# CONSTITUTION OF THE M3 USER ASSOCIATION

## 1. NAME

The name of the Association shall be called “M3 User Association”, “a company limited by guarantee” and not having share capital.

## 2. PURPOSE OF THE USER ASSOCIATION

2.1 The User Association is formed to look after the interest of its members with regard to the benefits provided by their association with INFOR and to encourage information exchange between its members.

2.2 The Association shall not be conducted for pecuniary gain or profit.

2.3 The Association shall fulfil its purpose by

a. Organising and conducting meetings for Users of Infor Software Systems

1. Organising and conducting services to the benefits of Users of Infor Software Systems. Such services will not conflict with products or services of INFOR.
2. Collectively formulating and presenting suggestions to INFOR for enhancement and improvements to the product services which will be of benefit to the majority of Users.
3. Co-ordinating the development of enhancement of the INFOR software with INFOR for the benefit of multiple customers.

2.4 The Association shall conduct its activities in accordance with the Memorandum of Association of the M3 User Association.

## 3 MEMBERSHIP

3.1 There are three levels of membership called full membership, associate membership, and third party membership.

3.1.1 Full membership will be available to any company, firm or individual who holds a INFOR Licence Agreement or a current Maintenance agreement or equivalent with INFOR, and has paid the Annual Membership Fee. (INFOR is a full member of the M3 User Association, subject to payment of the Annual Membership Fee).

* + 1. Associate membership will be available to any company, firm or individual who holds a INFOR Licence Agreement or a current Maintenance agreement or equivalent with INFOR.
    2. Third party membership will be available to any company, firm or individual who has applied for membership and been approved annually (by a 75% majority vote) by the Committee, and has paid the Annual Membership Fee.

3.2 Any Company or individual duly qualified for membership of the Association will automatically be added to the register of members, at the appropriate level.

* 1. Attendance of General meetings of the Association and other activities organised by the Association.

3.3.1 Full members may send delegates to any General meeting of the Association and to any further activity organised by the Association.

* + 1. Associate members may only send delegates to **one** General meeting of the Association and to any **one** activity organised by the Association. This is for the purpose of determining to join the Association as a Full Member.
    2. Third party members may send delegates to any General meeting of the Association and to any further activity organised by the Association, unless specifically excluded by the committee.

3.4 Only Full members have the right to vote at General Meetings and receive the benefits and information exchanged. Only Full members will have the opportunity to voice their opinions about the committee’s performance at the General Meetings.

3.5 Members shall lose its membership if the member shall cease their licence agreement with INFOR in respect of their system or INFOR Maintenance agreement or equivalent.

* 1. A member may terminate its membership of the Association by submitting advice for such termination in writing to the General Manager. Such advice shall be signed by the member and shall take effect from the day that the advice is received. In such an event, no part of the membership fee shall be refundable.
  2. Membership of the Association does not mean endorsement of the products or services of the member by the Association.

## 4. VOTING RIGHTS

4.1 Each fully paid full member may only exercise one vote per resolution at any General Meeting irrespective of the number of delegates which it sends to such General Meeting.

* 1. For the purpose of exercising its vote at the General Meeting as is provided in Clause 4.1 each full member shall nominate a voting delegate, that delegate shall be given a “Voting Card”.
  2. All resolutions, unless otherwise stated, are passed by simple majority of those voting.
  3. In the case of a tied ballot the chairman will cast the deciding vote.

## 5 MANAGEMENT OF THE ASSOCIATION

* 1. A General Manager will be appointed by the Steering committee, and (s)he shall be responsible for the management of the Association BUT SUBJECT ALWAYS to such matters of policy as may be determined by the Association from time to time in General Meetings.
  2. The General Manager must be independent of INFOR and any member of the Association. The General Manager will be remunerated as a percentage of the fees paid to the Association at a level to be agreed annually by the committee.
  3. In the management control of the affairs of the Association, the General Manager is vested with all the powers possessed by the Association. See Appendix 1.

5.4 The committee shall comprise:

a. Chairman

b. General Manager

c. Other Members

d. A Representative of INFOR

The maximum number of members on the committee is 12 including the officers. The INFOR representative will be present at a committee meeting by invitation and will be able to call upon specialists when required by the agenda. No business shall be transacted at any committee meeting unless a quorum is present. Four persons entitled to vote upon the business to be transacted, each being a committee member, or a proxy for a committee member, shall be a quorum.

5.5 Members shall be elected at Committee level to hold office for a three-year period, a Member shall be eligible for re-election. In the event of a vacancy on the committee, the committee members will be responsible to fill the vacant position temporarily until the next General meeting. Only one person from one company may sit on the committee at any one time.

5.6 There will be a minimum of 4 committee meetings a year.

5.7 At least ten (10) days written notice shall be given of the place, date and hour of any meeting of the committee and such notice shall be sufficiently served whether personally served, first class post, fax, or by e-mail.

5.8 Any notice of the meeting of the committee shall state the purpose or purposes for which such meeting is being called in the form of an agenda.

5.9 The members of the committee may waive the giving of due notice of any meeting of the committee provided that 75% OF THE MEMBERS OF THE COMMITTEE CONSENT TO THE WAIVE OF SUCH NOTICE.

5.10 An extraordinary meeting of the committee may be called by the chairman and one other member of the committee.

5.11 A majority of the members of the committee as constituted for the time being shall constitute a quorum for the transaction of business of the committee. A majority of the members present at any meeting of the committee shall decide any questions brought before such meeting except as is otherwise provided by the constitution.

5.12 Any member of the committee may resign at any time by giving written notice to the General Manager and such resignation shall take effect at the time specified therein and if such time is not specified then upon the acceptance by the committee of such resignation.

* 1. Other than the General Manager, no person shall continue to be a member of the committee after he/she ceases to be an employee of a member.
  2. At any meeting called for the purpose, the committee may, by a two thirds majority of members present and voting, remove from office any member of the committee, PROVIDED THAT on any vote for the removal of a member of the committee the vote of that member shall be excluded.
  3. The Association may only conclude agreements with third parties by virtue of a resolution passed by the Committee. The absence of such resolution cannot be objected to by and shall not affect third parties, without prejudice to the provisions of paragraph 5.16 of the Constitution.
  4. The Committee shall require the consent of the General Manager to pass resolutions for the conclusion of agreements to acquire, sell, or encumber property subject to public registration or the conclusion of agreements by which the Association binds itself as surety, guarantor or as joint and several debtor, warrants and performance by a third party or undertakes to provide security for third party debt.

## 6. FINANCIAL ARRANGEMENT

* 1. The Association is a non-profit making body.
  2. An annual fee will be charged for full membership of the association to any company, firm or individual who holds a INFOR Licence Agreement or a current INFOR Maintenance agreement or equivalent.
  3. An appropriate charge will be made for all services, products, and meetings (other than committee meetings) to cover costs.
  4. A premium will be charged to associate members for participation in Association activities.
  5. Infor Software agrees to assist the General Manager in any of the on-going activities, where requested.
  6. The liability of the Members and Committee is limited.
  7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company’s debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves**.** This contribution will be taken from the first fee of each member.

## 7. AMENDMENTS OF CONSTITUTION

* 1. Members shall be entitled to vote on any resolution for the amendment of this constitution provided that NO PROPOSAL FOR THE AMENDMENT OF THIS CONSTITUTION SHALL BE SUBMITTED TO THE MEMBERS OF THE ASSOCIATION UNLESS AT LEAST THIRTY (30) DAYS NOTICE HAS BEEN GIVEN TO THE MEMBERS OF THE ASSOCIATION AND AT LEAST 75% OF THE VOTING DELEGATES PRESENT AND VOTING APPROVE THE PROPOSAL.

## 8. PROTECTION OF TRADE SECRETS

8.1 Any resolution, motion, proposal or activity contemplated by the Association which, in the opinion of INFOR, pertains or affects directly or indirectly any trade secrets, property rights or proprietary information of INFOR shall be of no effect until it shall be approved in writing by INFOR.

* 1. The Association’s members reserve the right to protect, as they see fit, any trade secrets of their employing companies or institutions.

## 9. DISSOLUTION OF THE ASSOCIATION

* 1. Any member of the Association may resolve at any time to dissolve the Association PROVIDED THAT 75% of the members of the Association, entitled to vote agree thereto. In the event of Dissolution of the Association any surplus funds shall be donated to the Macmillan Cancer Relief (registered charity number 261017) of 89 Albert Embankment, London SE1 7UQ.

**Appendix 1**

***M3 User Association - General Manager***

**Reporting to the M3UA committee, the role of the manager, either employee or an external consultant, will cover all of the following:**

**Finance** - The administration involved in running a small company - raising revenue from members, signing purchase invoices, checking day-to-day operations. Preparation of annual accounts in association with a third party accountant.

**Operations**

Administer member database

Administer M3UA web site - currently use Community section of INFOR.com

Use of email and telephone for most member communications

Monthly report to the committee on progress

**Events**

Arrange Conferences and seminars in conjunction with the M3UA committee

 Financial calculation

 Design agenda

 Assign speakers

 Book speakers

 Book Venues, coffee and lunch and sometimes dinner

 Book hotel-rooms

 Produce invitation and agenda

 Email invitations and acknowledgements, chase members for registration

 Track the registrations

 Keep the speakers informed

 Summarise the seminar and check the finances

Arrange Focus Interest Group workshops (Competence groups):

 Design agenda, hire any external speakers

 Book Venue, coffee and lunch

 Book hotel-rooms

 Produce invitation and agenda

 Distribute invitation (e-mail)

 Register

 Acknowledge

 Produce and distribute notes

**Liaison**

Co-ordination meetings with INFOR

Committee-meetings - actively participate and help drive developments that will benefit member companies. Agree targets and objectives to demonstrate success of the role.

**Marketing and Business Development**

 Recruit new member companies

 Determine user views to initiate new developments

 Writing reports on new developments, various communications via email or web site

* Newsletter

 Represent the User Association at different events

 Visit new customers and prospective members to sell the benefits of joining the M3UA

 Development of Health Check & Benchmarking methodology.

At all times the General Manager must conform to the requirements of the Constitution of the Association.

**Appendix 2**

***INFOR – Geographical Areas***

**The current areas covered are:-**

**United Kingdom**

**Republic of Ireland**

**Holland**

**Belgium**

**Companies which are INFOR users, as per 3.1.1 of the constitution, from other countries, not listed above, may be invited to become members of the M3 User Association, ONLY at the specific request of INFOR.**

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