

Rules of Procedure for the dPMR Association

Revision 0.0.5

Preamble

The name of this association is The dPMR Association. It is domiciled in the United Kingdom. All members of the dPMR Association have signed the dPMR Memorandum of Understanding (**issue 1 revision 3**) dated 13 February 2007.

Article 1 Purpose

The objective of the association is 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 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 Association Memorandum of Understanding of the 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 participate in all voting. Observers shall be entitled to attend technical working group meetings and receive all associated documents. Observers do not have voting rights in the general assembly of the group.

Article 3 Resources

The resources of the dPMR Association may be obtained from:

- subscriptions from members
- grants
- sums received in return for services rendered by the dPMR Association
- any other sources authorised by the dPMR Association

Article 4 Structure

The dPMR Association shall comprise a General Assembly and a Technical Working Group. This structure may be revised in the future if decided by the General Assembly.

Article 5 General Assembly (WG)

The General Assembly comprises one representative of each member. It will initiate the actions necessary to fulfil the purpose of the dPMR Association. Representatives of the European Commission and of ETSI are Counsellors of the dPMR Association. 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 Chairman 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 Chairperson 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 chairperson 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, appended hereto, 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 Association agrees to indicate to the Chairman of the 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 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 Association 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 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.

The addition of a 'product class' label as appropriate.

The content of this product class label will be defined by the dPMR Association technical working group.

The product class label will be to 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 dPMR Association 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 dPMR Association technical working group or its representatives.

Article 12 Auditor

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

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 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 Association LOGO

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

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

1. The Logo may only be reproduced from master artwork obtained from the Association 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 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 Association General Assembly 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 Association 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 General Assembly and further agree to assist the dPMR Association in any action to ensure the validity of the dPMR Association Logo.