



**PANGEANET**  
INTERNATIONAL NETWORK OF INDEPENDENT LAW FIRMS

## CONSTITUTION

1. Pangea Net (hereinafter “Pangea” or “the Network”) is an international association of law firms and associations, which has been formed to achieve the common objectives set out in Section 2. All member firm are independent of each other, and no partnership or other legal or contractual basis exists between them by virtue of their membership in this Network.
2. The Network exists for the following purposes:
  - a. To provide more extensive service to clients of Pangea Members through a Network of member firms and associations to whom member firms may make referrals with the knowledge that such matters will be handled promptly, with a high level of legal skill and ability, and to provide opportunities among the member firms for cross-marketing of legal skills and expertise;
  - b. To promote international legal co-operation and understanding between lawyers from the member firms as well as the improvement of legal practice and client service within the member firms through improved understanding of the jurisdictions in which the member firms operate, and through cooperative educational efforts for Network firms and their clients;
  - c. To facilitate the development of interpersonal relationships and promote professional interaction, on an informal basis, among the lawyers of the member firms, in order to further the stated purposes of the Network;
  - d. To help to educate member firms by providing a forum for the exchange of information regarding the relevant law in countries of member firms, cross-border issues and other matters of mutual interest that may arise from time to time; and
  - e. To carry on activities of joint interest to the membership for the purpose of promoting the recognition and status of the organization to the public and for the benefit of its members.
3. Each legal practice or association shall be a Member of Pangea and shall signify acceptance of the terms of this Constitution by appending their authorised signature as set out in Appendix A. Member firms shall be elected to membership by a vote of the Executive Board (hereinafter the “Executive”), after submission and review of a duly executed application as provided for in subparagraph d of this Article. As the stated purposes of Pangea are best achieved by independent firms and associations with demonstrated quality of service and practice, and commitment to the stated purposes of the Network, admission to and continuing membership in Pangea requires member firms to:
  - a. Provide quality legal services within their national jurisdiction in such fields of law as the Executive Board may decide is necessary and appropriate for meeting the goals and purposes of Pangea, and provide satisfactory information to the Executive Board that the firm has sufficient capacity in order to receive and effectively handle any such matters as may be referred by other member firms;



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b. Support the Network by:

i. Developing and promoting membership in the Network within the various practice groups of the member firm, and, to the extent practical, ensuring that clients and other contacts within the member firm are aware of the Network and the services the Network may provide;

ii. Not being a member of any other association or alliance of law firms which, in the opinion of the Executive, is likely to prevent the referral of work to any or all of the other member firms, or which the Executive Board determines impairs the legitimate interests and rights of another member firm; and

c. Pangea is committed to the principle of one member firm per country. Additional member firms within countries already represented in Pangea may be admitted to membership where the Executive determines that it is appropriate for one or more additional firms to be proposed for membership because: (1) the jurisdiction represented by the current member firm is sufficient to support additional member firms without impairing the rights and interests of the affected member firm within the Network; or (2) because the existing member firm is unable by itself to provide the full range of legal services which member firms are expected to provide and are desired by the membership. Such additional firms may be admitted as Members subject to reasonable conditions determined by the Executive to be necessary for maintenance of the membership and administration of the Network.

A member firm shall not have any office in any country in which there exists a member firm, unless (1) the affected member firm does not object to said office; or (2) the Executive has otherwise determined that the existence of such an office will not affect the possibility of work being referred to other member firms and that such office does not impair the interests and rights of the concerned member firm

In the event that a member firm, whether by expansion, merger or otherwise, establishes or acquires an office in a jurisdiction already represented by a member of the Network, the Executive may, upon 2/3 vote of a quorum of its members and subject to the provisions of paragraph 3.b.iii above, impose conditions on the membership of that firm such that its continued membership in the Network does not interfere with the rights and interests of the affected member firm, or, if the member firm rejects such conditions, to terminate the firm's membership upon unanimous vote of the Executive. No action shall be taken by the Executive, however, without prior consultation with both member firms, and reasonable efforts toward resolution of any issues by agreement between them.

d. Each application for membership in Pangea shall be in writing in a form prescribed by the Executive and shall be duly executed by a member of the firm making the application. Submission of an application for membership shall be considered an agreement by the firm, if admitted, to be bound by the rules of Pangea. Any material omission in any application shall be grounds for termination of membership. As part of its review of any application, the Executive may determine to have one or more of its members visit the applying firm to determine its suitability for membership in the Network.



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4. An Executive Board ('Executive') shall be organized in order to effect in all respects the efficient management of Pangea, including the following:
  - a. Overseeing the effective operation and benefits provided by the Network to member firms, and proposing and developing new programs and activities for effectuating the purposes of the Network;
  - b. Reviewing member firms' compliance with the obligations undertaken in connection with their membership in the Network, and, where necessary, taking appropriate action to remedy such non-compliance as provided for in Article 20;
  - c. Admitting new members to Pangea after due consideration has been given to the application questionnaire submitted by the interested firm. The Executive shall take the opportunity to review the application submitted by the interested firm, and shall consider other such other information that may be deemed appropriate by the Executive, in making a determination as to membership in Pangea. No recommendation for membership shall be made unless it is determined that the new member meets the requirements for membership in the Network and is committed to the purposes for which Pangea is established. In addition, prior to any vote by the Executive on an application, information concerning the applicant firm shall be circulated to the membership for consideration and comment. Comments under this rule must be received within 30 days of circulation otherwise the Executive may move forward to vote on the application;
  - d. Reviewing any complaints by and between the member firms and providing recommendations for resolution of such disputes where requested, except that where a member firm has violated one of its obligations under this Constitution, the Executive may take action consistent with the procedures provided in Article 12 and 20;
  - e. Proposing the amount of the annual membership fee as well as any joining fee for new members to be paid by all member firms, subject to approval of the membership at the Annual General Meeting;
  - f. Recommending candidates for election to the positions of Chairman, Deputy Chairman and Honorary Treasurer for a term of two years in each office, who shall then submit themselves for election at the Annual General Meeting of Pangea;
  - g. Contracting for services on behalf of the Network which the Executive determines may be necessary in order to permit it to meet its obligations under this Article and in furthering the purposes of Pangea;
  - h. Removing representatives and officers of the Executive where it is determined, by a 2/3 vote of a quorum of the Executive, that the representative or officer has engaged in intentional actions which the Executive believes are contrary to the interests and purposes of Pangea, and where such actions pose an immediate threat of harm or injury to the Network;



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- i. Establishing and maintaining Boards for the purpose of identifying and carrying out educative and other opportunities which further the purposes of Pangea as set forth in Article 2; and
  - j. Presenting a report to the membership at the Annual General Meeting on the above matters as well as any other matters arising which may be of interest to the membership.
  - k. Referring matters of interest to the membership, including matters on which the Executive has determined it is appropriate to request the opinion or recommendation of the general membership before taking further action.
- 5.
- a. The Executive shall be comprised of no fewer than five (5) and no greater than seven (7) representatives, with the precise number to be determined by the Executive at its discretion based on its assessment of the needs of the network. Members of the Executive shall be selected by the Executive from a list of interested candidates provided from the member firms. Those candidates selected to fill vacancies on the Executive shall be confirmed by the membership by affirmative vote at the Annual General Meeting.
  - b. Each member of the Executive shall be elected for a two year term, and shall be eligible to stand for re-appointment. Positions on the Executive shall be filled at the expiration of a member's term or when there is an opening or vacancy. In the event there is a vacancy on the Executive during the term of any member, the position shall be filled by special appointment by the Executive. The person so appointed shall complete the balance of the term of the vacating member, subject to the right of the Membership to object to the appointment at the next AGM following the appointment as provided in Article 5.d. Newly created positions on the Executive may only be filled at the Annual General Meeting.
  - c. Appointments for positions on the Executive shall be made at least thirty days prior to the Annual General Meeting by notice to the membership. All persons interested in a position on the Executive shall advise the Executive at least 60 days prior to the Annual General Meeting of their desire to hold a position on the Executive in order to be considered for selection by the Executive and appointment by the membership.
  - d. Objections to a proposed slate for appointment to the Executive may be allowed only when the objection is sponsored or seconded by an affirmative vote of no less than 2/3 of the membership present and voting at the Annual General Meeting. An objection may be sustained only on a 2/3 vote. In the event an objection is sustained, then the members present and eligible to vote at the Annual General Meeting shall determine the slate by majority vote of the members. Where there is no objection to the slate of members proposed for appointment to the Executive, or an objection fails to obtain the necessary 2/3 vote of the membership, the proposed slate shall be elected to the Executive by majority of the membership present and voting at the Annual General Meeting. Voting shall be held by open ballot (unless otherwise determined by the Chairman pursuant to Article 18.a.iv.)
  - e. The Chairman of the Executive shall preside at all meetings of the Executive, at the Annual General Meeting of the Network. If the Chairman is unable or unwilling to perform



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such duties, these duties shall be performed by the Deputy Chairman. The Treasurer shall be responsible for the general oversight of the accounts of Pangea, reporting semi-annually to the Executive Board, and when requested by the Chairman, regarding the accounts of the Network, and preparing a report to the membership at the Annual General Meeting. The Executive shall meet at least semi-annually in order to undertake its duties and obligations hereunder, at a location to be determined by the Executive.

f. Members of the Executive shall be entitled to reimbursement of reasonable expenses incurred in connection with the carrying out of their duties as member of the Executive. Such expenses shall include reasonable travel and accommodation of Executive members to attend Executive meetings as well as visits to prospective member firms, where deemed appropriate by the Executive. The reasonableness of expenses shall be determined by the Executive and reported to the membership as provided for in Article 4.

g. A vote of the Executive may be taken by means of teleconference where a full meeting of the Executive is impractical. Members of the Executive who are unable to appear at the semi-annual meetings may request to participate by telephone or other appropriate means, and such requests shall not be unreasonably refused by the Executive. A member of the Executive accorded the right to so participate shall be permitted full participation in the meeting of the Executive. Nothing herein, however, is intended to excuse regular attendance of Executive members at duly called Executive meetings.

h. The Executive may delegate the carrying out of those activities designated in Article 4 above to one or more members of the Executive as it deems necessary in order to permit the efficient and reasonable operation of the Executive in carrying out its duties. The Executive shall also have the authority to hire or engage a professional manager, or other such administrative professionals, to assist with the operation and management of the Executive. The scope of the duties of any such professional manager shall be determined by the Executive.

6. The principal working language of Pangea is English.

7. A Conference will be held each year ('the Annual Conference') and within the Annual Conference will be held the Annual General Meeting of Pangea. The venue for such Conference will be agreed at the previous Annual Conference. The Annual General Meeting held within the Annual Conference will require the Executive to report upon the activities of Pangea during the previous year, including providing a financial Report of the finances of Pangea. The Executive may regulate and prescribe the content of the Annual General Meeting as it deems appropriate; however, nothing herein shall preclude a Member firm from proposing alternate candidates for a position on the Executive subject to the provisions of paragraph 5.b above, or from bringing a matter of concern to the attention of the membership during the Annual General Meeting or otherwise. The conduct of the Annual General Meeting shall be in accordance with Roberts Rules of Order, and minutes of every meeting shall be maintained by an appointed secretary and circulated following the meeting.

8. The cost of the Annual Conference will be covered principally by a Conference Levy, established by the host country, and paid on a per-capita basis by all those attending the Conference. The levy shall be paid by each attendee of the Conference in full without regard to the number of days the member attends the conference or the extent to which they may participate in any events at the



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Conference. Members who confirm their attendance at the Annual Conference but fail to attend the Conference without giving notice prior to a date certain set by the host country, shall be responsible for payment in full of the conference levy. The Executive may, upon request, remit an obligation to pay the Conference Levy where the Executive deems it is appropriate to do so, but only in the cases of medical emergency, or financial or personal hardship. In such a case, the Conference Levy may, in the discretion of the Executive, be paid from the general funds of Pangea.

9. A Directory of member firms will be prepared and updated annually by the Executive. The directory shall be displayed on the website maintained by Pangea. Member firms are encouraged to provide for the Directory such information as it considers necessary and relevant to its role as a member of the Network, including a general description of the member firm, including its practice areas, and a contact person or persons for the member firm for matters relating to the Network. The Executive shall have responsibility for the maintenance and publishing of the Directory. From time to time each member firm may be requested by the Executive to complete a questionnaire setting out certain information concerning the member firm for retention by Pangea. Such information may be made available to all members of the Network.

10. Commissions will not be paid by member firms receiving referral work. The Executive may recommend from time to time a referral code of practice to be adopted between member firms, except that it is understood and agreed to by the membership that:

- a. There is no obligation on any member firm to refer work to other member firms, but that such referrals are encouraged and are recognized as one of the purposes for membership in the Network;
- b. Member firms receiving a referral from other member firms are required to confirm their ability to undertake the referred matter promptly and in accordance with generally accepted standards of professional practice, and that if they are unable to handle the referred matter, to refer the matter to an alternative firm or association able to handle the matter;
- c. Unless otherwise agreed by the member firms involved, that any such referrals are made with the understanding that the member firm is not responsible for payment of any fees or expenses incurred by the member firm receiving the referral; and
- d. Nothing in this Section is intended to preclude any member firm from providing general advice and consultation without charge, in accordance with the purposes of the Network as set forth in Article 2.

11. Professional standards of Pangea will be achieved by:

- (i) Notification to the Executive that the member firm has sufficient professional indemnity insurance in accordance with reasonable professional standards in accordance with the standards in which the legal work is conducted.
- (ii) Reporting to the Executive any complaints from clients involving fellow members. Such reporting shall not take place until the respective members of Pangea have privately had



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the opportunity to comment upon the complaint and, if possible, resolve any outstanding dispute between them without the need for members of Pangea to be involved.

(iii) In the event of an unresolved dispute arising involving a member of Pangea the Executive shall have power to terminate the membership of such member found to be in default, after due consideration of the matter, and as provided in Article 21.

(iv) The Executive shall from time to time consider whether policy guidelines should be introduced by Pangea in the light of experience in particular relating to disputes notified to it as well as current legal practice.

12. The policy of Pangea is to extend its Network of member firms to establish worldwide connections for the benefit of clients of Pangea.

13. Pangea may establish and maintain committees dedicated to various practice areas and interests, subject to the ultimate direction of the Executive whose membership shall be invited in consultation with the chair of each committee. The principal purpose of such committees should be to promote interest in and recognition of Pangea externally and within the network.

14. The Member firm in each country is responsible for the promotion of Pangea in that country subject to Pangea's aims and objectives and guidelines and protocol agreed from time to time. If more than one member firm is also present in a member country, the Member firms are expected to cooperate with respect to activities on behalf of the Network.

15. All Member firms have the same rights and duties within Pangea.

16. All members of Pangea are obliged to disclose any other networks and/or associations of which they are members from time to time upon request of the Membership or the Executive Board.

17. Each member firm shall have the non-exclusive right to use the name and logo of the Network, the directory and any other promotional literature provided by member firms for use by the Network, while the member firm remains a member of the Network, subject to the following requirements:

a. All member firms agree that if they leave the Network, that any work contributed by them to any joint publication of the Network may be used by the Network or any member firm, without charge;

b. Any member firm leaving Pangea agrees that upon termination of such member firm's membership that it will not continue to use the name of Pangea for any purpose whatsoever after such termination, and that it will not make use of the logo or describe itself as a member of Pangea; and

c. Member firms may not name any other member firms on their notepaper or other literature without the express permission of the member firm concerned.



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18.

a. The Network is expected to operate on the basis of consensus without the need for formal votes on all matters arising. Where a vote is required as specified by this Constitution, or where a member firm has proposed that a vote be taken and such proposal is seconded by another member firm, voting shall be as follows:

- i. Each Member firm has one vote.
- ii. All matters which may be proposed by a member and/or the Executive as well as all matters put to the Annual General Meeting of Pangea require a simple majority of members voting including voting upon any amendments to the Constitution of Pangea.
- iii. A vote cast by a member who has failed to make payment of the annual membership fee may be disallowed by the Chairman of the relevant meeting.
- iv. The Chairman shall decide the method of voting to be used on any particular matter before the membership for a vote.

b. Subject to the requirements of Article 19, the following matters shall require the affirmative vote of more than 50% of the member firms voting on the matter concerned:

- i. the election of any person to, or removal from, the Executive;
- ii. the approval of the annual membership fees, and any joining fees for new Members and Sub-members; and
- iii. other matters not requiring a 2/3 vote as required by Article 19.c.

c. Subject to the requirements of Article 19, the following matters shall require the affirmative vote of more than 2/3 of the member firms voting on the matter concerned:

- i. a change in the name of the Network;
- ii. any change in the terms of the Constitution; and
- iii. the winding up of the Network.

19. The number of members required for a meeting of the Executive shall be four. The number of members for a valid Annual General Meeting shall be at least 51% of the membership attending and eligible to vote.

20.

a. Member firms voluntarily leaving Pangea should give at least three months written notice of termination of their membership of Pangea. The leaving date will be determined by the date notice of termination is received by the Secretary-General. The annual membership fee paid by the member will not be refunded on termination and will be payable if notice of termination is received after 1st May in any one year.





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- b. The membership of any firm may be terminated involuntarily under the following circumstances:
- i. Where the member firm ceases to be a firm which engages in the practice of law, or ceases to exist as the corporate entity admitted to membership in Pangea, whether as a result of a merger or consolidation with another organization, or as a result of the termination or dissolution of the business; or
- ii. Where the member firm fails to comply with the requirements of membership as set forth Articles 2 and 3, or otherwise fails to comply with its obligations herein, the Executive, after due notice to the member firm, take the following steps:
- a) Discuss the matters with the member firm in an effort to ensure that non-compliance is corrected and that the member firm is committed to remaining a member firm and shall comply with its obligations herein;
- b) If discussions between the Executive and the member firm do not provide a satisfactory result, a member of the Executive may propose a resolution that the member firm be expelled from the Network;
- c) Any proposal to expel a member firm shall be seconded by a member of the Executive and subject to a requirement of 2/3 vote of members of the Executive for passage.

Upon approval of such a recommendation for expulsion, the member firm shall no longer be considered a member of the Network and shall no longer have any rights or privileges of a member. A member firm expelled in accordance with this Article shall not be entitled to any refund of any monies paid to the Network by way of annual fees or otherwise.

21. This Constitution may be amended or revised by a 2/3 vote of a quorum of the voting membership. All amends shall take effect as of the date they are ratified by the membership unless otherwise specifically provided for by resolution. Proposed amendments may be tabled by a 50% vote of the voting membership. A majority vote is necessary to revive any tabled amendments.

22. Upon dissolution of the Network, the general funds of the Network shall be disbursed as follows: (1) first, all outstanding debts and accounts of the Network shall be paid in full; (2) any remaining funds shall be dispersed in equal pro-rata amounts to the Members of the Network, except that any amount payable to a Member owing dues, Conference Levies or other amounts to the Network shall have its share reduced by the full amount due and the amount deducted shall be distributed pro-rata to other Members who do not have amounts owing.

23. In the unlikely event of any dispute arising between the member firms concerning their rights and obligations under this Constitution, (specifically excluding, however, any disputes concerning referrals and any work performed), which cannot be resolved amicably by discussion and negotiation shall be submitted to mediation, and failing resolution thereby shall be submitted for final resolution and determination by a neutral arbitrator. Arbitration shall be conducted under the Rules of



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International Arbitration of the London Court of International Arbitration, which rules are incorporated by reference herein. Any dispute so arising shall be determined in accordance with English law. The locus of the arbitration shall be London, unless otherwise agreed by the parties.



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## APPENDIX A

I hereby accept all of the terms and conditions set out in the Pangea Net Constitution

Signed by

Name: .....

for and on behalf of

Firm: .....

Address:

.....

.....

.....

.....

Date: .....

Signature



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E: [info@pangea-net.org](mailto:info@pangea-net.org)  
W: [www.pangeanet.org](http://www.pangeanet.org)  
LinkedIn: [/company/pangeanet](https://www.linkedin.com/company/pangeanet)