

Integration Agreement

This agreement ("Agreement") is made as of the 6th day of June, 2018 (the "Effective Date") between The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891 ("The Trustees"), and deCordova and Dana Museum and Park, a Massachusetts charitable corporation created on December 8, 1948 pursuant to the provisions of Chapter 180 of the General Laws of The Commonwealth of Massachusetts ("deCordova") (each a "Party" and collectively the "Parties").

WHEREAS, both deCordova and The Trustees are charitable organizations exempt from federal income tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by reason of being described in section 501(c)(3) of the Code;

WHEREAS, deCordova is set in the Town of Lincoln on a unique property with great natural beauty as well as historical, cultural, and community significance, and deCordova mobilizes a broad mission that encompasses contemporary art, culture, education, ecology, and landscape enhancement for the residents of the Town as well as people of every age and background (the "deCordova Purposes");

WHEREAS, deCordova was established by the Town of Lincoln to serve as a museum and park for the benefit of Town residents and others, in fulfillment of Julian deCordova's vision for the property as described in the 1930 deed that transferred his residence to and for the benefit of the Town and in his will and the codicil to his will that transferred the remainder of his personal property and financial assets to and for the benefit of the Town (the "deCordova Gift Instruments") and this commitment to the community remains as an important element of deCordova's work today;

WHEREAS, deCordova wishes to strengthen the operations of and support for its activities and programs in a way that preserves and furthers deCordova's ability to continue such activities and programs for the long term and for the enduring benefit of the residents of the Town of Lincoln and the general public, in furtherance of the deCordova Purposes;

WHEREAS, deCordova is an accredited AAM museum and AAMD member and abides by the professional standards of those organizations;

WHEREAS, deCordova approved a strategic plan on November 20, 2017 to serve as a guide for future endeavors and of which this agreement is in partial fulfillment;

WHEREAS, on February 27, 2018, the Parties signed a joint Statement of Intent, which set out their mutual goals for working together and contemplated that the Parties would enter into an Integration Agreement to establish the specific terms by which the Parties would achieve integration;

WHEREAS, The Trustees is an organization with a mission of preserving, for public use and enjoyment, properties of exceptional scenic, historic, and ecological value in Massachusetts;

WHEREAS, In addition to the stewardship of its reservations, The Trustees cares for and curates the stories of people and place and the extensive art, archives, and historic object collections associated with the reservations, and in 2015, The Trustees launched the Art & Landscape Initiative, which is a statewide outdoor contemporary art program intended to enliven the landscape, engage new audiences, and inspire dialogue that is relevant and forward looking;

WHEREAS, The Trustees has a positive and successful track record of affiliating with other organizations within the Commonwealth of Massachusetts whose charitable missions align with the Trustees' focus on preserving and promoting natural and cultural resources;

WHEREAS, deCordova and The Trustees recognize the potential of integrating their two organizations in order to enhance and further their respective charitable missions and are committed to entering into a long-term integration that is consistent with the deCordova Purposes (the "Integration");

WHEREAS, deCordova and The Trustees acknowledge the unique relationship between the Town of Lincoln and deCordova and are committed to effecting the Integration in a way that will maintain a strong and robust relationship between residents of the Town of Lincoln and deCordova both prior to and after the Integration, in part through representation on the deCordova Board of Trustees and the deCordova Advisory Board;

WHEREAS, the approval of a majority of the residents of the Town present at a Town Meeting is required for the Bylaw changes contemplated herein to be effective (the "Town Approval"), and these changes are essential to the establishment of an integrated relationship between the two organizations;

WHEREAS, deCordova and The Trustees have committed to taking certain preliminary steps in order to secure a firm financial and other basis for an integrated relationship between the Parties (the "Milestones"), including securing the required approval from the residents of the Town of Lincoln for the Bylaw changes necessary to such Integration (the "Town Approval");

WHEREAS, deCordova and The Trustees desire to effect the Integration once the Milestones are achieved and the Town Approval is secured;

WHEREAS, the Board of Directors of The Trustees and the Board of Overseers of deCordova and the Board of Trustees of deCordova each have duly authorized and approved this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, deCordova and The Trustees agree as follows:

Section 1. General Statement of Purposes

The Trustees and deCordova wish to lay a groundwork for the long-term Integration of the two organizations in the manner set forth in this Agreement, in order to increase their collective capacity to more effectively accomplish their shared goals. This Agreement sets forth the terms and conditions related to the realization of a full integration between the Parties.

Section 2. The Trustees' Conditions to Integration

- A. Milestones. The Trustees is committed to assisting deCordova to invigorate and deepen community support for deCordova and its operations, and deCordova and The Trustees agree that such community engagement is essential for the success of the Integration. To that end, both Parties agree each of the following Milestones is a significant and material condition precedent to Integration:

1. **Fundraising.** The Trustees and deCordova commit to engaging in joint fundraising efforts with the goal of raising \$15 million intended specifically to support the Integration described in this Integration Agreement (the "Integration Funds"). The Parties understand and agree that:
 - a. All grants or contributions that are received on or after the Effective Date on behalf of or for the benefit of deCordova and that are specifically designated by the donor to support the Integration shall be considered Integration Funds.
 - b. To supplement deCordova's anticipated FY 2019 revenue, up to \$100,000 per month for a total of ten (10) months shall be available from the Integration Funds, to the extent that a corresponding amount of Integration Funds have been raised from donors who have agreed to permit their donations to be used by deCordova to support deCordova's operations prior to the implementation of the Integration.
 - c. Integration Funds raised by the Parties in excess of \$1 million shall be held in joint escrow until the earlier of the following:
 - 1) The Implementation Date (as defined below in Section 4.B), at which point the remaining Integration Funds may be made available for deCordova's benefit, or
 - 2) The termination of this Agreement for any reason other than termination upon the Implementation Date of the Integration as described in this Agreement, at which point all Integration Funds held in escrow shall be returned to the donors of such funds.
2. **DeCordova Trust.** The Trustees understands that the Trust u/w/o Julian deCordova (the "deCordova Trust") holds financial assets for the sole benefit of deCordova. The deCordova Trust is currently administered by a corporate trustee. Once Town approval of the revised Bylaw changes has been secured per Section A.5(b) of this Agreement, DeCordova agrees to formally request the resignation of the existing deCordova Trust trustee and to exercise its reasonable best efforts in supporting and pursuing the appointment of successor trustees as identified and nominated by The Trustees, subject to Probate Court approval to the extent required by law. In addition, the Parties acknowledge and understand that the consent of the current corporate trustee to resign and to support the appointment of successor trustees is a significant and material condition to the Integration.
3. **Additional Efforts.** DeCordova and The Trustees will collaborate regarding such additional efforts as may be necessary to communicate with regulatory and other stakeholders regarding the Integration.
4. **Use of Land and Structures.** DeCordova agrees to exercise its reasonable best efforts to obtain written documentation from the Town (in the form of a memorandum of understanding or other suitable and legally enforceable document) satisfactory to The Trustees that confirms deCordova's occupancy and use of the land and structures conveyed to the Town by Julian deCordova. In addition, the Parties acknowledge and

understand that obtaining such written documentation is a significant and material condition to the Integration.

5. Town Engagement and Approval of the Revised Bylaws

- a. Town Engagement. DeCordova and The Trustees will develop a plan for engaging Town leadership, key deCordova supporters based in the Town, and residents of the Town in general regarding the purpose and long-term benefits of the Integration described in the Integration Agreement. Each Party commits to engaging Town stakeholders in a meaningful manner for the purpose of educating residents of the Town regarding the long-term benefits of the Integration and building support for the Integration.
 - b. Town Approval. DeCordova and The Trustees will jointly work toward securing the approval of revised Bylaws provided in Exhibit A (the “Revised Bylaws”) by a majority of Town residents present at the March 2019 Town Meeting. The Parties acknowledge, however, that if such approval is not forthcoming at the March 2019 Town Meeting, both Parties express their good faith intention to continue to engage Town residents regarding the Integration for the purpose of securing approval of the Revised Bylaws at the March 2020 Town Meeting and the March 2021 Town Meeting, if needed.
6. Governance. Each current member of DeCordova’s Board of Trustees and deCordova’s officers (President, Vice President, Treasurer, and Clerk) shall submit to The Trustees letters of resignation providing that such resignations shall be effective as of the Implementation Date. Members of deCordova’s Board of Trustees will promptly be invited to join the deCordova Advisory Board. The Advisory Board will have at least 9 members and not more than 25. In addition, the new Advisory Board will be comprised of a majority of Lincoln residents. Three members of the Advisory Board who are residents of Lincoln and are selected in consultation with the Advisory Board will be invited to join the initial Board of Trustees.

For the avoidance of doubt, these Milestones must be met to the satisfaction of The Trustees, *inter alia*, in order for The Trustees to provide formal consent to being named as the sole statutory Member of deCordova, as provided in Section 4.B herein.

Section 3. DeCordova’s Conditions to Integration

- A. DeCordova has a duty to ensure that the effect of this Agreement is to preserve and further the deCordova Purposes in a manner consistent with the intent and legacy of Julian deCordova and that builds upon the vital relationship that deCordova has established with the Town of Lincoln. To the extent that this Agreement requires individuals who have dedicated many years of their lives to furthering the deCordova Purposes to transfer governance of deCordova to The Trustees, the current Trustees of deCordova believe that the execution of this Agreement is in fulfillment of, and not in derogation of, their fiduciary obligations and is consistent with the deCordova Purposes.
- B. DeCordova appreciates that The Trustees, as the sole statutory Member of deCordova upon and following the Implementation Date, must have latitude to operate and maintain the deCordova property and the deCordova Museum in a manner consistent with the deCordova

Purposes and deCordova's financial and other considerations, including circumstances as they develop, without imposition of undue restrictions.

- C. In consideration of items 3.A and 3.B above, The Trustees (as sole statutory Member of deCordova upon and following the Implementation Date) agrees to operate the property and assets of deCordova in a manner that aligns with the deCordova Purposes and that is not inconsistent with the terms of the deCordova Gift Instruments, as the same may have been or from time to time may be interpreted, or as derivations from the same may be permitted, by a court. Specifically, The Trustees recognizes deCordova's curatorial and educational expertise; deCordova in turn recognizes The Trustees' need for operational flexibility in a changing environment and the benefit of creative and collaborative program development to achieve the strategic goals of both organizations contained in this agreement.

Section 4. Implementation of the Integration

- A. The Trustees' Board of Directors and the deCordova Board of Trustees shall each vote to approve this Agreement no later than May 30, 2018.
- B. Within fourteen (14) days of the approval of this Agreement by the deCordova Board of Trustees, the deCordova Board of Overseers shall vote to approve the Revised Bylaws as provided in Exhibit A, such vote to provide that the Revised Bylaws shall be effective as of the later of (i) the date that Town Approval of the Revised Bylaws is obtained and (ii) the date The Trustees sends written notice to deCordova formally consenting to The Trustees being named as the sole statutory Member of deCordova (the "Implementation Date").
- C. During the period extending from the Effective Date to the Implementation Date, the Parties shall cooperate regarding the items of due diligence described in Exhibit B. Satisfactory completion of due diligence is a material condition to The Trustees' providing formal written consent to being named as the sole statutory Member of deCordova as provided in Section 4.B herein.
- D. As soon as practicable (as determined by The Trustees) after the Implementation Date, the following shall occur:
1. The Trustees, acting through its Board of Directors or its designee and as deCordova's sole statutory Member, shall elect new members of the Board of Trustees as provided in deCordova's Revised Bylaws, to include not fewer than three residents of the Town of Lincoln, who shall also be appointed to the Advisory Board provided in Section 4.D(3).
 2. As soon as practicable, after new members of the deCordova Board of Trustees are elected as provided in Sections 4.D(1) above, the deCordova Board of Trustees shall meet to approve, *inter alia*, a new slate of officers (specifically, President, Vice President, Treasurer, and Clerk).
 3. The Trustees shall appoint a deCordova Advisory Board. Members of deCordova's Board of Trustees prior to the Implementation Date will promptly be invited to join the deCordova Advisory Board. Additional members may comprise, in part, individuals who were Overseers of deCordova prior to the Implementation Date. The charter for the deCordova Advisory Board, is attached as Exhibit D.

4. The deCordova Advisory Board will work with individuals who were Overseers of deCordova prior to the Implementation Date to identify opportunities for their continued engagement that may be proposed to the deCordova Board of Trustees, including committee work, volunteer opportunities, and ambassadorial service.
5. DeCordova shall change its fiscal year to match that of The Trustees, *i.e.*, one that ends on March 31 of each year, beginning no later than the first deCordova fiscal year to begin following the Implementation Date.
6. No later than ninety (90) days following the Implementation Date, financial assets of deCordova shall be transferred to The Trustees as custodian of such funds and such financial assets shall be tracked and maintained separately by The Trustees thereafter.

Section 5. Representations of deCordova

In order to induce The Trustees to enter into this agreement, deCordova represents and warrants that the representations contained in Exhibit C are true, accurate and complete in all material respects.

Section 6. Representations of The Trustees

In order to induce deCordova to enter into this agreement, The Trustees represents and warrants that the representations contained in Exhibit C are true, accurate and complete in all material respects.

Section 7. Other Matters

- A. The term of this Agreement shall commence on the Effective Date and shall extend until such time as this Agreement is terminated pursuant to Section 7.G (herein referred to as the "Term").
- B. DeCordova and The Trustees agree to execute and deliver such additional documents, including amendments to this Agreement, as may be reasonably required to implement the provisions and intent of this Agreement or that may be required pursuant to any regulatory or other approval.
- C. In consideration for the time and resources that will be devoted by The Trustees to the due diligence process, deCordova agrees that for the period commencing on the Effective Date and ending on the Implementation Date or on the termination of this Agreement as provided herein, deCordova shall not, directly or indirectly, through its members, trustees, officers, employees, affiliates, agents or otherwise, (i) solicit, entertain encourage or participate in any discussions or negotiations or otherwise cooperate in any way with, or provide any information to, any person, entity or group (other than The Trustees) concerning any sale of assets (except for sales in the ordinary course of deCordova's business as described in Section 7.D), affiliation, integration, merger, combination or similar transaction involving deCordova and/or deCordova's assets, or (ii) effect, including entering into any agreement to effect, any such transaction.
- D. For the period commencing on the Effective Date and extending through the Implementation Date, deCordova shall carry on its business in the ordinary course and in substantially the same manner as it is currently being conducted. In addition, the deCordova Executive Director shall take reasonable steps to advise The Trustees' President regarding prospective material changes in finances, programming, and staffing.
- E. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, with

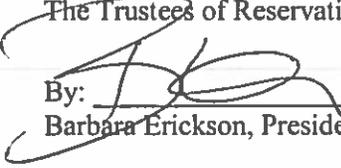
respect to the subject matter hereof. With respect to the subject matter hereof, no representation, warranty, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

- F. For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. At any time prior to the Implementation Date, either Party shall have the right to withdraw from this Agreement for cause, which for the purposes of this Agreement shall be defined as gross negligence, willful misconduct or material failure of the other Party to fulfill its obligations hereunder beyond a reasonable cure period, by giving the other Party notice of such action; provided, however, that if the Implementation Date has not occurred by the March 2021 Town Meeting, either Party shall thereafter have the right to withdraw from this Agreement by sending to the other Party written notice of such action at any time prior to the Implementation Date. Upon and following the withdrawal of a Party from this Agreement prior to the Implementation Date, this Agreement shall become null and void and there shall be no liability or obligation by either Party hereto to the other Party.
- H. This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Massachusetts, without regard to its provisions regarding conflicts of laws.
- I. Each Party shall be responsible for its own costs and expenses in connection with the negotiation, execution, and implementation of this Agreement.
- J. Except as required by law, neither Party shall make any public announcement regarding this Agreement or disclose the terms or existence of this Agreement to any person other than its members, directors, trustees, officers and financial and legal advisors without the prior written consent of the other Party. In addition, the Parties shall not issue any press release or otherwise make any public statement with respect to the transactions contemplated herein, without the mutual consent of deCordova and The Trustees.

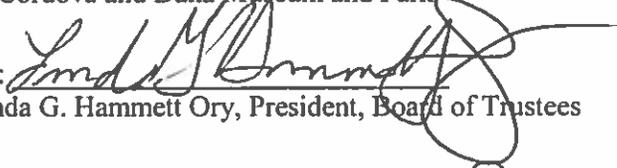
**** The remainder of this page is intentionally left blank. ****

IN WITNESS WHEREOF, the Parties hereto have signed their names on the day and year before mentioned.

The Trustees of Reservations

By: 
Barbara Erickson, President & CEO

DeCordova and Dana Museum and Park

By: 
Linda G. Hammett Ory, President, Board of Trustees

Title: 
John B. Ravenal, Executive Director

Exhibit A

Bylaws of deCordova Sculpture Park and Museum

ARTICLE I – Name and Seal

The name of the Corporation shall be "deCordova and Dana Museum and Park." It shall have a corporate seal bearing the name of the Corporation and such other device or inscription as the Board of Trustees may determine. The Board of Trustees may change the form of the seal and the inscription thereon at any time.

ARTICLE II – Overseers

The Overseers of the Corporation shall be The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, as a corporate entity.

ARTICLE III - Trustees and Officers

The Board of Trustees of the Corporation shall consist of nine members.

The officers of the Corporation shall consist of a President, one or more Vice Presidents, one of whom shall be designated as First Vice President, Treasurer and Clerk, and such other officers as may be elected by the Trustees. Officers shall be elected by the Board of Trustees at their first meeting held after the Annual Meeting of the Corporation, to serve for one year. The President, all Vice Presidents, Treasurer and Clerk shall be members of the Board. In the event of any vacancy in the office of President, Vice President, Treasurer or Clerk, the Board shall at its next meeting elect a successor for the unexpired term. Officers shall hold office until their successors are elected or appointed and qualify. Two or more offices may be held by the same person.

ARTICLE IV - Election of Trustees

The Trustees shall consist of the following:

- o Three registered voters of the Town of Lincoln will be elected by the Board of Trustees to serve for a term of three years and until their respective successors are elected, the terms to be staggered so that the term of one such Trustee will expire each year. A vacancy in these Trustees shall be filled by the Board of Trustees by the appointment of an eligible person to serve for the unexpired term.
- o Such additional persons as shall be elected by the Overseers at the annual or any special meeting of the Overseers, and persons so elected shall serve for a term not exceeding three years as fixed by the members and until their respective successors are elected. A vacancy in these Trustees shall be filled by the election by the Overseers of an eligible person to serve for an unexpired term.

ARTICLE V - President and Vice Presidents

- o The President shall be the Chief Executive Officer of the Corporation, shall preside at all meetings of the Board of Trustees and of the Overseers, and shall be an ex officio member

of all committees of the Board. He or she shall have such other powers and duties as may be prescribed by the Bylaws, as are usually incident to this office, and may from time to time be designated by the Board of Trustees.

- o In the absence of the President, his or her duties shall be performed by the First Vice President. Each Vice President shall have such other powers and duties as may be prescribed by these Bylaws and as may, from time to time, be assigned to them by the Board of Trustees.

ARTICLE VI — Director

The Director shall be the Chief Administrative Officer of the Corporation. He or she shall, subject to the control of the Board of Trustees, have general charge and overall management of the affairs of the Corporation and of all the operations thereof, and shall implement all policies established by the Board of Trustees. He or she shall have such other powers and duties as may from time to time be assigned to him or her by the Board of Trustees.

ARTICLE VII - Treasurer and Assistant Treasurers

The Treasurer shall, subject to the control of the Board of Trustees, have the custody of all funds, books or accounts, deeds, contracts, papers and securities of the Corporation, except his bond, if any shall be required. He shall make all collections and disbursements and endorse on behalf of the Corporation, for collection, checks, drafts, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or other depositories as the Board of Trustees may designate. He shall have authority to sign all receipts and vouchers for payments made to the Corporation. He may, unless otherwise ordered by the Board of Trustees, sign all checks made by the Corporation, and shall pay out and disburse the funds of the Corporation under the direction of the Board of Trustees. He may, unless otherwise ordered by the Board of Trustees, execute all bills of exchange, notes, contracts and other obligations of the Corporation, and shall, subject to the control of the Board of Trustees, have general charge of the financial operations of the Corporation, including the borrowing and receipt and disbursement of moneys.

The Treasurer shall enter or cause to be entered regularly in books belonging to the Corporation a full and accurate account of all moneys received and paid and all business transacted by the Corporation.

The Treasurer shall perform such other acts as shall be incidental to the position of Treasurer as prescribed by the Bylaws, or as he shall be directed to perform by the Board of Trustees. In his absence, his duties shall be performed by such officer as may be designated by the Board of Trustees.

Any Assistant Treasurer shall have such powers and shall perform such duties as may be prescribed by law or by these Bylaws, or as may from time to time be assigned to him by the Board of Trustees.

ARTICLE VIII — Clerk

The Clerk shall record all votes of the Overseers and Trustees in a book or books to be kept therefore and shall perform his duties incident to his office and prescribed by law or by these Bylaws. In his absence or disability a Clerk Pro Tempore shall perform such other duties as may from time to time be prescribed by the Board of Trustees.

ARTICLE IX - Powers of Trustees

The Board of Trustees shall have the entire management and control of all the property and business affairs of the Corporation, and for that purpose they shall have and exercise all the powers of the Corporation which are not reserved to the Overseers by vote of the Overseers by the Agreement of Association, or Articles of Organization or amendments thereof, by these Bylaws or by the laws of the Commonwealth.

Without in any way restricting the foregoing general powers and authority, the Board of Trustees shall have full power with respect to the following matters:

- o To purchase, lease, or otherwise acquire, and to sell, lease, mortgage, pledge, or otherwise deal in and with any and all personal property, and to enter into any and all contracts and agreements, which in their judgment, may be beneficial to the purposes of the Corporation.
- o To adopt such rules and regulations for the conduct of their meetings and the management of the affairs of the Corporation as they may deem proper, and to appoint such standing or special committees as they may from time to time deem best and to fix their powers and duties.
- o To require that checks, notes, bills of exchange, contracts and any or all documents be executed by such officer or officers, either with or without countersignature, as the Board from time to time may deem best.
- o To accept resignations of Trustees and officers, but, until a vacancy in the Board of Trustees is filled the remaining Trustees shall constitute the full Board.
- o To prescribe the duties, fix the salaries, and limit the authority of all officers of the Corporation in any way they may deem advisable not contrary to law or these Bylaws.

- o To accept, receive, manage and administer in the name of the Corporation any property given in trust or otherwise which, in the judgment of the Trustees, will further the purposes of the Corporation.
- o To require a bond from the Treasurer for the faithful performance of his duties in such amount and with such sureties as they may deem advisable.

ARTICLE X - Meetings of Members

The regular Annual Meeting of the Overseers shall be held in March at such time and place within the Commonwealth as may be stated in the notice of the meeting. Special meetings of Overseers may be called by the President or by a majority of the Overseers shall be held in the Commonwealth of Massachusetts. A written notice stating the place, day and hour of the meeting shall be given by the Clerk at least ten (10) days before the meeting to each of the Overseers by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid and addressed to such Overseer at his address as it appears upon the books of the Corporation, but any meeting at which all Overseers then entitled to vote are present, either in person or by proxy, or of which all such Overseers not present in person or by proxy have waived notice in writing, shall be as valid as if called as herein provided.

At all meetings of Overseers, each Overseer shall be entitled to cast one vote either by himself or his duly appointed attorney or proxy.

All proxies shall be in writing and filed with the Clerk before being voted. No proxy shall be valid if dated more than six (6) months prior to the meeting at which it is used.

No business, except to organize and adjourn to a specified time or sine die, shall be transacted at any meeting of the Overseers, unless there are present in person or by attorney or by proxy persons representing at least a majority of the Members. A majority of the Overseers shall constitute a quorum.

ARTICLE XI - Trustees' Meetings

Regular meetings of the Board of Trustees shall be held at such time and place as the Board may by vote from time to time determine and no notice of any such regular meetings or adjournment thereof shall be required.

Special meetings of the Board of Trustees may be held at the call of the President, Treasurer, or any three Trustees pursuant to a written or printed notice thereof signed by them or by the Clerk, and sent by mail to each Trustee at his last known place of business or residence one (1) day previous to the meeting, or given to him personally in time for him to attend.

A majority of the whole number of Trustees then in office shall constitute a quorum, and a quorum being present, all matters acted upon shall be decided in accordance with a majority of the votes cast, except as otherwise provided by the Agreement of Association, by these Bylaws or by the laws of the Commonwealth. Any meeting of the Trustees, at which all the Trustees are present, shall be a legal meeting as though called as herein provided, and any Trustee may waive notice of any meeting in writing, either before or after the meeting.

Any meeting, the records of which are approved in writing by all of the Trustees, shall be a valid meeting, whether a quorum was present or not. Meetings of the Trustees and of the Committees appointed by them may be held outside as well as inside the Commonwealth of Massachusetts.

ARTICLE XII - Fiscal Year

The fiscal year of the Corporation shall begin on April 1 and end on March 31 in each year except as the same may be otherwise fixed by the Board of Trustees.

ARTICLE XIII — Reports

An annual report containing a full and comprehensive statement of the activities of the Corporation, and including a financial statement of receipts and disbursements, shall be prepared and audited as soon as practical after the close of each calendar year and shall be delivered to the Selectmen of the Town of Lincoln.

ARTICLE XIV — Amendments

Adopted at a meeting of the incorporators December 2, 1948; amended at the 1982, 1984, 1987, 1990, and 1996 Lincoln Town Meetings.

These Bylaws may be amended by majority vote at any meeting of the Overseers duly called and held, provided, however:

1. That the nature of the proposed amendment shall be stated in the call for such meeting
2. That no amendment shall take effect unless and until authorized or approved by the Inhabitants of the Town by a majority vote at a Town Meeting duly called and held, the warrant for which contains an article setting forth the nature of the proposed amendment
3. That, unless and until authorized by a court of competent jurisdiction, no amendment shall be effective which would be inconsistent with the terms of said De Cordova deed, will or codicil as the same may have been or from time to time may be interpreted, or as derivations from the same may be permitted, by such a court.

Exhibit B

Due Diligence

Certain areas of due diligence must be satisfactorily accomplished prior to the Integration Date. To that end, deCordova agrees to cooperate with designated representatives of The Trustees, including without limitation, providing access to its premises, personnel, books, and records in connection with the following items of due diligence:

- Review of deCordova's liabilities, debt and other financial and operational obligations.
- Review of deCordova's buildings and structures and any related obligations and/or restrictions.
- Review and assessment of the deCordova Collections and any related obligations and/or restrictions.
- Review deCordova's property and landscape, including an environmental assessment and assessment of any deed restrictions.
- Review of deCordova's existing contractual obligations, including employment agreements. In connection with any agreements with third parties that may require approval to be assigned to The Trustees, the Parties will work collaboratively to obtain such approval.
- Evaluate deCordova's compensation structure and benefits program in relation to The Trustees' compensation and benefits.
- Evaluate the storage conditions and needs to provide appropriate care of the deCordova Collections.
- DeCordova shall provide to The Trustees a monthly accounting of deCordova's use of the Integration Funds during the Term of the Agreement.
- Review and evaluation of such other matters as The Trustees deems relevant to the terms of the Integration Agreement.

Exhibit C

Representations and Warranties of deCordova and Dana Museum and Park (“deCordova”) and The Trustees of Reservations (“The Trustees”)

The Trustees represents and warrants to deCordova, and deCordova represents and warrants to The Trustees, that with respect to statements made in this Exhibit C, such statements are correct and complete as of the Effective Date and through the Implementation Date, and further, that none of the representations or warranties made herein contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

1. Organization, Qualification and Power.

- (i) The Trustees (1) is a nonprofit corporation duly organized, validly existing and in good standing under the any applicable code, law, ordinance, regulation, reporting or licensing requirement, rule or statute (collectively “Laws”) of The Commonwealth of Massachusetts, (2) has the power and authority to own, lease and operate all of its properties and assets and to carry on its business as it is now being conducted, and (3) is duly qualified or licensed to do business, and is in good standing, in each other jurisdiction where the ownership of its properties or the nature or conduct of its business requires it to be so qualified or licensed. The Trustees’ governing documents are in full force and effect at the date hereof.
- (ii) DeCordova (1) is a nonprofit membership corporation duly organized, validly existing and in good standing under the Laws of The Commonwealth of Massachusetts, (2) has the power and authority to own, lease and operate all of its properties and assets and to carry on its business as it is now being conducted, and (3) is duly qualified or licensed to do business, and is in good standing, in each other jurisdiction where the ownership of its properties or the nature or conduct of its business requires it to be so qualified or licensed. DeCordova’s governing documents are in full force and effect at the date hereof.

2. Authority.

- (i) The Trustees has the power and authority to execute and deliver this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its board of directors, whose approval is required to give effect hereto. No other corporate or institutional proceedings on the part of The Trustees are necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by The Trustees and, assuming the due authorization, execution and delivery of this Agreement by deCordova, this Agreement is a valid and binding agreement of The Trustees enforceable against it in accordance with its terms.
- (ii) To its knowledge and belief, after reasonable inquiry, DeCordova has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by deCordova of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the deCordova Board. To its knowledge and belief, after reasonable inquiry, no other corporate or institutional proceedings on the part of deCordova are necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by deCordova and, assuming the due authorization, execution and

delivery of this Agreement by The Trustees, this Agreement is a valid and binding agreement of deCordova enforceable against it in accordance with its terms.

3. Members. DeCordova has members and is currently governed by its Board of Overseers and its Board of Trustees. The Trustees has members and is currently governed by its Corporate Trustees, Life Trustees, and The Trustees' Board of Directors.

4. Non-Contravention; Consents Required. Assuming approval by The Trustees' Board of Directors, the deCordova Board of Trustees and the Board of Overseers, as applicable, the execution and delivery of this Agreement by each Party does not, and the consummation by such Party of the transactions contemplated hereby will not:

- (i) To its knowledge and belief, after reasonable inquiry, violate any material provision of the charter, articles of incorporation, by-laws, or other constituent or governing documents of such Party; or
- (ii) To its knowledge, and except as is acknowledged herein or as may be required under the (i) the General Laws of The Commonwealth of Massachusetts or (ii) by the Massachusetts Attorney General, require such Party to notify, make any filing or registration with, or obtain the permission, consent, authorization or approval of, any person or any court, arbitrational tribunal, administrative agency or commission or other governmental or public body or authority in order to not (a) violate, conflict with or result, with or without the giving of notice and/or the lapse of time, in a violation of any material provision of, (b) result in the acceleration of or entitle any party to accelerate (with or without the giving of notice and/or lapse of time) any material obligation under, (c) result in the creation or imposition of any material lien, charge, restriction, pledge, security interest, encumbrance, hypothecation, title retention, or other security arrangement (each, a "Lien") upon any of the property of such Party pursuant to, or (d) result in the loss of any material privilege, right or prerogative under (i) any provision of, any mortgage, lease, agreement, license or instrument or (ii) any order, arbitration award, judgment or decree to which such Party is a party or by which any of its assets are bound, (iii) any applicable Law, or (iv) any Permit.

5. Book and Records; Accounts. Each Party represents that its minute book, books of account and records are true, correct and complete in all material respects and have been maintained in accordance with sound business practices. As of the Implementation Date, all such books and records belonging to deCordova will be in possession of deCordova. DeCordova has provided to The Trustees a complete and accurate list of all checking, savings or deposit accounts, and all safe deposit or similar repositories, of deCordova and the signatories thereon.

6. Financial Statements. DeCordova will have provided to The Trustees true and complete copies of its audited balance sheets and statements of income as of and for fiscal years ending in 2015, 2016, 2017, and 2018 (the "Annual Financial Statements"), and deCordova represents that its Annual Financial Statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") consistently applied and present fairly the financial position and results of its operations as of and for the respective periods then ended. DeCordova represents that its Annual Financial Statements fairly and accurately present in all material respects its financial position as of the respective dates and the results of operations for the period indicated, and that it has not changed any accounting policy or methodology throughout the periods presented in its Annual Financial Statements.

7. Tax Matters.

- (i) Each Party represents that it is exempt from federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(3) of the Code, excluded from the definition of private foundation by virtue of the provisions of Section 509(a) of the Code, and that it has maintained such status continuously since inception. Neither Party, nor, to its knowledge, any person representing or acting on its behalf, has received notification of any kind from the Internal Revenue Service, whether such notification is formal or informal, (i) that the Internal Revenue Service is, has been, or is about to investigate, question, challenge, modify, propose the revocation of, or revoke its federal tax status or nonprivate foundation status, or (ii) that the Internal Revenue Service is, has been, or is about to investigate or evaluate transactions or arrangements that could give rise to Taxes under Section 4955 or Section 4958 of the Code, or (iii) that the Internal Revenue Service is, has been, or is about to propose penalties under Section 4955 or Section 4958 of the Code in connection with its transactions or arrangements.
- (ii) Each Party, to its knowledge, is in compliance with any and all Federal, state and local disclosure and reporting requirements imposed upon it by the Code and applicable state and local laws applicable to the preservation of its Section 501(c)(3) status and its nonprofit status.
- (iii) Neither Party has engaged in nor committed to engage in any activity, nor has entered into any agreement or other arrangement, that would reasonably be expected to result in, or which does result in, the revocation by the Internal Revenue Service of such Party's current tax-exempt or nonprivate foundation status or in the imposition of excise Taxes under Section 4955 or Section 4958 of the Code.

8. Representations by deCordova. DeCordova represents and warrants to The Trustees that the statements set forth in this Section 8 are correct and complete as of the Effective Date:

- (i) Assets. DeCordova has good and valid title or, in the case of leased property, a valid leasehold interest, free and clear of all Liens, to its assets and properties (collectively, the "deCordova Assets"). All deCordova Assets that are leased for use by deCordova are held under valid contracts enforceable in accordance with their respective terms, except as such enforcement is subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization or similar Laws relating to or affecting creditors' rights generally and (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law). Assets attributable to the deCordova Gift Instruments and transferred into the control of deCordova as agent and instrumentality for the Town of Lincoln pursuant to and following the October 27, 1948 determination by the Supreme Judicial Court of Massachusetts (*Estate of Julian deCordova v. Briggs*) are held and managed by deCordova in that capacity;
- (ii) Improvements. All buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof located on the property occupied by deCordova (the "Improvements") are sufficient for the operation of deCordova's activities and programs as currently conducted, and to the knowledge of deCordova, there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements in the operation of its activities and programs;
- (iii) Insurance; Claims. DeCordova has disclosed to The Trustees all insurance policies carried by deCordova (the "Policies"). All of the Policies are in full force and effect without any default or breach by deCordova. DeCordova has not received notice in writing from any insurance carrier

that (i) such insurance will be canceled or that coverage thereunder will be reduced or eliminated, or (ii) premium costs with respect to such Policies will be substantially increased. With respect to such Policies, there are presently no claims pending under any such Policies and no notices have been given by deCordova of any claims thereunder which remain unresolved.

(iv) Intellectual Property. DeCordova has disclosed to The Trustees all copyrights, patents, trademarks, service marks, service names, trade names, domain names, applications therefor, technology rights and licenses, computer software, trade secrets, franchises, designs, know-how, inventions, and other material intellectual property rights (herein, the “Intellectual Property”) of deCordova and contracts relating to Intellectual Property in which deCordova has any interest (excluding, however, commonly available software programs). DeCordova owns or has the right to use all of the Intellectual Property rights which it uses or professes to own or license. To the knowledge of deCordova, deCordova has not committed any material default under any license agreement to which deCordova is a party nor infringed upon the intellectual property rights of others.

(v) Absence of Undisclosed Liabilities. Except as set forth in the Annual Financial Statements, deCordova has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to June 30, 2016; and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under GAAP to be reflected in the Annual Financial Statements, which, in both cases, individually and in the aggregate would not have a Material Adverse Effect, as defined below.

(vi) Tax Matters.

- a. All tax returns and information returns (“Returns”) required to be filed by or on behalf of deCordova prior to the date hereof have been timely filed (taking into account permitted extensions) by deCordova, and such Returns were true, correct and complete in all material respects. All taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, custom duties, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by or due any governmental entity (herein, “Taxes”) owed by deCordova (whether or not shown on any filed Returns) have been paid.
- b. DeCordova represents that there is no audit examination or refund litigation pending with respect to any Taxes paid or payable by deCordova, and no waivers or agreements have been given or made by deCordova relating to the extension of time for the assessment or collection of Taxes of any kind. There are no Liens with respect to Taxes upon any of the assets of deCordova. deCordova represents that, to its knowledge, no governmental entity in any jurisdiction where it does not file Tax Returns has claimed that it is or may be subject to taxation by that jurisdiction. DeCordova is not a party to any Tax allocation or sharing agreement. DeCordova has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, or other third party of deCordova, or has made adequate provisions for any such Taxes incurred but not yet due.
- c. With respect to any time through the Implementation Date for which Tax Returns have not yet been filed, or for which Taxes are not yet due or owing, deCordova has made due and adequate provision for such of its Tax liabilities (including, without limitation, deficiencies, interest, additions to Tax and penalties) and there is not now existing any proposed

assessment of additional Taxes against deCordova.

- d. Proper and accurate amounts have been withheld by deCordova for all periods prior to the Implementation Date in compliance with the payroll tax and other withholding provisions of all applicable Laws, and all of such amounts have been duly and validly remitted to the property taxing authority.
- e. All of deCordova's assets are exempt from state and local ad valorem Taxes, and no notification of any kind has been received from any governmental entity that such status is being questioned, challenged or modified.

(vii) Environmental Matters.

- a. To the best knowledge of deCordova, deCordova is and has at all times been in compliance in all material respects with all Laws relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata) and which are administered, interpreted or enforced by foreign, federal, state and local agencies with jurisdiction over health, safety, pollution or protection of the environment ("Environmental Laws");
- b. there is no pending or, to the knowledge of deCordova, threatened civil or criminal litigation, written notice of violation or formal administrative proceeding, investigation or claim relating to any Environmental Law involving deCordova, or its business, or any of its assets;
- c. deCordova has those Permits, licenses and approvals required under Environmental Law to operate its business and occupy the property as currently operated and occupied by deCordova;
- d. there is no Litigation pending against or relating to deCordova, its business or any of its assets or property pursuant to any Environmental Law and none of deCordova, its business or any of its assets or property are subject to any judgment, injunction, order, decree, rule or restriction of any court, governmental entity or arbitrator pursuant to Environmental Law;
- e. no hazardous substance, pollutant or contaminant, as those terms are defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, solid waste and hazardous waste, as those terms are defined in the Federal Resource Conservation and Recovery Act (as in effect on the date of this Agreement) and oil, petroleum and petroleum products, or any other substance as to which liability or standards of conduct may be imposed pursuant to any Environmental Law ("Materials of Environmental Concern") have been released in any manner by deCordova and, to the knowledge of deCordova, none of its assets or property is contaminated by Materials of Environmental Concern in violation of, or as would give rise to liabilities under, any applicable Environmental Law;
- f. to the knowledge of deCordova, none of its assets or property contains any friable asbestos, polychlorinated biphenyls or underground storage tanks, or other Materials of Environmental Concern which would give rise to liability under any applicable Environmental Law; and
- g. deCordova has provided or made available to The Trustees all environmental audits, assessments, reports and other documents materially bearing on environmental, health or safety liabilities, in each case relating to its business and its assets and property, that are in its

possession or under its reasonable control.

(viii) Employees and Employment Agreements. DeCordova has given to The Trustees a list, as of the date hereof, of the names, positions, date of hire and current hourly wage, monthly salary and other compensation of all employees of deCordova. No change in remuneration of any employee has been made, promised or authorized. All written employment agreements that deCordova has entered into that are currently in force and effect.

(ix) Material Contracts.

- a. *List of Contracts.* DeCordova has provided to The Trustees a list of all material contracts, including but not limited to (1) all leases for real property to which deCordova is a party, (2) all contracts for personal property which require payment during their remaining life and that individually or in the aggregate are more than \$25,000 and which are not cancelable on not more than thirty (30) days' notice without being obligated to pay a penalty, termination fee or other compensation; (3) all mortgages, indentures and loan or credit agreements, security agreements or other agreements, instruments or contracts relating to the borrowing of money or extension of credit, including guaranties; (4) all contracts relating to capital expenditures involving future payments in excess of \$25,000; (5) all agreements with any directors, employees or consultants; (6) any agreement with obligations (contingent or otherwise) of, or payments to, deCordova in excess of \$25,000; and (7) all other contracts the violation or breach of which by any party thereto would reasonably be expected to have a Material Adverse Effect upon deCordova, its operations or assets.
- b. *Absence of Breach, Etc.* With respect to each contract referred to in subsection (ix)(a) above: (1) the contract is in full force and effect, is a valid and legally binding obligation of deCordova, and deCordova has no reason to believe that it is not a valid and legally binding obligation of the other parties thereto; (2) deCordova is not in default thereunder nor has there occurred any event or condition which, with the giving of notice and/or lapse of time, would constitute a default thereunder; (3) deCordova has not repudiated or waived any material provision of any such contract; and (4) no other party to any such contract is, to the knowledge of deCordova, in default in any material respect nor has permitted there to occur any event or circumstance which, with the giving of notice and/or lapse of time, would constitute a default by it.

(x) Related Party Transactions. No employee, officer or trustee of deCordova, nor any member of his or her immediate family, is indebted to deCordova, nor is deCordova indebted (or committed to make loans or extend or guarantee credit) to any of them, other than (i) for payment of salary for services rendered, (ii) reimbursement for reasonable expenses, or advances with respect to expenses to be, incurred on behalf of deCordova, and (iii) for other standard employee benefits made generally available to all employees.

(xi) Donations. DeCordova has given to The Trustees a list of all committed but uncollected donations, contributions, bequests, testamentary gifts, or any other charitable gifts that exceed One Thousand Dollars (\$1,000.00) from any single donor (collectively, "Commitments") received by deCordova. Such Commitments are reflected properly on the books and records of deCordova, are valid, current and, to the knowledge of deCordova, collectible provided, however, that this representation shall not be construed as a guarantee that any Commitment will be collected and received.

- (xii) Suppliers.* DeCordova has given to The Trustees a list of the ten largest suppliers or vendors of deCordova for each of the two (2) most recently completed fiscal years and no material supplier or vendor of deCordova has, to the knowledge of deCordova, indicated an intention to cease providing deCordova with materials, products or services, to materially curtail the provision thereof or to modify the terms governing same in a manner materially adverse to deCordova.
- (xiii) Data Privacy.* The collection, use, transfer, import, export, storage, disposal, and disclosure by deCordova of personally identifiable information or other information relating to persons which is protected by laws relating to the collection, use, privacy or protection of information has been conducted in substantial compliance with applicable Law, including, without limitation, any such information referred to as (i) “nonpublic personal information” in Title V of the Gramm-Leach-Bliley Act of 1999, or (ii) any other federal, state or local laws, statutes or regulations governing such matters (collectively, “Data Laws”). DeCordova has substantially complied with, and is presently in substantial compliance with, its privacy policies, which policies substantially comply with all Data Laws. To the knowledge of deCordova, the Transition contemplated by this Agreement will not result in the violation of any Data Laws or the privacy policies of deCordova.
- (xiv) Absence of Certain Changes or Events.* DeCordova represents that, to its knowledge, since June 30, 2016, there have been no events, changes or occurrences that have had, will have, or are reasonably likely to have, individually or together with any other event, change or occurrence, a material adverse effect on (1) the financial position, business, or results of operations of deCordova, or (2) the ability of deCordova to perform its obligations under this Agreement or to consummate the transactions contemplated hereby in accordance with applicable Law (each, a “Material Adverse Effect”).
- (xv) Compliance With Laws.* DeCordova has provided to The Trustees all material federal, state and local governmental approvals, authorizations, certificates, notifications, registrations, licenses, permits or rights (“Permit(s)”) possessed by deCordova; and represents and warrants that:
- a. It has all Permits which are required in connection with any activity or business conducted by it and all such Permits are and will be, as of the Implementation Date, in full force and effect and not subject to meritorious challenge; and
 - b. It is and has been in compliance in all material respects with all Laws and contracts to which it is a party respecting employment and employment practices, terms and conditions of employment and wages and hours.
- (xvi) Legal Proceedings.* There is no litigation or notice actually given (written or oral) by any person alleging potential liability pending or, to the knowledge of deCordova, threatened against deCordova or against any of its assets, nor are there any administrative decisions, decrees, injunctions, judgments, orders, awards, or rulings of any federal, state, local, or other court, arbitrator, mediator, tribunal, administrative agency, or regulatory authority having jurisdiction over deCordova.

Exhibit D

DeCordova Advisory Board Charter



DeCordova Sculpture Park & Museum Advisory Board Charter
Draft v.1 Advisory Board Charter

The deCordova and Dana Museum and Park (deCordova) Advisory Board is a governance body of The Trustees of Reservations (The Trustees), under policy and guidelines approved by The Trustees' Board of Directors.

To support the successful operations of deCordova, the Advisory Board will work with deCordova's management and staff to recognize a vision for deCordova which protects and stewards the natural and cultural assets of deCordova, excites existing and new audiences including children and families, and builds deCordova's connections in the Town of Lincoln and surrounding communities including membership, donors, and visitors.

The deCordova Advisory Board may suggest revisions to this charter that provide responsibilities in line with The Trustees' governance standards, such as leadership titles, subject to the approval of The Trustees of Reservations.

Advisory Board Responsibility

The Advisory Board provides an advisory function for deCordova with emphasis on the following key areas:

1. Serve as ambassadors of deCordova and The Trustees in larger interactions both externally and within The Trustees' governance.
2. Support and participate in the development of deCordova's staff and implementation of programs and events.
3. Advocate for the achievement of The Trustees' strategic goals via the work undertaken at deCordova, ensuring this vision and its implementation is aligned with the overall organizational priorities of The Trustees.
4. Communicate with staff, including The Trustees' President & CEO, on key issues and opportunities concerning deCordova.
5. Collaborate with Board committees as needed (e.g., Enterprise, Marketing, Development, Finance, etc.) on opportunities and issues as they arise.
6. The deCordova Advisory Board may establish one or more sub-committees or engagement groups, comprised of Advisory Board members or others, to focus their advisory role in more specific or technical areas.

Advisory Board Membership

The Advisory Board will generally consist of at least 9 but not more than 25 members. Terms of appointment will be for three years with a maximum of 3 three-year terms. The Chair of the Advisory Board shall be a Corporate Trustee or Director of The Trustees. Members of the Advisory Board will be appointed by deCordova's Board of Trustees in

consultation with the Advisory Board and with the approval of the President and Nominating Committee of The Trustees of Reservations.

Thereafter, Advisory Board members shall be drawn from governance entities of The Trustees, as well as other volunteer groups within The Trustees family and other interested individuals who may bring necessary expertise, interest, connections, and capacity for support to deCordova. A simple majority of the Advisory Board shall be residents of the Town of Lincoln. From time to time, members, staff, and other subject matter experts from outside these groups may be invited to assist the Advisory Board on a temporary basis.

Advisory Board Meetings

The Board will meet at least three times annually. Virtual meetings (by videoconference or conference call) are acceptable. The Chair of the Board may call special meetings with at least 48 hours' notice to all members by email, telephone, mail or facsimile. Meetings may be called at any other time with prior notice to all members in the manner above and the consent by email, telephone, mail, or facsimile of three quarters of the Board. A quorum for official action by the Board shall be a majority of its members.

Staff

The Staff Leader will be assigned by The Trustees' President and will initially be the Executive Director of deCordova. Other senior staff will be assigned by the Executive Director to attend the meetings.

Reporting

DeCordova's staff members are responsible for keeping the Board informed of programs and operations regularly. The Chair and staff will implement mechanisms to ensure adequate reporting to serve the reasonable needs of the Advisory Board.