



# Center for International Mediators and Arbitrators

## CIMA Branch Agreement

**THIS BRANCH AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20....., by and between the **Center for International Mediators and Arbitrators (CIMA) UK**, herein referred to as the "Parent Body," and the newly established **CIMA Branch** located in \_\_\_\_\_, herein referred to as the "Branch."

### **WHEREAS:**

1. The Parent Body is the founding organization responsible for overseeing the global operations, governance, and strategic direction of CIMA.
2. The Branch desires to operate under the name and authority of CIMA, extending its mission, vision, and services to its designated geographic area.
3. Both parties agree to work collaboratively to maintain the integrity, reputation, and objectives of CIMA worldwide.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Establishment of the Branch**

1.1 The Parent Body grants the Branch the authority to operate as an official representative of CIMA within the geographic area of \_\_\_\_\_ under the name "CIMA [Branch Name]."

1.2 The Branch agrees to uphold and promote the mission, vision, and objectives of CIMA as outlined in the CIMA Constitution and Bye-Laws.

1.3 The Branch shall ensure that all activities, programs, and services align with the strategic objectives and policies established by the Parent Body.

## **2. Governance and Compliance**

2.1 The Branch agrees to abide by the CIMA Constitution, Bye-Laws, and any amendments, policies, or guidelines passed by the Parent Body from time to time.

2.2 The Branch shall adopt governance structures and practices consistent with those outlined by the Parent Body to ensure accountability, transparency, and operational efficiency.

2.3 The Branch agrees to provide periodic reports, including but not limited to financial statements, activity summaries, and membership updates, as required by the Parent Body.

2.4 The Branch shall ensure compliance with all local laws and regulations applicable to its operations while maintaining adherence to the overarching principles of CIMA.

## **3. Obligations of the Parties**

### **3.1 Obligations of the Parent Body:**

- Provide guidance necessary for the effective establishment and operation of the Branch.
- Ensure regular communication with the Branch to facilitate collaboration and address operational challenges.
- Offer training programs, policy updates, and strategic direction to align Branch operations with CIMA's global objectives.
- Promote the Branch's activities and initiatives through CIMA's official channels to enhance visibility and outreach.

### **3.2 Obligations of the Branch:**

- Actively promote and implement CIMA's mission, vision, and values within the designated geographic area.
- Actively and specially admit members, promote regional ADR efforts, young practitioners within the Region, and such honorary members or fellows as the Parent Body shall recommend.
- Adhere to all policies, procedures, and governance frameworks set by the Parent Body.
- Maintain financial transparency and provide timely remittance of any dues or contributions owed to the Parent Body.

- Ensure regular reporting and open communication with the Parent Body, including updates on activities, membership growth, and financial performance.
- Uphold the reputation of CIMA by maintaining high standards of professionalism and ethical conduct.

#### **4. Use of the CIMA Name and Logo**

4.1 The Branch is authorized to use the CIMA name, logo, and branding materials solely for purposes aligned with its role as a representative of the Parent Body.

4.2 Any misuse of the CIMA name, logo, or branding that harms the reputation or integrity of the Parent Body shall be grounds for immediate corrective action, including suspension of Branch status.

#### **5. Financial Responsibilities**

5.1 The Branch agrees to manage its finances responsibly, ensuring compliance with both local financial regulations and the Parent Body's financial policies.

5.2 The Branch shall remit any agreed-upon dues, fees, or contributions to the Parent Body in a timely manner as determined by the Parent Body.

5.3 The Parent Body reserves the right to audit the Branch's financial records to ensure transparency and compliance with CIMA's financial policies.

#### **6. Policies and Procedures**

6.1 The Branch agrees to implement and adhere to all policies and procedures established by the Parent Body, including but not limited to:

- Ethical and Professional Standards Policy.
- Confidentiality and Data Protection Policy.
- Diversity, Equity, and Inclusion (DEI) Policy.
- Technology and Innovation Policy.
- Training and Capacity-Building Policy.

6.2 The Parent Body reserves the right to update and revise policies as needed. The Branch agrees to comply with such updates within a reasonable time frame.

## **7. Dispute Resolution**

7.1 Any disputes arising between the Parent Body and the Branch shall be resolved amicably through mediation and/or arbitration in accordance with CIMA's dispute resolution framework.

7.2 The venue for arbitration shall be in the United Kingdom unless otherwise agreed by both parties.

## **8. Termination of Agreement**

8.1 Either party may terminate this Agreement with 90 days' written notice, provided that all outstanding obligations have been fulfilled.

8.2 The Parent Body reserves the right to revoke Branch status immediately in the event of serious breaches of this Agreement, including violations of the CIMA Constitution, Bye-Laws, or policies.

8.3 Upon termination, the Branch shall cease all use of the CIMA name, logo, and branding materials and transfer all assets, records, and intellectual property to the Parent Body as directed.

## **9. General Provisions**

9.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

9.2 Any amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.

9.3 This Agreement shall be governed by the laws of the United Kingdom.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

### **Signed for and on behalf of CIMA UK (Parent Body):**

Name: Dr Osei Bonsu Dickson FCIMArb

Title: Vice President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed for and on behalf of CIMA [Branch Name]:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Annexure

# CIMA Membership

This document outlines the pathways to obtain CIMA membership. CIMA membership signifies that an individual has achieved a high level of expertise and proficiency in dispute resolution and demonstrates a commitment to professionalism, integrity, and esteemed values. To obtain CIMA membership, there are three primary routes:

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### 1. The Experienced Practitioner Route

This route recognizes professional experience in mediation, arbitration, or related fields. Applicants are required to provide details of their appointments or participation over a specific period that meets the standards set by CIMA.

#### Experience Requirements:

- **Fellowship:** 10 years of experience.
- **Membership:** 5 years of experience.
- **Associate Membership:** 6 months of experience.
- **Student Membership:** No prior experience required.

If you wish to be assessed via the Experienced Practitioner Route, please email [info@thecima.org](mailto:info@thecima.org).

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### 2. The Training Route

The training route allows candidates to qualify as Fellows, Members, or Associates through specific CIMA training courses and assessments. This route does not require minimum years of experience.

For further details on the courses specific to each membership level, please visit email [osei.dickson@thecima.org](mailto:osei.dickson@thecima.org)

## Key Courses Include:

- **Introduction to Mediation and Arbitration**
- **Module 1 (Law, Practice, and Procedure)**
- **Module 2 (Law of Obligations)**
- **Module 3 (Evidence, Decision-Making, and Award Writing)**
- **Mediation Training**

For information on accelerated training routes, please visit [CIMA Accelerated Routes Page].

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## 3. The Recognised Course Provider Route

This route allows individuals to gain membership by completing courses with external educational institutions accredited by CIMA. These institutions operate under the Recognised Course Provider (RCP) scheme, which ensures alignment with CIMA's standards for membership.

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## Membership Levels and Requirements

Membership Level	Experienced Practitioner Route	Training Route	Recognised Course Provider
<b>Associate</b>	– 6 months of experience		
– Latest CV			
– Reference Letter	– Zero experience		
– Completion of one of CIMA's introductory courses.	– Completion of an equivalent qualification from a recognised course provider.		
<b>Member</b>	– 5 years of experience		
– Latest CV			
– Schedule of appointments or participation			
– Two (2) reference letters	– Zero experience		
– Completion of Module 1 training and assessment, OR completion of CIMA's	– Completion of an equivalent course from a Recognised Course Provider.		

Accelerated Route to Membership (ARM).

– Attending an interview.

**World Fellow**

– 10 years of experience

– Knowledge of the law of obligations and evidence at first-degree level or equivalent

– Zero experience

– Completion of Modules 2 and 3, OR completion of an Accelerated Route to Fellowship, OR completion of CIMA’s Diploma, Part 3.

– Completion of an equivalent course from a Recognised Course Provider.

– Attending an interview.

**Student**

No prior experience required. Membership is free and open to students currently enrolled in universities or institutions listed under CIMA’s Recognised Course Providers.

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**Additional Information:**

CIMA is committed to providing clear pathways for individuals at every stage of their ADR journey. Whether you are an experienced practitioner or just starting out, CIMA offers a membership route tailored to your needs.