

SECTION 5

CODE OF CONDUCT

Adopted by the CCGI Board on: January 4, 2013. The Code of Conduct clarifies what the CCGI expects of its members and provides for disciplinary measures to be taken against members whose conduct is unacceptable to the CCGI and its mission. Adherence to the Code of Conduct is a condition of membership – members are liable to face disciplinary action if, after due process, they are found guilty of misconduct which includes any act likely to bring discredit to the member or the Institute.

BY JOINING THE CCGI EACH MEMBER UNDERTAKES AND AGREES:

1. to comply with CCGI’s policies, terms and conditions applicable to members of the Institute;
2. to act at all times in such a way so as not to bring themselves or the Institute into disrepute whether in their personal or professional capacity;
3. to conduct themselves in a professional manner with the highest standards of honesty and integrity, exercising diligence, loyalty, reliability, responsiveness and due care in carrying out their duties and responsibilities, with courtesy and consideration towards others;
4. to respect the pillars of good corporate governance which are based on the principles of transparency, accountability, fairness and responsibility;
5. to not act in any way which may be in conflict with the legitimate interests of their employer or the organizations on which they serve, or which would prejudice the performance of their professional duties and shall act with sound judgment and with such reasonable care and skill that can be expected of them;
6. to comply with:
 - a. all applicable laws and regulations which govern the organizations in which they serve;
 - b. the National Corporate Governance Code, as applicable to the organization(s) in which they serve;

- c. the written codes of conduct of all organizations with which they are associated; and
- d. the codes of conduct and the standards of all professions and associations to which they belong;
7. that they:
 - a. have not been found guilty in any criminal or similar proceeding of fraud, market manipulation, fraudulent misrepresentation, insider trading or other similar offence;
 - b. have not been subject to any penalties or sanctions imposed by a court, regulatory, administrative or self-regulatory body for conduct while acting in the capacity of director or officer of any corporation or in a similar capacity on behalf of any other organization except as disclosed.
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 - or
 - c. are not aware of any alleged conduct that might lead to the consequences in (a) or (b) above;
8. to notify the CCGI as soon as practicable if any of the events described in paragraph (6) above occur subsequent to joining the CCGI and during the term of CCGI membership;
9. to bear the collective responsibility for preserving the integrity of the Institute by notifying the Institute of any violation of this Code by a fellow member that may jeopardize the reputation or credibility of the membership as a whole;
10. to respond in a timely manner to any communication from the Institute requesting information or comments in relation to a complaint or suspected breach; and
11. that the CCGI has the discretion to refuse membership in the CCGI to any person, and to revoke the membership in the CCGI of any person, in appropriate circumstances, including where there has been a breach of the CCGI Member’s Code of Conduct.

I

(Full Name in Block Letters)

declare that I have read, understood and agree with the CCGI Code of Conduct and Terms & Conditions of membership.

Signature: _____ Date: _____

SECTION 6

TERMS AND CONDITIONS

Adopted by the CCGI Board on: January 4, 2013

1. INTRODUCTION

Each member agrees to be bound by these Terms and Conditions. All members undertake that they will make reasonable efforts to comply with the Caribbean Corporate Governance Institute’s (CCGI) Terms and Conditions as updated from time to time.

An individual’s membership or membership rights may be either restricted or cancelled for breach of any of the Terms and Conditions or the Code of Conduct and this shall be at the Institute’s sole discretion.

2. DEFINITIONS

In these Terms and Conditions:

“CCGI” or the “Institute” means the Caribbean Corporate Governance Institute located at 14 Alcazar Street, Port of Spain, Trinidad and Tobago.

“Membership Committee” means the Directors appointed by the Board to oversee the general running of the membership structure, including but not limited to, acceptance of membership applications, membership fees, reviewing of complaints, consideration of appeals, cancelling of membership and updating the Membership Terms and Conditions from time to time.

“Member” means any individual who is a member of the CCGI and who has been admitted in any of the categories described in Section 4, and who is legally eligible for appointment as a director.

In the event of any conflict or inconsistency within this document the Membership Committee will decide on its interpretation and such interpretation will be final and binding.

3. MEMBERSHIP AND APPLICATION PROCEDURE

Each prospective member must apply for membership to the CCGI via the application

procedure. Any prospective member must complete the application form and send it to the CCGI via our website (www.caribbeangovernance.org) or, if that is not available, by post, fax or email, along with payment of the non-refundable Application Fee and applicable Annual Membership Fee.

Eligibility for membership shall be decided by the Membership Committee in accordance with the *Membership Categories and Criteria Policy*.

All applications will be considered by the Committee (usually on a monthly basis), and unless there are any objections to the applications then membership will be granted. Where required by the Board, applicants shall furnish further documentary proof and supporting documents. Where so requested by the Board, applicants shall attend interviews with regard to their application. The Committee is under no obligation to provide a reason for refusal of any application.

Applicants shall be informed in writing of the outcome of their membership application. The rights and benefits of the members are described in the Membership Rights and Benefits Policy and are not transferable.

The Board reserves the right to amend and/or supplement the present terms and conditions.

Membership in the CCGI is conditional upon the member accepting and abiding by these Terms and Conditions, which includes signing of the Code of Conduct. Members acknowledge that these Terms and Conditions are binding upon and enforceable against the member by the CCGI and the Membership Committee.

4. CHANGES IN MEMBER DETAILS

It is the responsibility of members to advise the CCGI of any changes in their contact and personal details that may affect their membership of the CCGI.

5. CHANGE OF MEMBERSHIP CATEGORY OR FEE CLASSIFICATION

Any member wishing to change his/her category may do so by applying in writing to the

Membership Committee. The Membership Committee will consider all such requests and reply to the member within 30 days advising them of their decision. Once a member's new category has been confirmed, any adjustments to membership fees will be due on a pro-rata basis for the year.

6. PAYMENTS

All members must pay their Application Fee, Annual Membership Fees and any other bills within 30 days of activating or renewing membership status. Annual Membership Fees cover the twelve (12) month period following the anniversary date of activation or renewal of membership. If bills remain unpaid after 60 days of invoicing, membership status will be automatically terminated for that individual, in accordance with the *Application Fee and Annual Membership Fee Policy*.

7. DATA PROTECTION

The CCGI will hold all information on its Members in the strictest confidence and will not divulge nor share it without the Member's prior written agreement. Any Member may request an electronic copy of the information held on him/her.

8. MEMBERS DIRECTORY

The name of all members and their respective organizations will be published on the CCGI's website, and searchable by other members. Members must provide CCGI notice in writing if they do not wish their names be disclosed in this manner.

9. TERMINATION OF MEMBERSHIP

9.1 Voluntary Termination

A member may terminate his membership at any time by giving written notice before the desired end of their membership. If due notice has not been given, membership is automatically renewed at the end of the membership term (one year) and the following year's membership fees become automatically payable. All other outstanding bills at the time of termination will become immediately due. The Institute will not provide refunds on Annual Membership Fees for memberships terminated prior to the end of the membership term.

9.2 Termination for Failure to Pay Membership Fees

CCGI shall have the right to suspend the membership rights of a member who shall fail to comply with two reminders to pay arrears of membership fees. Failure by a member to pay invoices within 60 days of invoicing, will result in automatic cancellation of membership.

9.3 Termination for Breach

CCGI shall have the right to terminate the membership of a member in case of breach of any of CCGI's membership Terms & Conditions. Terminations for breach shall follow CCGI's Standards Enforcement & Disciplinary Policy that includes a written warning being issued with regards to the breach, an evaluation as well as an appeals process.

10. WEBSITE

All members will be given a password to access the members' only section of the CCGI website. This password is personal, should be safe guarded and not be shared with anyone else.

11. TRAINING AND EVENTS – PAYMENT AND CANCELLATION POLICY

All booking forms should be accompanied by full payment in advance of the event date. The CCGI will permit a change in the attending delegate when possible.

However cancellations within 5 days of the event will be non-refundable. All "no shows" will be charged.

12. BOARD OF DIRECTORS AND COMMITTEES

Members of CCGI may nominate amongst themselves candidates to fill positions on the Board and Committees of CCGI in accordance with the Bye-Laws of the CCGI, CCGI Chapter Policy, and Committees Policy.

13. COLLECTIVE RESPONSIBILITY

Each member bears responsibility for protecting the integrity and credibility of the membership base as a whole. This includes a responsibility to report any misconduct by a fellow member that may jeopardize the reputation of the Institute or its membership body.

14. COMPLAINTS, DISCIPLINARY AND APPEALS PROCESS

Complaints against individual members or organizations must be made in writing and directed to the Institute's Membership Committee by:

Mail: Confidential
 Chair, Membership Committee
 Caribbean Corporate Governance Institute (CCGI)
 14 Alcazar Street
 Port of Spain,
 Trinidad and Tobago
 Tel: +1 868 221 8707
 Fax: +1 868 221 5306

Email: membership@caribbeangovernance.org

All information provided will be held strictly confidential except for use as described in the Standards Enforcement & Disciplinary Policy. All complainants will be provided with a response within 30 days.

The Membership Committee will respond to each complaint and determine the necessary course of action and/or disciplinary measures to be taken as prescribed in the Standards Enforcement & Disciplinary Policy.

A member may make representations regarding his/her denial, restriction or cancellation of membership, or any other grievance, by writing to the Membership Committee. The Committee will consider the member's grievance or appeal within 30 days and submit its recommendations to the Board whose decision will be final. The member will be notified in writing of its decision.

15. MEMBER'S CODE OF CONDUCT

The Code of Conduct clarifies what the CCGI expects of its members and provides for disciplinary measures to be taken against members whose conduct is unacceptable to the CCGI and its mission.

Adherence to the Code of Conduct is a condition of membership – members are liable to face disciplinary action if, after due process, they are found guilty of misconduct which includes any act likely to bring discredit to the member or the Institute.

SECTION 7

PAYMENT

US \$48	Application Fee (TT\$300)
US \$192	One year membership fee (TT\$1,200)

US \$240	Total Amount Due (TT \$1,500)

OR

I am applying as a member on behalf of a not-for-profit organization and have included a copy of the organization's certificate of incorporation.

US \$48	Application Fee (TT\$ 300)
US \$96	One year membership fee (TT\$ 600)

US \$145	Total Amount Due (TT \$900)

Payment Amount: TT\$ or US\$

By Credit Card:

Name on Credit Card: _____
 Credit Card Number: _____
 Expiry Date: _____

Cheque enclosed

Please make cheque payable to:
 Caribbean Corporate Governance Institute

And deliver to:
 14 Alcazar Street
 Port of Spain
 Trinidad & Tobago

Important note: Your payment will not be processed until your application for membership has been approved. You will receive notification within 30 days on the status of your membership.

