

**THE COMPANIES ORDINANCE (CHAPTER 32)**

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**Company Limited by Guarantee  
and not having a Share Capital**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**ASIAN POLITICAL AND INTERNATIONAL STUDIES ASSOCIATION LIMITED**

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**1. Name**

The name of the Company is “ASIAN POLITICAL AND INTERNATIONAL STUDIES ASSOCIATION LIMITED” (hereinafter called “the Association”).

**2 Registered Office**

The registered office of the Association will be situated in Hong Kong.

**3. Objects**

The objects for which the Association is established are:

- 3.1 Promotion of research, teaching, and publication of political and international studies in and on Asia for public benefit.
- 3.2 Dissemination of research findings, instructional skills and syllabi on political and international studies.
- 3.3 In furtherance of the objects of the Association, promotion of cooperation and exchanges among individuals and institutions.

**4. Powers**

In furtherance of all or any of the aforesaid objects but not otherwise, the Association shall have powers:-

#### 4.1 Procurement of contribution

To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions, or otherwise.

#### 4.2 Acceptance of gifts

To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Association.

#### 4.3 Acquisition of property

To rent, purchase, take on lease or in exchange, hire, or otherwise acquire a suitable building or buildings or part or parts thereof in Hong Kong or elsewhere and any estate or interest in any rights connected therewith, to fit and furnish the same, or to make arrangements for such building or buildings or part or parts thereof to be properly fitted and furnished for any of the objects of the Association.

#### 4.4 Management of property

To manage, maintain, improve, and develop all or any part of the property, land building or buildings of the Association and to operate or use in conjunction or co-ownership with others, lease, mortgage, underlet, exchange, surrender, sell, turn to account or otherwise deal with and dispose of the same or any part or parts thereof or interest therein, for such consideration and on such terms and conditions as the Association may think fit for any of the objects of the Association.

#### 4.5 Development of property

To turn to account any land acquired by the Association or in which it is interested, and in particular by laying out and preparing the same for building purposes, erecting, constructing, altering, pulling down, demolishing, decorating, maintaining, keeping in repair, fitting up, and improving any buildings, for the purpose of the Association and by paving, draining, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with developers, land investment companies, land mortgage companies, building estate companies, banks, financiers, building owners, tenants and others.

#### 4.6 Borrowing money

To borrow or raise or give security for any moneys required for the purpose of the Association upon such securities as may be determined and in such manner as the Association shall think fit and in particular by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Association or by mortgage or charge upon all or any part of the property of the Association both present and future and to give and receive undertakings for the purpose of the Association.

#### 4.7 Investment

To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be determined.

4.8 Trusts

To undertake and execute any trusts directly conducive to any of the objects of the Association.

4.9 Charities

To subscribe to any local or other charities, and to grant donations for any charitable purpose, and to provide a superannuation fund for the servants of the Association, or otherwise to assist any such servants, their widows and children.

4.10 Co-operation

To establish and support, and to aid in the establishment and support of, any other charitable bodies or associations formed for all or any of the objects of this Association and to engage in any activities in conjunction with such other bodies or associations, within the limits of the Association's objects and to arrange reciprocal concessions and co-operation with other such bodies or associations.

4.11 Amalgamation

To amalgamate with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Association provided that such organizations shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Association under or by virtue of clause 5 hereof.

4.12 Acquisition of property of other association

To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and managements of any one or more of the companies, institutions, societies or associations with which the Association is authorized to amalgamate.

4.13 Transfer of property

To transfer all or any of the property, assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations with which the Association is authorized to amalgamate.

4.14 Legislation

To apply for and obtain any local ordinance enactment or regulation or amendment of any existing ordinances enactment or regulation for the furtherance of any of the objects of the Association or for the purpose of ratifying or regularizing any act or acts done or not done by or on behalf of the Association.

4.15 Concessions

To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Association's objects or any of them; and to obtain from any such Government or authority rights, privileges, and concessions required for the purpose of the Association; and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.

#### 4.16 Patents

To apply for, purchase, or otherwise acquire any patents, patent, rights, copyrights, trade marks, formulas, licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which are required for any of the purposes of the Association, or the acquisition of which may seem calculate to benefit the Association; and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account, the property, rights or information so acquired.

#### 4.17 Bills

To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, and other negotiable or transferable instruments.

#### 4.18 Mortgage

To take or hold mortgages, liens, and charges to secure payment of the purchase price, or may unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others.

#### 4.19 Print and publish

To print and publish any newspapers, periodicals, books, or leaflets that the Association may think desirable for the promotion of its objects.

#### 4.20 Incidental things

Generally to do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provide that:

- (i) In case the Association shall take or hold any property which may be subjects to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers,
- (iii) The power set forth in the Seventh Schedule of the Companies Ordinance (Chapter 32) are hereby excluded.

### 5. **No Distribution of Profit**

The Association is a non-profit making organization and therefore cannot distribute its profit.

- 5.1 The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association.
- 5.2 Subject to sub-clauses 5.4 and 5.5 below, no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the Members of the Association.
- 5.3 No member of the Executive Committee or the governing body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause 5.5 below) shall be given by the Association to any member of the Executive Committee or the governing body.
- 5.4 Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any officer or servant of the Association, or to any Member of the Association not being a member of the Executive Committee or the governing body of the Association in return for any services actually rendered to the Association.
- 5.5 Nothing herein shall prevent the payment, in good faith, by the Association:-
- (a) to any member of its Executive Committee or governing body of out-of-pocket expenses;
  - (b) of interest on money lent by any Member of the Association or its Executive Committee or governing body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by the Hong Kong and Shanghai Banking Corporation Limited for Hong Kong dollars loan;
  - (c) of reasonable and proper rent for premises demised or let by any Member of the Association or of its Executive Committee or governing body;
  - (d) of remuneration or other benefit in money or money's worth to a body corporate in which a Member of the Association or a member of its Executive Committee or governing body is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.
- 5.6 No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses 5.4 and 5.5 above.

## 6. **Limited Liability**

The liability of the Members is limited.

## 7. **Extent of Liability**

Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while he is a Member, or within one year after he ceased to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up, and for

the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding the sum of fifty Hong Kong Dollars (HK\$50.00).

8. **Winding Up**

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 but shall be given or transferred to other institution or institutions which have charitable objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property by way of dividend or otherwise amongst its or their members to an extent at least as great as is imposed upon the Association by virtue of the Clauses 5.1 to 5.6 thereof, such institution or institutions to be determined by the Members of the Association at or before the time of the dissolution or in default thereof by a Judge of the High Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

WE, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers
(SD.) Dr. Ian Michael HOLLIDAY Faculty of Humanities and Social Sciences, City University of Hong Kong, Kowloon Tong, Hong Kong (Academician)
(SD.) Dr. M. RAMESH Public Policy Programme Block AS7-FASS National University of Singapore Singapore 117570 (Academician)
(SD.) Dr. Hari SINGH School of History, Politics and Strategic Studies, National University of Malaysia, 43600 Bangi, Selangor, Malaysia (Academician)

Dated: 28 March 2006

WITNESS to the above signatures:-

(SD.) Li Kin Hong Pius  
Accountant  
Suites 1501-2, 15<sup>th</sup> Floor  
No. 59 Connaught Road Central  
HONG KONG