



APMLA
ASIA PACIFIC MEDICO LEGAL AGENCIES

BACKGROUND

1. NAME

The name of the Association is: Asia Pacific Medico-Legal Agencies (hereafter referred to as the "Association")

2. OBJECTS

The Association is a public, non-profit organisation established for the following sole object: The enhancement of the Forensic Medical capacities of its members through cooperative and collaborative activities and projects. Such activities and projects may include, but not be limited to,

- the promotion and improvement of communication,
- coordination and cooperation

among medico-legal services from the Asia-Pacific region for optimizing their capacity to investigate and manage the full range of forensic medicine and related scientific issues including mass fatalities in natural and man-made catastrophes

3. LEGAL STATUS

The Association is a body corporate with its own legal identity which is separate from its individual members. The Association shall continue to exist even if the members change. The Association may own property, enter into contracts, and sue or be sued in its own name.

4. NON-PROFIT DISTRIBUTING CHARACTER

4.1 The income and property of the Association shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Association solely by virtue of being members or office-bearers. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Association or Committee, except as:

- reasonable compensation for services actually rendered to the Association;
- reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.

4.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Management Committee (and failing which any division of the appropriate Court) considers appropriate and which has

- objectives the same or similar to the objectives of the Association;
- 4.3 The Association intends to apply to the Tax Commissioner for exemption from taxes and duties. In compliance with the provisions of the Income Tax Act, the provisions set out in the attached Schedule A shall bind the Association and qualify this Constitution.

5. POWERS

The Association, acting through its Management Committee, or at a General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached Schedule B.

6. MEMBERS

- 6.1 The initial membership shall be those persons whose names and signatures appear on the attached Schedule C.
- 6.2 The Management Committee may admit further members from time to time or suspend or terminate the membership of any member:
- 6.2.1 Subject to due compliance with any conditions of membership (including payment of any membership fees) which the Management Committee may stipulate from time to time; and In accordance with the following criteria:
- 6.2.2.1 At least (28) twenty-eight days prior written notice is given to all members of the Management Committee of the intention to terminate a membership; and
- 6.2.2.2 At least (28) twenty-eight days prior written notice is given to the member concerned. The notice shall invite the member to make written or verbal representations as the member may consider appropriate.
- 6.2.2.3 The decision of the Management Committee to admit an applicant to membership, or to suspend or terminate a membership shall lapse unless confirmed by a resolution of not less than two thirds of the members of the Association present at the next General Meeting.
- 6.2.2.4 Members shall be organisations, agencies or government entities that provide forensic medical services¹ or in relation to countries where there is no such entity, individual clinicians who provide forensic medical services through a non-government organisation or the private sector.
- 6.2.2.6 Membership will be from countries of the Asia Pacific and will not be limited in number on a national basis but voting will be limited to one vote per nation with the responsible voting delegate to be decided by the members from that nation.

¹ Forensic medical services means: forensic pathology, clinical forensic medicine, traffic medicine, sexual assault medicine, child abuse evaluation, forensic anthropology, forensic odontology, disaster victim identification, forensic entomology; toxicology and molecular biology services related to the foregoing.

7. STRUCTURE OF THE ASSOCIATION

7.1 The Management Committee

7.1.1 Powers

- a) The affairs of the Association shall be controlled and managed by the Management Committee. Subject to the terms of this constitution and to the resolutions of voting members in General Meeting, the Management Committee may exercise all the powers of the Association.
- b) In a General Meeting, the Association may review, approve or amend any decision taken by the Management Committee but no such resolution of the Association shall invalidate any prior action taken by the Management Committee in accordance with the provisions of this Constitution.

7.1.2 Election

The members of the first Management Committee shall be elected at the General Meeting at which this Constitution is adopted, and shall hold office until the first Annual General Meeting held after their appointment. At such first Annual General Meeting and at every subsequent Annual General Meeting held thereafter, not less than one half of the Management Committee members shall retire by rotation. The members to retire shall be those who have been in office the longest since their last appointment. As between members of equal seniority, the members to retire, in the absence of agreement between them, shall be determined by ballot.

Resigning Management Committee members shall be eligible for re-election or co-option.

Management Committee members shall be members of the Association.

Any country will have only one member on the Management Committee at any one time

7.1.3 Composition

~~---~~The Management Committee shall comprise at least **6** but not more than **8** members. The membership of the Management Committee shall comprise:

- a) the Chairperson;
- b) the Vice-Chairperson;
- c) the Treasurer
- d) the Secretary and Newsletter Editor;
- e) at least two (2), but not more than four (4) other persons.
- f) The Management Committee may co-opt up to two (2) additional non-voting members as it may consider appropriate from time to time for a specified period. The period of service may be renewed. A co-opted member may be from the same country as a member of the Management Committee.

7.1.4 Management Committee Member Vacating Office

- a) The office of a Management Committee member shall be vacated if a member:
 - i) resigns; or

- ii) becomes unfit and/or incapable of acting as such; or
 - iii) would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or
 - iv) is removed by the Management Committee, by resolution adopted by at least three-quarters (3/4) of its members in office from time to time, being not less than the required minimum of 5 if there are 6 or 7 members, or 6 if there are 8 members. The Management Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed and to the members of the Association in General Meeting.
- b) Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted at least two-thirds (2/3) of its members, may (and if the vacancy reduces the number of members to less than six [6], shall) co-opt a member/s to fill the vacancy/ies. The office of any person so co-opted as member of the Management Committee shall lapse unless confirmed by resolution of members at the next General Meeting.

7.1.5 Procedure at Management Committee Meetings

- a) The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:
 - i) The Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of the Management Committee shall elect a chairperson from those attending.
 - ii) The Chairperson shall convene a meeting of the Management Committee, quarterly and at the written request of any two (2) members of the Management Committee and may convene such a meeting at any other time.
 - iii) The quorum necessary for the transaction of any business by the Management Committee shall be two-thirds (2/3) of the Management Committee members serving at any given time.
 - iv) At meetings of the Management Committee each member shall have one (1) vote.
 - v) Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
 - vi) Proper minutes shall be kept of the proceedings of the Management Committee, and a record of the persons present at each meeting. The minutes shall be approved by circular resolution of the Management Committee and signed

by the member who chaired the meeting, and shall be available at all times for inspection or copying by any member of the Management Committee, and on two (2) days' notice to the Secretary or his or her deputy, by any member of the Association.

vii) A circular resolution agreed to by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.

7.1.6 The Management Committee may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.

7.1.7 The Management Committee may appoint a Chief Executive and other officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

7.2 General Meetings

7.2.1 Annual General Meeting

- a) An Annual General Meeting of the Association shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall, if possible, be held within three (3) months of the end of each financial year, or at the next most convenient time but not more than 15 months from the date of the previous Annual General Meeting.
- b) Annual General Meetings shall be convened by the Chairperson on not less than twenty-one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- c) The business of an Annual General Meeting shall include:
 - i) the presentation and adoption of the Annual Report of the Chairperson;
 - ii) the consideration of the audited Annual Financial Statements;
 - iii) the election of members to serve on the Management Committee for the following year;
 - iv) the appointment of Auditors;
 - v) other matters as may be considered appropriate.

7.2.2 Other General Meetings

- a) Other General Meetings of the Association shall be convened at any time by the Chairperson or at the written request of:
 - i) the Management Committee;
 - ii) the lesser of one quarter (1/4) or **8** of the members of the Association entitled to vote.
- b) Any General Meeting other than the Annual General Meeting

shall be convened on not less than fourteen (14) days written notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting: provided that: should the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting.

7.2.3 Quorum

- a) A quorum constituting a General Meeting of the Association shall be not less than:
 - i) **8** members entitled to vote; or, if there are more than 32 such members
 - ii) one quarter (1/4) of the members entitled to vote.
- b) Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

7.2.4 Resolutions and Voting

- a) At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot of those entitled to vote. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or by proxy (supported by appropriate documentation). The result of the vote shall be the resolution of the meeting.
- b) Each country present at such meeting shall be entitled to one (1) vote.
- c) Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

7.2.5 Minutes

Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be circulated for comment and then signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days' notice to the Secretary or his or her deputy.

7.2.6 Powers

Subject to the provisions of Clause 8.1.1.2 above, a duly convened General Meeting of the Association, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the Association as set out in this Constitution.

7.3 Notices

- 7.3.1 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by email to the last address notified by each person concerned to the Association, or in any other manner as the Management Committee may decide from time to time.
- 7.3.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.
- 7.3.3 If posted, notices shall be deemed to have been received seven (7) days after posting.

8. FINANCIAL MATTERS

8.1 Bank Account

The Management Committee shall open a bank account in the name of the Association with a registered Bank. The Management Committee shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.

8.2 Signatures

All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be signed by two (2) of the Management Committee members.

8.3 Financial Year End

The Association's financial year end shall be: the end of March of each Year

8.4 Financial Records

The Management Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.

8.5 Annual Narrative Report and Financial Statements

- 8.5.1 The Management Committee shall ensure that the Association prepares an annual narrative report describing the Association's activities and an Annual Financial Statement for each financial year. The Annual Financial Statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.
- 8.5.2 Within two (2) months after drawing up the Annual Financial Statements, the Management Committee shall ensure that:
the Association arranges for an accounting officer to certify that the annual financial statements are consistent with the financial records of the Association and that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements.
OR
the books of account and financial statements are audited and certified in the customary manner by an independent practising

chartered accountant.

- 8.5.3 A copy of the Annual Financial Statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year.

9. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION

The terms of this Constitution may be amended, the name of the Association may be changed and the Association may be dissolved by resolution of two-thirds(2/3) of the members entitled to vote present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

10. INDEMNITY

- 10.1 Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by the Association for all acts done by them in good faith on its behalf. It shall be the duty of the Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Association.
- 10.2 Subject to the provisions of any relevant statute, no member of the Management Committee or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer. Nor shall such member or office bearer be liable for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

11. DISPUTES

- 11.1 In the event of a serious disagreement between the members of the Management Committee and/or the Association regarding the interpretation of this constitution then any two (2) Management Committee members or any five (5) members of the Association shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and will be addressed to the Management Committee.
- 11.2 The Management Committee shall consider such declaration within two (2) weeks of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 11.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
- 11.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Management Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly

- by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 11.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to justice.
- 11.6 The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 11.7 The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 11.8 The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

SCHEDULE A

REQUIREMENTS OF THE COMMISSIONER FOR THE REVENUE SERVICE FOR EXEMPTION FROM TAXES AND DUTIES as per South Korea

SCHEDULE B

GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

1. To employ staff and hire professional and other services.
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.
3. To open and operate accounts with registered banks and building societies.
4. To accept and manage grant funds in accordance with the funder requirements and proper financial management practices.
5. To accept donations made to the Association and retain them in the form in which they are received, or sell them and re-invest the proceeds.
6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
 - 6.1 to purchase or acquire property and assets;
 - 6.2 to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;
 - 6.3 to donate and transfer the property and assets of the Association to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
7. To borrow and to use the property or assets of the Association as security for borrowing;
8. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.
9. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
10. To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.
11. To exercise all the powers and authority of the Association not only in the nation's name but in any other part of the world.

**SCHEDULE C
SCHEDULE OF INITIAL MEMBERS**

Name	Address	Date	Signature
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