

BYLAWS OF ADS INSTITUTE FOR DENTAL SAFETY AND SCIENCE

ARTICLE I – NAME AND PURPOSE

Section 1. Name:

The name of the organization shall be the ADS Institute for Dental Safety and Science (“the Institute”). The Institute operates as a separate and distinct legal entity but maintains a strategic association with the Association for Dental Safety (the “Association”) and the ADS Foundation (the “Foundation”).

Section 2. Purpose:

The Institute is organized and operated exclusively for charitable, educational, and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, to promote dental safety, scientific advancement, and education. The Institute operates independently, while collaborating with both the Association and the Foundation where mission alignment exists.

ARTICLE II – OFFICES

Principal Office:

The principal office of the Institute shall be located in the State of Georgia. The Institute may establish other offices as necessary.

ARTICLE III – ADVISORY COMMITTEE

Section 1. Composition:

The Advisory Committee governs the Institute, and consists of:

- Permanent Chair
- ADS Executive Director (ex officio)
- Ten Advisors
- Secretary (ex officio staff member)
- Treasurer (Association Board Treasurer)

Section 2. Advisor Appointment:

Advisors are appointed by the Chair in consultation with the ADS Foundation Board Chair, ADS Association Board Chair(s), ADS Executive Director, and relevant ADS staff, ensuring representation that fosters collaboration but maintains organizational independence. Each advisor shall serve a term of three (3) years. Terms are renewable indefinitely.

Section 3. Secretary:

A staff member from the ADS association will serve as secretary.

ARTICLE IV – POWERS AND DUTIES

Section 1. Advisory Committee:

The Advisory Committee shall govern the general operations, planning, and direction of the Institute. It shall have authority to create and dissolve sub-committees, task forces, and working groups as needed.

Section 2. Chair:

The Chair shall preside over meetings, oversee committee appointments, and provide strategic leadership.

Section 3. Executive Director (ex officio):

The Executive Director participates in committee deliberations but does not vote. The Executive Director, appointed or terminated by the Advisors, per agreement with the Executive Board of the Association, is the Institute's chief employed administrative officer. Specific duties of the Executive Director are delineated in an employment contract.

Section 4. Secretary

The Secretary shall record and maintain minutes of meetings, manage official correspondence, and ensure records retention.

Section 5. Treasurer

The Treasurer shall provide financial reports of the Institute to the advisory committee.

ARTICLE V – MEETINGS AND VOTING

Section 1. Regular Meetings:

The Advisory Committee shall meet at least quarterly, or more often as needed, at a time and place determined by the Chair.

Section 2. Special Meetings:

Special meetings may be called by the Chair or upon request of a majority of Advisory Committee members.

Section 3. Quorum and Voting:

A quorum shall consist of two-thirds (2/3) of Advisory Committee members, excluding the Executive Director. Actions are decided by a simple majority of those present, unless otherwise specified.

Section 4. Voting by Electronic Methods:

Actions taken by electronic ballot of the members of the Advisory Committee, in which at least a simple majority of such Advisory Committee members, in writing, indicate themselves in agreement, shall constitute a valid action of the Advisory Committee if reported at the next regular meeting of the Advisory Committee.

Section 5. Absence

Any Advisor who shall have been absent from two (2) consecutive conference calls and/or regular meetings of the Advisory Committee during a single administrative year shall become subject to a Committee review of the circumstances surrounding the absences. The Committee shall consider each absence as a separate circumstance and may expressly waive such absence as “excused” by affirmative vote of a majority of its members, or the Committee may take action up to, and including, removal of the Committee member from office according to these bylaws.

ARTICLE VI – VACANCIES AND REMOVAL

Section 1. Vacancies:

Vacancies in any elected office may be filled for the balance of that remaining term by the Advisory Committee Chair.

Section 2. Removal:

At its discretion, by a two-thirds (2/3) vote of all of its members, the Advisory Committee may remove any committee member.

ARTICLE VII – COMPENSATION AND REIMBURSEMENT

Advisors shall not receive any stated salaries for their services as Advisors, but nothing herein contained shall preclude any Advisor from serving the Institute in a capacity other than that of an Advisor and receiving compensation therefore, as determined by the Advisors, for services rendered in that other capacity, nor shall it preclude reimbursement for approved expenses.

ARTICLE VIII – USE OF FUNDS

Section 1. Use of Funds:

Institute funds shall be used exclusively to accomplish the objectives and purposes specified in these Bylaws and no part of said funds shall inure, or be distributed, to the Advisors of the Institute, except as reasonable compensation for services rendered or reimbursement for approved expenses. No funds shall automatically pass between the Institute, the Association, or the Foundation; any transfer of funds or resources between entities must be authorized by the governing bodies of each entity, documented in accordance with best practices for nonprofit independence and integrity.

Section 2. Dissolution:

On dissolution of the Institute, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Advisory Committee.

ARTICLE IX – FISCAL MATTERS

Section 1. Fiscal Year:

The fiscal year shall be from July 1 to June 30.

Section 2. Financial Oversight:

The Advisory Committee shall ensure sound financial practices, review and approve budgets upon request. Should any joint initiatives be undertaken with the Association or Foundation, fiscal responsibility and oversight shall be detailed by written agreement, maintaining clear records for each entity.

Section 3. No Private Inurement:

No part of the income or assets of the Institute shall benefit any individual except as reasonable compensation for services rendered.

ARTICLE X – CONFLICT OF INTEREST

Section 1. Purpose:

The purpose of the conflict of interest policy is to protect the Institute’s interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Advisory Committee member, officer, or key staff member.

Section 2. Disclosure and Procedure:

Any potential conflict of interest must be disclosed to the Advisory Committee. The interested individual shall not participate in the discussion or vote on the matter. The remaining disinterested members shall decide if a conflict exists and the appropriate course of action.

Section 3. Annual Affirmation:

All Committee members and key staff shall annually sign a statement affirming that they have read, understand, and agree to comply with this policy.

Section 4. Cross-Entity Conflicts:

If an individual holds leadership or staff roles across two or more entities (Institute, Association, Foundation), conflicts of interest must be swiftly disclosed to all relevant governing bodies. Such individuals shall recuse themselves from deliberations or decisions where there is a real or perceived conflict of interest between the entities.

ARTICLE XI– RELATIONSHIPS AND COLLABORATION AMONG THE INSTITUTE, ASSOCIATION FOR DENTAL SAFETY, AND FOUNDATION

Section 1. Organizational Independence:

The Institute is a separate, independent legal entity from both the Association and the Foundation. Each entity maintains its own governing body, finances, and operational procedures. The Institute may designate liaisons to participate in joint meetings or committees when relevant topics require cross-entity perspectives. Such representation does not grant voting rights outside the entity to which the individuals was elected or appointed.

Section 2. Collaboration and Communication:

The Institute, Association, and Foundation recognize the benefits of strategic partnership and operational coordination to advance dental safety, education, and scientific endeavors. Joint initiatives,

information-sharing, and collaborative projects may occur by mutual agreement through formal memoranda of understanding or similar written instruments.

Section 3. Resource Sharing:

Any sharing of resources (funds, personnel, intellectual property, or facilities) among the entities must be governed by written agreements, comply with all applicable nonprofit regulations, and respect each entity's autonomy and fiduciary duties.

Section 4. Dispute Resolution:

In the event of disagreement or overlap in mission or operations, leadership of the Institute, Association, and Foundation will promptly confer to clarify roles and responsibilities and, where necessary, seek resolution guided by each organization's governing documents and applicable laws.

ARTICLE XII – CORPORATE FUNDING

The Institute may accept any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Institute. All donations, bequests and income to and of the Institute shall at all times and forever be and remain appropriated, secured, made use of and expended in the support and for the benefit of the objects of the Institute as outlined in the Articles of Incorporation. In the event of dissolution of the Institute, the assets of the Institute, after payment of expenses and debts, shall be distributed in accordance with the Articles of Incorporation.

ARTICLE XIII – INDEMNIFICATION

Section 1. Indemnification:

To the fullest extent permitted by law, the Institute shall indemnify any Advisory Committee member, officer, or employee who is or was involved in any legal proceeding by reason of their service to the Institute, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, provided that such person acted in good faith and in a manner reasonably believed to be in the best interests of the Institute.

Section 2. Insurance:

The Institute will purchase and maintain insurance to cover indemnification of advisory committee members and employees.

ARTICLE XIV – AMENDMENTS

These bylaws may be amended by a two-thirds (2/3) majority vote of the Advisory Committee at a meeting where notice of the proposed amendment(s) is given at least thirty (30) days prior.

Signed: *Michelle Lee*

Date: March 2, 2026

Print Name: Michelle Lee

Title: Executive Director