Form 1023 Checklist

(Revised December 2017)

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

Note: Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

☑ Assemble the application and materials in this order.
- Form 1023 Checklist ✓
- Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
- Form 8821, *Tax Information Authorization* (if filing)
- Expedite request (if requesting) ✓
- Application (Form 1023 and Schedules A through H, as required) ✓
- Articles of organization ✓
- Amendments to articles of organization in chronological order
- Bylaws or other rules of operation and amendments ✓
- Documentation of nondiscriminatory policy for schools, as required by Schedule B
- Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation (if filing)
- All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN. ✓

☑ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

☑ Employer Identification Number (EIN) 84-3456678

☑ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
- Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
- Describe your purposes and proposed activities in specific easily understood terms.
- Financial information should correspond with proposed activities.

☑ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___	No ✓	Schedule E	Yes ___	No ✓
Schedule B	Yes ___	No ✓	Schedule F	Yes ___	No ✓
Schedule C	Yes ___	No ✓	Schedule G	Yes ✓	No ___
Schedule D	Yes ___	No ✓	Schedule H	Yes ___	No ✓

☑ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Pg 1, Art 3, Para 1
- Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Pg 2, Art 4, Para 3

☑ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.

☑ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31A Team 105
P.O. Box 12192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
201 West Rivercenter Boulevard
Covington, KY 41011

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FORM 1023 EXEMPTION APPLICATION EXPEDITE LETTER

11/27/2019

Dear Sir or Madam:

We are writing to request an expedited processing of our Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

As International Children's Advisory Network, Inc. ("iCAN") was previously a project under the Foundation for Children, Inc., we have generated considerable interest from potential donors to fund us as an independent entity. However, these donors are reluctant to make contributions before our certificate of exemption under §501(c)(3) has been received.

One particular donor, Jumo Health, has committed to providing iCAN with a donation that will allow our program to begin operating independently and will help sustain fundraising efforts for several months, including funding for a planned international summit to be held in July of 2020. Without this initial donation, our organization may not have adequate funding to independently begin our charitable efforts. We have asked Jumo Health to provide written confirmation of their donation commitment and have attached their notification to this letter. We hope this documentation will help provide you with enough reasonable cause to make a beneficial decision for iCAN.

Based on the information discussed above, we respectfully request an expedited processing of our Form 1023. If there are any questions or if additional information is needed, please contact us at [redacted]

Sincerely,

[redacted]

Jon Haygood, Treasurer

jumohealth

November 25, 2019

VIA EMAIL

Amy Ohmer
Director
[redacted]

Re: Confirmation of Donation Pledge

Dear Amy:

This letter is to confirm that Medikidz USA, Inc. dba Jumo Health ("Jumo Health") has agreed to make a donation to International Children's Advisory Network, Inc. ("iCAN") upon receipt by iCAN of recognition from the Internal Revenue Service of its exemption under section 501(c)(3) of the Internal Revenue Code as a public charity described in section 509(a)(2) of the Internal Revenue Code. The donation shall be used to sponsor iCAN's planned international summit to be held in July of 2020 and at which Jumo Health will be acknowledged as the name sponsor.

Sincerely,

[redacted]ba JUMO HEALTH

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[redacted]

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Form **1023**
(Rev. December 2017)
Department of the Treasury
Internal Revenue Service

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

▶ **Do not enter social security numbers on this form as it may be made public.**
▶ **Go to *www.irs.gov/Form1023* for instructions and the latest information.**

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

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**) International Children's Advisory Network, Inc		2 c/o Name (if applicable)
3	**Mailing address** (Number and street) (see instructions) 400 West Peachtree St. NW	Room/Suite 4-5017	4 Employer Identification Number (EIN) 84-3456678
	City or town, state or country, and ZIP + 4 Atlanta, GA 30308		5 Month the annual accounting period ends (01 – 12) 12
6	Primary contact (officer, director, trustee, or **authorized representative**) a Name: Jon Haygood, Treasurer		b Phone: [redacted] 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, *Power of Attorney and Declaration of Representative*, with your application if you would like us to communicate with your representative. ☐ Yes ☑ 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. ☐ Yes ☑ No

9a Organization's website: www.icanresearch.org

b Organization's email: (optional) info@icanresearch.org

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. ☐ Yes ☑ No

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 10 / 23 / 2019

12 Were you formed under the laws of a **foreign country**? If "Yes," state the country. ☐ Yes ☑ 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): Page 1, Article 3, Paragraph 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.	☑
b	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. Page 2, Article 4, Paragraph 3	
c	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)
Charles Thompson	Founder & Chairman	[redacted]	$0
Leanne West	President		$0
Christine Woods	Vice President		$0
Amy Ohmer	Vice President & Executive Director		$51,500

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)
Chester Koh	Secretary	[redacted]	$0
Jon Haygood	Treasurer		$0

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)

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)

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 nonprofit 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

- ☐ mail solicitations
- ☑ email solicitations
- ☑ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☑ foundation grant solicitations
- ☑ phone solicitations
- ☑ accept donations on your website
- ☐ receive donations from another organization's website
- ☐ government grant solicitations
- ☑ 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 childcare 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 childcare, are 65% 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.		
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)*

15	Do you have a **close connection** with any organizations? If "Yes," explain.	☐ Yes	☑ No
16	Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.	☐ Yes	☑ No
17	Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.	☐ Yes	☑ No
18	Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.	☐ Yes	☑ 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.	☐ Yes	☑ No
20	Is your main function to provide **hospital** or **medical care**? If "Yes," complete Schedule C.	☐ Yes	☑ No
21	Do you or will you provide **low-income housing** or housing for the **elderly** or **handicapped**? If "Yes," complete Schedule F.	☐ Yes	☑ 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. **Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.	☐ Yes	☑ No

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

1. If in existence less than 5 years, complete the statement 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:
   a. Three years of financial information if you have not completed one tax year, or
   b. Four years of financial information if you have completed one tax year. See instructions.
2. If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. 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			
		(a) From 10/23/19 To 12/31/19	(b) From 1/1/20 To 12/31/20	(c) From 1/1/21 To 12/31/21	(d) From 1/1/22 To 12/31/22	(e) Provide Total for (a) through (d)
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	176,000	324,000	388,800	466,560	1,355,360
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	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)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7	176,000	324,000	388,800	466,560	1,355,360
	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)		300	360	432	1,092
	10 Total of lines 8 and 9	176,000	324,300	389,160	466,992	1,356,452
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 **Unusual grants**					
	13 Total Revenue Add lines 10 through 12	176,000	324,300	389,160	466,992	1,356,452
Expenses	14 Fundraising expenses		3,000	3,150	3,308	
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees		51,480	54,054	56,757	
	18 Other salaries and wages			45,946	48,243	
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees					
	23 Any expense not otherwise classified, such as program services (attach itemized list)	3,000	269,820	286,010	358,685	
	24 Total Expenses Add lines 14 through 23	3,000	324,300	389,160	466,992	

Part IX Financial Data *(Continued)*

B. Balance Sheet (for your most recently completed tax year) — Year End: 2019

			(Whole dollars)
	Assets		
1	Cash	1	173,000
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach an itemized list)	4	
5	Corporate stocks (attach an itemized list)	5	
6	Loans receivable (attach an itemized list)	6	
7	Other investments (attach an itemized list)	7	
8	Depreciable and depletable assets (attach an itemized list)	8	
9	Land	9	
10	Other assets (attach an itemized list)	10	
11	Total Assets (add lines 1 through 10)	11	173,000
	Liabilities		
12	Accounts payable	12	
13	Contributions, gifts, grants, etc. payable	13	
14	Mortgages and notes payable (attach an itemized list)	14	
15	Other liabilities (attach an itemized list)	15	
16	Total Liabilities (add lines 12 through 15)	16	0
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	173,000
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	173,000

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☑ 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. If you are unsure, see the instructions. ☐ Yes ☑ No

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, h, or i 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)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. ☐

h 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. ☑

i 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). ☐

j A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status. ☐

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box i in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

a (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses _____

(ii) 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," state this.

b (i) 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 and amount received from each **disqualified person.** If the answer is "None," state this.

(ii) For each year amounts were 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," state this.

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 and Signature

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. 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 "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: $600

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, includi[redacted]nd to the best of my knowledge it is true, correct, and complete.

Please Sign Here ▶ [redacted]

Jon Haygood
(Type or print name of signer)

11/15/2019
(Date)

Treasurer
(Type or print title or authority of signer)

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Schedule G. Successors to Other Organizations

1a Are you a **successor** to a **for-profit organization**? If "Yes," explain the relationship with the **predecessor** organization that resulted in your creation and complete line 1b. ☐ Yes ☑ No

b Explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status.

2a Are you a successor to an organization other than a for-profit organization? Answer "Yes" if you have taken or will take over the activities of another organization; or you have taken or will take over 25% or more of the fair market value of the net assets of another organization. If "Yes," explain the relationship with the other organization that resulted in your creation. ☑ Yes ☐ No

b Provide the tax status of the predecessor organization.

c Did you or did an organization to which you are a successor previously apply for tax exemption under section 501(c)(3) or any other section of the Code? If "Yes," explain how the application was resolved. ☑ Yes ☐ No

d Was your prior tax exemption or the tax exemption of an organization to which you are a successor revoked or suspended? If "Yes," explain. Include a description of the corrections you made to re-establish tax exemption. ☑ Yes ☐ No

e Explain why you took over the activities or assets of another organization.

3 Provide the name, last address, and EIN of the predecessor organization and describe its activities.

Name: Foundation for Children, Inc **EIN:** 06-1392883

Address: 83 Oak Street, Hartford, CT 06106

4 List the owners, partners, principal stockholders, officers, and governing board members of the predecessor organization. Attach a separate sheet if additional space is needed.

Name	Address	Share/Interest (If a for-profit)
Anton Alerte, MD	[redacted]	
Robert Dudley, MD		
Jillian Wood Revickzy		
Sandra Carbonari, MD		

5 Do or will any of the persons listed in line 4, maintain a working relationship with you? If "Yes," describe the relationship in detail and include copies of any agreements with any of these persons or with any for-profit organizations in which these persons own more than a 35% interest. ☐ Yes ☑ No

6a Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof. ☑ Yes ☐ No

b Were any restrictions placed on the use or sale of the assets? If "Yes," explain the restrictions. ☐ Yes ☑ No

c Provide a copy of the agreement(s) of sale or transfer.

7 Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. ☐ Yes ☑ No

8 Will you lease or rent any property or equipment previously owned or used by the predecessor for-profit organization, or from persons listed in line 4, or from for-profit organizations in which these persons own more than a 35% interest? If "Yes," submit a copy of the lease or rental agreement(s). Indicate how the lease or rental value of the property or equipment was determined. ☐ Yes ☑ No

9 Will you lease or rent property or equipment to persons listed in line 4, or to for-profit organizations in which these persons own more than a 35% interest? If "Yes," attach a list of the property or equipment, provide a copy of the lease or rental agreement(s), and indicate how the lease or rental value of the property or equipment was determined. ☐ Yes ☑ No

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Control Number : 19142487

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

International Children's Advisory Network, Inc.
a **Domestic Nonprofit Corporation**

has been duly incorporated under the laws of the State of Georgia on **10/23/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/29/2019**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

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International Children's Advisory Network, Inc.

A Georgia Non-profit Corporation

ARTICLES OF INCORPORATION

ARTICLE I
NAME

1.01 Name

The name of this corporation shall be International Children's Advisory Network, Inc. The business of the corporation may be conducted as International Children's Advisory Network, iCAN, or KIDS GA.

ARTICLE II
DURATION

2.01 Duration

The period of duration of the corporation is perpetual.

ARTICLE III
PURPOSE

3.01 Purpose

International Children's Advisory Network, Inc. is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. The purpose of the organization is to foster greater global understanding about the importance of the pediatric patient and caregiver voice in healthcare, clinical trials, and research.

3.02 Non-Profit

International Children's Advisory Network, Inc. is designated as a non-profit corporation. The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

ARTICLE IV
NON-PROFIT NATURE

4.01 Non-profit Nature

International Children's Advisory Network, Inc. is organized exclusively for charitable and educational purposes including, for such purposes. the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the net earnings of International Children's Advisory Network, Inc. shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

International Children's Advisory Network, Inc. is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

4.02 Personal Liability

No officer or director of this corporation shall be personally liable for the debts or obligations of International Children's Advisory Network, Inc. of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of this corporation.

4.03 Dissolution

Upon termination or dissolution of International Children's Advisory Network, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a

charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of International Children's Advisory Network, Inc. hereunder shall be selected by the discretion of a majority of the managing body of International Children's Advisory Network, Inc. and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against International Children's Advisory Network, Inc. by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Georgia.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Georgia to be added to the general fund.

4.04 Prohibited Distributions

No part of the net earnings or properties of this corporation, on dissolution or otherwise, shall inure to the benefit of, or be distributable to, its members, directors, officers or other private person or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III, Section 3.01.

4.05 Restricted Activities

No substantial part of the corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

4.06 Prohibited Activities

Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on (I) by a corporation exempt from federal income tax as an organization described by Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (II) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE V
BOARD OF DIRECTORS

5.01 Governance

International Children's Advisory Network. Inc. shall be governed by its board of directors.

5.02 Initial Directors

The initial directors of the corporation shall be: Charles Thompson MD FAAP, Leanne West, Christine Woods, Amy Ohmer, Chester Koh, and Jon Haygood

ARTICLE VI
MEMBERSHIP

6.01 Membership

International Children's Advisory Network, Inc. shall have no members. The management of the affairs of the corporation shall be vested in a board of directors, as defined in the corporation's bylaws.

ARTICLE VII
AMENDMENTS

7.01 Amendments

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

ARTICLE VIII
ADDRESSES OF THE CORPORATION

8.01 Corporate Address

The address of the corporation is:

International Children's Advisory Network, Inc.
400 West Peachtree St. NW
Suite 4-5027
Atlanta, GA 30308

The mailing address of the corporation is:

International Children's Advisory Network, Inc.
400 West Peachtree St. NW
Suite 4-5027
Atlanta, GA 30308

ARTICLE IX
APPOINTMENT OF REGISTERED AGENT

9.01 Registered Agent

The registered agent of the corporation shall be:

[redacted]

ARTICLE X
INCORPORATOR

The incorporators of the corporation are as follow:

Charles Thompson MD FAAP [redacted]
Leanne West of [redacted]
Christine Woods of [redacted]
Amy Ohmer of [redacted]
Chester Koh of [redacted]
Jon Haygood of [redacted]

CERTIFICATE OF ADOPTION OF ARTICLES OF INCORPORATION

We, the undersigned, do hereby certify that the above stated Articles of Incorporation of International Children's Advisory Network, Inc. were approved by the board of directors on October 21, 2019 and constitute a complete copy of Articles of Incorporation of International Children's Advisory Network, Inc. This document may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute

[redacted]
Charles Thompson, Founder and Chairman

[redacted]
Leanne West, President

[redacted]
Christine Woods, Vice President

[redacted]

[redacted]
Chester Koh, Secretary

ACKNOWLEDGMENT OF CONSENT
TO APPOINTMENT AS REGISTERED AGENT

I, Jon Haygood, agree to be the registered agent for International Children's Advisory Network, Inc. as appointed herein.

[redacted]

Date: 10 | 21 | 2019

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International Children's Advisory Network, Inc.

A Georgia Non-profit Corporation

BYLAWS

ARTICLE I
NAME

1.01 Name

The name of this corporation shall be International Children's Advisory Network, Inc.. The business of the corporation may be conducted as International Children's Advisory Network, iCAN, or KIDS GA.

ARTICLE II
PURPOSES AND POWERS

2.01 Purpose

International Children's Advisory Network, Inc. is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code. The purpose of the organization is to foster greater global understanding about the importance of the pediatric patient and caregiver voice in healthcare, clinical trials, and research.

2.02 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The

powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Nonprofit Status and Exempt Activities Limitation.

(a) Nonprofit Legal Status. International Children's Advisory Network, Inc. is organized pursuant to the Georgia Nonprofit Corporation Code and is a Georgia non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

(c) Distribution Upon Dissolution. Upon termination or dissolution of International Children's Advisory Network, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the International Children's Advisory Network, Inc. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the International Children's Advisory Network, Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Georgia.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the International Children's Advisory Network, Inc., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Georgia to be added to the general fund.

ARTICLE III
MEMBERSHIP

3.01 No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors.

ARTICLE IV
BOARD OF DIRECTORS

4.01 Number of Directors

International Children's Advisory Network, Inc. shall have a board of directors consisting of at least 4 and no more than 15 directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board and the affairs of the International Children's Advisory Network, Inc. shall be managed under the direction of the board, except as otherwise provided by law.

4.03 Terms

(a) All directors shall be elected to serve a one-year term, however the term may be extended until a successor has been elected.

(b) Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

(c) Directors may serve terms in succession.

(d) The term of office shall be considered to begin January 1 and end December 31 of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Election of Directors

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age and an affiliate within affiliate classifications created by the board of directors. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in January of each year.

4.05 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

(a) Unexpected Vacancies. Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by two-thirds (⅔) vote of the board of directors then in office, if:

(a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve month period. The board chairman is empowered to excuse directors from attendance for a reason deemed adequate by the board chairman. The chairman shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board president shall excuse the chairman. Or:

(b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.07 Board of Directors Meetings.

(a) Regular Meetings. The board of directors shall have a minimum of four (4) regular

meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) days notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hours notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

(b) Special Meetings. Special meetings of the board may be called by the chairman, president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least 2 days notice to each director of the date, time, and place, but not the purpose, of the meeting.

(c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with Georgia law.

4.08 Manner of Acting.

(a) Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

(b) Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(C) Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

(d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings or other programs or events deemed appropriate to carry out the purpose of International Children's Advisory Network, Inc..

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be

reviewed and approved in accordance with the board Conflict of Interest policy and state law.

ARTICLE V
COMMITTEES

5.01 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

(a) take any final action on matters which also requires board members' approval or approval of a majority of all members;

(b) fill vacancies on the board of directors of in any committee which has the authority of the board;

(c) amend or repeal Bylaws or adopt new Bylaws;

(d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;

(e) appoint any other committees of the board of directors or the members of these committees;

(f) expend corporate funds to support a nominee for director; or

(g) approve any transaction;

(i) to which the corporation is a party and one or more directors have a material financial interest; or

(ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

5.2 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate

members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.3 Informal Action By The Board of Directors

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

ARTICLE VI
OFFICERS

6.01 Board Officers

The officers of the corporation shall be a board chairman, president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine. One person may hold two or more board offices, but no board officer may act in more than one capacity where action of two or more officers is required.

6.02 Term of Office

Each officer shall serve a one-year term of office and may not serve more than three (3) consecutive terms of office. Unless unanimously elected by the board at the end of his/her three (3) year terms or to fill a vacancy in an officer position, each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

6.03 Removal and Resignation

The board of directors may remove an officer at any time, with or without cause. Any officer may resign at any time by giving written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

6.04 Board Chairman

The board chairman shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

6.05 Board President

The board president shall be the chief volunteer officer of the corporation. In the absence or disability of the board chairman, the president shall perform the duties of the board chairman. When so acting, the president shall have all the powers of and be subject to all the restrictions upon the board chairman. The president shall have such other powers and perform such other duties prescribed by the board of directors or the board chairman. The president shall normally accede to the office of board chairman upon the completion of the board chairman's term of office.

6.06 Vice President

Vice presidents shall have such powers and perform such duties prescribed for them by the board of directors or the board president. A vice-president shall normally accede to the office of board president upon the completion of the board president's term of office.

6.07 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

6.08 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.9 Non-Director Officers

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII
CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

(a) Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

(b) Permissible Indemnification. The corporation shall indemnify a director or former director

made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

(c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

(d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with Georgia Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VIII
MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Fiscal Year

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

8.03 Conflict of Interest

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

8.04 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation

shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of International Children's Advisory Network, Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.05 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

(a) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,

(b) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds (⅔) vote of a quorum of directors at a Board meeting.

(c) that all amendments be consistent with the Articles of Incorporation.

ARTICLE IX
COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, International Children's Advisory Network, Inc. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for US. Based Charities" is not mandatory, International Children's Advisory Network, Inc. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

International Children's Advisory Network, Inc. shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X
DOCUMENT RETENTION POLICY

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of International Children's Advisory Network, Inc. records.

10.02 Policy

Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, International Children's Advisory Network, Inc. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

Section 2. Exception for Litigation Relevant Documents. International Children's Advisory Network, Inc. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the International Children's Advisory Network, Inc. informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

Section 3. Minimum Retention Periods for Specific Categories

(a) Corporate Documents. Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

(b) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years

from the date of filing the applicable return.

(c) Employment Records/Personnel Records. State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

(d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

(e) Press Releases/Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

(f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(g) Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

(h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

(i) derives independent economic value from the secrecy of the information; and

(ii) has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

(i) Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(j) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

(k) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

(l) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.

(m) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

Section 4. Electronic Mail. E-mail that needs to be saved should be either:

(i) printed in hard copy and kept in the appropriate file; or

(ii) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI
Transparency and Accountability
Disclosure of Financial Information With The General Public

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, International Children's Advisory Network, Inc. practices and encourages transparency and accountability to the general public. This policy will:

(a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public

(b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public

(c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

11.02 Financial and IRS documents (The form 1023 and the form 990)

International Children's Advisory Network, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

International Children's Advisory Network, Inc. shall make "Widely Available" the aforementioned documents on its internet website: www.icanresearch.org to be viewed and inspected by the general public.

(a) The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).

(b) The website shall clearly inform readers that the document is available and provide instructions for downloading it.

(c) International Children's Advisory Network, Inc. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).

(d) International Children's Advisory Network, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

International Children's Advisory Network, Inc. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

11.05 Board

(a) All board deliberations shall be open to the public except where the board passes a motion to make any specific portion confidential.

(b) All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.

(c) All papers and materials considered by the board shall be open to the public following the meeting at which they are considered, except where the board passes a motion to make any specific paper or material confidential.

11.06 Staff Records

(a) All staff records shall be available for consultation by the staff member concerned or by

their legal representatives.

(b) No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.

(c) Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that

(d) Staff records shall be made available to the board when requested.

11.07 Donor Records

(a) All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.

(b) No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.

(c) Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that ;

(d) donor records shall be made available to the board when requested.

ARTICLE XII
CODES OF ETHICS AND WHISTLEBLOWER POLICY

12.01 Purpose

International Children's Advisory Network, Inc. requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of International Children's Advisory Network, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of International Children's Advisory Network, Inc. is in violation of law, a written complaint must be filed by that person with the board president or the board chairman.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made

maliciously or knowingly to be false shall be subject to civil and criminal review.

12.04 Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of International Children's Advisory Network, Inc. and provides International Children's Advisory Network, Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

International Children's Advisory Network, Inc. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of International Children's Advisory Network, Inc. or of another individual or entity with whom International Children's Advisory Network, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

International Children's Advisory Network, Inc. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of International Children's Advisory Network, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The board chairman or board president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

ARTICLE XIII
AMENDMENT OF ARTICLES OF INCORPORATION

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of International Children's Advisory Network, Inc. were approved by the International Children's Advisory Network, Inc. board of directors on [redacted] a complete copy of the Bylaws of the corporation.

[redacted]

Chester Koh, Secretary

Date: 10/28/19

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International Children's Advisory Network, Inc.

A Georgia Non-profit Corporation

IRS FORM 1023 ATTACHMENT

Part IV Narrative Description of Your Activities

Overview

The International Children's Advisory Network (iCAN) is a worldwide consortium of children's advisory groups, known as Kids Impacting Disease Through Science (KiDS) and Young Persons Advisory Groups (YPAGS). These dedicated youth member groups work in unison around the world to provide a voice for children and families in medicine, research, and innovation. iCAN has been operating through the Foundation for Children, Inc., a registered 501(c)3 non-profit, and is a collaboration between the American Academy of Pediatrics (AAP) Section on Advances in Therapeutics and Technology (SOATT), Georgia Institute of Technology (Pediatrics@GT), local AAP Chapters, children's hospitals, local academia, and other non-profits.

Our goal is to get our kids where they need to be to have their voices heard. Our amazing youth make a difference in pediatric healthcare, through interactions with industry, by presenting original research at conferences, by innovating new solutions, by advocating for the pediatric patient voice in healthcare world-wide, and by telling their stories at conferences and to organizations like the FDA, NIH, NORD, AAP.

Past, Present, and Planned Activities

iCAN is a platform for children to share their voices. Throughout the history of iCAN and as what we currently do and plan to do, iCAN seeks opportunities for children to share their knowledge, experience and expertise of living with chronic, rare and complicated medical conditions. iCAN does this through seeking activities in which children can participate at conferences, summits, meetings, and other events. iCAN also provides educational information through our website to serve as a guide for children through their iCAN chapters to utilize to better assist with learning about improving pediatric healthcare.

For conferences, summits, meetings and events, iCAN works in partnership with pediatric healthcare entities to provide a venue for children to share their own personal experiences of living with a medical condition. iCAN does this through pre-planned events that support medically designated calendar holidays such as World Diabetes Day, World Children's Day, World Rare Disease Day, National Childhood Cancer Month, National Juvenile Rheumatoid Arthritis Day. iCAN also hosts an annual Summit to bring together youth members of iCAN to meet one another, share their stories to community leaders and to learn about enhancements within pediatric healthcare. Lastly, like-minded community non-profits also invite our youth members to share their stories to help educate medical providers, researchers, students and healthcare professionals about the challenges and successes that medically diagnosed children deal with.

The activities are conducted by iCAN adult volunteer leaders, community partners (such as hospitals, advocacy organizations, other non-profits, higher education, and sponsoring partners of iCAN).

The activities are conducted during the calendar year with monthly emphasis on designated awareness of disease months, and in June or July, the iCAN Summit. Partnering activities vary throughout the year as availability or need for patient voices allows. All activities are generally during times when school is not in session so that our youth members may participate.

The activity locations are varied to help ensure that all of our youth members have equal access to sharing their voices. iCAN works with pediatric healthcare groups around the US and throughout the world, and its membership and activities also span the world.

Participation in activities are generally funded by iCAN to help support pediatric healthcare improvement opportunities so that medically challenged children are freely participating to share their stories. iCAN believes that children are experts in their care and have a value in being able to share what they have learned, what they go through, and what they deal with. iCAN understands that many children and families are unable to pay for activities due to medical bills and to help ensure that their stories may be heard, provides the resources to ensure that all children have access to sharing their stories.

90% of our time is focused on providing activities to help iCAN youth members to be able to share their stories.

All of the activities of iCAN are funded through donations of sponsoring partners.

Distribution to Other Organizations and Individuals

We do not fundraise for any specific organization; iCAN is not organized solely to contribute or fundraise for any specific entity; and iCAN does not intend to make such contributions.

Financial Information

The sources of the corporation's income derive from public donations. Additional income sources will include grants, sponsorship and fundraising. The corporation disposes its income through the decisions made by its board of directors or through the decisions of the duly elected treasurer, whose power to pay expenses is set out by the board or the corporation's bylaws in accordance to the corporation's purpose. Expenses paid by the corporation include, but are not limited to: equipment purchases and rentals, staff salary, insurance premiums, internet web site fees, publications, travel reimbursements for directors and members, and other miscellaneous expenses.

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

Line 1a. List the names, titles, and mailing addresses of all your officers, directors, and trustees. For each person listed, state their total annual compensation for all services to the organization whether as an officer, employee, or other position.

Name	Title	Mailing Address	Avg. Hours	Annual Compensation
Charles Thompson	Founder and Chairman	[redacted]	5/week	$0
Leanne West	President		10/week	$0
Christine Woods	Vice president		5/week	$0
Amy Ohmer	Vice president and Executive Director		30/week	51,500
Jon Haygood	Treasurer, CFO		10/week	$0
Chester Koh	Secretary		5/week	$0
			Total	**$ 51,500**

Line 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.

There is one compensated officer, director, trustee or employee. Please see the table above.

Founder and Chairman Charles A. Thompson, M.D., FAAP

Charlie is a board-certified pediatrician who earned his M.D. at the University of Connecticut School of Medicine and completed his pediatric residency at Connecticut Children's Medical Center in Hartford. He is a Clinical Instructor of Pediatrics at the University of Connecticut School of Medicine and is a member of the medical staff at Connecticut Children's Medical Center.

Currently, Charlie is the Global Lead for the Pfizer Pediatric Center of Excellence. Throughout his 19 year career at Pfizer, Charlie has taken on diverse roles in clinical development, clinical safety/risk management, and field medical affairs. Charlie is also the Chair of the Executive Committee for the American Academy of Pediatrics Section on Advances in Therapeutics and Technology, a member of the Board of Directors for the Hezekiah Beardsley Connecticut Chapter of the American Academy of Pediatrics, the Founder and Chair of iCAN (International Children's Advisory Network), and a Steering Committee Member for the Global Alliance for Pediatric Therapeutics, a pre-competitive public/private partnership to advance the development of medicines for children. He is serving his second term as a governor-appointed member of the Connecticut Pharmaceutical and Therapeutics committee and has served on the State of Connecticut Immunization Task Force following an appointment by the Speaker of the House. In his community, Charlie is an active youth leader in sports and scouting and is a former board member of the Connecticut Make-A-Wish Foundation.

Charlie lives in Florida, USA, with his wife, Heather, and their four children.

President Leanne West, MS

Leanne is the Chief Engineer of Pediatric Technologies for Georgia Tech, a Principal Research Scientist, and the Chief Innovation Officer for the Pediatric Technology Center. As Chief Engineer, she coordinates all research activities related to pediatrics across campus. She helps manage the formal relationship with Children's Healthcare of Atlanta and is Director of the Quick Wins funding program.

Leanne serves on the executive management team of the Parker H. Petit Institute for Bioengineering & Bioscience and is a member of the Institute for People and Technology Health Council, with the goal of creating large-scale, interdisciplinary collaborations across campus in the area of healthcare. She is an active participant at her organization and was the twice elected Chair of the Georgia Tech Executive Board and the Georgia Tech Chair for the State Charitable Campaign. Leanne currently serves on the Board of the Georgia Technology Authority.
Her research background focuses on mobile and wireless health system and sensor development, user interfaces, system integration, and diagnostic devices. She is author of a book chapter in Technology for Aging, Disability and Independence: Computer and Engineering for Design and Applications (John Wiley & Sons) and has written a number of papers and given several presentations on wireless technology device development and remote sensing systems. Leanne has seen her invention of a wireless personal captioning system installed at commercial venues through her start-up.
Leanne was named the Woman of the Year by Women in Technology in 2014, in addition to the Georgia Tech's Outstanding Achievement in Research Enterprise Enhancement Award in 2014, a GTRI Innovative Research Award team member in 2014, and the Optical Society's 2012 Paul Forman Engineering Excellence Award as a Lidar Team member. In addition, Leanne was selected for the 2008 class of Leadership Georgia, and she was named one of Georgia's "40 Under 40" by Georgia Trend magazine in 2004.

Vice-President Christine Woods

Christine is an Atlanta, Georgia -based healthcare IT human resources and management professional, currently working for the highest ranking healthcare IT services firm on the INC 5000 list. More importantly, Christine is a wife and mom to two amazing kids with really big dreams. She hopes to foster parent collaboration between iCAN chapters, as well as provide a way for parents to share experiences, learn, and support others. Christine also enjoys reading historical fiction, volunteering at her kids' school, and coffee. So much coffee. Her educational and professional background includes a B.S. in Communications from the University of Tennessee – Knoxville, and a prior career in television news.

Vice-President and Executive Director Amy Ohmer

Joining iCAN through the Parent Council in 2014, and as a Director, in 2018, Amy brings to iCAN both a passion of fostering pediatric healthcare improvements along with a personal expertise of families living with chronic care needs. As a mother of two children diagnosed with Type 1 Diabetes at a young age, Amy focuses on involving the patient as the expert throughout the global medical community. Besides her leadership role through iCAN, Amy is the Co-Chair of the T1D Exchange Patient/Parent Advisory Board, the Parent Lead for Michigan Medicine, Pediatric Endocrinology Advisory Board, Member of the American Board of Pediatrics Patient/Parent Advisory Board, Member of the Patient Family Advisory Council, C.S. Mott Children's Hospital and Advocate for the American Diabetes Association and Juvenile Diabetes Research Foundation.

Amy is an alum of Michigan State University, holding a B.A. in Communications, Arts and Science, with an emphasis in writing. In 2009, Amy founded the nationally recognized website, Naturally Sweet Sisters, to offer support to families beginning the journey of living with Type 1 Diabetes. She has co-authored multiple articles for the T1D Exchange, American Academy of

Pediatrics and Lilly Diabetes. At home, you can find Amy with her husband, Todd, cheering on their two teenaged daughters both on and off the golf course.

Secretary Chester J. Koh, MD, FACS, FAAP

Chester is a pediatric urologist at Texas Children's Hospital and an Associate Professor of Urology, Pediatrics, and OB/GYN at Baylor College of Medicine. He also holds adjunct titles in the USC Department of Urology and the Rice University Department of Bioengineering. He also serves as the director of the Pediatric Robotic Surgery Program, and the director of the Pediatric Urology Fellowship Program. Chester received his B.S. degree in Mechanical Engineering from UC Berkeley and his medical degree from Tufts University School of Medicine. He completed his urology residency at USC and his pediatric urology fellowship at Children's Hospital Boston / Harvard Medical School.

His clinical area of expertise is in minimally invasive surgery in children, especially with robotic surgery and single incision laparoscopic surgery, and the pediatric device needs in this area. He currently serves on the Executive Council of the Societies for Pediatric Urology, the newsletter editor for the AAP SOATT, and the Membership Cahir of the AAP Section on Urology. He has been an NIH-funded principal investigator in the field of bladder regeneration / inflammation. In addition, he is the founder of the Southwest Pediatric Device Consortium based at TCH / BCM, as well as Co-founder and co-PI of the Southern California Consortium for Technology and Innovation in Pediatrics (CTIP), an FDA-funded pediatric medical device consortium that is dedicated to improving children's health through innovative pediatric medical devices. Chester lives in Houston with his wife and 2 teenage children.

Treasurer Jon Haygood

Jon serves as the Director of Finance and chair of the Financial Planning and Budgeting Council for Atlanta-based Southern Company (NYSE: SO), a leading U.S. energy company serving 9 million customers with clean, safe, reliable, and affordable electricity and natural gas. He is currently serving or has served on the boards of directors for multiple small start-up companies in treasury/financial advisory roles. Jon holds a bachelor's degree in Industrial Engineering from Georgia Tech and is married to his high school sweetheart Emily. Together they have two sons Jake and Sam who are both active members of KIDS Georgia and iCAN.

Jon began involvement with iCAN and KIDS Georgia in 2015 as a parent, has attended four research and advocacy summits with his family, and has personally seen the benefits of sharing and hearing experiences of other parents and kids. iCAN has created educational, social, and professional opportunities for his children that are generally not open to kids. Jon also sees the immense impact the organization can have on the future of pediatric research and medicine and endeavors to ensure iCAN remains on strong financial footing well into the future.

Line 5a. Have you adopted a conflict of interest policy consistent with the sample policy in Appendix A?

Yes. Please see the attached policy. This was adopted by resolution of the board of directors on October 21, 2019.

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

Line 1a. In carrying out your exempt purposes, do you provide goods, services, or funds to individuals?

iCAN reimburses individuals for traveling and lodging to enable them to participate and share their voices and ideas at conferences, summits, meetings and events. The majority of iCAN's time and sponsorship funding is dedicated to this mission.

Line 1b. In carrying out your exempt purposes, do you provide goods, services, or funds to organizations?

We may at times provide services to other organizations. Our members provide feedback to sponsoring partners on procedures, processes, and technologies – generally through the lens of a pediatric patient. Many of our members and directors also speak at conferences, and our members share stories about their experiences regarding what they have learned, what they go through, and what they deal with through their chronic illness.

Line 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.

Funds for travel and lodging are generally limited to our members. However, membership is generally open to all youth who either have a chronic illness or are interested in advancing pediatric medicine. Participation would be based on volunteers who have an interest in sharing their stories or experiences related to the program's topic.

Line 3. Do any individuals who receive goods, services, or funds through your program 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.

Membership is not excluded for children of officers, directors, or employees of the organization. To the extent the child of an employee volunteers to share stories or experiences related to a program's topic, they will be reimbursed for any travel or lodging expenses incurred to attend the event.

Part VIII Your Specific Activities

Line 4a. Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. Attach a description of each fundraising program.

While the iCAN board of directors may add additional fundraising means in the future, our current strategy is to fundraise through the following means:

Email solicitation, personal solicitation, foundation grant solicitations, phone solicitation, accept donations on your website and other.

Email Solicitation

We will be utilizing internet solicitation methods, including but not limited to email, social media contacts and other mediums.

Personal Solicitation

We will be fundraising by approaching a broad spectrum of entities and individuals in person to share the mission of iCAN and seeking public support.

Foundation Grant Solicitations

We will be applying for private or public foundation grants. We have no current arrangement for this method at this time.

Phone Solicitation

We will be fundraising by telephone solicitation. It involves calling prospective or existing donors and asking for support.

Accept Donations on Your Website

We do accept donations on our website. This function will be accessible through "donate" tab on the website of the corporation. The payments are processed by PayPal, Inc. and are directed to the corporation's bank account.

Other

Small Scale Fundraising Events. At times we may hold road-side small-scale fundraising events. The work performed for such events shall be "Volunteer Labor" and without compensation. The material used for such events shall only come from the gifts or contributed products. Volunteer charity lemonade or cookie sale would be an example.

Web-related Donations. We may make arrangements with commercial organizations for donations based on sales referrals. For example, some web sites (such as Amazon.com) allow nonprofit organizations to receive donations for sales which were referred from their web site. We may also run specific campaigns through gofundme or other websites on medically designated calendar holidays such as World Diabetes Day, World Children's Day, World Rare Disease Day, National Childhood Cancer Month, National Juvenile Rheumatoid Arthritis Day.

Sale of Merchandise. We will have shirts, hats, mugs and similar items available through our website or at our Summit which will bear our logo. We are only considering the sale of donated and contributed products at this time. The revenue from this activity is anticipated to be insubstantial and we have no current arrangement or contract for this.

Line 4b. 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 revenues 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.

iCAN will attempt to raise funds through many channels. The primary method of fundraising is through the relationships developed between iCAN employees and directors and corporate sponsors who support the mission and objectives of iCAN. iCAN also raises funds through Paypal, gofundme, and Eventbrite, which are all web platforms that charge fees based on donations. The final method is through an agreement with BAMMA1, which will also charge a fee based on new donations and endowments it generates for the company. Please see the attached statement of work for iCAN which is an exhibit to an agreement signed with iCAN's predecessor non-profit. iCAN anticipates the agreement will be executed directly with iCAN once it has attained its 501c3 status as an independent organization.

Line 4d. 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.

iCAN is primarily based in the state of Georgia, however, we will engage in fundraising in all 50 states of the United States whether via internet solicitation, personal solicitations, or activities that our members attend. For more information about these activities please refer to the Narrative of Our Activities.

We will not raise funds for other organizations, but as explained in line 4c. above, other organization may raise funds for us in addition to fundraising for ourselves. This holds true for all 50 States of the United States.

Line 4e. 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?

We do not anticipate soliciting contributions where the donor has the right to advise how to use or distribute the funds. However, we will comply with and recognize special requests, notes, terms and conditions which are specified by contributors and will maintain a separate account for that specific donation. An example of this rule is foundation grants. There may be situations whereby we solicit a foundation grant for a specific purpose; (e.g. education) and in those cases the grant, if awarded, will probably have restrictions on the activities it can support. Honoring those terms is inherent in the grant application process.

Line 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?

We may accept contributions of: real property; 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 said contributions further the purposes of this corporation. We will not accept donations if any conditions imposed by the donor on the contribution limit the corporation's ability to achieve its purposes or force this corporation to conduct activities that are not in furtherance of 501(c)(3) purposes. We will ensure that donations

are accepted in accordance with 501(c)(3) regulations and we will properly determine fair market value according to IRS Publication 561. We currently have no specific plans, but it's prudent to mention the possibility.

Line 12a. Do you or will you operate in a foreign country or countries?

Answers to 12a, b, c and d are as follow:

It is the mission, duty and purpose of iCAN to address, educate, coordinate and provide voices to pediatric patients regardless of its geographical position. Therefore iCAN may operate in any country and any region in any country around the world where we may fulfill our mission and further our exempt status. iCAN will obtain any required permits or permissions from the respective governments of any country we may operate in as required by law. This includes complying with the sanctions, embargoes, and other restrictions imposed by the United Sates government to such countries. The primary nature of our foreign activity is working closely[1] with other non-profit organizations who are active participants in the same field. This will allow us to further our exempt status by providing the services in an effective manner.

([1]**Note:** Working closely with other organizations does not constitute a "Close Connection" as it is defined on page 11, line 15 of the IRS publication of instruction for form 1023. It merely refers to exchange of information, non-financial data, suggestions and advices on locations and ways to address and direct the focus based on up-to-date information.)

Please Note: Rev. Rul. 71-460, 1971-2 C.B. 231

- "A domestic corporation that conducts a part or all of its charitable activities in a foreign country is not precluded from exemption under section 501(c)(3) of the Code. A domestic corporation that is otherwise exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 carries on part of its charitable activities in foreign countries. Held, since its activities are charitable within the meaning of section 501(c)(3) of the Code when carried on within the United States, the conduct of such activities elsewhere does not preclude the organization from qualifying as an exempt organization under that section.
- The same conclusion applies if all of its charitable activities are carried on in foreign countries. With respect to deductibility of contributions to the organization under section 170 of the Code, see Revenue Ruling 63-252, C.B. 1963-2, 101 and Revenue Ruling 66-79, C.B. 1966-1, 48."

Part IX Financial Data

A. Statement of Revenues and Expenses and Projected Data for 20XX, 20XX, and 20XX Tax Years

The following table consists of the projected gross income from monetary donations, grants and gifts to the corporation. This includes the promotional merchandise sales as well as services rendered.

Revenue Title	2020 Tax Year	2021 Tax Year	2022 Tax Year
Online / Credit Cards	$6,000	$7,200	$8,640
Checks	$3,000	$3,600	$4,320
Grants	$0	$0	$0
In kind Donations	$12,000	$14,400	$17,280
Sponsorships	$300,000	$360,000	$432,000
Fundraisers	$1,200	$1,440	$1,728
Sales (Hats, Mugs, Shirts,...)	$300	$360	$432
Total revenue:	**$324,300**	**$389,160**	**$466,992**

Line 23. Any expense not otherwise classified (attach itemized list.)

The following table consists of the corporation expenses, expenditures and spending for the shown years. Please refer to the second worksheet for further itemizations.

Please note: For our 2019 expense and income report, please refer to section B: Balance Sheet for our projected first tax year on page 18 of this document.

Expense Title	2020 Tax Year	2021 Tax Year	2022 Tax Year
Funds Spent On Actual Programs	$194,003	$214,630	$283,736
Accounting / Bookkeeping[1]	$12,000	$1,500	$1,575
Fundraising Expenses	$3,000	$3,150	$3,308
Insurance	$1,800	$1,890	$1,985

Legal Fees	$3,000	$3,150	$3,308
Licensing Fees	$600	$630	$662
Postage	$1,200	$1,260	$1,323
Printing	$3,600	$3,780	$3,969
Rent (Facilities)	$0	$0	$0
Rent (Vehicles)	$0	$0	$0
Employee Salaries[1]	$51,480	$100,000	$105,000
Office Supplies & Software	$1,200	$1,260	$1,323
Taxes (Employment)	$3,218	$6,250	$6,563
Telephone & Internet	$1,200	$1,260	$1,323
Travel & Lodging[2]	$48,000	$50,400	$52,920
Fuel	$0	$0	$0
Total Expenses:	**$324,300**	**$389,160**	**$466,992**

1. Expectation is to reduce external Bookkeeping/Accounting fees in 2021 by hiring additional staff
2. Represents travel & lodging including meals for staff and directors. Travel & lodging reimbursed to members is included in programs as it supports the mission of getting kids where they need to be to have a voice.

Further Breakdown of Expenses

Please note that the inflation rate for the years of 2021 and 2022 has been calculated based on a 5% increase annually. Daily figures are based on 30-day months. (Please see table on next page.) The table is sorted alphabetically.

Expense	Month	Year	Clarification Notes
Travel	$2,000	$24,000	Calculated based on four round-trip airline flights at $450 each plus $50 for auto transport during each trip.
Lodging	$1,500	$18,000	Lodging is based on 10 nights a month at $150 a night. These figures are calculated for four trips spread amongst multiple employees/directors.

Meals	$500	$6,000	Meals are based on $50 a day [for 3 meals a person]. These figures are calculated for 10 days of travel per month spread amongst multiple employees/directors.
Licensing Fees	$50	$600	This will cover fees paid to maintain licenses in multiple states we have members and fundraise
Postage	$100	$1,200	This will meet the corporation's need on postal services.
Printing	$300	$0	This will include the publications, pamphlets, signage, and internal and legal paperwork.
Fundraising Expenses	$250	$3,000	Fees paid to collect donations through Paypal and other web-based platforms and to our fundraising partner. All fees are based on a percent of donations with no fixed component.
Office Supplies & Software	$100	$1,200	We pay fees to maintain our website, member communication, and office software functionality. Office supplies are somewhat minimal.

B. Balance Sheet (projection for first tax year)

Please note: The table below is an itemized list of the projected expenses and income of iCAN from its incorporation on October 23, 2019 to December 31, 2019. As of the date of this filing, $163,500 is on the books as a receivable ($63,500 from Foundation for Children and $100,000 from Jumo Health).

Support and Revenue of the first Tax Year, 2019	
Transfer from Foundation for Children, Inc.	$74,000
Donation from Jumo Health	$100,000
Individual Donations	$2,000
Net Income	**$176,000**

Expenses of the first Tax Year, 2019	
Startup Cost	$1,000
Travel	$1,000
Lodging	$1,000
Total Expenses	**$3,000**
Net Revenue Less Expenses	**$173,000**

Schedule G: Successor to Other Organizations

Line 2a. Are you a successor to an organization other than a for-profit organization? Answer "Yes" if you have taken or will take over the activities of another organization; or you have taken or will take over 25% or more of the fair market value of the net assets of another organization. If "Yes," explain the relationship with the other organization that resulted in your creation.

iCAN was originally formed as a project under the The Foundation for Children, Inc ("FFC"), a 501(c)3 established by the Connecticut chapter of the American Academy of Pediatrics. As stated in our transfer agreement, iCAN has sustained significant repeated support from a variety of donors, has continued to expand membership through new chapters all over the world, and has carried out five successful international summits. With pledges received so far this year, iCAN is well positioned to fund our goal of getting kids where they need to be to have their voices heard and to host our 6th Annual International Summit in Lyon, France. The future of iCAN is bright, and the iCAN board of directors recognizes that it has grown beyond the original scope as an FFC project. The independent, new structure will allow iCAN to more efficiently and effectively fund chapter activities through local fundraising (under iCAN's 501(c)3) and local control of accounts while not creating administrative burdens on local chapters (like accounting, reporting, and tax filings). It will also facilitate better transparency of our financial position with our donors, chapters, and other stakeholders.

Line 2b. Provide the tax status of the predecessor organization.

The Foundation for Children, Inc was granted a 501(c)3 determination letter upon its formation in 1994. As of November 2018, that status had been revoked with reinstatement filed in September of 2019.

Line 2c. Did you or did an organization to which you are a successor previously apply for tax exemption under section 501(c)(3) or any other section of the Code? If "Yes," explain how the application was resolved.

FFC received an IRS determination letter granting 501(c)3 status.

Line 2d. Was your prior tax exemption or the tax exemption of an organization to which you are a successor revoked or suspended? If "Yes," explain. Include a description of the corrections you made to re-establish tax exemption.

FFC tax exemption status revocation notice was published in August of 2019 and was retroactive to November of 2018. FFC took all necessary steps including refiling of IRS form 1023 and filing of prior years' tax returns that were in arrears and ultimately led to the revocation.

Line 2e. Explain why you took over the activities or assets of another organization.

Please see response to line 2a. above. In addition, financials for iCAN were managed entirely by FFC without sufficient transparency for iCAN to understand its financial position or effectively

manage its business. Payables were delayed. Deposits were not communicated timely. Employees responsible for iCAN were delayed in getting reimbursements for expenses made on personal accounts upon the frequent occurrences when FFC issued credit cards were declined. iCAN simply had no ability to effectively carry out its mission.

Line 6a. Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof.

All of the assets transferred from FFC to iCAN are anticipated to be cash based on an agreed upon amount that was retroactively attributed to iCAN. Some of the amounts are straight-forward as they represent donations that were made to FFC but directed to iCAN after iCAN gave notice of its intent to incorporate and separate from FFC. The remaining is still subject to agreement between the two organizations based on forensic accounting.

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In response to:
Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractor, Line 5a.

International Children's Advisory Network, Inc.

A Georgia Non-profit Corporation

CONFLICT OF INTEREST POLICY AND AGREEMENT

ARTICLE I
PURPOSES

It is important for International Children's Advisory Network, Inc. directors, officers, and staff to be aware that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the affairs of the corporation and that the appearance of conflict can be troublesome even if there is in fact no conflict whatsoever. Conflicts occur because the many persons associated with the corporation should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations a person will sometimes owe identical duties of loyalty to two or more corporations. The purpose of the conflict of interest policy is to protect the corporation's tax-exempt 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. The policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Conflicts are undesirable because they potentially or eventually place the interests of others ahead of the corporation's obligations to its charitable purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the corporation do not require the termination of all association with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

Each member of the board of directors and the staff of the corporation has a duty of loyalty to the corporation. The duty of loyalty generally requires a director or staff member to prefer the interests of the corporation over the director's/staff's interest or the interests of others. In addition, directors and staff of the corporation shall avoid acts of self-dealing which may

adversely affect the tax-exempt status of the corporation or cause there to arise any sanction or penalty by a governmental authority.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

ARTICLE II
DEFINITIONS

2.1 Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2 Financial Interest

A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III
PROCEDURES

3.1 Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

3.2 Determining Whether a Conflict of Interest Exists

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

3.3 Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV
RECORDS OF PROCEEDINGS

4.1 Minutes

The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V
COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

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

5.3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) 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 in an excess benefit transaction.

ARTICLE VIII
USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CERTIFICATE OF ADOPTION OF CONFLICT OF INTEREST POLICY AND AGREEMENT

I do hereby certify that the above stated Conflict of Interest Policy and Agreement for International Children's Advisory Network, Inc. were approved and adopted by the board of directors on Thursday, October 24, 2019 and constitute a complete copy of the Conflict of Interest Poli[redacted]

Chester Koh, Secretary

Date: 10/28/19

International Children's Advisory Network, Inc. **EIN 84-3456678**

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

Employee and shareholder of Pfizer Inc

I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Charles Thompson

Signature: [redacted]

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

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I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Leanne West

Signature: [redacted]

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Christine Woods

Signature: [redacted]

Scanned with CamScanner

International Children's Advisory Network, Inc. EIN 84-3456678

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

NONE

I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Amy Ohmer

Signature:

Date: 11/18/19

International Children's Advisory Network, Inc. **EIN 84-3456678**

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

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I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Jon Haygood

Signature:

CONFLICTS OF INTEREST POLICY ACKNOWLEDGMENT

I have read the attached conflicts of interest policy and agree to comply fully with its terms and conditions at all times during my service as an International Children's Advisory Network, Inc. Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the International Children's Advisory Network, Inc. Board of Directors in writing.

Disclosure of Actual or Potential Conflicts of Interest:

_____

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I acknowledge and agree that my selection for service on the Board and the opportunities made available to me by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which I hereby acknowledge.

Name: Chester Koh

Signature: [redacted]

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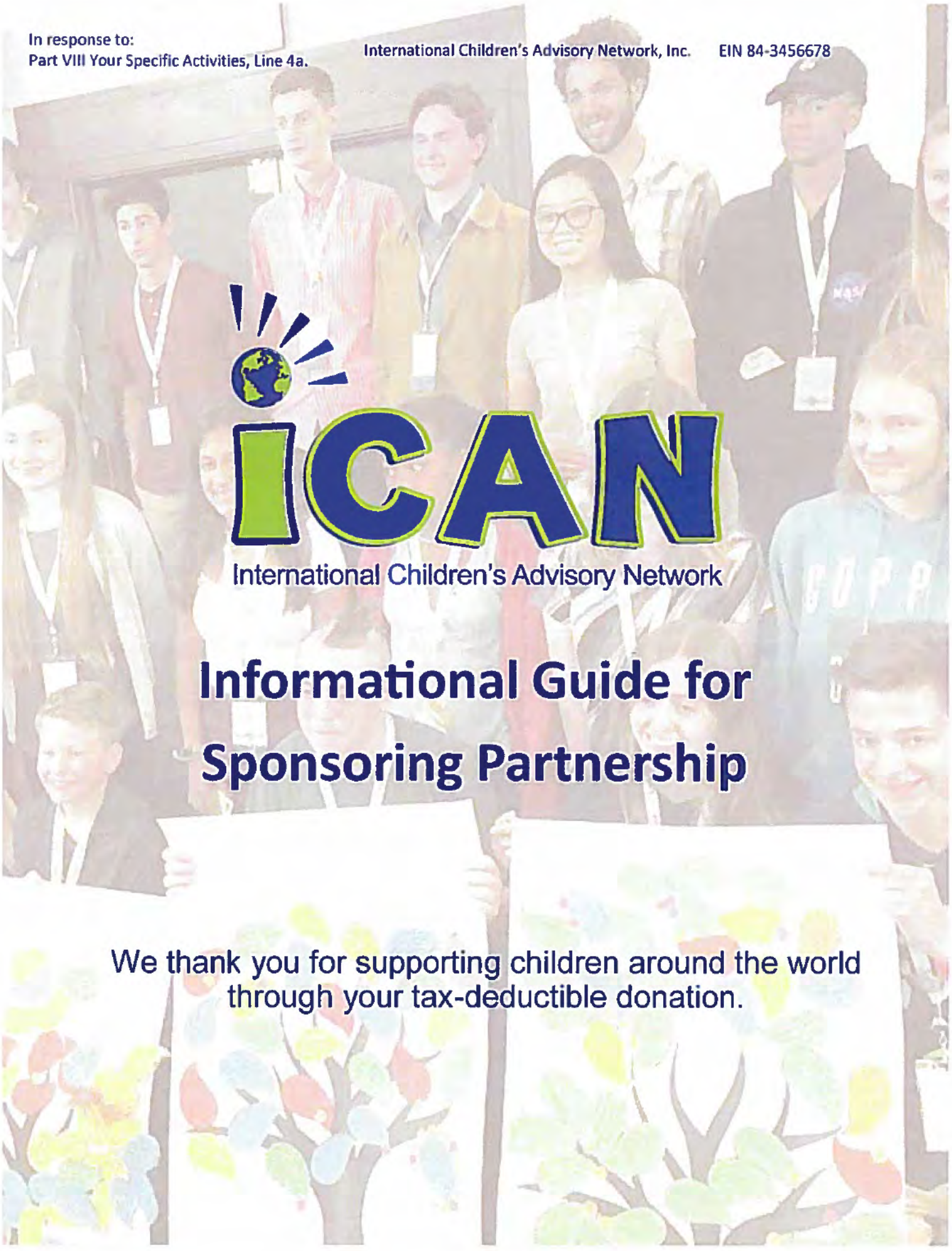
In response to:
Part VIII Your Specific Activities, Line 4a.

International Children's Advisory Network, Inc. EIN 84-3456678

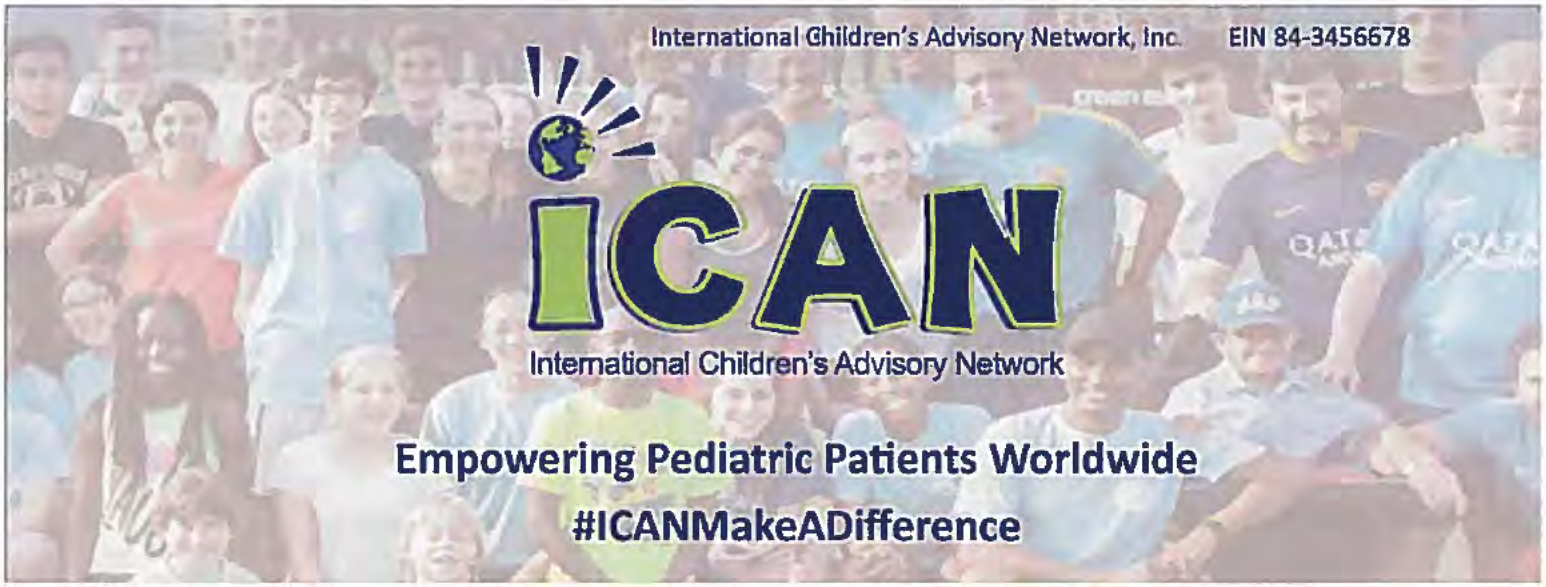


ICAN

International Children's Advisory Network

Informational Guide for Sponsoring Partnership

We thank you for supporting children around the world through your tax-deductible donation.



iCAN, the INTERNATIONAL CHILDREN"S ADVISORY NETWORK, is the PREMIER GLOBAL PEDIATRIC PLATFORM to advocate for the patient voice in healthcare, driven by youth for youth. As a worldwide consortium of 23 children's advisory groups spanning four continents, iCAN's dedicated youth member groups work in unison around the world to provide a voice for children and families in medicine, research, and innovation, with a goal of fostering greater global understanding about the importance of the pediatric patient and caregiver voice in healthcare, clinical trials, and research.

On average, our youth are ages 8-18 years old, most of whom are living with chronic, rare, and complicated diagnoses, though a few of our kids have no medical diagnoses or previous medical conditions. iCAN values and understands that all patients, even the youngest, often have ideas that can help improve their healthcare experiences.

iCAN is a registered 501(c)3 non-profit through the Foundation for Children, Inc., and is a collaboration between the American Academy of Pediatrics (AAP) Section on Advances in Therapeutics and Technology (SOATT), Georgia Institute of Technology (Pediatrics@GT), local AAP Chapters, children's hospitals, local academia, and other non-profits.

Our goal is to get our kids where they need to be to have their voice heard. Our amazing youth make a difference in pediatric healthcare, through interactions with industry, by presenting original research at conferences, by innovating new solutions, by advocating for the pediatric patient voice in healthcare world-wide, and by telling their at stories at conferences and to organizations like the FDA, NIH, NORD, CDC, and AAP.

With your donation, you make it possible for iCAN kids to travel where they need to be for presentations and conferences, including our Annual iCAN Summit where we bring our kids together with medical professionals, relevant industry and agencies, and each other. There are also sponsorship opportunities for specific Summit events and family travel to our Summit. In return, depending on sponsorship level, iCAN offers your company advisory opportunities with our kids, social media acknowledgement, logo placement on our website and other materials, presentation and table options at our iCAN Summit, and more.

At iCAN, everything we do is for our kids.

A sincere thank you for making iCAN's work possible,

[redacted]

Leanne West, iCAN President

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer
Cell: 734-545-2831
Email: amyohmer@icanresearch.org

The iCAN Community

At the heart of every successful organization lies an amazing group of dedicated, caring, and valued volunteers. The strength of iCAN comes from the support and willingness to help our young people as they learn to share their voices and expertise locally, regionally, nationally, and globally.

We actively partner with a diverse group of community organizations to help share the voice of young people and to encourage better access to treatments, research, technology, science, and innovation. iCAN supports pediatric hospital advisory groups and works with child life, doctors, researchers, medical students, and educational professionals to help identify projects that need community support and solutions.

Our Community Partners are those organizations that are also dedicated to the health and well-being of pediatric patients around the world. Collectively, our community partners are other non-profits that share our goals of amplifying our reach and helping us provide more opportunities for our kids to be heard.

As a sponsoring partner of iCAN Research, you will be connected throughout our global consortium of youth, families, caregivers, providers, hospitals, and pediatric support organizations. Our unique approach brings together stakeholders from around the world in an effort to provide a greater global reach for the pediatric patient voice.

Current iCAN Community Partners

American Academy of Pediatrics
NIH National Institutes of Health
501(c)(3) Foundation for Children, Inc
PEDIATRIC TRIALS NETWORK
iact HEALTH
research match.org
PARADIGM Patients Active in Research and Dialogues for an Improved Generation of Medicines
Sant Joan de Déu Research Foundation
eYPAGnet
Live like Bella. CHILDHOOD CANCER FOUNDATION
GenerationR young people improving Research
Global Genes
PEDIATRICS 2040
impactpediatric HEALTH
Advances in Therapeutics and Technology
NORD
Hope for Henry Foundation
CLINICAL TRIALS TRANSFORMATION INITIATIVE
Share4Rare
UPOPOLIS
FARE Food Allergy Research & Education

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Join the iCAN Community

As a sponsoring partner of iCAN Research, you will be connected throughout our global consortium of youth, families, caregivers, providers, hospitals, community partners, and pediatric support organizations.

iCAN is a registered 501(c)3 non-profit through the Foundation for Children, Inc.. As a sponsoring partner of iCAN Research, you will be connected with our global collaboration between the American Academy of Pediatrics (AAP), children's hospitals, local academia, and other community partners and non-profits.

Lilly

DI

Children's

Shriners Hospitals for Children

Advances in Therapeutics and Technology

Syneos Health

COVANCE

IQVIA

synteract

premier research

AMGEN

Bio Biotechnology Innovation Organization

PhRMA

Kate Palermo Scholarship Fund

The VALUE of iCAN from a few of our current sponsors

"Lilly highly values the insights and advice that we receive from children and parents through working with iCAN and its chapters. What we have learned goes far beyond making assent documents more child-friendly. Who better to tell us about the acceptability of new methods of pediatric research and the best ways to use them than the kids who are participants in the pediatric trials? We almost always gain new understanding from children and parents that improves the research and makes it more responsive to the needs of pediatric patients." Albert J Allen, Sr Medical Fellow, Pediatric Capabilities, Eli Lilly and Company

"Having the opportunity to watch youth and their parents, learn and grow in their knowledge of clinical research and how they can impact outcomes was an amazing experience. The passion that they have to improve clinical care for children is inspiring and I believe our future is in great hands." Phyllis Kennel, Pediatric Trials Network

"As a site and patient advocacy professional, participating in the 2019 iCAN Summit was a highlight of my year. I was moved by the thoughtful responses and brilliant insight the children shared in order to improve the future outlook for them and other kids in need. That is commitment! I am honored to support iCAN."
Laura Deason, Feasibility Manager & Patient Advocate

"Giving children and child advocacy groups a voice in pediatric drug development leads to better pediatric clinical trials, with enhanced recruitment and retention. Lessons I've learned and shared from iCAN have led Synteract to bring improved pediatric clinical trials to life. Thank you iCAN!"
Dr Martine Dehlinger-Kremer, Vice President Pediatric Development, Synteract

"To me, iCAN has been incredibly powerful, inspiring, and humbling. It gave me the ability to speak to the smart, engaged kids who are battling various illnesses. I can think of no better way to truly be patient centric and centered. " Antoniou Fantana. Advisor-GPS Analytics , Epidemiology-GPS , Eli Lilly and Company

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

iCAN International Children's Advisory Network

International Children's Advisory Network, Inc. EIN 84-3456678

With Your Donation

You Are Supporting Our Future Leaders

Sponsorship funding goes toward getting our youth where they need to be to share their stories at conferences, with industry, and with federal organizations. With your help, we are able to empower young people to play a more productive and satisfying role in their own health, the health of other youth, and those that come after. Our kids are our future and they are committed to bettering our world. Your support helps to create the next generation of leaders, doctors, researchers, innovators, advocates, and, even your future colleagues.

Experts

Story Tellers

Innovators

Motivators

Presenters

Researchers

Collaborators

Inspirers

Check out our website to learn more about our youth members as they improve pediatric healthcare.

https://www.icanresearch.org/copy-of-our-youth

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]

Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

With Your Donation

You Are Supporting Projects and Activities

Sample Project

April 2019

Partnered with Eli Lilly and Jumo Health to survey iCAN network for illustrated and written content for two versions of comic books geared at pediatric and adolescent populations to ensure a more appropriate content for educating youth on "What is Clinical Research".

Sample iCAN Activities

- December 2018, Partnered with FDA to send to youth members to share perspectives on Pediatric Technology Development to an open forum discussion as delegates of iCAN.
- November 2018, "Perceptions of Transition from Pediatric to Adult Care for Youth with Chronic and Rare Diseases: A Participatory Health Research Project", was presented by youth members through a scientific poster sessions at the American Association of Pediatrics, AAP-NCE, in Orlando, Florida.
- October 2018, Partnered with Eli Lilly to survey network on an exciting and fun research project that engages our 'Youth Members' for feedback and participation in a video and survey designed around the concept of "Continuomics – what do YOU think".
- August 2016 iCAN Youth Council members helped review documents from the EMA to help influence the development of new laws and regulations for clinical trials in Europe. They reviewed the documents, created a survey for the iCAN network to provide feedback on the different aspects and goals of the project, then summarized the overall feelings of the new protocol. This will have a major impact on the designs and protocol for clinical trials and research studies in Europe in the future once it becomes law.
- June 2016 iCAN members surveyed to give feedback on a study plan for a Cystic Fibrosis Enzyme clinical trial. The survey was also sent through Cystic Fibrosis networks with the secondary objective of comparing responses from the iCAN network with responses from children with CF. This will help us understand if children from a cross-therapeutic group like ours give similar feedback as children with the disease being studied.
- June 2016 iCAN members between age 8-13 surveyed to get feedback on their experience using StressIr, a free, interactive resource online to help kids learn how to deal with stress. This tool was developed by researchers from the BC Children's Hospital in Vancouver, Canada.
- March 2016 Kansas City chapter met with a medical IT company to do user testing on an electronic assent program and provide feedback from pediatric patients' and families' perspectives. Members are teaming up from Kansas City, Vancouver, and Michigan chapters to help develop a second phase of this project as well as write up a report to share at the 2016 iCAN Summit.

Check out our website to learn more

https://www.icanresearch.org/archived-projects

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]

Email: amyohmer@icanresearch.org

Examples of What We Can Do for You With Your Donation

- Share surveys with our youth
- Conduct focus groups with our youth
- Give feedback for pre-clinical trial research development from the start to more easily recruit patients for the trial & to have them stay in the trial longer
- Provide Language Review for age-appropriateness and understanding
- Provide expert testimonials about their conditions from expert pediatric youth advisers
- Give expert youth perspective presentations to you or with you
- Write, research, and publish scientific publications
- Provide advocacy and understanding of their condition or the healthcare children as a whole
- Support industry efforts through multiple media channels
- Synergize within greater global medical community
- Create world-wide networking ability through the iCAN Annual Summit
- Educate the next generation of researchers in pediatric health
- Collaborate with youth ideas for innovation, science, research, and technology
- Spotlight patient-centered care through the voice of the youth/family
- Write and publish patient perspectives through "iCANMakeADifference"

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Support for the Annual Summit With Your Donation

Every summer, iCAN brings members from all of our chapters together for the innovative and exciting iCAN Research & Advocacy Summit. iCAN aims to continue to expand the global network and opportunities for our youth members, as well as increase the success of the Summit each year.

This annual event provides our youth members with an invaluable opportunity to learn from one another and to network with leading professionals in healthcare from around the globe. In turn, the iCAN Summit offers the scientific community an opportunity to engage with directly with children and parents, so that they may learn about the value and the importance of the pediatric patient voice in research, medicine, and innovation.

For the last five years, iCAN has hosted the iCAN Summit, alternating between the US and EU*. The Summit provides young people from around the world the unique and inspiring opportunity of working with industry and researchers in medicine, health, and technology to improve the health of children who are medically complex, have chronic medical conditions, and/or rare diseases.

Who attends?

On average, the week-long Summit attendance is around 150 participants, with half being patients and family and half
being medical professionals and relevant industry representatives. More specifically,

- Youth members, ranging from 8-18 years of age. *Please note: Parents and legal guardians/caregivers must attend with youth members under age 18.*
- Young adult leaders, interested in pursuing degrees in healthcare, science, pharma, business, and advocacy
- iCAN Chapter leaders and youth advisers
- Representatives of government agencies (the FDA, Senate, Congress, Health Canada, National Institutes of Health, and many other national and international regulating entities)
- Medical professionals (pediatricians, nurses, child life specialists, researchers)
- Industry (pharmaceutical, biotech, device, and clinical research organizations)
- Patient advocacy groups
- Community partners
- Sponsoring Partners
- Investigator groups
- Academic institution faculty & researchers

** European or other non-US location*

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

Sponsorship Levels and Benefits

By supporting iCAN, you are empowering the youth of today to make a difference in the healthcare of the youth of tomorrow. Your sponsorship enables iCAN to provide the support needed to have our kids present their stories and their research and interact with agencies and industry that can make the needed change happen. Most of our youth will tell you they know that sharing their voices may not create change in time to help them, but they hope their voices can create change for the kids who come after them.

Below you will find our sponsorship levels. We understand that not all companies can donate at the highest level, so we offer a range of sponsorship levels with varying benefits commensurate with the level of funding. Please know that we appreciate *any* level of support and can work with you to customize your giving and benefits to meet your needs.

Sponsorship Levels	Amount
Champion	$100,000 +
Warrior	$50,000
Guardian	$25,000
Defender	$15,000
Protector	$10,000
Patron	< $10,000

Donations must be made to iCAN Research no later than June 1, 2019 to receive benefits for the fiscal year June 2019 - May 2020.* Donations made during this time period will be in support of activities between now and the 2020 Summit. You will be recognized for your donation at the 2020 Summit.

Checks should be made payable to:

Foundation for Children
83 Oak Street
Hartford, CT 06106

We are a 501(C)3 Organization.
Please email our Director, Amy Ohmer (amyohmer@icanresearch.org), for our Taxpayer ID number.

*For FY 2020, we are extending the due date to Jan 31, 2020 as we reset our fiscal year to align with our Annual Summit. For planning purposes, the FY 2021 due date will be June 1, 2020 to cover the time period of June 2020—May 2021 with recognition at the 2021 Summit.

We thank you for supporting children around the world through your tax-deductible donation.

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Champion Sponsorship

$100,000 +

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Champion sponsor provides direct benefits to your company as well. You can expect that we are here for you with our Champion level of service.

iCAN Champion Sponsor Benefits

- A seat on the iCAN External Advisory Board to help guide the future if iCAN for the FY of your sponsorship. Renewable each year with sponsorship.
- Naming of the conference as "The Annual iCAN Summit Brought To You By [your company name]"
- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Annual Global Summit Benefits
  - Summit participation designed for your needs (in-person focus group, presentation, survey, study recruitment)
  - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
  - Global networking through our partners and the Annual Summit
  - Free conference registration at our annual global Summit for up to five (5) attendees (up to a $5,000 value)
  - Conference Table ($5,000 value)
  - Knowing you have made it possible for 25 children & their parent/caregiver to attend the Summit
- Up to six (6) direct and focused input activities from expert pediatric youth advisers to improve clinical research during the year. (refer to Page 7, Examples of What We Can Do For You)
- Leveraging of the greater global medical community
- Input into the constantly-growing iCAN educational program and materials
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Warrior Sponsorship

$50,000 +

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Warrior sponsor provides direct benefits to your company as well. You can expect that we are here for you with our Warrior level of service.

iCAN Warrior Sponsor Benefits

- A seat on the iCAN External Advisory Board to help guide the future if iCAN for the FY of your sponsorship. Renewable each year with sponsorship.
- Naming of a day at the conference such as "Rare Disease Day is brought to you by [your company name]." Rare Disease Day is an example, but we can work with you on a topic that might be of interest to you and iCAN alike.
- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
    - Multiple iCAN Facebook Pages
    - Instagram
    - Twitter
    - YouTube
    - Linked-In

- Annual Global Summit Benefits
    - Summit participation designed for your needs (in-person focus group, presentation, survey, study recruitment)
    - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
    - Global networking through our partners and the Annual Summit
    - Free conference registration at our annual global Summit for up to three (3) attendees (up to a $3,000 value)
    - Conference Table ($5,000 value)
    - Knowing you have made it possible for ten (10) children & their parent/caregiver to attend the Summit
- Up to four (4) direct and focused input activities from expert pediatric youth advisers to improve clinical research during the year. (refer to Page 7, Examples of What We Can Do For You)
- Leveraging of the greater global medical community
- Input into the constantly-growing iCAN educational program and materials
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-345667[illegible]

Guardian Sponsorship

$25,000 +

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Guardian sponsor provides direct benefits to your company as well. You can expect that we are here for you with our Guardian level of service.

iCAN Guardian Sponsor Benefits

- A seat on the iCAN External Advisory Board to help guide the future if iCAN for the FY of your sponsorship. Renewable each year with sponsorship.
- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Annual Global Summit Benefits
  - Summit participation designed for your needs (in-person focus group, presentation, survey, study recruitment)
  - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
  - Global networking through our partners and the Annual Summit
  - Free conference registration at our annual global Summit for up to three (3) attendees (up to a $2,500 value)
  - Conference Table ($5,000 value)
  - Knowing you have made it possible for four (4) children & their parent/caregiver to attend the Summit
- Up to two (2) direct and focused input activities from expert pediatric youth advisers to improve clinical research during the year. (refer to Page 7, Examples of What We Can Do For You)
- Leveraging of the greater global medical community
- Input into the constantly-growing iCAN educational program and materials
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer
[redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Defender Sponsorship

$15,000 +

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Defender sponsor provides direct benefits to your company as well. You can expect that we are here for you with our Defender level of service.

iCAN Defender Sponsor Benefits

- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Annual Global Summit Benefits
  - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
  - Global networking through our partners and the Annual Summit
  - Free conference registration at our annual global Summit for one (1) attendees (up to a $1,000 value)
  - Conference Table ($5,000 value)
  - Knowing you have made it possible for two (2) children & their parent/caregiver to attend the Summit
- Up to one (1) direct and focused input activities from expert pediatric youth advisers to improve clinical research during the year. (refer to Page 7, Examples of What We Can Do For You)
- Leveraging of the greater global medical community
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Protector Sponsorship

$10,000 +

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Protector sponsor provides direct benefits to your company as well. You can expect that we are here for you with our Protector level of service.

iCAN Protector Sponsor Benefits

- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Annual Global Summit Benefits
  - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
  - Global networking through our partners and the Annual Summit
  - Free conference registration at our annual global Summit for one (1) attendees (up to a $1,000 value)
  - Conference Table ($5,000 value)
- Leveraging of the greater global medical community
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

International Children's Advisory Network, Inc. EIN 84-3456678

Patron Sponsorship

<$10,000

iCAN is unique to the industry as a youth member organization devoted to the improvement of pediatric healthcare. Beyond supporting iCAN's mission and goals, the iCAN Annual Summit, educating the next generation of researchers in pediatric health, and helping get our kids to the places they need to be to tell their stories and to present their research, being an iCAN Patron sponsor provides direct benefits to your company as

iCAN Patron Sponsor Benefits

- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANresearch.org). Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Annual Global Summit Benefits
  - Branded iCAN and sponsoring partner merchandise and apparel for youth members and community
  - Global networking through our partners and the Annual Summit
  - Free conference registration at our annual global Summit for one (1) attendees (up to a $1,000 value)
- Leveraging of the greater global medical community
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Champion Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

Other Sponsorship Opportunities

Full-ride scholarship for one child & their parent/guardian to attend the Summit

$3,000

Attending the Summit is not always possible for our families who often experience financial hardships due to the medical condition of the child. By sending a family to the Summit, you are making it possible for that child to share their voice and interact with medical professionals and other kids like them. We will acknowledge your company as the sponsor of the scholarship.

Details: $3,000 will cover 2 people for 6 nights hotel, Summit registration fees, and $1000 stipend towards airfare.

Table at Summit

$5,000

Want something more than just attending the Annual Summit? Get a table for the week where you can interact with our members, parents, and other professionals in the pediatric healthcare space. You can have giveaways or take polls or surveys at your table, or just have materials to hand out about what you do. One Summit registration fee is included with the table purchase.

Summit Meal

$5,000

If you would like to sponsor a meal— breakfast, lunch, or dinner— we are happy to recognize you at the Summit as the sponsor of the meal. One Summit registration fee is included

Play for a Day Activity at the Summit

$7,500

Each year, we have fun and exciting things to do at the Summit, to augment the learning environment, after all, they are kids! All work and no play makes a really conference. Sponsoring a day of play allows you to cover the costs of a fun activity for all of the kids at the Summit. The activity can be anything from a tour of the city to a ghost walk to a museum visit or meeting a professional sports team. Our planning teams can tell you what we are planning for the Summit. If have other suggestions, we are happy to work with you when possible. You will be recognized at the Summit and on the website as the sponsor of the event. One Summit registration fee is included with the Play for a Day purchase.

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

Special Projects Sponsorship
$25,000

iCAN is seeking sponsorship for marketing, programming, and educational experiences throughout the organization. As part of the iCAN commitment to advocacy, leadership, and supporting youth members during the year, our goal is to provide opportunities for iCAN to have a presence at conferences, seminars, educational opportunities in which youth members, parents, and iCAN leadership are able to share their voice.

2019 Special Projects included:

- iCAN Youth members presenting at Food and Drug Administration (FDA) Pediatric Technology Development
- iCAN Youth Members presenting at Pediatric Academies Society (PAS) with Pediatric Trials Network (PTN)
- iCAN hosting an educational booth with iCAN Youth Member survey at American Academy of Pediatrics (AAP) National Convention and Exhibits
- Jumo Health, Eli Lilly, and iCAN Youth Members partnered to review written content of comic books aimed at pediatric healthcare
- iCAN Chapters created unique scientific posters to share unique quality improvements and youth member participation at local sites.
- iCAN partnered with partners such as PRA Sciences, Eli Lilly, and Pfizer to gather feedback from youth members on a variety of topics
- iCAN Youth member hosted a booth and presented as a panel speaker at the Food and Drug Administration (FDA) Centers for Diseases and Radiological Health (CDRH)

iCAN Special Projects Sponsorship

- Recognition as a sponsor of iCAN through iCAN research media channels, our quarterly newsletter, and on our newly re-designed iCAN Website (iCANResearch.org).
  Media channels include:
  - Multiple iCAN Facebook Pages
  - Instagram
  - Twitter
  - YouTube
  - Linked-In

- Recognition at conferences and speaking engagements
  - Branded iCAN and sponsoring partner logo placement on table at conferences
  - Recognition at speaking engagements
  - Free conference registration at our annual global Summit for three (3) attendees (up to a $2,500 value)
  - Up to 2 direct input activities from youth members
  - Knowing you have made it possible for children & their parent/caregiver to attend speaking and educational opportunities. *(Each youth/parent travel expense is valued at $2,500 and we can only send kids through the generous support of our sponsors)*
- Networking and leveraging of the greater global medical community
- End of year thank you shared to our greater network of sponsoring and community partners identifying your logo and participation as a Special Projects Sponsor of iCAN

Visit our website at:
www.iCANResearch.org

Director: Amy Ohmer [redacted]
Email: amyohmer@icanresearch.org

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THIS CONSULTING SERVICES AGREEMENT (the "**Agreement**") is entered into on January 31, 2019 by and between:

Bammai Inc ("Consultant") Entity Address: 622 De Haro St San Francisco CA, 94107 A California Corporation	Foundation for Children, Inc. ("Company") 101 Oak Street Hartford, CT 06106 Address A Connecticut Corporation

Consultant and Company shall be referred to collectively as the "**Parties**," and individually as a "**Party**".

RECITALS

Whereas, Consultant has expertise and experience in Business Development and Global Go To Market strategies and desires to perform certain services for Company, in accordance with the terms and conditions contained herein. Please reference Exhibit A.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Company and Consultant hereby agree as follows:

1. **Consulting Period/Term.**

1.1. The Term of this Agreement shall begin on the date of signature completion by both parties (the "**Effective Date**") and continue for a period of eighteen months (hereinafter, the "**Term**"), unless sooner terminated in accordance with the terms and conditions hereof.

1.2. This Agreement may only be renewed upon mutual written agreement of the Parties.

2. **Definitions and Interpretation.**

2.1. In this Agreement, unless the context requires otherwise, capitalized terms shall have the meaning ascribed to them in this Agreement, the exhibit(s) to this Agreement (the "**Exhibits**"), the documentation provided with the related services which shall contain complete descriptive information (the "**Documentation**") together with schedules and attachments hereto, any written agreement between the Parties which is supplementary to or in amendment or confirmation of this Agreement as well as any statements of work (the "**Statement(s) of Work**" or "**SOW**") executed by Company or its Affiliates (defined as any entity that either controls, is controlled by, or is under common control with a Party. For purposes of the foregoing, "control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of that entity, or (ii) ownership in said entity, or (iii) the ability to direct the management or policies of the said entity by any means including shareholders' agreement, voting agreement or otherwise) in accordance with this Agreement).

2.2. In the event of a conflict between the terms of this Agreement and any attachments or other documents incorporated herein, the conflict shall be resolved in the following order of precedence: (a) the terms of this Agreement; (b) the terms of any attached Exhibits; and (c) the terms of a Statement of Work, including all attachments thereto, unless such Statement of Work specifically states, with reference to the applicable section of this Agreement, that a particular term(s) contained in the body of this Agreement shall be superseded by a particular term(s) in the applicable Statement of Work, in which case such term(s) shall be followed in resolving any inconsistencies.

3. **Consulting Services.**

3.1. During the Term, Consultant agrees to provide the services as required by and described in the Statement of Work as set forth in Exhibit A (hereinafter, the "**Services**") or as executed between the Parties from time to time. The Services shall be performed in accordance with this Agreement and the applicable Statement of Work. The Statement of Work may be amended from time to time upon mutual written agreement of the Parties.

4. **Compensation.**

4.1. In consideration of Consultant's full and timely performance of the Services, Company shall pay to Consultant the fees set forth in Exhibit A (hereinafter, the "**Fees**"). The Fees shall be paid in the manner and at the times set out in this Section 4 and Exhibit A. Unless specified, all compensation shall be paid in US Dollars.

4.2. Unless otherwise specified in Exhibit A, Consultant shall submit invoices to Company for amounts due under this Agreement once a month. All invoices shall set forth the date, hours and Services performed by Consultant and shall be submitted to the Company accounts payable address set forth by Company.

4.3. Invoices shall be paid within thirty (30) days of Company's receipt.

4.4. Upon prior mutual agreement of the Parties and as specifically set forth in Exhibit A, Company shall reimburse Consultant for Consultant's pre-approved expenses incurred in performing the Services. If an unanticipated need or expense arises, Consultant will seek pre-approval from Company on a mutually agreed upon price and payment terms. Any unanticipated costs will be invoiced separately utilizing a Change Order. Company is not obligated for any costs which have not been pre-approved and invoiced.

4.5. Unless otherwise specified in the Statement of Work, all rates and prices are inclusive of all applicable taxes and duties and such other like payments as may be payable under any applicable laws. Consultant shall be entirely responsible for payment of all applicable VAT, GST, consumption tax, service tax or other like taxes whether now or hereafter enacted, however designated, in accordance with general statutes and applicable tax law (hereafter "Taxes").

5. **Events of Termination.**

5.1. In the event either Party materially breaches this Agreement or any Statement of Work, which breach is not cured within thirty (30) days after written notice specifying the breach is given to the breaching Party, the non-breaching Party may (i) terminate this Agreement or any portion thereof or the applicable Statement of Work by giving written notice to the breaching Party; and (ii) pursue any and all remedies available subject to the provisions of this Agreement or the applicable Statement of Work. For avoidance of doubt, a Party may terminate this Agreement or the applicable Statement of Work immediately if the breach is incapable of being cured or remedied. In the event of termination by Company under this Section 5.1, Company may withhold any further payments or fees or permitted expenses due to Consultant hereunder.

5.2. Without limiting the foregoing, this Agreement may be terminated by either Party without cause at any time pursuant to sixty (60) days written notice. Upon notice of termination, Consultant shall stop the performance of all Services. Thereafter, Consultant shall submit promptly, but in no event later than thirty (30) days from the effective date of termination, its invoice directly related to unpaid Services previously accepted by Company, and Company shall be responsible only for payment of milestones achieved or Work accepted by Company under Exhibit A, and permitted expenses incurred by Consultant until the date of termination.

5.3. In the event of termination, Consultants' ongoing Advisory Fees for any Endowment(s), established by the Consultant, will remain in effect for the difference of seven (7) years minus any years already paid out under this current agreement. For illustration: Agreement is terminated three (3) years after an Endowment has been established. There will be ongoing annual payments for an additional four (4) years to the Consultant.

5.4. Either Party may terminate this Agreement immediately with notice, if either Party:

a) becomes insolvent or bankrupt, makes a general assignment for the benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, insolvency, or similar law, or has proceedings under any such laws or proceedings seeking appointment of a receiver, trustee or liquidator instituted against it.

5.5. Each Party's termination rights shall be without prejudice to the rights or claims it may have hereunder against the other with respect to its performance, non-performance or breach of obligations hereunder.

5.6. Obligations Upon Termination. Notwithstanding the expiry or termination of this Agreement for any reason whatsoever, this Section, and the provisions of Sections 6, **Error! Reference source not found.**, 6, 7, **Error! Reference source not found.** of this Agreement shall survive the Term of this Agreement, in addition to any other clause which survives by operation of law.

6. **Confidential Information.**

6.1. Consultant shall not disclose to any third party, any Confidential Information (hereinafter defined) that it receives from Company or otherwise in connection with the performance of this Agreement. As used herein, the term **"Confidential Information"** refers to any and all financial, technical, commercial, or other information concerning the business and affairs of Company, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans.

6.2. Confidential Information does not include information which:

a) becomes generally available to the public other than as a result of a disclosure by Consultant;

b) was available to a Party on a non-confidential basis prior to its disclosure by the other Party or in connection with the performance by such Party of its obligations under this Agreement; or,

c) becomes lawfully available to a Party on a non-confidential basis from an independent third party.

6.3. Consultant will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement.

6.4. Consultant further agrees to comply at all times with all security procedures in effect at Company' premises and externally for information belonging to Company or for which Company is responsible.

7. **Publicity.**

7.1. This Agreement shall not be construed as granting to Consultant any right to use any of Company or its Affiliates' trademarks, service marks or trade names or, otherwise refer to Company in any marketing, promotional or advertising materials or activities.

7.2. Without limiting the generality of the forgoing, Consultant shall not disclose:

a) the terms and conditions of this Agreement; and

b) the existence of the project or any contractual relationship between Company and Consultant except as is otherwise required or necessary to carry out or perform under this Agreement, and

7.3. Consultant shall not issue any publication or press release relating directly or indirectly without Company's prior written consent.

8. **Warranties.**

8.1. Consultant hereby represents and warrants to Company that it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Consultant and the performance of its obligations hereunder has been duly and validly approved and authorized by all requisite action on its part and no other corporate action of Consultant or action under applicable law is necessary to approve this Agreement or to perform its obligations hereunder. This Agreement constitutes valid and binding obligations of Consultant, enforceable against it in accordance with its terms.

8.2. Consultant hereby represents and warrants that neither Consultant's execution of this Agreement nor performance of Services will conflict with or be constrained by any prior or current agreement, relationship, restriction or arrangement, whether oral or written. Further, Consultant represents and warrants to Company that it is now under no agreement, or obligation, nor will Consultant enter into any agreement or assume an obligation during the Term of this Agreement and for a period of six (6) months thereafter that will, in any manner, interfere or represent a conflict of interest with Consultant's duties hereunder in connection with performance of the Services.

8.3. Consultant warrants that the Services and Work furnished under this Agreement, and the use thereof by Company or its Affiliates in accordance with the terms and conditions of this Agreement, will not infringe (whether directly, contributorily, by inducement or otherwise), misappropriate or violate any patent, trademark, copyright, trade secret or any other intellectual property right of any third-party, or violate the laws, regulations or orders of any governmental or judicial authority.

8.4. Consultant represents and warrants that its performance of any Services will be of a professional quality and in a cost effective manner, be provided by an adequate number of qualified individuals with suitable training, education, experience and skill in performing the Services, conform to the highest applicable industry standards used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality, and that its performance of the Services shall conform to the specifications and descriptions set forth in the applicable Statement of Work and any documentation provided by Consultant to Company related to the Services. Consultant further warrants that its personnel (if any) working on behalf of, or for, Consultant to provide the Services to Company as set forth in Exhibit A (hereinafter, "**Personnel**") will be bound by all terms and conditions contained in this Agreement and that Consultant shall be responsible for adequacy of the Work resulting from the Services furnished by any of the Personnel.

8.5. Consultant represents and warrants that Consultant, its Personnel, its subcontractors and its agents shall not make or offer to make any payment or gift directly or indirectly to any employee, officer or representative of any government, political party or candidate for political office under circumstances in which such payment could constitute a bribe, kickback or illegal payment under United States or applicable non-US laws, including but not limited to the U.S Foreign Corrupt Practices Act, the [Indian] Prevention of Corruption Act, 1988, the U.K. Bribery Act, and the Corruption of Public Officials Act of Canada (collectively, the "**Anti-Bribery Laws**").

9. **Relationship.**

9.1. Consultant shall be an independent contractor, and not an employee of Company, within the meaning of all international, national, provincial, federal, state and local laws and regulations governing employment insurance, workers' compensation, employer's liability, industrial accident, labor and taxes.

10. **Successors.**

10.1. This Agreement is personal to Consultant and shall not be assignable by Consultant without the prior written consent of Company, such consent not to be unreasonably withheld.

10.2. This Agreement may be transferred or assigned by Company, to a parent, subsidiary, successor, or Affiliate entity.

10.3. This Agreement shall inure to the benefit of and be binding upon Company and Consultant and their respective successors or assigns.

11. **Miscellaneous.**

11.1. All notices and other communications hereunder shall be in writing and shall be given (a) by hand delivery to the other Party, (b) by registered or certified mail, return receipt requested, (c) by overnight mail or (d) by electronic mail (with a copy sent via facsimile) postage prepaid (to the extent necessary), addressed as follows:

If to Consultant:

Bammai, Inc

622 De Haro St

San Francisco, California, 94107

If to Company

Foundation for Children, Inc

101 Oak Street

Hartford, CT 06106

Attn: Jillian Wood

or to such other address as either Party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when received by the addressee.

12. **Electronic Signature Acceptance.**

12.1. The Parties expressly acknowledge and agree: (i) a human readable electronic version of this Agreement containing the Parties' electronic signatures, or containing a mix of physical signatures and electronic signatures of the Parties (hereinafter, "**Electronic Signature**" or "**ES**"), shall constitute an original version of this Agreement; (ii) a Party's use of a key pad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into this Agreement constitutes that Party's signature as if it had manually signed the same; (iii) Company' or its designated third party Electronic Signature platform shall be accepted as a valid authentication technology; (iv) no certification authority or other third party verification is necessary to validate each Party's Electronic Signature; and (v) the lack of such certification or verification will not in any way affect the validity of that Party's signature or the enforceability of this Agreement.

13. **Construction and Interpretation of Agreement.**

13.1. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that this Agreement has been negotiated by the Parties, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it.

14. **Entire Agreement.**

14.1. The foregoing (and any attached Exhibits) constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to the subject matter hereof. This Agreement may be amended only by an instrument executed by Consultant and Company. This Agreement may be executed in as many counterparts as may be required, each of which when delivered is an original, but all of which taken together constitute one and the same instrument. This Agreement

may be executed by facsimile and the facsimile execution pages will be binding upon the executing Party to the same extent as the original executed pages. The executing Party shall provide originals of the facsimile execution pages for insertion into the Agreement in place of the facsimile pages.

IN WITNESS WHEREOF, the Parties hereto have caused this Consulting Services Agreement to be executed by their duly authorized officers or individuals on the date first set out above.

By: Foundation for Children, Inc.	By: Bammai, Inc
("Company")	("Consultant")
Authorized Signature	Authorized Signature
Jillian G. Wood, Executive Director	Mike Galvin, President
Name and Title	Name and Title
	2/7/2019

EXHIBIT A: Statement of Work
iCAN Statement of Work (SOW) with BAMMAI

January 18, 2018

Project name: iCAN Sponsorship Drive

Project Cost:
Performance Driven – details located in Project Cost Details

Project timeline:
Ongoing SOW until terminated per listed terms.

1) In case of termination, an advance notice of 60 days will be given to the other party.

Project Overview:
iCAN will contract with BAMMAI, under this SOW with sole purpose to raise funds for iCAN. The funding efforts BAMMAI will manage are focused on sponsorship and endowment engagements.

Project Outline:

1) BAMMAI will assist iCAN in generating funds via
   a) Corporate Sponsorships
   b) Philanthropic investors
   c) Government bodies
2) BAMMAI will create and execute against a marketing playbook, approved by iCAN.

Project Deliverables:

1) Sponsorships
   a) Develop a targeted sponsorship campaign no later than 30 days post signature. Includes developing the pitch and customizing the story for each target sponsor or region specific content.
   b) Execute against the plan and drive the active program to secure sponsorship across iCAN.
   c) Continual sponsorship engagement strategy covering new and renewal.
2) Endowments
   a) Funds for specific causes in which long term perpetual benefits can be secured

a. Database
   I. Create a database of new sponsor targets with details
      1. Contacts and roles
      2. What they sponsored and dollar amount
      3. Who is active/Not Active
      4. What they sponsored

Project Fee structure:

All fee percentages are relative to the specific annual fee in each case. The fees apply annually for all closed contracts and include contracted renewals or longer-term agreements.

1) Sponsorship: BAMMAI will target corporations and other organizations as per agreed strategy.
   i. All new sponsorships = 15% fee
   ii. iCAN can request support closing targets on their protected list = 7% fee

2) Endowments:
BAMMAI will target corporations and other organizations as per agreed strategy.
Ongoing Annual Advisory Fee as follows:
   i. 1st year Initial Endowment Investment = 2%
   ii. Each year thereafter = 1% of the Endowment Value for that year

iCAN named accounts:
iCAN will include its named/protected sponsors as a list here or attach as a separate document. BAMMAI will not contact these sponsors, unless iCAN provides approval for BAMMAI to do so.

Go To Market and defined list will be created jointly between both parties.

[redacted]

Initials: [redacted] Initials: [redacted]

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November 4, 2019

Jillian Wood
Executive Director
The Foundation for Children, Inc
83 Oak Street
Hartford, CT 06106

SUBJECT: LETTER AGREEMENT BETWEEN INTERNATIONAL CHILDREN'S ADVISORY NETWORK, INC ("iCAN") AND THE FOUNDATION FOR CHILDREN, INC ("FFC") FOR ORDERLY TRANSFER OF ASSETS TO iCAN AND TRANSITION SERVICES THROUGH YEAR-END AS iCAN SPINS OFF INTO SUCCESSOR ORGANIZATION

Dear Ms. Wood:

As you know, iCAN has operated as a project under FFC since late 2014. Over that period, iCAN has sustained significant repeated support from a variety of donors, has continued to expand membership through new chapters all over the world, and has carried out five successful international summits. With pledges received so far this year, iCAN is well positioned to fund our goal of getting kids where they need to be to have their voices heard and to host our 6th Annual International Summit in Lyon, France. The future of iCAN is bright, and the iCAN board of directors recognizes that it has grown beyond the original scope as an FFC project.

This letter serves as formal notification that iCAN has incorporated as a Georgia non-profit corporation and has begun the process to form our own independent 501(c)3. This new structure will allow iCAN to more efficiently and effectively fund chapter activities through local fundraising (under iCAN's 501(c)3) and local control of accounts while not creating administrative burdens on local chapters (like accounting, reporting, and tax filings). It will also facilitate better transparency of our financial position with our donors, chapters, and other stakeholders. The 501(c)3 will be filed as a successor organization to FFC since iCAN will assume all activities and assets related to iCAN from FFC, which we believe to represent over 25% of FFC's fair market value. This will in no way hinder FFC's ability to continue operation as an independent 501(c)3.

To facilitate the transfer of iCAN's assets, a transfer agreement must be put in place between FFC and iCAN. As you are well aware, we have been working together over the past few months to identify iCAN's share of FFC funds. While we have made progress, the iCAN board of directors has not yet reached a level of comfort that the allocations are correct or determined amounts that should ultimately be transferred to iCAN. It is the belief of the iCAN board of directors that each individual year of its existence finished with positive net assets and that its share of total assets could be as much as $150,000, if not more. However, iCAN is committed to allowing the process to continue so that we can all agree the correct amounts have been transferred. iCAN hereby requests the following:

- FFC transfers $25,000 into iCAN's Azlo account to fund summit deposits and business needs through the remainder of 2019. *Note that this is a minimal amount that iCAN believes it needs to carry out its business without placing undue strain on FFC operations. It does not represent an amount that iCAN believes to fully encompass its share of assets.*
- Once the final accounting is completed to each party's satisfaction, final asset amounts will be allocated appropriately.
- FFC continues to perform payroll functions for iCAN through the end of 2019 when such functions will be transferred to iCAN.

- FFC will immediately transfer to iCAN's Azlo account any future deposits intended for iCAN but received by FFC.
- FFC ensures that 2018 summit reimbursement of 10,200 GBP to Pam Dicks is completed and funded ASAP.

The International Children's Advisory Network, Inc. acknowledges and agrees to the terms requested in this letter agreement and requests that The Foundation for Children, Inc. sign and return the original to:

International Children's Advisory Network, Inc
400 West Peachtree St. NW
Suite 4-5027
Atlanta, GA 30308

With a copy emailed to jonhaygood@icanresearch.org

Sincerely,

[redacted]

Jon Haygood
Treasurer, iCAN

Acknowledged and Agreed on this 19 day of November, 2019 by Authorized signer for The Foundation for Children, Inc:

[redacted]

_____ Signature

Anton Alerte, MD
President, Foundation for Children, Inc.

Cc: Robert Dudley, Anton Alerte, Sandra Carbonari, Scott Schoem,
Charles Thompson, Leanne West, Christine Woods, Amy Ohmer, Chester Koh