

DIGITAL RADIO MONDIALE CONSORTIUM AGREEMENT 2014

ARTICLE 1: LEGAL BASIS, SEAT

1. The DRM Association is a not-for-profit association with legal personality governed by Swiss law and by this Consortium Agreement.
2. The seat of the DRM Association is Grand Saconnex, Geneva, Switzerland.
3. The DRM Association shall be used by the DRM Consortium as decided from time to time by the General Assembly and the Steering Board to hold such assets and carry out such tasks as are necessary and for which a legal entity (able to act for and on behalf of the DRM Consortium) is required (for example, but not limited, to the maintaining of the bank account into which membership fees are paid and from which expenses of the Project Office are funded, the entering into of agreements on behalf of the DRM Consortium, the membership by the DRM Consortium of the Radio Communications Sector of the ITU). The directors of the DRM Association are the Chairperson and Treasurer of the DRM Consortium.

ARTICLE 2: GOALS AND PURPOSES

1. The DRM Consortium's main task is to create a common vision for a future based on the Digital Radio Mondiale digital broadcasting standards.
2. The DRM standards were designed for the provision of high quality digital radio broadcasting, together with the delivery of multimedia components including pictures and other types of data. They are particularly suited to high quality and reliable reception of broadcast digital services of all kinds in a mobile, fixed and portable environment. Importantly, they are a set of open standards.
3. The DRM Consortium aims to support and collaborate with all organisations provided the joint activity promotes the success of the Digital Radio Mondiale standards.

ARTICLE 3: MEMBERSHIP

1. Membership is open to any company or organisation which endorses the goals and purposes of the DRM Consortium and agrees to be bound by this Consortium Agreement.
2. Payment of the appropriate membership fee (see Article 13) and agreement to be bound by this Consortium Agreement shall be considered as fulfilment of the conditions for membership in the DRM Consortium.
3. The term "Member" shall designate a company or organisation that has full rights of membership as described in this Consortium Agreement.
4. The term "Associate" shall designate an organisation that is a government or public agency that is itself not a broadcaster but who may be involved with regulation, licensing or other aspects of broadcast administration, a regulatory body, or an academic not-for-profit institution that has been approved for membership as an Associate by the Steering Board and that has reduced rights of membership, as described in this Consortium Agreement. Associates have no voting rights and cannot become members of the Steering Board nor chair any Committee.
5. The term "Supporter" shall designate an individual or entity that wishes to support the work of the DRM Consortium but does not wish to join the DRM Consortium as a Member or Associate and therefore does not enjoy the rights of membership of a Member or Associate.
6. Members and Associates who have not paid their membership fee in full cannot participate in any of the activities of the DRM Consortium nor have access to any information or services provided by the DRM Consortium.
7. Each Member of the DRM Consortium shall automatically become a member of the DRM Association. Each Member who withdraws from the DRM Consortium (see Article 15) shall automatically be deemed to have resigned from and be no longer a member of the DRM Association.

ARTICLE 4: GENERAL STRUCTURE

1. The General Assembly is the supreme body of the DRM Consortium and possesses all the powers necessary to achieve the DRM Consortium's goals and purposes. It is composed of all the Members and Associates.
2. The Steering Board shall carry out the decisions of the General Assembly and shall be responsible for operational and financial management of the DRM Consortium.
3. The Executive Board shall advise and support the Steering Board.
4. The Technical Committee has been established to carry out specific tasks, studies, surveys and analyses at the request of the Steering Board. Additional Committees may be created by the Steering Board. The activities of all Committees shall be coordinated by the Steering Board.
5. Each Member and Associate shall appoint Representatives to attend DRM Consortium meetings, and Members and Associates are strongly encouraged to ensure continuity. In the event that a

Representative cannot attend, the Member or Associate may send a replacement, or appoint by written notice to the Project Office another Member or Associate to represent their interests.

6. The day-to-day operation of the DRM Consortium shall be carried out by the Project Office under the leadership of the Project Director.

ARTICLE 5: GENERAL ASSEMBLY – REPRESENTATION

1. Ordinary meetings of the General Assembly shall be convened once a year, at which the General Assembly shall consider the report of the Steering Board, receive and approve the accounts for the past (financial) year, and approve the budget for the next (financial) year.

2. Every two years, at an ordinary meeting, the Members shall elect the Steering Board for the next two years. Existing Members of the Steering Board are eligible for reappointment. The total number of elected Steering Board Members with representatives on the Steering Board shall be between eight and eighteen. Members should seek to ensure that the Steering Board is representative of the membership of the Consortium.

3. Extra-ordinary meetings of the General Assembly may be convened as requested by Swiss Laws and/or by the Steering Board when an issue arises that requires a decision to be made by the General Assembly. They shall be convened with at least one month's notice.

4. All Members and Associates shall be entitled to attend General Assembly meetings. The General Assembly may deliberate validly only if at least one half of the Members are present or represented.

5. Each Member present or represented shall have one vote. Associates do not have the right to vote.

6. The General Assembly shall take its decisions by simple majority of the Members present or represented, except for changes to this Consortium Agreement (see Article 18) or review of the membership fee which require a two-thirds majority.

7. General Assembly meetings shall be formally convened and chaired by the Chairperson of the Steering Board. The date of General Assembly meetings shall be announced by the Chairperson of the Steering Board not less than eight weeks in advance and Members and Associates shall have the opportunity to submit items for the agenda up until 28 days prior to the date of the meeting. The Chairperson of the Steering Board shall provide an agenda to the General Assembly not less than 21 days in advance of the relevant General Assembly meeting. Such agenda must give full details and background of any proposed decision which is an agenda item. No decision may be made in relation to any matter not mentioned in the agenda unless agreed by unanimous consent of all the Members present or represented at a valid General Assembly meeting.

ARTICLE 6: GENERAL ASSEMBLY – RESPONSIBILITIES

The General Assembly's responsibilities shall include, but not be limited to, the following:

1. defining the policy, strategy and the activities of the DRM Consortium;

2. promoting international consensus and agreement on the various matters relating to digital broadcasting based on the Digital Radio Mondiale standards;

3. advising public authorities on regulatory needs to facilitate the goals and purposes of the DRM Consortium;

4. appointing and/or renewing members of the Steering Board, in accordance with Article 5;

5. approving the Chairperson of the DRM Consortium;

6. amending the working structure within the DRM Consortium as required;

7. approving reports of the Steering Board regarding activities since the last ordinary meeting of the General Assembly;

8. approving reports of the Treasurer regarding the previous financial year;

9. examining and approving the accounts for the past financial year;

10. approving the programme of activities and the budget for the following financial year;

11. establishing the amount of Members' and Associates' membership fees;

12. adopting, approving and/or amending, as necessary, the Consortium Agreement;

13. approving the rules of procedures, as appropriate;

14. approving the closure process for the DRM Consortium and DRM Association, should this be required at any point in the future.

ARTICLE 7: STEERING BOARD

1. The Steering Board shall be elected by the General Assembly, see Article 5. Each Member shall have one vote.

2. The Steering Board can only validly deliberate and decide if at least two-thirds of the elected Steering Board Members are present or represented. All approvals shall require the positive vote of at least three-quarters of the elected Steering Board Members present or represented.

3. The Steering Board may co-opt additional ex-officio representatives of Members or Associates, without voting rights, to ensure an adequate spread of interests, including geographical balance.
4. The Chairpersons of Committees shall be ex-officio Steering Board Members, without voting rights, unless they are also representing their organisation as elected Steering Board Members.
5. The Project Director shall attend Steering Board meetings, if required to do so by the latter, without voting rights.
6. The Steering Board shall meet at least twice a year.
7. The working language of the Steering Board shall be English and all meetings shall be minuted.

ARTICLE 8: STEERING BOARD – RESPONSIBILITIES

The Steering Board's responsibilities shall include, but not be limited to, the following:

1. preparing the meetings of the General Assembly e.g. developing the strategy and proposals for adoption;
2. carrying out the decisions of the General Assembly;
3. preparing any proposals for amending this Consortium Agreement to be put to the General Assembly for approval;
4. analysing and approving the results generated by Committees;
5. appointing from among its members, by means of an election held in accordance with the Steering Board's rules of procedure, a Chairperson, two Vice-chairpersons and a Treasurer. The appointment of the Chairperson shall also require the approval of the General Assembly (see Article 6). The appointments shall be for a maximum period of two years (until the General Assembly meeting at which the Steering Board is re-appointed);
6. establishing and removing Committees to carry out particular tasks as is required in order to carry out the work of the DRM Consortium;
7. appointing the Chairpersons of Committees, based on their recommendations, as appropriate (see Article 10), unless there is good cause to reject such recommendations;
8. approving the terms of reference of Committees;
9. approving the outputs and recommendations put forward by Committees;
10. clarifying the working structure of the DRM Consortium in matters not specified by this Consortium Agreement, as required.

ARTICLE 9: EXECUTIVE BOARD

1. The Executive Board shall develop and draft policies and strategies at the request of and for the approval of the Steering Board; prepare the agendas of the Steering Board and General Assembly meetings; and monitor the progress of on-going DRM Consortium activities.
2. The Executive Board shall comprise the Chairperson, Vice-chairpersons and the Treasurer of the Steering Board, the Chairpersons of Committees (if any), plus up to three additional Representatives elected by the Steering Board in order to balance, as far as possible, the various industry sectors of the DRM Consortium membership. These additional Representatives shall not necessarily be Steering Board Representatives.
3. The chair of the Executive Board shall be elected from amongst its members.
4. The Executive Board shall normally meet monthly by telephone conference call.

ARTICLE 10: COMMITTEES AND WORKING GROUPS

1. The Steering Board may establish Committees to carry out particular tasks with terms of reference which will be set out in writing and approved by the Steering Board.
2. Committees have a Chairperson who is an ex-officio Member of the Steering Board (see Article 7). The Chairperson is appointed by the Steering Board for a maximum period of two years and shall be a representative of a Member of the DRM Consortium. The Committee Chairpersons are eligible for reappointment. Continuing Committees make their recommendation of Chairperson to the Steering Board according to their rules of procedure.
3. The Committees may establish one or more ad-hoc Working Groups which shall be assigned specific mandate(s). The mandate of these ad-hoc Working Groups shall be reviewed regularly by the Committee. A co-ordinator of the ad-hoc Working Group(s) shall be appointed by the Committee's Chairperson.
4. The Committees shall conduct and perform their tasks in accordance with the terms of reference agreed by the Steering Board, transmit regularly to the Project Office results achieved for approval by the Steering Board, and report through its Chairperson on its activities to the Steering Board upon request of the latter.
5. Membership of the Committees and ad-hoc Working Groups is open to all Members and Associates.

6. The working language of the Committees and their respective ad-hoc Working Groups shall be English and all meetings shall be minuted.

ARTICLE 11: CHAIRPERSON

1. The Steering Board shall appoint a Chairperson of the DRM Consortium (see Article 8) for a term of two successive years. The appointment requires the approval of the General Assembly (see Article 6) The Chairperson shall be eligible for reappointment.
2. The Chairperson shall act as the Chairperson of the General Assembly and the Steering Board.
3. The Chairperson shall convene the meetings of the General Assembly and the Steering Board and coordinate the activities of these two bodies.
4. The Chairperson shall be a director of the DRM Association and as such shall be jointly responsible with the Treasurer for preparing and presenting the budget and accounts of the DRM Association.

ARTICLE 12: TREASURER

1. The Steering Board shall appoint a Treasurer (see Article 8) for a term of two successive years. The Treasurer shall be eligible for re-appointment.
2. The Treasurer shall, inter alia, prepare the report of accounts for the previous year and the budget for the forthcoming year for the meetings of the General Assembly.
3. The Treasurer shall designate an independent auditor who shall prepare a yearly financial report.
4. The Treasurer shall be a director of the DRM Association and as such shall be jointly responsible with the Chairperson for preparing and presenting the budget and accounts of the DRM Association.

ARTICLE 13: SOURCES OF FUNDING

1. The activities of DRM Consortium shall be funded from:
 - membership fees from the Members and Associates;
 - other contributions.
2. The cost of membership shall be set each year.
3. Any exceptions to the payment of membership fees shall be agreed by the Steering Board.
4. The costs of attendance at all meetings of the DRM Consortium shall be met exclusively by the participants.

ARTICLE 14: ADMINISTRATIVE MANAGEMENT

1. The DRM Consortium shall organise a Project Office.
2. The Project Office is headed by the Project Director, whose appointment and terms are the responsibility of the Chairperson and Treasurer. The Project Director is managed by the Chairperson.
3. The Project Director shall be responsible to the Steering Board for performing the necessary administrative functions of the various bodies of the DRM Consortium and ensure the necessary communication and information flow within the DRM Consortium as well as between the DRM Consortium and external organisations.

ARTICLE 15: WITHDRAWAL

1. A Member or Associate may withdraw from the DRM Consortium at any time by giving one month's notice in writing to the Project Director. However, in such circumstances, the Member or Associate shall continue to be liable for the full membership fee for the year during which the withdrawal becomes effective.
2. No Member or Associate shall be entitled to re-join the DRM Consortium until all outstanding fees have been paid in full.
3. All confidentiality obligations as stated in Article 16 shall remain in full force even after a Member or Associate has withdrawn from the DRM Consortium.

ARTICLE 16: CONFIDENTIALITY

1. A key objective of the DRM Consortium is to promote the introduction of digital broadcasting based on the Digital Radio Mondiale standards and facilitate a flow of information between Members, Associates and Supporters. However, on occasions, it may be appropriate for a discussion or document to be kept confidential (e.g. following a specific request for confidentiality from a Member or Associate).
2. The General Assembly, Steering Board, Committees or any other entity established in furtherance of the goals and purposes of the DRM Consortium may determine that any article, report, conclusion and/or other relevant documentation, whether in draft or final form, shall be classified as confidential. In such cases, the material shall be clearly marked as confidential, along with the expiry date of the confidentiality

requirement. No individual or organisation shall distribute or otherwise disseminate documentation so classified without the prior written approval of the Project Office.

3. Furthermore, the General Assembly, Steering Board, Committees or any other entity established in furtherance of the objectives of the DRM Consortium may determine that discussions on a particular agenda item will be classified in advance as confidential. In such circumstances, those present shall not divulge any information about such discussions to third parties. If any individual is unable or unwilling to accept this restriction, they should leave the meeting for the duration of the confidential discussions.

ARTICLE 17: INTELLECTUAL PROPERTY

1. All patents, copyrights or other intellectual property owned or created by an individual Member or Associate shall remain the property of that Member or Associate. Such ownership shall not be affected in any way by participation in the DRM Consortium, unless specifically agreed otherwise.

2. Each Member and Associate of the DRM Consortium agrees that it will grant licences on fair, reasonable and non-discriminatory terms and conditions for the use of its intellectual property relating to any essential technology included in specifications submitted by the DRM Consortium to standardisation bodies. However, if a Member or Associate does not want its intellectual property to be included in a DRM Consortium specification it shall inform the DRM Consortium Project Office of that decision in writing, ideally during the drafting stages of the specification, but certainly prior to Steering Board approval of that specification.

3. The DRM Consortium strives to maintain, but cannot guarantee, the confidentiality (see Article 16) of information disclosed within the DRM Consortium; therefore it is the responsibility of each Member and Associate to take appropriate action concerning the protection of its intellectual property.

4. If a Member or Associate wishes to use any DRM logo, it must enter into a trade mark licence with the DRM Association.

ARTICLE 18: CHANGES TO THIS CONSORTIUM AGREEMENT

1. Any changes to this Consortium Agreement shall be prepared by the Steering Board and agreed by the General Assembly, either at a meeting of the General Assembly or by correspondence.

2. If changes are to be agreed by a meeting of the General Assembly, the proposed changes must be notified to the membership at least 21 days in advance of the meeting. Any changes shall be adopted only if two-thirds of those Members present or represented are in favour.

3. If the changes are to be agreed by correspondence, the proposed changes must be notified by e-mail to the membership at least 28 days in advance of the deadline for responses. Any changes shall be adopted only if two-thirds of those Members responding by the deadline are in favour.

ARTICLE 19: INTERPRETATION OF THE CONSORTIUM AGREEMENT

1. The Steering Board shall provide guidance on any questions of interpretation of this Consortium Agreement.

ARTICLE 20: OPERABILITY

1. This Consortium Agreement cancels and supersedes any previous Consortium Agreement and in particular the Consortium Agreement rev 7.0 dated 24/25 March 2010.

2. In case of discrepancies between the provisions of the original Bye-laws of the DRM Association and any of the provisions of this Consortium Agreement, the provisions of this Consortium Agreement shall prevail, unless otherwise provided by a mandatory provision of the Swiss Civil Code.

3. This Consortium Agreement shall continue in force until deemed obsolete based on a decision of the General Assembly.

ARTICLE 21: APPLICABLE LAW - SETTLEMENT OF DISPUTES

1. This Consortium Agreement shall be construed and interpreted in accordance with the laws of Switzerland.

2. Subject to Article 21.3 below all disputes between Members in connection with or arising out of the existence, validity, construction, performance and termination of this Consortium Agreement (or any terms thereof) which Members are unable to resolve between themselves, shall be finally settled by arbitration. The arbitration shall be held in Geneva (Switzerland) in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

3. For the avoidance of doubt nothing within this Consortium Agreement shall prevent any Member from applying to a court for injunctive relief against infringement of its own IPRs, for the revocation of any IPR or for a declaration that any IPR is not infringed.