

# **NAPLES NATO YACHT CLUB**

## **CONSTITUTION**

### **ARTICLE 1**

#### **NAME**

1-1. The Naples NATO YACHT Club (NNYC) is established as a community-requested activity under the legal personality of JFC Naples, with headquarters in Nisida, Naples.

1-2. It is a private organization open to HQ JFC Naples, NCIA Sector Naples, and 2<sup>nd</sup> NATO Signal Battalion personnel, their spouses, and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards.

1-3. Different categories of membership and relevant entitlements may be granted in accordance with the principles and definitions provided in the Terms of Reference for Community-Requested Activities dated 9 January 2014 and in Articles 6, 7, 8, and 9 of this Constitution.

### **ARTICLE 2**

#### **PURPOSE**

2-1 The primary purpose of the Naples NATO Yacht Club is to promote the sport of sailing among NATO personnel and to encourage, through training and competitions conducted in a safe environment, improved esprit de corps within the community. This may be achieved through maintaining a flotilla of small boats and sailboats, facilitating the mooring of a limited number of privately owned sailboats, organizing training activities and regattas, and may include social activities proposed and/or approved by the members.

2-2. The Naples NATO Yacht Club is a self-sustaining non-profit organization, established for the benefit of the members.

### **ARTICLE 3**

#### **OFFICIAL HEADQUARTERS**

The Club's seat is located in the Italian Navy compound, on the island of Nisida. The HQ does not, however, guarantee any allocation of space to the Club.

## **ARTICLE 4**

### **GOVERNING BODY**

4-1. The governing body of the Club is the Executive Committee. The Club President is personally responsible to HQ JFC Naples Commander, or his/her designated authority, for all matters related to the Club.

4-2. Only those Club members who possess Full Club Membership will be elected to the Club's governing body or appointed as Chairperson/President. Exceptions may be granted by the JFC Naples Commander, or his/her designated authority, on a case by case basis.

4-3. The Club officers shall serve for one year and their term of office shall begin in January of each year.

## **ARTICLE 5**

### **OPERATION**

5-1. The Club, once approved by JFC Naples Commander, or his/her designated authority, and registered as an approved HQ JFC Naples community-requested activity, will operate in accordance with the terms of ACO Directive 5-1 and the applicable HQ JFC Naples Supplement; any other direction issued by HQ JFC Naples; and in accordance with all applicable Host Nation laws and regulations.

5-2. The Club undertakes not to operate in any way which, knowingly or unknowingly, reflects negatively on HQ JFC Naples, compromises HQ JFC Naples' legal or financial standing, or may result in legal or financial liability on the part of the headquarters.

5-3. The operation of the Club is the sole responsibility of the members. The Club undertakes to ensure that members are adequately covered by insurance sufficient to safeguard HQ JFC Naples from legal or financial liability in the event of Club-related incidents or claims.

5-4. The Club will not enter unilaterally into contracts or make any other legal commitments, except for the purchase of goods for cash within the limits of the Club's income and approved budget.

5-5. The Club's Chairperson/President will provide an updated list of all Club members using the approved JFC Naples template to the JFC Naples Commander, or his/her designated authority, every quarter. The list will include each member's NATO ID card number and the holder's status.



## **ARTICLE 6**

### **FULL MEMBERSHIP**

The following personnel are eligible for Full Membership in the Club: HQ JFC Naples, NCIA Sector Naples, 2<sup>nd</sup> NATO Signal Battalion, and NSE personnel, their spouses, and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards. Full Membership will not extend to those individuals whose status falls under Articles 7, 8, or 9 of this Annex.

## **ARTICLE 7**

### **ASSOCIATE MEMBERSHIP**

7-1. The following categories of personnel who hold valid JFC Naples-issued NATO ID cards are eligible for, but not automatically entitled to, Associate Membership:

- a. HQ JFC Naples, NCIA Sector Naples, and 2<sup>nd</sup> NATO Signal Battalion Local Wage Scale Employees hired after 20 June 1995, their spouses, and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards;
- b. Retired HQ JFC Naples, NCIA Sector Naples, and 2<sup>nd</sup> NATO Signal Battalion personnel, their spouses and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards;
- c. EU Personnel on EUCE PE posts, their spouses and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards;
- d. NSE locally hired civilian employees their spouses and their dependents under the age of 26 who possess valid JFC Naples-issued NATO ID cards;
- e. Temporary personnel, consultants, concessionaires, permanent contractors and their employees who possess valid JFC Naples-issued NATO ID cards; and
- f. Individuals with special authorization to access the JFC Naples and satellite compounds.

7-2. These personnel do not contribute to the non-appropriated funds (NAF). As such, in accordance with the principles set forth by Allied Command Operation higher authorities, said personnel are not entitled to enjoy the benefits of NAF and/or the Morale and Welfare Activities (MWA) activities which are financed with NAF free of charge and these personnel are therefore subject to additional fees.

7-3. The Club may request to the JFC Naples Commander, or his/her designated authority, to admit these Associate Members on a case by case basis.

7-4. These personnel meet the established criteria for base access or for being sponsored, in the event their participation in Club activities involves accessing the JFC Naples HQ compound.

7-5. Extended visiting family members of HQ JFC Naples personnel will not be considered under this category.

## **ARTICLE 8**

### **HONORARY MEMBERSHIP**

- 8-1. An Honorary Member is one who, by virtue of his or her status or title, would be appropriate to be associated with the Club but would not benefit from the Club support and activities commensurate with Full Membership or Associate Membership.
- 8-2. Honorary Member status will be granted as an exception and considered on a case by case basis by the JFC Naples Commander, or his/her designated authority.
- 8-3. Honorary Members cannot be elected to the Club's governing body or elected as Chairperson/President .
- 8-4. The Club may request to the JFC Naples Commander, or his/her designated authority, to admit these Honorary Members on a case by case basis.
- 8-5. Extended visiting family members of HQ JFC Naples personnel will not be considered under this category.
- 8-6. Honorary Members are invited to participate in the Annual General Meeting, but will not be afforded voting rights.

## **ARTICLE 9**

### **SPECIAL GUESTS**

- 9-1. The Club may submit a list for approval to JFC Naples Commander, or his/her designated authority, of members who should be considered as Special Guests.
- 9-2. Special Guests will not be authorized membership in an MWA Club.
- 9-3. A Special Guest is one who, by virtue of his or her status or title, would be appropriate to include to a certain event.
- 9-4. Special Guest status will be granted as an exception and considered on a case by case basis by the JFC Naples Commander, or his/her designated authority.

## **ARTICLE 10**

### **FEE SCHEDULES**

The Club is required to design a fee schedule that distinguishes between Full Membership and other types of Club Membership status. Said fee schedule will also include event participation fees, as required.



## ARTICLE 11

### FINANCE – USE OF FUNDS

11-1. The Club is a facility for the exclusive benefit of the HQ JFC Naples, NCIA Sector Naples, and 2<sup>nd</sup> NATO Signal Battalion community, as defined by Articles 6, 7, 8, and 9 of this Annex and by ACO Directive 5-1.

11-2. The Club is required to be financially self-sustaining.

11-3. Financing will derive from members' subscriptions, profits accruing from its activities, and grants from NAF which may be granted through HQ JFC Naples MWA. Income generated by the Club will be used for the benefit of the Club and its members and, in general, for the benefit of HQ JFC Naples, NCIA Sector Naples, and 2<sup>nd</sup> NATO Signal Battalion valid JFC Naples-issued ID card holders community.

11-4. Only authorized Clubs may request NAF support in the form of grants and contributions; such requests shall be clearly articulated and fully justified. **The granting of NAF is not an obligation on the part of HQ JFC Naples MWA and will be decided on a case by case basis.**

11-5. Funds raised and belonging to the Clubs, to include NAF possibly granted by HQ JFC Naples MWA, will not be used to directly or indirectly support charities or any other activity or purpose which does not directly benefit the HQ JFC Naples, NCIA Sector Naples, 2<sup>nd</sup> NATO Signal Battalion valid JFC Naples-issued ID card holders community.

11-6. The Club's governing body will present a financial report using the approved JFC Naples template to its members, the MWA Council Chairperson, and JFC Naples Commander, or his/her designated authority, on a quarterly basis. The Club will provide any other financial reports or accounts upon request by the MWA Council Chairperson or JFC Naples Commander, or his/her designated authority.

11-7. The Club will use the same financial reporting period as JFC Naples which runs from 1 January thru 31 December each year.

## ARTICLE 12

### INSURANCE

Financial liability with respect to death, injury, loss or damage to Club members and third parties sustained while engaging in Club activities must be covered by the Club through adequate insurance. The Club must provide the JFC Naples Commander, or his/her designated authority, with a copy of the current insurance contract every quarter.

### **ARTICLE 13**

#### **SCOPE**

13-1. The Club activities are designed to promote and encourage the sport of sailing among members of the NATO community in Naples.

13-2. The Club undertakes to promote sailing activities, maintains on behalf of its members a flotilla of small boats and sailboats, facilitates the mooring of a limited number of privately owned sailboats, and organizes training activities and regattas. The club also participates in national and international sport events and conducts social functions consistent with its purpose and the wishes of its members.

### **ARTICLE 14**

#### **ANNUAL GENERAL MEETING**

The Club will conduct an Annual General Meeting (AGM) each January at the start of the fiscal year in order to conduct the election of officers, report on the activities of the previous year, provide an activity plan for the forthcoming year, and formally provide accounts to the members.

### **ARTICLE 15**

#### **DISSOLUTION OF THE CLUB**

15-1. The JFC Naples Commander, or his/her designated authority, may terminate without cause the Club at any time.

15-2. In the case of dissolution, any cash remaining will be used to satisfy all outstanding financial obligations. Once said financial obligations are satisfied, any remaining assets will be returned to the MWA.

### **ARTICLE 16**

#### **AMENDMENTS**

16-1. The Constitution will be amended by a two-thirds vote of Full Members only.

16-2. Any proposed amendments are subject to MWA Council and JFC Naples Commander, or his/her designated authority, approval.

## ARTICLE 17

### CONSTITUTION APPROVAL

17-1. This Constitution, which supersedes all previous versions, is effective from the date of approval by JFC Naples Commander, or his/her designated authority, as indicated below.

17-2. The Naples NATO Yacht Club is recognized as a non-profit community-requested activity, as defined in ACO Directive 5-1.

17-3. Nothing in this Constitution will pre-empt the provisions and requirements set forth under the NATO Status of Forces Agreement (SOFA), Paris Protocol, and Host Nation law.

## ARTICLE 18

### CONSTITUTION RENEWAL


This Constitution will be renewed annually or more often as directed by the Commander JFC Naples, or his/her designated authority.

## ARTICLE 19

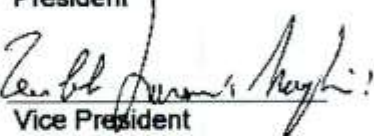
### BURGEE

The NNYC burgee is a pennant with a blue field having a white horizontal stripe hoist to point. The white stripe shall have height equal to one fourth of the height of the hoist. Blue initials 'NNYC' shall be affixed to the stripe, each letter having a height equal to three fourths of the height of the stripe and the four letters together occupying the centre third of the horizontal stripe. The ratio of hoist to fly shall be one to two.


**MEMBERS**

Signed:   
President

Date: 24 March 2014

Signed:   
Vice President

Date: 24 March 2014

Signed:   
Secretary

Date: 27 MAR 2014

Signed:   
Treasurer

Date: 26 MAR 2014

**JFC NAPLES ADOPTION AND CERTIFICATION**

This Constitution is effective from 16 July 2014 and supersedes all earlier Constitutions.

Signed:   
JFCN Commander, or  
Designated Authority

Date: 21 July 2014