

ACCOUNTING & INTERNAL CONTROLS POLICY
OF
INDEGO AFRICA PROJECT

1. General Intent

All financial transactions of Indego Africa Project (the “*Corporation*”) shall be conducted with the highest standards of integrity and transparency. This includes ensuring that all spending is strictly according to the stated objectives and the laws of each country in which the Corporation operates, segregation of duties and appropriate monetary authorities are established in order to assure appropriate management of funds and that full reporting and disclosure of all financial activities is made on a regular basis. Detailed and documented policies and controls that have been approved by the Board of Directors of the Corporation (the “*Board*”) are an integral part of achieving this intent.

2. Budgeting

- a. Annual Budget: Prior to the start of every year a budget (the “*Budget*”) will be established and endorsed by the Board that reflects the stated objectives of the Corporation. The Budget will include appropriate detail on expected sources and uses of funds. The Budget not only serves to help evaluate the performance of the Corporation, but will establish limits or controls over the level and type of spending.
- b. Budget Variances: Any expected material variations from the Budget must be approved by the Board.

3. Performance Reporting

- a. Quarterly Report: Every quarter a report on the sources and uses of funds shall be issued to the Board, along with explanations for variances.
- b. Monthly Report: In addition a monthly report shall be issued that includes sufficient information for the operating officers to review details of expenditures, perform bank account reconciliations, and monitor individual project status.

4. Contracting and Purchasing

- a. Contracting: As many activities as possible shall be conducted under a contract or purchase order issued by the Corporation to any suppliers or contractors.
- b. Contract Signatories: Contracts with a value below \$5,000 may be signed by the President or Treasurer. Contracts or purchase orders above \$5,000 must be signed by two directors of the Corporation (“*Directors*”), which signatures may be in counterparts.
- c. Conflict Transactions: If the Corporation intends to enter into a transaction or arrangement with an “interested person” who has a “financial interest” (as such terms are defined in the Corporation’s conflict of interest policy (the “Conflicts Policy”)) in such

transaction or arrangement, such transaction or arrangement must be approved in accordance with the Conflicts Policy.

- d. Contracts and Budgeting: Contracts and purchase orders must be in line with the Budget. If issuing the contract or purchase order shall cause an overrun in the Budget, an amendment to the Budget must be approved by the Board before that contract or purchase order can be signed.

5. Project Authorizations

- a. Aid and Retail Projects: No new aid or retail project shall be undertaken without the prior approval of the Board of Directors. Such request must include an estimate of costs, scope, compliance with laws, and expected benefit to the community.
- b. Changes in Scope: Any changes in scope in an approved project must also be approved by the Board along with appropriate support and justification.

6. Accounting

- a. Accounting System and Records: An appropriate electronic accounting system shall be established and maintained. This system shall allow appropriate information and details in order to issue regular performance reports, comply with required tax filings, and enable any audits or reviews of the books and records. In addition, appropriate documentation supporting all expenditures and cash receipts shall be maintained.
- b. Cash Accounting: Accounting shall be done on a cash basis rather than an accrual basis.
- c. Reporting: Reports shall be issued as noted in the Performance Reporting section.
- d. Annual Accounting Review: At least once per year, two or more Directors must conduct a review of the accounts to ensure they are well maintained and accurate, supported by appropriate documentation, and that financial procedures and policies have been followed.

7. Banking and Cash Management

- a. Account Signatories: The organization will establish at least one current account in the United States of America. At least two Directors must be signatories on the account. Both the President and the Treasurer must either sign or formally approve any transaction over \$5,000. Transactions under that level may be approved by either the President or the Treasurer (the "*Officer Signatories*"). In this case the "approval" is signified by signing a check or approving an electronic transfer. If both Officer Signatories are not in the same location or the electronic banking system does not permit two signatories, the Officer Signatory that does not sign must indicate his or her approval of the payment by fax or by electronic transmission in any form that is permitted and consistent with Section 3.5 of the Corporation's bylaws (the "*Bylaws*").
- b. Domestic Accounts Initially: During the start-up period, the Corporation does not intend to establish bank accounts outside the United States.
- c. Imprest Funds: To the extent that expenditures need to be made outside the United States, such expenditures shall be made by wire transfer to the bank account of one of our authorized agents. That agent shall maintain an Imprest fund (the "*Imprest Fund*") in

order to make expenditures on behalf of the organization. The value of the Imprest Fund shall not exceed \$5,000. Any expenditure made by the agent shall be documented by invoices. Once the value of the Imprest Fund drops below \$3,000, the agent may submit a request for the Imprest Fund to be replenished back to the \$5,000 level, with the spending to date and amount of the supplement request to be fully supported by invoices or signed receipts as appropriate. Two Directors must approve the supplement request before the funds can be transferred.

- d. Monthly Account Reconciliation: All bank accounts must be reconciled monthly, and that reconciliation approved by an officer other than the individual who prepared the reconciliation. The reconciliation will compare the statement from the bank with the accounting records, and identify and explain any differences.

8. Investment Management Policy

- a. Investment Management: From time to time the funds received by the Corporation will exceed the immediate requirements. In those cases funds may be invested in appropriate short-term, low-risk investments such as interest-bearing savings accounts, certificates of deposits, or U.S. treasury bills. In no circumstances will any funds be invested in stocks, hedge funds, commodities, real estate, margin accounts or any other speculative or high-risk investments.
- b. Approval of Investments: The Treasurer may recommend individual investments, but the President or another Director must approve of such investments.

9. Employment and Remuneration

The organization shall not hire employees during the start-up period. Any remuneration to Directors, officers, volunteers, or independent consultants must be approved by the Board in accordance with the Bylaws.

10. Reimbursement of Expenses

From time-to-time, Directors, officers and volunteers (the “*Recipients*”) may incur personal expenses on behalf of the Corporation, such as travel expenses, internet or telecommunications costs, small value purchases, or filing fees. In those cases the Recipients may request reimbursement by submitting a request detailing the expense, business justification and amount, along with appropriate documentation. Reimbursements may be approved by either the Treasurer or the President in accordance with the Bylaws.

11. Compliance

The organization is committed to fully complying with all laws and regulations in all countries in which it operates or has dealings. This includes but is not limited to: (i) tax laws and filing requirements, (ii) banking and currency regulations, (iii) laws regulating non-profits, and (iv) the Foreign Corrupt Practices Act.

12. Delegation of Authority Table

In order to clarify and summarize the above approval requirements, the following table is provided for ease of reference:

Activity	President	Treasurer	Minimum of Two Directors	Full Board
Annual Budget		Proposes		Approves
Budget Changes		Proposes		Approves
Contracts/PO <\$5,000	Approves	Approves		
Contracts/PO >\$5,000			Approves	
New Projects	Proposes			Approves
Change in Scope in Existing Project	Proposes			
Carry out Accounting	Approves	Proposes		
Review of accounts			Approves	
Establish a bank account		Approves		
Authorize transactions <\$5,000	Approves	Approves		
Authorize transactions >\$5,000			Approve	
Approve Imprest Fund supplements	Approves	Proposes		
Bank Account Reconciliation		Proposes	Approves	
Invest surplus cash	Approves	Proposes		
Transaction or arrangement with interested parties				Approves (see Conflicts Policy)
Remuneration of Directors				Approves
Reimbursement of business expenses	Approves	Approves		
Changes in Policy				Approves

13. Changes in Policy

The full Board of Directors must approve this policy and any changes to it.



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IN WITNESS WHEREOF, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing is the accounting and internal controls policy of said corporation, as adopted at a meeting of the Board of Directors on November 9, 2006.

Name: Mary E. Mitro
Title: Secretary

**BYLAWS OF
INDEGO AFRICA PROJECT**

ARTICLE I

OFFICES

Section 1.1 PRINCIPAL OFFICE. The principal office of Indego Africa Project (the “*Corporation*”) in the State of Texas shall be located in the City of Houston, County of Harris. The Corporation may have such other offices, either within or without the State of Texas, as the board of Directors (the “*Board of Directors*”) may determine or as the affairs of the Corporation may require from time to time.

Section 1.2 REGISTERED OFFICE AND REGISTERED AGENT. The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed by the Board of Directors.

ARTICLE II

MEMBERS & PURPOSE

Section 2.1 MEMBERS. The Corporation shall have no members.

Section 2.2 FOREIGN CHARITABLE CONTRIBUTIONS. In accordance with the Corporation’s certificate of formation as amended (the “*Certificate of Formation*”), the Corporation shall be authorized and empowered to make contributions to foreign charitable organizations in furtherance of the Corporation’s purposes, as set forth in the Certificate of Formation, and to the extent permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the “*Code*”), or the corresponding section of any future United States Internal Revenue law or code. The Board of Directors shall retain full control and discretion over the use and disposition of such contributions to foreign charitable organizations.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 GENERAL POWERS. The Corporation’s Board of Directors (the “*Board*”) shall manage the business and affairs of the Corporation. Members of the Board of

Directors (“*Directors*”) need not be residents of the State of Texas or elders of the Corporation.

Section 3.2 NUMBER, TENURE AND QUALIFICATIONS. The number of Directors shall be a number determined by the Board of Directors that shall not be less than three (3) and, to the extent greater than the number initially set forth in the Certificate of Formation, shall be fixed by resolution of the Board of Directors. Each Director shall hold office until the next annual meeting of the Board of Directors and until his successor shall have been elected and qualified. The initial Board of Directors shall be comprised of those Directors named in the Certificate of Formation. The Board of Directors shall elect or appoint a Director to act as Chairman of the Board, who shall preside at all meetings of the Board of Directors. In the absence of the Chairman of the Board, the Chairman of the Board may appoint any person to act as chairman of the meeting.

Section 3.3 SEMI-ANNUAL MEETINGS. Meetings of the Board of Directors shall be held semi-annually in November and May beginning on or about November 9, 2006 for the purpose of electing Directors and for the transaction of any other business as may come before the meeting.

Section 3.4 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board of Directors called by them.

Section 3.5 NOTICE. Notice of any meeting of the Board of Directors shall be given at least five (5) days previously thereto. Any notice required to be given under applicable law, the Certificate of Formation or these bylaws shall be given: (a) in writing and sent by hand delivery, through the United States mail, or by a nationally-recognized overnight delivery service for next day delivery; (b) by means of electronic transmission if consented to by the Director (and if specified by the Director, only by the form of electronic transmission specified by the Director); or (c) by oral notice given personally or by telephone. A notice to a Director shall be deemed given as follows: (i) if given by hand delivery, orally, or by telephone, when actually received by the Director; (ii) if sent through the United States mail, the second day after when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the Director at the Director’s address appearing on the records of the Corporation; (iii) if sent for next day delivery by a nationally recognized overnight delivery service, the first day after when deposited with such service, with fees thereon prepaid, addressed to the Director at the Director’s address appearing on the records of the Corporation; (iv) if sent by facsimile transmission, when transmitted to a facsimile number provided by the Director for the purpose of receiving notice; (v) if sent by electronic mail, when transmitted to an electronic mail address provided by the Director for the purpose of receiving notice; (vi) if by posting on an electronic network, when posted on the electronic network and a message is sent to the Director at the address provided by the Director for the purpose of alerting the Director of a posting; or (vii) when communicated to the Director by any other form of electronic transmission consented to by the Director. A Director may revoke the Director’s consent to notices being given by means of electronic transmission by delivering written notice of such revocation to the Corporation. A Director’s

consent to notices being given to the Director by means of electronic transmission will be deemed revoked if the Corporation is unable to deliver by electronic transmission two (2) consecutive notices and the Secretary or other person responsible for delivering the notice on behalf of the Corporation knows that the delivery of these two electronic transmissions was unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of the Director's consent does not invalidate a meeting or other action. An affidavit of the Secretary or such other agent of the Corporation that notice has been given by electronic transmission is, in the absence of fraud, prima facie evidence that notice was given. "Electronic transmission" means a form of communication that: (x) does not directly involve the physical transmission of paper; (y) creates a record that may be retained, retrieved, and reviewed by the recipient; and (z) may be directly reproduced in paper form by the recipient through an automated process.

Section 3.6 WAIVER OF NOTICE. Whenever any notice is required to be given under applicable law, the Certificate of Formation or these bylaws, a written waiver of such notice signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The business to be transacted at a regular or special meeting of the Board of Directors or members of a committee of Directors or the purpose of a meeting is not required to be specified in a written waiver of notice or a waiver by electronic transmission. All such waivers shall be kept with the books and records of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 3.7 MEETING ATTENDANCE VIA REMOTE COMMUNICATION EQUIPMENT. Subject to such guidelines and procedures, if any, as the Board may adopt, meetings of the Board of Directors and meetings of members of any committee of the Board, if authorized by the Board, may be held by using conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits all persons participating in the meeting to communicate concurrently with each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. If voting is to take place at the meeting, the Corporation shall (a) implement reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is sufficiently identified, and (b) maintain a record of any vote or other action taken at the meeting.

Section 3.8 QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 3.9 MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act

of a greater number is required by applicable law, the Certificate of Formation or by these bylaws. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. The consent must state the date of each Director's signature.

Section 3.10 VACANCIES. Any vacancy occurring in the Board of Directors and any Directorship to be filled as a result of a Director's removal or an increase in the number of Directors, shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 3.11 COMPENSATION. Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation thereof.

ARTICLE IV

OFFICERS

Section 4.1 OFFICERS. The officers of the Corporation shall be a President, a Senior Vice President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Any two or more offices, except the offices of President and Secretary, may be held by the same person, unless applicable law, the Certificate of Formation or these bylaws otherwise provide. Officers need not be residents of the State of Texas.

Section 4.2 ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 4.3 REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4.4 VACANCIES. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.5 PRESIDENT. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officers of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section 4.6 SENIOR VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Senior Vice President (or, in his absence, inability or refusal, the other Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Senior Vice President shall perform such other duties as may be assigned to him by the President or Board of Directors.

Section 4.7 TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other financial institutions as shall be selected in accordance with the provisions of Article VI of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as may be assigned to him by the President or by the Board of Directors.

Section 4.8 SECRETARY. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose (and in the absence of the Secretary, the Chairman of the Board may appoint any person to act as secretary of the meeting); give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation, and affix the seal of the Corporation to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each Director which shall be furnished to the Secretary by each Director; and, in general, perform all duties incident to the office of Secretary and such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.

Section 4.9 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such

duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

Section 4.10. INTERESTED DIRECTORS AND OFFICERS. A contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, may only be entered into pursuant to the terms of the Corporation's conflicts of interest policy, which shall be adopted and amended from time to time by resolution of the Board.

ARTICLE V

COMMITTEES

Section 5.1 COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to: (a) amending, altering, or repealing the bylaws; (b) electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; (c) amending the Certificate of Formation; (d) adopting a plan of merger or adopting a plan of consolidation with another Corporation; (e) authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; (f) authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; (g) adopting a plan for the distribution of the assets of the Corporation; or (h) amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on it or him by law.

Section 5.2 OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The President of the Corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 5.3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the committee members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof

Section 5.4 CHAIRMAN. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 5.5 VACANCIES. Vacancies in the membership of any committee may be filled in the same manner as provided in the case of the original appointments.

Section 5.6 QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5.7 RULES. Each committee may adopt rules for its governance not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 6.1 CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 6.2 CHECKS AND DRAFTS. All checks, drafts, or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time-to-time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President, the Senior Vice President or another Vice President of the Corporation.

Section 6.3 DEPOSITS. All funds of the Corporation shall be deposited from time-to-time to the credit of the Corporation in such banks, trust companies, or other companies, or other depositories as the Board of Directors, or any Director determined by resolution of the Board of Directors, may select.

ARTICLE VII

BOOKS AND RECORDS

Section 7.1 BOOKS AND RECORDS. In accordance with Title I, Chapter 3, Subchapter D and Title II, Chapter 22, Subchapter H of the Texas Business Organizations Code, as amended, the Corporation shall (a) adopt an accounting and internal controls policy, as amended from time to time by resolution of the Board (the "*AIC Policy*"), and (b) in accordance with the AIC Policy, maintain and keep: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its Board of Directors and committees having the authority of the Board of Directors; and (iii) at the registered or principal office, a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by a Director, in person or by agent, accountant or attorney, for any proper purpose at

any reasonable time. The books and records may be in written paper form or another form capable of being converted into written paper form within a reasonable time.

ARTICLE VIII

FISCAL YEAR

Section 8.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE IX

SEAL

Section 9.1 SEAL. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “Indego Africa Project”.

ARTICLE X

AMENDMENTS TO BYLAWS

Section 10.1 AMENDMENTS. These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least five (5) days’ written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

ARTICLE XI

INDEMNIFICATION

Section 11.1 PERSONS. The Corporation shall indemnify (to the extent provided in this Article) any person: (a) who is or was a Director, officer, agent or employee of the Corporation, or (b) who serves or served at the Corporation’s request as a Director, officer, agent, employee or partner of another Corporation or corporation, or of a partnership, joint venture, trust or other enterprise (an “*Indemnitee*”).

Section 11.2 EXTENT. In case of a pending or threatened suit, action or proceeding (a “*Proceeding*”) against an Indemnitee by reason of such Indemnitee holding a position named in Section 11.1, the Corporation shall indemnify such Indemnitee, if such Indemnitee satisfies the standard set forth in Section 11.3 and such indemnification is not limited pursuant to Section 11.4, for the (a) amount of a judgment and (b) expenses and costs (including attorneys’ fees) that are reasonable and actually incurred by the Indemnitee in connection with the defense or settlement of the Proceeding.

Section 11.3 STANDARD. In case of a Proceeding by or in the right of the Corporation, an Indemnitee shall be indemnified only if: (a) such Indemnitee is successful on the merits or otherwise; or (b) such Indemnitee acted (i) in good faith and with ordinary care with respect to the transaction that is the subject of the Proceeding, (ii) with regard to a Director's conduct in his or her official capacity (as defined in Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended), in a manner he or she reasonably believed to be in the best interests of the Corporation, and (iii) with regard to a Director's conduct in all other cases (as set forth in Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended), in a manner he or she reasonably believed was at least not opposed to the best interests of the Corporation.

Section 11.4 LIMITATION. Indemnification under this Article of an Indemnitee who is found liable to the Corporation or is found liable because the Indemnitee improperly received a personal benefit: (a) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding; (b) does not include a judgment, penalty, fine, and excise or similar tax (including an excise tax assessed against the Indemnitee with respect to an employee benefit plan); and (c) may not be made in relation to a Proceeding in which the Indemnitee has been found liable for (i) wilful or intentional misconduct in the performance of the Indemnitee's duty to the Corporation, (ii) breach of the Indemnitee's duty of loyalty owed to the Corporation; or (iii) an act or omission not committed in good faith that constitutes a breach of a duty owed by the Indemnitee to the Corporation. An Indemnitee is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by law.

Section 11.5 DETERMINATION THAT STANDARD HAS BEEN MET. A determination that the standard of Section 11.3 has been satisfied or the limitation of indemnification in Section 11.4 applies may be made by a court or by: (a) a majority vote of a quorum consisting of the Directors who at the time of the vote are not named defendants or respondents in the proceeding; (b) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or (c) by written opinion of special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in (a) or (b) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

Section 11.6 PRORATION. Anyone making a determination under Section 11.5 may determine that an Indemnitee has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

Section 11.7 ADVANCE PAYMENT. The Corporation may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under this Article, if: (a) the Board of Directors authorizes the specific payment; (b) the Corporation receives written affirmation by the Indemnitee of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification as set forth in Section 11.3 above; and (c) the Indemnitee receiving the payment undertakes in writing to repay such payment unless it is ultimately determined that he or she is entitled to indemnification by the Corporation under this

Article.

Section 11.8 NON-EXCLUSIVE. The indemnification provided by this Article shall not be exclusive of any other rights to which a person may be entitled by law, including but not limited to Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended.

Section 11.9 CONTINUATION. The indemnification and advance payment provided by this Article shall continue as to a person who has ceased to hold a position named in Section 11.1 and shall inure to his or her heirs, executors and administrators.

Section 11.10 INSURANCE. Except for any period of time that an Indemnitee is or was considered a volunteer for purposes of Chapter 84 of the Texas Civil Practice and Remedies Code, as amended, the Corporation shall purchase and maintain insurance on behalf of any Indemnitee who holds or who has held any position named in Section 11.1 against any liability incurred by him or her in any such position, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under this Article.

Section 11.11 NOTICE. Any indemnification of or advance of expenses to a Director, officer, employee, or agent in accordance with this Article shall be reported in writing to the Directors of the Corporation with or before the notice or waiver of notice of the next meeting of Directors or with or before the next submission to Directors of a consent to action without a meeting. In any case, the report will be sent within the 12-month period immediately following the date of the indemnification or advance.

Section 11.12 SEVERABILITY. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article (including, without limitation, each such portion of this Article containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

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IN WITNESS WHEREOF, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing are the bylaws of said corporation, as adopted at a meeting of the Board of Directors on November 9, 2006.

Name: Mary E. Mitro
Title: Secretary

CERTIFICATE OF FORMATION

OF

INDEGO AFRICA PROJECT

TO:

Texas Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
(512) 463-5555

I, the undersigned natural person of the age of twenty-one years or more, acting as organizer of a corporation pursuant to Title 1, Chapter 3, Subchapter A of the Texas Business Organizations Code (Texas Code, 2004 edition, which is hereafter referred to as the “*TBOC*”), adopt the following Certificate of Formation:

FIRST: The name of the corporation (which is hereafter referred to as the “Corporation”) is Indego Africa Project.

SECOND: The period of duration of the Corporation is perpetual.

THIRD: The Corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended, or the corresponding section of any future United States Internal Revenue law or code (collectively, the “*Code*”). In accordance with Chapters 2 and 22 of the TBOC, the purposes for which the Corporation is formed include, but are not limited to, the following:

- A. To promote the alleviation of poverty by educating and employing disadvantaged individuals in impoverished communities and by providing directly to such individuals, or to entities with a similar mission, food, job training and education, sustainable income and business development assistance concerning marketing, quality control standards, peer training, financing and related areas.
- B. To engage in any other activities that are incidental to the foregoing purposes or may be otherwise necessary or appropriate to more fully accomplish the foregoing purposes of the Corporation, and which are not inconsistent with its qualification under Code Section 501(c)(3).

In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest or reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly or

through contributions to any charitable organization or organizations, exclusively for religious, charitable, scientific, or educational purposes, and engage in any lawful activity for which the corporation may be organized under the TBOC within the meaning of Section 501(c)(3) of the Code or any successor provision.

In furtherance of its corporate purposes, the Corporation shall have all of the general powers enumerated in the TBOC as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

FOURTH: The Corporation shall have no members.

FIFTH: Notwithstanding Article NINTH, the directors of the Corporation shall be elected or appointed as provided by the bylaws of the Corporation (the “*Bylaws*”).

SIXTH: Provisions for the regulation of the internal affairs of the Corporation are as follows:

- A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.
- B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as permitted by Section 501(h) of the Code and in any corresponding laws of Texas), and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of or in opposition to any candidate for public office.
- C. During such period, or periods, of time, if any, as the Corporation is treated as a “private foundation” pursuant to Section 509 of the Code, the directors must distribute the Corporation’s income at such time and in such manner so as not to subject the Corporation to tax under Section 4942 of the Code, and the Corporation is prohibited from engaging in any act of self-dealing (as defined in Section 4941(d) of the Code), from retaining any excess business holdings (as defined in Section 4943(c) of the Code) which would subject the Corporation to tax under Section 4943 of the Code, from making any investments or otherwise acquiring assets in such manner so as to subject the Corporation to tax under Section 4944 of the Code, from retaining any assets which would subject the Corporation to tax under Section 4944 of the Code if the directors have acquired such assets, and from making any taxable expenditures (as defined in Section 4945(d) of the Code).

D. Notwithstanding any other provision of this Certificate of Formation, the Corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in Section 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), and 2522(a)(2) of the Code.

SEVENTH: In the event of dissolution or final liquidation of the Corporation, the Corporation shall dispose of its assets and property in the following manner:

A. The Corporation shall pay or make provision for the payment of all of the liabilities and obligations of the Corporation and for necessary expenses thereof and shall return, transfer or convey all property held by the Corporation on a condition requiring such return, transfer, or conveyance because of the winding up or termination of the Corporation.

B. After disposing of assets and property pursuant to Section A of this Article SEVENTH, all of the remaining assets and property of the Corporation shall be distributed as the Board of Directors shall determine for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, including such organization or organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, or shall be distributed to the U.S. Federal Government for a public purpose.

EIGHTH: The address, including street and number, of the initial registered office of the Corporation is: 507 Archwood Trail, Houston, TX 77007. The name of the initial registered agent at such address is Thomas M. Mitro, a resident of Texas.

NINTH: The number of directors constituting the initial board of directors is three (3), and the names and addresses, including street number and zip code of the persons who are to serve as directors until the first annual meeting, or until their successors are elected and shall qualify pursuant to the Bylaws, are:

DIRECTOR NAME

ADDRESS

Thomas M. Mitro

507 Archwood Trail
Houston, TX 77007

Matthew T. Mitro

507 Archwood Trail
Houston, TX 77007

Divya Murthy

200 East 26th Street
Apartment 5A
New York, NY 10010

TENTH: The name and address, including street number and zip code, of the organizer is as follows:

ORGANIZER NAME

ADDRESS

Thomas M. Mitro

507 Archwood Trail
Houston, TX 77007

ELEVENTH: Provisions concerning the limitation of liability and indemnification of the Corporation's officers, directors, employees and/or agents will be specified in the Bylaws of the Corporation. The Corporation shall not indemnify, reimburse, or insure any person for any taxes imposed on such person under Subchapter A of Chapter 42 of the Code in effect as of the date of this Certificate of Formation or as may hereafter be amended. If the Corporation is deemed to be a private foundation at any time within the meaning of Section 509 of the Code then, during such time, the Corporation shall make no payment under this Article ELEVENTH if such payment would constitute an act of self-dealing or a taxable expenditure in accordance with Sections 4941(d) or 4945(d), respectively, of the Code. The Corporation shall not indemnify, reimburse, or insure any person in any instance where such indemnification, reimbursement, or insurance is not consistent with Section 4958 of the Code (if the Corporation is not a private foundation within the meaning of Section 509 of the Code) or any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code.

TWELFTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Formation, in such manner now or hereinafter prescribed by statute or in the Bylaws, and all rights conferred upon directors and officers herein are granted subject to this reservation.

THIRTEENTH: This Certificate of Formation becomes effective when filed by the Texas Secretary of State.



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IN WITNESS WHEREOF, the undersigned Organizer subscribes this Certificate of Formation of Indego Africa Project, subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument, this ____ day of _____, 2006.

Thomas M. Mitro, Organizer

**CONFLICTS OF INTEREST POLICY
OF
INDEGO AFRICA PROJECT**

ARTICLE I

PURPOSE

The purpose of the conflicts of interest policy (the “*Policy*”) is to protect the interests of Indego Africa Project (the “*Corporation*”) when the Corporation is contemplating entering into a transaction or arrangement that might benefit the private interest of a member, officer or director of the Corporation. The Policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

ARTICLE II

DEFINITIONS

Section 2.1 INTERESTED PERSON. An “interested person” is any member, director, principal officer, or member of a committee with powers delegated by the Board of Directors of the Corporation (the “*Board*”) who has a direct or indirect financial interest, as defined below.

Section 2.2 FINANCIAL INTEREST. A person has a “financial interest” if the person has, directly or indirectly, through business, investment or family:

- (a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
- (b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement;
- (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement; or
- (d) a managerial function or is a managerial official or member in any entity with which the Corporation has a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A financial interest is not necessarily a conflict of interest. Under Section 3.2 of the Policy, a person who has a financial interest may have a conflict of interest only if the Board of Directors or committee decides that a conflict of interest exists.

ARTICLE III

PROCEDURES

Section 3.1 DUTY TO DISCLOSE. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts to the Board and members of committees with Board-delegated powers considering the proposed transaction or arrangement.

Section 3.2 DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS.

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board or committee shall decide if a conflict of interest exists.

Section 3.2 PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST.

- (a) An interested person must certify to the Board that he or she has disclosed all material facts as to the financial interest and the transaction or arrangement that is the subject of the potential conflict of interest.
- (b) An interested person may make a presentation at the Board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that is the subject of the potential conflict of interest.
- (c) The Chairman of the Board or chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (d) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (e) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- (f) Notwithstanding the foregoing, the Board or committee shall not approve any transaction or arrangement that would be considered a prohibited transaction under Section 4941 of the Code.
- (g) Notwithstanding the foregoing, the Board or committee shall not approve the making of a loan by the Corporation to a director.

Section 3.3 VIOLATIONS OF THE CONFLICTS OF INTEREST POLICY.

- (a) If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV

RECORDS OF PROCEEDINGS

Section 4.1 RECORDS. The minutes of the Board and all committees with Board-delegated powers shall contain:

- (a) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest in fact existed; and
- (b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

ARTICLE V

COMPENSATION COMMITTEES

Section 5.1 MEMBER COMPENSATION. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

ARTICLE VI
ANNUAL STATEMENTS

Section 6.1 ANNUAL STATEMENT. Each member, Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) has received a copy of the conflicts of interest policy
- (b) has read and understands the policy, and
- (c) has agreed to comply with the policy.

ARTICLE VII
PERIODIC REVIEWS

Section 7.1 PERIODIC REVIEW. To ensure that the Corporation operates in a manner consistent with its exempt purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted.

ARTICLE VIII
USE OF OUTSIDE EXPERTS

Section 8.1 OUTSIDE EXPERTS. In conducting the periodic reviews provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.



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IN WITNESS WHEREOF, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing is the conflict of interest policy of said corporation, as adopted at a meeting of the Board of Directors on November 9, 2006.

Name: Mary E. Mitro
Title: Secretary

**DONATION RECIPIENT POLICY
OF
INDEGO AFRICA PROJECT**

April 25, 2007

Indego Africa Project (“**IAP**”) is committed to full compliance with best practices concerning the qualification and selection of charitable recipients of donations and with U.S. Internal Revenue Service (“**IRS**”) regulations regarding the proper use and control of donated funds.

ARTICLE I.

DONATION PROGRAM

As part of its non-profit mission, IAP makes donations or grants of funds, equipment, or other in-kind items (collectively, “**Grants**”) to community organizations in African nations that exclusively serve Economically Disadvantaged Persons (defined below) in such communities (“**Development Partner Organizations**” or “**DPOs**”). IAP also will make payments, whether as advances or compensation for commissioned work (collectively, “**Payments**”), to artists, artisans and other trainees being supervised, trained, educated, housed or otherwise accommodated by DPOs (“**Individual Donees**”). The Donation Recipient Eligibility Policy (the “**Policy**”) shall be followed by all directors, officers, volunteers and/or employees prior to selecting DPOs and making any initial Payments to Individual Donees.

ARTICLE II

PURPOSE & GENERAL PRINCIPLES

SECTION 2.1. Purpose. The purpose of the Policy is to guarantee the following:

- (a) *IAP Discretion & Control*. IAP retains full discretion and control over the use of Grants that are received by DPOs from IAP.
- (b) *Charitable Beneficiaries*. All Individual Donees are themselves economically-disadvantaged, sufficiently identifiable and otherwise eligible to receive Payments.
- (c) *Appropriate DPO Functions*. Programs and services offered by all DPOs benefit only economically-disadvantaged individuals and are targeted towards training and skills development.
- (d) *DPO Management*. All DPOs have implemented appropriate accounting and management functions that permit them to fulfill IAP reporting requirements.

(e) *DPO Integrity & Legality.* All DPOs refrain from making any corrupt payments and have a legally-sanctioned relationship with government authorities.

(f) *DPO Financial Stewardship.* All funds received by DPOs from IAP are spent in a manner consistent with IAP's mission and policies.

SECTION 2.2. General Principles. The process of selecting and making Grants to DPOs and Payments to Individual Donees shall be guided by the following general principles:

(a) *Development Partner Organization Eligibility.* IAP will make donations only to existing and well-established DPOs with demonstrated operations to benefit Economically Disadvantaged Persons (defined below) living in the community served by the DPO. Prior to becoming eligible to receive Grants, all DPOs must complete a Development Partner Organization Profile ("**DPO Profile**") and provide verification where necessary.

(b) *Preferences for Recommendations.* IAP will look most favorably upon DPOs that provide a letter of recommendation or are otherwise recommended by organizations operating in the area of African economic development, such as OXFAM, United Nations agencies, the Fair Trade Federation, the International Federation of Alternative Trade, Aid to Artisans, Ten Thousand Villages, U.S. Peace Corps volunteers and other international aid organizations.

(c) *Individual Donee Eligibility.* IAP will make Payments to Individual Donees only for the production of handicrafts or other products that have significant artistic elements or are of particular cultural significance ("**Eligible Products**"). Prior to becoming eligible to receive Payments, Individual Donees must complete an Individual Donee Profile ("**Donee Profile**") and provide verification where necessary.

ARTICLE III

DEVELOPMENT PARTNER ORGANIZATION SELECTION

SECTION 3.1: Generally. Upon consideration of all DPO Criteria (defined below), the IAP Board of Directors (the "**Directors**") shall finally decide whether a DPO will be eligible to receive Grants in accordance with this Policy and the IAP bylaws.

SECTION 3.2. Development Partner Organization Pre-Grant Inquiry. The process of reviewing and selecting a prospective DPO (the "**Pre-Grant Inquiry**") shall begin with the preliminary completion of a DPO Profile by the prospective DPO. IAP shall make available a form DPO Profile for use by prospective DPOs (see Appendix A). The Pre-Grant Inquiry shall proceed as follows:

(a) *Preliminary DPO Profile Review.* An IAP officer, director, volunteer or employee (the "**IAP Representative**") shall review the preliminary DPO Profile and be responsible for corresponding with the representative of the prospective DPO specified

on the DPO Profile (“**DPO Representative**”). The IAP Representative and DPO Representative shall confer regarding any errors, omissions or clarifications. The IAP Representative also shall inform the DPO Representative of which mandatory criteria specified on the DPO Profile and listed hereunder in Section 3.3 (“**DPO Mandatory Criteria**”) must be satisfied or improved before the DPO Profile will be considered further. Once the DPO Mandatory Criteria appear to be complete, at least one IAP Representative shall make a reasonable effort to confirm the DPO Mandatory Criteria.

(b) *Final DPO Profile Signatures.* The DPO Representative shall sign the DPO Profile and provide as much detail as possible with respect to each item on the DPO Profile. The IAP Representatives assigned to confirm the DPO Mandatory Criteria shall counter-sign the DPO Profile. All signatories attest that the information contained in the DPO Profile is true and correct to the best knowledge of each signatory.

(c) *Final DPO Profile Submission.* Once the IAP Representative determines that the DPO Mandatory Criteria have been met and the DPO Profile is complete, the IAP Representative shall submit the DPO Profile and candidacy of the prospective DPO to the Directors for review. The IAP Representative shall include some indication of whether the prospective DPO has satisfied the favorable criteria specified on the DPO Profile and listed hereunder in Section 3.4 (“**DPO Favorable Criteria**”), together with DPO Mandatory Criteria, the “**DPO Criteria**”).

SECTION 3.3. Development Partner Organization Mandatory Criteria. On the DPO Profile, the prospective DPO must certify that it has met each of the following DPO Mandatory Criteria and, when noted below, provide accompanying documentation to demonstrate how such DPO Mandatory Criteria have been met.

(a) *Serves Economically Disadvantaged Persons.* All programs administered by the prospective DPO are for the exclusive benefit of individuals or communities of individuals that are economically disadvantaged, whether by unemployment, under-employment, orphaning, lack of basic education or lack of access to business capital or resources (“**Economically Disadvantaged Persons**”). If possible, the prospective DPO should provide any policy related to selecting participants in its programs.

(b) *IAP Discretion & Control.* The prospective DPO understands and agrees to accept that IAP has full discretion and control over Grants made to DPOs.

(c) *Exempt Purpose.* The prospective DPO agrees to carry out its activities in accordance with IAP’s exempt purposes under the IAP bylaws and IRS regulations, which shall include the use of all Grants exclusively for purposes specified by IAP and the training and education of Economically Disadvantaged Persons.

(d) *Minimum Accounting Records.* The prospective DPO maintains some form of acceptable accounting records and agrees to provide receipts for all payments made by the prospective DPO using cash donated by IAP. Copies of the prospective DPO’s most recent financial statement or other statement of expenses and liabilities must be provided.

(e) *Bank Account.* The prospective DPO maintains a bank account in its home country into which IAP can make payments upon satisfaction of the invoicing requirements established by the IAP Imprest Fund (as that term is defined in the IAP Accounting and Internal Controls Policy). The DPO Profile must include the prospective DPO's bank account particulars.

(f) *Entity Status; Compliance with Law.* The prospective DPO is a legal entity in its home country, complies with all applicable laws and has obtained, or is willing to obtain, the required licenses, registrations, permits and authorizations, including export licenses (collectively, "*Licenses*"). Copies of all Licenses and existing organizational documents must be provided.

(g) *No Conflicts of Interest.* The prospective DPO: (i) is organized on a not-for-profit basis; (ii) does not benefit the private interest of a member, officer or director of the prospective DPO ("*DPO Officer*") other than through payments for actual services rendered; and (iii) operations, contracts and business relationships of the prospective DPO ("*DPO Financial Interests*") do not create a conflict of interest with respect to DPO Officers or any interests or ownership that DPO Officers have in other legal entities. If available, copies of a conflict of interest policy and any documents related to DPO Financial Interests should be provided.

(h) *No Corrupt Payments.* The prospective DPO does not make corrupt payments, or give or promise to give anything of value, to a government official for the purpose of influencing such official or obtaining or directing business for a particular person. No activities of the prospective DPO should cause IAP to violate provisions of the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1 et seq., or the prospective DPO to violate either equivalent anti-bribery statute in the prospective DPO's home country or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, DAF/IME/BR(97)16/REV.

(i) *Political & Religious Activities.* The prospective DPO does not make political contributions or contributions to churches or other religious institutions. The primary purpose of the prospective DPO is not the conducting of religious services or religious education.

SECTION 3.4. Development Partner Organization Favorable Criteria. On the DPO Profile, the prospective DPO may certify that it has met some or all of the following DPO Favorable Criteria and, when noted below, must provide accompanying documentation to demonstrate how such DPO Favorable Criteria have been met.

(a) *Reporting & Auditing.* The prospective DPO acknowledges the necessity for and agrees to (i) provide documentation requested by IAP to substantiate the use of Grants and (ii) submit to reviews, inspections, or audits by IAP representatives or third parties commissioned by IAP, including organizations responsible for certifying fair trade

practices. If available, the prospective DPO should provide copies of any periodic reports laying out its programs and use of funds.

(b) *Tax-Exempt Legal Entity.* The prospective DPO is a tax-exempt charitable organization, or any type of legal entity that is equivalent to a U.S. 501(c)(3) tax-exempt organization certified by the IRS, under the laws of its home country. The prospective DPO must provide copies of its notification letter or other equivalent certification by the relevant government of its tax-exempt and/or charitable status.

(c) *Segregation of Accounting Duties.* The prospective DPO has segregated accounting duties, including the use of dual account signatories and other internal controls to help avoid fraud. If available, copies of an accounting and internal controls policy and any documents related to accounting should be provided.

(d) *Financial Planning.* The prospective DPO prepares budgets for its overall activities and its planned uses of IAP Grants. Copies of such budgets must be provided.

(e) *Business Planning.* The prospective DPO has prepared a business plan establishing its operations and strategies. Copies of the prospective DPO's business plan must be provided.

(f) *Other Policies.* In addition to the policies mentioned in Sections 3.3(a) and (g) and Sections 3.4(b)-(d), the prospective DPO has established policies regarding privacy, operational functioning and management, accounting, money management, reporting or other major functions. Copies of such policies must be provided.

(g) *Organizational History.* The prospective DPO has a demonstrated history of success in delivering on its mission to serve Economically Disadvantaged Persons. A narrative description or other document evidencing this history must be provided.

ARTICLE IV

INDIVIDUAL DONEE SELECTION

SECTION 4.1: Generally. Upon consideration of all Individual Donee Criteria (defined below), the relevant IAP Representative shall finally decide whether an Individual Donee will be eligible to receive ongoing Payments in accordance with this Policy and the IAP bylaws.

SECTION 4.2. Individual Donee Initial Pre-Payment Inquiry. The process of reviewing and selecting a prospective Individual Donees (the “*Pre-Payment Inquiry*”) shall begin with the preliminary completion of a Donee Profile by the prospective Individual Donee. IAP shall make available a form Donee Profile for use by prospective Individual Donees (see Appendix B). The Pre-Payment Inquiry shall proceed as follows:

(a) *Preliminary Donee Profile Review.* Either an IAP Representative or a DPO Representative designated by IAP (either, a “*Donee Liaison*”) shall review the

preliminary Donee Profile and be responsible for corresponding with the Individual Donee. The Donee Liaison and Individual Donee shall confer regarding any errors, omissions or clarifications. The Donee Liaison also shall inform the Individual Donee of which mandatory criteria specified on the Donee Profile and listed hereunder in Section 4.3 (“**Donee Mandatory Criteria**”) must be satisfied or improved before the Donee Profile will be considered further. Once the Donee Mandatory Criteria appear to be complete, the Donee Liaison shall make a reasonable effort to confirm the Donee Mandatory Criteria, primarily through an interview with the prospective Individual Donee.

(b) *Final Donee Profile Signatures.* The Individual Donee shall sign the Donee Profile and provide as much detail as possible with respect to each item on the Donee Profile. The Donee Liaison assigned to confirm the Donee Mandatory Criteria shall counter-sign the Donee Profile. All signatories attest that the information contained in the Donee Profile is true and correct to the best knowledge of each signatory.

(c) *Final Donee Profile Submission.* The Donee Liaison shall assist the prospective Individual Donee with, and shall include some indication of whether the prospective Individual Donee has satisfied, the favorable criteria specified on the Donee Profile and listed hereunder in Section 4.4 (“**Donee Favorable Criteria**”, together with Donee Mandatory Criteria, the “**Donee Criteria**”). Upon completion of the Donee Profile, the following shall occur:

- (i) If the Donee Liaison is not an IAP Representative, the Donee Liaison shall submit the completed Donee Profile and candidacy of the prospective Individual Donee to an IAP Representative for approval in accordance with this Policy and the IAP bylaws.
- (ii) If the Donee Liaison is an IAP Representative, the Donee Liaison may approve or deny the candidacy of the prospective Individual Donee in accordance with this Policy and the IAP bylaws.

SECTION 4.3. **Individual Donee Mandatory Criteria.** On the Donee Profile, the prospective Individual Donee must certify that he or she has met each of the following Donee Mandatory Criteria and, when noted below, should provide accompanying documentation to demonstrate how such Donee Mandatory Criteria have been met.

(a) *Economic Disadvantage.* The Individual Donee is economically disadvantaged, whether by unemployment, under-employment, orphaning, lack of basic education or lack of access to business capital or resources. If possible, the prospective Individual Donee should provide a personal bank statement or other statement of personal financial means.

(b) *Personal Information.* The prospective Individual Donee acknowledges the necessity for and agrees to meet certain requests for personal information by IAP, such as

the Individual Donee's personal and family history. This information will be solicited primarily through interviews by IAP Representatives.

(c) *Artistic and/or Cultural Significance of Eligible Products.* The handicrafts or other products produced by, or proposed to be produced by, the prospective Individual Donee qualify as Eligible Products. The prospective Individual Donee acknowledges the necessity for and agrees to provide historical, cultural and artistic information about the Eligible Products. This information will be solicited primarily through interviews by IAP Representatives. The prospective Individual Donee should either (i) provide photographs of Eligible Products or (ii) agree to allow Eligible Products to be photographed by IAP Representatives or DPO Representatives.

(d) *Delivery Requirements.* The prospective Individual Donee acknowledges the necessity for and agrees to meet production method, delivery, quantity and quality requirements for the Eligible Products ("***Delivery Requirements***") commissioned by IAP. IAP Representatives and the Individual Donee shall negotiate the terms of Delivery Requirements.

(e) *Compliance with Law.* The prospective Individual Donee agrees to comply with all applicable laws and has obtained, or is willing to obtain, the Licenses required to produce Eligible Products. If available, copies of all Licenses should be provided.

(f) *No Conflicts of Interest.* The prospective Individual Donee does not receive any payment or benefit not available to other beneficiaries of DPO programs as a result of his or her relationship with a DPO Officer. The prospective Donee must provide a conflict of interest statement if he or she has any conflicts of interest with respect to the DPO or DPO Officers, whether as a result of (i) his or her family or other relationship with a DPO Officer or (ii) his or her financial interest in any entity in which the DPO has a DPO Financial Interest.

SECTION 4.4. Individual Donee Favorable Criteria. On the Donee Profile, the prospective Individual Donee may certify that he or she has met some or all of the following Donee Favorable Criteria and, when noted below, must provide accompanying documentation to demonstrate how such Donee Favorable Criteria have been met.

(a) *Bank Account.* The prospective Individual Donee maintains a bank account into which IAP or the DPO can make payments upon satisfaction of the invoicing requirements established by the IAP Imprest Fund (as that term is defined in the IAP Accounting and Internal Controls Policy). The Donee Profile must include the prospective Individual Donee's bank account particulars.

(b) *Product Development.* The prospective Individual Donee has been involved, and will continue to be involved, in the process of developing new or improved Eligible Products in conjunction with IAP Representatives and the DPO.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Personal Information. IAP shall protect any information of a personal or organizational nature provided to IAP during the process of selecting DPOs or Individual Donees set for in Article III and Article IV (“*Application Information*”). In accordance with the IAP Donor Privacy Policy, IAP shall afford the same level of protection to Application Information as it does to Personal Information (as that term is defined in the IAP Donor Privacy Policy). IAP asks only for the Application Information necessary to comply with this Policy.

SECTION 5.2. Changes to Donation Recipient Policy. If at some point in the future there is a change to IAP’s donation recipient eligibility practices, it will be reflected in the date posted in this Policy. All Directors must approve this Policy and any changes to it.

SECTION 5.3. Compliance with IRS Regulations. Notwithstanding any other provision of this Policy, IAP shall not directly or indirectly permit any activity, including the selection of DPOs or Individual Donees, which would prevent IAP from obtaining exemption from Federal income taxation as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended, or the corresponding section of any future United States Internal Revenue law or code Code (the “*Code*”), or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), and 2522(a)(2) of the Code.



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IN WITNESS WHEREOF, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing is the donation recipient eligibility policy of said corporation, as adopted by unanimous consent in lieu of a meeting of the Board of Directors on April 25, 2007.

Name: Mary E. Mitro
Title: Secretary

APPENDIX A

DPO Profile (Form)

APPENDIX B

Donee Profile (Form)

DONOR PRIVACY POLICY
OF
INDEGO AFRICA PROJECT

November 23, 2006

Indego Africa Project (“**IAP**”) is committed to the highest standards of integrity in all fundraising efforts and to the ethical collection, retention and use of information on donors and prospects. When donors give to IAP, they can be confident that the information provide to IAP will be kept in the strictest confidence.

SECTION 1. Personal Information. When donors fill out and submit any donation or event-related forms, applications or registrations (whether online or otherwise), donors are asked to provide certain personal information, such as his or her name, title, company name, address, phone and/or fax number, e-mail address and payment information such as bank account and credit card numbers (“**Payment Information**” and, collectively, “**Personal Information**”). IAP asks only for the Personal Information necessary to complete the transactions requested by the donor.

SECTION 2. Payment Information. In particular, IAP may collect Payment Information from its donors so that IAP can process donations. If IAP collects such Payment Information, IAP shall maintain Payment Information on IAP’s secure servers for IAP internal processes only. If IAP uses a processing service to process donations by credit card, wire transfer or any other payment method, the company providing such service shall not retain, share, store or use any Personal Information for any secondary purposes.

SECTION 3. Restricted Use; Authorized Uses. IAP does not sell, rent, share or otherwise disclose donors’ Personal Information to any outside party, unless legally required to do so. Any Personal Information that donors provide will be used only to (a) process the donor’s transaction, (b) create statistical (non-individual) data for internal use by IAP, (c) visit donors on behalf of IAP, or (d) other uses related to the fulfillment of IAP’s Mission Statement (“**Authorized Uses**”). For instance, some aggregated donor Personal Information may be used to (i) evaluate and improve the IAP website, (ii) help diagnose problems with IAP servers or shared servers, (iii) gather broad demographic information, and (iv) analyze trends.

SECTION 4. Mailings and Updates. When making a donation to IAP, donors may be asked to check a box to “receive email updates” or “receive mailings” from IAP. IAP will obtain and protect such information to the same degree as other Personal Information under this privacy policy. If a donor has so indicated, IAP may choose to send e-mail updates or mailings to the donor until the donor indicates that he or she does not wish to receive such e-mail updates or mailings.

SECTION 5. Security and Access. IAP maintains strict physical, electronic, and procedural safeguards to protect donors’ Personal Information. Access to Personal Information about

donors is restricted to only those officers, volunteers and employees of IAP who need access to such Personal Information in order to undertake Authorized Uses pursuant to Section 3 of this privacy policy.

SECTION 6. Changes to Privacy Policy. If at some point in the future there is a change to IAP's information usage practices that affect donors' Personal Information, it will be reflected in the privacy policy date posted on this document.

SECTION 7. Donors' Bill of Rights. IAP subscribes to the Donor Bill of Rights developed by the American Association of Fund Raising Counsel ("**AAFRC**"), Association for Healthcare Philanthropy ("**AHP**"), Council for Advancement and Support of Education ("**CASE**"), and the National Society of Fundraising Professionals ("**NSFP**"), as follows: "Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To assure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we declare that all donors have these rights:

- I. To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
- II. To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
- III. To have access to the organization's most recent financial statements.
- IV. To be assured their gifts will be used for the purposes for which they were given.
- V. To receive appropriate acknowledgment and recognition.
- VI. To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law.
- VII. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
- VIII. To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.
- IX. To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.
- X. To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers."

The text of this statement in its entirety was developed by the AAFRC, AHP, CASE and NSFP.

SECTION 8. Use of Cookies. Visitors to the IAP website should be aware that non-personal information and data may be automatically collected by the IAP website through the use of "cookies." "Cookies" are small text files a website can use to recognize repeat visitors, facilitate the visitor's ongoing access to and use of the site, and allow a site to track usage behavior and

compile aggregate data that will allow content improvements. Cookies are not programs that come onto a visitor's system and damage files. Generally, cookies work by assigning a unique number to the visitor that has no meaning outside the assigning site. If a visitor does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the visitor to deny or accept the cookie feature. IAP may use "cookie" technology only to obtain non-personal information from its online visitors in order to improve visitors' online experience and facilitate their visit within our site.

SECTION 9. Feedback and Questions. IAP works hard to ensure that donors' giving experience is a positive one. If donors have any questions about this privacy policy, the practices of IAP, or the donors' dealings with the IAP website, please contact:

Donor Support
Indego Africa Project
507 Archwood Trail
Houston, TX 77007
donor.support@indegofafrica.org
Tel: 202.580.8470

SECTION 10. Acknowledgment of Privacy Policy. By submitting Personal Information to IAP, the donor acknowledges that he or she has read this privacy policy, understands it, agrees to its terms and authorizes IAP to collect, use and disclose Personal Information pursuant to the terms of this privacy policy.



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IN WITNESS WHEREOF, the undersigned, being the Secretary of Indego Africa Project does hereby certify that the foregoing is the donor privacy policy of said corporation, as adopted by unanimous consent in lieu of a meeting of the Board of Directors on November 23, 2006.

Name: Mary E. Mitro
Title: Secretary