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## Constitution of NASEMBA Business Alliance

### PRIMARY OBJECTIVES

1. NASEMBA Business Alliance (the Alliance) is a subsidiary of League of Florida Orchestras, Inc. and functions an unregistered association of small, micro-enterprise, and emerging market businesses to create an environment conducive to the growth and development of small businesses by advocating initiatives that help fund these businesses and reducing the number of first-year small business failures by networking entrepreneurs, forming alliances that immediately identify resources and inviting community development venture capital.
2. The Cora Cuff Fund is a self-governed, donor-advised funding source providing grants, matching funds, micro-loans and scholarships to members of the Alliance's private financial network
  - a) providing a base of support and helping members share information, assist in day-to-day management, and provide access small business development resources.
  - b) to provide a platform whereby members may exchange information about themselves, their products, services and their areas of expertise with potential customers seeking their services;
3. Develop Blossom Ridge, L.P. as a Crowdfunded Global Real Estate Investment Trust (REIT) to invest in a broad range of distressed investments, real estate holdings, new business ventures, and assets of undervalued companies.
4. Endorse the use of ConcinTel Mobile Cultural Capital Marketplace® as the exclusive reward-based commerce platform to encourage the systematic fair market exchange of goods and services between its members.
5. Act as an advocate before local, state, and federal government on behalf of small, micro-enterprise, and emerging market businesses for the development of resources that will assist and support startup businesses and circulate funds continually throughout the community to stimulate economic growth therein by:
  - a) raising the awareness of the potential of emerging market businesses, to assist members in achieving their goals.
  - b) enabling members to participate in the process of business development by involving them in the political process that shape public policies which affect them and their businesses.
6. The Alliance may carry out any lawful activity – which in the opinion of its members or of those they elect to act on its behalf – will help it to achieve the above objectives.

## **MEMBERSHIP FEES**

5. Annual membership fees are as follows:
  - a. ConcinTel Community Membership – \$49.00
  - b. Basic Membership – \$149.00
  - c. Certified Greatness Coach/Virtual Incubator Program (VIP) Membership – \$649.00
  - d. Certified Master Greatness Coach/Corporate Executive Membership – \$1,649.00
  - e. Corporate Donor Membership – \$6,649.00
6. All membership fees collected shall be used to cover operating expenses and administrative costs.
7. All membership fees (except lifetime memberships) are due in full at the beginning of the yearly enrollment period (anniversary) and past due 15 days after the enrollment date.
8. All funds collected in excess operating expenses and operating costs shall be transferred into The Cora Lee Cuff Fund and disbursed at the discretion of the NASEMBA Business Alliance Steering Committee.

## **MEMBERSHIP**

9. Membership in the Alliance is open to any person or corporate entity that falls in the category of small, micro-enterprise, or emerging market business or that has a sincere interest in entrepreneurship or supporting the entrepreneur who owns such a business, and which subscribes to the rules of the Alliance and the provisions of this constitution:
  - a) individuals, including would-be entrepreneurs, corporate executives, and employees of corporations or NASEMBA members, may join as Basic Members;
  - b) individuals desiring to participate in or host a NASEMBA Giving Circle, become affiliates of the Alliance while earning residual commissions and bonuses, may join as Independent Consultants and serve as a Certified Greatness Coach to offer entrepreneurs the benefits of NASEMBA membership while using the small business supportive services provided by the Alliance and its affiliated members. All affiliates must agree to the conditions of the Independent Consultant's Agreement;
  - c) corporate executives or companies that provide any products or services to NASEMBA members or desiring to further the mission and goals of NASEMBA by providing funding to support any of our business development initiatives, may join as Corporate Executive Members.
10. All applicants for Independent Consultant and Corporate Executive Membership shall be required to formally sign the NASEMBA Code of Practice for Members of the Alliance, which appears as a preface to this Constitution, on behalf of their organization.
11. Independent Consultants and Corporate Executive Members agree to take full legal responsibility for all information distributed by them, their staff and volunteers through the Alliance and agree to the absolute prohibition of sexually, religiously or racially abusive material in such media.

12. Independent Consultant and Corporate Executive Members agree that the information that any Member originates and communicates via the communication channels of the Alliance shall remain the property of that Member, while the Alliance has the right to store, distribute and destroy such information without any payment or further permission in any form it sees fit so long as its origin is always recognized and its textual content is not altered.
13. Corporate Executive Members may nominate in writing up to three other representatives who may act for the organization in the dealings of the Associates. Such representatives must be a Basic Member of the Alliance at a minimum and also act in accordance with the rules of the Alliance and in particular will take responsibility for keeping in confidence any passwords they may be given enabling them, on behalf of their organizations, to access and alter information about their organization which may be held in the NASEMBA Business Alliance database.
14. Independent Consultants and Corporate Executive Members shall abide by the rules of the Alliance which shall be agreed from time to time in General Meeting.

### **PAYMENTS**

15. An Independent Consultant or Corporate Executive Member must pay any money he, she or it owes the Alliance by the due date unless he, she or it has made alternative arrangements with the Steering Committee.
16. No Independent Consultant or Corporate Executive Member may receive any payment from the Alliance except as fees, wages, bonuses, pension contributions due to the Independent Consultant or Corporate Executive Member for work carried out for the Alliance or on its behalf or as repayment for any expenses incurred on such work or as repayment of loans made by Independent Consultant and Corporate Executive Members to the Alliance.

### **ACCEPTANCE PROCESS**

17. The first members of the Alliance shall be those people who accept an invitation from the founding members to sit on the Steering Committee and subscribe to the articles of this constitution.
18. Members invited to the Steering Committee must become lifetime members prior to final acceptance to the Steering Committee.
19. Members of the Steering Committee will then govern the Association in accordance with this constitution and the NASEMBA Code of Practice for Members of the Alliance and will determine ancillary the duties and structure of the Steering Community.
20. Subsequently individuals and organizations wishing to join the Alliance shall apply in writing by completing the appropriate applications and submitting them to the Steering Committee which shall decide whether to accept such applications.

## **CESSATION OF MEMBERSHIP**

21. An individual or organization shall cease to be a member if:
  - a) It fails to pay applicable annual membership fee.
  - b) It resigns in writing.
  - c) It or any of its staff or volunteers acting on its behalf is found by the Alliance in General Meeting or by any committee or sub committee established by the Steering Committee to have acted in serious breach of the rules of the Alliance or of this constitution including any and all annexes thereto.
  - d) It is expelled by a Special Resolution of the Alliance.
  - e) It ceases to exist or becomes insolvent.
22. No person upon cessation of membership of the Alliance has any right to any share of the property of the Alliance save for any monies or commissions owed for work carried out on behalf of the Alliance or loaned to it for any purpose, such monies being payable by the Alliance thirty days after the cessation of membership.
23. Subject to the provision of article 36 of this constitution, cessation of membership by one or more members shall not determine the association between the remaining members.

## **AFFILIATION**

24. Membership-based organizations from the private and public sectors may apply to the Steering Committee to affiliate to the Alliance, whereupon the Steering Committee shall judge such application according to criteria which it shall determine and make known.
25. Affiliated organizations may, subject to the rules and constitution of the Alliance, participate in the activities of the Alliance but have no right to any vote in any of its deliberations.

## **GENERAL MEETINGS**

26. General Meetings shall normally be held quarterly and all members of the Alliance shall be notified of the date and time of the meeting at least one week in advance except in the case of the Annual General Meeting and of General Meetings where a Special Resolution is to be considered in which case notification of the meeting and the text of any Special Resolution to be considered shall be given in writing at least fourteen days prior to the date of the meeting.
27. The purpose of an ordinary general meeting is to receive information about the running of the Alliance, to discuss issues raised by the Steering Committee or by Independent Consultants or Corporate Executive Members and to form and develop the policies of the Alliance. Any Independent Consultant or Corporate Executive Member wishing to propose any matter at a general meeting should give at least twenty days written notice to the Alliance giving details of their proposal. Such member will, when proposing such business at the general meeting, require it to be seconded by two other members in attendance.

28. The Quorum for a General Meeting is six or fifty percent of the membership, whichever is the lesser.
29. Decisions are taken by majority vote. In the event of any equality of votes the decision shall be deferred to another General Meeting to be held within one month. If at this next meeting, there is still an equality of votes the Chairperson shall have and shall use a casting vote.

### **SPECIAL RESOLUTIONS**

30. Any resolution intended to change the constitution of the Alliance (including any and all annexes) or the membership of the Steering Committee between Annual General Meetings or to expel a member according to article 19(c) above shall be regarded as a Special Resolution.
31. A Special Resolution must be supported by at least three quarters of those present who are entitled to vote.

### **ANNUAL GENERAL MEETINGS**

32. Within eighteen months of the adoption of this constitution and within each calendar year thereafter the Alliance shall hold an Annual General Meeting.
33. The purpose of the Annual General Meeting will be to:
  - a) Approve the accounts of the Alliance.
  - b) Elect a chairperson for the Alliance for the coming year.
  - c) Elect a Steering Committee for the following twelve months.
  - d) Elect from within the membership of the Steering Committee a person to act as a Secretary to the Alliance over the same period.

### **SECRETARY**

34. The role of the Secretary is to:
  - a) Keep an up to date register of the members of the Alliance,
  - b) Give due notice of meetings of the Alliance,
  - c) Ensure that a proper record of General Meetings and of all resolutions and Special resolutions put to such meetings is kept.

### **STEERING COMMITTEE**

35. The Steering Committee shall consist of the representatives of not less than five and not more than twelve members of the Alliance who have been elected to the Committee by the membership in General Meeting, or who have been co-opted by the Committee in the period between elections.

36. Unless they resign, are removed by Special Resolution or cease for whatever reason to be the representative of a member of the Alliance, members will serve on the Committee until the next Annual General Meeting.
37. Members of the Steering Committee may at the end of their period of office stand for reelection.
38. The Steering Committee is responsible for managing the affairs of the Alliance within any limit which may be set by the membership as a whole in General Meeting and for implementing the policies of the Alliance.
39. The Steering Committee is in particular required to ensure that the finances of the Alliance are properly managed and that accurate records of all transactions entered into by the Alliance are maintained and available for inspection by any member. The Steering Committee shall ensure that all checks issued by the Alliance are signed by the person or persons it decides to authorize as signatories for checks.
40. Members of the Steering Committee may act as representatives of the Alliance where called upon to do so. Where a member of the Steering Committee holds a titled position within the Committee (for example: Chair, Treasurer) over a period of three months or more, this same title shall apply for all the Alliance's dealings.
41. Members of the Steering Committee who have paid reasonable attention to their duties shall not be liable for any loss to the property of the Alliance caused by any mistake or omission made in good faith.
42. The Steering Committee shall take its decisions by consensus among those participating. Two thirds or three members of the Steering Committee, whichever is the lesser, shall participate in each decision. In the absence of consensus on any issue, the issue in question should be brought to the next General Meeting of the Alliance for discussion and decision.

## **POWERS**

43. Members of the Alliance may in General Meeting authorize the Steering Committee or Independent Consultant or Corporate Executive Members to apply for funding or facilitate the implementation of funding initiatives on behalf of the Alliance in accordance Board of Trustees of the Cora Lee Cuff Entrepreneurial Fund.
44. No member either singly or with others shall make any commitment on behalf of the Alliance or spend its money without such authorization and if they do the members of the Alliance shall have the option of repudiating that commitment or expense and require the member or members to take responsibility for what they have done and to indemnify the Alliance against all liabilities arising from their actions.

## **DISSOLUTION**

45. In the event that the number of members shall be less than two or if the members of the Alliance shall pass a Special Resolution to dissolve it then any assets of the Alliance which remain after all debts and liabilities of the Alliance have been settled may not be distributed to members but shall be distributed either to such common ownership enterprises with objects similar or compatible with those of the Alliance and which prohibit the distribution of income to their members at least as much as does the Alliance or to such charitable purposes as the remaining member or members shall agree.