



RULES OF PROCEDURE FOR THE DMR ASSOCIATION

Preamble

The name of this association is The DMR Association. It is domiciled in the United Kingdom. All members of the DMR Association have signed the DMR Memorandum of Understanding.

When a trade-mark has been chosen and registered, all references to the term DMR will be changed to that trade-mark name

Article 1 Purpose

The objective of the association is to

- support the ETSI DMR Project
- develop and register a trade-mark that will uniquely identify all equipment meeting the DMR standard, the mark suitably protected by trade mark registration and owned by the DMR Association.
- define additional items that are not covered by ETSI Project DMR, but are agreed by signatories as essential to the deployment of DMR networks in particular the regulatory aspects and issues of operators' licences.
- ensure appropriate co-operation and support of the validation process of DMR, this being laboratory work and real-life field trials of systems.
- ensure interoperability between differing manufacturers of DMR equipment.

Article 2 Membership

Membership is open to any person or company on condition that they have signed the DMR Memorandum of Understanding. This Memorandum of Understanding is available for signature by any new manufacturer, application developer, system integrator, test equipment manufacturer, accredited test house, user, regulator or other appropriate body on request.

There are three different Membership Categories; the Category of each Member is defined in Appendix A of the DMR Memorandum of Understanding.

Article 3 Resources

The resources of the DMR Association may be obtained from:

- membership fees
- grants
- sums received in return for services rendered by the DMR Association
- any other sources authorised by the DMR Association

The Membership Fees are composed of a Joining Fee, to be paid once upon joining the DMR Associating, and of an Annual Fee to be paid every year. The amount of the Joining Fee and the Annual

Fee will be defined each year by the Members Group. According to the Membership Category set forth in Appendix A of the DMR Memorandum of Understanding, Members shall pay the full fee or a reduced fee:

Category 1 members – full fee

Category 2 members – fee reduced to 25% of the full fee

Category 3 members – NO fee

The DMR Association is a non profit organization that receives its main income from Membership Fees. The Association will treat these Fees as non-trading income with the benefit of tax exemption. This implies that UK Members of the Association are not allowed to claim a tax deduction in their own accounts for any contribution made to the Association. The treatment of tax from members outside of the UK rests with the legislation in their own country; it is the responsibility of individual Members to ensure that their contributions to the Association are correctly accounted for. If the source of the main income of the Association should change then this rule will be revised by the Members Group.

Article 4 Structure

The DMR Association shall comprise a General Assembly (hereinafter referred to as Members Group) and specialist working groups (hereinafter referred to as Working Groups). Each group shall elect a chairperson. This structure may be revised in the future if decided by the Members Group.

Article 5 Members Group

The Members Group comprises one representative of each member. It will initiate the actions necessary to fulfil the purpose of the DMR Association. Representatives of the European Commission and of ETSI are Counsellors of the DMR Association. Counsellors have the right to attend meetings of the Members Group with the right to speak but not the right to vote. The Members Group will elect its own Chairman who chairs its meetings. The Chairman shall be elected for one year. Re-election is possible. The Members Group decides the membership fee.

Article 6 Ordinary Members Group meetings

The Members Group shall meet at least once 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 Members Group 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 Voting

In all decisions, members shall endeavour to reach consensus. Voting, as part of the decision making process shall be limited to the Technical Working Group for issues that are under its responsibility and to the Members Group for all other decisions.

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. The voting will be carried out as a weighted voting; each member will have the number of votes that are assigned to his Membership Category:

Category 1 members – 4 votes

Category 2 members – 1 vote

Category 3 members – NO vote

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, applies to all standards developed by ETSI. Details of IPR coverage on the DMR 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 DMR standard agreed by the Association, and which would not otherwise be Essential to the ETSI DMR 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 Mark (DMR Logo)

The Mark is owned by the DMR Association and may be used only by its members. The use of the Mark is subject to the rules, which have at any time been set by the Members Group. Breach of these rules may lead to repeal of the right to use the Mark.

Article 11 Auditor

The Members Group may appoint an auditor and shall determine the annual remuneration.

Article 12 Amendments to these Rules of procedure

These Rules of Procedure can only be amended by decision taken in the Members Group.

Article 13 Dissolution, Winding Up

In the event of a voluntary dissolution of the DMR Association, the Members Group, which has decided the dissolution, shall at the same time fix the terms of liquidation. It may 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 DMR ASSOCIATION MARK

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

Members of the DMR Association may use the DMR Association's Mark subject to the following provisions:

1. The Mark may only be reproduced from master artwork obtained from the Associations chairperson.
 2. The Mark may only be used in the style and colours defined on the original master artworks.
 3. The Mark may be used by the Member upon or in relation to his products, services, printed material and packaging.
 4. The Mark must not be used alongside or in combination with any other matter or any other trade mark used by the Member. The minimum distance should always be observed.
 5. The Member must ensure before use of the Mark that he is free to do so in any territory as the DMR 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 DMR Association Board who shall decide in their absolute discretion whether or not it can, or will, assist the Member in any dispute or conflict action.
 7. The Mark must not be used by any third parties without the prior written permission of the DMR Association Board 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 Mark as and when requested by the Board and further agree to assist the DMR Association in any action to ensure the validity of the DMR Association Mark.
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