



BYLAWS

Baby-Friendly Initiative Ontario (BFION)

Approved: April 26, 2024

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ARTICLE 1: PREAMBLE	
1.1	The name of the Corporation is Baby-Friendly Initiative Ontario (2012). Formerly the corporation was named Ontario Breastfeeding Committee (2000 - 2012).
1.1.2	The Breastfeeding Committee for Canada Board of Directors has the power to approve provincial and territorial BFI coalitions/committees to act as the Baby-Friendly Initiative implementation authority for that province or territory (BCC Bylaws, 2020, Article 7.1.2c). This privilege was granted to BFION in July 2002
1.2	<p>The Bylaws</p> <p>The following articles set forth the Bylaws of Baby-Friendly Initiative Ontario (BFION)</p>
ARTICLE 2: INTERPRETATION AND DEFINITIONS	
2.1	Interpretation
2.2	<p>Definitions</p> <p>In these By-laws, the following words have these meanings:</p>
2.2.1	“Act” means the <i>Canada Not-for-profit Act</i> S.C. 2009, c.23 including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time
2.2.2	“Annual General Meeting” means the Annual General Meeting described in Article 6.1
2.2.3	“BCC” means the Breastfeeding Committee for Canada
2.2.4	“BFI” means the Baby-Friendly Initiative as prescribed by the BCC
2.2.5	“BFION” means Baby-Friendly Initiative Ontario
2.2.6	“By-laws” means the By-laws BFION as amended
2.2.7	“Chairs” means the Co-Chairs of the Executive of BFION
2.2.8	“Executive” means any person who has been duly elected or appointed to the Executive of BFION
2.2.9	“Executive Meeting” means a meeting of the executive
2.2.10	“General Meeting” means the Annual General Meeting (AGM) and a Special General Membership Meeting
2.2.11	“Member” means all individuals who are covered by a current paid individual or group membership
2.2.12	“Membership Meeting” means a meeting open to all members of BFION, including the AGM and Special Meetings
2.2.13	“Register of Members” means the register maintained by the Membership Coordinator containing names of the Members of BFION
2.2.14	“Special Meeting” means a meeting of BFION members as described in Article 6.3
2.2.15	<p>“Special Resolution” means:</p> <ol style="list-style-type: none"> a. A resolution passed at a General Meeting of the membership of BFION. There must be thirty (30) days' notice for this meeting. The notice must state the proposed resolution. There must be approval by a vote of 75% of the Voting Members who are present in person or by teleconference or other electronic means;

2.2.16	<p>b. A resolution proposed and passed as a Special Resolution at a General Meeting with less than thirty (30) days' notice. All the Voting Members eligible to attend and vote at the General Meeting must agree: or</p> <p>c. A resolution agreed to in writing by the majority of the Executive Committee</p> <p>"The Code" means the WHO/UNICEF International Code of Marketing of Breastmilk Substitutes, adopted by the World Health Assembly in 1981, and all subsequent relevant resolutions of the World Health Assembly</p>
2.3	<p>Further Interpretation The following rules of interpretation must be applied in interpreting these By-laws:</p>
2.3.1	Words importing the singular number include the plural, and vice-versa;
2.3.2	Words importing a gender include all genders;
2.3.3	The headings herein are given for convenience only, and must not affect the interpretation of these By-laws;
2.3.4	These By-laws must be interpreted broadly and generously.
ARTICLE 3: OBJECTS OF BFION	
3.1	The objects of BFION are:
3.1.1	As the Provincial Authority for the BFI, oversee and facilitate the implementation of the BFI in Ontario;
3.1.2	To provide a forum for addressing breastfeeding and BFI issues in Ontario;
3.1.3	Maintain ongoing communications with the BCC, Ontario government and organizations to protect, promote and support breastfeeding;
3.1.4	Provide ongoing expert advice and recommendations on breastfeeding and BFI research, policy and program development, and direction to the Ontario government and organizations;
3.1.5	Develop partnerships and collaborative strategies to protect, promote and support breastfeeding in Ontario.
ARTICLE 4: REGISTERED OFFICE	
4.1	Until changed in accordance with section 20 of the Act, the Registered Office is where the Treasurer resides.
ARTICLE 5: CONDITIONS OF MEMBERSHIP	
5.1	Membership in BFION is limited to anyone interested in voluntarily furthering the objects of BFION regardless of race, nationality, colour, creed, gender, sexual orientation, political affiliation, or marital status and who is in no way associated with a company whose products fall within the scope of The Code, upon payment, if applicable, of the annual membership dues established for the subsequent year by the Executive.
5.2	<p>Membership Withdrawal Any Member may withdraw from the corporation by delivering to the Co-Chairs of BFION a written resignation or by not renewing membership fees.</p>

5.3	<p>Membership Removal for Members A Member of BFION may be removed by BFION if a member's actions are found to be not in accordance with the aims of the BCC or BFION as stated in the objects in Article 3. A Member may be required to resign by vote of three/fourths of the members at an Annual General Meeting or Special Meeting provided that any such Member will be granted an opportunity to be heard by the membership at an Annual General Meeting or Special Meeting.</p>
5.4	<p>Membership Fees The Executive decides annual membership fees for Members.</p>
5.5	<p>BFION Executive Members Term of Office Terms of office for each executive position are outlined in Article 7.1.4.2</p>
ARTICLE 6: MEETINGS	
6.1	<p>Annual General Meetings</p>
6.1.1	<p>Notice and Quorum</p> <ol style="list-style-type: none"> a. The AGM may be held in person (face-to-face) at any location in Ontario or by teleconference or other electronic means. b. The Executive sets the time, day, and place of the meeting. c. The AGM must be held by June 30 of each calendar year. d. Thirty (30) days prior written notice will be given to each Member of any Annual or Special Meeting of Members. This notice states the place, day and time of the Annual or Special Meeting, and any business requiring a Special Resolution. Notice of special business must contain enough information to enable all the Members to make a reasoned decision. e. Notice of the time and place of a meeting of Members shall be given to each Member by the following means: <ul style="list-style-type: none"> • by mail, courier or personal delivery to each Member, 30 days before the day on which the meeting is to be held; • or by telephonic, electronic or other communication facility to each Member, 30 days before the day on which the meeting is to be held. f. A quorum at any AGM (unless a greater number of Members are required to be present by the Act) shall be at least 10 members in addition to the attending Executive. g. All members in good standing have the right to attend the AGM of BFION.
6.1.2	<p>Agenda The Annual General Meeting deals with the following matters:</p> <ol style="list-style-type: none"> a. adopting the agenda b. adopting the minutes of the last Annual General Meeting c. considering the Annual Reports d. reviewing the financial statements setting out the BFION income, disbursements, assets and liabilities and the accounting report e. appointing the auditor f. electing the Executive g. considering matters specified in the meeting notice

	<p>h. members may consider and add agenda items by notifying the Secretary in writing seven (7) days before the meeting.</p>
6.1.3	Voting
6.1.3.1	When a decision is not reached by consensus, one (1) vote is allotted to each of the Members.
6.1.3.2	A show of hands decides every vote at face-to-face meetings. A ballot is used if at least three (3) Members request it. When meetings are held by teleconference or other electronic means, the Co-Chairs shall request Members to verbally indicate their assent, dissent or abstention. Election of an Executive member may be completed by secret ballot regardless of face-to-face or electronic meeting.
6.1.3.3	Unless otherwise required by the Act or the articles of the Corporation, questions arising at any Membership Meeting shall be decided by a consensus of the Members present at the meeting. A consensus will be considered to have been reached when no Member objects to the question on the floor before the meeting. Should the Co-Chairs of the meeting determine, after a reasonable effort to achieve consensus has been made, that a consensus will not be reached regarding a particular question, then the Co-Chairs shall refer the question to be decided by a majority vote of the Members. In that event, each Member is authorized to exercise one vote.
6.1.3.4	The Co-Chairs do not have a second or casting vote in the case of a tie vote. If there is a tie vote, the motion is tabled.
	The Co-Chairs declare a resolution carried or lost.
6.1.3.5	<p>Failure to Give Notice of Meeting</p> <p>Action taken at a Membership Meeting may not be invalid due to:</p> <ol style="list-style-type: none"> Accidental omission to give notice to any Member; Any Member not receiving any notice; or Any error in the notice that does not affect the meaning.
6.1.3.6	<p>Written Resolution of All the Members</p> <p>Written, telephonic or electronically communicated resolutions of all the Members in lieu of attending meetings are not acceptable.</p>
6.1.3.7	<p>Meetings by Electronic Means: the Members of the Corporation may meet by various electronic means that permit each Member to communicate adequately, provided that:</p> <ol style="list-style-type: none"> The same rules apply in terms of establishing quorum and recording votes as other meetings; Each Member has equal access to the specific means of communication to be used; Each Member has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.
6.2	Membership Meetings
6.2.1	There will be a minimum of four (4) Membership Meetings per year.

6.2.2	<p>Notice of the time and place of the Membership Meetings shall be given to each Member by the following means:</p> <ul style="list-style-type: none"> • by mail, courier or personal delivery to each Member, 30 days before the day on which the meeting is to be held; • or by telephonic, electronic or other communication facility to each Member, 30 days before the day on which the meeting is to be held.
6.2.3	<p>A quorum at any Membership Meeting (unless a greater number of Members are required to be present by the Act) shall be at least 8 members in addition to the attending Executive.</p>
6.2.4	<p>All members in good standing have the right to attend the Membership Meetings of BFION.</p>
6.2.5	<p>The minutes of each Membership Meeting are sent to the Communication Coordinator for distribution to the membership and also housed in the Members Only section of the BFION website.</p>
6.3	<p>Special Meetings of BFION</p>
6.3.1	<p>Calling of Special Meeting</p>
6.3.1	<p>A Special Meeting may be called at any time by the Executive:</p> <ol style="list-style-type: none"> a. By a resolution of the Executive to that effect; or b. On the written request of at least 20% of the members of the Executive. The request must state the reason for the Special Meeting and the motion(s) intended to be submitted at this Special Meeting; or c. On the written request of at least 35% of the Members. The request must state the reason for the Special Meeting and the motion(s) intended to be submitted at this Special Meeting.
6.3.2	<p>Notice</p> <ol style="list-style-type: none"> a. A notice is sent to each Member at least thirty (30) days before the Special Meeting. Voting Members may waive notice of a Special Meeting. b. The notice states the place or means of electronic communication, date, time and purpose of the Special Meeting. c. Notice of any meeting where special business will be transacted will contain sufficient information to permit the member to form a reasoned judgment on the decision to be taken.
6.3.3	<p>Agenda for Special Meeting</p> <p>Only the matter(s) set out in the notice for the Special Meeting are considered at the Special Meeting. The Special Meeting must permit all Members participating in the meeting to communicate adequately with each other. Each Member consents in advance to method of communication and has equal access.</p>
6.3.4	<p>Procedure at the Special Meeting</p> <p>Any Special Meeting has the same method of voting and the same quorum requirements as a General Meeting. Each Member consents in advance to method of communication and has equal access, for example, meetings by teleconference and other electronic means. Mailed ballots are not acceptable for this situation.</p>

6.3.5	<p>Telephone Participation: The Members of the Corporation may meet by teleconference or electronic means.</p>
6.3.6	<p>Meetings by Other Electronic Means: The Members of the Corporation may meet by other electronic means that permit each Member to communicate adequately with each other, provided that:</p> <ol style="list-style-type: none"> a. The Members of the Corporations have passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with the procedures for establishing quorum, and recording votes; b. Each Member has equal access to the specific means of communication to be used; c. Each Member has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.
ARTICLE 7: GOVERNANCE OF BFION	
7.1	<p>The Executive</p>
7.1.1	<p>Governance and Management of BFION The Executive governs and manages the affairs of BFION under the direction of the BCC.</p>
7.1.2	<p>Powers and Duties of the Executive</p> <ol style="list-style-type: none"> a. promoting the objects of the BCC and BFION <ul style="list-style-type: none"> • create and implement a strategic plan • foster ongoing communication and partnerships with provincial government representatives • foster and support partnerships with healthcare providers, organizations, consumers, and interest groups in Ontario • organize the AGM in the spring of each year b. promoting membership in BFION c. acting as the BFI Implementation authority for Ontario under the direction of the BCC d. approving an annual budget for BFION e. paying all expenses for operating and managing BFION f. investing any monies g. financing the operations of BFION and raising monies h. making policies for managing and operating BFION i. maintaining all accounts and financial records of BFION j. appointing legal counsel as necessary k. making policies, rules and regulations for operating BFION and using its facilities and assets. l. selling, disposing of or mortgaging any or all of the property of BFION
7.1.3	<p>Composition of the Executive The Executive consists of 10 -15 BFION members including:</p> <ol style="list-style-type: none"> a. Two Co-chairs b. Chair elect c. Past chair d. Communication coordinator

	<ul style="list-style-type: none"> e. Membership coordinator f. Political advocacy coordinator g. Social media coordinator h. Website administrator i. Treasurer j. Breastfeeding Committee for Canada (BCC) Appointed Positions <ul style="list-style-type: none"> • BFI Ontario Assessment Coordinator
7.1.3.1	The Executive members are elected at the AGM from the BFION members with the exception of the BCC appointed position (BFI Ontario Assessment Coordinator).
7.1.3.2	The terms of office are staggered to ensure continuity.
7.1.3.3	The Chair Elect will move into the Co-chair position as the Co-chair term ends and that person becomes Past Chair. The Past Chair's term of office lasts for a period of one (1) year.
7.1.4	Election of the Executive
7.1.4.1	All BFION members are eligible for election to the Executive. A member of the Executive must be over eighteen years of age.
7.1.4.2	At the AGM BFION members elect one or more members of the Executive, each serving a term that ends at the close of the second AGM following the AGM at which the Executive member was elected. Terms of office are staggered to ensure a phased transition of executive members.
7.1.4.3	BFION members may re-elect a member of the Executive for a maximum of 3 consecutive 2-year terms. If no member steps up to fill an Executive position, the residing member may continue to fill that role.
7.1.4.4	BFION will operate under the business year January 1 to December 31. The fiscal year end will be April 30 of each year.
7.1.5	Resignation, Illness, Death or Removal of a Member of the Executive
7.1.5.1	A member of the Executive may resign from office by giving a thirty (30) day notice in writing. The resignation takes effect either at the end of the thirty (30) day notice or on the date the Executive accepts the resignation.
7.1.5.2	Members may remove any member of the Executive before the end of their term. There must be a majority vote of 75% at a Special General Meeting called for this purpose. Mailed ballots are not acceptable for this situation.
7.1.5.3	If a member of the Executive dies or becomes ill or incapacitated before the end of their term, the Co-Chair, or if necessary, the Co-Chairs and/or Executive, may remove them or provide a leave of absence for a reasonable amount of time.
7.1.5.4	If there is a vacancy on the Executive, the remaining Executive members may appoint a Member in good standing to fill that vacancy for the remainder of the term.

7.1.5.5	<p>If a member of the Executive becomes an employee of the corporation, then she ceases to be a member of the Executive and does not have a vote at any of the meetings of the BFION.</p>
	<p>Meetings of the Executive</p>
7.1.6	<p>There will be a minimum of four (4) Executive meetings per year. The Co-Chairs call the meetings. The Co-Chairs may also call a meeting if 20% of the Executive make a request in writing (including e-mail) and state the business for the meeting.</p>
7.1.6.1	<p></p>
7.1.6.2	<p>Meeting Method: The Executive of the Corporation usually meet on a virtual platform but may meet by teleconference or other electronic means.</p>
7.1.6.3	<p>Meetings by Other Electronic Means: The Executive of the Corporation may meet by other electronic means that permit each member of the Executive to communicate adequately, provided that:</p> <ol style="list-style-type: none"> a. The usual procedures for establishing quorum and recording votes apply; b. Each member of the Executive has equal access to the specific means of communication to be used; c. Each member of the Executive has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.
7.1.6.4	<p>A five (5) day notice for Executive Meetings is e-mailed to each member of the Executive indicating time and place. Documentation and background materials will be made available in advance of the meeting. There is no obligation for notice of Executive meetings to be given to Members not on the Executive of BFION.</p>
7.1.6.5	<p>An Executive meeting will be held only if at least 50% of the members of the Executive are present. A majority of the Executive present at any Executive meeting is a quorum. Mail/proxy ballot cannot replace a member of the Executive for quorum purposes.</p>
7.1.6.6	<p>Each member of the Executive has one (1) vote.</p> <ol style="list-style-type: none"> a. Proxy votes are acceptable b. At in-person (i.e. face-to-face) meetings, a show of hands decides every vote c. At in-person meetings only, a ballot is used if at least two (2) members of the Executive present at the meeting request it d. When meetings are held by teleconference or other electronic means, the Co-Chair shall request members of the Executive to verbally indicate their assent, dissent or abstention e. A majority of the votes of the members of the Executive present decides each issue and resolution.
7.1.6.7	<p>The Co-Chairs do not have a second or casting vote in the case of a tie vote. A tie vote means the motion is tabled.</p>
7.1.6.8	<p>Executive Meetings are not open to Members of BFION. Employees of the Corporation (should they exist) may attend Executive Meetings by invitation of the Co-Chairs. A majority of members of the Executive present may ask any other attendees to leave.</p>

7.1.6.9	Irregularities or errors done in good faith do not invalidate acts done by the Executive.
7.1.6.10	A member of the Executive may waive formal notice of a meeting.
7.1.6.11	An alternate for a member of the Executive is not acceptable.
7.1.6.12	Written resolutions of all members of the Executive in lieu of meetings are not acceptable.
7.1.6.13	<p>Each member of the Executive and any employee (should they exist):</p> <ol style="list-style-type: none"> a. Acknowledges that during their term, they will have access to confidential information. Each member of the Executive agrees that they will not disclose such confidential information except to the proper conduct of BFION business. b. Makes a prior disclosure of any real, perceived, or potential conflict of interest. Any individual holding an elected, appointed, or contracted position with BFION, having a conflict of interest regarding a matter which comes under discussion, shall recuse themselves from any discussion and voting on the matter in question. Any recusal will be recorded in the minutes of the meeting. c. Who has undertaken or is about to undertake any liability on behalf of BFION shall, from time to time and at all times, be indemnified and saved harmless out of the funds of BFION from and against: <ul style="list-style-type: none"> • All costs, charges and expenses which such Executive member or other person sustains or incurs in or about any action, suit, or proceedings which is brought, commenced or persecuted against them, in or about the execution of the duties of their office or in respect of any such liability. • All other costs, charges and expenses which they sustain or incur in or about or in relation to the affair thereof, except such costs, charges or expenses as are occasioned by their own willful neglect or default.
7.1.7	<p>Remuneration</p> <p>Members of the Executive cannot accept any remuneration for work done on behalf of BFION in their capacity as an Executive Member. Breastfeeding Committee for Canada (BCC) membership fees for the two current Co-chairs and BFI Assessment Coordinator of BFION will be paid by BFION.</p>
7.2	<p>Duties of the Executive Members</p>
7.2.1	<p>Co-Chairs of BFION will share the following duties as experience and opportunity determine:</p> <ol style="list-style-type: none"> a. Support the function of BFION; b. Convene and preside over executive and BFIO general meetings, teleconferences etc.; c. Develop the agenda for meetings, and coordinate with other executive members to develop the Annual Report;

	<ul style="list-style-type: none"> d. Support and mentor the Chair-elect; e. Act as primary media liaison; f. Represent BFION and participate on the Provincial/Territorial BFI Implementation Committee of the Breastfeeding Committee for Canada; g. Liaise with other provincial groups such as OPHA, RAO, and government representatives; h. Collaborate with BFION's Assessment Coordinator to announce newly designated facilities, and arrange for executive representation at celebrations as possible; i. Receive nominations for elected positions and execute voting as needed; and j. Review the general membership meeting minutes and send to the Communication Coordinator for distribution to the membership.
7.2.2	<p>Chair-Elect</p> <ul style="list-style-type: none"> a. Receive orientation and support to assume the duties of the Co-Chair role; and b. In the absence of the chair(s), performs duties of chair(s) as delegated and requested by BFION executive.
7.2.3	<p>Past Chair(s)</p> <ul style="list-style-type: none"> a. In the absence of the chair(s) and chair(s)-elect, will perform such duties as negotiated with the BFION Executive.
7.2.4	<p>Communication Coordinator</p> <ul style="list-style-type: none"> a. Records and distributes the minutes of the executive; b. Records and distributes minutes of the BFION membership meetings; c. Facilitates communication between the Executive and the Members.
7.2.5	<p>Membership Coordinator</p> <ul style="list-style-type: none"> a. Maintains membership register including website access; b. Ensures Members remain in good standing; c. Communicates with Members as required; d. Monitors and responds to the membership@bfiontario.ca address.
7.2.6	<p>Political Advocacy Coordinator</p> <ul style="list-style-type: none"> a. Acts as a liaison for advocacy opportunities; b. Prepares advocacy documents in collaboration with executive members; c. Maintains records of advocacy efforts on the BFI Ontario website; and d. Shares advocacy letters and activities with the Communication and Social Media Coordinators so activities can be shared with the membership.
7.2.7	<p>Social Media Coordinator</p> <ul style="list-style-type: none"> a. Develops and implements a social media strategy; and b. Monitors the comments and private messages that come in through the BFION social media platforms, and responds as appropriate.
7.2.8	<p>Treasurer</p> <ul style="list-style-type: none"> a. Keeps accurate records of all transactions; b. Manages the PayPal account; c. Prepares an annual financial report; d. Prepares an annual financial statement for tax purposes;

	<ul style="list-style-type: none"> e. Prepares a list of executive members and submits with financial report to Canadian Revenue Agency; f. Manages a bank account that requires two signatures by two designated executive members; g. Arranges for the annual audit; h. Manages the budget; i. Arranges for the support of an accountant annually and when needed, as per approval by the Executive
7.2.9	<p>Website Administrator</p> <ul style="list-style-type: none"> a. Updates the website as needed; b. Liaises with the web host as needed; c. Monitors and manages the info@bfiontario.ca address.
7.2.10	<p>Breastfeeding Committee for Canada (BCC) Appointed Positions</p> <p>BFI Ontario Assessment Coordinator</p> <ul style="list-style-type: none"> a. The BFION Assessment Coordinator is a certified BCC BFI Assessor and a member of the BCC BFI Assessment Committee. They are determined in collaboration with the BCC BFI Assessment Committee lead contact for Ontario; b. Acts as first contact for facilities entering the BFI process, and will arrange for Certificates of Intent and Participation as appropriate; c. Arranges mentoring of facilities for the implementation of BFI (including email communication, virtual meetings, teleconferences and capacity building visits); d. Builds assessment teams in conjunction with the BCC; e. Maintains the provincial data base of assessors and assessor candidates; f. Maintains the provincial data base of facilities engaged in the BFI process; g. Communicates with facilities regarding self-monitoring and interim reports, work plans, and issues related to all phases of the BFI journey; h. Communicates with government representatives as needed regarding the assessment process and implementation of BFI; i. Represents BFION on the Provincial/Territorial BFI Implementation Committee of the BCC; j. Acts as the provincial link to the BCC's BFI Assessment Committee; k. Facilitates the release of information from newly designated organizations to the Co-Chairs to coordinate acknowledgement of their BFI success; and l. Monitors and manages the bfiontario.ca address.
7.3	<p>Committees/Work groups</p>
7.3.1	<p>Establishing Committees/Work Groups The Executive may approve Committees or Workgroups to advise the Executive.</p>
7.3.2 7.3.2.1	<p>General Procedures for Committees/Workgroups An Executive Member Chairs or Co-Chairs each Committee/Workgroup created by the Executive.</p>

7.3.2.2	<p>a. Members of Committees/Workgroups must be Members of BFION or approved by the Executive;</p> <p>b. Committee/Workgroup members will give notice of resignation to the Chair of the Committee/Workgroup at any time.</p> <p>Each Committee/Workgroup adheres to the following terms:</p> <p>a. Meetings require five (5) days' notice, if possible. A meeting notice is e-mailed to each member of the Committee/Workgroup. The notice states the date, place, time and method of the meeting;</p> <p>b. Committee/Workgroup members may waive the notice;</p> <p>c. A majority of the Committee/Workgroup members present at a meeting is a quorum;</p> <p>d. Each member of the Committee/Workgroup has one (1) vote at the meeting;</p> <p>e. Committees will:</p> <ul style="list-style-type: none"> • have Terms of Reference; • record minutes for each meeting; • distribute minutes to the Committee members and to the Executive; • provide reports at each Executive meeting; • dissolve by resolution of the Executive when the Committee's mandate has been filled or when the need for the Committee ceases to exist. <p>f. Workgroups will:</p> <ul style="list-style-type: none"> • provide progress reports to the Executive until the Workgroups disbands; • dissolve by resolution of the Executive when the Workgroup's mandate has been filled or when the need for the Workgroup ceases to exist. <p>g. Committee/Workgroup members cannot accept any remuneration for work done on behalf of the BFION in their capacity as Committee/Workgroup members.</p>
7.3.2.3	<p>The Executive determines Committees. The Chair(s) of the Committees are selected by the Committee and are approved by the Executive;</p> <p>All Committees' Terms of Reference are defined in writing and Membership is reviewed annually.</p>
7.3.3	<p>Nomination Process and Voting</p> <p>Requests for nominations are sent to BFION membership. The nomination form is accessible on the BFIO website and communication regarding up-coming vacancies will be sent out to the membership at least one month prior to the AGM. Nominees must be members of BFION for their names to stand.</p>
7.3.3.1	<p>The Executive will:</p> <p>a. determine the closing date for nominations;</p> <p>b. request a letter of interest and biographical information (education and attributes/experience to fulfill the duties of the position) from each nominee;</p> <p>c. forward nominee responses, who meet the nominee criteria, to the Executive;</p>

7.3.3.2	<ul style="list-style-type: none"> d. direct the Co-Chairs of BFION to inform the nominees meeting criteria that their biographical information will be shared with the BFION membership prior to the AGM e. send profiles of the candidates meeting the criteria, without bias, to the voting members one week prior to the AGM. <p>Voting</p> <ul style="list-style-type: none"> a. When the AGM opens Members will receive a link in which to cast their vote using a secure online voting platform; b. The Co-Chairs or designated Executive member(s) will receive the tally of the votes; c. The new Executive will be announced and appointed during the AGM.
ARTICLE 8: FINANCE AND OTHER MANAGEMENT MATTERS	
8.1	<p>Finance and Auditing</p> <p>8.1.1 The fiscal year of the BFION ends on April 30 of each year.</p> <p>8.1.2 There must be an accounting report of the books, accounts and records of BFION at least once per year</p> <p>8.1.3 The accountant may not be an Executive member or employee of BFION.</p> <p>8.1.4 The accountant is appointed at the Annual General Meeting and is then responsible for the accounting report for the following Annual General Meeting.</p> <p>8.2 Banking Arrangements of BFION</p> <p>8.2.1 At least two designated members of the Executive will sign all cheques drawn on BFION accounts. Cheques drawn on bank accounts holding money in trust by an institution for BFION will be approved by two designated members of the Executive.</p> <p>8.2.2 Electronic transfers and PayPal transactions involving BFION accounts will be overseen by the BFION treasurer.</p> <p>8.2.3 All contracts, documents or instruments of a business nature that are in writing and requiring the signature of the corporation will be signed by a member of the Executive or someone authorized to do so by resolution of the Executive. Contracts, documents or any instruments in writing so signed will be binding upon BFION without any further authorization or formality.</p> <p>8.3 Books and Records</p> <p>8.3.1 The Executive ensures that all necessary books and records of the corporation required by the by-laws of the corporation or by any applicable statute or law are regularly and properly kept.</p>
ARTICLE 9: AMENDMENT OF BY-LAWS	
9.1	<p>These By-laws may be cancelled, altered or added to by a Special Resolution at any General Meeting of BFION. See Article 2.2.10.</p> <p>9.2 The thirty (30) days' notice of the General Meeting of BFION must include details of the proposed resolution to change the By-laws.</p>

9.3	The amended By-laws take effect after approval of the Special Resolution at the Annual General Meeting of BFION.
ARTICLE 10: DISTRIBUTING ASSETS AND DISSOLVING BFION	
10.1	BFION does not pay any dividends or distribute its property among its Members.
10.2	In the event of dissolution or winding-up of BFION all of its remaining assets after payment of its liabilities shall be distributed to one or more organizations in Ontario or Canada carrying on similar activities.
10.3	In the event of dissolution or winding-up of the BCC, BFION will continue to operate.