

Rules of Procedure for the dPMR MOU Association

Revision 0.0.6

Preamble

The name of this Association is The dPMR MoU Association. It resides in the United Kingdom. All members of the dPMR MOU Association have signed the dPMR Memorandum of Understanding (Issue 1, Revision 3) dated 13 February 2007.

Article 1: Purpose

The objectives of the Association are to:

- support the dPMR Project,
- develop and register the trade-mark of “dPMR”, the mark suitably protected by trade mark registration and owned by the dPMR MOU Association,
- the ‘brand’ shall be defined as “dPMR®”,
- define additional items that are not covered by the ETSI dPMR standards, but are agreed by signatories as essential to the deployment of dPMR networks; in particular the regulatory aspects and issues of operators' licences,
- promote the allocation of spectrum by administrations and spectrum management groups,
- ensure appropriate co-operation and support of the validation process of dPMR equipment, this being laboratory work and real-life field trials of systems,
- ensure interoperability between differing manufacturers of dPMR equipment.

Article 2: Membership

Membership is open to any person or company on condition that they have signed the dPMR Memorandum of Understanding dated 13 February 2007. This Memorandum of Understanding is available for signature by any new manufacturer, user, regulator, accredited test house, or non-profit organisation on request.

Membership can be offered either under full member or observer status. Full members will have the right to attend all meetings and take part in all voting. Observers are entitled to attend technical working group meetings and receive all associated documents. Observers do not have voting rights in the general assembly of the MoU group.

Article 3: Resources

The resources of the dPMR MOU Association may be raised and obtained as follows:

- subscriptions from members,
- grants,
- sums received in return for services provided by the dPMR MoU,
- any other sources authorized by the dPMR association.

Expenditure:

The Officers of the dPMR Association will establish a provisional budget for expenditure at the beginning of each fiscal year.

Any item of expenditure within the limits of the agreed provisional budget can be approved by officers of the Association during conference meetings, either physical or teleconference. Items of expenditure beyond what is agreed in the provisional budget shall be submitted to the general membership for approval and if requested, in all cases Assembly voting according to article 8 shall apply.

Article 4: Structure

The dPMR MoU Association shall comprise a General Assembly and a Technical Working Group. This structure may be amended by a decision of the General Assembly.

Article 5: General Assembly (Working Group, WG)

The General Assembly comprises one representative of each member. It will initiate the actions necessary to fulfil the purpose of the dPMR MoU Association. Representatives of the European Commission and of ETSI are Counsellors of the dPMR MoU. Counsellors have the right to attend meetings of the General Assembly with the right to speak but not the right to vote. The General Assembly will elect its own Chair who chairs its meetings. The General Assembly will also elect the leader of the Technical Working Group and a Marketing Representative. These elected positions shall be for a period of two years. Re-election is possible. The General Assembly decides the membership fee.

Article 6: Ordinary General Assembly meetings

The General Assembly shall meet at least twice a year in ordinary session. At least 28 days before the due date, the members will be given notice of the meeting by the Secretariat.

Article 7: Extraordinary General Assembly meetings

The Chair may call an extraordinary meeting. It shall be convened if at least half of the members so request. A minimum of 28 days' notice shall be given for an Extraordinary Meeting.

Article 8: General Assembly Voting

In all decisions, members shall endeavour to reach consensus. If no consensus can be reached, the Chair can decide to take an indicative vote amongst the participating members. After this vote, if it is still not possible to reconcile diverging opinions, all alternative opinions shall be submitted to a written vote among all members. Under this procedure a proposal shall be approved when the percentage of positive

votes is at least 70 per cent of the votes cast.

Article 9: Intellectual Property Rights

The ETSI IPR Policy, as appended to these Rules, applies to all standards developed by ETSI. Details of IPR coverage on the dPMR standard can be obtained from the ETSI web site and/or by contacting the ETSI Secretariat.

Each Member of the MOU agrees to indicate to the Chairman of the MOU association whether or not it agrees to grant licences in accordance with the principles of Clause 6.1 of the ETSI IPR Policy, in respect of any IPR of that Member, which is Essential to the interoperability profile and/or extensions to the dPMR standard agreed by the MOU Association, and which would not otherwise be Essential to the ETSI dPMR standard.

Each Member agrees to apply the principles of Clauses 4.1 and 4.2 of the ETSI IPR Policy to inform the Chairman of the MOU of any such IPR of which it becomes aware.

Article 10: Logo

The Logo is the graphical representation of the brand and is owned by the dPMR MoU association and may be used only by its members. The use of the Logo is subject to the rules, which have at any time been set by the General Assembly. Breach of these rules may lead to repeal of the right to use the Logo.

The Logo is defined as:



Article 11: Certification of Equipment

The certification mark shall consist of the logo with the addition of a 'product class' label as appropriate. The content of this product class label will be defined by the MoU technical working group.

The product class label will identify clearly any specific functionality such as the use of an alternate vocoder in TS102 490 peer to peer products.

The interoperability profiles will be defined by the MoU technical working group and will use the ETSI interoperability standard for that class of equipment. Any such interoperability testing shall be carried out to the satisfaction of the MoU technical working group or its representatives.



Article 12: Auditor

The General Assembly shall appoint and determine the annual remuneration of an auditor.

Article 13: Amendments to these Rules of procedure

These Rules of Procedure can only be amended by decision taken in the General Assembly.

Article 14 Dissolution, Winding Up

In the event of a voluntary dissolution of the dPMR MoU Association, the General Assembly, which has decided the dissolution, shall at the same time fix the terms of liquidation. It will appoint a liquidator to dispose of the assets of the Association, will determine their powers and assign any assets remaining after payment of the liabilities.

RULES FOR THE USE OF THE dPMR MOU LOGO

Referring to the dPMR MoU Association, Rules of Procedure, Article 10.

Members of the dPMR MoU association may use the dPMR MoU's Logo subject to the following provisions:

1. The Logo may only be reproduced from master artwork obtained from the MoU chairperson.
2. The Logo may only be used in the style and colours defined on the original master artwork.
3. The Logo may be used by the Member, or their distribution outlets and dealers, in relation to his products and services, including marketing, sales, promotion visual and printed material and packaging. Furthermore, media outlets are approved to make use of the logo in relation to articles concerning the Association or its members' products.
4. The Logo must not be used alongside or in combination with any other matter or any other trade logo used by the Member. The minimum distance of half the logo height shall always be observed.
5. The Member must ensure before use of the Logo that he is free to do so in any territory as the dPMR MoU association does not accept any liability or responsibility for any infringement or other act and this licence does not and cannot be regarded as any indemnification or warranty to the Member.
6. The Member shall bring any contentious matter to the immediate notice of the dPMR MoU Board who shall decide in their absolute discretion whether or not it can, or will, assist the Member in any dispute or conflict action. Contentious issues are taken to include fraudulent use of any dPMR logo or brand and members undertake to monitor their own territory for any such activity.
7. The Logo must not be used by any third parties without the prior written permission of the dPMR MoU General Assembly who shall issue their decision without any unreasonable delay.
8. The Member shall always observe these regulations and any additions or amendments issued from time to time.
9. The Member will provide samples of printed matter and photographs of equipment showing the Logo as and when requested by the Board and further agree to assist the dPMR MoU in any action to ensure the validity of the dPMR MoU Logo.