



# Bye Laws

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**Title**

**The Bye Laws Of The Society Of The Ventures & Investments Programme**

**Arrangement Of Bye Laws**

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## 1. INTERPRETATION

- a. In these Bye-Laws, unless the context otherwise requires: -
- i. **“A venture of the Ventures & Investments Programme”** means an expression that is the intellectual property of the Patron. Used only under authority to authenticate a venture of and or sanctioned by the VIP.
  - ii. **“Board”** means the Board of Managers of the VIP. The Board is secondary to the Patron.
  - iii. **“Community Committee”** means an institution of the VIP comprised of any formal or informal gathering of any group or combination of officers, functionaries, entities or members assembled or organized for the purpose of discussing or transacting any business or benefit or issue of the VIP.
    1. Notwithstanding anything contained herein among these Bye Laws, any formally established Community Committee shall have its responsibilities, authorities and formats for conducting meetings of the VIP assigned by the respective institution of the VIP that has the authority to delegate such authority and responsibility.
    2. Community Communities shall discuss or transact exclusively the business assigned to them and such business shall be limited to the business of the VIP.
    3. Any meeting of the VIP should always include within its contemplation, ample consideration for what is in the best interest of the members of the VIP. Timely action on outcomes is encouraged.
    4. It shall be agreed that participation in any Community Committee is, among other things, an opportunity for members to attain the benefits of voluntarism, and shall be performed without compensation.
    5. Meetings should regularly discuss ways to improve social capital.
    6. In any meeting of any Community Committee, the most senior officer or authority present among participants shall be entitled to function in the role of Chairperson of that meeting. Such senior officer or authority may decline the role. However at anytime during the meeting if he in his judgment thinks fit, he shall invoke his authority and immediately assume the role of Chairperson for the rest of the meeting.
  - iv. **“Corporate Wellness”** means an expression that is the intellectual property of the Manager. Also means an economic model inspired by the Philosophies of the VIP. This model suggests that faithful fulfillment of one’s social responsibility can create enough social capital to produce and sustain economic capital; and if sharply focused upon any niche market can lead to niche dominance. The **National Wellness Lifestyle Management Programme** “NWLM” implements this model, sharply focusing on the Wellness Ecosystem, to derive lifelong benefits to VIP members; and to Trinidad & Tobago.
  - v. **“Delinquent Member”** means a member who remains in default of payment of any financial obligation when due, or who remains in contravention of any Bye Law of the VIP.
  - vi. **“Dependent”** means the spouse, unmarried child, stepchild or adopted child, less than age nineteen (19), or up to age twenty four (24) if attending any school of learning recognized by the Board, or any economic dependent of the Principal. Dependents do not automatically qualify to be enrolled as members in the VIP. Dependents shall not assume eligibility to participate in any venture or institution of the VIP as members of the VIP unless so approved. In the absence of such approval, such dependent may enroll individually into the VIP, subject to meeting any eligibility requirement of any venture or institution of the VIP.
  - vii. **“Economic Capital”** means the economic wealth that can be accounted for in books of accounts which can be subject to a financial audit by qualified persons. Economic Capital can be created when Intellectual Capital impacts favourably upon Social Capital.
  - viii. **“Economic Dependent”** means an unmarried unemployable person of any age, approved by the Board, who lives with the Principal and depends exclusively upon the Principal for care and sustenance.
  - ix. **“Family Tree”** means an intellectual property of the Patron that is an institution of the VIP. It refers to a system used to grow the membership of the VIP and or promote its ventures. It identifies who has invited whom into the VIP and or any venture of the VIP. The inviter is known as the “Parent” and the invitee is known as the “Child”. Parents may access certain privileges and or incentives. The most senior Parent of the Family Tree is the “Pinnacle”, and shall be held by the Patron or its assignee.
  - x. **“Family Tree Affiliate Programme”** means an intellectual property of the Manager and an institution of the VIP that is a venture within the KREW. It is operated by the Wellness Manager. Helps members to mobilize, manage and protect those in their social networks that they care about most. Encourages members to grow their intellectual capital to better use the Philosophies of the VIP to build, manage and benefit from their social capital, in pursuit of their Wellness Goals. It improves the quality of the membership of the VIP, thus improving the results of the VIP in pursuit of its objectives. A marketing and sales platform to grow the VIP and promote ventures of the VIP. Members qualify or are recognized for access to benefits, opportunities and privileges based on algorithms that consider criteria such as but not limited to, membership class, longstanding, seniority, status earned within the VIP and performance within the VIP.
  - xi. **“Financial Member”** means any member, who belongs to a membership class that is eligible to vote, and remains in good financial standing.

- xii. **“Fund”** means any Fund established for the purpose of aggregating valuable consideration, and in particular, economic capital, for the purpose of providing any benefit to members of the VIP. Not all Funds are the legal property of the VIP. As per example, the content of the Medical Fund is the legal property of the VIP, while the content of the Wellness Fund is legal property of the Manager.
- xiii. **“Good Financial Standing”** means a member who is neither a delinquent member nor an inactive member.
- xiv. **“Inactive Member”** means a member who may have paid his annual membership fees but did not participate financially in any eligible venture or institution of the VIP for a period of three (3) months. Fulfillment of any qualifying criterion as determined by the Board shall keep membership active.
- xv. **“Institution of the VIP”** means any significant practice, relationship or organization of the VIP and which may be vital to the VIP’s objectives, as determined by the Patron, Board, Manager, or a General Meeting.
- xvi. **“Intellectual Capital”** means actionable awareness that manifests in useful knowledge and or the useful skill possessed or can be acquired by any person who may or may not be a natural person. Among the various forms of manifestations of such useful knowledge or skill, it shall be recognized that such useful knowledge or skill shall also manifest in the form or style of what is usually referred to in law as intellectual property.
- xvii. **“KREW”** or **“5 O’Clock KREW”** means intellectual property of the Manager. An institution of the VIP and a venture within the NWLM that facilitates the Patron’s ability to fulfill its responsibilities to negotiate benefits for members of the VIP. It is vital to the Wellness Ecosystem nurtured under the NWLM. It is a training and proving ground for the development of competent leaders skilled in the procurement, development, management and propagation of intellectual, social and economic capital. It is a platform that includes service providers, and is designed to transform the prevailing culture of members and thence the communities in which they live, work or recreate, into a Wellness culture. It helps members to overcome the Start & Stop Syndrome (3S). It includes systems to motivate, support, empower and reward members for their performance and to organize themselves to include their social networks to benefit from health security, Wellness Coaching, and peace of mind. Members and their social networks identify closely with and support the Medical Plan. Members adopt, practise, exemplify and passionately promote the Wellness Lifestyle and Philosophies of the VIP. They share generously, donate Tokens to the Wellness Fund, and abhor getting something for nothing!
- xviii. **“Manager”** means Mediserv International Ltd., a member, trustee, service provider and institution of the VIP established at the behest of the VIP to conduct the business of the VIP. Members of the VIP have asked and the Manager has agreed to manage a Medical Plan on their behalf. It nurtures the environment, points the direction, sets the tone and musters the resources needed to develop and deploy worthy ventures based on the scope defined by the Patron.
- xix. **“Matriarch”** means an office and institution of the VIP held by a member of the VIP who shall be of the female gender, and whose vision and intentions are facilitated towards the VIP via the Patron. This office is currently held by Ann Marie Bernard, a cofounder and lifetime member of the VIP.
- xx. **“Meeting of the VIP”** means any General Meeting or any Special Meeting or any meeting of the Board or of any formally constituted Community Committee and shall include use of any technological method, facility, infrastructure, apparatus and accoutrement suitable to summon and or conduct such meeting.
- xxi. **“Member”** means any person enrolled to participate and or benefit from the VIP. Such member may be enlisted into any class of membership which class of membership shall be designated by the Patron. A member can be a natural person or a legal person or such other entity recognized by the Board.
- xxii. **“National Wellness Lifestyle Management Programme”** or **“NWLM”** means intellectual property of the Manager, and an institution of the VIP that is a major venture that provides direction to the VIP. Corporate Wellness is vigorously promoted via human resource development and community management initiatives that bring consumers and service providers together under favourable circumstances and concentrates social capital as the foundation of a viable Wellness Ecosystem. Members and service providers, who are sympathetic to the interest of Trinidad & Tobago, are inspired, incentivized and facilitated to devise ventures that serve and protect the long-term health, intellectual, social and economic interest of VIP members and their communities worldwide, and to produce attractive returns to Trinidad & Tobago. The Manager devised the NWLM to meet the scope that the Patron set for delivering benefits that are the objective of the VIP.
- xxiii. **“Officer”** means any person so defined by the Patron. Also means the unsalaried holder of an elected or appointed office such as any Board member or any Community Committee; the Board shall determine any stipend or other consideration to be given to such officer. All officers shall be responsible to satisfy any statutory or any other obligations.
- xxiv. **“Patriarch”** means an office and institution of the VIP held by a member of the VIP who shall be of the male gender, and whose vision and intentions are facilitated towards the VIP via the Patron. This office is currently held by Samuel Bernard, a cofounder and lifetime member of the VIP.
- xxv. **“Patron”** means Capital Ventures Ltd; a member, trustee, service provider and institution of the VIP established at the behest of the VIP to conduct the business of the VIP. Members of the VIP authorize the Patron to negotiate for benefits on their behalf and to manage the affairs of the VIP. Also the entity by which the time, talent and treasure of the Patriarch and Matriarch are channeled to deliver benefits to the VIP, its

members and to all who contribute toward the delivery of benefits to the members, including the Patriarch and Matriarch. Any reference to the Patron as manager means its authority as Patron.

- xxvi. **“Principal”** means the natural person who authorized the Patron to negotiate on his behalf.
- xxvii. **“Service Provider”** means any natural, legal or other person contracted on a commercial or any other basis to provide any service to the VIP and or to any of its members.
- xxviii. **“Social Capital”** means the value in terms of intimacy, confidence, trust, preference, and potency that exist within any relationship among natural, legal or other persons and which are nurtured, protected, prized and can manifest as and or be transmuted into useful benefits to be enjoyed. Social capital can be created when intellectual capital interacts favourably with social networks.
- xxix. **“Start & Stop Syndrome”** or **“3S”** means an expression that is the intellectual property of the Manager. Also means an intractable illusive stress-induced malady characterized by frail commitment to purpose, often with passionate starts in activity, sudden stops separated by lengthy periods of inactivity, and which manifests in individuals who procrastinate, are inconsistent, easily distracted and or frustrated, and especially those who attempt it alone or repeatedly fail to achieve their Wellness Goals. Often, this malady quietly leads to failure, illness, long suffering and death. The Wellness Coaching venture is a viable solution to this deadly malady.
- xxx. **“T&T the Mecca of Medical & Wellness Tourism”** or **“T&T the Mecca of Wellness Tourism”** means intellectual property of the Manager. It is a brand name, label and rallying call used by members of the VIP in pursuit of their Wellness Goals which leads directly to the economic diversification and self-sufficiency of Trinidad & Tobago. Also refers to an ideal state of affairs where Trinidad & Tobago is perceived, recognized and acclaimed worldwide as the unqualified leader in the Wellness Ecosystem. It refers to an indeterminable period of time during which numerous interests domiciled within Trinidad & Tobago and or are sympathetic to the interest of Trinidad & Tobago wield powerful influence, exercise dominance and empowers the Trinidad & Tobago’s economy to earn voluminous revenues from the export of intellectual capital to the world’s Wellness Ecosystem nurtured by the VIP. It is the ideal sought by the VIP in deploying the KREW and applying Corporate Wellness within the NWLM to secure the long-term interest of the members of the VIP in pursuit of their Wellness Goals. In fulfilling its responsibility to its members, the satisfaction of this vision provides the VIP with a viable platform for managing and delivering to members, into perpetuity, at minimum, three (3) vital accomplishments.
1. The ability of the Patron to continue to satisfy the objectives of the VIP for the benefit of its members.
  2. The ability of members of the VIP, despite where they live, work or recreate, to meet their Wellness Goals to their measure during their lifetimes.
  3. A viable solution to Trinidad & Tobago’s problem of what should its economy survive upon after oil & gas.
- xxxi. **“Token”** means an intellectual property of the Manager. Also means a donation. Generally refers to donation of a valuable item by any member or any entity into a Fund and or towards a cause. In pursuit of the cause, the recipient can use the donation however it deems fit. The donor earns no rights, privileges or benefits for his donation; but may be offered a memento and or may enjoy the good feeling that he has supported a worthy cause. Such donations shall not be refundable after seven (7) days of being made by the donor. Unless otherwise stated, once donated, the valuable item (money in particular) is the legal property of the person or entity that is the legal owner of or is directly in charge of the Fund or venture or cause for which the donation was made.
- xxxii. **“Venture”** means any authorized system, algorithm, format or package for delivering any benefit of the VIP, and is made available for consumption by members and may include the participation and or input of third parties. A venture may complement and or be a subset of any other venture.
- xxxiii. **“VIP”** means the Society of the “Ventures & Investments Programme” founded on January 6, 1989. The VIP is managed by the Patron who is authorized to negotiate benefits on behalf of its members, who promote and practise sustainable, self-supportive Wellness Lifestyles developed by the Patriarch and Matriarch as exemplified within these Bye Laws.
- xxxiv. **“Wellness”** means a satisfying state of health and existence that includes peace of mind.
- xxxv. **“Wellness Coaching”** means an intellectual property of the Manager. A venture within the KREW designed to help members to overcome the Start & Stop Syndrome (3S) by providing advice, motivation, moral support, limited to identification of areas of weakness and direction on a path towards accomplishing any Wellness Goal. Wellness Coaching plays a critical risk management function in the Medical Plan by protecting the viability of the Medical Fund by helping members to be fit, healthy and happy.
- xxxvi. **“Wellness Goal”** means an expression that is the intellectual property of the Manager. Also means any preference among success, health, wealth and happiness.
- xxxvii. **“Wellness Manager”** means Salubrity Ltd., a permanent member, trustee, service provider, institution of the VIP established at the behest of the VIP to conduct the business of the VIP. As the context requires, authorized to perform transactions in its own name and or on behalf of the VIP. Provides management support, Wellness Coaching, marketing and events management services to the VIP. The Wellness Manager has agreed to assist

the Manager and performs under the authority of the Manager to manage the NWLM to mitigate risk, improve social and economic viability, grow the VIP by securing and maintaining new members and service providers, stimulating their interest, encouraging activity and participation in the VIP. Its operating expenses are sourced from the Funds of the Medical Plan, in particular the Medical Fund, under management by the Manager.

xxxviii. The masculine gender shall include the feminine; the singular shall include the plural.

**2. NAME, PRIMARY ADDRESS AND AREA OF OPERATIONS**

- a. The Society shall be called “Ventures & Investments Programme”. The primary address of the VIP shall be at 54 Rushworth St, San Fernando, Trinidad & Tobago or at such other place within the state of Trinidad & Tobago as may from time to time be decided by the Board.
- b. The area of operations of the VIP shall be Trinidad & Tobago, the Caribbean and worldwide.

**3. PURPOSE & OBJECTIVES “OBJECTIVES” OF THE SOCIETY OF THE VIP**

- a. To access benefits managed by the Patron, which benefits are mainly of a kind that is either difficult or impossible to acquire if members were to try to get such benefits by acting alone.

**4. TASKS AND DESIRED ATTRIBUTES IN PURSUIT OF THE OBJECTIVES OF THE VIP**

- a. Each member must desire and be empowered to achieve:
  - i. peace of mind and prosperity to his measure during his lifetime.
  - ii. his personal Wellness Goals to his measure during his lifetime.
- b. A culture of self-reliance, independence and interdependence among members and their communities must be developed.
- c. Members must be encouraged to use a sustainable model of goodwill, self-reliance and interdependence to help them to achieve their personal Wellness Goals using benefits made available by way of the objectives of the VIP being satisfied.
- d. The VIP must be a worldwide movement where members live better lives, develop warm relationships with one another, sharing goodwill, freely sharing their time, talent and treasure amongst themselves and share similarly with other interested entities, creating favourable experiences amongst themselves and for others, to make this world a better place to live so all shall achieve their personal Wellness Goals, prosper and enjoy peace of mind.

**5. PHILOSOPHIES OF THE VIP AS PERSONIFIED WITHIN THE KREW**

- a. **The Universal Philosophy of Life:**
  - i. “Your relationship with things and people matter.”
- b. **Four (4) Immutable Philosophies of Life:**
  - i. “Be aware and be action oriented.”
  - ii. “Result is all that matters.”
  - iii. “You are 100% responsible for your results.”
  - iv. “Let only results-oriented Wellness Activities become your Wellness Lifestyle.”
- c. **Five (5) Basic Philosophies for Acquiring and Preserving Peace of Mind:**
  - i. “Be a benefactor! Make your life be a benefit to others!”
  - ii. “Take the lead! Be the example of what you want others to be!”
  - iii. “A strong vocabulary sharpens the mind; and the results of human interactions depend upon the nature of their conversations! Yours is mostly with yourself!”
  - iv. “Ensure that your thoughts, words and deeds are within your conscience, do not infringe the rights of others, and can survive reasonable scrutiny.”
  - v. “Do it now! That’s the way to get things done; act or thou shalt be acted upon!”

**6. APPROACH TO FULFILLING THE PURPOSE & OBJECTIVES OF THE VIP**

- a. The professional administrative load upon the VIP’s human officers should be minimized; but voluntarism shall be vigorously encouraged when members or the VIP can derive benefits.
  - i. When deemed appropriate, any benefit being contemplated for the VIP, or on behalf of the VIP or its members, shall be accessed from and or managed by or through an entity or a service provider that is able to manage and or provide such benefit competently.
- b. Each member, the Board and every institution of the VIP promise:
  - i. to engage in a healthy alliance with the Patron and practise Corporate Wellness so all members and institutions of the VIP shall access the resources needed to help members achieve their Wellness Goals.
  - ii. to help one another to gain intellectual capital, social capital and economic capital.
  - iii. to continually develop themselves, create favourable synergies and promote self-reliance, independence and interdependence amongst themselves and interested parties.
  - iv. to freely share their time, talent and treasure: - to help achieve the objectives of the VIP and actively help grow the membership of the VIP; to help develop and promote ventures to assist members to lead better lives, to be

- fit, healthy and happy, to become empowered to achieve prosperity in terms of success, health, wealth and happiness during their lifetime.
- v. to cultivate, practise, promote and propagate a culture that engages in sustainable beneficent lifestyles that helps VIP members to achieve their measure of peace of mind.
  - vi. to respect and show reverence for the insignias, symbols, traditions, culture and institutions of the VIP.
  - vii. to observe the Philosophies of the VIP and be the example of what they want others to be.
  - viii. to cultivate a healthy respect for authority, and especially shall voluntarily show respect for one another and for every authority or office within the VIP and in the wider society.
  - ix. to develop, support and jealously protect the interest of all institutions that are relied upon to deliver benefits to the VIP and its membership.
  - x. to protect the VIP from the corrosive effect of managing any overabundance of economic capital being accrued in its own name.
  - xi. The Board and all officers shall focus sharply upon the management of intellectual and social capital to deliver superlative benefits to members, as opposed to any consideration for the accumulation of economic capital lodged in the name of the VIP.
  - xii. not to unjustly discriminate against any person or member based upon gender, sexual identity, sexual orientation, race, ethnicity, creed, religious or political views, age, disability or economic circumstance.
  - xiii. to apply compassion and philanthropic principles and methods as tools to achieve their objectives and the objectives of the VIP, but not to operate the VIP as a philanthropic entity being relied upon by any member or entity to provide any such service or benefit.
  - xiv. to respond promptly when polled; and to subject himself to be evaluated regularly for performance.
  - xv. at all times, to actively seek updates about the affairs of the VIP, and to keep updated with communication technologies and to update the Manager about its contact information.
  - xvi. to access a copy of the Bye Laws when advised, or caused to be posted or published, by the Board as follows: at no charge at any space it believes to be publicly accessible or accessible by member; or at any facility where the member has unique, secure, personal access; or at any facility of any authorized institution or service provider; alternatively member may purchase a printed copy from the Manager at a price set by the Manager.

#### **7. HOW SUCCESS SHALL BE MEASURED**

- a. Success shall be measured by assessing the overall impact and improvement upon the quality of life of members, their communities; and of the effectiveness of the Wellness Manager, Manager, Board and the Patron as follows:
  - i. The effective usage and or the net growth and general level of each member's:
    - 1. Intellectual capital (i.e. useful knowledge and skill).
    - 2. Social capital (i.e. positive relationships).
    - 3. Economic capital (i.e. personal wealth or assets).
    - 4. State of health (i.e. being fit, healthy and happy).
  - ii. The effective engagement and net positive impact of the VIP upon:
    - 1. All communities and environments within which its members live, work or recreate.
    - 2. The economies of Trinidad & Tobago, the Caribbean & Latin America; and the world.
  - iii. The spirit which the Wellness Manager, Manager, Board and Patron support and promote the Philosophies of the VIP.
    - 1. The quantum, quality and distribution of leaders being produced within and by the VIP.
    - 2. The relationship with service providers and includes their levels of enthusiasm and preference demonstrated towards members, and in providing services to members.
    - 3. The ease with which members can communicate and fulfill their needs within the VIP.
    - 4. The level of empowerment, camaraderie, independence and interdependence practised among members, communities and participating entities in fulfilling their Wellness Goals.
  - iv. No measure of any metric of financial wealth accumulated in the name of the VIP shall apply.

#### **8. AUTHORITY AND RESPONSIBILITY OF THE PATRON**

- a. The Patron shall be authorized to define the scope and context within which ventures shall be developed to package and deploy the benefits for members to achieve their Wellness Goals.
- b. The Patron shall be authorized and responsible for organizing members of the VIP and to arrange and or manage the affairs of the VIP in a manner that generates social capital, and viable economies, which it can leverage to negotiate for benefits on behalf of members. To perform its duties, the supreme authority of the VIP shall be vested in the Patron.
  - i. The powers, authority, rights, privileges and status of the Patron shall not be infringed, challenged, usurped, terminated nor diminished, except by the Patriarch and Matriarch acting in concert, and shall be exercised directly upon the VIP and or through the Board, as the Patron deems fit and proper.
  - ii. The Patron shall be authorized to use its resources, the resources of service providers and the resources of the VIP to conduct business in relation to the benefits provided by the VIP for its members and their dependents

- and shall include the employees and social networks of its members and or its service providers who shall also be encouraged to become members of the VIP.
- iii. If a desired benefit or service is unavailable, the Patron may take and or direct such action as it deems required to establish any entity and or to contract with any entity, from anywhere in the world, for the provision of such benefit or service to members of the VIP.
  - iv. At its sole discretion, the Patron shall enjoy the right to delegate any task or responsibility and authority to any natural person or any legal person or any entity.
  - v. The Patron has the authority to ensure that the VIP has the necessary access to infrastructures and resources to properly execute its business including increasing the membership of the VIP.
  - vi. In all references to the Patron where the functions of a natural person are required or implied, such reference shall be taken to mean the authorized representative of the Patron.
  - vii. Each successive generation of any legal subsidiary of the Patron shall inherit perpetual membership in the VIP unless abrogated by the Patron or by the said legal subsidiary.
  - viii. Each successive manifestation of the Patron that may evolve and or appear and or manifest over time shall inherit the full powers, authority, rights, privileges and status of the Patron.
  - ix. The Patron shall provide supervisory authority over the Board and the VIP and shall ensure that the vision of the Patriarch and Matriarch, for the VIP and its membership, are fulfilled and maintained at very high standards over the long-term.
    - x. To ensure that the Patron has the ability to execute its powers over the VIP for the benefit of the membership, and which powers shall manifest the will and intentions of the Patriarch and Matriarch, in the conduct of the business of the VIP, the Patron shall have the authority to initiate, vary or terminate any action including reverse, overrule, stand down, or cancel, or vary any decision of the Board or any person or any institution of the VIP.
    - xi. The Patron may prescribe context in which any benefit may be accessed and or used.
  - xii. The Patron has the authority to initiate and or to cause the publication and or the promotion of the VIP, its objectives, methods, ventures, benefits, opportunities and privileges towards members and also towards the public in whichever manner that it deems appropriate.
- c. The Patron shall enjoy perpetual membership as a trustee and as a service provider of the VIP.
  - d. The Patron will offer of its time, talent and treasure to support the VIP's interest and objectives.
  - e. In its name, the Patron shall assume the liabilities of the VIP; this liability shall be distinct from any other. It shall be authorized to sue or to be sued in its own name in the interest of the VIP.
    - i. Whenever any entity or group of entities, as per example any service provider, has the authority to sue or to be sued in its own name within its authority, operations or sphere of influence, the Patron shall not be sued, and shall be indemnified from any such suit when suit is being laid upon any such entity. Therefore suitable indemnity clauses shall be considered to be included in relevant contracts of such authorized group or entity.
  - f. Resources that the Patron shall be authorized to acquire for the benefit of the VIP include but are not limited to: intellectual capital; social capital; economic capital; organizational, administrative and material assets and or resources; corporate identities and capabilities; passion; expertise; research capability and innovation as and when can be sourced and supplied by the Patron, in its role of assisting the VIP to achieve its objectives.
  - g. The Patron shall appoint the Board from among members of the VIP, and also may cause, appoint or employ any member or entity, to assist it with managing the operations of the VIP to deliver benefits to members of the VIP. The Patron shall have the authority to rescind the appointment of the Board or of any Board member at anytime without proffering any reason for so doing.
  - h. The Patron shall confer upon the Board, and or any member, vary or rescind such duties and responsibilities and authority as it deems fit from time to time.
  - i. When contemplating or executing its role, authority and or responsibilities in satisfaction of the objectives of the VIP, the Patron shall be entitled to exercise unencumbered power and authority at all times. It shall establish, transfer, vary or terminate: any relationship (whether by contract or by other means); any rule, process, procedure, algorithm or Bye Law; any member; any employee of the VIP; any corporate entity that is its legal subsidiary; any resource; any affiliation or any association with any natural or legal person; any Service Provider; any institution; any account; any authority or any responsibility delegated to any natural or legal person; any contract entered into with any natural or legal person; and any other such thing or attribute that in its exclusive judgment the Patron considers necessary for a given purpose.
    - i. No contract entered into by the Patron or any of its legal subsidiaries or any of its associates, whether or not intended for the benefit of the VIP or the members of the VIP shall have the effect of conferring any financial indebtedness onto the VIP.
    - ii. No person, Board, or institution of the VIP that may be established from time to time, shall possess or exercise any superior authority over the Patron. In this respect the relationship, authority and responsibility of any subordinate entity, such as the Board or such other institution of the VIP in respective interactions with the Patron, shall be advisory.



- j. In its relationship with the VIP, the Patron shall perform such duties and action it believes will complement and or support the objectives of the VIP and shall consult regularly with the Patriarch and Matriarch on all matters.

**9. MEMBERSHIP**

**a. QUALIFICATION**

- i. Membership shall be voluntary and open to: -
  - 1. Any natural person of good character, aged sixteen (16) years and over, (and also any Legal person and other Society), whether or not domiciled in Trinidad and Tobago, who desire and authorize the Patron to negotiate for benefits on his behalf and who also desire and authorize the Manager to fulfill the roles, responsibilities and objectives outlined within these Bye Laws of the VIP.
  - 2. Any person convicted or incarcerated for any dishonest act, or for any crime, by any state court or any jurisdiction, shall promptly declare such material fact and shall become or continue as a member only upon the Board's approval. Failure to declare same before the expiration of six (6) months of the event may lead to expulsion and or all benefits shall be confiscated.
  - 3. Notwithstanding Bye Law (9.c), persons who were granted membership in the VIP and no longer qualify for membership in accordance with Bye Law (9.a) may continue to be members at the Board's discretion.

**b. ADMISSION & REVIEW OF MEMBERSHIP**

- i. Application for membership shall be made in the prescribed form, including in any electronic or any other format approved by the Board, and shall be entertained where:
    - 1. The applicant is recommended by a member.
    - 2. The application is submitted in response to any membership drive or initiative being promoted by any duly authorized entity or institution.
  - ii. Terms and conditions being included within any application form or format for membership shall be considered as being included among these Bye Laws.
  - iii. All memberships are subject to review by the Board. The negative votes of three (3) members of the Board shall disqualify any applicant or membership.
  - iv. Membership shall commence from the date set by the Board subject to payment of a non-refundable annual membership fee of twenty five (\$25) Trinidad & Tobago dollars.
    - 1. Membership fees may be charged upon any member or any class of membership at any rate, in any currency denomination, with respect to any country or jurisdiction.
    - 2. The annual membership fee may be waived and or assumed to be paid by subscription to any benefit or venture or institution for which such waiver is approved.
    - 3. Under specified conditions and or to gain access to certain benefits temporary membership may be approved at a fee that may be different from annual membership.
    - 4. To increase community participation and the VIP's membership base various classes of membership may be created. Some classes may enjoy limited access to benefits.
    - 5. As payment in part, for its services, the VIP membership fee shall be paid to the Patron.
    - 6. Where any person has been engaged with the VIP and or otherwise participated as a member or officer of the VIP or has identified with the objectives of the VIP but was not registered as such with the VIP, the Board or the Patron may assign such person a registration date it believes most closely resembles the date upon which he started engaging with or participating as a member or an officer of the VIP.
  - v. Every member shall be assigned one or more unique identification number of any format or character set, which number shall be the property of the VIP, or the issuing party, and is subject to change at any time.
  - vi. Membership provides access to benefits, opportunities and privileges but confers no rights other than those expressed within these Bye Laws. Identity cards and credentials shall remain the property of issuing entities and benefits may not be available if not presented or transacted when seeking service.
  - vii. Notwithstanding anything contained within these Bye Laws, unless waived by the Board or the Manager, member shall neither vote nor access or be eligible to vote or to access any benefit or any venture so restricted or barred by the Board and or the Manager and or Wellness Manager, if he does not possess a current valid subscription to the identity card facility and or an identity card issued and managed under the venture that is the Family Tree Affiliate Programme.
    - 1. The identity card, issued under the Family Tree Affiliate Programme, shall be used to authenticate and or validate the identity, benefits and or privileges of any member, being a member of the VIP.
    - 2. Unless waived by the Board or the Manager, any transaction charge or processing fee etcetera associated with the use of this identity card facility or the identity card shall be for the account of the Member.
  - viii. A member may participate and perform in multiple roles, authorities and or offices simultaneously.
- c. TERMINATION**
- i. Membership shall be terminated by the death or insanity of a member, or by written resignation, or if he remains an inactive member for more than nine (9) months, or expulsion in accordance with these Bye Laws or by loss of any qualification required for membership.
  - ii. A member that is not a delinquent member has the right to resign from the VIP.

- iii. Any member being expelled by the Board must be approved for expulsion by the Patron for such expulsion to become effective.
- iv. The Patron has a right to terminate or expel any member or to ask for the resignation of any member at its discretion at anytime with or without cause.

**d. EXPULSION**

- i. If any member violates these Bye Laws or otherwise acts in a manner prejudicial or inimical to the good repute or interest of the VIP, the Board may, by a two-thirds (2/3<sup>rd</sup>) majority vote of its members present at a meeting convened for the purpose, expel the member from the VIP. A concise statement, in writing, of the grounds alleged for such expulsion must first have been served upon the member and he must also have been given a reasonable opportunity of being heard in his own defence. The member shall also be entitled to be represented at any hearing by a person of his choice.
- ii. An expelled member shall be entitled to receive any benefit or other interest payable to members up to the date that he ceased to be a member by virtue of his expulsion.
- iii. A member shall have the opportunity to appeal to the Patron against the findings of the Board on the grounds that he was denied a fair hearing or that the procedures for the hearing and determination of the charge were contrary to the laws of natural justice or that the penalty imposed on him was harsh or oppressive or not warranted at all.
- iv. At the hearing of any appeal under this Bye Law, the appellant shall be at liberty to call witnesses in his defence and to be represented by a person of his choice.
- v. A valid appeal should be lodged with the Patron within fourteen (14) days of the service of the Order of Expulsion upon the member. The Patron or a person nominated by him shall hear and determine the appeal, and may do so within thirty (30) days of the appeal.
- vi. If any person is a witness in any proceedings under this Bye Law or has any direct or indirect interest therein who sit in the position of Chairman at any Community Committee or be present when any charge or appeal is being determined, the whole of such proceedings shall be null and void and of no effect.
- vii. Pending determination of any appeal, an expelled member shall continue to enjoy all the benefits, opportunities and privileges of membership. The Patron's decision shall be final.

**10. UNCLAIMED BENEFITS**

- a. If the whereabouts of any member are not known to the VIP and no claim against any benefit or interest is made within three (3) years from the date of his last transaction with the VIP, the Board may transfer his benefits and or interest, after deducting any sum due to the VIP, to the Medical Fund.
- b. The Board may accept claims made in respect of any such sums transferred to the Medical Fund upon the production of such proof, as it may deem satisfactory.

**11. LIABILITY**

- a. The VIP as an institution dedicated to providing benefits to its members, shall not be overly concerned with the acquisition of economic capital and or the incurrence of indebtedness onto itself. Therefore the VIP shall be operated and managed in a manner to keep any indebtedness attributable to itself to a bare minimum, and shall extinguish any such debt at earliest.
- b. The value of any liability of a member for the debts of the VIP shall be limited to the aggregate value of VIP membership fees paid or payable by him.
- c. The liability of a past member for the debts of the VIP as they existed at the time when he ceased to be a member shall continue for two (2) years from the date of his ceasing to be a member.
- d. The estate of a deceased member shall be liable for a period of two (2) years from the date of his decease for the debts of the VIP as they existed at the time of his death.
- e. Any member who receives or is in charge of any money, property or belongings, whether or not held in his name, that he understands has originated from or belongs to the VIP or the Medical Plan or any other benefit plan or venture of the VIP, and or institution of the VIP, especially whenever such money, property or belongings is intended to be used in any way for the benefit of any member or institution of the VIP, agrees and promises to treat with such money, property or belongings as the property of the VIP and if there be any loss or omission, he shall become liable, and shall also incur penalties and or charges as the Board may prescribe.
  - i. Member further agrees that he shall be personally liable to the VIP, for the full value, for any negligence and or any fraud and or any dishonesty associated with or related to any loss of or any delay in handling or any inability to account for or any diminishment of or any encumbrance of any part or all of such money, property or belongings. Penalties may apply.
- f. Member understands that the world and the environment within which the VIP operates shall constantly experience a universe of risks without end. The identity, quantum, nature, severity and composition of these risks are constantly changing without end. Member further understands that as he interacts with the world and the environment within which the VIP operates he shall bear his share of the universe of risks, which share of the universe of risks shall be known henceforth within the VIP as his "sovereign risk".

- i. As do the universe of risk, member's sovereign risk changes constantly and member understands that, in spite of his best efforts, he cannot rid himself completely of his sovereign risks. Additionally his decision to participate in the VIP and his actual participation in the VIP shall impact upon his sovereign risks in ways that produce outcomes that he or others may perceive and or believe to be favourable, neutral or unfavourable.
- ii. In the circumstances described above member understands, agrees and promises that as a condition of acceptance into the VIP and of his participation in any institution of the VIP or any venture of the VIP:
  1. that at most he is seeking assistance with managing his sovereign risk and shall retain full and exclusive responsibility for all outcomes whenever and or howsoever such outcomes shall manifest.
  2. that he shall indemnify the VIP, its officers, institutions of the VIP and its service providers of any loss or failure due to related to or associated with or as manifest by the existence of his sovereign risk.
  3. that though he may choose to follow or as a condition of participation, he may be asked and or he may be required to follow any advice or instruction given in his pursuit of his Success Goals that exclusively he shall be responsible for any loss or failure or benefit or any other outcome he experiences, (howsoever he or his representatives may perceive them to be), and which can reasonably be deemed to be directly or indirectly associated with or related to the existence of his sovereign risk; and any such loss shall accrue exclusively to his account.

## **12. CAPITAL**

- a. The capital established in the name of the VIP shall include the following:
  - i. Membership fees paid by members.
  - ii. Deposits from members only.
  - iii. Loans from both members and non-members.
  - iv. Any sums capitalized from the annual surplus of the VIP.
  - v. Dues, penalties and charges payable by members.
  - vi. Grants and Donations from National and International Agencies
  - vii. Funds - Mobilized through ventures or special projects.

## **13. APPLICATION OF FUNDS**

- a. The funds of the VIP shall be used exclusively for achieving the stated objectives of the VIP.
- b. The VIP shall not use its funds to hold, purchase or take on lease in its own name any freehold or leasehold lands or any real-estate of any kind, whether owned wholly or partly with others.
- c. The VIP shall not use its funds or engage its operations in the pursuit of making any profit for itself or for amassing economic wealth onto itself but shall employ all of its funds for the purpose of creating Social Capital and for leveraging such social capital to attract service providers and other entities in satisfaction of its objectives and to gain benefits for its members.
  - i. Officers of the VIP shall be protected from the distractions and encumbrance of managing and accounting for any abundance of economic wealth of the VIP. They shall remain free to focus sharply on ways to deliver maximum benefits to members and their communities.

## **14. MEDICAL PLAN**

- a. There shall be established a Medical Plan for members of the VIP.
  - i. Members have asked and the Manager has agreed to manage a Medical Plan for their benefit.
  - ii. The Medical Plan shall be comprised of ventures, privileges or opportunities designed to assist members with fulfilling their Wellness Goals and to satisfy the objectives of the VIP.
- b. The Medical Plan shall not be considered or managed as a profit making venture of the VIP; but exclusively as a venture that helps members to meet their objectives as they pursue the objectives of the VIP. It is a vital institution of the VIP and a major venture of the VIP and facilitates the meeting of the VIP's objectives.
- c. The Manager shall be authorized to manage the Medical Plan for the benefit of members and shall ensure that all relevant ancillary and support services are available and deployed. In the relationship between the Manager and the VIP, with respect to the Medical Plan, except where stated:
  - i. all the intellectual property acquired, deployed and or developed; all real estate acquired and or used; all resources and equipment acquired and or used during or for the purpose of providing any service and or any benefit to the VIP, including all surplus funds accrued annually after liabilities are addressed; shall become and remain the legal property of the Manager and or respective service provider, as payment for services rendered.
  - ii. the manager shall be authorized to use or cause the use of the expression "A venture of the Ventures & Investments Programme" to authenticate ventures deployed under its authority.
- d. All expenses associated with managing and operating the Medical Plan and for providing any service to the VIP shall be borne from the Contributions and Tokens received from participating members and or entities.
- e. The Manager shall have the authority to initiate and or to cause to be published and or to promote its relationship with the VIP, and ventures, opportunities and privileges available for members, prospective members and also for the public, and shall do so howsoever it deems appropriate.

- f. The Manager has the authority, such as but not limited to, outsourcing any aspect or function or facility of the Medical Plan or to provide any service and to establish, vary or terminate, any venture, any relationship with any officer or any service provider; accept, vary or reject any risk to the Medical Plan (and particularly into the Medical Fund) and or the VIP; accept, vary terms of acceptance or reject any member; accept, vary or reject any member's risk to the Medical Plan (and particularly into the Medical Fund) and or the VIP; determine how any risk is managed; determine or vary or nullify any criterion, control, algorithm, rule, value, terms and conditions associated with the management and operation of the Medical Plan, including, but not limited to, the categories of benefits and classes of membership within the Medical Plan and the terms for reimbursement or payment of eligible expense and or access to and availability of ventures, privileges and opportunities.
- g. The Manager may, with the approval of the Board, establish, manage or terminate any Fund under the Medical Plan. They include, but are not limited to, the following two major Funds:
  - i. **THE MEDICAL FUND**
    1. A Medical Fund shall be established for, but not limited to, assisting members to get access to medical care, even under adverse conditions, to treat with and or to recover from sickness, by reimbursement and or any other means.
    2. Among the benefits which may be provided are reimbursement or payment to Principals and or their eligible beneficiaries against risks at home, work or recreation including while on travel outside his home country or region and or associated with or related to illness, death, disability, childbirth, dental, vision, and which risks may cause the need for treatment and or the incurrence of eligible expense for which any guarantee, reimbursement or payment may be provided. The Manager shall determine any other risk that may be accepted and managed as it deems necessary.
    3. The Medical Plan shall recognize and enroll a major class of VIP Principals and or their dependents, which class of Principals are those who contribute to the Medical Fund.
    4. Contributions paid into the Medical Fund for medical coverage, belongs to the VIP. The Manager shall set the rate of Contributions and shall include the cost of its service.
    5. Member's timely payment of Contributions shall satisfy the financial member Bye Law clause (1.a.xi).
  - ii. **THE WELLNESS FUND**
    1. The Wellness Fund shall be a perpetual capital growth fund that exists within the NWLM to provide start-up capital and or risk capital to invest in ventures of the VIP. It is not designed for long-term support of the recurring expenditures of any venture.
    2. Members of the VIP, who belong to the KREW, their friends, family, associates and community (social network) can volunteer to participate at respective membership levels in the Family Tree Affiliate Programme and gain access to the Wellness Fund.
    3. The Manager shall be assisted by the Wellness Manager to manage the NWLM. Via the Family Tree Affiliate Programme, various classes of VIP Principals, and which may include their dependents, may be recognized and enrolled. It shall recognize any class of Principals or members who commit in writing to regularly donate Tokens of predetermined minimum values, as recommended by the Manager from time to time, toward the Wellness Fund. The Manager's receipt of such Token shall satisfy the financial member Bye Law clause (1.a.xi).
    4. The NWLM is intended to assist VIP members to meet their Wellness Goals by providing opportunities to develop their intellectual capital and grow their social capital, and to utilize those assets, to become leaders in their own lives and in the lives of others, as they help their peers to lead better lives.
    5. The NWLM adopts a peer-supported community approach to the delivery of its service.
    6. The NWLM has a free Wellness Coaching Programme supported by its Wellness Fund.
    7. The Wellness Fund is supported by donations and other benevolence from interested parties and Tokens received from members. Donors may be given a memento and or opportunities and privileges to serve and or access resources but shall earn no rights.
    8. The Wellness Coaching Programme is peer driven and assists members of the VIP, their social networks and their communities to achieve their Wellness Goals.
    9. Benevolence and Tokens donated to the Wellness Fund are innovative community-based systems that compensate the Manager for its Wellness Coaching service; however members shall pay for all other services or may offer additional Tokens.
- h. The Medical Plan and or related ventures shall be managed and operated according to terms set out in one or more contracts released by the Manager. All contracts shall first be approved by the Board and Patron.
  - i. Each Principal who subscribes to any venture, benefit, privilege or opportunity of the Medical Plan shall agree to the terms and conditions set out within the respective contract associated with the venture, benefits, privileges or opportunities as the case may be.
  - ii. Upon being approved for any venture, if the Principal disagrees with any terms set out in any contract, he should decline participation within the time given to decline participation.

- iii. With respect to any contract, if any change is made to the terms during his membership in the venture, if he desires to terminate his participation, he should terminate the contract or his participation according to the terms set out for termination. If he suffers any aggrievement, he should pursue his remedy in the prescribed manner.
- i. The Manager shall have the authority and the right to sue or to be sued in its name but exclusively with respect to its responsibilities and duties associated with managing the Medical Plan.
- j. The Manager and all service providers shall enjoy a right to benefit from and to be paid or be compensated for their efforts in managing and or delivering any service and or any benefit to members of the VIP via any venture in the Medical Plan or via any other manner.
  - i. Service and or benefit shall include, but shall not be limited to, provision and development of intellectual capital, social capital and economic capital; setting of any rate (including any currency) including terms and conditions for any member to access or benefit from any venture or service; research and development; resources related to training and development of staff and or members; management of and outsourcing to service providers; resources related to the development of opportunities for advancement of members and or their communities; administrative services; risk management services; medical assistance services and all services intended and used to assist members to achieve their Wellness Goals to enjoy peace of mind in their lifetime.
- k. The manager shall have the authority, at any time, with or without notice, to add, transfer, modify, update, delete or vary any account, venture, benefit and or impose its will upon any criterion with respect to the Medical Plan.
- l. In the process of accepting members into the Medical Plan, subject to the authority of the Board, the Manager shall have the authority to accept and enroll or cause the acceptance and enrollment of members into the VIP.
- m. The Manager's employees shall be members of the VIP and shall participate in the Medical Fund.

#### **15. CORPORATE INSTITUTIONS OF THE VIP THEIR SOVEREIGN RESOURCES & TERMINATION**

- a. The Wellness Manager, the Manager or the Patron or their subsidiaries are corporate institutions of the VIP. Corporate institutions of the VIP shall have no obligation or duty to use its sovereign resources to finance or subsidize any benefit or venture of the VIP, especially to meet any shortfall associated with any inability to reimburse, compensate or pay for or any inability to otherwise provide any benefit or service to any member or his surrogate.
  - i. However at its sole discretion, any corporate institution may supplement the VIP with its sovereign economic capital or other resources, which shall be provided on a good faith basis, with the understanding that the corporate institution shall be reimbursed at such early time as is convenient, from resources available to the VIP or by efforts of members of the VIP.
    - 1. This benevolence, when practised by any corporate institution, as stated above, shall not cause any legally enforceable liabilities to be incurred upon the VIP or its members, except in such circumstance where the service or authority of any corporate institution, is terminated or changed to the extent that it believes that it will be unable to recoup its sovereign resources within reasonable time during the normal course of business of the VIP.
    - 2. Whenever the services or authority of any corporate institution is terminated or changed to the extent that the corporate institution believes it is unable to recoup its sovereign resources within a reasonable time during the normal course of business of the VIP, a suitable person shall be appointed to assess the value of the benevolent sovereign resources of the corporate institution; and shall also assess any financial obligation of the corporate institution owing to the VIP. Additionally all existential liabilities and potential liabilities of the VIP that has or can be accrued to the account of the corporate institution shall be assessed for settlement.
    - 3. Unless a suitable arrangement is agreed between the VIP and the corporate institution, all of the unsettled portion of any existential liabilities and all potential liabilities when accrued plus the value of any benevolent sovereign resources shall be reimbursed or refunded or otherwise settled from the Medical Fund. The corporate institution must also promptly settle all financial obligations owing to the VIP.
    - 4. All expenses associated with or involved in the assessment, including all reasonable expenses of the corporate institution, shall be settled from the Medical Fund or by any expedient means available to the VIP.
    - 5. Any unpaid balances or arrears between the VIP and the corporate institution, owing one to the other, that remains in excess of ninety (90) days of the termination or change to the corporate institution shall attract interest at a rate to be agreed between the VIP and the corporate institution but shall be not less than one percent (1%) per month or part thereof calculated on the reducing balance.

#### **16. VENTURES & INVESTMENTS OPPORTUNITIES**

##### **a. Introduction**

- i. The strategy of the VIP is not to hoard economic capital onto itself, but to develop social capital and leverage that social capital to meet the objectives of the members and the VIP.

1. The strategy is to help members to develop substantial levels of their own social capital which is where true wealth originates and is stored; and from which economic capital and many benefits can be enjoyed.
  2. It teaches and encourages its members to leverage this social capital in a manner that produces even more social capital while achieving their desired Wellness Goals which goals are complementary to, and facilitated by, the objectives of the VIP.
  3. When each member develops large volumes of social capital, the VIP can leverage this aggregated social capital among service providers to satisfy the objectives of the VIP and bring benefits to each member who can partake and benefit to his measure; and better satisfy the his Wellness Goals.
- ii. Members of the VIP who have acquired certain statuses as participants within the Medical Plan or other venture promoted by the VIP may enjoy access to certain opportunities and privileges which may include leadership roles, access to resources of the Wellness Fund and or preferred relationships with selected service providers.
- b. Examples of concepts & ventures that provide benefits, opportunities and privileges for qualified members:**
- i. Acquisition, development and growth in intellectual, social and economic capital, especially via peer support, and ability to leverage and use same for productive purposes.
  - ii. Assistance to stay fit, healthy and happy, prevent illness and to get treatment when ill, especially in emergency.
  - iii. Savings & Investments Plan that helps members to save, invest and grow their asset base.
  - iv. Preferential employment opportunities within institutions of the VIP and with participating entities.
  - v. Purchasing privileges and opportunities at selected service providers.
  - vi. Personal development, relationship building, recreation & relaxation, survival, life and leadership skills.
  - vii. Business development opportunities: Members' Business Financed from the Wellness Fund.
  - viii. Business referrals and business networking opportunities, especially within the NWLM.
  - ix. Members' Ideas Financed: Members can access capital from the Wellness Fund to initiate ventures of their choice and design that benefit the members of the VIP, their social networks and their communities.
  - x. The Wellness Fund to be used to initiate and promote any business or entity that supports the VIP's objectives.
  - xi. Ventures designed to address crime, reintegrate and support the elderly, develop and support youth and gender interests, and to improve the quality of life within communities where members live, work or recreate.
  - xii. Access to special communication systems and facilities to improve collaboration among members.
  - xiii. Access to annuities and or annuitized benefits to help support members in their senior years.
  - xiv. Development and promotion of any venture that helps members to meet their Wellness Goals.

## **17. GENERAL RULES FOR THE BOARD AND COMMITTEES**

### **a. DEFINITION**

- i. There shall be a Board of Managers which shall be entrusted with the general management of the affairs of the VIP. The Patron may employ and apply any system of its choice to identify such members for appointment.

### **b. COMPOSITION**

- i. The Board shall consist of eight (8) members to serve for terms determined by the Patron.

### **c. ELIGIBILITY**

- i. Any financial member who has attained the age of eighteen (18) years shall be eligible to hold office.

### **d. POWERS AND DUTIES OF THE BOARD**

- i. The Board shall exercise all the powers of the VIP delegated to it by the Patron and in particular shall have the following powers and duties: -
  1. To support and sharply focus upon the members' interests, deal with complaints, and propose solutions.
  2. To report regularly to the Patron and not less than once per quarter, with copies sent to the Patriarch and Matriarch, on all matters concerning the affairs of the VIP.
  3. To make decisions on applications for membership.
  4. To appoint Board members to represent the VIP and vote on its behalf at any meeting of any other Society of which it is a member.
  5. Determine policies and formats for its meetings and for members to call and conduct meeting of the VIP.
  6. To charge, discipline or expel members in accordance with these Bye Laws.
  7. To appoint officers and sub-committees as needed and determine their terms of reference.
  8. To delegate such authority as may be found necessary for the efficient operation of the VIP.
  9. To review the Bye Laws and, if necessary, formulate approve and publish amendments.
  10. To review any performance criterion, expedite remedies and formulate rules or policies.
  11. Solicit and act upon feedback from members, service providers and interested parties.
  12. To take all practical and expedient measures for the good management, supervision and administration of the VIP for the benefit of members and for which no provisions have been made in these Bye Laws.
  13. To receive and respond to all communication to the Board.
    - a. This shall be directed to the Primary Address of the VIP.

**e. DISQUALIFICATION**

- i. A Board or Committee member shall cease to hold office if he: -
  1. Ceases to be a member of the VIP.
  2. Applies for bankruptcy or is declared a bankrupt; or becomes an inactive member.
  3. Becomes of unsound mind.
  4. Is employed by the Board and is in receipt of a salary or wage from the VIP.
  5. Submits, in writing, an intention to resign from the Board. The date of resignation assumed by the officer or such other prior date determined by the Board or the Patron, whichever is sooner, shall apply. Priority shall be given to any date determined by the Patron.
  6. Is convicted of any offence involving dishonesty or money laundering; fails to attend three (3) consecutive meetings without tendering a valid and proper excuse thereof.
  7. Remains a delinquent member for more than three (3) months or contravenes Bye Law (17.j below)

**f. MEETINGS**

- i. The Patron or its representative shall at all times be entitled to a seat at meetings of the VIP and to take part in the deliberations thereof but, except as for a casting vote, shall not vote.
- ii. The Board shall meet as often as the business of the VIP may require but not less than once each quarter. At all meetings of the Board three (3) members shall constitute a quorum.
- iii. A meeting of the Board shall be convened by the Secretary on the direction of the President or at the request of a majority of the Board members.
- iv. The Secretary shall, on the request in writing of the Patron or its representative, summon a Special meeting of the Board at which the Patron or its representative shall be at liberty to attend and discuss any matter touching the affairs of the VIP. Any number of members present at a meeting of the Board convened on the request of the Patron shall be deemed to constitute a quorum.
- v. At least seven (7) days notice of any Board Meeting shall be given to members. Together with the notice, a copy of the Agenda and relevant necessary documentation shall be sent to Board meetings.
- vi. If after half an hour of the time fixed for any meeting of the Board, a quorum is not present, the meeting shall be adjourned to the same day in the following week and members shall be notified accordingly at least five (5) days in advance. The number of members present at the adjourned meeting shall be deemed to constitute a quorum.
- vii. However, nothing in this section shall prevent the Board from setting its own terms, procedures and processes for conducting its own or any other meeting of the VIP.

**g. PROCEDURE AT BOARD MEETINGS**

- i. Invocation of the Objectives & Philosophies of the VIP
- ii. Opening remarks by Chairman and Consideration of Minutes
- iii. Business arising from minutes
- iv. Reports on: Member Relationship & Member Performance; Community Relationship & Community Performance; Service Provider Relationship & Service Provider Performance.
- v. Other reports, Suggestions and Complaints from members and interested parties.
- vi. Reflection and general discussion on how to improve social capital in the VIP; explore opportunities and or threats to the VIP, membership, communities or service providers.
- vii. List the actions to be taken, by whom and include relevant reporting and or deadline dates.

**h. LEAVE OF ABSENCE**

- i. A Board or Committee member may take leave of absence if he: -
  1. Is charged with any offence involving dishonesty or any criminal activity,
  2. Is required to be away from the VIP for not more than 12 months.

**i. CONFLICT OF INTEREST**

- i. Unless member's interest in a matter is declared and his presence is approved with or without conditions, by all the other committee members present, no Committee Member shall be present when any matter is being decided in which he has a direct or indirect interest. Such declaration and any condition of approval shall be recorded in the minutes of the meeting. An exemption shall apply to the Patron, Patriarch and Matriarch. No conflict may exist if the interest is similar in magnitude and scope to beneficiaries of the matter contemplated.

**j. CONFIDENTIALITY**

- i. All transactions of the VIP with its members and all information regarding their personal affairs shall be held in the strictest confidence by:
  1. all the members of the Board and Committees and Employees of the VIP,
  2. any member of the VIP who is employed by any entity (whether on contract or otherwise), that provides any service or any benefit to the VIP or to members of the VIP.

**k. RESPONSIBILITY**

- i. In their conduct of the affairs of the VIP the members of the Board and Committees shall at all times observe the Bye Laws and shall exercise the prudence and diligence of ordinary men of business and shall be

responsible for any loss sustained through negligence or any act contrary to the Bye Laws or Rules made thereunder. They shall report truthfully and faithfully to the membership and to the Patron.

**18. RULES**

- a. The Patron, the Board or Manager, shall have the authority to call and convene General Meetings of all or any class of members of the VIP.
- b. The Board shall have power to make such rules for the conduct of the affairs of the VIP as may seem necessary, and as would not be repugnant or contradictory to the Bye Laws of the VIP. No such rules shall be valid until approved by the Patron.

**19. MINUTES OF MEETINGS**

- a. All resolutions passed or decisions made at any meeting of the VIP shall be recorded in the Minutes which shall be signed by the Secretary or other person recording same and countersigned and dated by the Chairman of the meeting at which the minutes were confirmed.
- b. The Minutes should also contain: -
  - i. The names of the officers and the number of members present at the meeting;
  - ii. The time fixed for the meeting and the time the meeting commenced;
  - iii. The resolutions passed or decisions made at the meeting.

**20. MOTIONS**

- a. The Chairman of any meeting of the VIP may propose any motion without previous notice provided that the majority of the members present agree thereto, and provided further, that he shall propose any motion when requested by the Patron; or the Patriarch and Matriarch acting in concert.
- b. Seven (7) clear days notice shall otherwise be given to the Secretary in writing of any matter other than those on the Agenda at any such meeting, and no member shall be entitled to ask any question or initiate discussion on any matter of which such notice has not been given except with the consent of the Chairman, or if present, the Patron.
- c. Notwithstanding the provisions of Bye Law clauses (20.a) and (20.b) above, a motion of 'no confidence' may be moved only at a meeting specially convened for the purpose.

**21. GENERAL MEETINGS**

- a. Subject to the approval of the Patron, the supreme authority of the VIP shall be exercised in properly constituted General Meetings of members at which every financial member that represents his respective class has the right to attend and may vote on respective questions.
- b. The General Meeting shall be convened by the Patron, the Board or the Manger as often deemed needed. At least fourteen (14) days notice shall be given to all eligible members. The notice shall state the date, time and venue of the meeting and the business to be transacted thereat.
- c. A Special General Meeting shall be convened by the Secretary on the request of the President, the Manager, the Patron, or on receipt by the Secretary of a written demand signed by not less than one hundred (100) members, stating the purpose of the meeting.
- d. A Special General Meeting may be held within thirty (30) days of the receipt of the request or demand. Unless approved by the Patron, a minimum of one hundred and eighty (180) days shall elapse between any two (2) Special General Meetings.
- e. The quorum for any General or Special General Meeting shall be seventy-five (75) members.
- f. No matters other than those stated on the Agenda shall be discussed at any Special General Meeting even though a majority of the members present vote otherwise.

**22. NOTICE OF MEETINGS**

- a. Members shall be given at least fourteen (14) days notice of any General or Special General Meeting.
- b. Notices of all General Meetings may be given or served to the physical or email addresses or any other manner of contact or address of any member as can be obtained including from using the records of the VIP. Members who fail to supply their contact information or addresses or any change therein or who are out of contact, for whatever reason, shall not be entitled to receive notices of any meeting.
- c. Notice of any General Meeting or any Special General Meeting shall be deemed to have been given or served upon every member of the VIP if a notification thereof be struck up in a conspicuous place at the primary office (primary address) of the VIP for at least fourteen (14) days previous to such meeting. Optionally, in satisfaction of same, notice thereof may be published once a week in one (1) daily newspaper circulating in the territory during at least fourteen (14) days prior to such General or Special General Meeting.

**23. ADJOURNMENT & DISSOLUTION OF GENERAL MEETINGS**

- a. If after thirty (30) minutes of the time fixed for any General or Special General Meeting the members present are insufficient to form a quorum, such meeting shall stand adjourned to a date not less than fourteen (14) days thereafter; members shall be notified accordingly at least seven (7) days before the date thereof, such notification



- to be made in the same manner as for a General Meeting. The decisions of the adjourned meeting shall be final, conclusive and binding on all members irrespective of the number of members present not constituting a quorum.
- b. Where a meeting called on the demand of the required number of members, such meeting shall be dissolved if after thirty (30) minutes of the time fixed for the said meeting the members present are not sufficient to form a quorum.
  - c. Notwithstanding anything to the contrary in these Bye Laws, any number of members present at any General or Special General Meeting called by or on the demand of the Patron or the Manager shall be deemed to constitute a quorum and all decisions at any such meeting shall be final, conclusive and binding on all members of the VIP.

#### **24. VOTING**

- a. Voting systems and processes shall be tailored to meet the demands of prevailing circumstances.
- b. Save as is otherwise provided in these Bye Laws or as is requested by members, decisions at any meeting of the VIP shall be made by a majority of the votes cast by members present who are qualified to vote. Only financial members in good financial standing shall be qualified to vote.
- c. Each member who has attained the age of sixteen (16) years shall have but a single vote and there shall be no voting by proxy.
- d. A member being a legal person shall cast a single vote through a duly delegated agent.
- e. The Chairman of any meeting of the VIP shall, in the event of an equality of votes, have a casting vote in addition to his original vote.
- f. With the exception of the Wellness Manager or Patriarch or Matriarch or Manager or Patron, no person may vote at any meeting of the VIP when any matter is being decided in which he has a direct or indirect interest.
- g. In respect of every resolution put to the vote the Chairman shall declare: -
  - i. Whether it has been carried or lost;
  - ii. Whether the voting was by show of hand or by ballot or by any other means suitable for the purpose;
  - iii. Whether the decision was unanimous or by a particular majority, and in respect of all such declarations the minutes shall be conclusive evidence thereof.

#### **25. POWERS AND DUTIES OF GENERAL MEETING**

- a. The powers and duties of the General Meeting shall be:
  - i. To pay tribute to any member, institution of the VIP and any other person or entity recognized by the VIP.
  - ii. To educate and inform members about available ventures, benefits, opportunities and privileges.
  - iii. To consider options and systems to improve services and benefits to members.
  - iv. To review and approve changes to the criteria of success in meeting the objectives of the VIP.
  - v. To consider reports presented by the Board and Committees for any preceding period or any relevant issue together with any comments thereon made by the Patron.
  - vi. To deal with any other business duly brought forward.

#### **26. DUTIES OF OFFICE OF PRESIDENT**

- a. The President shall summon and preside at General and Board meetings of the VIP and shall in the case of an equality of votes, have a casting vote.
- b. He shall sign the Minute Book and shall perform such other duties as appertain to his office, including initiating action, implementation and follow-up on decisions made by the Board.

#### **27. VICE-PRESIDENT**

- a. The Vice President shall perform the duties of the President in the absence or disability of that officer and such other duties as may be assigned to him by the Board.

#### **28. SECRETARY**

- a. The duties of the Secretary shall be: -
  - i. To summon all Board meetings in consultation with the President;
  - ii. To attend all General and Board meetings and to keep correct minutes of same;
  - iii. To conduct the VIP's correspondence;
  - iv. To have charge of documents and other papers of the VIP;
  - v. To keep all books or registers to be kept under these Bye Laws and or any statutory requirement.
  - vi. To do all other acts and things as required of him by these Bye Laws or as the Board may direct.

#### **29. ASSISTANT SECRETARY**

- a. The Assistant Secretary shall assist the Secretary in the performance of his duties and carry out such other duties as may be assigned to him by the Board.

#### **30. DUTY AND AUTHORITY OF MANAGER**

- a. The Manager shall be authorized to conduct the day-to-day affairs of the VIP and shall in all cases act in the discharge of its duties under the direction and control of the Board.

- b. To properly perform its duties, unless the context otherwise requires, the Manager shall be delegated and or shall inherit the same authorities as that of the Patron, which authorities are expressed within the following clauses of these Bye Laws: (8.b.ii); (8.b.iii); (8.b.iv); (8.b.v); (8.b.vi); (8.b.xi); (8.b.xii); (8.c); (8.d); (8.e); (8.f); and (8.j).
- c. The Manager shall be responsible for all cash collected into the VIP and shall promptly deposit all cash or other valuable instruments in its possession in the bank or banks prescribed except such sums as authorized by the Board to be kept in hand. All banking accounts shall be in the name of the Patron, the Manager, the Wellness Manager or any trustee appointed and or delegated such authority and responsibility by the Board.
- d. The Manager shall manage, oversee and or delegate the management of any Fund.
- e. The Manager shall render a proper account of all monies received and paid by it at the end of each month or at such other times as the Board may require and shall submit a monthly report on the operations of the VIP for consideration of the Board.
- f. The Manager shall prepare for the consideration of the Board such budgets and financial or other statements as the Board may require.
- g. The Manager shall be responsible for the proper and punctual keeping of all books, accounts, registers and other documents of the VIP under its control.
- h. The Manager shall designate persons with the authority to sign cheques and other documents of the VIP.
- i. The Manager shall attend Board and General Meetings when requested so to do by the President and provide such information as may be requested of it.
- j. Devise systems for members to provide feedback on their needs, wants and satisfaction.
- k. To decide on a plan of operation together with a budget for each financial year.
- l. The Manager shall have the authority and the right to represent the interest of the VIP or of itself with respect to any need to send any representative to attend any event or any occasion, which in its judgment, requires such representation. Similarly the Manager shall have the authority to accommodate any visiting guest to the VIP.
  - i. The expense of representation or of any visiting guest shall accrue to the Medical Plan.
- m. The Manager shall apply such resources as it deems necessary to engage and bring together such persons, institutions and sovereigns it deems are required, whether formally or informally and whom may or may not be members of the VIP, to bring to early reality and to maintain into perpetuity the vision, concepts, brand and objectives known herein as “**T&T the Mecca of Medical & Wellness Tourism**” or “**T&T the Mecca of Wellness Tourism**”.
  - i. To this end, the Manager shall establish an institution of the VIP known as the “Mecca Caucus” to accommodate the participants and interested parties whom are actively engaged in fulfilling this initiative.
- n. The Manager shall perform such other duties as may be assigned to it by the Board, as approved by the Patron, or as determined by the Patron.
- o. The Manager can be contacted officially through the Primary Address of the VIP.

### **31. AUTHORITY OF THE PATRIARCH & MATRIARCH AND OF TRIUMVIRATES IN THE VIP**

- a. The offices of Patriarch and Matriarch are the highest offices of the VIP, but do not exercise executive functions.
  - i. Together they are the philosophical head of the VIP; custodians and vanguards of the Philosophies of the VIP.
- b. The authority, privilege and responsibility conferred upon the office of the Patriarch and Matriarch as expressed within these Bye Laws shall not be infringed; not even by the authority of the Patron.
- c. The office of the Patriarch or Matriarch may become vacant due to the incumbent’s loss of VIP membership, resignation, abdication, infirmity or death. The Board may appoint a temporary replacement of the same gender.
- d. Within ninety (90) days of any permanent vacancy, a triumvirate comprised of the surviving/senior incumbent Patriarch or Matriarch, (or temporary appointee, or the senior of any two temporary appointees, if no incumbent is available); the Patron; and the President shall convene as a community committee.
  - i. This triumvirate shall be chaired by the surviving/senior incumbent Patriarch or Matriarch (or the senior/temporary appointee), for the purpose of selecting and appointing a replacement from among not more than three (3) nominees, submitted by the Board, per permanent vacant office.
  - ii. Any triumvir mentioned above has the authority and responsibility to summon any or all other triumvirs to discuss any matter of the VIP or to attend any similarly constituted triumvirate community committee to contemplate upon any matter of importance to the VIP, and particularly to manage any crisis affecting the VIP.
- e. Each nominee for Patriarch and or Matriarch shall be a member of the VIP, of the stipulated gender assigned for the respective office of Patriarch or Matriarch, domiciled anywhere in the world, of longstanding within the VIP, and who has demonstrated great competence in living and propagating the ideals and Philosophies of the VIP.
- f. The chairman of the triumvirate community committee shall appoint the nominee to office, and the appointment ceremony shall include a requirement that the selected nominee shall swear allegiance to Trinidad & Tobago.

### **32. FINANCIAL YEAR**

- a. The financial year of the VIP shall end on 31<sup>st</sup> July in each year.

### **33. BOOKS AND REGISTERS TO BE MAINTAINED**

- a. The VIP shall keep and maintain such books and registers as approved by the Patron.

**34. AUDIT OF ACCOUNTS**

- a. The accounts shall be audited for each financial year.

**35. AGREEMENTS WITH MEMBERS & AGREEMENT TO UPDATE THE BYE LAWS**

- a. Members are principally committed to do all relevant business transactions with the VIP and or its Service Providers and to respect and to interact with the institutions of the VIP.
- b. The Patron, Board, Manager and Wellness Manager shall have and exercise the authority and powers to formulate agreements with the VIP and or its individual members.
- c. Agreements under Bye Law clause (35.b above) shall specify such fines and or charges to be imposed on members who fail to keep such agreements.
- d. The Board shall review, update, approve and publish any updated version of the Bye Laws as often as required.
  - i. Upon instructions from the Board, the President shall cause the Manager to prepare an updated version of the Bye Laws for the Board's approval of its substance.
    1. Upon approval the Board shall set a proposed Effective Date for members to honour the updated Bye Laws and submit same to the Patron for approval.
    2. In considering its role and responsibilities when proffering its approval, the Patron may edit the Bye Laws or leave its contents unchanged, or return the Bye Laws to the Board with instructions.
    3. After the Patron's approval is obtained, the Board shall determine a proposed Publication Date for distribution of the approved Bye Laws to the members.
    4. The President shall advise the Manager about the proposed Effective Date and proposed Publication Date of the updated Bye Laws and cause the Manager to publish the updated Bye Laws.
    5. The Board, with the approval of the Patron, or the Patron on its own authority, may edit the Bye Laws at any time prior to and up to the actual (official) date of publication.
    6. Notwithstanding any previous decision taken about a proposed Effective Date or proposed Publication Date, the official and actual Publication Date on record shall be the earliest date of publishing to the members, the information about the fact of the availability and Effective Date of the updated version of the Bye Laws.
    7. To serve its purpose publication shall be managed by taking inspiration from and customizing the format or model for issuing notice of General Meetings prescribed in Bye Law clause (22 above).
  - ii. Any published approved updated version of the Bye Laws of the VIP shall, on its Effective Date, fully replace its predecessor version and shall be agreeable and binding upon all VIP members from such Effective Date.
    1. No breach for noncompliance shall be recorded against any member if breach is made against any incremental change in the Bye Laws, once such breach occurs before the expiration of thirty (30) days of the Effective Date or the Publication Date of the updated Bye Laws, whichever is later, and member remedies such breach within thirty (30) days of its occurrence; or makes an agreement with the Board.
      - a. The Board may extend or reduce the duration of any or both of these periods as it deems fit and or to manage any exigency that may arise.
    2. The mere inclusion into the updated Bye Laws, any matter that is or has become an institution of the VIP shall not be considered as an incremental change to the updated Bye Laws, and no protection shall be available for breach against such Bye Laws. Similarly no objection shall be entertained for the mere inclusion of such institution of the VIP into any updated Bye Laws.
  - iii. Any member eligible to vote who has any comment, recommendation, objection or complaint, hereinafter referred to as "dispute" as pertaining to any version or update of the Bye Laws of the VIP shall have the following options which shall be exercised in a manner to ensure that his dispute is received by the Patron or Board, as applicable, but no later than thirty (30) days of the Publication Date, or his dispute shall be void:
    1. He shall be at liberty to resign from the VIP by sending his resignation letter addressed to the Board.
      - a. The mere act of resigning from the VIP does not discharge any unresolved obligation of parties.
      - b. Therefore suitable arrangements shall be made to ensure that all obligations are discharged.
    2. He shall submit his dispute to the Patron in the manner outlined and prescribed for handling disputes, in Bye Law clause (36 below)
    3. Until the dispute is resolved, all existing Bye Laws in force at the time, including any disputed Bye Law, if applicable, shall remain alive and binding upon such member and all members of the VIP.
    4. If the dispute is resolved or the Patron edits the updated Bye Law by adding any new Bye Law or imposes any variation to any existing Bye Law, all members shall agree that such new Bye Law or such variation to any existing Bye Law shall be considered as being included within the respective version of the VIP Bye Laws and which shall inherit the Effective Date associated with the respective edited or disputed version of the Bye Laws.
      - a. With respect to incremental changes in the said disputed or edited Bye Law, if the Patron imposes any variation upon any disputed or edited Bye Law or adds any newly minted Bye Law, no breach for noncompliance shall be recorded against any member and the issue shall be managed according to Bye Law clauses (35.d.ii.1) & (35.d.ii.2) above.

- b. After making any edit or the dispute has been addressed by the Patron, publication of any changes shall be managed by taking inspiration from the format or model prescribed in Bye Law clause (22 above).
- 5. A member who missed the deadline date for submitting his dispute, or who wants the Board to consider a point for inclusion into the next version of the Bye Laws, may submit his concern to the Board with a note requesting the Board to consider his dispute or concern for inclusion in the next version of the Bye Laws. The Board shall be at liberty to manage this request in any reasonable manner it deems appropriate.
- iv. The Effective Date of this instant version of the Bye Laws of the VIP shall be 31<sup>st</sup> December, 2012.**
  - 1. These Bye Laws have been updated in part to put into effect plans for another phase in the growth of the VIP which should improve member participation, range of benefits and access to benefits of the VIP. It is written in a manner to help members and service providers recognize their roles in meeting its objectives.
- v. The Publication Date of this instant version of the Bye Laws of the VIP shall be 28<sup>th</sup> January, 2013.**

### **36. DISPUTES**

- a. Any dispute touching the affairs of the VIP shall be referred to the Patron for decision and shall be final.
- b. After attempting all options, including any legal option, any aggrieved party can make an appeal to the Patron. Such appeal shall be signed by the hand of the aggrieved party or parties and address to "The Patron" then delivered to the Primary Address of the VIP.
  - i. The Patron is authorized to devise any procedure that in its judgment is suitable for addressing the issue. Such procedure or its execution shall not be cause for contesting any decision of the Patron.
  - ii. Any decision made by the Patron shall be final, and all parties that approach the Patron shall agree not to seek legal redress, and shall agree that its option to seek any legal redress shall expire and be void immediately after it has submitted any appeal to the Patron.
- c. Any claim or cause of action arising out of or related to the VIP shall be filed within one (1) year after such claim or cause of action arose and once filed shall be pursued until conclusion or shall be forever barred.

### **37. INTERPRETATION OF VIP RULES OR BYE LAWS**

- a. Nothing contained in these Bye Laws shall be construed as being included in any contract issued by the Manager, or any other entity, to any member of the VIP.
- b. Nothing contained within these Bye Laws shall be construed as being any promise or guarantee or that any objective or result being anticipated, desired, pursued or sought by any member shall be attainable or attained; or available timeously, or in adequate quality or quantity; or realized to the full satisfaction of any member.
  - i. Availability and reliability of any venture, benefit, opportunity or privilege is not guaranteed, and when available shall be offered and received on an "as is" and "as and when available" basis.
  - ii. The mere availability or offer of any venture, benefit opportunity or privilege shall not be construed by any member as being any guarantee; or that the philosophies, concepts, processes, benefits and ventures of the VIP are free from fault or defects or are fit, useful or suitable for any given purpose whatsoever.
  - iii. Member understands that his result depends upon his circumstance and his efforts, both of which are outside the scope and control of the VIP or any institution of the VIP or any service provider of the VIP, and as a condition of membership, member promises to indemnify the VIP and or any of its officers and or its institutions and or its service providers from any loss related to or associated with his membership or participation in the VIP.
- c. Any doubts arising with respect to the meaning or interpretation of any of the provisions of these Bye Laws shall be referred to the Patron for clarification.
- d. Where these Bye Laws may be deemed silent on any matter, or where any Bye Law conflicts with any clause in any contract associated with any benefit or venture of the VIP, the Patron shall determine the matter and its decision shall be final and uncontestable.
- e. The failure of the VIP or the Patron or any institution of the VIP to exercise or enforce any right or any provision of the Bye Law shall not constitute a waiver of such right or provision.
- f. Notwithstanding anything contained in these Bye Laws, it shall be understood and agreed by all parties that exclusively the Patron shall be sued for redress from the VIP.
- g. If any provision of the Bye Law is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Bye Law remain in full force and effect.
- h. These Bye Laws are subject to the laws of the state of Trinidad & Tobago. Any claim shall be filed in a court of competent jurisdiction within the state of Trinidad & Tobago.