



GLOBAL HEALTH EDUCATION CONSORTIUM  
(Formerly known as IHMEC:  
International Health Medical Education Consortium)

BY-LAWS

GHEC is a non-profit organization of health professionals, educators and institutions committed to addressing the health needs and human rights of populations around the world and to improving the ability of the global workforce to meet the needs of underserved populations. It accomplishes this mission through the promotion, development and expansion of high quality, culturally sensitive global health education for faculty, students and professionals worldwide.

*\*\*Founded in 1991 as IHMEC: International Health Medical Education Consortium, the organization voted upon and enacted a name change to GHEC: Global Health Education Consortium on April 1, 2005. The name change was effective immediately.*

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## Article 1: Name of the Organization

The name of the organization is Global Health Education Consortium, hereafter referred to as the Consortium or GHEC.

## Article 2: Place of Operation

GHEC is a membership-based, non-profit 501(c), California Consortium (California Tax Exemption ID# 1847666, Federal EIN# 94-3175750). The head office of the Consortium, known as the Secretariat, will be in New York, New York, or at such other location in the US authorized by the by-laws and in accordance with the procedures set out by the Board of Directors and in the California Consortiums Act.

## Article 3: Official Language

English is the official language of the Consortium. Public announcements and official documents will appear in English.

## Article 4: Seal and Certification of Documents

The Seal of the Society will be in a form prescribed by the GHEC Board of Directors. The Seal will have the inscription "GHEC" inscribed on it. The Seal may be affixed as necessary to all documents as authorized by the Board of Directors.

## Article 5: Membership

The membership in the Consortium is open to persons interested in fostering the mission and goals of the Consortium. Admission is without regard to race, creed, religion, gender or sexual orientation.

### Section 1: Membership Categories

The Board shall set from time to time the various categories of membership, their privileges, responsibilities.

- A. Individual Membership is open to any individual working in or interested in global health.
- B. Student and Resident Memberships are open to all students and residents engaged in a full-time program of study or a post-graduation residency. These categories entitle the members to all the privileges of active membership at a reduced fee
- C. Retired Membership is open to any individual currently retired who would like to participate in GHEC activities. These members are entitled to all privileges of active members at a reduced fee.

- D. Honorary Membership may be conferred by the Board on any person who has made a significant contribution to global health education. Honorary members shall be elected by the Board for life, shall be exempt from annual fees and shall have all privileges except the right to vote or hold office.
- E. Sustaining Contributors is open to foundations, businesses, organizations, educational or other institutions that contribute to GHEC. The Board will determine a minimum contribution. Sustaining Contributors are elected for a three-year period and shall be exempt from fees and shall not have the right to vote or hold office.
- F. Institutional Membership is open to health-related institutions. The institution should be an accredited health professional school and/or be active in some aspect of global health education or development.

## Section 2: Application Procedure

A candidate for membership must submit an application to the Secretariat for approval. The Secretariat will inform the candidate of such approval upon receipt of membership dues.

## Section 3: Dues, Fees and Assessments

The Board shall have the authority to levy dues, fees and assessments on all members of the consortium to support GHEC activities.

- A. Annual membership fees are processed twice a year (June and December). The annual membership fee for the various categories of membership will be determined by the Board.

## Section 4: Withdrawal and Forfeiture

Any member may resign from the Consortium by notifying the Secretariat in writing. There will be no refund of fees under these circumstances.

Failure to pay the appropriate membership fee within three months of the renewal date will result in cancellation of membership. The member should have received at least two notices for overdue fee, the last one by certified mail.

The Board shall have the right to terminate any member whose conduct injures or has the potential to injure the Consortium, or is contrary to or destructive of the goals of the organization. The allegations shall be conveyed in writing by the President to the member(s) involved and the said member(s) will have the opportunity to respond in writing to the President. Cancellation of membership

must be approved by seventy-five percent of the Board. The member(s) whose membership is cancelled will not be entitled to reimbursement of fees paid.

Section 5: Annual Meeting The Board may, at its sole discretion, hold an annual meeting of the membership at the time of the annual conference for purposes of reporting to the membership on GHEC programs and finances, and for soliciting feedback.

#### Article 6: Advisory Council

The Board may appoint an Advisory Council to advise the Board and Staff on technical or policy issues, or program changes.

#### Article 7: Board of Directors

##### Section 1: Directors as Members

A Board of Directors shall govern the affairs of the Consortium. Each Director shall be a member in good standing of the Consortium at the time of election and through the term of office.

The Board's responsibility includes formation and construction of overall policy and direction of the Consortium's interests and operations.

##### Section 2: Composition of the Board

The membership of the Board of Directors shall be no less than nine and no more than twenty-five.

Election of Directors – New members to the board shall be elected by a simple majority of the members of the board at a meeting where a quorum is present. Candidates for the Board of Directors will be presented for election to the Board by the Governance Committee

The Governance Committee is responsible for recruiting and selecting candidates for election to the board from the general membership. The Governance Committee will strive to present a diverse slate of candidates to the board from the various disciplines represented among the general membership.

Terms of Office – Each Board member shall serve a two-year term. Board members are eligible for re-election for subsequent terms with no term limits.

##### Section 3: Powers

A. The Board of Directors of the Consortium shall direct the affairs of the Consortium in all things and make, in its name, any kind of contract that

the Consortium may lawfully enter into. The Board may exercise all such powers and do all such other acts as the Consortium is authorized to do.

B. The Board shall have the power to make and amend such regulations as deemed necessary or desirable for carrying out the purpose of the said By-Laws.

C. The Board shall have the power to establish such standing and other committees as it sees fit for the efficient carrying out of the Consortium's affairs.

D. The Board shall employ and oversee the Executive Director of the Consortium.

E. The Board shall approve an annual operating budget for the Consortium and regularly review the financial activities of the Consortium. The board may, at its sole discretion, authorize changes to the budget as necessary from time to time.

Section 4: Officers and Duties – There shall be four officers of the Board consisting of the President, President-Elect, Secretary and Treasurer. The Board of Directors at the Annual Meeting shall elect the officers. The duties are as follows.

1. The President shall convene regularly scheduled Board meetings and preside or arrange for another member of the Executive Committee to preside in the President's absence, in the following order: President-Elect, Secretary, and Treasurer. The President shall be elected to a two-year term and shall not be eligible for re-election for more than two consecutive terms. The President shall appoint board members to various committees of the board on an annual basis and designate the chairs of the committees.
  2. The President Elect shall perform the duties of the President when the President is absent or the office is vacant.
  3. The Secretary shall be responsible for keeping records of Board actions, including its oversight of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained.
  4. The Treasurer will chair the Finance Committee, assist in the preparation of the annual budget, help develop fundraising plans, and prepare regular financial reports for the Board and oversee the financial affairs of the Consortium.
- A. Vacancies – When a vacancy on the Board exists, nominations for new members may be submitted by present Board members and/or the general membership for review and recommendation from the

Governance Committee for election at any Board meeting where a quorum is present.

- B. Resignation, Termination and Absences – Any Board member may resign from the Board without cause, at any time by giving written notice to the Executive Director or President of the Board. A Board member may be removed from office by the Board President for excessive absences from the Board as defined by two un-excused absences from Board meetings in a year. Any Board member may be removed from the Board, with or without cause, by a vote of three-fourths (3/4) of the Board members present at any Board meeting where a quorum is present. The term of office of the replacement of a member of the Board shall be to the end of the term of the vacating member's term. No replacement shall occur if the remaining term is less than six (6) months.

### Section 3: Board Meetings

- A. Frequency - The Board of Directors shall meet at least bi-annually in person or telephonically at an agreed upon time and place, for the purpose of transacting the business of the Consortium in each fiscal year. The President or a designee shall determine the date of the meeting(s).
- B. Notice of the meeting(s) shall be duly given to the Directors at least fourteen (14) days prior to the meeting. The Directors may meet by majority consent at any time or place without notice. The President shall call a meeting of the Board upon receipt of a request for the same from a minimum of five (5) members of the Board of Directors. A meeting of Directors shall not be made invalid by any error or omission in giving notice of a meeting. Any Director may at any time waive notice of any meeting and may ratify and approve any or all proceedings taken at the meeting.
- C. Venue – If the majority of the Directors consent, either generally or in respect to a particular meeting, Directors may participate in a meeting of the Board or of a Committee of the Board by means of a conference call or other communication facility. This is provided that the facility permits all persons to participate fully and communicate clearly with each other. A Director participating in such a meeting by such means is deemed to be present at the meeting.
- D. Quorum – A majority of the members of the Board of Directors shall constitute a quorum for the purpose of a meeting of the Board. A quorum of Directors present at a meeting shall be competent to perform all acts to be done at any such meeting. Provided that a quorum is present at the beginning of a meeting, the meeting may continue or adjourn even though Directors leaving reduce the number to less than a quorum. Directors who have declared a conflict of

interest on a particular question shall be counted in determining a quorum.

- E. Resolution and Voting - While reasonable efforts shall be made to achieve consensus of decision among the Directors, issues shall be decided by a majority vote. All board members eligible to vote shall be entitled to one (1) vote. All votes at any such meeting shall be taken by ballot if so demanded by any Director present. If no such demand is made, the vote shall be taken in the usual manner by way of assent or dissent. A declaration by the Chairperson that a resolution has been carried out with an entry to that effect in the minutes shall be admissible as evidence as prima facie proof of the fact.

#### Section 4: Indemnification

Except as limited below, each Director and officer (elected or appointed), whether or not then in office, shall be indemnified by the Consortium against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any threatened, pending or completed action or proceeding whether civil, criminal, administrative or investigative, to which such Director or officer is, or is threatened to be made, a party by reason of the fact that such Director or officer is or was an agent of the Consortium; provided, however, that such Director or officer must have acted in good faith, in a manner such person reasonably believed to be in the best interests of the Consortium and, in the case of a criminal proceeding, with no reasonable cause to believe that the conduct was unlawful.

- A. Limitations – With respect to any threatened, pending or completed action brought to procure a judgment in favor of the Consortium by or in the right of the Consortium, under Section 5233 of the California Consortiums Code, or by the California Attorney General or a person granted relater status by said Attorney General for breach of duty relating to assets held in charitable trust, the Consortium shall indemnify each Director and officer (elected or appointed), whether or not then in office, who was or is threatened to be made a party to such action by reason of the fact that such Director or officer was or is an agent of the Consortium, against expenses (including attorneys' fees) actually and reasonably incurred by such Director or officer in connection with the defense or settlement of such action; provided, however, that such Director or officer must have acted in good faith, in a manner such person believed to be in the best interests of the Consortium and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would have used under similar circumstances. No indemnification shall be made under this Section of amounts paid in settling or otherwise disposing of a threatened or pending action which is settled or otherwise disposing of

a threatened or pending action, with or without court approval, of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the California Attorney General, or with respect to any claim, issue or matter as to which the Director or officer shall have been adjudged liable to the Consortium in the performance of such person's duty to the Consortium, unless the court in which such proceeding was or is pending determines upon application that such person is entitled to indemnity for expenses specified by the court in light of all the circumstances of the case.

- B. Unsuccessful Defense – In the event that a Director or officer (elected or appointed), whether or not then in office, has not been successful on the merits in defense of any proceeding described above or in defense of any claim, issue or matter therein, such person shall be indemnified by the Consortium only if authorized in the specific case, upon a determination by a majority vote of a quorum of Directors who are not parties to such proceeding that indemnification of the Directors or officers is proper in the circumstances because such person has met the applicable standard of conduct set forth in the sections above.
- C. Expenses – Expenses incurred by any Director or officer (elected or appointed), whether or not then in office, in defending any proceeding may be advanced by the Consortium prior to final disposition only upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount unless it is determined ultimately that such person is entitled to be indemnified as provided in this Section.
- D. Insurance – The Board of Directors may authorize the Consortium to purchase and maintain insurance on behalf of any agent of the Consortium against any liability, other than a violation of Section 5233 of the California Nonprofit Public Benefit Consortium Law, asserted against or incurred by the agent in such capacity or arising out of the agent's status as such.
- E. Further Limitations – This Section does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Consortium, provided that nothing contained in the Section shall limit any right to indemnification to which such trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by law.

## Section 5: Conflict of Interest

Where any Director and/or Executive Committee member -- either on his or her own behalf or while acting for, by, with or through another, has any pecuniary or personal interest direct or indirect, in any matter, or otherwise has a conflict of interest, he or she:

Shall disclose his/her interest fully at a meeting of the Directors in the manner prescribed by the Articles of Incorporation of the Consortium.

Shall disclose his/her interest and the general nature thereof prior to any consideration of the matter in the meeting.

Shall not take part in the discussion or vote on any question in respect of the matter.

Shall not in any way whether before, after or during the meeting act so as to influence the voting on any such question.

The pecuniary or personal interest of an immediate family member shall, if known to the Director, be deemed to be also the pecuniary interest of the Director. Every declaration of interest and the general nature thereof shall be recorded in the minutes of the meeting.

#### Article 8: Executive Director and Staff

##### Section 1: Executive Director

The Board shall hire the Executive Director. The Executive Director has day-to-day responsibility for the Consortium including carrying out the Consortium's goals and Board policy. The Executive Director shall attend all Board Meetings, report on the progress of the Consortium, answer questions of members and carry out the duties outlined in the job description. The Executive Director is responsible for Secretariat staff and other personnel. The Board can designate other duties as necessary. The Executive Director shall act as ex-officio, be an officer of the Consortium and shall be entitled to receive notice and attend all meetings of the Board and its Executives.

The Executive Director has the authority to hire and oversee staff (consulting and directly employed) to execute the activities of the Consortium, according to the Board approved budget (and/or approved budget changes).

#### Article 9: Committees

In addition to the standing committees (Executive, Finance, Membership, Governance, Program Development, Conference Planning), the Board may create committees as needed, such as strategic planning and public relations. The Board President appoints all committee chairs and members of the committees. Committee members do not

have to be members of the Board, though each standing committee should have be chaired by a Board member and comprised of at least two board members

The Executive Committee is comprised of the President, President-Elect, Immediate-past president, Secretary, Treasurer, Executive Director, and up to two additional members as the President may indicate. The charge of the Executive Committee is to make decisions between the Board meetings within the guidelines laid down by the Board. The Executive Committee shall have all the powers and authority of the Board of Directors, and shall be subject to the direction and control of the Board of Directors. The Executive Committee shall review the performance of the Executive Director.

The Finance Committee shall be chaired by the Treasurer. The membership shall be comprised of no less than three other Board members. The Committee is charged and responsible for the development and review of fiscal procedures, fundraising plans, annual budget with staff and other Board members.

Membership Committee: Shall be responsible for recommending different membership categories, requirements for membership, monitoring membership characteristics and growth, and for activities directed at increasing/enhancing membership.

The Governance Committee shall be appointed by the President of the Board to represent the diverse aspects of the non-profit Consortium. The Committee shall consist of three Board members with the Executive Director as an ex-officio member. The Committee shall be responsible for developing nominees for Board elections, and planning for Board training and leadership development. The committee shall prepare a slate of candidates for election to the Board. The Board shall encourage nominations from within the GHEC membership across its many disciplines.

The Conference Planning Committee shall have responsibility for planning the next annual conference and shall be chaired by the host of this conference.

#### Article 10: Financial Administration

The Fiscal Year of the Consortium/Consortium shall end on December 31<sup>st</sup> of each calendar year, but may be changed by the resolution of the Board. The Board must approve the budget and all expenditures. Quarterly reports shall be submitted to the Board showing income, expenditure and pending income. Certain financial statement of the Consortium shall be made available to the general membership, and the public.

Contracts – The President, and/or, the Executive Director shall be authorized to execute contracts on behalf of the Consortium. Unless determined by the Board,

no other individual, including the chair of any committee, shall be authorized to bind the Consortium to any contracts.

Checks, Drafts, and Notes – All checks, orders for payment of money and insurance certificates shall be signed or endorsed by such agent/s of the consortium and in such manner as shall from time to time be determined by the resolution of the Board, or any committee to which such authority has been expressly delegated by the Board.

Deposits and Accounts – All funds of the Consortium, not otherwise employed, shall be deposited from time to time in general or specific institutions such as banks, trust companies or other depositories by the Finance Committee or any committee to which such authority is delegated by the Board. The Board may from time to time delegate power. Checks, drafts and other orders of the Consortium may be endorsed and delivered on behalf of the Consortium by any officer/s or agent/s of the Consortium.

Books and Record Keeping – There shall be kept at the office of the GHEC Secretariat a correct record of the activities and financial transactions of GHEC, including a book of minutes that shall contain a copy of the Articles of Incorporation, a current copy of the By-Laws, all indemnification of officers, Directors, administrative personnel, and the audited financial statements (or at minimum, a comprehensive financial statement reflecting all revenue, expenses by program, management and fund-raising categories and reports of balances).

Annual Financial Statements – Complete financial statements prepared in conformity with generally accepted accounting principles (GAAP), or other comprehensive accounting principles, shall be presented and reviewed by the Board as soon as practicable after the close of each fiscal year.

#### Article 11: Annual Report

An annually updated written account of the Consortium's purpose, structure, programs and financial condition will be published and made publicly available. All such documents shall be available for inspection by any active member during normal business hours.

#### Article 12: Designated Contributions

The Consortium may accept designated contributions, and the Consortium shall at all times have control over such contributions and over the ultimate use or disposition thereof, notwithstanding the designation. Consent of the Board may obligate the Consortium to satisfy any designation of any contribution.

#### Article 13: Interpretation of By-Laws and Gender Neutral Language

In these By-Laws, gender-neutral language is used as much as possible.

#### Article 14: Amendments to By-Laws

The By-Laws of the Consortium may be further enacted, amended or repealed by a majority of Directors at a meeting of the Board of Directors, and sanctioned by an affirmative vote of at least two-thirds (2/3) of the board members present at any board meeting convened for the said purpose of considering the enactment, amendment or repeal of the By-Laws.

#### Article 15: Dissolution of the Consortium

In the event of dissolution of the Consortium, assets remaining after payment or provisions for debts shall be paid to other organizations, to be selected by the Board, which are organized and operated for charitable education and scientific purposes whose activities or functions are similar to those of the Consortium, and which are recognized as Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

#### Article 16: Irrevocable Dedication

The property, assets, profits and net income of this Consortium are irrevocably dedicated to charitable purposes and shall not inure to the benefit of any Director or officer of this Consortium or to the benefit of any private individual, except that the Consortium shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this document.

Signature Page

Duly sanctioned by the members of the Global Health Education Consortium at its Annual General Meeting and the President of GHEC.



Date: June 15, 2007

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Signature of President, Global Health Education Consortium

Richard J. Deckelbaum

Date: June 15, 2007

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Printed Name of President, Global Health Education Consortium

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Filename = Mstr GHEC bylaws approved 4 May 2007