

# Constitution

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## **1. Background and Outline of Solas Network**

The Solas Network Cluster (“SOLAS”) was formed to foster and assist young companies within the Munster region, in particular by providing a forum to network and obtain free expertise. The initial formation was assisted by the support of EI, GEP, Rubicon Centre and FAS, and directed by a steering committee consisting of nominees from the initial discussion group meetings. (See App 1)

Electing an executive consisting of Chair, Vice - Chairperson and Treasurer, this steering committee was responsible to create and administer a successful network, that can deliver on the principles as outlined by potential members during the discussion group meetings of 04<sup>th</sup> & 05<sup>th</sup> December 2008. Their aim has been to deliver such a functional (If not complete) network, to an applicable members group for ratification and formal acceptance not later than 12 months after its inaugural meeting on 10 December 2008.

## **2. Objectives and Principles:**

SOLAS aims to facilitate mutually beneficial support for knowledge based, locally owned, Small & Medium Enterprises (SME's) in the Munster region by providing:

- a. A forum which allows the sharing of knowledge, expertise, business experience, and resource.
- b. For the facilitation of specific sector discussion groups.
- c. Peer or external expertise.
- d. Publication of appropriate information.
- e. Nurture mutually beneficial networking, but preventing inter-member hard selling.
- f. Representation for the group in dealing with external bodies, specifically government agencies.
- g. Assistance to potential start-up enterprises.

### **3. Membership:**

The following is an indicative list of requirements for applicants:

- Munster Based enterprise
- Innovative, Knowledge or Technology based
- Export Potential (Products or Services)
- Employment growth potential
- Participated in start-up support programs
- Local independent ownership

This list is not expected to be exhaustive or absolute; the aim is to support locally small & medium business and similar start ups where possible, all applicants will be reviewed by the Governing Body. Their decision on the matter is final.

Application for membership:

1. Submit completed application form (online or hard copy), with appropriate fee to SOLAS.
2. Review will be completed at next available committee meeting.
3. Decision will be communicated in writing to applicant.
4. Rejected applicants can appeal decision, by submitting a written appeal document outlining reasons why they believe that they should be allowed membership. This document should be sent to the following address:

Membership Officer, Solas Network Cluster, Rubicon Centre, CIT Campus, Bishopstown, Cork, Ireland.

This appeal, will be reviewed by the full committee, whereupon a final decision will be made.

5. Rejected Applicants cannot re-apply within 12 Months.

SOLAS reserves the right to refuse any applicant who is deemed unsuitable by SOLAS at its sole discretion.

Applicant for membership are expressively agreeing to abide by the governing rules as laid out in this constitution and to all decision of the Governing Body. Should a member be reported for breach of these rules or the ethics and principles of SOLAS, the Governing Body will conduct an inquiry and decide appropriate action. This action may include reprimand, up to and including suspension or expulsion from SOLAS, without refund.

Membership fee shall be as follows:

- First Year – Free of Charge.
- Subsequent years - €300 or as set down from time to time by the Governing Body.

#### **4. Code of ethics:**

All members are expected to conform to the code of ethics, and principles of SOLAS, as follows:

- a. Participate in the concept of mutual support by providing information, advice, knowledge and expertise to fellow members without charge.
- b. Members should use their skills and expertise for the common good of SOLAS and its members.
- c. Behave with respect and integrity when dealing with fellow members, and the public in general.
- d. Provide information accurately and truthfully at all times.
- e. Respect the confidentiality of all information gained through SOLAS, particularly information pertaining to any other enterprise within the group.
- f. Members shall respect competitors, who may be fellow members, and not use the group in any way to gain a competitive advantage or damage the reputation, employment or livelihood of other members.
- g. Members shall not represent the group (to the press or otherwise), without the express permission of the Governing Body.
- h. To report to the Governing Body conduct of any other member who may be in breach of the ethics or principles of SOLAS.

#### **5. Governing Body:**

SOLAS will be managed by a Governing Body, consisting of the following specific functions (and such other officers as the Governing Body or the Members may from time to time elect):

- Chairperson Max 1 Yr Term.
- Vice - Chairperson Max 1 Yr Term.
- Treasurer Max 1 Yr Term.
- Events Officer Max 2 Yr Term.
- Membership Officer Max 2 Yr Term.
- Web Page and Web Forum Officer Max 2 Yr Term.
- Public Relations Officer Max 2 Yr Term.

Officers will be elected to the Governing Body by secret ballot at the AGM.

A person seeking election to the Governing Body must be a full member of SOLAS.

An Governing Body meeting shall be convened by the outgoing committee, within 14 days of the AGM, all vacating members will relinquish their positions, provide all necessary and relevant information, and leave the meeting. The incoming committee will elect Chairperson, Vice - Chairperson and Treasurer, from amongst their number. If there is more than one candidate for a position, then a public ballot shall be used.

Executive positions of Chairperson, Vice - Chairperson and Treasurer, can only be elected from members who served on the previous committee. If the number of such members is not sufficient, then candidates can be accepted from incoming officers.

The chairperson is responsible to assign candidates into vacant positions within the committee, the chair's decision is final on this matter. The chairperson can change officer positions within a term.

Should an Governing Body member stand down within the term, it is the responsibility of the chairperson, to re-assign the office, or call an EGM. No member can hold two offices, unless all members of the committee hold at least one.

A member cannot serve longer than 3 years (2 years as officer, and 1 Yr as an Executive) on the committee, without standing down for at least 2 years, whereupon they are eligible for re-election.

Members of this committee shall stand for the duration of one year (maximum of 14 days after subsequent AGM), unless they resign, or are removed by a majority vote at an EGM.

It is hoped that the committee will attain new officers each year, but also retain some continuity. In keeping with this aim, and for the first committee only, the Membership and Public Relations Officers will have a maximum term of one year.

Sub Committees:

The Governing Body alone, have the right to appoint sub-committees. These appointments must be ratified each year, by the incoming committee at the first meeting. The Chairperson, Vice - Chairperson and Treasurer shall be ex-officio members of all sub-committees.

## **6. Meetings of the Governing Body:**

Committee meetings should be held at least monthly or more frequently if required. Meeting dates should be confirmed in advance by the chairperson.

- a. Meetings are considered valid if all the following criteria have been met:
  - i. All committee members informed of meeting date, time and venue, seven days prior to meeting.
  - ii. Minimum of five committee members present.
  - iii. Chairperson present or has nominated a substitute in writing to the Vice - Chairperson.
  - iv. Minutes taken. (Vice - Chairperson or nominated alternate)
- b. Agenda should be published at least one week prior to the meetings where possible. Agenda should be compiled by the chairperson, and Vice - Chairperson.
- c. Any committee member can propose an item for agenda, which must be included if seconded by two other committee members.
- d. Minutes for the previous meetings should be ratified as first order of business.

- e. Provision must be made to allow committee members raise non agenda items.
- f. The Governing Body should aim to reach a consensus, if this is not possible an open ballot should be used, where the chair has a casting vote if required.
- g. Extra-ordinary meetings can be held, at two days notice, at the discretion of the chairperson. However all officers must acknowledge receipt of invitation, and their intention on attendance to the Vice - Chairperson. Minutes of EGM's must be ratified at regular committee meeting.

## **7. Business of the Governing Body:**

The Governing Body must conduct all business with the utmost integrity, and cannot allow personal business interests to influence any decision.

Officers must declare to the committee any association with a company who has tendered for business to be awarded by SOLAS. This association includes but is not limited to the following, complete or partial ownership, member of the board, a direct family member is complete or partial owner, consultant to that company, or likely to gain financially from the success of the tender. Failure to do so, will be considered a breach of the ethics of SOLAS, and dealt with as per procedure outlined in section 4.

Authorisation of spend less than €100.

Requests for spend less than €100 can be made directly to the treasurer. Authorisation to spend, and approval to pay can be made by treasurer or chairperson. The treasurer must present summary of all such payments at the next available meeting of the Governing Body.

Authorisation of Spend above €100 (excluding Salaries or wages):

- A minimum of three quotes to be obtained
- Summary of all quotes, with details on three quotes to be presented to Governing Body meeting, with a recommendation. Agreement to be reached by consensus or vote as required.
- Purchase order to be raised and signed by requesting officer and the treasurer. No officer can commit to contract work which is likely to exceed €100 without obtaining a completed and signed PO.
- Payment must be authorised by signature of Treasurer and one other member of the executive.
- Contracts awarded that will require ongoing payment, cannot extended beyond twelve months in duration. These contracts must be re-authorised, using the process outlined above.

Authorisation of Salaries or wages:

- Payment of regular salaries or wages as per employment contracts can be authorised and approved for payment by the treasurer and one other member of the executive.
- New hire of personnel or Salary increase must be reviewed and approved by the committee.

## **8. Annual General Meeting (A.G.M.)**

An Annual General Meeting of the Network shall be held in each calendar year (excluding , as arranged by the Governing Body. Discretion is allowed on the timing but it cannot be more than fifteen calendar months, after the previous meeting or not more that eighteen months since the incorporation of the company in the case of the first Annual General Meeting.

Notification shall be sent to all members, at least 21 days prior to the meeting date. This notice shall include the following:

1. Date, Time and Venue of the AGM.
2. A list of the current officers, their positions, the duration of office and eligibility for re-election.
3. Invitation for candidates to the committee.
4. Any Motions or Constitution Amendments which are to be discussed.

The following business shall be transacted at the A.G.M.:

1. Minutes of the previous A.G.M.
2. Annual Report by the Chairperson
3. Financial Statement
4. Election of Governing Body members
5. Notice of Motions or Constitution Amendments
6. Any other Business

Nominations for election to the Governing Body:

Any member wishing to go forward for election to the Governing Body, must complete the following:

- Return a completed nomination form, to the Vice - Chairperson, at least 14 days prior to the meeting. This form requires the nominee to be proposed and seconded, by two other members of SOLAS.
- Return a relevant CV to the Vice - Chairperson, for publication to all members.
- Present themselves at the AGM.

Should the number of nominees exceed the number of vacant positions, a secret ballot (one man, one vote) will be held at the AGM. The results of the election will be announced at the AGM. The successful nominees will remain in waiting until the subsequent Governing Body meeting.

## **9. Extraordinary General Meeting (E.G.M.)**

An EGM is required, should one or more of the following criteria be fulfilled.

- If deemed necessary by the chairperson.
- If deemed necessary, by 70% or greater majority of the Governing Body.
- Member submission, complete with forty member co signatures, and €250 in fees.

Notification shall be sent to all members, at least 14 days prior to the meeting date. This notice shall include the following:

- Date, Time and Venue of the EGM.
- The reason for the EGM, in the form of a motion to be discussed.

The following business shall be transacted at the EGM.:

7. Chairpersons address
8. Motion to be discussed.
9. A.O.B.

The minutes of all EGM's shall be recorded and published for all members.

## **10. WARRANTIES, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY**

Whilst every effort will made to ensure the accuracy of the information, advise and materials provided by or through the Network , SOLAS, its servants or agents assume no responsibility for and give no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of any information, advice or recommendation provided directly by SOLAS or received by any member from any other member of the network and SOLAS shall have no liability whatsoever arising from any such errors or omissions.

The member hereby waives all claims howsoever arising against SOLAS and undertakes not to pursue any action or legal proceedings against SOLAS.

To the extent permissible by law, SOLAS'S liability to the Member in respect of any claim whatsoever shall not exceed and shall be limited to a maximum amount equal to the most recent annual subscription fee paid by the Member to SOLAS.

## **11. WEBSITE USE**

All Members agree to adhere to and be bound by the Terms of Use (whether general and specific to Members) of the SOLAS Website and any amendments thereto (a current copy of which are attached hereto at Appendix 2).

## 12. Adoption and Amendments to the Constitution.

This constitution shall be considered enacted for the governance of the SOLAS, if a formal adoption vote of all members in waiting is passed, at the SOLAS inaugural meeting. This private ballot vote must reach an 80% majority. Upon reaching such a conclusion the presiding chairperson shall formally enact the constitution by signing the document.

Amendments may only be made after a minimum of 60% of attending members at an AGM or EGM vote in favor of same.

These amendments must be presented in the form of a motion, complete with re-drafted constitution. Allowance will be made to re-draft during debate, but votes can only be taken on actual worded amendments.

This constitution is valid from its enactment date until dissolution by a presiding Governing Body. This event, can only occur should one or all of the following criteria be fulfilled:

- 80% of members vote in favor of dissolution, at an EGM or AGM
- Membership falls below fifteen people and the Governing Body vote in favor of dissolution.
- Failure to hold an AGM within the prescribed timeframe.

In the event of such a decision, it is the responsibility of the sitting Governing Body, to properly dissolve the SOLAS within 30 days.

This constitution is deemed enacted for the governance of Solas Network Cluster as of \_\_\_\_\_, as confirmed by

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Chairperson Solas Network Cluster Steering Committee

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## **Appendix 1**

### List of Original Steering Committee Members

Rory FitzPatrick - Chairperson

Sean Cronin - Secretary

Ciara Crossan - Treasurer

### Committee Members:

Larry Murphy, Tom Delahunty, John O'Donoghue, David McAvinue, Diarmuid Wrenne

## Appendix 2

### Terms of Use of SOLAS Website

#### General Terms of Use

It is hereby acknowledged and accepted by any user of this site that Solas Network Cluster Limited (hereafter referred to as “Solas”) provides general business information (including information related to selected member businesses) as well as a discussion and comment forum through this website free of charge and without consideration from the user, Whilst every effort has been made to ensure the accuracy of the information and material contained on the web site, Solas, its members, servants or agents assume no responsibility for and give no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided on the web site and do not accept any liability whatsoever arising from any errors or omissions. It is hereby further acknowledged and accepted by any user of this site that these Terms and the waivers and limitations of liability contained herein are a material inducement to Solas in providing the service to the user free of charge and that no duty or responsibility is owed to said user. The user accepts that it is for the user to decide whether or not to contact or retain any commercial entity, business person or other service provider detailed or referred to on this site and any dealing with such party is a matter between the user and such commercial entity, business person or other service provider. Solas, its members, servants or agents assume no responsibility for and give no guarantees, undertakings or warranties concerning the quality or otherwise of any work ultimately carried out or service provided by any commercial entity, business person or other service provider referred to on this website and Solas, its members, servants or agents does not accept any liability whatsoever arising from any such work or service.

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All users are deemed to agree, undertake and acknowledge:

- Not to use the site fraudulently or illegally.
- Not to disclose information which may be deemed obscene, offensive discriminatory, racist, defamatory, libellous, indecent, inappropriate threatening or otherwise objectionable
- Not to disclose information which is otherwise private, protected by privacy laws, subject to copyright or patent.
- Not to disclose information for which you have no right to disclose.
- Not to disclose information which may be deemed commercially sensitive.
- Not to advertise solicit or conduct a survey.
- Not to Interfere with, or attack Solas site operation.
- Not to consciously provide any means of cyber attack tool, includes but not limited to virus, Trojan horse, or worm.
- That the information provided by Solas and Solas members is for information purposes only, and does not constitute advice, whether professional, medical or of any other nature.

- That Solas Network retains the right to remove or block any information from the site, at the sole discretion of Solas, and that no guarantee of publication exists between any users and Solas
- That Solas may disclose all information available to it, to any third party, (including Garda Siochanna) in the event that it is required to do so by law or it is otherwise required to do so to protect Solas.
- That by providing information on or to the Solas Website, the provider grants Solas a worldwide, royalty free, nonexclusive, unrestricted, sub-licensable, perpetual, irrevocable license to use this information (in whole or part) in any Solas publication or otherwise in the course of conducting Solas business.

## **MONITORING**

Solas retains the right to monitor web activity, but are not obliged to do so. It is our express desire to ensure that no user shall experience any content which is deemed in any way offensive, however should this happen, you are requested to contact Solas Administration immediately to report the incident. Solas will remove any content which it deems to be offensive in any way.

Should a user feel that information provided is in breach of copyright, or damaging to the legal and or financial rights of any individual or company please report same to the Solas administrator immediately

## **INDEMNITY**

The user hereby agrees to indemnify and hold Solas harmless (on a full indemnity basis) against and harm, loss, claim, legal action, damage or other injury caused by the user, resulting the user's actions or its use of the website.

Use of this site, is deemed as acceptance that you will defend, indemnify and hold harmless Solas, its affiliates, supplies and members and all partners, employees, representatives and agents, from all claims, losses, costs, damage, liabilities and expenses arising from the following;

- Any improper or unauthorised use of material provided by you.
- Allegations that or consequence of, your unlawful conduct.
- Allegations that or consequence of, your breach of copyright, patent, intellectual property, or other privacy law.
- Allegations that or consequence of, your breach of this agreement.
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## **LIMITATION OF LIABILITY**

To the extent permissible by law Solas's maximum liability to any user in respect of any claim whatsoever shall be limited to €1.

**SEVERABILITY**

Notwithstanding that any provision of this agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

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These Terms are governed by, and shall be construed in accordance with, the laws of Ireland. The courts of Ireland have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this these terms and/or the parties hereto and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Ireland.