

The Odisha Society of The Americas
Statement of Member Rights and Privileges
Last Updated: September 5, 2014

1. Introduction

1.1 Namaskar! We are excited about your interest in The Odisha Society of the Americas ("OSA"). In order to let you know about the benefits of being a member, and a couple of obligations, we've created this Statement of Member Rights and Privileges, which we call the "Statement of Rights". By applying for OSA membership and/or becoming an OSA Member, as defined below, you agree to be bound by this Statement of Rights.

1.2 This Statement of Rights is effective as of the date specified above, but may be updated from time to time and applies retroactively to any individuals deemed Members prior to the effective date. The most current Statement of Rights will be made available on the OSA Website, as defined below. If you continue to be an OSA Member after this Statement of Rights has been amended, we'll assume that means you accept the changes.

2. Definitions

To help you understand this document, here is our explanation of certain terms you'll see below.

"Annual Convention" shall refer to an annual gathering of the OSA general membership on or around July 4th of each year.

"Governing Board" or **"BOG"** shall mean the OSA Board of Governors.

"Member" shall mean any individual who has applied and/or been accepted to be a member of OSA. Membership in OSA shall be categorized as Annual Member, Five-Year Member, Life Member, Patron, or Benefactor, as defined in the Membership Application.

"Voting Member" shall mean those OSA Members maintaining primary residence in the United States and/or Canada.

"Non-voting Member" shall mean those OSA Members maintaining primary residence outside the United States and Canada, and/or Honorary Members, as defined below. If a Voting Member's primary place of residence changes to a location outside the United States and Canada, that individual shall be deemed a Non-voting Member until such time he or she again holds primary residence in the United States or Canada. Should a Non-voting Member permanently move to the United States and/or Canada, his or her status shall change to that of a Voting Member.

"Honorary Member" shall mean an individual awarded membership in OSA at the discretion of the Governing Board without payment of membership fees.

"Membership Application" or **"Application"** shall refer to the form to be filled out by individuals applying for membership in OSA.

"OSA" shall mean The Odisha Society of the Americas.

"OSA Website" shall mean <http://www.orissasociety.org>, <http://www.odishasociety.org>, and/or any respective sub-sites.

3. Membership

3.1 We'd like to welcome as many people as possible into our organization! Membership is open to anyone eighteen (18) years of age or over, interested in Odisha and Odia culture.

3.2 If you wish to become a Member, you may submit a Membership Application and the pertinent application fee, as set forth in the Application itself, to the OSA Treasurer. After reviewing your Application and receiving your fee, the OSA Secretary and/or Treasurer may ask for additional information in order to make sure that you're eligible. If that happens, you'll have fifteen (15) extra days to submit the additional information or we won't be able to process your Application.

3.3 We hope this won't happen, but the Secretary and/or Treasurer do reserve the right to reject a Membership Application for any reason. For example, if you don't meet the eligibility requirements, we unfortunately can't let you become a Member.

3.4 The Treasurer will not deposit your application fee until your Membership Application is accepted.

3.5 Your membership in OSA is not transferable; nor does this Statement of Rights confer any third party beneficiary rights.

3.6 We'd be sad to see you go, but you may leave OSA at any time by notifying the Secretary in writing via U.S. or electronic mail. Unfortunately, we won't be able to refund any of your previously remitted membership fees.

4. Membership Categories and Fees

4.1 You can find the pertinent fee for each category of OSA membership, as listed above in Section 2, in the Membership Application. Of course, Honorary Members won't have a membership fee.

4.2 If you're single and hold a Life Membership, and you decide to get married, your spouse will also become a Life Member. If you're married and hold a Life Membership, and your status changes, both you and your spouse can retain individual Life Memberships.

4.3 The Governing Board can make changes to OSA's membership categories and fees, but only upon approval of OSA's Voting Members. You can find more details on this in the OSA Constitution and Bylaws.

The Odisha Society of The Americas
Statement of Member Rights and Privileges
Last Updated: September 5, 2014

4.4 A member can upgrade his/her membership by paying the difference of prevailing fees for the membership levels, at the time of upgrade request. For example, if the prevailing fee for 5yr member is X and for Life Member it is Y, a member can upgrade from 5yr level to Life Member level by paying Y – X.

5. Membership Benefits

5.1 As a Member, you'll receive an electronic copy of the quarterly OSA Newsletter. This may include notes from the OSA President and Secretary, a summary of activities, non-political news from Odisha, and a digest of Odia-American youth activities.

5.2 We welcome all Members to register for and attend OSA events and activities, including the Annual Convention.

5.3 If you attend the Annual Convention, you'll receive a copy of the OSA Souvenir, an annual literary magazine, and the OSA Directory, a written directory of all Members. Additionally, if you're a Voting Member, you'll receive electronic copies of these documents. If you're a Voting Member, but don't attend the Annual Convention, you can request a hard copy of these documents in writing by no later than May 31st of the year of publication, as long as you include payment for printing and shipping expenses.

5.4 After each Annual Convention, as a Member, you'll receive a written report summarizing any financial collections and expenses relating to the Annual Convention.

5.5 If you're a Voting Member, you can request paper communications from the OSA Governing Board instead of electronic communications.

5.6 If you're a Voting Member, you'll have standing to file grievances, as set forth in Section 9 below.

5.7 Only Voting Members can:

- a) participate in OSA elections;
- b) nominate candidates for the offices of OSA President, Vice President, Secretary, and Treasurer;
- c) vote upon resolutions and/or amendments to the OSA Constitution and/or Bylaws; and
- d) nominate recipients for OSA awards.

5.8 We may post additional Member benefits on the OSA Website from time to time. Please take a look frequently so you can be apprised of your rights and privileges.

6. Member Responsibilities

6.1 Once you've become a Member, if you move to a different permanent address, you'll need to notify the OSA Secretary of your new address.

6.2 In order to protect OSA, we require that you don't:

- a) act in any way which breaches this Statement of Rights and/or the OSA Constitution and Bylaws; or
- b) abuse or misuse the rights and privileges of OSA membership, including, but not limited to, by:
 - i) engaging in illegal or fraudulent activities;
 - ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to OSA;
 - iii) engaging in conduct which is intended to compete with or cause harm to OSA; or
 - iv) engaging in conduct likely to substantially injure the reputation of OSA.

6.3 While we don't anticipate this will happen, the Governing Board does reserve the right to revoke or terminate your membership at any time for any reason, including if you violate of this Statement of Rights, and/or the OSA Constitution and Bylaws.

7. Changes to this Statement of Rights

7.1 The Governing Board may change this Statement of Rights, and these changes may affect your status as a Member.

7.2 We'll do our best to take reasonable measures to notify you of any changes to this Statement of Rights, but we may not always be able to do so. To be apprised of the most recent version of this Statement, please check the OSA Website.

8. Personal Information

8.1 The Membership Application will request certain personal information about you. We may use this information for various purposes, including verifying your eligibility, notifying you of changes to this Statement of Rights, distributing the OSA Newsletter and/or other announcements, and requesting votes, opinions, and/or feedback. We may also publish this information in the OSA Directory.

8.2 While we hope you'll look forward to receiving communications from OSA, we understand that you may opt not to. If that's the case, or if you don't want your contact information published in the OSA Directory, you can submit a written request to the OSA Secretary.

The Odisha Society of The Americas
Statement of Member Rights and Privileges
Last Updated: September 5, 2014

9. Jurisdiction, Choice of Law, & Other Stuff

In order to protect OSA, we thought we'd add in a few words from our legal advisors.

9.1 This Statement of Rights shall be governed by and construed in accordance with the laws of the state of residence of OSA's current general counsel and/or legal advisor, without regard to conflict of law provisions.

9.2 We hope this won't be the case, but if you're a Voting Member and you have a grievance with OSA, including, but not limited to, any dispute arising out of or relating to this Statement of Rights, the Constitution and Bylaws set forth the process by which your grievance must be raised. To summarize, any and all grievances must be submitted in writing. An OSA Grievance Hearing Committee will investigate the grievance, and provide a written report and proposed solution within sixty (60) days. Should you remain dissatisfied, you can appeal to the Governing Board in writing within thirty (30) days, and the Governing Board will issue a determination on your appeal within thirty (30) days of receipt of your appeal.

9.3 In the event you continue to feel that your dispute with OSA has not been resolved, the parties (you and OSA) agree to participate in at least four (4) hours of non-binding mediation. Any such mediation shall be held in the federal judicial district of OSA's current general counsel and/or legal advisor, and be conducted by a mutually agreed-upon mediator. The parties agree to share equally in the costs of the mediation.

9.4 Should the parties be unable to reach agreement at the conclusion of mediation, you agree to resolve any claim, cause of action, or dispute with OSA exclusively in a state or federal court located in the county of residence of OSA's current general counsel and/or legal advisor. You further agree to submit to the personal jurisdiction of the courts located in such county for the purpose of litigating all such claims.

9.5 Should anyone else bring a claim against OSA related to your actions as a Member, you shall indemnify and hold OSA harmless from and against all damages, losses, and expenses of any kind (including, but not limited to reasonable legal fees and costs) related to such claim. Should this be the case, OSA shall do its best, keeping in mind its financial constraints and legal obligations, to assist you.

9.6 This Statement of Rights shall constitute the entire agreement between OSA and its Members, including you, and shall supersede any prior agreements.

9.7 If any portion of this Statement of Rights is found to be illegal, invalid, or unenforceable, the remaining portion will remain in full force and effect.

9.8 If OSA fails to enforce any portion of this Statement of Rights, it will not be considered a waiver.

9.9 Any amendment to or waiver of this Statement of Rights must be made in writing.

9.10 Nothing in this Statement of Rights shall prevent OSA from complying with the law.