

Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

(00) OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

► (Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold items**. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document) Climate Communications and Law		2 c/o Name (if applicable) c/o Richard Wiles
3 Mailing address (Number and street) (see instructions) 22 Clarke Place	Room/Suite	4 Employer Identification Number (EIN) 82-1659823
City or town, state or country, and ZIP + 4 Frederick, MD 21701		5 Month the annual accounting period ends (01 - 12) 12
6 Primary contact (officer, director, trustee, or authorized representative) a Name: Richard Wiles, President and Secretary		b Phone: 609-751-1215 c Fax: (optional)
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9a Organization's website: Please see attached.		
b Organization's email: (optional) None.		
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		04 / 26 / 2017
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ Yes ☐ No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ Yes ☒ No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ Yes ☐ No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ Yes ☐ No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Pg. 1, Art. 4, Para. 1 ☒
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Pg. 2, Art. 7, Para. 1
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Please see attached.			

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None.			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Please see attached.			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ Yes ☐ No

- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No

- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No

- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☒ Yes ☐ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☐ Yes ☒ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☐ Yes ☒ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☐ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3a Do you or will you operate bingo or **gaming activities**? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ Yes ☐ No

- | | |
|---|--|
| <input type="checkbox"/> mail solicitations | <input type="checkbox"/> phone solicitations |
| <input checked="" type="checkbox"/> email solicitations | <input checked="" type="checkbox"/> accept donations on your website |
| <input type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ Yes ☒ No
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☒ No
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☒ No

- 5** Are you affiliated with a governmental unit? If "Yes," explain. ☐ Yes ☒ No

- 6a** Do you or will you engage in economic development? If "Yes," describe your program. ☐ Yes ☒ No

- b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

- 7a** Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ Yes ☒ No

- b** Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ Yes ☒ No

- c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

- 8** Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☒ No

- 9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☒ No

- b** Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- 10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☒ Yes ☐ No

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☐ Yes ☒ No
-
- 12a** Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ Yes ☒ No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ Yes ☒ No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ Yes ☐ No
- d** Identify each recipient organization and any relationship between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form. ☐ Yes ☐ No
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ Yes ☐ No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
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- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ Yes ☒ No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ Yes ☐ No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ Yes ☐ No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ Yes ☐ No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ Yes ☐ No

Part VIII Your Specific Activities (Continued)

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|-----------|--|---|
| 15 | Do you have a close connection with any organizations? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16 | Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide low-income housing or housing for the elderly or handicapped ? If "Yes," complete Schedule F. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From <u>4/26/17</u> To <u>12/31/17</u>	(b) From <u>1/1/18</u> To <u>12/31/18</u>	(c) From <u>1/1/19</u> To <u>12/31/19</u>	(d) From <u> </u> To <u> </u>	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	140,000	250,000	300,000		690,000
	2 Membership fees received	0	0	0		0
	3 Gross investment income	0	0	0		0
	4 Net unrelated business income	0	0	0		0
	5 Taxes levied for your benefit	0	0	0		0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0		0
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	0	0	0		0
	8 Total of lines 1 through 7	140,000	250,000	300,000		690,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	0		
	10 Total of lines 8 and 9	140,000	250,000	300,000		690,000
Expenses	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0		
	12 Unusual grants	0	0	0		
	13 Total Revenue Add lines 10 through 12	140,000	250,000	300,000		690,000
	14 Fundraising expenses	5,000	10,000	10,000		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0		
	16 Disbursements to or for the benefit of members (attach an itemized list)	0	0	0		
	17 Compensation of officers, directors, and trustees	0	0	0		
	18 Other salaries and wages	0	0	0		
	19 Interest expense	0	0	0		
	20 Occupancy (rent, utilities, etc.)	0	0	0		
	21 Depreciation and depletion	0	0	0		
	22 Professional fees	125,000	220,000	260,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	10,000	20,000	30,000		
	24 Total Expenses Add lines 14 through 23	140,000	250,000	300,000		

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**

Year End: 05/17

(Whole dollars)

Assets		
1	Cash	1 0
2	Accounts receivable, net	2 0
3	Inventories	3 0
4	Bonds and notes receivable (attach an itemized list)	4 0
5	Corporate stocks (attach an itemized list)	5 0
6	Loans receivable (attach an itemized list)	6 0
7	Other investments (attach an itemized list)	7 0
8	Depreciable and depletable assets (attach an itemized list)	8 0
9	Land	9 0
10	Other assets (attach an itemized list)	10 0
11	Total Assets (add lines 1 through 10)	11 0
Liabilities		
12	Accounts payable	12 0
13	Contributions, gifts, grants, etc. payable	13 0
14	Mortgages and notes payable (attach an itemized list)	14 0
15	Other liabilities (attach an itemized list)	15 0
16	Total Liabilities (add lines 12 through 15)	16 0
Fund Balances or Net Assets		
17	Total fund balances or net assets	17 0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. ☐ Yes ☒ No
If you are unsure, see the instructions.

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here


(Signature of Officer, Director, Trustee, or other
authorized official)

Richard Wiles
(Type or print name of signer)

President and Secretary
(Type or print title or authority of signer)

8/14/17
(Date)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form 1023 (Rev. 12-2013)

Initial File #: N00005688215

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

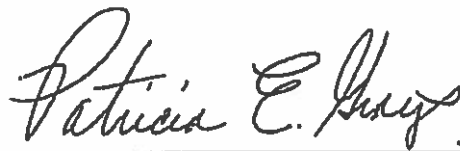
CLIMATE COMMUNICATIONS AND LAW

Effective Date: 4/26/2017

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/26/2017 2:41 PM



Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: lFnqDdBI

**ARTICLES OF INCORPORATION
OF
CLIMATE COMMUNICATIONS AND LAW**

Department of Consumer and Regulatory Affairs
Washington, D.C.

I, the undersigned natural person of the age of eighteen years or more, acting as the incorporator, adopt the following Articles of Incorporation pursuant to the District of Columbia Nonprofit Corporation Act of 2010:

- FIRST:** The name of the Corporation is Climate Communications and Law.
- SECOND:** The period of duration is perpetual.
- THIRD:** The Corporation shall have no members as defined in D.C. Code § 29-401.02 (24) but may refer to people as "members" pursuant to D.C. Code § 29-404.01, and the qualifications, rights, and privileges of such people shall be as set forth in the bylaws.
- FOURTH:** The Corporation is organized and will be operated exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, including but not limited to operating an educational, web-based news service about climate change liability and justice.
- In pursuance of its purposes the Corporation shall have the powers to do all things necessary, proper and consistent with obtaining and maintaining its tax-exempt status under section 501(c)(3). All references to sections in these Articles refer to the Internal Revenue Code of 1986 as amended or to corresponding sections of subsequent internal revenue laws.
- FIFTH:** No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the corporation. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of the corporation shall be limited to reasonable amounts.
- SIXTH:** No part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation to an extent that would disqualify it for tax exemption under section 501(c)(3), and the

DCRA Corp. Div.

APR 26 2017
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Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles or of any Bylaws adopted thereunder, the Corporation shall not take any action not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) or by any other laws then applicable to the Corporation.


SEVENTH: Upon dissolution of the Corporation, its assets shall be disposed of exclusively for one or more exempt purposes within the meaning of section 501(c)(3), or distributed to such organizations organized and operated exclusively for charitable purposes which shall, at the time, qualify as exempt organizations under section 501(c)(3), or to the Federal government or to a state or local government, for a public purpose.

EIGHTH: The Corporation may indemnify a director for liability to any person for any action taken, or any failure to take any action, as a director, except liability for:

- a) Receipt of a financial benefit to which the director is not entitled;
- b) An intentional infliction of harm;
- c) A violation of D.C. Code § 29-406.33; or
- d) An intentional violation of criminal law.

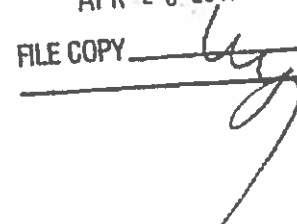
NINTH: The registered agent is Harmon, Curran, Spielberg, & Eisenberg, LLP, a commercial registered agent, and the address, including street and number, of its registered office is 1725 DeSales St. NW, Suite 500, Washington, D.C. 20036.

TENTH: The name and address, including street and number, of the incorporator is Gail Harmon, 1725 DeSales St. NW, Suite 500, Washington, D.C. 20036.


Gail Harmon

Date: 4/26/17

DCRA Corp. Div.

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BYLAWS
OF
CLIMATE COMMUNICATIONS AND LAW

As Adopted as of

MAY 16, 2017

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ARTICLE I
NAME AND PURPOSES

- Section 1.01 **Name:** The name of the organization is Climate Communications and Law.
- Section 1.02 **Purposes:** The Corporation is organized for charitable and education purposes, including but not limited to operating an educational, web-based news service about climate change liability and justice.

ARTICLE II
ELECTRONIC MAIL

- Section 2.01 **Action by Electronic Mail:** Any requirement in these Bylaws of writing or that something be in written form may be met by any form of information inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

ARTICLE III
AUTHORITY AND DUTIES OF DIRECTORS

- Section 3.01 **Authority of Directors:** The Board of Directors ("the Board") is the policy-making body of the Corporation and may exercise all the powers and authority granted to the Corporation by law. The Board shall oversee the Corporation's policies and procedures.
- Section 3.02 **Number of Directors:** The Board shall consist of no more than five (5) nor fewer than three (3) Directors. Within those limits, the number of Directors may be increased or decreased from time to time by Board resolution, and the limits may be changed by amendment to these Bylaws so long as the minimum number of Directors is never fewer than three; however, a change in the number of Directors shall not remove a Director from her position as a Director prior to the expiration of his or her term of office.
- Section 3.03 **Election and Term of Directors:** Directors, other than any initial directors named in the articles of incorporation or elected by the incorporator, shall be elected by the Board at its annual meeting for a term of three (3) years.

The Board of Directors shall be divided into three (3) classes, with the number of Directors in each class as near as possible to one third of the total number of Directors constituting the entire Board. The terms of office of the Directors in each class shall be set so that the terms of all Directors in the class shall expire in the same year and so that the terms of one class shall expire in each year.

Section 3.04 **Resignation and Removal:** Resignations are effective upon receipt by the Secretary (or receipt by the President or other officer if the Secretary is resigning) of written notification or a later date if provided in the written notification. One or more Directors may be removed, with or without cause, by such vote as would suffice for the Director's election.

Section 3.05 **Vacancies:** Vacancies existing by reason of resignation, death, incapacity, or removal before the expiration of a term may be filled by the Board. If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of the majority of the Directors remaining in office. A Director elected to fill a vacancy shall be elected for the remainder of the unexpired term of his or her predecessor and shall hold office until his or her successor is elected and qualified. A vacancy that will occur at a specific later date, by reason of resignation effective at a later date or otherwise, may be filled before the vacancy occurs but the new Director shall not take office until the vacancy occurs.

Section 3.06 **Meetings:** The Board shall hold at least two (2) regular meetings annually, one of which shall be designated as the Annual Meeting. Notice of regular meetings shall be provided at least five (5) days in advance, except that Board may set a schedule for meetings at the beginning of each one-year (or shorter) period, and notice of that schedule shall be sufficient notice of all regularly scheduled meetings for that period.

Special meetings may be called by the President or by any two (2) Directors. The notice of a special meeting must precede the meeting by at least two (2) days. Notice of any board meeting shall be communicated in person or by delivery. Notice shall be effective at the earliest of (1) when received; (2) when left at the recipient's residence or usual place of business; (3) five days after deposit in the US mail or with a commercial delivery service; (4) on the date shown on a return receipt; or (5) if sent electronically to an address provided by the Director for the purpose, when it enters the information processing system designated for receipt of electronic communications.

Each Director must attend a minimum of one (1) Board meeting per year. If a Director fails to meet this minimum, the Board shall evaluate the Director's contribution to the work of the Corporation, his or her reasons for not attending the meetings, as well as any other relevant factors, and, if it appears to be in the best interest of the Corporation, may declare the position vacant.

Section 3.07 **Waivers of Notice:** Whenever notice is required to be given to any Director under any provision of law, the Articles of Incorporation, or these Bylaws, a waiver in writing signed by the Director entitled to such notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. The waiver must specify the meeting for which notice is waived and must be filed with the minutes or the corporate records. A Director's presence at a meeting, in

person or by teleconference, waives any required notice to the Director of the meeting unless the Director, at the beginning of the meeting, or promptly upon the Director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 3.08 Quorum and Voting: Unless a greater proportion is required by law, a quorum shall consist of a majority of the total number of Board members in office. Unless otherwise stated in these Bylaws or required by law, all actions shall be by majority vote of those present at a meeting at which a quorum is present.

Section 3.09 Emergency Powers: In the event of an emergency, the board of directors may:

- a. Modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent; and
- b. Relocate the principal office, designate alternative principal offices or regional offices, or authorize the officers to do so.

An emergency exists for purposes of this section if a quorum of the directors cannot readily be assembled because of some catastrophic event.

Section 3.10 Action Without a Meeting: Any action required or permitted to be taken at a meeting of the Board or of any committee may be taken without a meeting if all of the members of the Board or committee consent in writing to the specific action and the written consents are included in the minutes or filed with the corporate records reflecting the actions taken. Action taken under this section is effective when the last Director signs (including by electronic means) the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 3.11 Participation in Meeting by Conference Telephone: Any or all members of the Board may participate in a meeting by communications technology, so long as members of the Board participating in the meeting can hear one another simultaneously, and such participation shall constitute presence in person at the meeting.

Section 3.12 Inspection: Every Director shall have the right at any reasonable time to inspect and copy all books, records, and documents of this corporation to the extent reasonably related to the performance of the director's duties as a director.

Section 3.13 Compensation of Directors: Directors shall not be compensated for serving on the Board, but the Corporation may reimburse Directors for documented reasonable expenses incurred in the performance of their duties to the Corporation. In addition, Directors who also serve as employees of the Corporation may be compensated for their service as employees.

ARTICLE IV COMMITTEES

Section 4.01 Composition: The Board may designate committees and appoint committee members. Those committees which exercise the authority of the Board ("Board committees") shall consist only of Directors and include at least two (2) individuals. The creation and appointment of Directors to Board committees shall be approved by the affirmative vote of a majority of all Directors in office when the action is taken.

Those committees ("Advisory Committees") that do not have or exercise the authority of the Board shall consist of at least two (2) individuals, who need not all be Directors.

Section 4.02 Procedures and Authority: For both types of committees, the Board may make provisions for appointment of the committee chair, establish procedures to govern committee activities, and delegate authority as may be necessary or desirable for the efficient management of the property, affairs, and/or activities of the Corporation. Notwithstanding the foregoing, the sections in Article III of these Bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board apply to committees and their members as well.

Section 4.03 Executive Committee: The Board may appoint an Executive Committee, which shall be a Board committee under Section 4.01. The Executive Committee shall have and may exercise the full authority of the Board of Directors between meetings of the Board when prompt action is necessary to avoid loss or harm to the organization and action by the full Board is impracticable, except that the Executive Committee shall not have the power to approve a dissolution or merger, or the sale of all or substantially all of the Corporation's assets; appoint or remove directors; appoint and remove members of committees; authorize distributions; amend the Articles of Incorporation or these bylaws; approve and amend the mission statement; approve the budget; or to hire and fire the Executive Director.

ARTICLE V MEMBERS

Section 5.01 Members: The Corporation shall have no Members with voting rights. However, the Corporation may from time to time designate as "members" those people who volunteer their services, participate in activities, or pay dues in an amount established by the Corporation.

ARTICLE VI AUTHORITY AND DUTIES OF OFFICERS, AGENTS, AND EMPLOYEES

Section 6.01 **Officers:** The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board may designate. An Executive Director hired by the Board pursuant to Section 6.07 shall also be an officer of the Corporation, but Section 6.02, Section 6.04, Section 6.05, and Section 6.06 of these Bylaws shall not apply to the office of Executive Director. Two (2) or more offices may be held by the same person, except the same person may not serve as both Treasurer and President.

Section 6.02 **Election of Officers; Terms of Office:** The President, the Secretary, the Treasurer, and other officers, if any are designated, shall serve terms of one (1) year, and shall be elected by the Board at its Annual Meeting in each year. The terms of office shall expire at the next succeeding Annual Meeting and until an officer's successor has been elected and qualified. The appointment of an officer does not itself create any contract right. Officers shall be eligible for reelection.

Section 6.03 **Powers and Duties of Officers:** Subject to the control of the Board of Directors, all officers shall have such authority and shall perform such duties as may be provided in these Bylaws or by resolution of the Board. An officer shall discharge his or her duties in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the officer reasonably believes to be in the best interests of the Corporation.

President: The President shall preside at all meetings of the Board of Directors, shall perform all duties customary to that office, and shall supervise and control all of the affairs of the Corporation in accordance with the policies and directives approved by the Board of Directors.

Secretary: The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and in general shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and the Secretary shall have the authority to affix the same to any instruments requiring it; and when so affixed, it may be attested to by his or her signature. The Board of Directors may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his or her signature.

Treasurer: The Treasurer shall be responsible for all funds and securities of the Corporation. He or she shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation and shall deposit or cause to be deposited all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. He or she shall at all reasonable times exhibit the books and accounts to any officer or Director of the

Corporation and shall perform or delegate and supervise the performance of all other duties incident to the office of Treasurer, subject to the supervision of the Board. The Treasurer shall, if required by the Board of Directors, give such bond or security for the faithful performance of his or her duties as the Board may require, for which the Treasurer shall be reimbursed.

Section 6.04 Resignation: Resignations are effective upon receipt by the Secretary (or receipt by the President or other officer if the Secretary is resigning) of written notification or a later date if provided in the written notification.

Section 6.05 Removal: One or more officers may be removed by the Board at a meeting called for that purpose, with or without cause.

Section 6.06 Vacancies: Vacancies existing by reason of resignation, death, incapacity or removal before the expiration of a term may be filled by the Board for the remainder of the unexpired term.

Section 6.07 Executive Director: The Board of Directors may hire an Executive Director of the Corporation. Unless a contract, these Bylaws, or a law provide otherwise, the Board may remove such Executive Director at any time with or without cause at a meeting called for that purpose. The Executive Director shall have general and active management of the programs and affairs of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. The Executive Director shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

ARTICLE VII INDEMNIFICATION

Section 7.01 Indemnification: Any person who was or is a director or officer of the Corporation or who, while a director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another entity, shall be indemnified by the Corporation against all liabilities and expenses reasonably incurred by him or her arising out of or in connection with any threatened, pending, or completed civil action, arbitration, mediation, administrative proceeding, criminal prosecution, and investigatory action pursuant to D.C. Code Title 29, Chapter 4, Subchapter VI, Part E.

Section 7.02 Contractual Rights of Other Persons: Nothing contained in this Article VII shall affect any right to indemnification to which persons other than directors and officers of the Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

Section 7.03 Insurance: The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation

against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against that liability under the provisions of this Article VII; provided, however, that the Corporation shall not have the power to purchase and maintain such insurance to indemnify any agent of the Corporation where such indemnification would be prohibited by law. The Corporation shall at all times maintain insurance coverage in form and amount sufficient to meet the triggering requirements of D.C. Code § 29-406.90, as it may be amended or revised.

ARTICLE VIII FINANCIAL ADMINISTRATION

- Section 8.01 Fiscal Year: The fiscal year of the Corporation shall be January 1 to December 31 but may be changed by resolution of the Board.
- Section 8.02 Checks, Drafts, and Contracts: The Board of Directors shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other instruments of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.
- Section 8.03 Annual Financial Statements: Complete financial statements shall be presented to and reviewed by the Board after the close of each fiscal year.

ARTICLE IX CONFLICT OF INTEREST POLICY

- Section 9.01 Purpose: The purpose of the conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable Corporations.
- Section 9.02 Policy: Anyone making decisions on behalf of the Corporation should always act based on the best interests of the organization, and no individual associated with the Corporation should use her position for personal benefit, for the benefit of friends or relatives, or to further any outside interests or personal agenda. This standard applies to all transactions and decisions, whether or not covered by the detailed policies and procedures below.
- Section 9.03 Definitions:
- (A) An interested person may be a director, officer, member of a committee or staff member of the Corporation.

(B) A potential conflict of interest exists whenever the financial interest of an interested person is opposed to that of the organization, or when such an interest or any conflicting fiduciary duty might influence the interested person's actions and judgment on behalf of the Corporation. A potential conflict also exists when there is an appearance that an interested person's actions may be influenced by a competing interest or duty.

(C) A conflict of interest exists whenever an interested person's competing interest or fiduciary duty is substantial enough that the interested person cannot reasonably be expected to exercise independent judgment and take action in the best interest of the Corporation.

Conflicts of interest most frequently arise in (but are in no way limited to) the context of:

- decisions about an interested person's compensation (as a contractor or employee);
- decisions about transactions with entities in which an interested person holds an ownership interest;
- decisions about transactions with an entity by which an interested person is employed.

Conflicts (or the appearance of conflicts) may also arise when the Corporation is contemplating a transaction with a close relative or domestic partner of an interested person, or any entity in which such a related person has an ownership interest or which employs such a person.

Conflicts of interest will generally not be considered to arise when the potential benefit to the interested person is tenuous or remote, such as an interested person with investments in a mutual fund which holds a small amount of stock in a particular company. In addition, the fact that an interested person is also a director, officer, member or volunteer of a not-for-profit organization that obtains or seeks funds from institutions or individuals from which the Corporation also obtains or seeks funds shall not by itself be deemed to be a conflict of interest if there are otherwise no indications that the interested person has a conflict of interest.

Section 9.04 Procedure: Board: Whenever a director, officer, or committee member becomes aware of a potential conflict of interest, whether financial or otherwise, s/he shall make the situation known to the board or committee (as the case might be) and provide all facts material to understanding the nature and scope of the conflict, including whether the interested person believes his or her ability to make an independent decision based solely on the best interest of the Corporation has been compromised. If the interested person involved does not make this disclosure,

another director or committee member with knowledge of the potential conflict should draw it to the body's attention.

The interested person with the potential conflict must retire from the meeting and not participate in final discussion and voting on the existence of the conflict. If a conflict is found to exist, the interested person may be invited to provide any relevant information that could be of use to the board in making its decision, but shall again retire and not participate in the final discussion and voting regarding the transaction. The board or committee's decision shall be based on consideration of whether the transaction:

- a. is in the organization's best interest and for its own benefit;
- b. is fair and reasonable to the organization; and
- c. is the most advantageous transaction or arrangement the organization can obtain with reasonable efforts under the circumstances.

Section 9.05 Annual Distribution, Acknowledgment, and Disclosure: This conflict of interest policy shall be distributed annually to all directors, officers, and members of board committees. All covered individuals shall sign an annual acknowledgment that they have received a copy of this policy, understand it, and agree to abide by its terms.

ARTICLE X COMPENSATION AND BUSINESS RELATIONSHIPS POLICY

Section 10.01 Compensation Policy: In establishing appropriate compensation levels, whether as employees or under contractual arrangements, for an individual who is a Director, officer, member of a committee with Board-delegated powers, or anyone else exercising substantial influence over the Corporation, the Board or committee shall: (i) recuse and exclude any persons who receive directly or indirectly a substantial portion of their income from the Corporation; (ii) rely on appropriate comparative data, including comparable agreements in similar organizations; compensation levels for similar positions in both exempt and taxable organizations; and regional economic data; (iii) document the bases upon which the Board (or committee) relies for its compensation determinations; and (iv) record the names of the persons who were present for discussions and votes relating to the compensation and tallies of any votes taken during consideration of the compensation.

Section 10.02 Compensation Committee: The Board, may, if it chooses, establish a compensation committee as provided in Section 4.01 to set appropriate levels of compensation. A compensation committee shall consist solely of disinterested persons with respect to the transaction in question and shall follow the above-outlined procedures.

Section 10.03 Shared Employees: For any employees shared by the Corporation and another organization, the Board may, if it chooses, adopt a policy that compensation for some or all such employees shall be at an amount set by the other organization, but only if the Board of the Corporation determines that the other organization has adopted and complies with a policy and procedures to ensure that compensation arrangements and benefits are reasonable and based on competent survey information.

Section 10.04 Periodic Reviews: To help ensure the Corporation avoids private inurement, impermissible private benefit, and excess benefit transactions, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include (i) whether compensation arrangements and benefits are reasonable and set in accordance with Section 10.01; and (ii) whether partnerships, joint ventures, and arrangements with management corporations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.

Section 10.05 Use of Outside Experts: When setting compensation pursuant to Section 10.01 or conducting the periodic reviews as provided for in Section 10.04, 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 compensation is reasonable and that periodic reviews are conducted.

ARTICLE XI RECORDS

Section 11.01 Recordkeeping: The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board meetings and all meetings of committees with Board-delegated powers that shall, at a minimum, contain (i) in general, the names of those in attendance, any resolutions passed, and the outcomes of any votes taken; (ii) with regard to potential conflicts of interest, the names of the persons who disclosed or otherwise were found to have an interest in connection with an actual or possible conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed; (iii) 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 with the proceedings. The Corporation shall maintain and keep as permanent records the following documents: minutes of all meetings of the Board; a record of all actions taken by the Directors without a meeting; a record of all actions taken by committees of the Board on behalf of the Corporation; and appropriate accounting records.

Section 11.02 Public Disclosure: The Corporation shall keep available for public inspection at its principal place of business and any branch office copies of any Form 990 (information tax return) filed within the past three years (excluding any information that identifies donors, as permitted by law to be redacted) and, after receiving IRS recognition of its 501(c)(3) status, the Form 1023 (exemption application) as filed. In addition, as required by the tax code and regulations, the Corporation shall either (i) make such materials widely available to the public, such as by posting on the Internet, or (ii) provide copies of the materials to any member of the public making a request in person during normal business hours or in writing. This public disclosure obligation shall be no broader than required by law and shall not apply, for example, if the Corporation is the target of a campaign of harassment.

ARTICLE XII

AMENDMENT OF BYLAWS

Section 12.01 Amendments: These Bylaws may be amended by a majority vote of all Directors in office when the action is taken, provided seven (7) days prior notice is given of the proposed amendment or provided all members of the Board waive such notice, or by unanimous consent in writing without a meeting pursuant to Section 3.10.

Part I, Line 7

Gail Harmon
Harmon, Curran, Spielberg & Eisenberg, LLP
1725 DeSales St. NW, Suite 500
Washington, DC 20036

Please see attached duly executed Form 2848, Power of Attorney and Declaration of Representative, for more information.

Part I, Line 8

Climate Communications and Law does not currently work with anyone other than the representative listed in Part I, Line 7 to plan and manage its activities and tax matters. In the future, however, Climate Communications and Law may retain the services of an individual or a firm to assist with basic accounting services as the organization continues to grow.

Part I, Line 9a

Climate Communications and Law does not yet have a website. Once fully operational, the organization will maintain its own webpage where its journalistic content will be published.

Part II, Line 1

Please see attached Articles of Incorporation and Certificate of Incorporation.

Part II, Line 5

Please see attached adopted Bylaws.

Part IV, Narrative

Climate change and its repercussions pose a significant, long-term risk to human and environmental systems worldwide. Emissions-producing human activity has drastically increased the planet's natural rate of warming over the past half-century, altering ocean levels, weather patterns, and other environmental phenomenon at a speed impossible to counter with current practices.

The intersection of climate change and the law has only recently been brought into public conversation as one of the crucial lenses through which climate change must be examined and combatted. Understanding environmental law, current climate change litigation, and related liability-based public policy is fundamental to sparking a wider-ranging public discussion about new strategies and breaking developments in an area of science still widely misunderstood by stakeholders, including the public.

Climate Communications and Law (“CCL,” “the Corporation”) is dedicated to educating the public on climate change and the law through a combination of research and independent, nonpartisan reporting shared via a range of free and accessible media platforms and approaches. Climate Communications and Law is not an advocacy group, nor is it a law firm; rather, it is a research-based, journalistic outlet focused on increasing the understanding of and including more people in the conversation about the role of the law in addressing climate change.

The impact of CCL’s journalism relies on media’s ability to convey objective information to as large an audience as possible. In today’s rapidly-shifting media landscape, in which technology is hugely determinative in information consumption, CCL’s success depends on media knowledge as much as it does climate science expertise. These two symbiotic pursuits—to not only produce comprehensive, comprehensible climate content but to also distribute it effectively—form the crux of CCL’s operations.

Climate Communications and Law’s main activity will be original reporting on and publication of daily news stories focused on climate liability and other related legal issues. In pursuit of wide dissemination of its content, CCL will create and launch its own website, maintain social media accounts on platforms including but not limited to Facebook and Twitter, and undertake cross-promotion efforts with other news outlets with a similar topic focus.

CCL’s website and social media accounts will be maintained by an Editor-in-Chief, and will be available to the public free of charge. The Editor-in-Chief will be an independent contractor also tasked with setting story budgets and making final edits to all published content. Reporting will be conducted by freelance journalists and stringers (temporary, location-specific reporters), also operating as independent contractors.

Simultaneously, CCL will utilize a variety of hard measurements to determine its impact and adjust its practices for optimal content reach. CCL will collect and analyze web traffic statistics and detailed site metrics that investigate the nature and affiliations of visitors. Climate Communications and Law will also monitor republication patterns to track other outlets’ usage of CCL’s pieces, focusing on citation tracking and similar indicators of content reproduction.

This information collection and analysis will allow Climate Communications and Law to adjust its website layout, social media posting patterns, article formatting, and more to ensure the highest level of accessibility for its readers and the public at large. The Editor-in-Chief’s responsibilities of overseeing CCL’s web presence and managing its content, then, will involve not only editorial decisions but technological and promotional choices as well. Though CCL’s independently-contracted journalists will have control over the content of their articles, the Editor-in-Chief will be tasked with making data-driven decisions about CCL’s operations with the aim of educating as many readers as possible about the role of the law in combatting climate change.

Ultimately, Climate Communications and Law believes an educated public is a responsible one. By providing as large an audience as possible with accessible, objective information on climate

liability and related topics, CCL hopes to give its readers the tools necessary to engage in public conversations about an issue that has long been dismissed as incomprehensible.

Part V, Lines 1a and 3a, Directors and Officers

Name	Kert Davies
Title	Director
Mailing Address	
Compensation	\$0.00
Qualifications	Mr. Davies is the Executive Director of Climate Investigations Center. He is an established and respected researcher, media spokesperson, and climate activist who has been conducting corporate accountability research and outreach campaigns for more than 20 years. His background in both climate science and media relations make him uniquely suited to serve on CCL's Board of Directors.
Duties	Members of Climate Communications and Law's Board of Directors oversee the Corporation's policies and procedures.
Hours	2 hours/month

Name	Alyssa Rochelle Johl
Title	Treasurer; Director
Mailing Address	
Compensation	\$0
Qualifications	Ms. Johl is an attorney and currently serves as Director of the Climate Rights Collective. She is a veteran international environmental and human rights campaigner. Prior to her position with the Climate Rights Collective, Ms. Johl served as a Senior Attorney with the Climate and Energy Program at the Center for International Environmental Law. Her legal career as an environmental advocate brings expertise in both climate and law to CCL's Board.
Duties	Members of Climate Communications and Law's Board of Directors oversee the Corporation's policies and procedures. As Treasurer, Ms. Johl oversees the financial condition and affairs of the organization, keeps the Board of Directors informed of the organization's finances, and in general performs all the duties customary to that office.
Hours	2 hours/month

Name	Richard Wiles
Title	President and Secretary; Director
Mailing Address	
Compensation	\$0
Qualifications	Mr. Wiles is the Director of the Climate Education and Litigation Project at the Institute for Governance and Sustainable Development. Prior to his current position, Mr. Wiles served as the Senior Vice President of Climate

	Central, and co-founded the Environmental Working Group, a recognized Section 501(c)(3) organization. As a climate advocate with ample experience in the nonprofit sector, Mr. Wiles's career has prepared him to lead CCL and oversee activities that make a tangible impact in climate science communication
Duties	Members of Climate Communications and Law's Board of Directors oversee the Corporation's policies and procedures. As President, Mr. Wiles is responsible for day-to-day operational oversight, presides at all meetings of the Board of Directors, and in general performs all duties customary to the office of President. As Secretary, Mr. Wiles is responsible for keeping accurate records of the proceedings of all meetings of the Board of Directors, and in general performs all duties customary to the office of Secretary.
Hours	2 hours/month

Part V, Lines 1c and 3a, Independent Contractors

Name	Lynn Zinser
Title	Editor-in-Chief
Mailing Address	
Compensation	\$100,000/year
Qualifications	Ms. Zinser is the former editor of Inside Climate News. Prior to that role, she worked for 11 years as an editor and web content manager at the New York Times. She has 30 years of journalistic experience, and is a graduate of Syracuse University's Newhouse School of Communications.
Duties	The Editor-in-Chief is responsible for maintaining all of Climate Communications and Law's web properties, editing and approving all material published on the site, conducting outreach efforts to other media outlets for content sharing, developing the story budget, managing a group of freelance writers, and identifying new story ideas.
Hours	40 hours/week

Part V, Line 5a

Climate Communications and Law's Conflict of Interest Policy is consistent with the sample Conflict of Interest Policy provided by the Internal Revenue Service, and is contained in the organization's Bylaws. The Bylaws were adopted by the incorporator of Climate Communications and Law, Gail Harmon, on May 16, 2017. A copy of the Bylaws is included with this application.

Part V, Lines 8a-f

Climate Communications and Law has entered into contracts with Editor-in-Chief Lynn Zinser and Director Alyssa Johl. Ms. Zinser serves as an independent contractor to the organization for day-to-day management of CCL's website, editorial oversight, and implementation of

promotional strategies to broaden the scope of CCL's content. Attorney and Board Member Alyssa Johl serves as an independent contractor to the organization for consulting services; specifically, Ms. Johl provides strategic direction and counsel on stories to be written for publication by CCL and analyzes key legal developments in climate liability law.

Ms. Zinser's compensation was based on an assessment of compensation she received in her previous role at a similar non-profit journalism outlet, as well as rates paid by other non-profit journalism organizations and the general fair market rate for such a position. Ms. Johl's compensation was determined by an assessment of competitive hourly rates for non-profit legal advice. The terms were negotiated at arm's length pursuant to Articles IX and X of CCL's adopted Bylaws, which govern conflicts of interest and compensation-setting procedures. A copy of the Bylaws is attached to this application.

Please see copies of both agreements, attached, for further details about compensation and the scope of each contractor's work.

Part VIII, Line 2a

Currently, Climate Communications and Law does not plan to attempt to influence legislation as part of its activities since it contemplates playing a non-advocacy role in the climate science community. However, CCL may choose to conduct lobbying activities in the future in support of climate transparency and related issues. If CCL's plans change to include legislative activities, the Corporation will make an election to come under the expenditure-based test for measuring lobbying by filing Form 5768 prior to beginning such activities.

Part VIII, Line 4a

Email solicitations: Once Climate Communications and Law has an operational website, it will likely solicit from the general public via email campaigns.

Foundation grant solicitations: Climate Communications and Law anticipates applying for grants from private foundations and public charities.

Donations accepted via website: Though not currently operational, Climate Communications and Law contemplates having a website where it will accept donations. It may promote this webpage using other internet-based technologies, such as social media platforms.

Part VIII, Line 4d

Climate Communications and Law does not yet have a specific list of states in which it plans to fundraise beyond Washington, D.C. CCL will comply with all charitable registration and reporting requirements in all jurisdictions in which it decides to solicit, and will only conduct fundraising for itself.

Part VIII, Line 10

As Climate Communications and Law's main activity is original reporting on and daily publication of free articles related to climate liability and other legal issues, it will routinely publish and have rights to intellectual property in the form of written content produced by its Editor-in-Chief and freelance writers. CCL will also own copyrights to any graphics or explanatory visuals that accompany published pieces. Climate Communications and Law will not charge fees to access its articles, which will be available on its website to the public.

Part IX, A, Statement of Revenues and Expenses

Line 22a-c

Climate Communications and Law's estimates of professional fees include all payments to independent contractors, researchers, and legal advisors to the organization.

Lines 23a-c

The sums listed in Lines 23a, b, and c include estimated web hosting fees, stock photo and image fees, travel costs, and office supplies and hardware purchases. As CCL is still in the process of finalizing its financial arrangements, a more detailed breakdown of miscellaneous expenses is not available at this time.



Institute for Governance & Sustainable Development

March 3, 2017
Revised June 23, 2017

Lynn Zinser
15 Nebraska St.
Asheville, NC 28806
lynn.zinser@gmail.com
201-424-4830

Dear Lynn,

This will confirm our agreement whereby you will assume the role of Editor in Chief of the website and publication, Climate Liability News, reporting to Richard Wiles, Director of the Climate Education and Litigation Project at IGSD. Services are in accordance with the following TOR, which will be in effect through March 31, 2018.

Monthly compensation of \$8,333 is offered as an independent contractor to IGSD during the period April 1, 2017 through May 31, 2017. This compensation is all-inclusive with the exception of travel funds and associated expenses, which will be provided for IGSD travel during the period April 1, 2017 through May 31, 2017 that is approved in advance in writing or becomes necessary as a result of unforeseen circumstances such as flight delay.

Effective June 1, 2017, this contract is transferred to Climate Communications & Law, address is 22 Clarke Place, Frederick, Maryland 21701. Monthly compensation of \$8,333 is offered as an independent contractor to Climate Communications & Law (CCL) for the period June 1, 2017 through March 31, 2018.

We look forward to working with you on this important effort.

If this is acceptable to you, please sign below and return by email.

Best regards,

Richard Wiles
Director, CCL


Lynn Zinser

6/28/17
Date _____

Terms of Reference
Lynn Zinser
April 1, 2017 through March 31, 2018

The following terms define the scope of work and responsibilities for contract services as Editor in Chief for Climate Liability News:

For the period described above:

Serve in a fulltime capacity as Editor in Chief, with responsibilities including:

Design and setup of Climate Liability News' (CLN) website;

Direction and day to day management of CLN website including all editorial decisions and production, story budget and assignments, commentary, graphics and video content;

Setup and editorial oversight of CLN social media accounts;

Recruitment and management of all freelance writers, editing all contributed content;

Writing and aggregating content when needed, with oversight from Publisher;

Design and implement launch strategy for CLN;

Implement strategies to broaden the reach and scope of CLN editorial content, including managing potential editorial partnerships.

Termination - CCL and contractor may terminate this Agreement at any time for any reason. If one of the parties terminates the Agreement, any funds advanced to contractor, which have not been earned, will be refunded to CCL. CCL will pay contractor for any Fees owed through the date of the termination of the Agreement, if contractor provides CCL with any outstanding invoices within fifteen days of the termination date of the Agreement.

Return of Property - Upon termination of the Agreement or earlier as requested by CCL, contractor will deliver to CCL any and all equipment, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any CCL work product or proprietary information.

CONTRACT FOR CONSULTING SERVICES

This Consulting Agreement (the "Agreement" or "Consulting Agreement") states the terms and conditions that govern the contractual agreement between Alyssa Johl having her principal place of business at 108 Rittenhouse St NW, Washington, DC 20011 (the "Consultant"), and Climate Communications and Law (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of climate law, policy and communications; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to strategic counsel and support for Climate Liability News according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Term

This Agreement shall begin on June 19, 2017 and continue through August 31, 2017. Either Party may terminate this Agreement for any reason with 21 days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to strategic counsel and support for Climate Liability News (the "Consulting Services"). More specifically, the Consultant will provide strategic direction/counsel on the stories to be written for Climate Liability News; provide support by analyzing and/or offering insights on key legal developments; and share litigation-relevant information, updates, news stories with the Climate Liability News team

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of 125 dollars (\$125) per hour for a maximum of 8 hours per week. The Consultant shall invoice the Client once every month and such invoices shall be due and payable within 30 days of the Client's receipt of the invoice.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not

limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality and Non-Disclosure

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, finances, methods of operation, and documentation, and other such information, whether written, oral, or otherwise (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

7. No Modification Unless in Writing

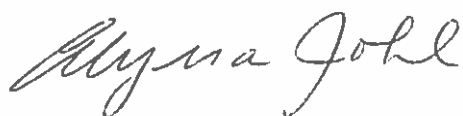
No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

8. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the District of Columbia and subject to the exclusive jurisdiction of the federal and state courts located in the District of Columbia.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Consultant



Alyssa Johl

6/28/17

Signature

Name

Date

Client

Signature

Name

Date