

# M3 User Association

Constitution (18<sup>th</sup> April 2019)

## 1. NAME

The name of the Association shall be the “M3 User Association” abbreviated as “M3UA”, “a company limited by guarantee” and not having share capital.

## 2. PURPOSE OF THE USER ASSOCIATION

2.1 The M3 User Association is formed to look after the interest of its members with regard to the benefits provided by their association with INFOR and the M3 ERP System and to encourage information exchange between its members.

### The M3UA Mission:

To help member organisations acquire knowledge and experience with M3 faster, and to promote changes in products and services related to M3 for the benefit of 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 M3 Software Systems
- b) Organising and conducting services to the benefits of Users of Infor M3 Software Systems. Such services will not conflict with products or services of INFOR.
- c) Collectively formulating and presenting suggestions to INFOR for enhancement and improvements to the products and services which will be of benefit to the majority of Users.
- d) Co-ordinating the development of enhancements to the INFOR M3 software with INFOR for the benefit of multiple customers.

### The M3UA Vision:

- Remain an independent association that is recognised for the significant value it provides all its members.
- Create and improve events and content that help members acquire knowledge and experience relating to M3 more quickly.
- Develop the M3UA culture of active participation, respect and trust, making it easier for members to share knowledge and experience.
- Recognise and celebrate the contribution of members who add significant value to the M3UA.
- Continue growing M3UA membership to increase the association’s collective knowledge and experience of M3.
- Consolidate member opinions and use them to influence changes in products and services for the benefit of all M3 Users.

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 an INFOR Licence Agreement, an INFOR Software Subscription agreement, or a current Maintenance agreement or equivalent with INFOR, and has paid the Annual Membership Fee. (INFOR is considered a full member of the M3 User Association, subject to payment of the Annual Membership Fee).
  - 3.1.2 Associate membership will be available to any company, firm or individual who holds a INFOR Licence Agreement, an INFOR Software Subscription agreement, or a current Maintenance agreement or equivalent with INFOR.
  - 3.1.3 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.
- 3.3 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.
  - 3.3.2 Associate members may only send delegates to meetings or activities of the Association when invited by the committee. This is normally for the purpose of determining whether to join the Association as a Full Member.
  - 3.3.3 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 membership of the Association if the member shall cease their licence agreement with INFOR in respect of their system, or INFOR Software Subscription agreement, or INFOR Maintenance agreement or equivalent.
- 3.6 A member may terminate 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, any invoiced membership fees become immediately due and no part of the membership fee shall be refundable.
- 3.7 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.
- 4.2 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”.
- 4.3 All resolutions, unless otherwise stated, are passed by simple majority of those voting.
- 4.4 In the case of a tied ballot the chairman will cast the deciding vote.

## 5 MANAGEMENT OF THE ASSOCIATION

- 5.1 A General Manager will be appointed by the Association 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.
- 5.2 The General Manager must be independent of INFOR and any member of the Association. The General Manager will be remunerated for their services to the Association at a level to be agreed annually by the committee.
- 5.3 In the management control of the affairs of the Association, the General Manager is vested with all the powers possessed by the Association. The scope of the role of General Manager is described in Appendix 1.
- 5.4 The Association Committee shall comprise the Association Board Members and the Association Steering Group Members:

### The Association Board:

- a. Chairman
- b. General Manager
- c. Treasurer
- d. Secretary

Members of the Association Board may not hold multiple roles on the board but may hold other roles as agreed by the committee.

### The Association Steering Group:

- e. Group Members
- f. A representative of INFOR

The maximum number of Group Members on the Association Steering Group is seven (7).

- 5.5 The role of Group Members shall be agreed by the committee and may change as required by the needs of the Association. Individual members of the committee including the Board may hold one or more Steering Group roles as agreed by the committee, such as:
  - a) Membership Secretary
  - b) Marketing and Communications Officer



- c) Web Manager
- d) Events Officer
- e) Special Interest Group Co-Ordinator

- 5.6 Members shall be elected to the Committee to hold office for a three-year period and are eligible for re-election. Specific roles of the elected Members on the Association Board and Association Steering Group as described in clause 5.4 and 5.5 shall be agreed by the committee at or before their first meeting following election and communicated to members immediately following such agreement.
- 5.7 In the event of a vacancy on the committee, the committee members will be responsible for filling vacant roles temporarily until the next General meeting.
- 5.8 Only one person from a Member company may sit on the committee at any one time.
- 5.9 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.
- 5.10 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.
- 5.11 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.

#### Committee Meetings

- 5.12 There will be a minimum of 4 Board meetings, attended by the Association Board, and 4 committee meetings, attended by the Association Committee (Board and Steering Group), each year.
- 5.13 At least ten (10) days written notice shall be given of the place, date and hour of any meeting of the board or committee and such notice shall be sufficiently served whether personally served, first class post, fax, or by e-mail.
- 5.14 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.
- 5.15 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.
- 5.16 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.
- 5.17 An extraordinary meeting of the committee may be called by the chairman and one other member of the committee.

- 5.18 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 Clause 5.19 of the Constitution.
- 5.19 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

- 6.1 The Association is a non-profit making body.
- 6.2 An annual fee will be charged for full membership of the association to any company, firm or individual who holds an INFOR Licence Agreement, an INFOR Software Subscription agreement, or a current INFOR Maintenance agreement or equivalent. The same annual fee will be charged for third party membership of the association to any other company approved by the committee.
- 6.3 An appropriate charge may be made for services, products, events and meetings (other than committee meetings) to cover costs when deemed necessary by the committee. Services may include promotional opportunities at Association events (sponsorship) and participant registration fees.
- 6.4 A premium may be charged to associate members for participation in Association activities.
- 6.5 The liability of the Members and Committee is limited as described in the Memorandum of Association of the M3 User Association:

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

- 7.1 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.

- 8.2 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

- 9.1 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.

- 9.2 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 M3 User Association Board, the role of the manager 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 and Community section of INFOR.com
- Use email and telephone for member communications
- Prepare monthly report to the committee on progress

#### Events

Arrange Conferences and seminars in conjunction with the M3UA committee

- Financial calculation, event budgets
- Design agenda, assign & book speakers
- Book venues, food & beverage, hotel-rooms
- Produce and send invitation and agenda
- Publicise and promote events as necessary
- Chase and track registrations
- Summarise events and check actual costs and revenues against budget

Arrange Focus and Special Interest Group workshops as proposed by Members

- Design agenda, hire any external speakers
- Book Venue, food & beverage, hotel rooms, or Webex meeting
- Produce and send invitation and agenda

- Publicise and promote events as necessary
- Chase and track registrations
- Summarise events and check actual costs and revenues against budget
- 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

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

## Appendix 2

### Geographical Areas

The current geographical areas covered by the M3 User Association are:-

- United Kingdom
- Republic of Ireland
- Holland
- Belgium
- Luxembourg

Full membership of the association is offered to all qualifying companies with an INFOR Licence Agreement, an INFOR Software Subscription agreement, or a current Maintenance agreement or equivalent with INFOR, in the countries specified.

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 when approved by the Association Committee.

Approval can be granted to qualifying companies where subsidiary or satellite operations with employees using M3 are within the geographical areas covered, or where employees of the company using M3 wish to participate in M3UA activity for reasons of convenience or language.

The Association welcomes application for membership from companies who are already registered as members of other regional M3 User Groups.