

MEMBERSHIP RULES



APCAM

ASIA PACIFIC CENTRE FOR
ARBITRATION & MEDIATION

MEMBERSHIP RULES



NOTES

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Asia-Pacific is the fastest growing economic region, as well as the largest continental economy in the world. Moreover, it is the site of some of the world's longest modern economic booms. With the globalization of business, there has been an increasing level of cross-border disputes. The global business requirements plus other market developments such as the increasing acceptance of non-litigious forms of dispute resolution have popularised Alternative Dispute Resolution (ADR) methods like arbitration and mediation. There is a need for a single organization, which could cater the requirements of cross-border business disputes, which could assist the business community to resolve their cross-border business disputes under a single set of mediation or arbitration rules and with a uniform fee structure. Creating a single panel of international mediators and arbitrators, with uniform accreditation system will also enhance the credibility and acceptance of mediators and arbitrators.

For the said purpose, the major ADR institutions in the Asia-Pacific region, agree to form the Asia Pacific Centre for Arbitration & Mediation (APCAM), as an international ADR institution, administering cross-border mediations and arbitrations in the respective countries. And as such APCAM was incorporated in India as a non-profit Guarantee Company with Corporate Identity Number (CIN) U93000KL2020NPL064649.

The APCAM Membership Rules stipulates the process by which a new member is admitted to APCAM

1. CATEGORY OF MEMBERSHIPS

There are two categories of membership in APCAM:

- 1.1 “MEMBER” means a person admitted as member in accordance with the Articles of Association of APCAM, who shall be liable to contribute to the assets of the Company for paying out the outstanding liabilities if any including the costs, charges and expenses of winding up.
- 1.2 “AFFILIATE MEMBER” means any person who adopts the APCAM Charter documents/ Regulations under an Agreement with APCAM or admitted as an Affiliate Member in accordance with the Articles of Association of APCAM for contributing to the furtherance of the Objects of APCAM, but does not include in the definition of MEMBER as given above.

2. ADMISSION OF NEW MEMBERS / AFFILIATE MEMBERS

- 2.1 Any APCAM Member may recommend an organisation for admission as a new APCAM Member, or any APCAM Member of Affiliate member may recommend an organisation for admission as a new APCAM Affiliate Member.
- 2.2 The following shall be the eligibility criteria for becoming a Member or Affiliate Member of APCAM:

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- (i) An organisation whose main office is established in any of the Asia- Pacific countries; and
- (ii) Whose core function/business is the provision of mediation, conciliation and/or arbitration services (the organisation should be a full-fledged mediation and/or arbitration centre); and
- (iii) Who agrees to be bound and to abide by the Articles of Association of APCAM; and which is able and willing to carry out the obligations of membership in APCAM.

Provided:

- (a) That there shall be only two members from a country including the affiliate members, if they are full-fledged arbitration and mediation centres. But if the member is an exclusive mediation or arbitration centre, there can be a maximum of two such centres from each category from a country. Membership shall be equally from public sector and private sector. A public sector organization is one which is governed, supported or affiliated with the government or the courts of that country and a private sector organization is one which is non-governmental and governed by its elected members and not one which is a proprietary concern or established or governed under a permanent governing unit.

- (b) The admission of any organisation to membership in APCAM will require the approval of three-quarters of all existing APCAM Members and Affiliate Members at that point in time if it is an organisation from a new country and in case of an additional member of an existing country, it will require the approval of three-quarters of all existing APCAM Members and Affiliate Members at that point in time and approval of the existing members or affiliate members of that country.

3. PROCEDURE FOR ADMISSION

- 3.1 Whenever APCAM receives a request or recommendation for membership or affiliate membership, the Board shall communicate the details of such request to the then existing members/affiliate members of APCAM in writing, along with the details of the proposed member, within a period of 21 days.
- 3.2 The existing members/affiliate members shall enquire about the new proposal and shall communicate their assent or dissent in writing within a period of 21 days from the date of receipt of communication. This can also be discussed in the Board meetings and recorded in the minutes of the meetings.
- 3.3 If no communication or objection is received from any of the members or affiliate members within the said time limit, the Board shall consider it as a deemed consent.

- 3.4 Once the Board decide to admit the proposed member, the proposed member may be invited to attend the next Board meeting as an “Invitee” and thereafter the membership will be given.
- 3.5 The proposed member/affiliate member shall sign the Charter document either in any function or online and the Board shall officially declare the admission of the new member / affiliate member.

4. MEMBERSHIP FEE

- 4.1 Every Member / Affiliate Member shall pay a one-time membership fee of €850.00 (Eight hundred and Fifty Euros only), or such fee that the General Meeting decides from time to time.
- 4.2 The Member / Affiliate Member shall pay 50% of the membership fee at the time of admission and the balance 50% shall be paid on completion of 3 years of membership.
- 4.3 If the membership fee is not paid, the membership shall lapse.

5. RIGHTS AND OBLIGATIONS OF MEMBERS

- 5.1 All Members and Affiliate Members are bound by the Articles of Association of APCAM.
- 5.2 All Members stand on an equal footing and shall have equal rights and obligations under the Articles of Association of APCAM.
- 5.3 All Affiliate Members stand on an equal footing and shall have equal rights and obligations under the Articles of Association of APCAM.

- 5.4 All Members and Affiliate Members shall take all necessary measures to effectively implement the objectives of APCAM and comply with all obligations of membership.
- 5.5 All Members and Affiliate Members shall function as the APCAM Centre in their respective country and shall administer arbitration and mediation for international or cross-border disputes in their institution premises as per the APCAM Arbitration and Mediation Rules, for disputes referred under the APCAM disputes resolution clauses/agreements.
- 5.6 Members and Affiliate Members may either suitably amend their respective Arbitration and/or Mediation Rules so that international disputes are administered under the APCAM Rules or alternatively administer international disputes which are covered by the APCAM dispute resolution clause/agreement.
- 5.7 Every Member or Affiliate Member shall co-ordinate with the other constituent members of APCAM in other countries for referring international or cross-border disputes to be administered under APCAM Rules in such countries.
- 5.8 All Members and Affiliate Members shall provide general administrative support for APCAM.
- 5.9 The Members or Affiliate Members shall not sell, gift, transfer, create a trust over, create any other security interest or encumbrance over, or otherwise dispose of membership held by them

except upon passing of a resolution to that effect by the unanimous consent of the Board. The Company through its Board of Directors may take such decision as it may deem fit and proper and the decision of the Board shall be final.

6. WITHDRAWAL AND TERMINATION

6.1 A Member or Affiliate Member shall have the right to withdraw from APCAM. Such Member/Affiliate Member shall notify the Board in writing of such intention three (3) months prior to the withdrawal. The process of withdrawal shall be as adopted by the Board.

6.2 The membership is terminated when such Member/ Affiliate Member:

- (a) Enters into any composition with creditors, bankruptcy, winding-up or other insolvency proceedings; or
- (b) Breaches a fundamental objective, obligation or criteria of APCAM membership;

And membership is deemed terminated when at least Seventy (70) percent of APCAM Members then existing agree to the termination at a General Meeting. The decision of the General Meeting shall be final and conclusive.



Membership Rules of the
Asia-Pacific Centre for Arbitration & Mediation

For more details:
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