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Rapporteur Membership Terms and Conditions

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1. Definitions

- 1.1 "Rapporteur" means a legal entity or entities which an agreement, hereinafter called an "Rapporteur Membership Agreement", has been entered into and the rights and obligations of which shall be set out in the relevant Rapporteur Membership Agreement. The meaning of "Rapporteur Membership" shall be construed accordingly;
- 1.2 The "Rapporteur Membership Agreement", shall be governed by these "Rapporteur Membership Terms and Conditions".
- 1.3 The eligibility criteria for Rapporteur membership of the GSMA are set out in the GSMA "Eligibility for Rapporteur Membership" document in force from time to time.
- 1.4 "Dues" means dues which must be paid to the GSMA by a Rapporteur Members, as determined by the Board from time to time.
- 1.5 Management" means the officers and the professional staff of the GSMA;
- 1.6 The form of and means of entering into a "Rapporteur Membership Agreement" shall be determined by the GSMA from time to time as it deems appropriate.

2. General Obligations and Rights of a Rapporteurs

- 2.1 The Rapporteur warrants and agrees that:
- a) It will use reasonable efforts not to act contrary to the stated objectives of the GSMA; and
 - b) subject to Clause 2.1(c), it will be bound by its obligations of Rapporteur membership that are set out in:
 - (i) the GSMA's Articles of Association;
 - (ii) the GSMAGSMA's Regulations; and
 - (iii) applicable Permanent Reference Documents;
 as created or amended from time to time ((i)-(iii) hereinafter collectively, the "Documentation".
 - c) the GSMA will notify the Rapporteur by email of any changes or additions to the Documentation and shall post the Documentation, as the case may be, on the GSMA Infocentre (or equivalent). The Rapporteur will be deemed to have accepted such a change to the Documentation or new Documentation unless a written objection has been received by the general counsel of the GSMA within 60 days of Rapporteur having been so notified by email.
 Non-acceptance of such an amendment or new Documentation shall:
 - (i) mean that the Rapporteur is not bound by such amendments or new Documentation; and
 - (ii) constitute immediate termination of membership by the Rapporteur, in accordance with the GSMA's Articles of Association without further liability on behalf of the GSMA.
- 2.2 Subject to Clause 2.1(c), provisions in the Documentation shall survive termination, cancellation or expiration of the "Rapporteur Membership Agreement" or Rapporteur's withdrawal from the GSMA, if it is:
- a) expressly stated that the appropriate provisions in the Documentation shall survive such termination, cancellation, expiration or withdrawal; or
 - b) if it is clearly and objectively evident from the nature of such provision that its survival is consistent with the purposes of the Documentation and that its survival would not be detrimental or unfair to the Rapporteur that is withdrawing from the GSMA.

- 2.3 The Documentation may be classified as either Binding or Non-Binding in accordance with Permanent Reference Documents AA.34.
- 2.4 Subject to Clause 2.1(c), where Documentation is classified as a Binding Documentation, Rapporteur accepts:
- a) to abide by and not act contrary to the provisions of Binding Documentation; and
 - b) that any bilateral agreement which it enters into must not render the Binding Documentation invalid nor conflict with it.
- 2.5 The availability of any Documentation may be restricted to a particular category of membership of the GSMA including Rapporteurs, or they may be Unrestricted. The Rapporteur shall not be bound by any Documentation that is restricted in such a way as to exclude Rapporteurs' visibility in accordance with Clause 2.1(c) in its adoption.
- 2.6 A Restricted Document is generally only for distribution to Members, Associate Members or Rapporteurs.
- 2.7 Unless, stated or amended in this document, or in the "Eligibility for Rapporteur Membership" document, the rights and obligations of Rapporteurs shall be identical to the rights and obligations of Associate Members set out in the Documentation or any other documents issued by the GSMA from time to time.
- 2.8 Rapporteur Members that qualify for "Full Membership" in accordance with the Documentation will not be able to join the GSMA as Rapporteur Members and are requested to apply for "Full Membership" instead.
- 2.9 Existing Rapporteur Members having received a GSM license will not be able to continue its Rapporteur Membership and must convert to Full Membership no later than their annual renewal date for GSMA membership.

3. Intellectual Property Rights

- 3.1 The Rapporteur agrees that the GSMA is the owner of certain intellectual property rights in the Documentation and Permanent Reference Documents referred to in this Agreement.
- 3.2 The GSMA agrees that the Rapporteur is entitled to use the GSMA's intellectual property rights contained in such Documents and in the Permanent Reference Documents which the Rapporteur has access to in the course of their business in line with the provisions of this Agreement.
- 3.3 The intellectual property rights in relation to the GSMA are governed by the appropriate Documentation and Permanent Reference Documents (i.e. Intellectual Property Rights Regulations ("AA.32") and Trademark Regulations ("AA.44")).

4. Use of Information

- 4.1 Rapporteurs shall be entitled to have access to documentation owned, distributed or maintained by the GSMA as specified by the GSMA.
- 4.2 Save where disclosure or use is required by law, court order or by order of a governmental authority or other telecommunications administration having supervisory power over a Rapporteur, or unless specifically marked for disclosure to the public, press, media or selected third parties, any advice or information provided by the GSMA, its institutions, committees or Groups, its Members, Associate Members or other Rapporteurs to the Rapporteurs, is for the use of the Rapporteur only.

- 4.3 Subject to Clause 4.2, any Rapporteur who discloses any such advice or information, in whatever form, to any third party, shall indemnify the GSMA, its Members Associate Members and other Rapporteurs against any liability, claims, loss, damage, cost or expenses arising out of any such third party relying on such advice or information
- 4.4 Rapporteurs shall take all reasonable steps that are necessary in their countries to protect the copyright and confidentiality of GSMA documents and in the event that registration is necessary for such protection, shall without delay inform the GSMA.
- 4.5 Unless, expressly stated in the “Eligibility for Rapporteur Membership” document to the contrary, Rapporteurs shall not be entitled to have access to any encryption algorithms owned, maintained or distributed by the GSMA solely by virtue of their Rapporteur membership.

5. Confidentiality

- 5.1 The confidentiality provisions as set out in the GSMA’s Articles of Association shall apply.
- 5.2 Unless, expressly stated in the “Eligibility for Rapporteur Membership” document to the contrary, Rapporteur will for the duration of its Rapporteur membership have access to GSMA’s Infocentre unless terminated by the GSMA for whatever reason. Access will be in line with the Documentation (including the Document Classification Scheme).

6. Notices

- 6.1 Notices from the GSMA shall be in writing and may be given to any Rapporteur either personally or by sending it by post, fax or email to the Rapporteur's registered address or principal place of business that was last notified to the Headquarters, unless otherwise provided.

7. Governing Law - Disputes

- 7.1 The Rapporteur Membership Agreement, GSMA’s Articles of Association, Regulations of the GSMA and all Permanent Reference Documents and other regulations promulgated thereunder shall be subject to the provisions of the GSMA’s Articles of Association.

8. Immunity from Liability

- 8.1 Each Rapporteur acknowledges and agrees that:
- (i) the Association;
 - (ii) its staff;
 - (iii) Members;
 - (iv) Associate Members;
 - (v) other Rapporteurs;
 - (vi) the members of the CEO Board and its committees;
 - (vii) the Executive Management Committee
 - (viii) the members of Groups and
 - (ix) all other persons participating in the activities of the Association; and
 - (x) consultants engaged from time to time by the Association, in the performance of their respective duties to the Association;
- (together “Participant(s)”) shall be immune from all liability in respect of any loss or damage suffered in reliance on any advice or information, in whatever form, published or given by such Participant(s) to other Participant(s).

- 8.2 Notwithstanding the foregoing, such immunity shall not apply to any advice or information where (i) the applicable provisions of the Documentation expressly exclude such immunity; or (ii) it is clearly and objectively evident from the circumstances that the Participant rendering the advice or information knows and intends that the other Participants would rely on such information or advice and that such reliance was justifiable under the circumstances.

9. Financial contributions by Rapporteurs

- 9.1
- 9.1 The Management shall invoice each Rapporteur Member for the amount of its annual Dues. Dues shall be assessed on the first day of each fiscal year based on the corporate structure of the Rapporteur Member as of such date.
- 9.2 In the event of a transaction involving the merger or consolidation of more than one Rapporteur Member which is consummated after the first day of the fiscal year, the combined entity shall be responsible for the payment of the annual Dues assessed on each of the Members for such fiscal year.
- 9.3 The Rapporteur Member agrees that it will supply all publicly available information the Association reasonably requests (including details of audited accounts and/or annual reports) to support the annual turnover figures submitted.
- 9.4 For a Rapporteur Member that as a new Rapporteur Member joining during the course of a financial year will pay the following Dues:

If a company joins between:	Contribution:
1 st Apr 2010 - 30 th Sep 2010	100% of annual contribution
1 st Oct 2010 - 31 st Dec 2011	75% of annual contribution
1 st Jan 2011 - 31 st Mar 2012	25% of current year plus 100% of following year's membership contribution

- 9.5 All Dues are payable in full upon receipt of invoice or, if later, the first day of the fiscal year to which the Dues relate.
- 9.6 The annual Dues of a new Rapporteur Member shall be paid in advance of it being accepted as an Rapporteur Member.
- 9.7 If any Rapporteur Member's Dues shall not have been received within 60 days of the due date, (i) the Rapporteur Member in default shall pay interest at the rate of 15 per cent per annum, such interest to accrue from day to day, from the due day until receipt of the payment into the GSMA's bank account; and (ii) the Rapporteur Member's rights to access the Infocentre or any GSMA Activity (as defined in AA.32) may be suspended.
- 9.8 If any Rapporteur Member's Dues shall not have been received within 90 days of the due date, such Rapporteur Member may be suspended. For the avoidance of doubt and without prejudice to the generality of the termination provisions referred to below and contained in the Articles of Association, such provisions shall apply to any Rapporteur Member who has failed to pay his contribution within 90 days of the due date.

10. Termination of Membership

- 10.1 The termination provisions as set out in the GSMA's Articles of Association as applying to full Members shall apply to Rapporteurs as if set out in full in this document and the Rapporteur agrees to be bound by their terms.

11. Miscellaneous

- 11.1 In this Agreement, unless the context otherwise requires, all words and phrases will have the meanings attributed to them in the GSMA's Articles of Association and in the GSMA's Regulations.

End of document