

*TOWARDS DATA BROADCASTING COMMUNICATIONS ENVIRONMENT*

**THE IPDC FORUM**

**ARTICLES OF ASSOCIATION**

## **PART I: RULES OF PROCEDURE**

### **1. The IPDC Forum**

The name of the association shall be “IPDC Forum”.

The IPDC Forum is constituted as an open, non-profit member association (*Sw. Ideell förening*) under Swedish Law.

### **2. Seat**

The seat of the IPDC Forum is Stockholm, Sweden.

### **3. Purpose**

The purpose of Forum is to be active in:

- A. Promoting open provisioning of mobile and residential Internet Protocol (IP) based Digital Broadcast Services in a mass market;
- B. Promoting open standards for IP based Digital Broadcast Services in the mass market;
- C. Promoting the use of mobile/portable and stationary terminals in IP based Digital Broadcast Services;
- D. Promoting the use of open, inter-working system solutions of client identification, authorization, billing/charging and digital right management (DRM) for IP based Digital Broadcast Services;
- E. Publishing requirements and communicating results of key pilots from the different members provided no member shall be required to submit any pilot for such publishing;
- F. Identifying the business considerations and working to obtain interoperability of technical and security requirements of content creators and service providers for mobile and residential services and communicating them;
- G. Encouraging members to communicate with relevant development, specification and standardisation bodies;
- H. Actively facilitating and expediting pilot projects in the area of IP based Digital Broadcast Services as may be agreed;
- I. Representing, where necessary and after approval of the Members, the interests of the Parties

before legislative and regulatory bodies as well with the media; and

- J. Being a liaison with other industry forums and associations in related industries and related technologies.

IPDC Forum is an open, independent and non-profit forum with the aim to realise this priority objective based on membership-wide consensus.

## **4. Membership**

### **4.1. Application Conditions**

Any legally established corporation and individual company, partnership, governmental body or international organisation supporting the purpose of IPDC Forum may apply for membership.

The Members agree to respect all legal provisions and these Articles of Association and By-Laws concerning the IPDC Forum.

### **4.2. Types of Membership**

There are two types of membership, Full Members and Associated Members.

#### **4.2.1 Full Members**

Full Members are entitled:

- to send representatives to all Working Groups and to the General Assembly,
- to one vote at the General Assembly,
- to one copy in paper or electronic format of all working documents, minutes of the meetings and written contributions by the IPDC Forum.

#### **4.2.2 Associated Members**

Associated Members are entitled:

- to send representatives to all Working Groups and to the General Assembly,
- to one copy in paper or electronic format of all working documents, minutes of the meetings and written contributions by the IPDC Forum.

Associated Members are not entitled:

- to nominate their own candidate for a seat of the Steering Group,
- to vote at the General Assembly,
- to chair Working Groups.

### **4.3 Admission Procedure**

The admission procedure is described in the By-Laws.

### **4.4 Terms and Conditions of the Fees**

There is an annual membership fee. Membership is for one year and is renewable on payment of the fee with no new approval.

The fees and terms of payment are fixed annually by the General Assembly, together with the approval of the budget.

### **4.5 Suspension, Exclusion and Expulsion**

The General Assembly can decide to suspend or expel a Member in the following cases:

- substantial delay in or default of payment of fees,
- severe violation of the Articles of Association and/or By-Laws, procedures or resolutions adopted by the General Assembly.

Membership shall automatically cease in case of bankruptcy, withdrawal or cessation of business or of change in the nature of business of such that criteria for membership would no longer be complied with.

### **4.6 Resignation**

Resignations have to be notified in writing to the IPDC Forum Secretariat.

Any outstanding amounts that are still due to the IPDC Forum at the time of resignation must be paid as specified in the By-Laws. In case of resignation, the Member shall forfeit any fees accrued during membership.

## **5. Financial Matters**

Each Member of the IPDC Forum will bear its own expenses of participation in the IPDC Forum.

### **5.1 Funds**

The IPDC Forum shall be funded by its membership fees and any subsidy from government, private company or organisation.

### **5.2 Budget**

The annual budget shall be proposed by the IPDC Forum Steering Group and be approved by the General Assembly.

### **5.3 Auditor**

The Steering Group shall appoint a certificated, independent auditing company to audit the balance sheet and the statement of income and expenditure annually. The auditing company shall not be a member of the Steering Group. The auditing company shall produce a report on the audit examination to the General Assembly.

### **5.4 Liability**

The liability for obligations of the association is limited to its assets. A Member does not own a portion of the assets and liabilities of the association, and any personal liability of the Members for obligations of the association is excluded.

## **6. The IPDC Forum Groups**

### **6.1 General Assembly**

#### **6.1.1 Responsibilities of the General Assembly**

The General Assembly is the governing body of the IPDC Forum. The main responsibilities are:

- approval of work programme,
- approval of budget,
- approval of report of auditing company
- decision on expulsion and readmission of IPDC Forum members.

The General Assembly will review the work done by the Steering Group and its proposals for the future work programme.

The General Assembly approves the work programme by general consensus or by simple majority of votes of the Members present in favour of the proposal as stated in 6.1.4.

#### **6.1.2 Chair Person and Vice Chairs**

The General Assembly will be chaired by a representative of one of its Full Members for a term of one year.

For less than twenty (20) members at the date of the Ordinary General Assembly, the General Assembly will choose a First Vice Chair among its Full Members for a term of one year.

For twenty (20) or more members at the date of Ordinary General Assembly, the General Assembly will choose a Second Vice Chair among its Full Members for a term of one year.

Notwithstanding this, the chairmanship or vice-chairmanships will end at any earlier date on which the

IPDC Forum Member represented by the Chair or Vice Chairs decide to withdraw from the IPDC Forum.

### **6.1.3 General Assembly meetings**

The ordinary General Assembly meeting will be held once per calendar year.

The Chair shall remain neutral and hence has not the right to vote in the General Assembly. However, the Full Member of which the Chair is a representative may send another representative to exercise the voting rights.

The election of the Chair and of the Vice Chairs of the General Assembly will be held with one vote per Full Member present in person or by proxy, by simple majority.

In addition observers may be invited on a meeting by meeting basis. The decision on invitation of observers will be taken by the Chair of the General Assembly. The participation of a non-member shall be identified by the Chair at the beginning of the meeting.

### **6.1.4 Decisions**

Decisions should be taken by consensus wherever possible. If consensus cannot be reached an indicative voting of the Full Members present shall take place. If the minority is not willing to accept the result, a formal voting process will take place:

**A** - A simple majority of the Full Members present in person or proxy is required to pass a decision in the following cases:

- approval of the minutes of the previous meeting
- approval of the audited accounts
- approval of the budget and the membership fees
- election of Chair and Vice Chairs of the IPDC Forum
- revision of the By-Laws

**B** - In the following cases a two-third majority of the Full Members present in person or proxy is always required to pass a decision:

- revision of the Articles of the Association
- dissolution of the IPDC Forum
- suspension, exclusion or expulsion and readmission of a IPDC Forum Member

## **6.2 Steering Group**

The Steering Group is composed of:

- Chair of the General Assembly,
- Vice Chairs of the General Assembly,
- Five (5) Representatives of the Full Members, elected by the General Assembly for a term of one year.

Steering Group may include only one representative from each Full Member.

The Steering Group can decide to regularly invite observers from relevant organisations, such as industry organisations, standardisation organisations, the European Commission and the European Parliament, etc. to its meetings. Such decisions have to be reported to the General Assembly. The Chair of the Steering Group may invite experts and advisers.

The Chairs of the Working Group may be invited to the Steering Group meetings.

The signature authority for the IPDC Forum shall be decided by the Steering Group and be reported to the General Assembly.

The Steering Group will arrange General Assembly Meetings of the IPDC Forum and will prepare the agenda of the General Assembly Meetings.

The Steering Group's main responsibilities are to:

- act on the decisions of the General Assembly,
- make budget proposal for the General Assembly,
- represent the IPDC Forum based on the decisions taken by the General Assembly,
- approve reports, recommendations, requests and opinions on IPDC issues which, in the name of the Forum, are intended for outside organisations,
- address matters of IPDC Forum administration, management and scheduling,
- establish and dissolve Working Groups and Ad-hoc Groups,
- promote co-ordination between the Working Groups,
- monitor the progress of the Working Groups,
- present annually for approval by the General Assembly the balance sheet audited by the auditor,
- decide for admission of new members and inform the General Assembly.

The Steering Group will be chaired by the Chair of the General Assembly for the term of his office. Decisions should be taken by consensus wherever possible. If consensus cannot be reached an indicative voting of the Full Members present shall take place. If the minority is not willing to accept the result, a formal voting process will take place. A simple majority of the Full Members present in person or proxy is then required to pass a decision.

The Steering Group will meet 3 times a year as a minimum.

### **6.3 Working Groups**

The Steering Group and the General Assembly may establish Working Groups and temporary Ad-hoc Groups on issues within the IPDC Forum's mandate.

Working Groups are open for Members of the IPDC Forum. Members of a Working Group are expected to have relevant expertise in the subject matter and to actively contribute to the work of the Working Group.

The Working Groups shall elect a Chair from the ranks of their Full Members for a period of one calendar year. The Ad-hoc Groups shall elect a chair from the ranks of their Full Members for a period of one year or for the period of existence, whichever is the longer. Notwithstanding this, the chairmanship will end at any earlier date on which the IPDC Forum Member represented by the Chair decides to withdraw from the IPDC Forum.

The Steering Group may appoint an Interim Chair of the Working Groups.

Each Working Group and Ad-hoc Group will report on its progress as requested by the Steering Group.

The Chair is responsible for timely reports on progress and for the completion of the work.

### **6.4 The IPDC Forum Secretariat**

The General Assembly will establish a Secretariat and decide upon its location.

The IPDC Forum Secretariat is in charge of providing the IPDC Forum with logistic and administrative assistance.

Any Member of the IPDC Forum may have access to any numbered document kept by the IPDC Forum Secretariat.

## **7. Intellectual Property Rights**

All patents, copyrights or other intellectual property owned or created by any Member shall remain the property of that Member. Such ownership shall not be affected in any way by the Member's participation in the IPDC Forum, unless the Member specifically agrees otherwise.

All material presented to the IPDC Forum or its sub-groups shall be deemed to be of a non-confidential nature unless explicitly stated by the author to be otherwise at the time of its disclosure. Material that is stated to be confidential is deemed to be disclosed to the entire membership of the IPDC Forum for the purpose of furthering the goals of the IPDC Forum and hence may be copied to all Members. Furthermore, by presenting such material to the IPDC Forum the author is deemed to have accepted it may be publicly distributed as incorporated in final and approved output documents of the IPDC Forum,

unless the author objects at the time of such approval. Internal IPDC Forum documents may not be disclosed to third parties without the prior consent of the author(s).

These restrictions do not impede IPDC Forum's registering of trademarks, copyrights or other protections and issuing licences for the use thereof.

## **8. Entry into Force**

The IPDC Forum governed by these Articles of Association shall enter into force upon receipt by the Secretariat of at least ten (10) completed applications for Full Membership.

## **9. Dissolution**

The IPDC Forum may be dissolved by a two-thirds majority vote of the General Assembly.

The balance of the funds remaining after liquidation shall be divided among those who were Members at the time when the resolution to dissolve was adopted. Each of them shall receive a share in proportion to the amount of their annual membership fees. However, the resolution to dissolve may also specify another destination for the balance.

## **10. Governing Law – Disputes**

These Articles of Association shall be governed and construed by the substantive laws of Sweden. No choice of law rules of any jurisdiction will apply. Any and all disputes that may arise between the Parties under or in connection with these Articles of Association shall be finally settled in arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Stockholm, Sweden, in the English language. The Parties further agree that the arbitration shall be conducted according to the International Bureau of Arbitration (IBA) Rules of Evidence. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. The Parties are aware that a dispute in connection with these Articles of Association may involve more than two Parties and each Party hereby accepts that a dispute shall be settled in the same arbitration proceedings or at least by the same arbitrators. The Parties that are named as respondents in a request for arbitration shall jointly appoint one arbitrator and, if they have not done so within thirty (30) days of the request for arbitration, the arbitrator shall instead be appointed by the International Chamber of Commerce.

**11. Language**

English shall be the working language of the Forum and where practical Forum Documents shall be in the English Language.