personal travel that is in conjunction with an IRgA business trip. Payment for any personal portion of the airline ticket must be made at the time of issuance or deducted from your expense report.

Those who elect to achieve a lower overall airline cost through the use of restricted discounted airfares by extending their trip to cover specific days at the beginning or end of the trip will be reimbursed for hotel and reasonable meal expenses during this extension. However, such extra expenses are not to exceed the amount of savings realized from the discounted airfare. An explanation as to the reasons for the weekend travel should be included with your expense report.

Telephone Costs

Generally, the IRgA will not reimburse you for telephone calls not related to association business.

Expense Reports

Expense reports must be completed and submitted along with the proper receipts within 30 days. The Executive Director must approve all expense reports. Reimbursement for expenses submitted after 60 days is not guaranteed.

Only expenses that are clearly documented and include appropriate receipts are eligible for reimbursement. Expense reimbursement checks are prepared in conjunction with weekly payment of regular association expenses. Expense reports approved by Tuesday will be remitted for payment on Friday. This regular, systematic processing of expense reports ensures timely and predictable reimbursement to cover business-related costs that you incur. It also supports proper accounting practices, and increases the efficiency and accuracy of our budgeting and auditing processes.

Travel of the President

On occasion, the president will be asked to travel on behalf of the association. When traveling to the regional association conventions, it is reasonable for the association to also pay for the president's companion's travel. When two meetings are held at the same time, the president may designate another officer and his/her companion to attend the function on his/her behalf.

Awards

An IBPY (pronounced Ippy) will be given at the conclusion of one's term as a director and another at the end of one's term on the executive committee, preferably at the conclusion of their presidential year. If that person serves on the executive committee but retires from the executive committee before becoming president, an IBPY would be received upon their departure. An IBPY would also be given to anyone who serves as Convention Chair.

Plaques will be given to the acting Program Chairperson and Golf Chairperson at the annual convention. The president's companion and the Convention Chairperson's companion will also be recognized accordingly.

Compensation

No Officer or Director of the Association shall receive any salary or other compensation for services, but shall be allowed reimbursement of expenses for Association-related travel, other than travel associated with the Annual Convention of the Association.

The President of the Association shall be allowed reasonable travel expenses when traveling in the interests of the Association, subject to the approval of the Board of Directors.

Executive Session Policy

From time to time, as it deems appropriate, the Board of Directors or the Executive Committee of the International Reprographic Association may meet in "Executive Session." The purpose of an Executive Session meeting is for the Board of Directors and/or Executive Committee to

meet, in private, to discuss issues that require confidentiality. These issues are related, but not limited, to the following:

1. Pending or probable litigation
2. Personnel matters related to the staff or "contract" employees of the International Reprographic Association
3. Personnel matters related to the performance of individual members of the Board of Directors of the International Reprographic Association
4. Matters which relate to individual members of the Association

Attendance at Executive Session meetings of the Board of Directors and/or Executive Committee usually is limited to the members of the Board of Directors and/or Executive Committee and General Counsel. The Board of Directors and/or Executive Committee, may at its discretion, invite other individuals to attend the meeting; those individuals are bound by the same confidentiality agreement that is binding on the members of the Board of Directors and/or Executive Committee.

Any member of the Board of Directors may make a motion, requiring a second, for an Executive Session to be held, subject to approval by the Board of Directors. It is not necessary for the motion to include the reason for the motion.

No binding action may be taken in Executive Session meetings of the Board of Directors and/or Executive Committee. In the event binding action is desired, it must be taken during an "open" meeting of the Board of Directors and/or Executive Committee as part of its regular business. Binding action is action which commits the Association to spend funds, establish/terminate relationships with vendors, employees, organizations, or events, or to take legal or disciplinary action.

Committee Policies

Appointment

The President, with the advice and consent of the Board of Directors shall appoint all members of all committees and advisory councils. The President and Executive Director shall confer prior to presenting the appointment recommendations to the Board for the "advice and consent" function.

Prior to appointing members of committees, the President of the Association shall circulate a listing of committees to every member of the Board of Directors in order to determine Board members' interest in service on particular committee(s). The President and the Executive Director shall consider the interest of Board members when making committee membership recommendations.

The members of Task Forces and Project Advisory Teams shall be determined by the Executive Director and included in the "charge" which shall be presented to the Board of Directors for approval when establishing a task force or project advisory team. No task force or project advisory team shall be approved without a "charge", which shall define the objective to be achieved, and a deadline by which the task force or project advisory team will complete its work.

Reports

The Board of Directors may at any time demand a full report to date from any officer or committee of the association showing all financial and other actions of such officer or committee. Such report will be submitted in writing at a time and place designated by the Board of Directors, and upon failure of such officer or committee to comply with the demand, such officer or committee may be removed or suspended from office by the Board of Directors after a hearing had before them.

Expense Reimbursement

All expenses of committee, advisory councils, task forces and project advisory team members shall be eligible for reimbursement by the Association as long as the expense is necessary in carrying out the work of the group. In all cases, the Executive Director shall determine the appropriateness of the expense.

Financial Policies

Investment Policy

PURPOSE

The purpose of this investment policy is to indicate a conscious, formal effort to develop, implement and monitor the investment of funds. It shall be considered an important means to communicate the policy views on management of funds to the public, participants, and beneficiaries of the Fund.

SCOPE

This policy governs the investment practices and applies to the financial transactions of the International Reprographic Association.

OBJECTIVES

Safety - Safety of principal is an objective. Each investment transaction shall seek to first ensure that large capital losses are avoided whether they be from securities defaults or erosion of market value.

Return on Investments - The manager should attain or exceed market rates of return on its investments consistent with constraints imposed by its safety objectives, cash flow considerations and regulations that restrict the placement of funds.

Maintenance of Trust - All participants in the investment process shall seek to act responsibly as custodians of investment funds. Investment officials shall avoid any transactions that might reasonably impair Fund owner's confidence in the manager's ability to manage the Fund.

Liquidity - The assets shall be sufficiently liquid to meet the Fund's disbursement requirements for the payment of operating expenses and benefits.

RESPONSIBILITY

Management of the investment program is the responsibility of the International Reprographic Association. No person may engage in an investment transaction except as provided under terms of this policy as established.

The owner may appoint an investment manager to assist in the management of the investment program.

The owner will meet with the investment manager periodically to review market conditions and to determine investment strategy. The owner is responsible for ensuring that all investment transactions undertaken are consistent with the Fund's investment strategy.

PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person" and shall be applied in the context of managing the portfolio. Investments shall be made with the care, skill, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

PROHIBITED TRANSACTIONS

A Fiduciary with respect to the Fund shall not:

1. Deal with the assets of the Fund in their own interests or for their own account.

2. In their individual or other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interests of the Fund or the interests of its participants or beneficiaries.
3. Receive any consideration for their own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.

INVESTMENT INSTRUMENTS

The Fund may invest in any type of investment instrument permitted by appropriate law.

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.
3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this section, "Agencies of the United States of America" include:
 - a) The Federal National Mortgage Association and the Student Loan Marketing Association
 - b) Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971
 - c) Federal Home Loan Banks and the Federal Home Loan Mortgage Corporation
 - d) Any agency created by act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, or by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.
5. Interest bearing bonds of State and Local Governments.
6. Interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the United States, State of Illinois.
7. Money Market Mutual Funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to:
 - a) Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America as to principal and interest.

- b) Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.
8. Mutual funds that meet the following requirements:
- a) The mutual fund is managed by an investment company as defined and registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
 - b) The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.
9. Common and preferred stocks that meet the following requirements:
- a) Market value of stock in any one corporation does not exceed 5 % of cash and invested assets of investment fund.
 - b) Stock in any one corporation does not exceed 5% of the total outstanding stock in the corporation.
 - c) Stocks listed on national securities exchange or quoted in NASDAQNMS.

PERFORMANCE MEASUREMENTS

Performance will be calculated using professional standards as established by the Association for Investment Management Research. The following benchmarks shall be used for evaluating the Fund’s performance:

<u>Application</u>	<u>Benchmark</u>
Cash Equivalents	90 - day U.S. Treasury Bills
Fixed Income	Merrill Lynch Government / Corporate / Mortgage Bond Index
Large Capitalization Equities	Standard & Poors 500 Stock Index
Small Capitalization Equities	Russell 2000 Stock Index
International Equities	Morgan Stanley Capital International Europe/Australia/Far East Index

CONTROLS

The Fund maintains its books and records in conformance with generally accepted accounting principles. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the International Reprographic Association.

DIVERSIFICATION / STRATEGY

The funds overall asset allocation will be outlined on the Asset Allocation Worksheet – copy attached. Generally, the allocation to fixed income and equity securities shall be:

Fixed Income:

Fixed income management can occur using either mutual funds, individual bonds or a combination of both. For an individual bond portfolio, the average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances the maturity/modified duration of the portfolio will be maintained at approximately 5.0 years and will range from 2.0 years to 7.0 years. A contrarian approach will be utilized to manage the maturity/duration of the portfolio when interest rates are considered to be "high" or "low". This type of strategy will result in increasing the maturity/duration of the portfolio when interest rates are currently "high" (i.e.: 10 yr. U.S. Treasury yields are near/above 8%) and decreasing the maturity/duration of the portfolio if interest rates are currently "low" (i.e.: 10 yr. U.S. Treasury yields are near/below 6%). A position in U.S. Treasury Bills and U.S. Treasury Strips as well as the cash flow from maturing securities and interest payments will be utilized to adjust the maturity/duration of the portfolio. The investment manager may change the duration of the portfolio as market conditions permit.

The allocation guidelines, by asset class, for the fixed income investments are as follows:

	<u>Normal Allocation</u>		<u>Range of Allocation</u>
Cash, Money Market, IPTIP accounts: 1	0%	+	40%
Bank Certificates of Deposit: 2	0%	+	40%
U.S. Treasury Securities (including strips):	30%	+/-	30%
U.S. Government Agency "Non-callable" Securities:	25%	+/-	25%
U.S. Government Agency "Callable" Securities:	10%	+/-	10%
U.S. Government Agency MBS's:	30%	+/-	30%
Taxable Municipal Securities:	5%	+/-	5%

Notes:

1. Cash will be maintained to manage cashflow of the Fund or as a transition asset.
2. Bank certificates of deposit will only be used if market returns are favorable. They will be used as a substitute for the Treasury and Agency portion of the portfolio.
3. Under normal market conditions the structure of the portfolio will be within these limits; however the portfolio manager may diverge from the above suggestions due to abnormal market conditions.

Equities:

Once the fund reaches the equity allocation approved by the Board and permitted by law, normal asset allocation range for equity portfolio allocation weightings should be:

	<u>Normal Allocation</u>		<u>Range of Allocation</u>
U.S. Large Company Stocks	70%	+/-	30%
U.S. Small Company Stocks	20%	+/-	20%
Foreign Stocks	10%	+/-	10%

Portfolio allocations will be rebalanced annually or at the end of any quarter when the portfolio allocation experiences significant variance from the normal allocation.

COLLATERALIZATION - It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to bank Certificates of Deposit) be secured by collateral in order to protect deposits from default.

1. Eligible collateral instruments and collateral ratios (market value divided by deposit) are as follows:

- a) U.S. Government Securities = 110%
- b) Obligations of Federal Agencies = 115%
- c) Obligations of the State of Illinois = 115%
- d) Local and Municipal Bonds rated "A" or better by Moody's = 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

2. Safekeeping of collateral

- a) Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
 1. A Federal Reserve Bank or branch office.
 2. At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved. If physical securities are involved, at a third party depository in a suitable vault and insured against loss by fire, theft and similar causes.
- b) Safekeeping of collateral shall be documented by a written agreement approved by the Treasurer. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
- c) Substitution or exchange of securities held in safekeeping as collateral may occur without prior written notice to the Treasurer provided that the market value of the replacement securities are equal to or greater than the market value of the securities being replaced. The Treasurer shall be notified in writing within two days of all substitutions.

CUSTODY AND SAFEKEEPING OF INVESTMENTS

1. Third party safekeeping is required for all securities owned by the Fund. To accomplish this, the securities shall be held in a trust department through book-entry at the Depository Trust Company.

2. Safekeeping shall be documented by an approved written agreement. The agreement may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement. Fees for this service shall be mutually agreed upon by the owner and the safekeeping bank.

ETHICS AND CONFLICTS OF INTEREST

Any fiduciary with respect to the Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

INDEMNIFICATION

Investment committee members, investment officers, and the Treasurer acting in accordance with this Investment Policy and such written procedures as have been or may be established, in relation thereto, and exercising due diligence, shall be relieved of personal liability for an individual security's credit risk or market changes.

REPORTING

On a quarterly basis, the Treasurer shall submit to the Committee an investment report, which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer shall also submit a comprehensive annual report on the investment program and activity.

MEETING SCHEDULE

The Committee shall schedule meetings at the start of each year. Special meetings may be called from time-to-time by the Board.

DEFINITIONS

Book Entry Security - securities that can be transferred from institution to institution using the federal electronic wire system, thus eliminating the physical transfer of certificates. Records are maintained on a computer system at the Federal Reserve.

Collateral - the pledging of a security to guarantee performance of an obligation.

Commercial Paper - unsecured promissory notes of corporations issued for 270 days or less.

Fiduciary - person entrusted with the control of assets for the benefit of others.

Investment Manager - an individual or organization that provides investment management services for a fee, either on a discretionary or nondiscretionary basis. Under Illinois law, an investment manager is considered a fiduciary with respect to the Fund.

Market Value - the present price of a given security.

Merrill Lynch Treasury Index - benchmark index that quantifies the price and yield performance of all U.S. Treasury obligations with a maturity of at least one year and an outstanding par value of at least \$100 million. The securities comprising the index are rebalanced on a daily basis.

Merrill Lynch Government/Corporate/Mortgage Index - benchmark index that quantifies the price and yield performance of all fixed rate, public investment grade debt obligations of the U.S. Treasury, all U.S. Government Agencies (including 30 year, 15 year,

and balloon mortgage backed securities) and all U.S. corporations with a maturity of at least one year and an outstanding par value of at least \$100 million. The securities comprising the index are rebalanced on a daily basis.

Morgan Stanley Capital International (EAFE) - Indices are based on the share prices of approximately 1,600 companies listed on stock exchanges in the twenty-two countries that make up the MSCI National Indices.

Return - the profit or interest as payment for investment.

Russell 2000 Stock Index - is comprised of the smallest 2000 companies in the Russell 3000 Index, representing approximately 11% of the Russell 3000 total market capitalization. The Index was developed with a base value of 135.00 as of December 31, 1986.

Security - any note, stock, bond, certificate of interest or certificate of deposit.

Separate Account - term used of variable annuities. Because the risk is borne by the investor in a variable annuity, the issuer may not commingle funds invested in the variable annuity with the general funds of the issuer.

Standard & Poors 500 Stock Index - is a capitalization-weighted index of 500 stocks designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries. The index was developed with a base level of 10 for the 1941-43 base period.

Treasury Bill - short-term debt obligation of U.S. government which will mature within ten years at the time of original issuance.

Treasury Bond - longer debt obligations of U.S. government which will mature in ten years or longer at the time of original issuance.

Yield - percentage measured by taking annual interest from an investment and dividing by current market value.

AMENDMENT

This policy may be amended from time to time.

CONFLICT

In the event of any conflict between this Policy and the appropriate laws and / or case decisions of the local, state and federal law, the law and case law decisions shall govern.

Budget Amendment Policy

The IRgA staff, in consultation with the IRgA Treasurer-elect, develops the annual budget. The Finance Committee recommends the proposed budget to the Board of Directors for their consideration and approval, usually during the summer meeting of the Board of Directors. The Treasurer-elect usually presents the budget to the Board of Directors.

Once the Board of Directors has approved the budget, it can be changed through amendment according to this policy in accordance with the procedures set forth, subject to revision by the Finance Committee.

Amendments to the budget are usually proposed for three reasons:

1. To increase or decrease income or expense budgets due to changes in the plans for those items. Amendments usually are not proposed in order to reflect a change in year-end projection.
2. To establish new income or expense budgets due to changes in the annual Plan of Work of the IRgA.
3. To correct budgeting errors, usually due to mathematical mistakes or omissions in assembling budgets.

In order to consider a budget amendment, the IRgA staff initiates the proposed budget amendment. The IRgA staff is responsible for preparing an explanation of the proposed budget, determining the financial implications and generally serving as the advocate for appeal.

The proposed budget amendment is considered by the Finance Committee. The Finance Committee generally reviews the proposed budget amendment in light of the current budget, year-to-date actual financial performance, considers the impact of the "5%" rule and the merits of the proposal before making a determination whether to send it to the Board/Executive Committee with a recommendation to approve or not to approve.

Following the review and decision of the Finance Committee all proposed amendments go to the Board of Directors/Executive Committee, with a recommendation to approve or not to approve, for final action. Which group it goes to is determined by when the next meeting of the Board of Directors is scheduled to take place – if considered and acted upon by the Executive Committee.

Reserve Fund Policy

There shall be established out of the finances of the Association a fund to be known as the "Reserve Fund," which shall be maintained at a minimum of \$350,000. Any deficiency in said fund shall be made good by appropriation from the regular income of the Association. This fund shall be kept in investments approved by the Board of Directors upon recommendation of the Finance Committee. Should the Reserve Fund, for any reason be below \$350,000, then the interest derived from these funds must remain part of these funds. Payments from this fund may be made by a two-thirds (2/3) vote of the Board of Directors.

Check and Credit Card Handling Policy

All checks shall be directed through the Association lockbox. Checks received at headquarters shall be sent in a sealed envelope directly to the lockbox on the day of receipt. Credit card payments shall be sent for processing through accounting on the day of receipt.

All live checks and credit card data shall be kept in a secured file until time of final processing. Final processing shall be done within two (2) weeks of receipt.

The President or the Secretary/Treasurer shall sign or countersign all checks for payment of bills and charges over a level to be determined by the Executive Committee.

Check Signing Policy

All checks under \$5,000.00 can be signed by the Executive Director or Group Executive. Checks \$5,000.00 and above, and all checks to SmithBucklin and its subsidiaries, will require

two signatures including either the Executive Director or Group Executive, and/or the President or Secretary/Treasurer.

Bill Payment Policy

The Secretary/Treasurer shall oversee payment of all bills authorized by the Association, its Officers, its Board of Directors, or legally authorized committees after such bills have been approved by the person or persons authorized to make the expenditures and shall ensure maintenance of correct and complete records, accounts and files of all receipts and disbursements and other transactions in connection with the association's financial management.

Reporting

The Secretary/Treasurer shall furnish a report for of the financial condition of the Association at any regular or special meeting when asked to do so by a Member in good standing.

He/She shall present to the Board of Directors at each regular meeting a current report of the financial condition of the Association and a list of all Members who are delinquent in payment of dues.

Finance Committee

There shall be a standing committee on finance consisting of the President, Vice President, Secretary/Treasurer, and such other Members as the President may deem advisable. The Finance Committee shall oversee preparation of an annual budget, which shall be presented to the Board of Directors at the summer board meeting and shall also make such recommendations regarding the finances of the Association to the Board of Directors and Members of the Association as the committee may from time to time determine.

Convention & Trade Show Policies *(Updated by Vendor Relations Committee 05/2006)*

Exhibit Rules and Regulations

SPACE ALLOCATION AND PAYMENT

All exhibits will be at the host hotel. Space will not be assigned without a signed application and the required deposit. The balance of the exhibit space rental must be paid in full by the date indicated within the prospectus. To ensure the desired location on the exhibit floor, send a completed application and applicable deposit today to: **IRgA, 5363 Paysphere Circle, Chicago, IL 60674.**

EXHIBIT SPECIFICATIONS

Booths include:

- Background draping across the back of the booth, 8 feet high
- Draping on each side, 3 feet high
- One line sign, identifying the exhibitor

Booth furnishings and services may be provided by the exhibitor or rented from the official show service contractor.

ASSIGNMENT OF SPACE

Beginning on the day after the trade show completes, Show Management shall allocate exhibit space to those properly applying at its sole discretion, but will attempt to comply with the exhibitor's requests in a fair and equitable manner.

Booth space will be assigned on a first-come, first-served basis.

CANCELLATION OF EXHIBIT SPACE

Upon written cancellation received between dates specified in the prospectus, a 50% cancellation of the total fee will be imposed. No refunds will be made for cancellation received after the date specified in the prospectus. Should an exhibitor cancel even partial space, the aforementioned dates and refund schedule will apply on the reduced space.

If for any reason beyond the IRgA's control, the IRgA Annual Convention and Trade Show must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of IRgA or its event manager SmithBucklin, or their respective directors, officers, employees, or agents. Exhibitor understands that it may lose all monies it has paid to the IRgA for space in the show, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by the IRgA to be an Exhibitor in the IRgA Annual Convention and Trade Show, agrees to indemnify and hold harmless the IRgA and SmithBucklin, and their respective directors, officers, employees or agents, from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside the IRgA's control.

FLOOR PLAN

Exhibit space is available by standard booth, peninsula or island configuration. Exhibits and displays must be arranged so as not to obstruct the general view of the adjoining exhibits. The

IRgA abides by IAEM Display Rules and Regulations, which will be provided in the Exhibitor Services Manual. If an exhibitor would like a copy of these rules & regulations, or has any questions, please ask IRgA Show Management. All aisle space is under the control of Show Management and shall not be used for exhibit purposes. Placement of equipment must be done to avoid blocking the visibility of neighboring exhibitors. All exposed parts of a display must be finished so as not to be objectionable to other exhibitors or IRgA Show Management.

SUITABILITY OF EXHIBITS

The IRgA reserves the right to determine the eligibility of any exhibitor for inclusion in the IRgA Annual Convention and Trade Show and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of the IRgA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit. No cash sales are permitted at any time.

GUESTS

IRgA policy permits eligible non-member firms to attend convention activities at published non-member registration fees. Only individuals holding proper registration identification will be permitted access to any convention activity. The IRgA asks that exhibitors not register their guests as exhibit booth personnel, and thanks each exhibitor for their cooperation and support of this policy.

INTELLECTUAL PROPERTY MATTERS

The exhibitor represents and warrants to the IRgA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify the IRgA of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold the IRgA, its agents, successors and assigns harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, the IRgA shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

EXHIBITOR SERVICES MANUAL

A complete Exhibitor Services Manual containing all the necessary order forms for material handling, electrical service, furniture rental, carpeting, cleaning, etc., will be mailed to each exhibitor prior to the show.

EXHIBIT SETUP

All exhibits must be fully installed by a time and date specified within the exhibitor prospectus. Any trash or debris scattered into the booth or aisle from the installation of any exhibit will be the exhibitor's responsibility to clean. Cleaning may be ordered through the official service contractor. Aisle areas and display area exits must be free of obstructions. Easels, signs, etc., shall not be placed in aisles outside booth areas. Empty boxes cannot be stored behind the exhibit booth; they must be removed from the exhibit hall prior to the show opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto,

shall be posted, nailed or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor. Exhibit space not occupied by a specified time may be reassigned by IRgA Show Management without refund of the rental paid. Excessively noisy or obstructive work is not permitted during exhibit hours. Mechanical apparatus must be muffled so noise does not disturb other exhibitors.

EXHIBIT HOURS AND ADMISSION

Admittance during non-show hours without permission from IRgA Show Management is prohibited. IRgA Show Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the show. No part of an exhibit shall be removed during the show without special permission of the IRgA. However, all exhibits on the exhibit floor are to be fully removed by the day following the close of the show. If exhibits are not removed by this time, the IRgA has the right to remove exhibits and charge the expense to the exhibitor. Any Exhibitor who begins dismantling and display removal before the close of the show may lose the privilege of exhibiting in future shows.

EXHIBITOR PERSONNEL

Exhibits must be staffed by qualified employees of the exhibitor at all times during initial setup, during show hours, and teardown periods. Each individual staffing an exhibitor's booth is required to register and must wear the exhibitor badge furnished. **All exhibiting companies will be provided with two (2) complimentary exhibitor badges per 10' x 10' booth, with the maximum of 40 complimentary exhibit only badges per company.** Additional badges will be available for a fee. Other company employees and companions of employees must register as full registrants or as individual registrants at the applicable registration fee in order to gain access to the exhibit hall. Temporary badges for setup personnel will be available. These will only be valid during setup and teardown hours as established by IRgA Show Management. Should an exhibitor decide to attend events and/or sessions, there will be an additional fee at the applicable registration rate.

MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted on the exhibit floor at any time.

SUBLETTING PROHIBITION

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of IRgA Show Management. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

HOTEL ACCOMMODATIONS

Each confirmed exhibitor will receive hotel reservation information with the Exhibitor Services Manual.

CANVASSING BY NON-EXHIBITORS

The IRgA Annual Convention and Trade Show is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with the IRgA for exhibit space assignments and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the IRgA meeting.

INSURANCE AND SECURITY

Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at their expense. Each exhibiting company is responsible for obtaining insurance (liability and fire/theft) in such amounts as deemed appropriate to comply with its obligation hereunder and for its own protection.

As a courtesy to exhibitors, guard service for the exhibit area perimeter will be furnished during the hours deemed necessary by IRgA Show Management. The furnishing of such service is in no case to be understood or interpreted as a guarantee against loss or theft of any kind. Exhibitors should take necessary precautions to insure goods in transit as well as on the show floor.

SAFETY AND LEGAL COMPLIANCE

Exhibitors are individually responsible for compliance with all federal, state and local laws and regulations, as well as facility-related fire, safety, environmental, labor and other applicable regulations. Venting of machinery and all costs of venting and compliance with applicable laws, codes, and regulations are the responsibility of the exhibitor.

LIABILITY

The exhibitor is liable for any damage caused to the building, or to standard booth equipment, or to other exhibitors' property, by the exhibitor, the exhibitor's agents, or employees. Exhibitors are urged to review their own insurance coverage. Neither IRgA, the official service contractor, nor the facility are responsible for any injury, damage or loss that may occur to the exhibit or its employees, representatives, or agents or its property, from any cause whatsoever; and the exhibitor agrees to defend, indemnify, and hold forever harmless IRgA Show Management, the Association, its employees and agents, from all loss, liability, expense, and penalty, including attorney's fees, on account of personal injury or damage to property sustained by the exhibitor or by any person or persons arising out of, during, or in connection with this agreement, whether such injury or damage is due or claimed to be due by any negligence of IRgA Show Management, its employees, agents, or any other person.

GENERAL

Use of Space: All demonstrations or other promotional activities must be confined to the limits of the booth. Sufficient space must be provided within the booth to contain persons watching demonstrations and other activities. Each exhibitor is responsible for keeping the aisle adjacent to the booth free of congestion due to activities within the booth area.

Exhibitors' representatives may not work in exhibit space other than their own. No animals are allowed on the show floor at any time during move-in, move-out or show hours.

Promotion Information: Samples and publications may be distributed by the exhibitor only from within the exhibitor's own booth, as long as the items distributed do not directly compete with IRgA Sponsorships. IRgA reserves the right to terminate distribution at any time.

Solicitation of business or conferences in the interest of business, except by exhibiting companies, is prohibited.

Use of Logo: The IRgA logo and IRgA meeting logo may not be reproduced on any items or documents that will be distributed at the meeting without the express written permission of IRgA Show Management.

Raffles and Drawings: Raffles and drawings may be conducted within the confines of the exhibitor's own booth as permitted by state and local laws. IRgA Show Management will not be responsible for any promotion of such raffles and drawings, and winners will not be announced.

Sales: Sales transactions, either by the exhibitor or agents thereof, involving the exchange of product for payment is prohibited.

Music License: No exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

AMENDMENTS

IRgA Show Management may amend these rules at any time, provided that amendments shall not substantially diminish the rights or increase the liability of the exhibitor. These rules and regulations become a part of the contract between the exhibitor and the International Reprographic Association. It is important to review these terms and conditions, as well as any general information, with your on-site booth personnel. IRgA Show Management respectfully asks the full cooperation of exhibitors in their observance. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of IRgA exhibit management.

Any exhibitor not abiding by the Rules and Regulations set forth herein will lose the privilege of exhibiting. The Rules and Regulations set forth herein will be enforced.

Exhibitors will be bound by the booth rules included in the Exhibitor Services Manual. Rules, regulations and guidelines included in the manual will consist of the following areas (but not limited to this listing).

Labor Jurisdictions	Booth Construction and Display Rules
Use of Space	Audio Visual and Sound Regulations
ASCAP and BMI	Food and Beverage Restrictions
ADA Guidelines	Facility Usage Guidelines/ Prohibitions
Fire Marshall Regulations	Safety and Security Precautions
Booth Give-a-ways	Hotel Suites and Meeting Rooms
Cannons of Conduct	Prize drawings, Games of Chance
Exhibit Display Houses (I&D's)	Exhibitor Appointed Contractors (EAC's)

Hospitality and Meeting Rooms *(Updated by Vendor Relations Committee 05/2006)*

Hospitality suites, meeting rooms or events (e.g., sponsored by exhibitors and affinity groups) must be requested and receive written approval from the IRgA no later than five (5) weeks prior to the event. No organized events may be scheduled that conflict with the IRgA's program, activity or exhibit hours. The IRgA has blocked suites and meeting rooms and they will be available on a first-come, first-serve basis. Firms that are not exhibiting are not permitted to receive hospitality or meeting rooms. Exhibitors are not allowed to hold product demonstrations and product launches in meeting rooms or hospitality suites. All products must remain on the Trade Show floor.

Sponsor Policy *(Updated by Vendor Relations Committee 05/2006)*

Vendors have first right of refusal in regard to their sponsorships. For vendors that have sponsored an item in the past, they will have the first right to sponsor that item the next year or to turn it down. A reasonable deadline date will be established as to when the vendors will need to respond. Thereafter, the sponsorship will be open to all vendors.

IRgA Speaker Policy (Updated: 2/15/05)

Non-Members shall receive the following:

Appropriate Honorarium

Complimentary Registration

IRgA will pay for up to (2) nights room and tax

IRgA will pay for coach airfare when booked through Apollo Travel

Members shall:

Pay for own Registration, Hotel, and Airfare

IRgA Registration Cancellation Policy

Cancellations must be received in writing on company letterhead or from a valid company issued email address by a date specified. Cancellations will be charged a \$100 cancellation fee. No refunds will be issued after the specified date.

General Operating Policies

Antitrust Policy

The International Reprographic Association (IRgA), like all businesses, is subject to the antitrust laws of the United States. Unlike most private businesses, however, the very nature of a trade association makes it necessary to maintain constant vigilance to prevent activities that could result in illegal restraint of trade or commerce.

Any failure on the part of the IRgA to comply strictly with the antitrust laws could result in severe penalties. Treble damages for successful litigants, fines and possible jail terms for individuals involved in any illegal activities, and even the dissolution of the association itself, are harsh remedies of the law. These penalties manifest the law's strong public policy in favor of free and unfettered competition as the rule of trade.

Two laws of the United States that define antitrust liabilities of trade associations, Sections 1 and 2 of the Sherman Antitrust Act and Section 5 of the Federal Trade Commission Act are both very general in their wording and broad in their scope.

Over the years, the courts have interpreted the broad language of the statutes and have provided specific examples of unlawful conduct which violate the principles set down in the law. The IRgA recognizes that so long as it strives to conduct itself in accordance with such guidance, antitrust problems will be avoided.

In as much as it is the policy of the IRgA to comply fully and in all respects with the antitrust laws, the following basic principles are endorsed by the Board of Directors as a guide for all members serving in some official capacity for the association:

1. The IRgA and its members shall make every effort to ensure that all of their actions comply with both the letter and the spirit of the antitrust laws of the United States.
2. Any firm meeting the requirements of the membership as set forth in the bylaws shall be welcomed into the IRgA on a non-discriminatory basis. Once a firm becomes a member, it shall be entitled to the same services that are available to other members on a non-discriminatory basis. No firm shall be expelled except for just cause, and in such manner as established in the bylaws to ensure that the expulsion is fair, objective, reasonable and non-discriminatory.
3. The IRgA will not indulge in, or sanction, any discussions of current or future prices of reprographic products and services. IRgA meetings and publications will never be a forum for the exchange of information which could lead to the establishment of cooperative arrangements or activities in violation of the antitrust laws.
4. The IRgA will conduct all statistical functions on a voluntary basis, and all data collected from individual companies will be treated confidentially. Non-members who desire to participate or receive the results of statistical surveys shall be permitted to do so. Any statistical reporting of past transactions will be reported in composite form and will be clearly spelled out as to its purposes, limitations and proper usage, in terms compatible with the antitrust laws.

5. The IRgA will never enter into or sanction any agreements that tend to restrict competition between members or within the industry, generally. Any standards established by the IRgA shall be formulated by a broad consensus of the membership to ensure that there is no anti-competitive effect on the members or on the industry itself.
6. Trade shows sponsored by the IRgA shall be conducted in a non-discriminatory manner. All exhibitors shall have reasonable access to the show on equal terms.

The IRgA and its members subscribe to the basic philosophy that free trade and interaction of competitive forces yield the best allocation of economic resources, the lowest prices to customers, the highest quality and the greatest progress. The IRgA Policy on Antitrust reaffirms a commitment to conduct the association's affairs in a manner conducive to the attainment of these goals.

Email Discussion Forum Policy

Forum Rules & Guidelines

- Please reserve Forum discussions for topics best suited to the medium.
- Do not challenge or attack others. Discussions on the Forum are meant to stimulate conversation, not to create contention. Let others have their say, just as you may.
- Do not post commercial messages. Instead, contact people directly with products and services that you believe would help them.
- Use caution when discussing products. Information posted on the Forum is available for all to see, and comments are subject to libel, slander and antitrust laws.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything in a Forum message that you would not want the world to see or that you would not want anyone to know came from you.
- Please note carefully all items listed in the Disclaimer and Legal rules below, particularly regarding the copyright ownership of information posted to the Forum.
- Remember that the IRgA and other Forum participants have the right to reproduce postings to this medium.
- The IRgA reserves the right to suspend or terminate membership on the Forum for members who violate these rules.

Disclaimer and Legal Rules

This Forum is provided as a service of the International Reprographic Association (IRgA). The IRgA accepts no responsibility for the opinions and information posted by others. The IRgA disclaims all warranties with regard to information posted, whether posted by the IRgA or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall the IRgA be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on this site.

Do not post any defamatory, abusive, profane, threatening, offensive, or illegal materials. Do not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants the IRgA and users of this Forum the nonexclusive right and license to display, copy, publish, distribute, transmit, print and use such information or other material.

Messages should not be sent that encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

The IRgA does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, in the event that any inappropriate posting is brought to the IRgA's attention, the IRgA will take all appropriate action.

The IRgA reserves the right to terminate access to any user who does not abide by these guidelines.

Discussion Forum Etiquette

- Include a signature tag on all messages. Include your name, affiliation, location, and e-mail address.
- State concisely and clearly the specific topic of the comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- Include only the relevant portions of the original message in your reply, delete any header information, and put your response before the original posting.
- Only send a message to the entire list when it contains information that *everyone* can benefit from.
- Send messages such as "thanks for the information" or "me, too" to individuals – not to the entire list. Do this by using your e-mail application's forwarding option and typing in or cutting and pasting in the e-mail address of the individual to whom you want to respond.
- Do not send administrative messages; such as remove me from the list, through the Forum. Instead, please reply to leave-irgaforum-85829p@list.irga.com and request removal from the Forum. If you are changing e-mail addresses or need additional assistance, please email info@irga.com
- Warn other list subscribers of lengthy messages either in the subject line or at the beginning of the message body with a line that says "Long Message."

Policy on the Printing of Association Materials (Updated by Executive Committee 3/1/2004)

It is the policy of the IRgA to consider member firms for the printing of association materials whenever reasonably possible.

Generally,

- Local member printers will be considered unless geographic location is not an issue.
- Any offset printing project with estimated printing costs of \$2,000 or more will be sent to bid to at least one IRgA member.
- Smaller projects (for example, the Bukovsky Award Nomination Form, Mounting & Laminating self-mailer, post cards/teasers, etc.) will be sent to bid on a case-by-case basis.
- For the Annual Convention, nearby member companies will be asked to bid on work including sign production, on-site program and any on-site printing.
- Staff will solicit at least three competitive bids.
- Staff has the flexibility to explore alternative suppliers in cases where no IRgA member is able to complete the project within the established time frame.
- Staff will oversee management of the RFP.
- While it may be convenient to include certain members, such as Board members, past presidents or others, the RFP process will be conducted in a fair manner, giving all interested bidders a fair and equal opportunity to earn the association's business.
- The staff person overseeing the project will have the authority to determine which bid is best suited for that particular project.
- One consideration is the ability to mail or distribute the finished product.

Sexual Harassment & Nondiscrimination Policy

The International Reprographic Association (IRgA) is committed to maintaining an environment which respects the dignity of every member, director, officer, staff person, volunteer, vendor, exhibitor, program participant, and partner who is involved with any aspect of the associations' affairs. A primary component of this goal is the fostering of an atmosphere free of harassment and other forms of discrimination based on race, religion, color, gender, age, national origin, citizenship, disability, sexual orientation or any other legally protected category. IRgA has an expectation that everyone with whom it associates will share in its commitment to sustain such an atmosphere. Sexual harassment, and discrimination of any kind, are contrary to the standards of IRgA and will not be tolerated.

The Board of Directors of IRgA requests that each and every one of its members, officers, staff persons, volunteers, vendors, exhibitors, program participants and partners work with it to achieve the objectives of this policy, so that the mission of the IRgA is never diverted or weakened by inappropriate conduct.

Sexual Harassment-Definition

For purposes of determining whether a particular course of conduct constitutes sexual harassment, the following definition will be used under this policy: (for clauses in parenthesis, pick the one which is most appropriate)

Unwelcome or unsolicited sexual advances, requests for sexual favors, and verbal, visual or physical conduct of a sexual nature that creates any of the following conditions:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's (assignment to) (employment with) IRgA or participation in a IRgA activity; or
- Submission to or rejection of that conduct by an individual is used as the basis for decisions affecting the individual's (assignment to) (employment with) IRgA or participation in a IRgA activity; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or participation in an IRgA activity; or
- The conduct has the purpose or effect of creating an intimidating, hostile or offensive environment for the individual's (assignment) (employment) or participation in an Association activity.

Conduct alleged to be sexual harassment will be evaluated considering the totality of the particular circumstances, including the nature, frequency, location, context, and duration of the conduct at issue.

Nondiscrimination-Other Unlawful Harassment-Definition

This policy also prohibits other behavior that harasses an individual in conjunction with his/her (assignment to) (employment with) or participation in an Association activity based on his/her race, religion, color, gender, age, national origin, citizenship, disability, sexual orientation or any other legally protected category. Forms of such harassment can include physical, verbal and non-verbal behavior that harasses, disrupts, or interferes with an individuals' work performance or participation in an Association activity, or which in any other way creates or contributes to an intimidating, hostile or offensive environment.

Grievance Procedure

IRgA can only take corrective action when it becomes aware of problems. Therefore, IRgA encourages any individual who believes that he/she has experienced or witnessed sexual or some other inappropriate harassment or behavior to report the incident immediately to IRgA's Board of Directors, Chief Staff Officer/Executive Director, or IRgA staff. Anyone receiving a report of harassment has an affirmative obligation to raise such incidents immediately to IRgA's Chief Staff Officer/Executive Director or to a member of the Board of Directors for the purposes of initiating an investigation.

If the alleged offender or victim of a harassment report is a SmithBucklin employee, IRgA will immediately report the incident to SmithBucklin's Human Resources Department, who will undertake the responsibility of performing the investigation.

IRgA encourages reporting all incidents of harassment, regardless of who the offender may be, or of the offender's relationship to IRgA.

Investigation of Complaints

Unless the alleged incident involves a SmithBucklin employee, the (Executive Director/Chief Staff Officer) (Chief Elected Officer), on behalf of the Board of Directors, will undertake an appropriate investigation when he/she is informed that any harassment, including sexual, may have occurred in conjunction with IRgA's activities and affairs. IRgA is committed to promptly

and objectively investigate all complaints. Confidentiality will be maintained throughout the investigation to the extent practical and appropriate under the circumstances.

Investigations will be conducted in a timely manner. The (Executive Director/Chief Staff Officer) or Board designee will report all findings to the Board of Directors (or Board Committee).

If the alleged incident involves a SmithBucklin employee, IRgA will defer responsibility to conduct the investigation to SmithBucklin's Human Resources Department, in accordance with its corporate harassment/discrimination policy. Upon completion of such an investigation, SmithBucklin will share its finding with the Board of Directors (or Board Committee) to the greatest extent permissible under law and SmithBucklin's corporate policies.

Remedial Action

Upon receiving the investigation report from the (Executive Director/Chief Staff Officer) (Chief Elected Officer) or SmithBucklin, the Board of Directors (or Board Committee) will review and decide on appropriate remedial action appropriate for the individual circumstances. (, and offer its recommendation to the full Board of Directors for approval). All disciplinary measures will be administered in an objective, consistent, and constructive manner with the intention of motivating individuals who violate this policy toward proper conduct in the future.

If a member of IRgA's Board of Directors is alleged to have committed a violation of this policy, such member will recuse himself/herself from all board discussions involving the final investigative report and remedial actions.

Any individual found to have engaged in behavior which is in violation of this policy will be subject to appropriate disciplinary action at the sole discretion of the Board of Directors, termination of board/association membership or termination of the individual and the individual's employer's affiliation with IRgA.

If a SmithBucklin employee is determined to have violated this policy, SmithBucklin will administer the appropriate disciplinary action to such individual consistent with its corporate harassment/discrimination policy.

Non-Retaliation

Retaliation, in any form, against any person who exercises his or her right to make a complaint under this policy or who cooperates in the investigation of any such complaint is strictly prohibited, even if sufficient evidence is not found to substantiate the complaint. Any individual who is found to have engaged in harassment of or retaliation against any individual for exercising his or her rights under this policy will be subject to appropriate disciplinary action, up to and including those remedial actions referenced above.

IRgA appreciates the efforts of all persons and organizations that are in any way involved with its affairs to work as a partner in achieving the overall goal of this policy and assist in its implementation.

Records Retention Policy

	Records	Category	Retention
Membership & Publications	Applications	Sales Records	7 years
	Renewal	Sales Records	7 years
	Publication Orders	Sales Records	7 years
	Convention Registrations/Cancellations	Sales Records	7 years
	Seminar Registrations	Sales Records	7 years
	Membership Directory	Member Records	Permanent
Seminars	Originals of Materials	Event Records	Permanent
	Attendee List	Event Records	Permanent
	Marketing Material	Event Records	Permanent
	Evaluation Summary	Attendance Records	Permanent
Convention	AV Cassettes	Event Records	Permanent
	Insurance Policies and Contracts	Insurance Records	Permanent
	Master Bill	Contracts	Permanent
	Attendee List	Event Records	Permanent
	Evaluation Report	Attendance Records	Permanent
	Hotel Contract	Contracts	Permanent
	Photographer, Photo Proofs	Attendance Records	Permanent
	Onsite, Brochure, Attendee Directory (3 copies of ea.)	Marketing Records	Permanent
Financial	General Ledgers	A/R & A/P Ledgers	7 years
	Bank Statements	Bank Statements	7 years
	Taxes	Tax Returns	Permanent
	Balance Sheet/Income&Expense	Financial Statements	Permanent
	Payroll	Payroll Records	7 years
	Invoices	Invoices to Customers	7 years
Staff	Employee Personnel Records	Employee Personnel Records	Permanent
	Employee Benefit Plan Records	Employee Benefit Plan Records	7 years
	Employment Applications	Employment Applications	3 years
	401(k) Documents	Pension/Profit Sharing Doc.	Permanent
	Employee Handbook	Employment Records	Permanent
Misc.	Research Reports/Publications	Journals	Permanent
	REPRO REPORT	Journals	Permanent
	Insurance Policies	Insurance Policies	Permanent
	Insurance Records	Insurance Records	Permanent
	Contracts & Leases	Contracts & Leases	Permanent
	Correspondence – Customer/Vendor	Correspondence – Customer/Vendor	1 year
	Correspondence – General	Correspondence – General	3 years
	Correspondence – Legal	Correspondence – Legal	Permanent
	Invoices from Vendors	Invoices from Vendors	7 years

Minutes of Board of Directors Meetings	Minute Books of Directors	Permanent
Trademark Registration	Trademark Registration	Permanent
Regional Associations	Yearly Receipt of Meetings	Permanent

Policy on Contracts

The Board of Directors of the Association shall authorize all contracts entered into on behalf of the Association. The Board of Directors may authorize the Executive Director to sign contracts on its behalf through Board resolution.

All proposed contracts shall be reviewed and approved by the Executive Director of the International Reprographic Association.

For most contracts with third party contractors, it shall be the policy of the Association to “bid” contracts not more than every three years.

All contracts must be for expenses already approved within the current budget year. Exceptions must be approved by the Board of Directors.