

# ECTA AISBL MEMBERSHIP APPLICATION FORM 2018/19

PLEASE PRINT CLEARLY IN BLOCK CAPITALS

**Company Name:** .....

**Please select which type of ECTA Membership your company is applying for:**

- Full Membership   
 Associate Membership   
 Affiliate Membership

**For companies applying for Full or Affiliate Membership** - please state the annual European related turnover or the annual turnover for Company Name listed above. **For associations applying for Affiliate Membership** - please state annual turnover of your organisation:

**Turnover in Euro/annum:** .....(note: this information is for internal use only and will not be shared with ECTA members)

**Group/Main Shareholders and %:** .....

**Position in National Market e.g. No 2 fixed line operator:** .....

**Names of other ICT associations that you are a member of:** .....

**Membership Subscription Start Date (please state 1<sup>st</sup> day of month following application date):** .....

**Name of Key Contact\*\*:**

**Salutation (Mr/Mrs/Ms/Dr):**

**Title (Position):**

**Department:**

**Address:**

**Suite No./Floor:**

**City:**

**State (County):**

**Post Code:**

**Country:**

**Tel (inc codes):**

**Fax:**

**Email Address:**

**URL Address:**

*\*\*person that ECTA secretariat will be dealing with on a regular basis*

**Signature:**.....

Please note that by signing this form you agree to be bound by the Terms & Conditions on the reverse of this page and for ECTA to raise an invoice for which payment will be due by return. Please also initial the Terms & Conditions pages to acknowledge that you have read and accept them.

**For companies applying for Full or Affiliate Membership:**

**Name of person with authority to vote on behalf of your organisation (if different from above):**

**Contact Name:**

**Title (Position):**

**Tel (inc code):**

**Email Address:**

**Invoice Address (if different from the one above):**

**Membership Start Date:**

**Name of alternative contact:**

**Salutation (Mr/Mrs/Ms/Dr):**

**Title (Position):**

**Department:**

**Address:**

**Suite No./Floor:**

**City:**

**State (County):**

**Post Code:**

**Country:**

**Tel (inc codes):**

**Fax:**

**Email Address:**

**URL Address:**

**Payment/Invoicing Information :**

*Please tick method of payment: NOTE – Please make sure to include details of your invoice address above*

IMPORTANT PLEASE COMPLETE:

P.O.Number\*.....

VAT No:.....

*\* if applicable/requested in your organisation*

Wire Transfer (please quote ECTA invoice number on wire transfer document):

Details: Belfius Bank

Account Name: ECTA AISBL

BIC (swift code): GKCCBEBB

IBAN No: BE49 0689 0844 8271

**Further information :**

*I would like:  to discuss chairing a Working Group  More information about ECTA events  More information on Sponsoring an ECTA event  To be considered for speaking opportunities*

*Your contact details will be entered onto the ECTA Please tick if you **DO NOT** wish to receive any 3rd party mailings*

**See Membership Terms & Conditions on following pages**

## **Terms and Conditions of Membership**

1. If the membership application is accepted, please note that ECTA Membership is conditional upon full adherence to ECTA' Statutes, Rules of Procedure and Membership Categories and Benefits document as amended from time to time (copies available on the ECTA website).
2. Membership Fee Structure for Full, Affiliate and Associate Membership\*:  
Please consult the ECTA secretariat.

Note 1:

Member fees have been fixed by the Board of Directors and are based on the Index of January 2018. They will be adjusted according to the date of membership joining and/or renewal according to the monthly index published on the Belgian Ministry of Economic Affairs website - for simplicity, increased figures will be rounded up (to the nearest Euro 500 for fees below Euro 10.000 and Euro 1.000 for fees above Euro 10.000) see [https://indexsearch.statbel.fgov.be/Nl/indicators/cpi/cpi\\_base\\_en.asp](https://indexsearch.statbel.fgov.be/Nl/indicators/cpi/cpi_base_en.asp) for the latest figures.

### **Membership**

3. 'Full' and 'Affiliate' Membership shall be restricted to those companies, firms, partnerships, associations, corporations and individuals who or which engage in the business of the electronic communications sector in a pro-competitive way in Europe and elsewhere. They must therefore support and sign up to the ECTA Mission Statement (Aims & Objectives and Core Principles) and agree to be governed by the Statutes, Rules of Procedure and current Membership Categories and Benefits document (copies available on the ECTA website).
4. Application for membership shall be made to the Executive Director or the Chairman of the Board (in the absence of an Executive Director), together with such other information as the Board may from time to time prescribe. Applications for 'Full' and 'Affiliate' membership will be considered by the Regulatory Forum.
5. The Board shall, with absolute discretion, approve or reject any application for membership. If an application for membership is rejected, the Board is not obligated to provide reasons.
6. If a Member ceases to fulfil the criteria in Article 3. above, the Board may, in its absolute discretion, terminate the Member's membership. The Board shall resolve by majority vote (excluding any Director who is in the employ of the Member in question) after providing the Member in question with written notice of the Board's intention to vote on the termination of the membership and the reasons therefore. The Member may provide written or oral information to the Board before a final decision is made.
7. If a Member fails to pay any annual subscription or any other fee or payment payable to the Company when due, his membership may be suspended pending payment of all outstanding fees. The Board may terminate a membership if the Member fails to pay all such outstanding fees within seven (7) days from the date when written notice by the Company that such amounts are overdue and payable was received.
8. A Member may withdraw at any time from the Company upon providing written notice to the Company three months prior to the anniversary date of the Member's membership start date. The Member shall not be entitled to any repayment of its annual subscription or any other fees or payments made to the Company from the Member and shall remain liable for all outstanding fees and monies due to the Company.

### **Confidentiality**

9. (a) 'Full' and 'Affiliate' Members benefit from participating in ECTA's regulatory, policy making and lobbying activities and having access to associated informational and intelligence output.  
  
(b) During the membership term, it may necessitate disclosure of various confidential information concerning European regulatory and public affairs activities which is intended to be used by the 'Full' or 'Affiliate' Member for the purposes of developing regulatory strategy, policy making and lobbying in accordance with the principles of ECTA. In the event that the member is a subsidiary of, division of, owned partly or wholly, by an incumbent operator, the member agrees that under no circumstances will they share the confidential information with any representatives of the member's incumbent shareholder.  
  
(c) The 'Full' or 'Affiliate' Member agrees that any such disclosures are treated as made "in confidence" and shall remain confidential and secret and subject to the terms and conditions of article 9. and each party agrees that it will take all reasonable steps to protect the secrecy of any confidential information and prevent it from falling into the public domain or the possession of other persons.

The member agrees as follows:

- (i) Information disclosed (hereinafter known as "confidential information") shall include, but not be limited to, regulatory, legal, commercial, financial, technical, operational, marketing, promotional, or such other information, in whatever form, which concerns European regulatory and public affairs activities and the business and affairs of ECTA or ECTA's members and shall include all information disclosed orally or in writing during the period of the member's membership of ECTA.
- (ii) The member agrees to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose (see 9(b). above).

- (iii) No copies are to be made or retained of the confidential information by the member.
- (iv) No right or license is granted by ECTA to the member and the information remains the property of ECTA at all times.
- (v) Neither party shall without prior written consent of the other, disclose to any third party any confidential information obtained from the other.
- (vi) The restriction in paragraph (v) shall not apply to information which:
  - a) Is already in or comes in to the public domain other than in breach of the terms and conditions of article 9., or
  - b) Is already known within the industry prior to the date of the terms and conditions of article 9, or
  - c) Is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction, or
  - d) Is information that both parties agree in writing to disclose.
- (vii) The member acknowledges that any breach or violation of article 9. is likely to cause loss or damage to ECTA and in that event ECTA shall be entitled to apply for injunctive relief or claim damages in the event of a breach, in addition to any other available remedies. In the event of any breach or violation article 9, then the member's membership of ECTA will be automatically and immediately terminated.
- (viii) This terms and conditions of clause 9. shall remain in force until such time as the confidential information enters the public domain other than through a breach of the terms and conditions of article 9.
- (ix) On the request of ECTA, the member shall immediately return all documents containing confidential information which are in the possession of the member including written notes, photographs, memoranda, computer files and disks, or the like which are capable of storing data and information.
- (x) The terms of article 9. shall be binding upon and inure to the benefit of the parties, their successors and assigns. Assignment of these terms and conditions is only permitted with the express written permission of ECTA. Assignment without such written permission shall constitute a breach of the agreement and ECTA shall be entitled to claim damages in the event of such breach.

#### **Membership Fees**

- 10. Members shall pay an annual subscription fee in the amount fixed by the Board in its absolute discretion. By the first application, the subscription fee shall be paid by return upon receipt of invoice. If payment is not received within 30 days from the day of the Board's resolution accepting the application, the membership may be automatically and retroactively cancelled.
- 11. The annual subscription fee shall expire 12 months after the membership start date (detailed on subscription fee invoice), or as otherwise determined by the Board. The annual subscription is renewed automatically unless a withdrawal notice is sent by the Member according to Article 8 above and Members shall be liable for all outstanding fees and monies due to the Company on this basis.
- 12. Annual subscription fees shall be payable in advance.
- 13. Annual subscription fees may be paid by certified check or bank draft, approved credit card, or electronic transfer.
- 14. The Board may at its discretion waive, reduce or alter the annual subscription fee payable by a Member for any particular year.
  
- 15. In the event that the Board terminates a Member's membership pursuant to Articles 6. that Member may be entitled to receive a prorated refund of its subscription fees.

#### **Miscellaneous**

- 16. In the event that a Company's ECTA Membership comes to an end in accordance with clause 8 above then the Company agrees not to communicate any reasons for or details of the withdrawal publicly or to any other ECTA members.