

**GLOBAL CONSORTIUM OF HIGHER EDUCATION AND RESEARCH FOR  
AGRICULTURE**

**Adopted by the First GCHERA  
International Conference  
Amsterdam, July 22 – 24, 1999**

# **ARTICLES OF ORGANIZATION AND BYLAWS**

## **Articles of Organization of The Global Consortium of Higher Education and Research for Agriculture**

The undersigned adopt the following Articles of Organization for the Global Consortium of Higher Education and Research for Agriculture:

### **Article I**

The name of the Organization is the Global Consortium of Higher Education and Research for Agriculture, hereinafter referred to as the consortium.

### **Article II**

The period of its duration is perpetual.

### **Article III**

This consortium is organized with the following purposes:

- A. Conduct international scientific conferences on topics of critical importance
- B. Share international models of curricula for training professionals in the field of agriculture
- C. Assist members in the reform and alignment of curricula for each specialty and specialization in agriculture
- D. Promote the inter-university exchange of faculty and students
- E. Offer essential assistance to universities which express the need to reform their structure and activities
- F. Organize and promote working groups on topics of interest to members
- G. Organize international schools of professional improvement for university administrators and faculty
- H. Implement and disseminate up-to-date achievements in applying fundamental and applied sciences and information technologies in teaching
- I. Organize the publication of proceedings of each conference
- J. It is the intent of the Consortium to support the activities of existing international organizations which already work on the problems of agricultural education and research systems such as UNESCO, the InterUniversity Conference of Agricultural and Related Universities, FAO, USAID, USIA, and special state and private

foundations.

#### **Article IV**

Requirements and conditions of membership in the consortium, including associate and full membership, shall be specified in the bylaws.

#### **Article V**

The governing body of the consortium is an Executive Committee and consists of 9 members. The names and addresses of the initial directors are:

<b>Name</b>	<b>Region</b>	<b>Address</b>
Dr. Martin C. Jischke GCHERA President	North America	President, Iowa State University 117 Beardshear Hall Ames, IA 50011-2035 USA Phone: 515-294-2042 FAX: 515-294-0565 E-mail: <a href="mailto:mcjisch@iastate.edu">mcjisch@iastate.edu</a>
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Dr. Cees Karssen	Western Europe	Rector, Wageningen University and Research Centre P.O. Box 9101 Wageningen 6700 HB The Netherlands Phone: 31-317-48-40-01 FAX: 31-317-48-53-62 E-mail: <a href="mailto:cees.karssen@rvb.kcw.wau.nl">cees.karssen@rvb.kcw.wau.nl</a>
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Ing. Ramon de la	Latin America	cnologico de Estudios Superiores de Monterrey Monterrey Campus E.Garza Sada 2501 Sup Monterrey, NL CP 64849 Mexico Phone: 52-8-3-58-2000 FAX: 52-8-3-58-2824 E-mail: <a href="mailto:repena@campus.mty.itesm.mx">repena@campus.mty.itesm.mx</a>
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128 El Nil Street, Apt. 143 (home)  
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To Be Announced	Oceania	
Dr. Isoya Shinji	Japan	President, Tokyo University of Agriculture 1-1-1, Sakuragaoka Setagaya-ku Tokyo 156-8502 Japan Phone: 81-3-5477-2730 FAX: 81-3-5477-2669
Dr. Richard Foster	W.K.. Kellogg Foundation	One Michigan Avenue East Battle Creek, MI 49017-4058 USA Phone: 616-969-2209 FAX: 616-969-2693 E-mail; Rick.Foster@wkkf.org

#### **Article VI**

The principal office of the organization shall be located at the institution of the consortium president.

#### **Article VII**

- A. The consortium is organized and shall be operated exclusively for educational and scientific purposes, all for the public welfare, and no part of the net earnings of the consortium shall inure to the benefit of any private member or associate member of the consortium and no part of its activities shall be for carrying of propaganda or otherwise attempting to influence legislation or participating or intervening in any political campaign on behalf of any candidate for public office.
- B. Upon dissolution or final liquidation of the consortium, the assets remaining after payment of all obligations, which are not held upon condition requiring

return, transfer or conveyance by reason of the dissolution, shall be distributed as provided by law to one or more educational organizations, engaged in activities substantially similar to those of this consortium.

**BYLAWS of  
GLOBAL CONSORTIUM OF HIGHER EDUCATION AND RESEARCH FOR  
AGRICULTURE**

December, 1999

**ARTICLE I - PURPOSE**

**SECTION 1.** The purpose of the Global Consortium of Higher Education and Research for Agriculture (hereinafter referred to as GCHERA or Consortium) is to foster global cooperation for the improvement of higher education and research for agriculture as a prerequisite to solving the food security and environmental problems confronting our world as further elaborated in the Articles of Incorporation. To attain these ends, GCHERA may undertake all activities and initiate and carry out all programs that are in the best interests of GCHERA and its members and required in the conduct of the Corporation.

**ARTICLE II - MEMBERSHIP**

**SECTION 2. Qualification of Members** Membership in GCHERA shall be encouraged in order to develop a consortium that serves a very broad spectrum of agricultural universities and research institutions from around the world. Membership will be limited to those universities and other organizations identified with agricultural, rural and environmentally sustainable development programs. Membership shall be of two types: regular and associate. The regular membership shall be composed of institutions of higher education and research for agriculture, which are accredited or recognized in their home country. Other institutions may become associate members upon approval by the Executive Committee. Such associate membership shall be made on the basis of interest in and ability to contribute to the consortium.

**SECTION 3. Membership Term** Regular membership in GCHERA is continuous as long as dues are paid.

**SECTION 4. Resignation of Members** Any member may resign and cease to be a member of GCHERA. Cessation of dues payment signifies a member's decision to end their membership.

**SECTION 5. Term of Membership** The membership year shall run from July 1 of a given year through June 30 of the following year.

## **ARTICLE III - EXECUTIVE COMMITTEE**

**SECTION 6. General Powers** The business and affairs of the Corporation shall be managed by an Executive Committee.

**SECTION 7. Number, Tenure, and Qualifications of the Executive Committee Members** The number of Executive Committee members shall initially be eight holding regular membership. The number of Executive Committee members may be increased or decreased from time to time by amendment to the Bylaws.

By a majority of those present and voting, the Executive Committee shall elect, from it's membership, a president-elect every two years. The president-elect shall be elected at the meeting of the Executive Committee held just prior to the conference for a term of two years and shall hold office for said term or until their successors are elected and qualified. The president and/or president-elect may be removed from office by a two-thirds vote of the Executive Committee. It shall be the duty of the president of the consortium to preside at all meetings of the Executive Committee and to submit such recommendations as he/she may consider proper concerning the business and interests of the consortium and to perform such other duties as may be delegated to him by the Executive Committee. In the absence of the president or in the event of his inability to act, the president-elect shall perform the duties of the president and shall perform such other duties as may be delegated to him from time to time by the president of the consortium. The president will head the Executive Committee and shall also serve as the president of the Corporation and the president-elect shall serve as the vice president of the Corporation.

**SECTION 8. Regular Meeting of Executive Committee** Meetings of the Executive Committee shall be held annually at a place designated by the president. More frequent meetings may be convened at the request of the president. These meetings may be held in person or by teleconference.

**SECTION 9. Notice of Special Executive Committee Meetings** Notice of a special meeting shall be given at least one month prior to such meeting by written notice thereof delivered personally or mailed to each committee member at the address last furnished to the president.

**SECTION 10. Quorum of Executive Committee Meeting** A majority of the total number of committee members fixed by the Bylaws shall constitute a quorum for the transaction of business at any meeting of the Executive Committee but if less than a majority is present, a majority of Executive Committee members present may adjourn the meeting without any further notice. The act of the majority of the Executive Committee present at a meeting at which a quorum is present shall be the act of the Executive Committee.

**SECTION 11. Compensation of Executive Committee Members** By resolution of the Executive Committee, the Executive Committee members may be paid their travel expenses, if any, of attendance at meetings of the Executive Committee if funds are available.

**SECTION 12. Committees of Executive Committee Members** The Executive Committee, by lawful resolution, may designate a committee or committees consisting of not fewer than two Executive Committee members on each committee to have and exercise all authority provided in the resolution appointing such committee the designation of such committees and the delegation of the authority thereto shall not relieve the Executive Committee or any member thereof of any responsibility imposed on him/her by law. The Executive Committee may also appoint working groups to carry out the technical work of the consortium.

No such committee shall have the authority of the Executive Committee in reference to 1) amending, altering, or repealing the Bylaws; 2) electing, appointing, or removing any member of any such committee or any officer of the Corporation; 3) amending the Articles of Incorporation; 4) adopting a plan of merger or adopting a plan of consolidation with another corporation; 5) authorizing the sale, lease, exchange, or mortgage of all, or substantially all, of the property and assets of the Corporation; 6) authorizing the voluntary dissolution of the Corporation or revoking proceedings thereof; 7) adopting a plan for the distribution of the assets of the Corporation; 8) amending, altering, or repealing any resolution of the Executive Committee which by its terms provides that it shall not be amended, altered, or repealed by such committee; or 9) performing any other act repugnant to the Articles or Bylaws of this Corporation or in violation of specific limitations imposed by the Executive Committee.

The designation and appointment of any such committees and the delegation thereto of authority shall not operate to relieve the Executive Committee or any individual Executive Committee member of any legal responsibility.

**SECTION 19. Loans** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Committee. Such authority may be general or confined to specific instances.

**SECTION 20. Checks. Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be authorized by the president or such other officers, agent, or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Executive Committee. The fiscal responsibilities of the Corporation are handled by the office of the president or such other agencies as established by the Executive Committee. It is expected that the president-elect will raise money for the conference and manage and account for these funds separately.

**SECTION 21. Deposits** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Executive Committee may select.

## **ARTICLE VI - MISCELLANEOUS**

**SECTION 22. Fiscal Year** The fiscal year of the Corporation shall begin on the first day of July and end the last day of the following June, unless changed by resolution of the

Executive Committee.

**SECTION 23. Seal** The Executive Committee shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name GCHERA, the state of incorporation, and the words "corporate seal."

**SECTION 24. Amendment of Bylaws** These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Executive Committee at any regular meeting or any special meeting.

## **ARTICLE VII - LIABILITIES**

**SECTION 25. Power to Sell Assets** In carrying on the business of the Corporation, the Executive Committee is hereby authorized and empowered to sell, lease, exchange, mortgage, pledge, hypothecate, borrow, or otherwise dispose of, deal with, and encumber any and all of the real or personal property of the Corporation with or without goodwill upon such terms and conditions as the Executive Committee may deem just and proper and for the best interest of the Corporation.

**SECTION 26. Liability of Member Universities** The private property of the member universities and members of the Executive Committee of the Corporation shall not be liable or responsible for the debt or obligations of the Corporation.

## **ARTICLE VIII - DUES AND ASSESSMENTS**

**SECTION 27. Dues** The regular dues payable annually shall be \$25 payable to the Corporation at the beginning of each fiscal year and shall cover the period from July 1 of each calendar year through June 30 of the next. The dues may be changed from time to time as recommended by the Executive Committee and approved as provided in Section 24. Dues unpaid sixty (60) days after the beginning of the fiscal year shall be delinquent, and the member failing to pay subject to loss of membership as provided herein.

## **ARTICLE IX - RECORDS**

**SECTION 28. Records** The Executive Committee shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Executive Committee and any committee thereof having any authority of the Executive Committee. All books and records of the Corporation may be inspected for any proper purpose at any reasonable time by an authorized representative of a member university.

## **ARTICLE X - DISSOLUTION**

**SECTION 29. Dissolution** The Executive Committee may adopt a resolution recommending that the Corporation be dissolved after having given proper written notification. Written or printed notice stating that one of the purposes of the next meeting is to consider the advisability of dissolving the Corporation shall be given to each GCHERA member and each Executive Committee member within the time and in the manner provided by law or by these Bylaws for giving the notice of meetings to Executive Committee members. A resolution of the Executive Committee to dissolve the

Corporation may be adopted upon receiving all but two votes. Upon the adoption of such resolution by the member universities and the Executive Committee, the Corporation shall cease to conduct its affairs except insofar as may be necessary for the proper winding up thereof and shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of the Corporation and shall proceed to collect its assets and distribute them as provided in the Bylaws of the Corporation, and in accordance with the legal requirements of the State of Iowa (while the secretariat is located at Iowa State University).

Upon the dissolution or final liquidation of the Corporation in accordance with state and federal law and as provided by the Articles of Incorporation, the assets remaining after payment of all Corporation obligations, which are not held upon condition requiring return, transfer, or conveyance by reason of the dissolution, shall be distributed according to the specifications of the Executive Committee and in compliance with applicable state and federal law.

## **ARTICLE XI - INDEMNIFICATION**

**SECTION 30. Indemnification for Judgments Fines and Settlements** Global Consortium of Higher Education and Research for Agriculture (GCHERA), (the "Corporation") shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an officer, employee, member of a committee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, employee, member of a committee, or agent of another corporation partnership, joint venture, trust or enterprise, against expenses (including attorneys' fees), judgements, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believe to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**SECTION 31. Indemnification for Good Faith Defense** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgement in its favor by reason of the fact that he or she is or was a director, officer, employee, member of a committee, or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, employee, member of a committee, or agent of another corporation, partnership, joint venture, trust, or another enterprise against expenses (including attorneys' fees) actually and reasonably

incurred by him or her in connection with the defense of settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent 1) that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper, or 2) that the members of the Corporation, by a majority vote of the members of the Corporation entitled to vote, whether or not such members were parties to such proceeding and whether or not such members were or are disinterested, may determine.

**SECTION 32. Indemnification for Expenses for Successful Defense** To the extent that an officer, employee, member of a committee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 30 and 31, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**SECTION 33. Authorization for Indemnification** Any indemnification under Sections 30 and 31 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the officer, employee, member of a committee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 30 and 31. Such determination shall be made by the Executive Committee by a majority vote of a quorum consisting of committee members who were not parties to such action, suit, or proceeding.

**SECTION 34. Advance Authorization of Expenses** Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Section 33 upon receipt of an undertaking by or in behalf of the officer, employee, member of a committee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation.

**SECTION 35. Expenses not Provided for in Sections 30 and 31** It is of advantage to this Corporation to obtain the advice and guidance of qualified persons as officers and committee members, who have no financial interest in the Corporation, and many of whom receive no financial compensation for their work on behalf of the Corporation. The advice and guidance of such persons is of great value to the Corporation and its members and the type of person whose advice and guidance is sought agrees to serve for reasons related more generally to a willingness to sacrifice their time and effort to benefit society through application of their skills and knowledge. In recognition of this

benefit, and to induce such persons who are to serve as officers, and committee members, thereof, the Corporation shall, in all cases not covered by Sections 30 and 31, indemnify such persons against expenses (including attorneys' fees), judgements, fines, and amounts paid in connection with any action, suit, or proceeding to which they are made a party by reason of the fact that they are directors, officers, or committee members of this Corporation or were serving at its request as a director, officer, or committee member of another corporation, unless it is affirmatively prohibited from doing so by a final order or judgement of the forum of such action, suit, or proceeding.

**SECTION 36. Continuation of Indemnification** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members (whether interested or disinterested), or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or employee, committee member, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**SECTION 37. Purchase of Insurance** The Corporation may purchase and maintain insurance on behalf of any person who is or was an officer, employee, committee member, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, committee member, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Dr. Martin Jischke

Dr. Dmytro Melnychuk

President, GCHERA  
GCHERA

President-Elect,

(signature and stamp)  
stamp)

(signature and