



eema

Event & Entertainment
Management Association

AMENDED
CONSTITUTION
SHARED AS ON 15TH AUGUST 2023



**MEMORANDUM OF ASSOCIATION
AND
RULES AND REGULATIONS
OF EVENT AND ENTERTAINMENT MANAGEMENT ASSOCIATION (EEMA)
REGISTERED UNDER THE SOCIETIES REGISTRATION ACT, 1860, under
Serial No. S/62712/2008 dated 07 July 2008.**

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MEMORANDUM OF ASSOCIATION

1. The name of the Association is Event and Entertainment Management Association, hereinafter referred to as EEMA.
2. The registered office of the Association is to be changed to E-330, Greater Kailash Part -II, New Delhi, 110048, India.
3. Area of Operation: All over India.
4. EEMA is a nodal body formed by firms/individuals/proprietors in the business of Event Management, Experiential Events, MICE, Wedding Planning, and Virtual Events & Marketing Activations. The said firms/individuals/proprietors can be in multiple business of the event industry or outside event industry.
5. The aim and objectives for which the Association has been established are as under:
 - I. To promote, protect and develop the overall business interest of Individuals, sole proprietor Firms, Companies and Organizations engaged in the business of Event & Live Experiential management, Brand activation, Wedding Planning, Digital and Virtual Events by all practical means;
 - II. To represent the interests of members of the "Association" before various Statutory bodies, Local & Government organizations, Tax authorities, and other Private or Public Authorities for the purpose of advocacy or to represent with an objective of streamlining existing laws and policies which will benefit the industry through possible Tax reliefs, concessions, licenses, permissions, clarifications, policy changes, etc. and amongst other associations, national, international regional.
 - III. To represent and protect the interest of the members in particular and the companies engaged in the business of Event & Live Experiential management, IP creation, Wedding Planning, Brand activations, MICE, Digital and Virtual Events, in negotiating fair terms and encouraging better coordination with music companies, artists, light & sound companies, hotels and venues, vendors, etc.
 - IV. To empanel or de-panel, list, or de-list and to form a common dispute redressal forum for various constituents of EEMA like Artists, Vendors, Travel agents, Hoteliers, Equipment suppliers, clients, Associations, industry bodies etc.
 - V. To arrange for educational courses, Conferences, Seminars and Training programs in the field of Event & Live Experiential management, Wedding Planners Brand activation for the benefit of its members and / or its staff;
 - VI. To organize award functions/ceremonies and to form a jury for selection and distribution of awards for best performing event and entertainment organization or associated members, vendors, etc.
 - VII. To encourage and maintain a high level of business and professional integrity

amongst EEMA agencies and members, with their clients and their suppliers.

- VIII. To encourage and secure friendly relations and unanimity amongst members of Association and other similar and associated agencies in India, on all or any one or more subjects connected with their common good and for that matter to associate, cooperate and/or affiliate the Association to the Asian or world organizations or federations established with similar objects.
- IX. To promote the legitimate interests of its members by all lawful means and to secure good relationship between members of the Association and for that purpose, to arbitrate in disputes arising between them; and disputes between them and their client(s) or vendors.
- X. To promote the welfare of persons engaged in the business of Event & Live Experiential management, IP creation, Wedding Planning, Brand activations, MICE, Digital and Virtual Events; and to set the standard of education, skill development, employment of such persons; and for the purpose to join or associate with other organizations in the similar field.
- XI. To survey all matters in any way affecting the business and profession of Event and Live entertainment, Experiential marketing Brand activation, Exhibition management, Sports management, Social events Management, BTL activities and
- XII. for all developments thereof and to decide upon, initiate and support proper processes to deal with any contingency affecting the said business or profession, that may arise, and for that matter to co-operate and/or associate with similar associations or organizations or Government.
- XIII. To do such acts & deeds which promote Event & Live Experiential management, IP creation, Wedding Planning, Brand activations, MICE, Digital and Virtual Events as a better career option.
- XIV. To publish journals, periodicals, and other publications in furtherance of objects of the Association and for the benefit of its member.
- XV. To acquire and take over all or any part of movable or immovable properties of any similar Trust, Society, Association or Institution or anyone else for the purpose of the Association and to maintain such assets.
- XVI. To raise funds, through grants in aid, donations, subscriptions, sponsorship, presents/gifts, rent, contributions and loans or any assistance in financial or any other form, etc. for the fulfilment of aims & objects of the Association and upon such terms and conditions as the Association in its absolute discretion may think fit.
- XVII. To receive financial and non-financial assistance from any Government, Government and Non- Government organizations, international agencies/ organizations, Banks and other legal entities or individuals, as permitted by rules of the Government of India;

- XVIII. To manage, sell, transfer, pledge, dispose of or deal with movable and immovable properties of the Association keeping in view the aims and objects of the Association.
- XIX. To invest funds and help investment of any funds in the modes of investments from time to time which is in terms of Section 11(5) of Income Tax act 1961 or any other law for the time being in force and subsequent amendments thereof from time to time.
- XX. To do other such acts, deeds and decisions for the progress and development of the aims of the Association by passing the resolution at the meeting of the National Executive Committee or the General Body.
- XXI. To do all such and other things as are incidental or conducive to the attainment of the above objects.
- XXII. All the income, earnings, movable, immovable properties of the Association shall be solely utilized and applied towards the promotion of its aims and objects only as set forth in the Memorandum of Association and no profit thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, profits or in any manner whatsoever to the present or past members of the Association or to any other person claiming through anyone or more of the present or past members. No member of the Association shall have any personal claim on any movable or immovable properties of the Association or make any profits, whatsoever by virtue of his/her membership.
- XXIII. To engage, employ and remunerate persons for carrying on the work of the Association on such terms and conditions as may be determined from time to time.
- XXIV. To run educational institutions, training institutions and publish books, reports, journals, magazines, newspapers, periodicals, thesis, research writings, discoveries, documents, news, and information.
- XXV. To take membership in any other society or association as may be deemed fit from time to time for the overall development and progress of the association.
- XXVI. To establish, support or aid in the establishment of associations, institutions, funds and trusts as may be required (within the financial powers defined in Rules & Regulations of EEMA) in furtherance of the objects of the society.

RULES AND REGULATIONS OF EVENT AND ENTERTAINMENT MANAGEMENT ASSOCIATION

PART-I

DEFINITIONS

In these Rules, unless there is anything repugnant in the subject or context:

- I. "Association" means the EVENT AND ENTERTAINMENT MANAGEMENT ASSOCIATION (EEMA).
- II. Annual General Body Meeting (AGM) means annual meetings of the members of the Association who carry voting rights.
- III. Elections means the elections to the various posts of National Executive Committee which will be held as per the election process defined from time to time by the Chief Election officer.
- IV. The term "Member", "President", "Executive Vice President", "Vice-President", "General Secretary", "Secretary", "Treasurer", "Joint Secretary", "National Advisory Council", "Chairman", "State Head" means respectively a Member, the President, the Vice-President, the General Secretary, the Secretary, the Treasurer, the Joint Secretary, National Advisory Council, Chairman, State Head of the Association.
- V. "National Executive Committee" means a committee elected / constituted by the Platinum Members of the General Body at the AGM / through Election process as hereinafter provided and will consist of:
 - a. President, Executive Vice President, General Secretary, Secretary, Treasurer, Zonal Vice President – North, Zonal Vice President – West, Zonal Vice President – South, Zonal Vice President – East, Jt. Secretary – North, Jt. Secretary – South, Jt. Secretary – East and Jt. Secretary – West elected by the members in a process outlined by the Election officer which can be modified and approved from time to time by NEC.
 - b. Nominated members by the President for various initiatives as he or she may deem appropriate. But these nominated members will not carry equivalent voting rights as the elected NEC members and will have to be accepted by the majority of the NEC.
- VI. "National Advisory Committee" means a committee appointed by the NEC consisting of past presidents and other nominated representatives who may or may not be the members of the association. The tenure of the NAC will be for 2 years and then reappointed.
- VII. "4 National Working Committees": There are various agendas that EEMA is pursuing at a continuous level, which may possibly require efforts to be continued beyond the term of the current NEC presiding and handling affairs. Thus, 4 National Working Committees may be formed as follows:
 - a. Government Engagement
 - b. "We Care" initiative.

- c. Artist management
- d. Education, Health and Safety

The intent of these National Working Committees (NWC) is mainly to continue and build upon the long-term work initiated by the NEC during their term of 2 years. The duration of the National Working Committee will be 4 years which equals to 2 terms of the NEC. The strength of the National Working Committee will be decided by the NEC and any member of NEC (as per the consensus of NEC will be the deemed head of NWCs) the current President will be the deemed head of the NWC.

- VIII. "Members" means all members who have paid their fees and are eligible under the membership rules.
- IX. "Membership Register" means a record of member agencies showing:
 - a. the name and address of each of the member agencies,
 - b. name of their representative on the Association, and
 - c. the 'group' and the 'zone' to which they belong.
 - d. would be bifurcated into "voting members" i.e Platinum Members and "non-voting members" i.e. all other categories.
- X. "General Body" comprises the entire membership (voting and non-voting members) of the Association as shown in the Membership Register maintained by the Association. (If any voting happens or any resolution must be passed, it can be done only by the voting members)
- XI. "Year" means the official year of the Association beginning from 1st April and ending 31st March (the first year ended on 31st March 2009).
- XII. "Firm" means and includes a sole proprietor, partnership firm or joint family business. LLP or other Association of individuals.
- XIII. "Organization" means and includes proprietary concern, partnership concern limited company or the like.
- XIV. "Agency" for the purpose of Platinum, Gold & Silver (earlier referred to as Startup) membership means an independent organization engaged in the business or profession of Event & Live Entertainment Management, Brand Activation Management, Wedding Planning & Management, Sports Management, Rural Activation, MICE Operators, Digital Activation Outfit & Performing Arts & Management , Virtual events and Event Aggregators capable of offering unbiased services and advice to its clients on the best and most effective means of mass communication for usefully bringing to the notice of the market the feature and qualities of the product and/or service advertised, exhibited, marketed or promoted in any manner.
 - a. Agency for the purpose of Associate membership as may be added from time to time shall mean Event Service Providers.
 - b. Agency for the purpose of Star membership as may be added from time to time shall mean Individual Artists /Solo Performers respectively.

- XV. "Rules" means the Rules and Regulations of the Association.
- XVI. Words denoting the singular also denote plural number and vice versa.
- XVII. Words denoting the masculine gender also denote the feminine gender and vice versa.
- XVIII. Byelaw means Byelaw of the Association.
- XIX. Secretariat means an office established by the Association for the purpose of running day to day affairs of the Association. The roles and responsibilities, number of staff, etc. will be defined by the National Executive Committee from time to time.

PART II

MEMBERSHIP

- I. **ADMISSION:** It shall be open to all but limited to only Event & Experiential Management “Firms”, “Organization” or “Agency”, professionals, and artists and who also qualifies as per the criteria of “Eligibility of Membership” as defined hereafter. Media persons/organizations shall not be eligible to be a member of the Association.
- II. **CATEGORIES OF MEMBERSHIP:**
 - a. There will be following categories of memberships:
 - i. Platinum Member: with the right to vote for National Executive Committee members and regional positions.
 - ii. Gold & Silver Members: will be eligible to vote for regional positions. (Silver category to be discontinued and all existing Silver members to be upgraded to Gold members).
 - iii. Associate Member
 - iv. Star Member (to be clubbed with associate membership)

[No member shall be entitled to vote at any general meeting unless all sums payable to EEMA have been paid.]

III. ELIGIBILITY FOR MEMBERSHIP:

- a. To become a “Platinum Member “of EEMA, the applicant company must have a minimum turnover of Rs 4 crores in the last financial year, at the time of application, and should be in business for a minimum of 2 years. – if less than 2 years then NEC will take a case-to-case decision.
- b. To become a GOLD member the applicant company must have a minimum turnover of Rs 50 lacs in the last financial year, at the time of application, and should be in business for a minimum of 2 years.
- c. To become an ASSOCIATE member the applicant company should be a registered entity with the government of India in the business of event support services and should have a minimum turnover of 50 lacs. However, Associate Members can be upgraded by the NEC basis their seniority and turnover in the business on case-to-case basis. Performing artists and EMCEEs will also be added in the category of associate membership without turnover criteria.
- d. As a proof of this, the applicant company will have to provide either the balance sheet or a CA certificate to this effect. The Applicant will submit the document to the

EEMA Secretariat who in turn will validate and approve for submission to NEC.

- e. The NEC will be empowered to change from time to time the above criteria for membership admissions and in cases of applicants where it deems fit to make such applicants "Member" of the association. In such exceptional cases it is compulsory to ensure that the application is approved by majority vote of the members of NEC present at the time of such consideration. Such approval can be obtained by mail confirmation as a mode of official confirmation other than during NEC meeting.
- f. Other Self-attested documents to be provided along with application are:
 - i. Copy of PAN card
 - ii. Copy of GST, IGST number
 - iii. Address proof/certification of address
 - iv. Proof of commencement of business.
 - v. E-mail ID and Mobile number of directors/partners/key employees to whom regular communication needs to be done.
 - vi. All other details as per the membership application form provided at EEMA website.
- g. An applicant shall not be a member of any other association/society having a similar objective and that might or would conflict with the objective of the Association.

PROCESS OF MEMBERSHIP ENROLLMENT:

- I. Those eligible and desirous of becoming members of the Association shall fill in the membership application form as may be prescribed by the National Executive Committee and send it to the Secretariat of the Association.
- II. Membership applications received would be considered by the National Executive Committee in accordance with the procedure it may lay down from time to time.
- III. The decision of the National Executive Committee shall be final. The National Executive Committee is not under any obligation to explain its decisions on membership applications. When an application for membership is rejected, the applicant is debarred from making a fresh application within six calendar months from the date of rejection of such application.
- IV. Any 2 members in that category or a category above or the NEC will be required to recommend the new member.
- V. All such applications received between 1st to the end date of each month will be evaluated basis the register of "Resolutions" whichever applicable.

MEMBERSHIP SUBSCRIPTIONS:

- I. Every member of the Association shall pay yearly/annual subscription fee fixed as under basis their category, exclusive of all taxes and levies. The fees will be revised from time to time by NEC and published on the website of the Association. For the

new members, the annual fee will be charged on a monthly pro-rata basis.

- II. The Annual membership fee is non-refundable once the membership is accepted by the Association.
- III. The subscription shall, however, be returned in full if the membership application is rejected, for whatsoever reason, or if the applicant withdraws his/her candidature before acceptance of membership.
- IV. The prescribed annual subscription for every category of membership would be released in the beginning of each financial year on the website as approved by the National Executive Committee.

ENTRANCE FEES:

- I. Every member of the Association shall pay one time Entrance / Joining fee fixed for their respective category which shall be prescribed by the NEC from time to time with at least a two third majority.
- II. The entrance fees will be revised by the NEC from time to time and communicated through the association's website / emailer / brochure.
- III. The Entrance / Joining fee is non-refundable once the membership is accepted by the Association.
- IV. The Entrance / Joining fee shall, however, be returned in full if the membership application is rejected, for whatsoever reason, or if the applicant withdraws his/her candidature before acceptance of membership.

PAYMENT OF YEARLY SUBSCRIPTION FEES:

All members shall pay their subscription before the 30th April for that financial year or as otherwise prescribed by the NEC.

TERMINATION OF MEMBERSHIP:

- I. Membership of a member who is in arrears of subscription after September 30th of the financial year, shall be deemed to have been automatically lapsed, till such time that the payment is received. But the member concerned shall continue to be liable for payment of subscription for the year.
- II. Membership of a member who is in arrears of subscription after December 31st of the financial year, shall be deemed to have been automatically dropped from membership. But the member concerned shall continue to be liable for payment of subscription for the year.
- III. If the member, however, pays the arrears of subscription after one month of expiry of the notice period, the NEC may, if it thinks that the case needs sympathetic consideration, waive the "automatic termination" clause, and allow the member to

Continue as a member with such terms and conditions as it may deem fit in the interest of the Association.

- IV. If for some reason, the annual fee has not even been received until 31st Dec, then the name of the member will be struck off the register of membership.
- V. A Member company/agency may cease to be a member on submitting a written resignation with six weeks' notice.

DISQUALIFICATION FOR MEMBERSHIP/TERMINATION OF MEMBERSHIP:

- I. Process of the termination can be initiated by NEC against the member/company on the ground of misconduct, misbehavior, violent behavior, unsociable behavior, sexual harassment, criminal misconduct, financial irregularity, insolvency, raising obstructions in the smooth working and achievement and aims of the association and any act amounting to unbecoming of a member.
- II. Any Association member/NEC member, who is convicted of any offence in connection with the formation, promotion, management or conduct of the affairs of a society or of a body corporate, or of an offence involving moral turpitude shall be disqualified for being chosen as, and for being a member of the General Body or a member of NEC or any other office bearer of the Association.
- III. In the case of serious misdemeanor, the membership of a member may be suspended for a term or terminated, by the General body with a 2/3 majority vote.

PRIVILEGES OF MEMBERS:

Each Platinum member of the Association shall be entitled to, subject to his payment of all dues / annual subscription to the Association:

- I. To one vote only, which can be exercised at all meetings of the Association or its committees where he serves as a member.
- II. To attend and to participate in decisions, act and vote at all the meetings of the General Body of the Association; [Explanation: Each member agency shall nominate its representative through a Board Resolution, who shall be authorized to vote on behalf of the respective member agency.
- III. To attend and to participate in zonal activities of the Association through their respective branches in the respective zones.
- IV. To obtain gratis all free publications of the Association; and
- V. To the free use of the Association's office for Association work only. Members may use the EEMA office for their personal work if available against a usage charge as published from time to time by the National Executive Council

Each Gold member of the association is privileged to cast a single vote for all zonal elected positions during the elections or the regional posts, subject to his payment of all dues / annual subscription to the Association being up to date.

To obtain gratis all free publications of the Association, and to the free use of the Association's office for Association work only.

ASSOCIATE MEMBERS:

- a. Each associate member agency of the association is privileged to cast a single vote for all zonal elected positions during the elections for the regional posts, subject to his payment of all dues / annual subscription to the association being up to date.
- b. To obtain gratis all free publications of the Association, and to the free use of the Association's office for association work only.

MEMBERSHIP IS NON-TRANSFERABLE:

If a member agency merges into a non-member agency its membership shall be deemed to have been terminated from the date of merger and not vice versa.

CHANGE IN NAME OR CONSTITUTION OF MEMBERS:

- I. A firm or company shall not cease to be a member by reason of a change in the conventional name in which such firm or company was approved as a member, provided there is no change in the constitution occasioned by the admission, death or retirement of a partner or director, or
- II. In the constitution of the firm or company occasioned by the admission or retirement or death of a partner or director provided the business of the firm or company is continued in the conventional name in which such firm or company was elected.
- III. Except as provided herein above, a firm or company shall, however, cease to be a member if there is a change in the conventional name in which it was approved as a member, or on account of a change in its constitution occasioned by any reason whatsoever, and in the case of a partnership firm occasioned by the admission, death or retirement of a partner.
- IV. A firm or company ceasing to be a member because of clause herein above, shall continue to be liable for the subscription for the year in which the change stipulated in clause hereinabove, have been intimated to the Association unless the firm/company concerned gives to the Association a clear three months' notice prior to the closing of the Association's year (viz. March 31) signifying its intention to resign the membership of the Association.
- V. In case member is a sole proprietor firm and upon death of the sole proprietor the legal heir will continue to remain the member of the association subject to fulfilling all necessary conditions of membership as applicable.

RESIGNATION FROM EEMA MEMBERSHIP:

A member desirous of resigning from the membership of the Association shall do so by giving 6 weeks calendar notice in writing to the General Secretary / Secretariat and upon the expiration of the notice period, such member shall cease to be a member.

Resignation:

A member desiring to resign his membership shall inform the Hon: Secretary in writing to that effect before the close of the year preceding that from which he/she desires to resign.

Cessation of Membership:

- a. The Governing body by a 2/3rd (two-third) majority of the total voting members of the Governing Body, may remove the name of any member from the Register for gross misconduct after a proper hearing from the member concerned.
- b. Any person who has ceased to be a member, may be re-admitted on such terms as the Governing Body may determine.

Privileges of Members All members shall be entitled as of right to participate in all the activities of. However, honorary members shall not be eligible for voting rights.

DISQUALIFICATION FOR MEMBERSHIP:

- i. A member shall cease to be a member by reason of: On default in payment of membership fee for a period of more than 1 year. Membership fee becomes payable on 1st April each year and membership can be terminated if it is unpaid beyond 31st December of the same calendar year.
- ii. If the member or company has been convicted in a serious criminal case.
- iii. Winding up the business of Event & Entertainment Management, Brand activation and other activities prescribed in clause XIII of definition of Agency under orders passed by a Court or other competent authority.
- iv. When a member is disqualified for membership, its representative shall automatically and instantaneously be deemed to have ceased to hold any office of the Association or represent the Association in any manner whatsoever.

MEMBERSHIP REGISTER:

- I. The Secretariat of the Association shall maintain a Membership Register showing.
 - a. The names & addresses of the members
 - b. Name of agency's representative on the Association, and group and zone to which

it belongs.

- c. The date on which the member was admitted.
 - d. The date on which a member ceased to be a member.
 - e. Of Admission fees received.
 - f. Of Annual Subscription received.
 - g. Any other information that may be required from time to time.
 - h. Designation or post occupied including the period of such designation.
- II. All communications emanating from the Association, including notices of meetings, shall be addressed to the representative and such communication sent by email and/or courier and/or fax as well as under Certificate of Posting on the address recorded in the membership register, shall be deemed to have been received by the member concerned and no complaint of non-receipt will vitiate the decision taken and/or course of action adopted by the Executive Committee or the General Body as the case may be. Such decisions or actions shall be binding on the member concerned.
- III. Listing of notices on Association's official website shall be deemed as official notice for various General Body Meetings, National Executive Committee meetings, extraordinary meetings and communication of intimation to its eligible members, whether or not individual notices have been sent for that matter.
- IV. A director, partner or proprietor or any executive of a member agency will be qualified to represent the member agency of the Association provided due notice in writing is given to the Association as hereinafter provided.
- V. Any change in address or in the name of the representative be at once notified to the General Secretary by Registered Post and email to enable him / her to maintain the Register up to date. The Secretariat shall acknowledge such a letter and confirm the action taken.
- VI. Accidental omission or non-receipt of a notice or voting paper or any other communication from the Association shall not vitiate the proceedings of the meeting of the Association.

READMISSION:

No readmission will be granted before the completion of termination tenure passed by AGM.

DISPUTE REDRESSALS & APPEALS:

- I. All disputes or appeals will be referred to by a member to the Ombudsman

Committee (henceforth referred to as Ombudsman) of the Association appointed by the NEC.

- II. The Ombudsman Committee will consist of at least 3 up to a maximum of 5 members of which 1 member should possess enough legal knowledge and if required this one member of the said committee can be hired externally.
- III. The Issue raising process to be followed will be as under:
 - a. Ombudsman will receive all issues/complaints in writing through email or hard bound letter via the NEC. Any member of the Association from any category (not limited to Platinum membership) of membership can approach the Ombudsman.
 - b. The Ombudsman will decide on the grievance by following procedures and after hearing the parties will give their decision on the matter. The Ombudsman will not be bound to give reason for their decision.
- IV. Ombudsman will work within the framework of the Rules & Regulations of the Association and common sense of fairness.
- V. The seat of the ombudsman will be New Delhi office of the Association and all proceedings would be preferably conducted in the said office only or at a place of mutual convenience or online through recognizable mediums provided all such meetings are recorded.
- VI. NEC with two-third majority can remove or replace Ombudsman before expiry its term.

PART III

- I. EEMA is a nodal body formed by firms/individuals/proprietors in the business of Event & Experiential Marketing and Management, Wedding Planning & Activations etc. The said firms/individuals/proprietors can be in multiple businesses of the Event Industry or outside the Event Industry.
- II. core objective of EEMA is to do all that is required from time to time and deliver better working conditions for its core members who are into business of Event & Live Experiential Management, Wedding Planning, IP's & Activations etc.
- III. To attain this core objective for its core members EEMA will also engage, enroll other stake holders of the event industry but not diluting the fundamental objective directly or indirectly.
- IV. EEMA as a body or its administrators will not take any such steps or pass regulations by which the core objective of EEMA as a body for "Event Management, Wedding Planners & Activations" firms/individuals/proprietors is diluted.
- V. EEMA has established a secretariat headed by an appointed officer as per KRAs mentioned herein below. The establishment of the Secretariat has been done to run day to day operations of the association and implement all strategies, plans and directions issued by the National Executive Committee.

President:

The organizational head of the Association shall be the President who shall be elected by the General Body from among Platinum members whose names appear on the Membership Register as persons entitled to act and vote as the representative of their respective agency and are entitled to be elected as office bearers. If, for any reason, the office of the President falls vacant it shall be filled in through election within two months from the date it fell vacant. The elections for the post of President and the NEC may be held through online / physical ballot system and/ or may be held at an AGM.

Tenure:

- I. The President shall hold office for 2 years or until the next annual election. The president shall be deemed appointed, unless s/he resigns or is removed from this office by a vote of no confidence passed at any meeting of the General Body (not limited to AGM), by a majority of not less than 2/3rd of the membership of the Association.
- II. The President shall continue to hold office even if all the members of the committee jointly or severally resign or even if the NEC is dissolved by a vote of no confidence by the General Body at any of its meetings.
- III. No person shall hold the post of President for more than 2 consecutive terms at

a time.

- IV. If the post of President falls vacant on account of ill health, death, prosecution, etc., the Executive-Vice President will automatically take charge as an acting President till such time the new President has been elected. And further in the absence of the Executive Vice President, General Secretary will automatically take charge as the acting President till such time the new President has been elected.

POWER AND FUNCTIONS:

PRESIDENT

- I. President shall guide the activities, business and affairs of the Association so as to best promote the objectives of the Association and the larger interest of the profession and industry.
- II. S/He, or in his absence the Executive Vice-President, shall represent the Association before all agencies, government or any other body and act and sign on behalf of the Association in all matters concerning the business of the Association in accordance with such directives as may be given by the Executive Committee and/or the General Body.
- III. The President, if present, shall preside at all meetings of General Body and National Executive Committee held during the term of his office.
- IV. The President shall be entitled to invite any other person to attend the meeting of the NEC, but such person shall not have power to vote.

PART IV

GENERAL BODY

- I. The General Body of the Association shall consist of all members of the Association whose names exist on the rolls and are fully paid up 48 hours before the start of the AGM.
- II. The General Body may give directions from time to time to the National Executive Committee on the policy of the Association and the management of the Association's funds, and/or any matter pertaining to the business and affairs of the Association.
- III. If it is found by the National Executive Committee that the provision of the Rules and Regulations do not cover a particular situation, the NEC shall take a decision. Such a decision of the NEC
- IV. When ratified by simple majority of the membership of the Association shall be valid as if it was part of the Rules and Regulations of the Association. But of such changes where 75 per cent majority is necessary, (i.e., for such changes as mentioned in the Rules and Regulations of the Association which require 75% majority) it will have to be ratified by not less than 75 % of the Association to make such decision valid and binding.
- V. The General Body shall be responsible to elect the President, Executive Vice President, Gen Secretary, and other members of the NEC.
- VI. The General Body shall vote on resolutions as may be required from time to time.

MEETINGS:

- I. The General Body of the Association shall meet at least once in a year as per the date finalized by National Executive Committee, which would be called the Annual General Meeting (AGM), at such a place and time as the National Executive Committee may decide, and as specified in the notice of the meeting to conduct, among others, the following business:
 - a. To receive, approve and adopt the Annual Accounts, the Audit Report, Report of the Activities of the Association as presented by the National Executive Committee.
 - b. To Appoint/renew appointment of the firm of Chartered Accountants as Statutory Auditor and fix remuneration.
 - c. To elect persons to fill vacancies of the National Executive Committee in place of such members of the Body whose terms are expiring by show of hands or by secret ballot papers or online voting as required.

- d. To approve and adopt Budget and expense plan outlays for the next Financial Year.
- e. To consider any other matter that may be brought to the attention of the members in the notice of the meeting or by permission of the chairman of the meeting.
- f. All decisions at the AGM will be deemed approved when voted for by the simple majority of all present and voting members.

ELECTIONS:

- I. The General body will vote directly for the following 5 positions for National Posts.
 - a. President
 - b. Executive Vice President
 - c. General Secretary
 - d. Treasurer
 - e. Secretary
- II. Elections will also be held for the post of 4 Zonal Vice Presidents & 4 Zonal Jt. Secretaries along with 2 committee members for each zone. For these posts members can nominate their candidates from the zones only. Votes can be cast by valid members of all categories (including candidates) of their respective zones for the candidates of their respective zone only. In extraordinary circumstances, the NEC can nominate a Zonal VP and the Joint Secretary & Committee members of the zone in consultation with the members of the zone.
- III. Election Process at AGM or before for Directly Electing Members to the NEC:
 - a. Elections for 13 key National Executive Committee positions and 8 key zonal committee positions may be held before or at the Annual General Meeting. Detailed process to be defined in the Election Manual. (Until the elections of 2022, the NEC comprised of 9 Platinum Members. W.e.f. 2024, the strength of the NEC will stand increased to 13 Platinum Members.)
 - b. The NEC will appoint a Chief Election officer at least 8 weeks before the election date to oversee the elections who may be assisted by 2 or more Election Observers henceforth referred to as EOC. (Election Observer Committee)
 - c. Date of Elections will be intimated to Members at least 6 weeks in advance. Intimation will be in writing through email from the Secretariat /General Secretary or the Chief Election officer appointed by the NEC. Nomination forms will accompany this communication along with the election process mentioned therein.
 - d. Mode of Elections: The elections may be held in physical and/or digital mode.
 - e. The cut-off date for submission of nomination form will not be less than 15 days prior to the election date.

- f. The withdrawal date of nomination will be declared not less than 10 days prior to the election date.
- g. Nomination forms will be received at/by the secretariat of the Association or via digital communication online through a secure portal.
- h. Only Platinum Members who have zero outstanding towards the Association at the time of filing the nomination form will be eligible to file nominations. Proposer and seconder company should not have any outstanding dues at the time of submission of nomination forms.
- i. The list of Nominations of Platinum Members received will be validated by the Secretariat of the Association to the extent of zero outstanding. The Secretariat of the association must issue a No Due Certificate via email for all the final candidates before the final list of valid candidates is announced. The final list of candidates will be announced and circulated among members not less than 10 days before the elections along with an up to 200-word biodata/introduction and the key manifesto/message of the candidate. The biodata/introduction must be provided by the contestant.
- j. Common opportunities to promote their respective candidature would be provided to the candidates on EEMA platforms.
- k. An Election Observer Committee (EOC) will be appointed by the NEC prior to the announcement of the elections. The notice of elections will be sent to all members along with the name and background of the election observers appointed by the NEC. This voting can be done through an online process also.
- l. Election Observer Committee will comprise of persons of repute and would preferably be members of the Association (EEMA) or a person from a reputed audit firm, Judiciary, IAS, Indian Audit & Accounts Service, Sr Advocates, or any other government servant.
- m. The Election Observers Committee will oversee the voting process and declare the results duly signed.
- n. The "**None Of The Above**" (NOTA) option shall be provided in all elections to 13 key NEC positions and 8 key zonal committee positions, conducted henceforth from **11 July 2023**. The purpose of NOTA is to promote transparency, accountability, and the right to abstain from voting in a free and democratic process. If the NOTA option receives the highest number of valid votes in any election, then re-election should happen with a fresh set of candidates. In case of runoff between top two candidates for a position, the NOTA option shall be included in the runoff, and if NOTA receives the highest number of valid votes in the runoff, a new election shall be conducted with different candidates or options.
- o. In case of a physical process being chosen, every ballot paper will be duly signed

in full by the observer/ observer's team, numbered, totaled, and then given away for distribution to members for casting their vote.

- p. Platinum members having all dues paid to date would be given the opportunity to vote in the online elections, for NEC members.
- q. Platinum, Gold, Start Ups, Associate and Star members having all dues paid will be able to vote for regional representatives.
- r. All the votes along with results and other election-related documents will be preserved for a minimum period of 6 months by the agency appointed to run the elections and tabulate the results along with the Secretariat.
- s. Any other clause, sentence or word mentioned in other clauses of Rules and regulations are superseded by this laid out process.
- t. In case of any dispute during the election process, the verdict of the EOC will be final.
- u. It will be the prerogative of the NEC to choose the physical election process or online election process.
- v. In case of online election process, the NEC will appoint a third-party agency/audit firm to conduct the process of the online elections.
- w. No proxy votes would be permitted.
- x. Candidature by any individual should be offered only for one position at the national level.
- y. Candidature by any individual should be offered only for one position at the regional level, which would be relinquished should the same candidate be declared as a winner at the national level.
- z. An out going office bearer shall hand over charge by delivering all papers of the society in his or her charge to the newly elected office bearer within fifteen calendar days of election results being declared.
- aa. The Right to Recall is hereby recognized and guaranteed as an essential democratic mechanism within EEMA w.e.f. **11 July 2023**. The purpose of Right to Recall is to enhance accountability, transparency, and the active participation of members in the governance of EEMA, by granting eligible members the right to recall elected representatives who fail to fulfill their responsibilities or act against the best interests of EEMA.
 - (i) Applicability: The Right to Recall shall apply to all elections conducted by the general Body including but not limited to key NEC positions and key zonal committee positions. The right shall be exercisable only after a specified period (one year) has elapsed since the elected representative assumed office,

ensuring that stability and preventing misuse of the provision.

- (ii) **Initiation:** To initiate Right to Recall process, a Recall Petition shall be submitted to the President or the Executive Vice President, supported by a minimum of 50% of the eligible voters for the position in question. The Petition shall state the grounds for recall, detailing the specific reasons of the dissatisfaction with the elected representative.
- (iii) **Verification:** Secretariat shall conduct verification process to validate the signatures on the Recall Petition within a specified period of 30 days. On completion of the verification process, the results shall be made public.
- (iv) **Recall Election:** If Recall Petition receives a valid number of signatures as per the verification process, Recall Election shall be scheduled. During Recall Election, the eligible members shall have the opportunity to vote for or against the recall of the elected representative in question.
- (v) **Outcome of Recall Election:** If a simple majority of the eligible members/votes vote in favor of recall, the elected representative shall be immediately removed from office. In the event of successful recall, the vacant position shall be filled to a special election, following the standard election process.
- (vi) **Re-election:** The recalled representative shall have the right to stand for re-election in the special election to fill the vacant position. The outcome of the special election shall be binding, and the elected representative's tenure shall continue until the end of the original term, subject to the regular election cycle.

MEETINGS & QUORUM DEFINED BELOW ARE OF NATIONAL LEVEL AND WILL ONLY BE CONSTITUTING OF PLATINUM MEMBERS

EXTRAORDINARY/EMERGENCY GENERAL MEETING:

An Extraordinary General Meeting shall be convened by giving a 7 days' notice period at such a place and time as the NEC may decide, and as specified in the notice of the meeting to conduct, among others, the following business:

- I. To fill the casual vacancies which have arisen due to death, resignation, or incompetence of the members of the NEC.
- II. To consider any other matter that may be brought to the attention of the notice of the meeting or by the permission of the Chairperson of the meeting.

ORDINARY MEETINGS:

Whenever felt necessary, the National Executive Committee will convene an Ordinary Meeting of the General Body by giving 15 days' notice in writing to all the members.

EMERGENCY MEETING:

If the President or in his absence, the Executive Vice-President deems it expedient that an emergency meeting of the General Body be convened to decide upon an urgent and/or important matter, concerning the business and affairs of the Association or affecting the overall interests of the agency profession/affairs, the President or Executive Vice-President, shall have the power to convene an "Emergency Meeting" of the General Body and for such meeting 7 days' notice shall be given in writing to all the members of the Association.

REQUISITIONED MEETING:

If a minimum of 1/3rd of the total membership of the Association by requisition in writing signed by them addressed to the NEC and containing a statement of their reason for the requisition, request the NEC to call a meeting of the General Body, the NEC shall call such a meeting to be held within 21 days after the receipt by the NEC of the said requisition; and if the NEC refuses or neglects to convene such General Body Meeting within the time aforesaid, the signatories to the requisition shall have the power to call such a meeting of the General Body to be held on such a day as they themselves shall appoint. In the case of such meeting held in pursuance of the requisition, the NEC or in the alternative, the signatories of the requisition shall give 15 days' notice to all the members of the date and agenda fixed for such meeting.

SPECIAL MEETING:

Should the President's office and/or the Executive Vice-President's office fall vacant and if at the same time the NEC has been dissolved or if the majority of the members of the NEC have resigned, the remaining members of the NEC or the General Secretary along with any eight members of the Association represented by at least two members from each Zone, shall jointly

have the power to convene a special meeting of the General Body for filling the vacancies. No other business shall be transacted at such a special meeting which shall be convened at 15 days' notice in writing to all members of the Association.

QUORUM:

At any meeting of the General Body except the above referred Special Meeting, the quorum shall be constituted if 1/3rd voting members of the Association are represented at such meeting.

If, at the appointed time for the meeting the prescribed quorum is not present, then the meeting shall be adjourned for half an hour. If, within the half hour period, the required quorum is not present, then the adjourned meeting shall be conducted with the members present who shall be competent to transact all business included in the agenda of the said meeting. At a special meeting of the General Body the quorum shall be constituted if 25 per cent or more of the total members of the Association are represented.

AGENDA:

The agenda for every meeting of the General Body shall be circulated by the General Secretary along with the notice convening the meeting.

RESOLUTIONS:

No resolution purporting to lay down a policy on any of the following matters shall be binding on all the members of the Association unless such a resolution has received the support of not less than 2/3rd members of the National Executive Committee,

- I. Matters pertaining to the standards of business practice and professional skills to which the members are expected to conform.
- II. Matters pertaining to the relationship between Agency, Media owners and suppliers.
- III. Matters or projects involving the Association in Capital expenditure or borrowing exceeding Rs. 10,00,000.00
- IV. All other resolutions not requiring special majority shall be deemed to have been passed by a simple majority by show of hands of the members present at that meeting.
- V. The Chairperson / President of the meeting may, at his/her discretion, decide to refer any of the above referred resolutions to the members not present. The Chairperson / President shall announce in the meetings his/her decision to refer the resolutions to those members who are not present at that meeting of the General Body. A resolution, so referred, shall not be deemed to have been passed unless it receives the support of the majority of those who have voted on the resolution either at the time of the General Body Meeting or by post on a reference from the Chairperson.

PART V

ZONES

The territory covered by the Association shall be divided into the following four zones:

- I. **The North Zone** which includes the States of Delhi, U.P., Rajasthan, Uttarakhand, Himachal Pradesh, Punjab, Haryana, Jammu & Kashmir, Ladakh, Chandigarh and any other Northern States that may be formed.
- II. **The West Zone** which includes the States of Maharashtra, Gujarat, Madhya Pradesh, Goa & Union Territory of Daman & Diu, Chhattisgarh, and any other western state as may be formed.
- III. **The East Zone**, which includes the states of West Bengal, Orissa, Bihar, Assam, Sikkim, Meghalaya, Tripura, Nagaland, Mizoram, Manipur & Arunachal Pradesh and any other eastern state that may be formed.
- IV. **The South Zone** which includes the States of Tamil Nadu, Kerala, Karnataka, Telangana & Andhra Pradesh & Union Territories of Pondicherry/ Lakshadweep/Andaman & Nicobar and any other southern state that may be added.

ZONAL COMMITTEES:

Each of the four Zones will have its managing committee comprising -:

- I. Vice President (will also be part of NEC)
- II. Joint Secretary (will be zonal post but would represent the Zone in the absence of the Vice President at NEC meetings)
- III. 2 zonal managing committee members (will be only zonal post)
- IV. State Heads of all States falling within the Zone

Process of formation of Zonal Committees:

The election process of the Zone will happen along with the NEC election or at AGM or later and as per the same process, terms and conditions mentioned for the election of NEC.

Scope of work for Zonal Committees:

The Zonal Committee is empowered to deal with matters of zonal importance and will function in accordance with such rules and regulations as may be laid down for the purpose by the General Body or the NEC.

STATE CHAPTER

1. States heads may be elected by the state members or appointed by the NEC in consultation with the Zonal Leadership on an as need basis to promote the membership and handle critical matters of importance for the association.
2. Every state which has a minimum of 5 members are required to have a State Head. The State Head must be a Platinum Member.
3. The state heads once appointed will have to comply with the prescribed KRAs and will report to the NEC & Zonal VP.
4. State Head should work jointly with the Zonal VPs and the Committee.
5. When the State has 20 members or more, a State Head will be elected by an election.
6. When the membership of the state crosses 50 members, the State Chapter will elect two additional members, i.e., Secretary and Joint Secretary for the State.
7. When the membership of the State Crosses 50 members, 20% of the Annual fees collected from the state chapter will be at the disposal of the State Committee to organize events for the State Chapter.
8. All programs/ initiatives run by the State Chapter will be approved by the National Executive Committee and the Zonal Committee.

PART VI

NATIONAL EXECUTIVE COMMITTEE

National Executive Committee (General):

The affairs, business and funds of the Association shall be managed by the National Executive Committee in accordance with the direction given by the General Body from time to time.

Composition of NEC:

The NEC shall consist of a maximum of 13 Platinum members, who will be elected and will form the NEC for a period of 2 years. The composition of the NEC will be as under:

1. President
2. Executive Vice President
3. General Secretary
4. Treasurer
5. Secretary
6. Zonal VP North
7. Zonal VP South
8. Zonal VP East
9. Zonal VP West
10. Jt. Secretary North
11. Jr. Secretary South
12. Jt. Secretary East
13. Jt. Secretary West

President, Executive Vice President, General Secretary, Treasurer, Secretary will be elected to the National Executive Committee through the prescribed national voting process.

Zonal Vice Presidents (4) and Zonal Jt. Secretary positions (4) will be elected only by members of their respective zones. In case of no candidates presenting themselves for election as a Zonal VP or Jt. Secretary, the posts may be left vacant, or the NEC can appoint a Platinum member of that respective zone to fulfill the role as Zonal VP and Zonal Jt. Secretary.

CHAIRPERSON OF THE COMMITTEE:

The President of the Association shall preside over the National Executive Committee.

MEETINGS:

- a. Minimum 6 NEC meetings to be held in a year. Such meetings may comprise both physical presence and video conferencing.
- b. Zonal VPs should hold a minimum of 4 Zonal Committee meetings in a year. Zonal VP will also have mandate to form working committees as per the needs or plans of development for the Zone.
- c. Zonal VPs should submit their quarterly report to the NEC.

Any NEC member not attending NEC meeting consecutively for 2 times without due notice will be automatically terminated unless prior approval in writing is sought from the President or General Secretary. Any NEC member not performing can be terminated or asked to resign if 2/3rd majority of members of NEC brings in a motion to do so.

POWERS:

I. General Powers:

The National Executive Committee shall, subject to the direction of the General Body and the provision of these Rules, exercise all such powers and do all such acts and decisions as the Association is by law or by these Rules or otherwise authorized to exercise or do.

II. Special Powers:

In furtherance of and without prejudice to the General Powers conferred by or implied in the last preceding sub-clause (a), and all other powers conferred by those present it is hereby expressly declared that the National Executive Committee shall be entrusted with and may exercise and perform the following powers and functions:

- a. To co-operate with any other individual and to subscribe to, to become a member of and to co-operate with any other association, whether incorporated or not, whose objects are altogether or in part like those of this Association and to procure from or to communicate to any such individual or association, such information as may be likely to further the objects of this Association.
- b. To collect subscriptions and other payments from members and to borrow or raise money required for the purpose of the Association upon such terms and in such manner and upon such securities as may be determined and generally to obtain money for the projects of the Association in any lawful manner and to invest, apply or deal with the same in such manner as may be considered most desirable for giving effect to such objects.
- c. To accept any bequest, device, gift or donation whatsoever (whether of money or of property of any description) and to apply the same or the proceeds of sale or realization thereof for the purpose of the Association or to invest the same or such proceeds and apply the revenue arising therefrom for any of the purposes of the Association.
- d. To acquire by gift or donation and to purchase, take on lease or otherwise, lands and other property movable and immovable, which the Association for the purpose thereof may from time to time think proper to acquire with the prior consent of the General body.
- e. To sell, approve, manage, develop, exchange, lease or let, under lease, sub-let, mortgage, dispose off, turn to account, otherwise deal with all or any part of the property of the Association with the prior consent of the General body.
- f. To appoint representatives of the Association to serve on any Committee,

Governmental or otherwise on which the Association has been invited to be represented or to act for the Association for any other specific purpose.

- g. To appoint such sub-committees as the National Executive Committee may deem it advisable for the purpose of assisting the National Executive Committee in its work and to invite any member of the Association, not being a member of the Executive committee to serve on any such sub- committees and to consult any authority if, for any special reasons, such a course may seem to be advisable.
- h. The National Executive Committee may create a Working Committee comprising some of the members of the Executive Committee to discharge the duties which would normally need regular intervention of the Executive Committee but, always subject to the direction and overall control of the National Executive Committee.
- i. To invite any member of the Association, not being a member of the Executive Committee to be present at any meeting of the Executive Committee and participate in its deliberations provided however, that the member so invited shall have the right to vote in such meeting of the Executive Committee.
- j. To appoint state heads.
- k. To appoint Chartered accountants, lawyers, solicitors, auditors, industry partners and other technical and professional persons to the Association and to consult them whenever the National Executive Committee deems it expedient to do so.
- l. To commence, institute, prosecute and defend all such actions and suits as the Executive Committee may deem it necessary or expedient on behalf of the Association to pursue and submit to arbitration the same as they may think best.
- m. To enter all negotiations and contracts and to receive and vary all such contracts and to do all such acts and deeds and decisions in the name and on behalf of the Association as may be necessary for the furtherance of the objects of the Association Or the decision of the General Body.
- n. To open banking accounts and decide the conditions under which such accounts shall be operated.
- o. To engage and dismiss any officer and employee of the Association and to determine their respective powers and duties and to fix their wages and remuneration and terms of employment.
- p. To decide membership matters such as acceptance of resignation.
- q. To manage the funds of the Association and to exercise all relative powers in accordance with the provision hereinafter contained.
- r. The National Executive Committee, if required and permitted under applicable laws, under special circumstances to defend any legal case arising out of members

disputes with clients or any other matters with any individual company, association, etc., the member agency shall reimburse in full all costs, out of pocket expenses, travel, board, lodge, legal expenses, etc., incurred by the Association arising out of such cases.

- s. If any member/s is authorized by the National Executive Committee to deal with legal cases on behalf of the Association, then the Association will reimburse that member/s all expenses incurred including travel, out-of-pocket expenses, board and lodge, etc.
- t. To put a defaulting member on 'notice' whereupon the member concerned shall cease to be entitled to the privileges of the membership of the Association unless and until the Executive Committee has withdrawn the 'notice.'
- u. To terminate a defaulting member's membership as per the rules laid out in the Rules and regulations of the Association.
- v. To pay all expenses, preliminary or incidental for registration under all or any program or schemes launched by the government from time to time.

RESOLUTIONS:

- a. Subject to the preceding sub-clause, all matters before the National Executive Committee at any meeting thereof will be decided by a special majority of votes of members of the Committee present in person.
- b. The President may, at any time when the National Executive Committee is not in session, refer to the members thereof any resolutions in writing, for their approval. If on such reference all members of the Committee sign the resolution in approval of the same, the resolution shall be as valid and effectual as if it had been passed at a meeting of the National Executive Committee duly called and constituted.

NOTICE FOR ORDINARY MEETING:

The General Secretary in consultation with the President shall fix the date and place of the Ordinary Meeting of the National Executive Committee at 7 days' notice in writing to the members of the National Executive Committee. The Notice period shall commence from the date next to the date of posting the notice of the meeting. All such notices of National Executive Committee Meetings may be sent out by email and/or fax and/or courier.

URGENT MEETING:

The President may, at his discretion, convene an Urgent Meeting of the National Executive Committee at 5 days' notice. Intimation of such meetings shall be sent by email and/or courier and/or fax' and decisions taken at such meetings are not valid unless they are unanimous. For this meeting, the quorum will be President and four members excluding the President.

REQUISITIONED MEETING:

If any three members of the National Executive Committee request the President or in his absence the Vice-President by letter, Fax or email, copy of which shall be forwarded to the General Secretary of the Association, to arrange for a meeting, he shall proceed within 7 days of the receipt of such requisition to convene such meeting and if he fails or neglects to call such meeting, provided the request states the object of the meeting, the signatories to the letter, telegram, FAX or email may themselves convene such meeting, giving at least 7 days' notice thereof.

Any five members of the National Executive Committee will constitute a quorum for such requisitioned meeting of the Executive Committee.

QUORUM:

Any four members of the National Executive Committee and the President or in the absence of the President, any five members of the National Executive Committee shall constitute a quorum for Ordinary Meeting of the National Executive Committee consisting of 13 members, otherwise 50 % of the members of the National Executive Committee present at the meeting shall form quorum. A meeting of the National Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions conferred on it by or under the Rules and Regulations. Attendance to the meeting may be through online means utilizing accepted professional telecommunication systems.

MINUTES:

Confirmed Minutes shall be prima facie proof of the facts mentioned therein.

All Bonafede acts/decisions done at any meeting of the National Executive Committee or any person acting as a member of the National Executive Committee, shall notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such member or persons acting as aforesaid or that any of them were disqualified, be as valid as if every such person, had been duly appointed and was qualified to be a member of the National Executive Committee, unless it is so apparent that without the vote of such disqualified person or persons resolution would not have been carried as required under the Rules and Regulations.

REPORTS:

The National Executive Committee shall submit reports on the activities and funds of the Association to the General Body. Prior to each Annual General Body Meeting, the National Executive Committee shall prepare a report of the proceedings of the Association during the year prior to such meeting and shall cause the same to be printed or generated on computer and shall send at least one copy thereof to each member of the Association, not less than 10 days prior to the date fixed for the said Annual General Body Meeting. The National Executive Committee may also if they deem fit to do so, send any one or more copies of the said Annual Report to any individual or corporation or association to whom or to which they may deem desirable in the interest of the Association to send the same.

KRAS FOR EEMA NATIONAL EXECUTIVE COMMITTEE:**PRESIDENT:**

1. To preside over the proceedings of the AGM.
2. To provide leadership, take forward the vision for the industry.
3. To create and approve the strategic plan for the association, its leadership team and Secretariat.
4. To work in consultation with NEC in streamlining systems and growing the influence of EEMA.
5. To ensure that the Secretariat and National Executive Committee fulfils its role in respect of governance of the association.
6. To manage with Media Spokesperson of the Association.
7. To ensure that the association is run according to its rules with the help of the NEC & Secretariat.
8. To build relationships and represent the association with external organizations, governments, etc.
9. To take forward relationships with other industry bodies.
10. To appoint the Ombudsman and Ombudsman Committee in consultation with & consensus of the NEC.
11. To ensure that all complaints are addressed by the NEC/Secretariat.
12. To refer matters to the Ombudsman/NEC, as may be deemed necessary.
13. To consult with NEC from time to time for key policy issues.
14. To do advocacy of EEMA and its initiatives.
15. To approve the budget and expenses from time to time.
16. To oversee dispute resolution when needed.
17. The President shall have the power to sanction/approve expenditure up to Rs. 10,00,000/- (Rupees Ten Lacs only)

EXECUTIVE VICE PRESIDENT:

1. To represent the President as required and represent EEMA at all such events and industry occasions as directed by the President.
2. To represent EEMA as media spokesperson of the Association as may be required in consultation with the President or if the President is not available.
3. To monitor the progress of all activities and projects as agreed to with the Regional Vice President of the regions.
4. To drive the requirements of various industry verticals as discussed by NEC from time to time.
5. To spearhead the Government Engagement & Interaction on behalf of EEMA.
6. To co-sign the cheques on behalf of the Association as and when required.
7. To act and officiate in the stead of President in the event of his or her absence or incapacitation.

GENERAL SECRETARY:

1. To manage and oversee day-to-day management and administration of the Association.
2. To run the Secretariat with the help of the Secretary.
3. To determine the agenda for the meetings, record decisions taken and followed through, and all business is covered with the help of the Secretariat.
4. To approve the minutes of the meeting prepared by the secretariat and get it approved from President for circulation to the members.
5. To oversee the drive for membership in association with Regional VPs and State Heads.
6. To set the agenda for meetings monthly with President and EVP.
7. To oversee Internal communication to members through newsletters, etc.
8. To ensure all legal documents for EEMA are filed with the required agency on time with the help of the Secretariat and the appointed professionals.
9. To oversee national events and initiatives such as EEMAGINE Conclave, EEMAX Global Awards, EEMA Spotlight Awards, etc.
10. To conduct the AGM and all other general body meetings.
11. To oversee all correspondence (to be executed by the secretariat):

- a. Prepare Agenda
- b. Distribute minutes to all the committee members.
- c. Ensure that national executive members are present to make the meeting quorum.
- d. Maintaining register of the members

12. To take on any other executive responsibility as may be suggested by the President.

13. To sign all deeds and documents for and on behalf of the Association.

14. To sign all documents and proceedings requiring authentication by the Association.

15. Approve of all new applications of membership in coordination with the Secretariat.

16. To supervise and develop BRAND EEMA.

17. To work on communication, PR strategy and social media requirements for the industry.

18. The General Secretary shall have the power to sanction/approve expenditure up to Rs. 2,50,000/- (Rupees Two lacs Fifty thousand only)

TREASURER:

1. To create the annual budget.
2. To oversee the accurate maintaining and filing of all financial records with the help of the Secretariat and appointed professionals.
3. To monitor the income and expenditure of the association.
4. To approve budgets for projects including the pre-project estimates and the post-completion statements.
5. To report to the NEC on all capital and recurring expenditure.
6. To initiate payments and co-sign cheques as required.
7. To deliberate with the banks, auditors, taxation authorities.
8. To oversee the preparation of the annual accounts and interact with the independent auditor of accounts.
9. To oversee internal audits as may be required.
10. To prepare and present financial statements at the Annual General meeting.
11. To present and circulate the balance sheet to National Executive Committee on a quarterly basis.
12. To oversee members' payments as may be required.

13. To work with the Regional VPs and ensure all member dues are collected on time with the help of VPs and Secretariat.
14. To explore revenue opportunities for EEMA.
15. To approve of all new applications of membership in coordination with the Secretariat.
16. The Treasurer shall have the power to sanction/approve expenditure up to Rs. 2,50,000/- (Rupees Two lacs Fifty thousand only)

SECRETARY:

1. To oversee the preparation of minutes of meeting by the secretariat.
2. To work closely with the General Secretary in creating the agenda for monthly meetings, convene such meetings.
3. To centrally coordinate knowledge and training workshops to be held in each region in consultation with the Joint Secretaries or State Heads.
4. To drive for membership in association with Regional VPs and State Heads.
5. To create schemes in discussion with the General Secretary from time to time to benefit members, encourage engagement, and build membership.
6. To work with secretariat to ensure smooth functioning of all officers of EEMA.
7. To ensure transparent and efficient process in the run up of the EEMA Spotlight and EEMAX Global Awards
8. To help the General Secretary in organizing the Annual General Meeting.
9. To help the General Secretary in day-to-day management and administration of the Association.
10. To act and officiate in the stead of the General Secretary in the event of his or her absence or incapacitation for any reason.

ZONAL VP (s):

1. To promote EEMA in their Region and act as regional point of contact for EEMA
2. To represent regional interest within EEMA National Executive Committee
3. To provide quarterly regional status to the NEC and quarterly reports to the Regional EEMA membership.
4. To present an Annual regional status to Annual General meeting
5. To conduct regular workshops for the membership of the zone.

6. To build membership and add value for members in their region in coordination with the appointed state heads of the region.
7. To liaise with local government and local industry organizations in coordination with the appointed State heads of the region.
8. To address any dispute that local members may have.
9. To approve of all new applications of membership of those regions in coordination with the Secretariat.
10. To promote EEMAX Global and EEMA Spotlight awards and ensure maximum participation from the region.
11. To work with the President, EVP, and General Secretary to drive awareness of EEMA in the regions.
12. To work with the Treasurer and the Secretariat for timely collection of dues from members and sponsors, partners, etc.

POWER AND DUTIES OF THE STATE BEARERS / STATE GOVERNING BODY

A. STATE PRESIDENT

- i. The State Head shall supervise all works and activities planned in accordance with the respective Zonal Vice Presidents, Joint Secretaries and EEMA Secretariat.
- ii. He/she shall be the head of the respective state and preside over the meetings with the State council / State Governing Body. He/she shall have the right of casting the vote on State/Regional level.
- iii. To do other things if authorized by the Governing Body/ NEC from time to time.
- iv. To ensure collection of Fees and increase in memberships.
- v. He shall have the power to approve/sanction expenditures up to Rs.20,000 Rupees Only

B. STATE SECRETARY / JOINT SECRETARY

The State Secretary /Joint Secretary is authorized:

- i. To sign on behalf of the Association, conduct its correspondence and to record its proceedings of the meetings.
- ii. To carry out such duties as may be assigned to him/her from time to time by the State Secretary.
- iii. To assume the duties and powers of the State Secretary in case he is not present for any meeting.
- iv. To ensure collection of Fees and increase in memberships.

VP/Secretary for Key Initiatives

From time to time, the President would appoint leaders to advocate and drive key initiatives such as Women's Empowerment, Youth Empowerment, Copyright negotiation, Skills development, Wedding events, Education and student engagement, Safety, etc.

1. To understand the needs and concerns
2. To recommend programs, actions that can be undertaken by members, ecosystem, government, industry, etc.
3. To make recommendations to the government and the required authorities regarding policy, laws and the regulatory framework.

NAC Role and responsibility

1. The NAC will be constituted of all Past Presidents.
2. The Incumbent President may appoint up to 3 members to the NAC.
3. The NAC will be an advisory body to the NEC and the General Body.
4. The NEC may consult with the NAC from time to time and keep them informed of all important matters.
5. The NAC will attend at least 2 joint meetings with the NEC.
6. The NAC may advise or recommend policy changes from time to time.

AMENDMENTS IN THE RULES AND REGULATIONS

1. The rules & regulations shall be amended, altered, or replaced at any time by a majority of the 3/5th of the Members of the Association present at a General Body Meeting specially called. Seven days previous intimation in writing of such amendment shall be given to all members.
2. If henceforth a change is desired in the name of the Association, objectives of the Association or if two or more Associations are to be amalgamated procedures laid down in Section 12 or 12-A of the Society Registration Act, 1960 will be followed.

NATIONAL WORKING COMMITTEES

"4 National Working Committees": There are various agendas that EEMA is pursuing at a continuous level, which may possibly require efforts to be continued beyond the term of the current NEC presiding and handling affairs. Thus, 4 National Working Committees may be formed as follows:

- e. Government Engagement
- f. "We Care" initiative.
- g. Artist management
- h. Education, Health, and Safety

The intent of these National Working Committees (NWC) is mainly to continue and build upon the long-term work initiated by the NEC during their term of 2 years. The duration of the National Working Committee will be 4 years which equals to 2 terms of the NEC. The strength of the National Working Committee will be decided by the NEC and any member of NEC (as per the consensus of NEC will be the deemed head of NWCs) the current President will be the deemed head of the NWC.

PART - VII

FINANCE, FUNDS, INCOME, ACCOUNTS, AUDIT

BANK ACCOUNT

- a. The funds of the Association shall be kept in a Scheduled Bank. With a view to generate income for the Association, the surplus funds shall be invested by NECFD, CDs of scheduled Bank, Units of UTI, Mutual Funds, Bonds/debentures of All India Financial Institutions, Govt. Securities, keeping in view the safety, liquidity and returns.
- b. The money shall be authorized to be withdrawn by the President jointly with any one of the other two-office bearers. However, in some situation's persons from the elected Management Committee may also be authorized by the President to make withdrawal from bank.

Under no circumstances there shall be less than two signatories for operating the Bank Account. One of the signatories must be out of President, Vice-president, General Secretary, Secretary or Treasurer.

SOURCES OF INCOME

- (a) Registration, Admission, special or any other fee in any mode.
- (b) Subscription, Sponsorships, and Interest by way of any mode.
- (c) Donation, gifts, presents & special contribution of any nature.
- (d) Grants, aid, loan or any other assistance in any other form etc.
- (e) Income from Investment of the Trust Fund & Rent.

The Income of the Association received from India and Outside India (as per under FCRA & Govt. rules) as may be from all sources will be utilized for the attainment of the aims and objects of the Association.

MANAGEMENT OF FUNDS AND PROPERTIES OF THE ASSOCIATION

All the income of the Association shall be deposited in the Bank and shall be utilized only for the promotion of the aims and objectives of the Association.

The National Executive Committee shall have power to invest and deal with any of the moneys of the Association not immediately required for the purpose thereof, in such securities and in such manner as they may be instructed by the General Body or in the absence of such instructions as they may think fit and from time to time vary, release such investments.

APPLICATION OF FUNDS AND PROPERTIES:

The funds and properties of the Association however derived shall be applied solely towards

the promotion of the objects of the Association as set out in the Memorandum of Association above, and no proportion thereof shall be paid, transferred or distributed directly or indirectly either by way of share or profits or dividends or bonus or otherwise howsoever by way of profit to the members of the Association; but nothing herein shall be understood to prevent the payment in good faith of reasonable and proper remuneration or reimbursement of authorized hotel, travelling and other expenses incurred while on the business of the Association to any officers or servant of the Association or to any member of the Association.

MAINTENANCE OF ACCOUNTS:

The National Executive Committee shall cause true accounts to be kept of all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditures take place, and of the assets, credits, and liabilities of the Association. The books of the accounts shall be kept at the office of the Association or at such place or places and in charge of such person or persons as the Executive Committee may from time to time direct.

MANAGEMENT OF FUNDS AND PROPERTIES:

The Executive Committee shall have the power to determine the manner in which bills, loans, receipts, expenses, and documents shall be signed or executed by and on behalf of the Association.

The Executive committee shall have the power to authorize expenditure up to 25 lacs. More than this amount sanction of the General Body is needed.

If at any time during the year the funds at the disposal of the Executive Committee are insufficient or likely to be insufficient to defray the estimated expenditure for the remaining portion of the year, then the Executive Committee shall in such cases call a General Body Meeting and lay the accounts of the Association before such meeting for the decision of the General Body.

At least for 21 days prior to each Annual General Body Meeting the Executive Committee shall send to each member of the Association an Income & Expenditure Account and Balance Sheet duly audited as provided for hereinafter, containing a summary of the property and liabilities of the Association and made up to 31st March of the year immediately preceding the meeting and such accounts and balance sheet shall be laid before the members of the Annual General Body Meeting in each year

AUDIT

ACCOUNTS TO BE AUDITED:

Every Balance Sheet and Income & Expenditure Account shall be audited by one or more auditors to be appointed as hereinafter mentioned.

ELECTION OF AUDITORS:

The Association shall elect on the date of the Annual General Body Meeting in each year an auditor or auditors to hold office until the next Annual General Body Meeting and the following provision shall have effect, that is to say:

No person or his/her relative whose name appears on the register as being entitled to act and vote for a member of the Association and no employee or his/her relative of any member of the Association shall be capable of being appointed auditor of the Association.

A person other than a retiring auditor shall not be capable of being appointed at an Annual General Body Meeting unless notice of an intention to nominate that person to the office of the Auditor has been given by any two members jointly to the Secretary of the Association and in such form and before such date as may be fixed for the purpose by the Executive Committee. A list of the candidates duly nominated for the appointment as auditor, together with the voting paper in respect of the election for the post shall be sent to each member of the Association at least 15 days before the date fixed for the election.

REMUNERATION OF AUDITOR:

The remuneration, if any, of the auditor shall be fixed by the Annual General Body or alternatively by the Executive Committee.

RIGHTS AND DUTIES OF AUDITORS:

Every auditor of the Association shall have a right of access at all times to the books of accounts and vouchers of the Association and shall be entitled to require from the President and members of the Executive Committee and all officers and employees such information and explanation as may be necessary for the performance of the duties of the Auditors and shall be entitled to attend any Annual General Meeting at which any accounts which have been examined or reported by them are to be considered and may make any statement or explanation they desire with respect to the accounts.

The auditors shall make a report to the members of the Association on account examined by them and of every Balance Sheet and Income & Expenditure Account laid before the Annual General Body Meeting of the Association during their tenure of office and the report shall state:

- i. Whether or not they have obtained all the information and explanation they have required.
- ii. Whether or not such a Balance Sheet exhibits a true and correct view of the state of the Association's affairs according to the best of their information and the explanation given to them and as shown by the Books of the Association.

WHEN ACCOUNTS TO BE DEEMED FINALLY SETTLED:

Every account of the Executive Committee when audited and approved by the General Body Meeting shall be conclusive except as regards any error discovered therein within 3 months after the approval thereof. However, if any such error is discovered within that period, the account shall be corrected and thenceforth shall be conclusive.

PART – VIII

MISCELLANEOUS

AMENDMENT

Any amendment in the Memorandum of Association and rules and regulation will be carried out in accordance with section 12 & 12A of the Societies of Registration Act, 1860, as applicable to the National Capital Territory of Delhi.

LEGAL PROCEEDINGS (SECTION 6 OF THEACT)

The Association may sue or be sued in the name of the president, as per the provisions laid down under Section 6 of The Societies Registration Act 1860, as applicable to the National Capital Territory of Delhi.

ANNUAL LIST OF THE GOVERNINGBODY

Once in every year a list of the office bearers and members of the Governing Body shall be filled with the Register of Societies, N.C.T of Delhi as required under Section 4 of The Societies Registration Act 1860 and applicable to the National Territory of Delhi.

APPLICABILITY OF THE SOCIETIES REGISTRATIONACT

All the powers under all sections of the Society Registration Act, 1860 as amended from time to time and as adapted, extended, and applicable to in the National Capital Territory of Delhi, will apply to the Association.

BY ELAWS

Executive Committee may frame Byelaws from time to time with the consent of General Body for the proper administration of the Association and a copy of such Byelaws shall be filed with the office of the Registrar of Societies, Delhi

DISSOLUTION AND ADJUSTMENT OFAFFAIRS

If the Association needs to be dissolved as per the provisions laid down under Section 13 & 14 The Societies Registration Act, 1860 as applicable to the National Territory of Delhi. If upon dissolution of the Association there shall remain after the satisfaction of its debts and the liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given over to organization with comparable purposes according to the decisions of the members or, in default thereof, according to the decision of a competent court.

WINDING UP:

- a. The Association shall be wound up on a resolution being passed in that regard at a meeting of the General Body specially convened for the purpose by a majority of not

less than 75 per cent of the total membership of the Association for the time being.

- b. In the event of the Association being wound-up, every present and past member shall, subject to the provisions of this section, be liable to contribute to the assets of the Association an amount sufficient for payment of its debts and liabilities and the costs, charges, and expenses of the winding-up and for the adjustment of the rights of the members interests with the following qualifications, that is to say:
 - i. A past member shall not be liable to contribute if he has ceased to be a member for one year or upwards before the commencement of the winding-up.
 - ii. A past member shall not be liable to contribute to, with respect to, any debt or liability of the Association, contracted after he ceased to be a member.
 - iii. If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Association or any of them but shall be given to some other Association, to be determined by the vote of not less than 60 percent of the total membership of the Association.

ARBITRATION

EEMA Rules relating to Arbitration:

In cases of disputes between member agencies and their clients /vendors/suppliers as well as, inter -se, among members of the Association – the General Body of the EEMA shall follow following rules pertaining to Arbitration:

a. Arbitration between Members and their Clients/ vendors/suppliers:

All disputes and/or differences and/or questions which shall arise between a member agency and his client or Members and vendors / suppliers arising out of or pertaining to an agreement between such member and its client may be referred to the Association by either of the parties. The Arbitration proceedings shall be conducted in accordance with law for the time being in force. The venue of the Arbitration shall be New Delhi or such other place as the disputing parties may agree upon.

b. Arbitration between Inter se amongst Members:

All disputes and/or differences and/or questions that may arise out of or pertaining to the byelaws of the Association or pertaining to questions of importance to the trade or of any nature whatsoever between any two or more members shall be referred to the Association for Arbitration. To invoke this clause, either of the parties to the dispute may make a representation to the Association of any such disputes/differences or questions that have arisen between them.

In the said representation the member(s) concerned shall express its/their desire to have such disputes, differences or questions referred to a sole Arbitrator or more Arbitrators. The Arbitrator(s) shall be appointed by the Association within 30 days of receipt of the representation.

The appointment of Arbitrator(s) shall be made by the Executive Committee of the Association, subject to the acceptance of the Arbitrator(s) of all the parties to the dispute.

The Arbitration proceedings shall be conducted in accordance with the law for the time being in force in India. The venue of the Arbitration shall be New Delhi or such other place as the disputing parties may agree upon.

The Arbitration Fee as may be prescribed from time to time shall be payable by both or all the parties to Arbitration.

ESSENTIAL CERTIFICATES

CERTIFIED THAT THIS IS THE CORRECT COPY OF THE RULES AND REGULATIONS OF THIS ASSOCIATION.

Reviewed and vetted by Lex Chambers