

## ARTICLE VIII

### MISCELLANEOUS

- 8.1 Fiscal Year.** The fiscal year of the Corporation, unless otherwise fixed by the Board of Directors, shall extend from October 1-September 30.
- 8.2 Obligations.** The Board of Directors may authorize the Officers of the Corporation and Executive Director to borrow money and to give notes, bonds or other obligations of the Corporation therefor under such rules, regulations and limitations as the Board may from time to time adopt. The Board of Directors may authorize any Officer or agent of the Corporation to execute or endorse checks, drafts, and other similar obligations under such rules, regulations or limitations as it may from time to time adopt.
- 8.3 Certification of Records.** Any action taken by the Members or Board of Directors at any meeting may be certified by the Secretary, by the Executive Director or by the Officer or Director keeping the records or presiding at such meeting. Any such certificate shall be conclusive evidence for all purposes that the action certified was taken.
- 8.4 Corporate Seal.** The seal of the Corporation shall be circular in shape with the name of the Corporation around the circumference thereof, and the word "Seal" in the center thereof, an impression of which is affixed to this section of the By-Laws of the Corporation.
- 8.5 International Associates.** International Associates shall be organizations active in the field of human organ transplantation incorporated outside of the United States and shall have purposes and a scope of activities similar to those of UNOS. These organizations should be officially accredited by their government(s) and their medical societies.
- 8.5.1** In countries with no national network or national organization the principal transplant hospital may apply for International Associate status.
- 8.5.2** International Associates shall provide the following information to UNOS every two years; 1) their relationship to their government(s); 2) their standing with the appropriate medical societies; 3) the names of their member transplant hospitals and programs; 4) by organ the number of organs procured and transplanted within their country or service area; 5) the number of patients being followed by their participating programs by organ who were transplanted within the U.S.A. and those U.S.A. residents transplanted within their service area.
- 8.6 Indemnification.** Directors and Officers of UNOS shall be indemnified as of right to the fullest extent now or hereafter permitted by law, including but not limited to all provisions of Article 9 of Chapter 10 of Title 13.1 of the Code of Virginia 1950, as amended, in connection with any actual or threatened civil, criminal, administrative, arbitrate or investigative action, suit or proceeding (whether brought by or in the name of UNOS or otherwise) arising out of their services to UNOS, including, without limitation, any services rendered on behalf of the OPTN pursuant to Section 2.11 hereof. Persons who are not Directors or Officers of UNOS may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors of UNOS. UNOS may purchase and maintain insurance to protect itself and any such Director, Officer or other person against any liability asserted against him and incurred by him in respect of such service whether or not UNOS would have the power to indemnify him against such liability by law or under the provisions of this paragraph. The provisions of this paragraph shall be applicable to actions, suits or proceedings commenced after the adoption hereof, and to Directors, Officers and such other persons who have ceased to render such service, and shall inure to the benefit of the heirs, executors

and administrators of the Directors, Officers and other persons referred to in this paragraph. Expenses (including attorneys' fees) incurred in defending an action, suit or proceeding whether civil, criminal, administrative, arbitrative or investigative, may, if authorized at any time by the Board of Directors, be paid by UNOS in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director, Officer, or other person to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by UNOS as provided, in the case of Officers and Directors, in this provision, or as authorized, in the case of other persons, by the Board of Directors pursuant to this provision. UNOS shall pay the costs of such insurance and indemnification for expenses and fees that are properly payable under the OPTN Contract as a cost of the OPTN from the OPTN Fund.