AFFILIATE SCHEME

RULES & REGULATIONS

1 DEFINITION

The Institute means "Chartered Governance Institute of Malaysia or (CGIM)"

The Council means "The Council for the time being of the Institute".

An Affiliate means "A person who does not possess the CGI qualification but is involved in the profession of corporate secretaryship, corporate governance and administration, and allied fields".

CGI means "The Chartered Governance Institute".

The Affiliate Scheme means "The scheme established by the Council pursuant to Clauses 7.0 of the CGIM Constitution."

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons include corporations, where applicable.

2 ADMISSION CRITERIA

2.1 The admission as Affiliate is open to persons who do not possess the CGQP qualification but otherwise are engaged in the profession of corporate secretaryship and administration, corporate compliance and allied fields to the satisfaction of the Council as follows:

a. Members of prescribed bodies under Section 235(2)(a) of the Companies Act 2016

b. Persons licensed by the Registrar of Companies pursuant to Section 235(2)(b) of the Companies Act 2016

c. Any other person who has demonstrated interest in the profession of company secretaryship, corporate governance and corporate administration to the satisfaction of the Council.

d. An individual must be of 18 years and above

2.2 The Council shall have the discretion to determine, amend and vary the admission criteria from time to time.

3 AFFILIATESHIP

3.1 Application for admission as an Affiliate shall be made to the Institute in the form as prescribed by the Council.

3.2 Every person shall, on being admitted to the Scheme, pay such admission fee and an annual subscription for each year commencing from the year of admission to membership as may be prescribed by the Council from time to time.

3.3 Unless otherwise resolved by the Council, the annual subscription for the year of admission shall be due and payable on admission and thereafter shall be due and payable on the dates as determined by Council in each year following the year of admission as an Affiliate and shall be such amount as may be prescribed by the Council.

3.4 Any Affiliate whose annual subscription (including any part of a subscription and any reduced subscription) is in arrears for three (3) months or more shall thereupon cease to be an Affiliate unless the Council otherwise resolves.

3.5 The Council at its discretion may confer the Affiliates certain benefits including receiving some of the services from the Institute.

3.6 Affiliates are not members of CGIM and therefore not entitled to the rights accorded to CGIM members including the ability of using the professional designation of "Chartered Secretary" and/or post nominals of ACIS (CS) (CGP) and FCIS (CS) (CGP). However, Affiliates are allowed to describe themselves as an "Affiliate of CGIM"

3.7 Affiliates are not entitled to attend and vote at the general meetings of the Institute.

3.8 A person shall cease to be an Affiliate in the following circumstances:

a. if he does not pay his subscriptions;
b. if he resigns by giving notice in writing to that effect; or
c. if his membership is terminated as the result of a disciplinary action.

3.9 **CODE OF ETHICS, CONDUCT AND DISCIPLINARY JURISDICTION**

Every Affiliate shall, at all times, be bound by and comply with the CGIM Code of Ethics and Conduct, the CGIM Disciplinary Regulations, and such other rules, regulations, practice directions, policies and guidelines as may be issued, amended or adopted by the Council from time to time. An Affiliate shall submit to the disciplinary jurisdiction of the Institute, and any breach thereof may result in disciplinary proceedings and the imposition of such sanctions as may be determined in accordance with the CGIM Disciplinary Regulations, including the termination of Affiliateship.

4 REGISTER OF AFFILIATES

4.1 The Institute shall keep a Register of Affiliates at the Registered Office and no name shall be entered or removed without approval from the Council or any Committee with delegated authority from the Council.

5 EFFECT OF CESSATION OF AFFILIATESHIP

5.1 Any person who ceases (whether by resignation, expulsion or otherwise howsoever) to be an Affiliate of the Institute shall nevertheless remain liable to pay all sums due by him to the Institute at the date of such cessation and neither he nor his personal representatives shall have any claim upon or interest in the funds or property of the Institute.

6 REINSTATEMENT OF AFFILIATE MEMBERSHIP

6.1 The Council may reinstate any person who has for any reason ceased to be an Affiliate of the Institute on such terms and conditions as the Council in its absolute discretion may resolve.

6.2 Any Affiliate who is seeking reinstatement as an Affiliate will be required to pay the registration fee and subscription for the current year. Outstanding subscriptions of previous years will not be imposed on Affiliates seeking re-instatement.

7 CONFIDENTIALITY, CONFLICT OF INTEREST, AND INTELLECTUAL PROPERTY

7.1 An affiliate shall NOT misuse any confidential, privileged, or sensitive information, nor place himself or herself in any situation that presents a conflict of interest. An affiliate shall also refrain from disclosing any confidential or sensitive information obtained through their association with the Institute.

7.2 An affiliate shall respect and protect the Institute's intellectual property, including its name, logo, publications, and materials, and shall not use, reproduce, or distribute them without the prior written approval of the Institute.