

**DIGITAL RADIO MONDIALE  
CONSORTIUM AGREEMENT**

This Consortium Agreement is made by and between Members, Associate Members and Affiliate Members, such parties being listed in the Register of Members maintained by the Project Director.

---

## CONTENTS

Article 1 :	Definitions
Article 2 :	Objective of the Consortium Agreement
Article 3 :	Nature of the Consortium Agreement
Article 4 :	The Goals and Objectives of the DRM Consortium
Article 5 :	Incorporation of the DRM Association
Article 6 :	General Structure
Article 7 :	General Assembly
Article 8 :	Steering Board
Article 8A	Executive Board
Article 9 :	Common rules applicable to Committees and to Workgroups
Article 10 :	Commercial Committee
Article 11 :	Technical Committee
Article 12 :	Workgroups
Article 13 :	Administration
Article 14 :	Funding and Financing
Article 15 :	Members joining at any time after 4 <sup>th</sup> March 1998
Article 16 :	Documents and Confidentiality
Article 17 :	Intellectual Property Rights
Article 18 :	Responsibilities and liabilities of the Members
Article 19 :	Coming into force - Duration
Article 20 :	Withdrawal - Assignment - Termination
Article 21 :	Changes
Article 22 :	Applicable law - Settlement of Disputes
Article 23	Miscellaneous
Article 24:	Affiliates; Affiliate Members; Associate Members
Article 24A:	DRM Supporter
Article 25:	Completion
Annex 1 -	Steering Board Constitutional Rules
Annex 2 -	Confidentiality Provisions
Annex 3 -	Intellectual Property Rights Provisions
Annex 4 -	Articles of Association of the DRM Association
Annex 5 -	Procedure governing the participation of Non-members within the DRM Consortium
Annex 6 -	Confidentiality Agreement
Annex 7 -	Membership Application Forms
Annex 8 -	DRM Logos
Annex 9 –	DRM Trade Mark Licence for Members
Annex 10 –	DRM Supporter Agreement

---

---

**WHEREAS****The Signatories consider:**

- a) That the use and popularity of AM broadcast bands has been declining in comparison to other broadcast media;
- b) That this decline is highly correlated with the higher quality signals and attractive value-added and information services of broadcast media competing with AM band services;
- c) That a new digital system has been developed to restore the use and popularity of the AM broadcast bands and that it is expected that the use of these bands will henceforth experience a transformational revival;
- d) That it has been demonstrated by experiment and practice that the reliability and programme-delivery quality in the AM broadcast bands can be significantly improved by application of the appropriate digital technology;
- e) That the use of such digital technology has been demonstrated in practice to be compatible with present broadcast standards and customs of usage in the AM broadcasting bands;
- f) That the use of digital technology will significantly expand the variety of services and programme material which can be delivered via the AM and other terrestrial broadcast bands;
- g) That the technology of preference for programme production, editing, and transmission is digital;
- h) That national and international standards and regulatory organisations are increasingly interesting themselves in digital radio broadcasting;
- i) That the rapidity of acceptance and implementation of digital broadcasting technology is highly dependent upon the existence of a single, open, tested, world-wide standard for digital radio broadcasting and data/infocasting which makes efficient use of the radio spectrum.
- j) That the success of any such digital system is highly dependent upon a formulation which will have a rapid take-up, widespread adoption and notable longevity;
- k) That the roll-out of such a system design will most rapidly and effectively be undertaken by a world-wide organisation composed of diverse elements of public and private-sector national and international broadcasters and, regulatory and professional trade bodies, network operators, R&D establishments; equipment, receiver and chip manufacturers and the consumer retail industry;
- l) That the ITU-R has recommended such a digital radio broadcast system for use in the AM broadcast bands;
- m) That international standardisation bodies like ITU-R and the IEC as well as ETSI together have issued many of the relevant technical standards:

**In consideration of the foregoing**

- n) A Memorandum of Understanding for the development of an open, unique and universal AM Digital Broadcasting standard has been signed on March 4, 1998 by some of the Signatories;
- o) The Signatories have agreed this Consortium Agreement as envisaged by the Memorandum of Understanding and have set out herein the terms and conditions under which the Members (as hereinafter defined) shall carry out the Project (as hereinafter defined);

The Signatories agree upon the Articles and Annexes as follows:

### **Article 1: Definitions**

1.1 In this Consortium Agreement, unless the context otherwise requires, the following terms shall have the following meanings and the singular shall include the plural and vice versa:

"Affiliate" shall mean the entities identified as such by a Member and notified to the Project Director who shall refer to them as such in the entry for that Member on the Register of Members and/or entities which directly or indirectly control or are controlled by or under common control of a Member, but only as long as such control exists (and if such control no longer exists the Member shall be obliged to notify the Project Director who shall notify all the Members and record the fact on the Register of Members), where the term "control" shall mean the ownership, directly or indirectly, of more than 50% of the interest representing the right to vote or to manage the affairs of an entity, or more than 50% of the shares or voting rights of an entity, whichever is applicable.

"Affiliate Member" shall mean an Affiliate which has signed the Consortium Agreement as an Affiliate Member or which has signed the Affiliate Member Application Form and the Confidential Side Agreement and whose application for membership has been approved by the Steering Board with rights and obligations as set out in Article 24.

"Associate Member" shall mean an entity being a government agency who is itself not a broadcaster but who may be involved with regulation, licensing or other aspects of broadcast administration; a regulatory body; an academic not-for-profit institution which has signed the Consortium Agreement as an Associate Member or which has signed the Associate Member Application Form and the Confidential Side Agreement and whose application for membership has been approved by the Steering Board with rights and obligations as set out in Article 24 and further differentiated from those of Members in Clauses 3.1.3 and 3.1.4 of Annex 3.

"Application Form" shall mean an application to join the DRM Consortium as a Class A or Class B Member, Affiliate Member or Associate Member in the appropriate form as set out in Annex 7.

"Background Information" shall mean all information including all kinds of results (such as, without limitation, files, etc.) excluding Foreground Information, (i) owned or controlled by any Member subject to Article 15 prior to 4th March 1998 or (ii) generated outside this CA after 4th March 1998.

"Background IPRs" shall mean all patent applications, patents, copyrights and other similar statutory or common law rights excluding Foreground IPRs, (i) owned or controlled by any Member subject to Article 15 prior to 4th March 1998 or (ii) generated outside this CA after 4th March 1998.

"Business Development Manager" shall mean the person appointed from time to time by the Steering Board to carry out the duties and responsibilities as set out in Article 13.5.

"Business Interest" shall mean any bona fide business interest of a Member opposing the grant of licences and user rights of its Background IPRs and Information (or Foreground IPRs in relation only to clause 1.5.1 of Annex 3) which includes but is not limited to opposition due to the fact that services, software or products or the manufacturing thereof are, or are about to become, commercially available.

"Class A Member" shall have the meaning given to it in the definition of "Member" below.

“Class B Member” shall have the meaning given to it in the definition of “Member” below.

“Confidential Information” shall mean any information or data disclosed by any Member hereto to the others, pursuant to this CA, either in writing or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models, or any means of disclosing such Confidential Information that the Members hereto may elect to use during the life of this CA.

“Consortium Agreement” or “CA” shall mean this Consortium Agreement which definition shall include Annex 1, Annex 2, Annex 3, Annex 4, Annex 5, Annex 6, Annex 7, Annex 8, Annex 9 and Annex 10 attached hereto.

“Commercial Committee” shall mean the commercial committee of Members which shall operate under the provisions of Articles 9 and 10 of this CA and which shall report to the Steering Board.

“Confidential Side Agreement” means the side agreement to this CA which is provided to prospective Members, Affiliate Members and Associate Members for agreement at the time of their application to join the DRM Consortium and which is to be kept confidential.

“DRM” shall mean the broadcasting of signals conveying digital information in accordance with the Standard.

“DRM Consortium” shall mean the Digital Radio Mondiale consortium comprised of all Members.

“DRM Association” shall mean the legal entity established in accordance with Article 5 to act as a vehicle for the DRM Consortium.

“DRM Patent Pool” shall mean any group of owners of Essential Patents that is set up in order to licence the use of the Standard on fair, reasonable and non-discriminatory terms to both Members and Non Members.

“DRM System Specification” shall mean ETSI Specification ES 201 980 (Digital Radio Mondiale).

“DRM Trade Mark” shall mean the trade mark “DRM” and/or the DRM logo as set out in Annex 8 hereto and any variants to the DRM logo, including those set out in Annex 8.

“Essential Patents” shall mean any patent and/or patent application comprised within the definition of Foreground or Background IPRs that has one or more claims that is/are infringed by implementation or use of the Standard.

“Excepted Affiliate” shall have the meaning given to it in Article 24.6 of this CA.

“Favourable Conditions” shall mean commercial conditions more favourable for the licensee or the beneficiary of the rights than the commercial conditions defined by reference to the open market, provided that the granting of such Favourable Conditions is not prohibited by law

“Foreground Information” shall mean all information including all kinds of results (such as, without limitation, files, etc.) generated subject to Article 15 on or after 4th March 1998 by any Member or any person engaged or employed thereby or by any third party working for any Member in the carrying out of the Project under this CA.

“Foreground IPRs” shall mean all patent applications, patents, copyrights and other similar statutory or common law rights for or relating to inventions made in the carrying out of the Project under this CA subject to Article 15 on or after 4th March 1998 by any Member or

any person engaged or employed thereby, or by any third party working for any Member in the carrying out of the Project under this CA.

“General Assembly” shall mean the assembly of all Members which shall operate under the provisions of Article 7 of this CA.

“IPR Working Group” shall mean the Intellectual Property Working Group set up pursuant to clause 8 of Annex 3.

“Joining Date” shall mean the date as recorded by the Project Director in the Register of Members when a Joining Member has (i) signed the Application Form and the Confidential Side Agreement, (ii) paid the relevant membership fee and (iii) whose application for membership has been approved by the Steering Board.

“Joining Member” shall mean a legal person joining the DRM Consortium at any time after 4th March 1998 and who signs this Consortium Agreement or the relevant Application Form

“Licensing Administrator” shall mean the person or persons appointed by the owners of the Essential Patents to administer a DRM Patent Pool.

“Member” shall mean a Signatory to this CA (not being one listed in the Register of Members as an Associate Member or Affiliate Member) provided it has paid its membership fee as per Article 14 hereunder and shall include a Joining Member (i) who has signed the Member Application Form attached hereto in Annex 7 and the Confidential Side Agreement, (ii) who has paid the relevant membership fee and (iii) whose application for membership has been approved by the Steering Board. Members shall be divided into two classes: Class A Members which class comprises founder Members and Members who have joined the DRM Consortium prior to 31<sup>st</sup> March 1999 and those Joining Members who join subsequent to 31<sup>st</sup> March 1999 as Class A Members and pay a fee equal to the cumulative fees of a founder Member on joining as stated in Article 15.2 and which Class A Members have all the rights and obligations of a “Member” set out in this CA; and Class B Members which class comprises those Joining Members who join subsequent to 31<sup>st</sup> March 1999 as Class B Members and pay an initial membership fee equal to the then current annual membership fee on so joining as stated in Article 15.2 and which Class B Members have all the rights and obligations of a ‘Member’ set out in this CA except those specifically differentiated for Class B Members in Clauses 3.1.3 and 3.1.4 of Annex 3.

“MoU” shall mean the Memorandum of Understanding mentioned in the recitals to this CA signed on March 4, 1998.

“Non-member” shall mean any entity which is not a Member, Associate Member, Affiliate Member or Affiliate.

“Project” shall mean the joint project undertaken by the Members to achieve the purpose.

“Project Office” shall mean the administrative office of the DRM Consortium and the DRM Association and shall include the Project Director, the Business Development Manager and any other staff appointed by the Steering Board in accordance with clause 8.2.1(c).

“Project Director” shall mean the person appointed from time to time by the Steering Board to carry out duties and responsibilities in relation to the DRM Consortium, the principal such duties and responsibilities being set out in Article 13.4.

“Purpose” shall mean the development, support and roll out of the Standard, and/or experimental equipment (hardware and software) for the validation of the Standard, to achieve the goals and objectives set out in Article 4 below.

“Register of Members” shall mean the register of all the Members recording relevant details of each Member’s membership, established and maintained by the Project Director.

“Signatories” shall mean the signatories of this CA and all those signatories of Application Forms.

“Standard” shall mean the DRM System Specification together with specifications agreed and submitted as open standards by the DRM Consortium in support of the main DRM System Specification.

“Steering Board” shall mean the board composed of representatives of the Members and of such other entities, and with the functions as set forth in Article 8 of this CA.

“Technical Committee” shall mean the technical committee of Members which shall operate under Articles 9 and 11 of this CA and which shall report to the Steering Board.

“Voting Steering Board Members” shall mean Members who are entitled to elect a voting representative on the Steering Board pursuant to Articles 7.2 and 8.1.1.

“Workgroups” shall mean the workgroups which shall operate under the provisions of Article 9 of this CA.

- 1.2 Unless the context otherwise requires, the singular shall include the plural and the plural the singular, and words importing persons shall include firms and corporations.
- 1.3 Reference to Articles and Annexes are references to the Articles and Annexes of and to this CA.

## **Article 2: Objective of the Consortium Agreement**

The objective of this CA is to define the terms and conditions under which the Members undertake to co-operate in order to carry out the Project attached hereto and to set out the Members obligations, rights and liabilities.

## **Article 3: Nature of the Consortium Agreement**

Nothing contained in this CA shall be construed as creating a partnership, joint-venture, agency, trust or other business relationship of any kind, each Member being individually responsible only for its obligations as expressly set forth in this CA. No Member may act as an agent or partner of any other Member, or in any way bind or commit any other Member to any obligations, unless by mutual consent between the two Members concerned.

## **Article 4: The goals and objectives of the DRM Consortium**

- 4.1 Members shall aim to create a common vision for a world future based on the Standard, and shall seek to support and collaborate with all organisations which can contribute to this goal. This shall be accomplished through:
- 4.1.1 Promoting and focusing world interest upon the benefits to be accrued from the world-wide application of DRM broadcasting technology;

- 
- 4.1.2 Promoting and facilitating the rapid adoption and implementation of DRM broadcasting technology throughout the world.
- 4.1.3 In order to co-operate in relation to the Project, the Members hereby create the Committees and Workgroups which will operate under the rules set by the present CA and the terms and conditions agreed among Members and defined in the CA
- 4.2 The Members, through the Committees and Workgroups, intend to contribute to the following objectives to:
- (a) create a coherent and focused framework of public relations and activities which will focus world attention on the benefits of the DRM broadcasting system;
  - (b) provide a means of dissemination and exchange of information, concepts, and ideas about the marketing and applications of the DRM broadcasting system;
  - (c) provide a framework for the maximum possible co-operation and synergism between technical elements involved in the DRM broadcasting system;
  - (d) act as a technical and informational resource for official policy, standards and regulatory frameworks and organisations to stimulate co-operation in extending existing standards in such a manner as to facilitate the acceptance of the Standard;
  - (e) facilitate the circulation of information between public and commercial broadcasters, network providers, researchers, the receiver and retail industry, manufacturers, and world standards and regulatory organisations, which will engender the spirit of co-operation and confidence necessary for the rapid take up of the Standard;
  - (f) originate and implement a strategy to facilitate and accelerate the acceptance and implementation of DRM broadcasting throughout the world, and provide maximum stimulus for the rapid growth of the world population of DRM broadcasting receivers.

## **Article 5: Incorporation of the DRM Association**

- 5.1 The Members have incorporated the DRM Association in Switzerland under Swiss law which is named The Digital Radio Mondiale Association and have transferred into the DRM Association the entire business of Digital Radio Mondiale, Inc. the Delaware company established to represent the interests of the DRM Consortium on an interim basis. The DRM Association shall be a non-profit making legal entity with its members being the Members and (unless otherwise agreed by the Members in General Assembly) with the Chairperson and Treasurer of the Steering Board as its directors.
- 5.2 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 for the Project 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 shall report to the Steering Board on all activities of the DRM Association.
- 5.3 The agreed form of the Articles of Association of the DRM Association are attached to this CA as Annex 4. The Members of the DRM Consortium have authorised an authorised representative of Deutsche Welle and an authorised representative of Radio Nederland to

---

sign on behalf of all the Members the Articles of Association of the DRM Association in order to establish the DRM Association.

- 5.4 Each Joining Member shall upon becoming a Member of the DRM Consortium automatically become a member of the DRM Association. Each Member whose membership of the DRM Consortium shall be terminated in accordance with Article 14.4 or Article 20 of the CA or by cessation of business or other cause shall upon such termination be automatically deemed to have resigned from and be no longer a member of the DRM Association.

## **Article 6: General Structure**

- 6.1 The organisation structure of the DRM Consortium shall comprise the following:
- (a) General Assembly (supreme organ of the DRM Consortium)
  - (b) Steering Board
  - (c) Executive Board
  - (d) DRM Association
  - (e) Project Office
  - (f) Commercial Committee
  - (g) Technical Committee
  - (h) Workgroups
- 6.2 Workgroups shall report and be accountable to their respective Committee.
- 6.3 The Commercial Committee and the Technical Committee shall report and be accountable to the Steering Board under the conditions set forth in Articles 8, 9, 10 and 11 hereafter.
- 6.4 The Project Office shall report to the Executive Board and be accountable to the Steering Board through the Executive Board.
- 6.5 The Executive Board shall report and be accountable to the Steering Board.
- 6.6 The Steering Board shall report and be accountable to the General Assembly under the conditions set forth in Articles 7 and 8 hereafter.
- 6.7 The International Telecommunication Union shall be deemed to be an Associate Member of the DRM Consortium without the obligations of a Member except that representatives of the ITU attending any meeting shall prior to such attendance agree to be bound by the confidentiality provisions in Annex 2.

## **Article 7: General Assembly**

- 7.1 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.

- 
- 7.2 Every two years at an ordinary meeting, the General Assembly shall appoint in accordance with the principles set out in Article 8.1.1 and Annex 1) the Voting Steering Board Members for the next two years. Existing Voting Steering Board Members shall be eligible for re-appointment.
- 7.3 Extraordinary meetings of the General Assembly may be convened either by the Steering Board or shall be convened on a proposal of a simple majority of the Members.
- 7.4 All Members shall be entitled to attend the General Assembly.
- 7.5 Each Member in attendance at the General Assembly shall be entitled to a single vote. Affiliates and Affiliate Members which are not Members in their own right and Associate Members shall not be entitled to vote. Where separate Members are or become Affiliates of each other, their aggregate voting rights shall be limited to 10% of the total vote (rounded to the nearest integer), or one vote, whichever is the greater.
- 7.6 Subject to the restrictions of section 7.5, an absent Member may appoint in writing a proxy from the Members who may attend the General Assembly and vote in the absent Member's place.
- 7.7 Ordinary and extraordinary meetings of the General Assembly shall be held validly if more than fifty percent of the Members (not including Affiliates, Affiliate Members and Associate Members) are present or duly represented by proxy in accordance with Article 7.6 above. All decisions will be taken by the majority vote of the Members present or duly represented by proxy who register a vote and do not abstain: except for the following matters which will require the positive vote of two-thirds of such of the Members present or duly represented by proxy who register a vote and do not abstain:
- 7.7.1 Any review of the membership fee by the General Assembly; and
  - 7.7.2 Any amendment to the Consortium Agreement or termination of the Consortium Agreement.
- 7.8 General Assemblies shall be formally convened and chaired by the Chairperson of the Steering Board. The date of General Assemblies shall be announced by the Chairperson of the Steering Board not less than eight weeks in advance and Members 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 all the Members 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 duly represented by proxy at a valid General Assembly.

## **Article 8: Steering Board**

- 8.1 The Steering Board shall be composed of the following elements:
- 8.1.1 In principle only those Members who have already contributed and/or indicate their intention to contribute with resources and activities for the benefit of the Project will be eligible to nominate a representative to stand for election to the Steering

Board. The Steering Board shall be composed of representatives of a maximum of 18 Voting Steering Board Members such number being constituted following the general principles stated in Annex 1 (thus ensuring a balanced representation of views from broadcasters and network operators, research institutions, data/infocasters, and electronics equipment manufacturers). The International Telecommunications Union and Broadcasting Unions who are Associate Members shall each be entitled to appoint a representative on the Steering Board without voting rights. Representatives of the Voting Steering Board Members shall take office for a maximum of two years and shall be rotated by the General Assembly in accordance with Article 7.2.

- 8.1.2 In addition the Steering Board may co-opt additional representatives of Members, without voting rights, to ensure an adequate spread of interests, including geographical balance.
  - 8.1.3 The Chairpersons of the Commercial Committee and Technical Committee shall be ex-officio members of the Steering Board, without voting rights, except if they are representing their organisation as a full member of the Steering Board.
  - 8.1.4 The Project Director and/or the Business Development Manager shall attend the Steering Board's meetings if required to do so by the latter but shall not be entitled to participate in the votes of the said Board.
- 8.2 Under the control of, and in compliance with the decisions of the General Assembly, the Steering Board shall co-ordinate the Project and assume overall responsibility towards the General Assembly for liaison between the Members in relation to the Project, for analysing and approving the results generated under Committees and/or Workgroups, for proper administration of the DRM Consortium and for implementation of the provisions contained in the Consortium Agreement (which implies control of the compliance of the activities of the Executive Board, the Project Office, the Committees and the Workgroups with the said provisions).
- 8.2.1 Such responsibility includes but is not limited to carrying out the following activities:
    - (a) Establishing its own rules of procedure provided that the following rules shall in any event apply: a quorum of two-thirds of the Voting Steering Board Members must be present or duly represented by proxy at each meeting of the Steering Board; the positive votes of a three quarters majority of the Voting Steering Board Members present or duly represented by proxy at any meeting who register a vote and do not abstain shall be required to approve any matter; all Voting Steering Board Members represented on the Steering Board, including that represented by the Chairperson, shall have one vote, and meetings shall be minuted.
    - (b) Appointing 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 treasurer. The chairperson and the treasurer shall also be the directors of the DRM Association and as such shall be responsible for preparing and presenting to the Members the budget and accounts of the DRM Association. The appointment of the chairperson shall also require the approval of the General Assembly and shall

---

(unless for good cause the appointment is withdrawn and replaced in accordance with the Steering Board's rules of procedure and approved at an extraordinary meeting of the General Assembly convened for this purpose) be valid for two years until the next but one ordinary meeting of the General Assembly, where he/she shall be either re-appointed or replaced by another member of the Steering Board. The appointment of the two vice chairpersons and treasurer shall be for a period of two years and at the end of the two year period (or earlier if there is good cause) the vice chairpersons and treasurer shall be removed and replaced or re-elected by a vote of the Steering Board in accordance with Article 8.2.1(a).

- (bb) The vice-chairpersons and treasurer will assist the chairperson in the management of the DRM Consortium and they shall undertake to devote, on average, a minimum of one day a week to the affairs of the DRM Consortium (or such other minimum as the Steering Board shall from time to time agree).
  - (c) Appointing the Project Director, the Business Development Manager and any other professional or support posts, as required, in accordance with the Steering Board's rules of procedure. The appointment of the Project Director, the Business Development Manager and any other professional or support posts shall be for such period as the Steering Board may decide and they may be removed and replaced by a vote of the Steering Board in accordance with Article 8.2.1(a).
  - (d) Confirming the appointment of the chairpersons of subordinate bodies (i.e. the Commercial Committee, the Technical Committee and the Workgroups, unless there is good cause to reject such appointments).
  - (e) Defining the overall policy direction of DRM Consortium's activities.
  - (f) Specifying appropriate liaison with the world's broadcasting unions to ensure that vital two-way communication between the DRM Consortium and the world's broadcasting unions is effected.
  - (g) Clarifying the working structure of the DRM Consortium in matters not specified by the CA, as required.
  - (i) Approving the terms of reference of subordinate bodies (i.e. the Commercial Committee, the Technical Committee and the Workgroups).
  - (j) Establishing, updating and controlling the performance by the Committees of the work
  - (k) Formally endorsing recommendations put forward by other DRM Consortium committees and workgroups on behalf of the DRM Consortium, especially with regard to the development of the Standard.
  - (l) Dealing with disagreements arising within subordinate bodies.
  - (m) Keeping the Members informed of the work and progress of the Steering Board, Commercial and Technical Committees, and any Workgroups.
  - (n) Providing guidance on any question of interpretation of the CA.
-

- (o) Preparing proposals for amending the CA to be put to the Members for approval, in accordance with Article 21 hereafter.
  - (p) Provision of minutes of meetings to Members.
- 8.3 If the Steering Board has less than eighteen elected Voting Steering Board Members at any time, its numbers may be augmented as new Members become available and/or candidates are duly nominated, until the total desired number is reached subject to the limit stated in Annex 1 for numbers from each constituency.
- 8.4 The Steering Board shall meet formally not less than twice a year, and shall maintain sufficient information flow between all its Members and elements so that each is informed of the up-to-date status of all organisational activities.

#### **Article 8A: Executive Board**

- 8A.1 The Executive Board shall comprise the chairperson, vice chairpersons and the treasurer of the Steering Board, the chairpersons of the Technical and Commercial Committees and the Business Development Manager (who shall be a non voting member), plus up to three additional members elected by the Steering Board in order to ensure, as far as possible, representation across the various constituencies of the DRM Consortium. These additional members shall not necessarily be Steering Board members.
- 8A.2 In addition to the administrative duties specified in Article 13.2, the Executive Board shall be responsible for the day to day management of the Project Office and for developing and drafting policies and strategies at the request of and for the approval of the Steering Board.

#### **Article 9: Common rules applicable to Committees and to Workgroups**

- 9.1 Each Committee and Workgroup shall be responsible for
- 9.1.1 its own organisational arrangements, work procedures and time schedule, providing that such arrangements, work procedures and time schedule do not conflict with this CA; and
  - 9.1.2 the appointment of its own chairperson, such appointment to be for a period of 2 years unless terminated earlier for good cause in accordance with the Committee's or Workgroup's rules of procedure; such appointment to be confirmed by the Steering Board pursuant to Article 8.2.1(d).
- 9.2 Each Committee and Workgroup shall propose its terms of reference, such terms of reference to be reviewed on an annual basis by the Committee or Workgroup and approved by the Steering Board.
- 9.3 The Technical Committee, the Commercial Committee and the Workgroups shall be composed of representatives nominated by Members making significant contribution in the present or future implementation of services/products relevant to DRM. Each such Member shall be entitled to nominate one or more representatives on each Committee or Workgroup and, if appropriate and agreed to by the other Members, other experts or

---

advisors to assist their representative in carrying out any task undertaken by the said Member.

- 9.4 Each Member with one or more representatives in attendance at a meeting of the relevant Committee or Workgroup shall be entitled to a single vote in relation to any matter. An Affiliate or Affiliate Member so represented which is not a Member in its own right shall not be entitled to vote. Where separate Members are or become Affiliates of each other, their aggregate voting rights shall be limited to 10% of the total vote (rounded to the nearest integer), or one vote, whichever is the greater.
- 9.5 Each Committee shall:
- (a) conduct and perform its tasks in accordance with the mandate handed down by the Steering Board; and
  - (b) transmit regularly to the Project Director (and at least two (2) weeks prior to any scheduled meeting of the Steering Board) results achieved for approval by the said Steering Board, and
  - (c) report through its chairperson on its activities to the Steering Board upon request of the latter.

#### **Article 10: Commercial Committee**

- 10.1 The Commercial Committee shall provide a focus for all non-technical aspects needed to successfully achieve the Purpose.
- 10.2 The Commercial Committee shall provide the definition of service requirements, commercial priorities and time-scale requirements to the Technical Committee and relevant Workgroups based upon its market-led and consumer-oriented researches and inputs.
- 10.3 The Commercial Committee shall receive cost and time-scale feedback from the Technical Committee relative to the information it provides, and shall make cost/benefit determinations to finally certify the cost-realism of its formulations.
- 10.4 The Commercial Committee shall, upon receiving results from the Technical Committee and Workgroups, certify to the Steering Board its endorsement of them.
- 10.5 The Commercial Committee shall endeavour to reach agreement through consensus processes, including majority voting; if agreement is not possible in this manner, it shall put the options and majority and minority opinions to the Steering Board for a decision.
- 10.6 The Commercial Committee may delegate specific work tasks to Workgroups. In turn, it shall be responsible for properly integrating the results of those Workgroups into the stream of work in production.
- 10.7 The Commercial Committee shall formulate and carry out strategies to effect the most rapid acceptance and implementation of a Standard on a world-wide basis.

---

**Article 11: Technical Committee**

- 11.1 The Technical Committee shall provide technical expertise in order to meet the objectives defined by this CA. Technical experts of all Members may be nominated by the latter to the Technical Committee, with such nominations being ratified by the Steering Board.
- 11.2 The Technical Committee shall provide a focus, forum and framework for the co-ordination of research and development and testing activities. It shall register the details of all research and development activities wishing to come within the scope of this CA, provide an avenue of information exchange between the DRM Consortium and all international and external technical elements, and direct development and testing activities to produce the required technical designs.
- 11.3 The Technical Committee shall interface with existing standards authorities and organisations to provide necessary exchanges of information, and arrange desired accommodations required of existing and planned standards for DRM.
- 11.4 The Technical Committee shall produce specifications for technical designs and recommendations for the Standard, which meet the following requirements:
- 11.4.1 There is consensus within the Technical Committee that the results represent the most appropriate and cost-effective technical response to the requirements;
  - 11.4.2 The results are available to the world as a part of the Standard once approved by applicable standards and regulatory organisations;
  - 11.4.3 The results have been subject to appropriate testing, and meet the applicable functional and performance requirements;
  - 11.4.4 The design is “evolutionary” by providing means for unimpeded application of future technology for overall improvement of its performance and scope of application.
- 11.5 The Technical Committee shall perform systems integration analysis and tests to assure that all systems perform as it has specified.
- 11.6 The Technical Committee shall deliver specifications for technical designs or recommendations for the Standard via the Steering Board for consideration by the appropriate standards organisations.
- 11.7 The Technical Committee shall endeavour to reach agreement through consensus processes, including majority voting; if agreement is not possible in this manner, it shall put the options and majority and minority opinions to the Steering Board for a decision.
- 11.8 The Technical Committee may delegate specific work tasks to Workgroups. In turn, it shall be responsible for properly integrating the results of those Workgroups into the stream of work in production.

---

**Article 12: Workgroups**

- 12.1 Workgroups shall be the focus of commercial or technical work, performed to specifications formulated by the Commercial Committee or Technical Committee.
- 12.2 Each Workgroup shall report technical and managerial results directly to the relevant Committee which commissioned and specified the work.

**Article 13: Administration**

- 13.1 The Steering Board shall be responsible for:
  - 13.1.1 Ensuring that all work of the DRM Consortium meets functional requirements and that the other conditions of this CA are properly made and on record; and
  - 13.1.2 Provision of project management in relation to the activities of the Technical and Commercial Committees and their Workgroups.
- 13.2 The Executive Board shall be responsible for:
  - 13.2.1 Administration of the policy and management guidelines established by the Steering Board;
  - 13.2.2 Reporting to the Steering Board on the status of all activities of the DRM Consortium and the DRM Association;
  - 13.2.3 Interface between the DRM Consortium and the world's broadcasting unions and other third parties as specified and delegated by the Steering Board using as necessary the DRM Association; and
  - 13.2.4 Preparation (with the help of the Project Director) of the agendas for the meetings of the General Assembly and Steering Board.

The Executive Board shall agree any division of these responsibilities between themselves.

- 13.3 The DRM Consortium will make use of the services of a Project Director and a Business Development Manager appointed by the Steering Board and, upon a decision of the Steering Board, any other professional or support staff that the Steering Board considers necessary from time to time; such staff shall be either employed by or seconded to the DRM Association. All costs of establishing and maintaining the Project Office properly incurred in furtherance of the Project, including all office facilities shall be covered by the membership fees paid by the Members into the general fund of the DRM Association.
- 13.4 The Project Director shall be responsible for:
  - 13.4.1 Performance under the control of the directors of the DRM Association and in co-operation with such other financial officers as the Steering Board may decide, of all financial operations connected with the DRM Association, including collecting and receiving Members' subscriptions, yearly membership fees and any other contributions to be transferred into the general fund of the DRM Association;

---

preparation of budget estimates and submissions for the Steering Board for consideration by the General Assembly; disbursing funds in accordance with the budget of the DRM Consortium approved by the General Assembly; complying with the legal obligations incumbent on an Association under Swiss law which includes addressing to competent authorities (such as but not limited to tax and/or social security) such declarations as may be required and providing complete accountability for all monetary transactions;

- 13.4.2 Preparation and distribution to the Steering Board and the Members of such management accounts of the DRM Association as the Members represented by the Steering Board require and preparation for approval of, and distribution to, its directors and Members the annual accounts of the DRM Association;
  - 13.4.3 Maintenance of records and archives of all transactions and input and output documents of the DRM Consortium;
  - 13.4.4 Receipt, transmission to all entitled Members and appropriate archiving of copies of all documents received by the DRM Consortium from any and all sources;
  - 13.4.5 Provision of secretarial assistance to the Committees, Steering Board and General Assembly and preparation for approval of minutes of the two latter meetings;
  - 13.4.6 Carrying out of all administration of the DRM Association as required by its Directors;
  - 13.4.7 Establishing and maintenance of the Register of Members so that it is kept complete and up to date.
  - 13.4.8 Overseeing the Project Office.
- 13.5 The Business Development Manager shall be responsible for managing all aspects of the commercial rollout of the Standard as directed by the Executive Board.

#### **Article 14: Funding**

- 14.1 Each of the Members shall bear its own costs incurred in furtherance of this CA, including the cost of work performed in implementing the Project within Committees and/or Workgroups as well as attendance costs to the meetings of the DRM Consortium and the Members hereby waive the right to claim any reimbursement from the others for any cost arising in connection with this CA.
- 14.2 Notwithstanding the above and in order to fund the expenses of activities of common interest which are properly carried out in accordance with this CA and to ensure the administrative and managerial support necessary for the proper performance of the Project, the Members agree that the general fund of the DRM Association to be administered by the DRM Association's Directors under supervision of the Steering Board shall be exclusively available to and used for the Project. The Members shall each pay into the general fund of the DRM Association a membership fee in the first year of membership and an annual membership fee thereafter, in accordance with the provisions set forth hereunder. Such sums shall be used to finance the Project Office and the activities of the Project Director and the Business Development Manager as described under Article 13 here above and to

---

organise meetings of Members as provided for under this CA, or as decided from time to time by the General Assembly and/or the Steering Board.

- 14.3 Upon receiving an invitation to do so issued by the Project Director, a yearly membership fee shall be paid by each of the Members to the DRM Association through the Project Office to be incorporated by the latter in the general fund. For the first membership year, except where a Member has already paid such membership fee pursuant to the Memorandum of Understanding, each Member shall pay its membership fee upon signing the present CA. For the next years, the Members' membership fees shall be paid before March 15 of each year. The said membership fee shall amount to a maximum of USD 10,000 (ten thousand United States dollars) for the year 1998 and shall be reviewed annually as voted by the General Assembly on a proposal of the Steering Board.
- 14.4 A Member not paying its membership fee for six (6) months from the due date shall automatically be deemed to have resigned its membership and withdrawn from the DRM Consortium and the DRM Association and thus will be excluded and consequently not be entitled to participate in DRM Consortium works and meetings, nor to receive any document or communication from the DRM Consortium. Such exclusion shall be subject to clause 10 of Annex 2 and clause 7 of Annex 3, shall be formalised by a prior written notice sent to that effect to the Member by the Project Director and shall not relieve the said Member from its obligations to pay monies due under the present CA. Nevertheless, the said Member shall be entitled to reapply to the DRM Consortium in accordance with the provisions of Article 15 hereafter, provided it has paid all required membership fees, including past unpaid membership fees which led to its exclusion.
- 14.5 It is expressly agreed among the Members that the Articles of Association of the DRM Association shall reflect the provisions set out in the hereabove clauses.

#### **Article 15: Members joining at any time after 4th March 1998**

- 15.1 For Joining Members the following provisions shall apply:-
- 15.1.1 All Foreground Information and Foreground IPRs as well as all Background Information and Background IPRs of the Members in existence on and prior to the Joining Date of the particular Joining Member, the identification of such existing Foreground Information and Foreground IPRs being as stated by the Chairperson of the Technical Committee (and recorded by the Project Director), shall for the Joining Member be deemed to be Background Information and Background IPRs of the existing Members and the provisions of Annex 3 shall apply accordingly;
- 15.1.2 Insofar as the Joining Member shall itself have Background Information and Background IPRs or shall generate Foreground Information and Foreground IPRs the relevant date for distinguishing these shall not be 4 March 1998 as stated in the definitions of these expressions in Article 1.1 but its Joining Date and from its Joining Date the provisions of Annex 3 shall apply accordingly.
- 15.2 Joining Members which are joining as Class A Members shall pay an initial membership fee equal to the cumulative membership fees of a founder Member to that date. Joining Members which are joining as Class B Members shall pay an initial membership fee equal to the annual membership fee established in accordance with Article 14 above. For each

succeeding year they shall pay the annual membership fee established in accordance with Article 14 above.

### **Article 16: Documents and Confidentiality**

All Members shall be entitled to receive all output documents from all Committees and Workgroups, and shall receive the minutes of all meetings, formal and informal, of the Steering Board. Rules applicable to the exchange of confidential information among the Members and to third parties shall be those set forth in Annex 2 hereunder.

### **Article 17: Intellectual Property Rights**

17.1 Members agree that Annex 3 “Provisions relating to Intellectual Property Rights” to this CA shall be applicable among them for the duration of this CA.

17.2 Any Member wishing to use the DRM Trade Mark shall sign a trade mark licence in the form set out in Annex 9. All Members agree that if any Member or Non-member wishes to use the DRM Trade Mark on or in connection with any commercially available product then that product must meet certain quality criteria; such criteria to be approved by the Steering Board who shall also decide how that criteria should be met. The Steering Board will be responsible for putting in place a trade mark licence for Members and Non members wishing to use the DRM Trade Mark on commercially available products, and, if necessary, a trade mark licence for Non-members wishing to use the DRM Trade Mark for any other purpose.

### **Article 18: Responsibilities and Liabilities of Members**

#### **18.1 Responsibilities of the Members**

- (a) Each Member undertakes to comply with the provisions set forth under the present CA and to use reasonable endeavours:
  - (i) itself, or as the case may be, jointly with others, to participate actively and to perform on time the tasks and work packages to which it has committed itself alone or with said others and to make available rights and information on time to other Members, as necessary for the Project, under the terms and conditions defined in this CA;
  - (ii) promptly to notify the Chairperson of the relevant Committee or Workgroup of any delay or anticipated delay in performance;
  - (iii) to assist the Chairperson of the relevant Committee and/or Workgroup to prepare and present the reports to be submitted to the Steering Board in a timely manner.
- (b) It is hereby agreed that the Steering Board and Committees shall not, in any case, be entitled to allocate or assign to any Member any task under the Project that the latter does not willingly accept.
- (c) Each Member shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies to any of the other Members hereunder. The recipient Member shall be entirely responsible for the use to which it puts such information and materials.

- (d) Each Member shall comply with and shall ensure that any third party which it invites to participate within any Workgroup shall comply with the provisions of Annex 5.

## **18.2 Liabilities of the Members**

### **18.2.1 Towards each other**

- (a) In respect of information or materials supplied by one Member to another hereunder, no warranty, condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials and the Member shall be under no obligation or liability in relation to such matters other than as stated in 18.1(c);
- (b) Provided a Member has complied with the terms of clause 5 (Third Party Rights) of Annex 3, it shall in respect of information or materials supplied by such Member to another hereunder, give no warranty condition, or representation of any kind, nor shall any such warranty, condition or representation be implied, as to the absence of any infringement of any proprietary rights (such as intellectual property rights or proprietary information) of third parties by the use of such information and materials, and the recipient Member shall in any case be entirely responsible for the use to which it puts such information and materials;
- (c) The total and cumulative direct liability of each of the Members to other Members arising out of or in connection with this CA, from any cause whatsoever, whether based on breach of this CA in tort (including without limitation, negligence, strict liability, or otherwise) under any warranty, or otherwise, shall in no event exceed US\$30,000 save that, for the avoidance of doubt, it is understood by all Members that this does not apply to any licensing arrangements between any of the Members in relation to any Background or Foreground IPRs;
- (d) Notwithstanding anything contained herein to the contrary, no Member shall be liable hereunder to another Member for indirect or consequential loss or damages such as but not limited to loss of profit, anticipated profit, revenue, contracts whether arising out of or alleged to have arisen out of a breach of this CA or otherwise.

### **18.2.2 Liability towards third parties**

Subject always to such other undertakings and warranties as are provided for in this CA, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its acts or omissions in carrying out its parts of the Project.

## **Article 19: Coming into Force - Duration - Effect of Changes**

- 19.1 This CA shall come into force upon its execution by the Signatories in accordance with Article 25 (Completion) and shall remain in full force and effect in its current form unless and until a decision is taken at a meeting of the General Assembly in accordance with Article 7 to terminate or amend the Consortium Agreement.
- 19.2 Upon amendment of this CA in accordance with Article 7, all Members shall be bound by and comply with the CA as amended notwithstanding that the votes for the amendment were not unanimously in favour, and notwithstanding the fact that any Member did not

---

attend the General Assembly meeting where any such amendment was approved. No Member shall be entitled to express a reservation in respect of any such amendment.

### **Article 20: Withdrawal - Assignment- Termination for Breach**

- 20.1 Subject to clause 10 of Annex 2 and clause 7 of Annex 3 a Member may withdraw from the CA at any time by giving one month's notice, in writing, to the Steering Board through the Project Director. Such withdrawal does not relieve the Member from paying the membership fees due for the year in which the Member wishes to withdraw. Membership fees are not reimbursable.
- 20.2 This CA or any rights and obligations arising therefrom may not be transferred or assigned in whole or in part by any Member without the express written consent of the Steering Board.
- 20.3 In the event of a substantial breach by a Member in the performance of any of its obligations under this CA which is not cured within one (1) month from the receipt by the defaulting Member of a formal notice from the Steering Board to that effect, then the Steering Board may decide to have this membership terminated for such breach, by operation of law and without demand, by rendering to the defaulting Member a written letter of termination. The terms of clause 10 of Annex 2 and clause 7 of Annex 3 shall apply to such termination of the Member's membership. Such termination does not relieve the Member from paying the membership fee due for the year in which the Member's membership is terminated. Membership fees paid or due to be paid by a Member whose membership is terminated are not reimbursable. In case of non-payment of the due membership fees by a Member the provisions of Article 14 above shall apply.

### **Article 21: Changes**

Any changes to the CA shall be proposed by the Steering Board or by a third of the Members and put to the vote at an extraordinary meeting of the General Assembly in accordance with Article 7.

### **Article 22: Applicable law - Settlement of Disputes**

- 22.1 This CA shall be construed and interpreted in accordance with the laws of Switzerland.
- 22.2 Subject to Article 22.3 below all disputes between the Members in connection with or arising out of the existence, validity, construction, performance and termination of this CA (or any terms thereof) which the 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.
- 22.3 For the avoidance of doubt nothing within this CA 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.

---

### **Article 23: Miscellaneous**

- 23.1 The headings used in this CA are for convenience only and shall not in any way affect interpretation thereof.
- 23.2 All documents, information, notices and more generally all correspondence to be issued or exchanged among the Members in furtherance of this CA shall be in the English language.
- 23.3 This CA constitutes the entire agreement between the Members with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the Members (including the Memorandum of Understanding agreed in China on 4 March 1998) with respect to or in connection with any of the matters or things to which this CA applies or refers.

### **Article 24: Affiliates; Affiliate Members; Associate Members**

- 24.1 It is intended that all Affiliates, Affiliate Members and Associate Members shall have all the rights and obligations of Members under this CA as if they were Members under this CA except that Associate Members have limited rights under clauses 3.1.3 and 3.1.4 of Annex 3 and that no Affiliate, Affiliate Member or Associate Member shall
- 24.1.1 in its own right be entitled to vote at any meeting;
- 24.1.2 automatically become a member of the DRM Association; nor
- 24.1.3 be obliged to pay an initial membership fee or annual membership fee in accordance with Article 14; nor
- 24.1.4 be entitled to appoint a representative to attend the Steering Board unless stated in Article 8.1.1 or co-opted in accordance with Article 8.1.2.
- 24.2 Notwithstanding the definition of “Member” in Article 1.1, such term when used on its own shall be understood to be inclusive of Affiliate Members and Associate Members except in the following instances of use in the CA where the term “Member” denotes a membership fee paying Class A or Class B Member only: Article 1.1 - definitions of “Affiliate”, ”Application Form”, “Members”, “Non-member”, “Voting Steering Board Members”; Article 5; Articles 7.3, 7.5, 7.6, 7.7 and 7.8; Article 8.1.1; Article 13.4.1; Article 14.2, second sentence; Article 14.3; Article 14.4; Article 14.5; Article 15.2; Article 20.3 - last two sentences; Article 24; Annex 1 - final paragraph; Annex4; Annex 7 - part 1.
- 24.3 In respect of each Affiliate, other than any Affiliate which signs this CA or an Affiliate Member Application Form, the Member of which it is an Affiliate shall be responsible to the other Members for the performance of all its obligations under this CA. Where a Member is unable to procure and stand surety for the performance by its Affiliate in this way, such Affiliate shall sign this CA or an Affiliate Member Application Form. Where an Affiliate signs the Consortium Agreement or an Affiliate Member Application Form it thereby undertakes to the Members (and the other Affiliates, Affiliate Members and Associate Members) that it shall itself in its own right be bound by and comply with all the obligations, and accept all the rights set out in this CA (other than those expressly excepted pursuant to Article 24.1 above).
-

- 
- 24.4 Where a Signatory signs the Consortium Agreement as an Associate Member or signs an Associate Member Application Form it thereby undertakes to the Members (and the other Affiliates, Affiliate Members and Associate Members) that it shall itself in its own right be bound by and comply with all the obligations, and accept all the rights set out in this CA (other than those expressly excepted pursuant to Article 24.1 above).
- 24.5 For the purposes of Article 15 of the CA, in respect of an Affiliate or Affiliate Member which itself has Background Information and Background IPRs or generates Foreground Information and Foreground IPRs the relevant date for the purpose of distinguishing these shall be the Joining Date of the Joining Member of which the Affiliate or Affiliate Member is an Affiliate.
- 24.6 For the purposes of Clauses 3.1.3 and 3.1.4 of Annex 3 an Affiliate's or Affiliate Member's rights shall be those of the Class A or Class B Member to which it is an Affiliate.
- 24.7 The termination of this CA or the termination of the membership of the DRM Consortium of the Member, of which the Affiliate or Affiliate Member is an Affiliate in accordance with Article 14.4 or Article 20 of the CA or by cessation of business or other cause shall incur the automatic cessation of the Affiliate or Affiliate Member's rights under this CA, however (and for the avoidance of doubt) it shall continue to have the same obligations after such termination as a Member would have after such termination.
- 24.8 As an exception to the above provisions each Signatory to the CA may declare at the time of its signature of the CA that in the case of its Affiliates other than those Affiliates which it identifies in the CA (or subsequently identifies by notice to the Project Director) it is neither able to bind such Affiliates nor obtain their signature as Affiliate Members to the CA. The Affiliates other than the named Affiliates shall be termed "Excepted Affiliates" and shall be treated as Non-members.

#### **Article 24A: DRM Supporter**

Any individual or legal entity which wishes to support the work of the DRM Consortium but does not wish to join the DRM Consortium as a Member or Associate Member may become a DRM Supporter by signing the DRM Supporter Agreement which is set out in Annex 10 hereto. For the avoidance of doubt, a DRM Supporter only has the rights and obligations as set out in the DRM Supporter Agreement and does not have any of the rights and obligations of Members, Affiliates or Associate Members which are set out herein.

#### **Article 25: Effectiveness and Completion**

- 25.1 This Consortium Agreement shall be deemed to be effective from the 10<sup>th</sup> September 1998.
- 25.2 With effect from 16<sup>th</sup> April 1999, the procedure for completing and signing this Consortium Agreement is as set out in the document "DRM: Information for Prospective Members", which is available from the Project Office and a copy of which appears on the DRM Consortium's Web Site [www.drm.org](http://www.drm.org).

---

## ANNEX 1

### Steering Board Constitutional Rules

The general principle is that the Steering Board shall be comprised of representatives of the following three constituencies of Voting Steering Board Members in the following numbers plus the Project Director (when required):

Broadcasters, Data / Infocasters, and Network Operators  
(Public and Private, National and International) 4 to 7

Manufacturers 4 to 7

National and International Regulatory Bodies and Research Institutions 2 to 4

In no case shall any constituency have a clear majority. No Voting Steering Board Member may nominate more than one candidate to be its voting representative. The total number of elected Voting Steering Board Members with representatives on the Steering Board shall not be less than ten, nor more than eighteen.

Where for any constituency the number of nominations exceeds the above numbers then the Chairperson of the General Assembly shall proceed with an election. The election in any constituency shall be confined to those present from that constituency. Each eligible Member shall arrange in preference order those who have been nominated. In the event of a tied vote a further ballot shall be held to determine which of the nominees that have tied shall be elected to the Steering Board.

---

## ANNEX 2

### CONFIDENTIALITY PROVISIONS

1. Nothing in this CA may be construed as compelling any Member hereto to disclose any Confidential Information to the others, or to enter into any further contractual relationships.
2. Each Member hereto, to the extent of its right to do so and provided that it is not contrary to the laws or regulations of their respective countries, shall disclose to the other Members only such Confidential Information which the disclosing Member deems appropriate to fulfil the objectives of this CA as set out in Article 2 of the CA. The Members hereto hereby represent that any disclosure of Confidential Information by and between themselves is not contrary to the laws and regulations of their respective countries.
3. Any information in whatever form disclosed by any Member hereto to the others or disclosed by a Non-member working within a Workgroup or Committee and which is designated as Confidential by the disclosing Member or Non-member by an appropriate stamp, legend or any other notice in writing or, when disclosed orally, has been identified as Confidential Information at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as Confidential Information of the disclosing Member, shall be subject to the relevant terms and conditions of this CA.
4. A receiving Member hereby covenants that, for a period of five (5) years from the date of disclosure of the Confidential Information, the Confidential Information received from a disclosing Member shall:
  - (a) be protected and kept in strict confidence by said receiving Member which must use the same degree of care and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care; and
  - (b) not be disclosed by said receiving Member whether directly or indirectly to any Non-member (including, but not limited to, any employee of the receiving Member and any third party professional adviser of the receiving Member) except on a need to know basis for use solely for the Purpose and unless and until such Non-member has agreed to respect and be bound by the confidentiality provisions contained in this Annex 2; and
  - (c) not be used in whole or in part for any purpose other than the Purpose of this CA as specified in clause 3 of the present Annex without the prior written consent of the disclosing Member; and
  - (d) neither be copied, nor otherwise reproduced or duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing Member.
5. Any Confidential Information and copies thereof disclosed by any Member hereto to the others shall remain the property of the disclosing Member and shall be returned by the receiving Members immediately upon request except with the prior written permission of the disclosing Member for one (1) secure archive copy which may be kept in the files of the receiving Member's legal counsel as a record of the receiving Members' ongoing obligations

---

of confidentiality. Such record and the Confidential Information it contains shall in any case be returned to the disclosing Member at the end of the five (5) year period referred to in Clause 4 of this Annex 2.

6. Notwithstanding the above, a receiving Member shall have no obligations or restrictions with respect to any Confidential Information which the receiving Member can prove:
  - (a) has come into the public domain prior to or after the disclosure thereof and in such case through no wrongful act of the receiving Member; or
  - (b) is already known to the receiving Member, as evidenced by written documentation in the files of the receiving Member; or
  - (c) has been lawfully received from a Non-member, which Non-member is not under an obligation of confidentiality with respect to such Confidential Information; or
  - (d) has been or is published without violation of this CA; or
  - (e) is independently developed in good faith by employees of the receiving Member who did not have access to the Confidential Information; or
  - (f) is approved for release or use by written authorisation of the disclosing Member; or
  - (g) is not properly designated or confirmed as proprietary.
7. With respect to any exchange of Confidential Information which may occur as a result of this CA, it is expressly understood and agreed that each Member shall notify the Project Director of the names of its employees which shall, on behalf of the respective Members hereto, be the individuals authorised to receive and transmit Confidential Information under this CA.
8. As regards the individuals identified in clause 7 above, each Member hereto shall have the right and power to re-designate such persons within their organisations as are authorised to receive and/or transmit Confidential Information exchanged under this CA. Any such re-designations which are made by any Member hereto shall be effected by rendering written notice of such change to the Project Director.
9. It is expressly understood and agreed by the Members hereto that the disclosure and provision of Confidential Information under this CA by any Member to the others shall not be construed as granting to a receiving Member any rights whether express or implied by license or otherwise on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trade mark or trade secret rights except as expressly provided within this CA.

The ownership in all Confidential Information and/or data disclosed by any Member to the others pursuant to this CA shall, subject to any right of any other owner, rest with the disclosing Member.
10. The termination of this CA or the termination of a Member's membership of the DRM Consortium in accordance with Article 14.4 or Article 20 of the CA or by cessation of

---

business or other cause shall not relieve the receiving Members of complying with the obligations imposed by clause 4 hereof with respect to the use and protection of the Confidential Information received prior to the date of the termination of this CA, or the date of the termination of a Member's membership of the DRM Consortium. Such obligations shall continue for the period applicable as set forth in the said clause.

11. The documents referred to in Article 16 of the CA and their contents, shall be deemed to be Confidential Information, subject to the terms and conditions of this Annex 2, unless and except to the extent that the Steering Board decides otherwise and so informs Members in writing through the Project Director.

---

**ANNEX 3****PROVISIONS RELATING TO INTELLECTUAL PROPERTY RIGHTS****1. OWNERSHIP**

- 1.1 All Background Information or IPRs owned or controlled by any Member shall remain the property of that Member.
- 1.2 Each Member shall remain fully vested in its own Foreground Information and Foreground IPRs.
- 1.3 Each Member undertakes that any Foreground IPRs and/or Foreground Information created by any person employed or commissioned by it shall be owned and controlled by that Member.
- 1.4 During the performance of this CA, inventions made by employees of one Member or which are otherwise owned by a Member, for which application for Foreground IPRs or any kind of property title or protection title can be made (Foreground Information and/or Foreground IPRs) may be registered by this Member in its own name and at its own expense in the country of its choice.

**1.5 Joint Inventions**

- 1.5.1 Inventions which are made jointly by two or more of the Members, or which are owned by several Members, for which application for Foreground IPRs or any kind of property or protection title can be made, may be registered in the name of these Members and at their expense in the countries of their choice. Any such joint invention shall be jointly owned and freely used by the inventing Members and sublicensed by the inventing Members provided that any Member wishing to sublicense a joint invention shall seek the co-owner's approval by notifying the co-owner in advance and the co-owner shall be entitled to object to such sub-licence if, but only if, such sub-licence would affect a Business Interest of that co-owner and any such objection is made within 6 weeks of receiving such notification. If any such objection is not received within that time limit, the co-owner shall be deemed to have approved.
- 1.5.2 The actual out-of-pocket expenses of applying for and registering Foreground IPRs in respect of such joint inventions shall be divided equitably among the inventing Members.
- 1.5.3 Notwithstanding the other provisions of this Article on joint inventions, if any joint inventing Member elects not to file an application in a territory on such joint invention or not to share the expenses thereof, the other inventing Member(s) may file at their own expense in that territory and shall have sole control of the prosecution of such application and enjoy exclusive ownership of the invention, application(s) and any Foreground IPRs which may be granted on such application(s), provided that the Member(s) electing to file notifies the Member electing not to file by registered mail at least thirty (30) days in advance of such

---

filing and the Member electing not to file has not notified the Member electing to file of its desire to file within fourteen (14) days of such notification. An inventing Member electing not to file shall retain a non-exclusive, non-transferable licence to make, have made, use, market and sell in the said territory.

- 1.6 In all cases, after an application for Foreground IPRs or any kind of property or protection title has been made a notification shall be sent by the Member(s) in question to the other Members and a copy of the application for the Foreground IPRs or other title shall be sent, on request, to any other Member provided its confidential nature is accepted by the receiving Member. In addition and at the same time, notification together with a copy of the application must be sent to the Chairperson of the Technical Committee.
- 1.7 Each Member undertakes that it has the right and is willing to grant or cause the grant of any and all licences of its Foreground IPRs and Information and Background IPRs and Information as provided in clauses 1.9, 2, 3 and 4 below that are contained in any technical proposal it submits as part of the Standard.
- 1.8 At any time but at the latest within 90 days following the Technical Committee approving a specification for or as part of the Standard, each Member undertakes to notify the Chairperson of the Technical Committee of any Background IPRs owned or controlled by it or its Affiliates of which it is aware (and in any event within 40 days of becoming so aware), which will necessarily be infringed by proposals for the Standard put forward by other Members and in respect of which it is:-
- 1.8.1 legally or contractually prevented from granting licences; or
- 1.8.2 unable to grant licences because such grant would adversely affect a Business Interest;  
or
- 1.8.3 legally or contractually prevented from granting licences to:-
- 1.8.3.1 other Members on Favourable Conditions as required by clause 3.1.4 below;  
or
- 1.8.3.2 third parties on the terms required by clause 4.2 below.
- 1.9 Should any Member (including any Joining Member) become aware that it or one of its Affiliates has any Background IPRs which may be an Essential Patent once the Standard has been adopted by the DRM Consortium or once a DRM Patent Pool has been formed, it undertakes to submit those Background IPRs for evaluation for inclusion in the DRM Patent Pool unless it notifies the Licensing Administrator within 40 days of becoming aware of such Background IPRs that the Background IPRs are not available for licensing because the Member is:-
- 1.9.1 legally or contractually prevented from granting licences either at all or on the terms set by the Licensing Administrator; or
- 1.9.2 unable to grant licences because such grant would adversely affect a Business Interest

---

In settling the licensing terms for the Essential Patents, the Licensing Administrator and the owners of the Essential Patents will establish a DRM licensing program under which Essential Patents will be licensed.

## **2. PROJECT WORK**

- 2.1 Each Member shall make available free of charge for the development of the Standard its Foreground Information and IPRs and grants non-exclusive and non-transferable licence and user rights on its Foreground Information and IPRs to the other Members where and to the extent such information or such licences are necessary for the performance of the other Members' development project work under this CA.
- 2.2 Each Member shall, on request, make available and grant free of charge non-transferable and non-exclusive licences and user rights on its own Background Information and IPRs, and without the right to sub-license, to the other Members provided that:
  - 2.2.1 the owning Member has the right to disclose or license free of charge the use of or grant licences for such Background IPRs or Information;
  - 2.2.2 the use of the Background Information and IPRs is strictly necessary and is used only for the development of the Standard;
  - 2.2.3 the owning Member notifies the other Members at the same time it makes its Background IPRs available pursuant to this clause 2.2, whether those Background IPRs will not be available to be part of the Standard for the reasons set out in Clauses 1.8.1 - 1.8.3 above.

## **3. EXPLOITATION OF THE RESULTS BETWEEN MEMBERS**

- 3.1 The Members declare and hereby accept that the results of the Project insofar as it relates to the Standard shall be exploited as follows:
  - 3.1.1 each Member shall be entitled to exploit directly or indirectly all its Foreground IPRs and Information
  - 3.1.2 each Member shall grant to the other Members free of charge and on fair and reasonable conditions non-exclusive and non-transferable licences of its Foreground IPRs and Information necessary for the use of the Standard and strictly for implementing the Standard for purposes other than those stated in Clause 3.1.3.
  - 3.1.3 Licences of a Member's Foreground IPRs and Information necessary for the use of the Standard through the manufacture (other than the manufacture by a Member solely for that Member's own use) and/or the sale, lease or rent of equipment or the grant of rights in software shall be granted to the other Members on Favourable Conditions. Such licences shall be non-exclusive and non-transferable and shall include for the licensee the right to procure the manufacture of products by third parties for exploitation by the licensee at its risk and account. Nevertheless, the licensee shall not be exempted from the liability to ensure that its sub-contracts with manufacturers contain adequate provisions to protect the rights in the Standard and Confidential Information. Licences between the Members shall not automatically

include rights for a Member to sub-license third parties. Associate Members and Class B Members shall not by right be entitled to such a licence on Favourable Conditions under this Clause 3.1.3 but only to a licence on the same conditions as are available to Non-members as set out in Clause 4.2 below.

3.1.4 Subject to clauses 1.7 and 1.8, each Member shall grant to the other Members non-exclusive and non-transferable licences and user rights on its Background Information and IPRs which:-

3.1.4.1 are strictly necessary for the use and/or exploitation of Foreground IPRs and Information; or

3.1.4.2 will be necessarily infringed when any Member implements any specification approved by the Technical Committee,

provided the other Members use the licensed Background Information and IPRs only for exploitation of the Standard.

In the above cases where the use by the other Members is not for the purposes stated in Clause 3.1.3, such licences and user rights shall be free of charge and on fair and reasonable conditions; and where the use is for the purposes stated in Clause 3.1.3, such licences and user rights shall be on Favourable Conditions for Class A Members but for Associate Members and Class B Members such licences and user rights will only be available on the same conditions as are available to Non-members as set out in Clause 4.2 below.

3.2 All licences and user rights between the Members under Clauses 2 and 3 hereabove shall be granted in accordance with the provisions of licence agreements to be executed by the Members and subject to the licensee or the beneficiary of the rights having duly performed its own obligations under this CA, particularly the payment of its membership fee.

#### **4. EXPLOITATION OF RESULTS BY NON-MEMBERS**

4.1 Subject to clauses 1.7 and 1.8, within 90 days from notification of approval of a specification for or as part of the Standard by the Technical Committee, each Member shall, on behalf of itself and its Affiliates, submit to the Chairperson of the Technical Committee a list of all the Background IPRs and Information owned or controlled by the Member or any of its Affiliates, to the extent that the Member knows that such Background IPRs will be necessarily infringed when implementing such specification and for which licences will not be available in accordance with the provisions of clause 1.8.

4.2 With respect to any Foreground IPRs and Information or, subject only to clause 1.8, Background IPRs and Information, owned or controlled by a Member or any of its Affiliates, that will be necessarily infringed when implementing any specification approved by the Technical Committee, and in respect of which it or any such Affiliates has the right to grant or to cause the grant of licences Members undertake, in good faith, on their behalf and on behalf of their Affiliates, that they are willing to grant or to cause the grant of non-exclusive, non-transferable, world-wide licences on fair, reasonable and non-discriminatory terms and conditions for commercial use in, or of equipment fully complying with such specification, to any Non-member which has submitted or will submit an equivalent undertaking with

---

respect to any such Foreground or Background IPRs and Information it may have or obtain with respect to such specification.

- 4.3 The Members undertake that in order to provide efficient access to third parties and to Members to the Foreground or Background IPRs and Information covered by a specification for or as part of the Standard they will use all reasonable endeavours to agree to the appointment of a Licensing Administrator to whom each will grant or cause to be granted a world-wide, non-exclusive licence and/or sub-licence of their relevant IPRs to allow the licensing administrator to grant Non-member a licence as referred to in clause 4.2 above.

## **5 NON-MEMBER RIGHTS**

- 5.1 Each Member undertakes to notify the Chairperson of the Technical Committee of any rights of any Non-member of which it is aware and as soon as it becomes so aware which could be infringed by the Standard or any proposal submitted as part of the Standard or by any specification for the Standard.
- 5.2 Each Member undertakes not knowingly to use in any work undertaken by it for the development of the Standard any proprietary rights (such as intellectual property rights or proprietary information) of any Non-member for which such Member has not acquired the right to grant licences and/or user rights to other Members or which would not be available to other Members on the same or substantially the same terms as obtained by that Member.

## **6. PUBLICATIONS**

The DRM Consortium may publish documents to promote its objects and purpose. Employees of Members may be cited as co-authors when appropriate. In no event, however, shall the name of any Member or any of its trade marks and trade names be used in any publication by the DRM, or by a Member describing the work of the DRM, without its prior written consent; this obligation shall survive resignation, expulsion or cessation of business of any Member or dissolution of the DRM Consortium except for items in public domain.

## **7. TERMINATION OF MEMBERSHIP**

- 7.1 Any Member whose membership in this DRM Consortium shall be terminated under Article 14.4 or 20 of the CA or by cessation of business or other cause shall:-
- 7.1.1 forfeit all interests acquired under this CA in any and all funds, property, rights and interests of the DRM Consortium and of the DRM Association including, for the avoidance of doubt, all and any user rights and licences of Foreground and/or Background IPRs and Information granted to it by the other Members;
- 7.1.2 retain any licences or ownership of intellectual property that vested in them prior to their membership and any proprietary rights they might have in any Foreground IPRs and Information save that any such Foreground IPRs and Information shall remain subject to the licensing provisions set out in clauses 2, 3 and 4 above.
- 7.1.3 if termination of the Members' membership is after approval of a specification(s) for or as part of the Standard by the Technical Committee, continue to be required to licence its Background IPRs and Information which will be necessarily infringed

when implementing any such approved specification pursuant to clauses 3.1.4, 4.2 and 4.3 above and shall use all reasonable endeavours to licence such of its Background IPRs and Information required by the Members pursuant to clause 2.2 in the event that it has any Essential Patents, remain subject to any provisions that it has agreed with the Licensing Administrator

- 7.2 Any licences or user rights granted prior to termination by any Member of its Foreground or Background IPRs or Information whose membership in the DRM Consortium shall be terminated shall remain in full force and effect.

## **8 ESTABLISHMENT OF IPR WORKING GROUP**

The Members agree to the setting up of an Intellectual Property Working Group to provide a forum for Members to seek out solutions to any IPR issues that arise within the framework of the CA including, for the avoidance of doubt, this Annex 3.

---

**ANNEX 4****ARTICLES OF ASSOCIATION  
OF THE DIGITAL RADIO MONDIALE ASSOCIATION****I OBJECT****1 Name – Duration - Object**

- (a) THE DIGITAL RADIO MONDIALE ASSOCIATION (hereinafter referred to as “the **DRM** Association”) is a non-profitable association constituted in the meaning of Article 60 and sq. of the Swiss Civil Code for an undetermined period of time, the general purpose of which is to represent and provide services to the members of the DRM consortium established for the general purpose of developing and validating an open, unique and universal, world Digital Broadcasting standard or standards. The DRM Association shall be the legal entity which acts for the DRM consortium as stated in Article 5 of the Consortium Agreement dated 10<sup>th</sup> September 1998 attached hereto in Exhibit A (hereinafter referred to as “the Consortium Agreement”) and as updated from time to time.
- (b) If necessary, the DRM Association's particular objectives will be defined from time to time by the General Meeting of the DRM Association.

**2 Means**

The DRM Association shall achieve this goal through actions of the Board of Directors.

**3 Seat**

The DRM association has its seat in Geneva-Grand Saconnex

**4 Representation**

- (1) The DRM Association has the legal status and is represented towards third parties by either member of the Board of Directors
- (2) No individual member of the DRM Association shall undertake any action on behalf of **DRM** except as specifically authorized by the Board of Directors.

**5 Registration**

The DRM Association shall apply for its registration with the Registrar of Companies by decision of the Board of Directors.

**II MEMBERSHIP :****6 Members of The DRM Association**

The Members of the DRM Consortium are automatically members of the DRM Association.

**7 New Members of The DRM Association**

- (a) No application for membership can be made directly to the DRM Association.

- (b) Any Joining Member who or which has become a Member of the DRM Consortium shall upon so becoming a Member automatically become a member of the DRM Association.

### **III. TERMINATION - ASSIGNMENT**

#### **8 Termination**

The termination of a Member's membership of the DRM Consortium in accordance with Article 14.4 or Article 20 of the Consortium Agreement or by cessation of business or other cause shall automatically and immediately cause the cessation of the Member's membership of the DRM Association.

Membership fees paid by a Member are not reimbursable.

#### **9 Assignment**

The membership of the DRM Association or any rights and obligations arising therefrom may not be transferred or assigned in whole or in part by any member of the DRM Association without the express written consent of the Steering Board.

### **IV. RIGHTS AND OBLIGATIONS OF MEMBERS**

#### **10 Generalities**

Each member of the DRM Association undertakes to comply with the provisions set forth under the present Articles of Association and the Consortium Agreement.

#### **11 Voting Rights**

Each member of the DRM Association has one voting right at the General Ordinary and Extraordinary Meetings of the members of the DRM Association.

#### **12 Membership Fees**

Each member of the DRM Association shall pay an annual Membership Fee as stated in the Consortium Agreement.

### **V. LIABILITIES OF MEMBERS**

#### **13 Liabilities**

The entire liability of each member of the DRM Association to the DRM Association is limited to the amount of its annual membership fee..

A member of the DRM Association shall have no liability for the debts and liabilities of the DRM Association.

---

## **VI. ORGANISATION OF DRM**

### **14 Organisation**

The organization of the DRM Association is as follows:

**General Meeting**

**Board of Directors**

**Auditors.**

### **15 General Meeting**

#### **(a) Power:**

- (1) The General Meeting of the Members is the supreme power of the DRM Association.
- (2) It has, among others, the power:
  - to decide the DRM Association's policy and strategy;
  - to appoint the Board of Directors in accordance with the Consortium Agreement;
  - to appoint the Auditors;
  - to approve the annual report of activities;
  - to approve the financial accounts and adopt the budget;
  - to fix the amount of the DRM Association membership fee and its terms and conditions of payment;
  - to decide on proposals of the members of the DRM Association;
  - to adopt and amend the Articles of Association ;
  - to approve the dissolution and liquidation of the DRM Association.

#### **(b) General Meetings of Members of the DRM Association**

- (1) Subject to each member of the DRM Association having only one vote in accordance with Article 11 above, an absent member may appoint in writing a proxy who may attend the General Meetings of members of the DRM Association and vote in the absent member's place.
- (2) Ordinary General and Extraordinary General Meetings of the members of the DRM Association shall be held validly if more than fifty percent of the members are present or duly represented by proxy in accordance with Article 15(b)(1) above. All decisions will be taken by the majority vote of the members present or duly represented by proxy except for the following matters which will require the positive vote of two-thirds of the members present or duly represented by proxy:
  - Modification of the Articles of Association
  - Dissolution or merging of the DRM Association;
- (3) Ordinary General and Extraordinary General Meetings of the members of the DRM Association shall be formally convened and chaired by the chairman of the Board of

Directors, who shall provide an agenda (together with all relevant documents attached) to all the members of the DRM Association not less than 21 days in advance of the relevant Ordinary General or Extraordinary General Meeting. The date of such Meetings shall be announced by the chairman of the Board of Directors not less than eight weeks in advance and members shall have the opportunity to submit items for the agenda up until 28 days prior to the date of the Meeting. 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 duly represented by proxy at a valid Ordinary General or Extraordinary General Meeting.

- (4) Ordinary General Meetings of the Members shall be convened once a year.
- (5) Extraordinary General Meetings of members of the DRM Association can be held at any time upon request to the Chairman of the Board of Directors by not less than one fifth of the Members of the DRM Association.

## **16 Board of Directors:**

### **(a) Appointment - Composition**

The Board of Directors will be appointed and composed as per the terms and conditions of the Consortium Agreement, that is as follows:

- Chairman: the Chairperson of the Steering Board
- Vice-chairman: the Treasurer of the Steering Board

as defined in the Consortium Agreement.

### **(b) Meetings - Decisions**

- 1) Meetings of the Board of Directors shall take place when necessary and at such time and place as is deemed convenient by its members, it being understood that decisions can be taken by circular written resolutions signed by both members of the Board of Directors. For a meeting to be validly held, both members of the Board of Directors must be present in person or by proxy.
- 2) The decisions of the Board of Directors shall be taken by the unanimous vote of its members.

### **(c) Powers and Duties**

The Board of Directors shall provide appropriate administration of the DRM Association and shall carry out all the administration tasks expressly mentioned in the Consortium Agreement.

## **17 Auditors**

An Auditor is appointed by the Ordinary General Meeting of the Members in order to audit the annual financial accounts of the DRM Association and submit a report to the Ordinary General Meeting.

---

## **VII. FEES**

### **18 Membership Fees**

The amount of the Membership Fee and the term and conditions of its payment are fixed from time to time by the General Meeting of the DRM Association in accordance with the terms of the Consortium Agreement.

### **19 Other Financial Issues**

Any other financial issues are governed by the relevant provisions of the Consortium Agreement.

## **VIII. LIQUIDATION**

### **20 Non-Return Clause**

In case of dissolution of the association, the assets available will be entirely allocated to an institution pursuing a public purpose similar to that of the association and benefit from tax exemption. In any case, the assets will not return to the founding physical entity or members, nor used to their advantage in whole or in part and in any manner whatsoever.

## **IX. MISCELLANEOUS**

### **21 Confidentiality**

All information, documents or any data which come to the knowledge of any member of the DRM Association are subject to the confidentiality provisions set out in the Consortium Agreement.

### **22 Intellectual Rights**

The question of all Intellectual Property rights are ruled by the Consortium Agreement.

### **23 References**

- (a) In case of any contradiction or discrepancy between these Articles of Association and the Consortium Agreement, the provisions of the latter shall prevail.
- (b) The term “Consortium Agreement” means also all its Annexes as well as any of its future and possible amendments or modifications.
- (c) The provisions of the present Articles of Association shall be interpreted, if need be, in accordance with the relevant or corresponding provisions of the Consortium Agreement. Where an expression is defined in the Consortium Agreement it shall have the same meaning herein unless the context requires otherwise.

### **24 Headings**

The headings used in these Articles of Association are for convenience purpose only and shall not in anyway affect interpretation thereof.

---

**25 Correspondence**

All documents, information, notices and more generally all correspondence to be issued or exchanged between the DRM Association and the members thereof or among the members themselves shall be in English.

**X APPLICABLE LAW AND JURISDICTION****26 Applicable Law**

**THESE ARTICLES OF ASSOCIATION SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF SWITZERLAND ONLY.**

**27 Jurisdiction**

**ALL DISPUTES ARISING BETWEEN THE MEMBERS AND THE DRM ASSOCIATION AS WELL AS THOSE ARISING AMONG MEMBERS THEMSELVES IN CONNECTION WITH THE DRM ASSOCIATION OR RELATING TO THE DRM ASSOCIATION WHICH CAN NOT BE SOLVED AMICABLY 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**

---

## ANNEX 5

### Procedure governing the participation of Non-members within the DRM Consortium

1. This procedure is applicable to any Non-member, who may be required to participate in the work of the DRM Consortium; such participation necessitating attendance at one or more meetings of a DRM Workgroup, as defined in this CA.
2. Unless expressly approved in writing by the Steering Board, Non-members shall not be permitted to attend the following DRM Consortium meetings:
  - Steering Board
  - Executive Board
  - Commercial Committee
  - Technical Committee
  - General Assembly
3. Subject to clause 2 above Non-members may attend DRM Workgroup Meetings provided all the following conditions are met:
  - (a) It is in the interest of the DRM Consortium that the Non-member works/participates within the DRM Consortium
  - (b) A Non-member may only participate in meetings at which their attendance is necessary upon invitation by a fully paid-up Member (the “Sponsoring Member”)
  - (c) The Sponsoring Member shall be responsible on behalf of the DRM Consortium for the conduct and management of the Non-member, with particular regard to Confidentiality.
  - (d) A Non-member will be required by the Sponsoring Member to sign three copies of the DRM Consortium Confidentiality Agreement (Annex 6) prior to attending the first DRM Consortium meeting. The Non-member shall be entitled to retain one copy, the Sponsoring Member shall retain the second copy and the Sponsoring Member shall be responsible for passing the third copy to the Project Director.
  - (e) For a Non-member attending a meeting on a once-only basis, the Sponsoring Member shall inform
    - the Chairperson & Vice-chairpersons of the Steering Board,
    - the Chairperson of the relevant Parent Committee
    - the Chairperson of the relevant meeting, and
    - the Project Directorby Fax or E-mail at least five working days ahead of the meeting, giving details and the reason for the Non-member’s attendance.
  - (f) For a Non-member attending two or more meetings, or a succession of meetings, the Sponsoring Member shall seek the permission of the Steering Board, using the procedure set out in clause e) above. Until the Sponsoring Member has received written authority from the Chairperson or a Vice-chairperson of the Steering Board, the Non-member shall only be entitled to attend one DRM Consortium meeting

- (g) Non-members shall not appear on any distribution list, E-mail reflector etc. directly related to the DRM Consortium business. All communication on behalf of the DRM Consortium with a Non-member shall take place only through the Sponsoring Member who shall send a copy of all such communications on substantive issues relating to the Project to the Project Director which in turn shall make available to any other Member on request a copy of such communications.
- (h) It shall be the responsibility of the Sponsoring Member to pass to the Non-member only that information necessary and sufficient for the effective participation of the Non-member within the DRM Consortium in order to meet the intended goals.
- (i) The Project Director shall compile a list of Non-members attending meetings together with their associated Sponsoring Members, and keep the list up-to-date. The Project Director shall from time to time distribute the list to the Steering Board and Committee Chairpersons. The Project Director shall also enter in the Register of Members against the name of any Member who is a Sponsoring Member, the name(s) of any Non-member(s) invited by it to attend meetings, the date(s) of the meeting(s) attended by the Non-member and whether the Non-member's attendance was authorised by the Chairperson or a Vice-chairperson of the Steering Board.

**ANNEX 6**

**CONFIDENTIALITY AGREEMENT FOR NON-MEMBERS OF THE CONSORTIUM  
ATTENDING WORKGROUPS IN ACCORDANCE WITH ANNEX 5**

*Three original copies to be executed. One copy to be retained by the Non-member, one by the sponsoring Member and one to be forwarded to the DRM Project Director.*

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, is entered into by and between

(Details of Non-member)

.....  
.....

(hereinafter referred to as "the Non-member")

and

(Details of sponsoring Member)

.....  
.....

(hereinafter referred to as "the sponsoring member")

and

The Digital Radio Mondiale Association of (address) (hereinafter referred to as "the DRM Association") (for and on behalf of the members of the DRM Consortium as defined in the Consortium Agreement completed on 10th September 1998, a copy of which has been made available to the Non-member)

(such parties being hereinafter referred to as the "Parties").

**WHEREAS:**

- A The DRM Association is the association established in Switzerland by the members of the DRM Consortium as defined in the Consortium Agreement completed on 10th September 1998 to represent the interests of the members of such consortium ("the DRM Consortium members") and to act on their behalf;
- B For the purpose of exchange of information within the scope of the Project (as hereinafter defined), including without limitation

- the requirements, timescales, research, development and implementation of a world standard for Digital Broadcasting
- audio coding and compression
- data signalling and multiplexing
- coding and modulation for transmission
- transmitter and receiver architecture and design

(all such activities in relation to the Project being hereinafter known as “the Purpose”), the Non-member has been invited to a meeting of certain of the Consortium Members at which there may be disclosed to the Non-member certain confidential and proprietary technical and business information.

## **THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **1 DEFINITIONS**

- 1.1 In this Agreement, unless the context otherwise requires expressions defined in the Consortium Agreement shall have the meanings given therein and the following expressions shall have the following meanings:

"Agreement" means this confidentiality agreement made between the Parties.

"Confidential Information" means all information of a confidential nature disclosed by a Disclosing Party to the Non-member on or subsequent to the effective date of the Agreement which relates to the Purpose. "Confidential Information" includes but is not limited to commercial, technical or financial information which may contain trade secrets, "know-how" or "show-how" information relating to patents or applications therefor and other proprietary information regardless of form, format or media provided it is restricted to information communicated or obtained as set forth in this definition whether through meetings, documents, correspondence, inspection of a tangible item or in any other manner. Each Disclosing Party shall identify information provided to the Receiving Party as Confidential Information by labelling it "CONFIDENTIAL". When disclosed orally, visually, or by way of consigned items, such information will be identified as "CONFIDENTIAL" at the time of disclosure with subsequent confirmation in writing by the Disclosing Party within 30 days, referencing the date and type of information disclosed. The Non-member agrees to clearly label as "CONFIDENTIAL" all information reduced to writing by such Non-member as a result of, or arising out of, Confidential Information disclosed by the Disclosing Party.

"Disclosing Party" means an entity (which may be present at the meeting of certain Members of the DRM Consortium to which the Non-member is invited) which discloses Confidential Information to the Non-member.

"Project" means the development of an open, unique and universal, world Digital Broadcasting standard or standards ("the Standard"), and/or experimental equipment (hardware and software) for the validation of such a Standard.

"Purpose" has the meaning given to it in Recital B.

"Representatives" of a Party shall mean its directors, employees, agents, professional advisors or bankers.

## **2 TREATMENT OF CONFIDENTIAL INFORMATION**

- 2.1 In consideration of the disclosure to it of Confidential Information, the Non-member will treat the Confidential Information as being strictly confidential. The Non-member shall use the same degree of care, but no less than a reasonable degree of care, to avoid unauthorised dissemination, use or publication of the Confidential Information disclosed to it under this Agreement as it employs with respect to its own information of a like nature.
- 2.2 This Agreement shall not impose any obligation upon the Non-member with respect to any information which
- (a) is already in the possession of the Non-member free from any obligations of confidentiality prior to the date of this Agreement; or
  - (b) is published or otherwise is or becomes publicly available other than by breach of this Agreement; or
  - (c) is rightfully received by the Non-member from a third party where such third party has no obligation of confidentiality in respect of such information; or
  - (d) is approved for release upon the prior written permission of the Disclosing Party.
- 2.3 Confidential Information shall not be exempted under clause 2.2 above from the obligations imposed by this Agreement by reason only that:
- 2.3.1 some but not all of its features are published or become publicly available or are rightfully received by the Non-member as there mentioned; or
  - 2.3.2 such information could be derived or obtained from information which is published or becomes publicly available or is rightfully received by the Non-member if so to derive or obtain or receive it would require substantial skill, labour or expense.
- 2.4 The Non-member may use and copy Confidential Information disclosed to it only for the Purpose specified herein. All copies shall on reproduction contain the same proprietary and confidential notices which appear on the original Confidential Information.
- 2.5 The Non-member in receipt of Confidential Information shall either return or destroy it and any copies thereof at the direction of the Disclosing Party and within such reasonable time period as the Disclosing Party may direct.
- 2.6 Except as may be required by applicable law or regulation or by the rules or requirements of any stock exchange or relevant regulatory authority the Non-member may not disclose Confidential Information received by it under this Agreement to any third party other than its Representatives who need to have access to it for the Purpose specified herein, and who have been notified of and have agreed to abide by the obligations of confidentiality imposed herein and the Non-member undertakes that these Representatives will abide by the terms of this Agreement.

**3 NO LICENCE**

3.1 This Agreement does not imply any licence to the Non-member under any patent or copyrights of the Disclosing Party and any Confidential Information disclosed hereunder shall at all times remain the property of the Disclosing Party.

**4 DURATION OF CONFIDENTIALITY OBLIGATION**

4.1 The obligation of the Non-member to maintain confidentiality shall expire 5 years from the date of disclosure.

**5 REMEDY**

5.1 The Parties agree that money damages may not be a sufficient remedy for breach of the terms of this Agreement and that they may be entitled, without prejudice to any other rights or remedies that may be available and without proof of actual or special damage, to the remedy of injunctive relief or specific performance as a remedy for any such breach or threatened breach.

**6 NO WARRANTY**

6.1 A Disclosing Party makes no express or implied warranty or representation as to the accuracy or completeness of the Confidential Information. A Disclosing Party expressly disclaims any and all liability that may be based upon the Confidential Information, errors therein or omissions therefrom.

**7 NOTICES**

7.1 Any notice to be served by either party shall be in writing and shall be sent to the following addresses:

[ ]

[ ]

The DRM Association:     The DRM Association

Fax:

7.2 Any notice or other document which may be given by any Party to the others under this Agreement will be deemed to have been duly given if given by hand or if left at or sent by

---

post (whether by letter or, where the parties agree in writing, in any other form) or facsimile transmission to the address set out above or to any other address notified to each other in writing in accordance with this clause as an address to which notices and other documents may be sent.

## **8 GENERAL**

- 8.1 A variation of this Agreement is valid only if it is in writing and signed on behalf of each Party hereto.
- 8.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 8.3 The DRM Association shall be entitled to assign and/or novate its rights and obligations hereunder to any successor company or entity approved by the members of the DRM Consortium.
- 8.4.1 This Agreement shall be construed and interpreted in accordance with the laws of Switzerland.
- 8.4.2 Subject to Article 8.4.3 below all disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof) which the Parties 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 (1) or more arbitrators appointed in accordance with the said Rules.
- 8.4.3 For the avoidance of doubt nothing within this Agreement shall prevent any Member or the DRM Association from applying to a court for injunctive relief.
- 8.5 With respect to all obligations of confidentiality contained herein, such obligations shall survive the dissolution, cancellation, rescission or termination of this Agreement or any modification, assignment or novation thereof for any reason within the time period stated in clause 4 above.
- 8.6 The Non-member hereby agrees that the DRM Association shall be entitled to act on behalf of any member of the DRM Consortium to enforce this Agreement.

IN WITNESS WHEREOF each of the parties has caused this Confidentiality Agreement to be executed by its duly authorised representative on the day and year first above written.

For and on behalf of: .....

Signed:.....

Name: .....

Designation: .....

and

For and on behalf of: .....

Signed:.....

Name: .....

Designation: .....

and

For and on behalf of The Digital Radio Mondiale Association

Signed:.....

Name: .....

Designation: .....

**ANNEX 7 - PART 1A**  
**APPLICATION FORM - CLASS A MEMBER OF THE DRM CONSORTIUM**

I, the undersigned, the duly authorised representative of:

[name] of [registered or principal business address]

hereby apply for and on behalf of [name] to become a Class A Member of the DRM Consortium.

I hereby agree on behalf of [name] that membership of the DRM Consortium is conditional and dependent upon (i) the signature evidencing agreement on behalf of [name] of the terms of this Application Form, (ii) the signature evidencing agreement on behalf of [name] of the Confidential Side Agreement which will be provided to me by the Project Office, (iii) the approval of [name]’s membership application by the Steering Board and (iv) payment by [name] of the relevant membership fee.

I hereby also agree and confirm on behalf of [name] that [name] and all its staff members, contractors and professional advisers who obtain knowledge of the Confidential Side Agreement will keep it confidential in accordance with the terms of Annex 2 of the Consortium Agreement and will not disclose it to any third party even if [name] should not become a Class A Member of the DRM Consortium or if [name]’s membership should end.

I hereby agree for and on behalf of [name] to pay such membership fees as are due in accordance with the Consortium Agreement and to be bound by its terms. I agree to become a member of the DRM Association and I accept the terms of the DRM Association's Articles of Association.

.....  
Signed

.....  
Name

.....  
Date

**ANNEX 7 - PART 1B**  
**APPLICATION FORM - CLASS B MEMBER OF THE DRM CONSORTIUM**

I, the undersigned, the duly authorised representative of:

[name] of [registered or principal business address]

hereby apply for and on behalf of [name] to become a Class B Member of the DRM Consortium.

I hereby agree on behalf of [name] that membership of the DRM Consortium is conditional and dependent upon (i) the signature evidencing agreement on behalf of [name] of the terms of this Application Form, (ii) the signature evidencing agreement on behalf of [name] of the Confidential Side Agreement which will be provided to me by the Project Office, (iii) the approval of [name]’s membership application by the Steering Board and (iv) payment by [name] of the relevant membership fee.

I hereby also agree and confirm on behalf of [name] that [name] and all its staff members, contractors and professional advisers who obtain knowledge of the Confidential Side Agreement will keep it confidential in accordance with the terms of Annex 2 of the Consortium Agreement and will not disclose it to any third party even if [name] should not become a Class B Member of the DRM Consortium or if [name]’s membership should end.

I hereby agree for and on behalf of [name] to pay such membership fees as are due in accordance with the Consortium Agreement and to be bound by its terms. I agree to become a member of the DRM Association and I accept the terms of the DRM Association's Articles of Association.

.....  
Signed

.....  
Name

.....  
Date

**ANNEX 7 - PART 2**

**APPLICATION FORM - AFFILIATE MEMBER OF THE DRM CONSORTIUM**

I, the undersigned, the duly authorised representative of:

[name] of [registered or principal business address]

hereby apply for and on behalf of [name] to become an Affiliate Member of the DRM Consortium.

I hereby agree on behalf of [name] that Affiliate Membership of the DRM Consortium is conditional and dependent upon (i) the signature evidencing agreement on behalf of [name] of the terms of this Application Form, (ii) the signature evidencing agreement on behalf of [name] of the Confidential Side Agreement which will be provided to me by the Project Office and (iii) the approval of [name]’s Affiliate Membership application by the Steering Board.

I hereby also agree and confirm on behalf of [name] that [name] and all its staff members, contractors and professional advisers who obtain knowledge of the Confidential Side Agreement will keep it confidential in accordance with the terms of Annex 2 of the Consortium Agreement and will not disclose it to any third party even if [name] should not become an Affiliate Member of the DRM Consortium or if [name]’s Affiliate Membership should end.

I hereby agree for and on behalf of [name] to be bound by the terms of the Consortium Agreement.

.....  
Signed

.....  
Name

.....  
Date

**ANNEX 7 - PART 3**

**APPLICATION FORM - ASSOCIATE MEMBER OF THE DRM CONSORTIUM**

I, the undersigned, the duly authorised representative of:

[name] of [registered or principal business address]

hereby apply for and on behalf of [name] to become an Associate Member of the DRM Consortium.

I hereby agree on behalf of [name] that Associate Membership of the DRM Consortium is conditional and dependent upon (i) the signature evidencing agreement on behalf of [name] of the terms of this Application Form, (ii) the signature evidencing agreement on behalf of [name] of the Confidential Side Agreement which will be provided to me by the Project Office and (iii) the approval of [name]’s Associate Membership application by the Steering Board.

I hereby also agree and confirm on behalf of [name] that [name] and all its staff members, contractors and professional advisers who obtain knowledge of the Confidential Side Agreement will keep it confidential in accordance with the terms of Annex 2 of the Consortium Agreement and will not disclose it to any third party even if [name] should not become an Associate Member of the DRM Consortium or if [name]’s Associate Membership should end.

I hereby agree for and on behalf of [name] to be bound by the terms of the Consortium Agreement.

.....  
Signed

.....  
Name

.....  
Date

**IN WITNESS WHEREOF, each of the Signatories has caused this CA to be executed by its duly authorised representative.**

**ANNEX 8**  
**DRM LOGOS**





### 3. Rights in and Registration of the Trade Marks

The Licensee acknowledges and agrees that:

- 3.1 the DRM Association is the proprietor of the Trade Marks, any copyright subsisting in and the goodwill relating to the Trade Marks and the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall inure to the DRM Association.
- 3.2 the Licensee will not use the Trade Marks in a manner likely to prejudice their legal protection or validity.
- 3.3 no application for registration of the Trade Marks may be made other than by the DRM Association.
- 3.4 the Licensee will on receipt of a request from the DRM Association enter into any further agreements or execute any documents deemed necessary by the DRM Association in order to give effect to subclause 3.1 and/or to secure any registrations pursuant to subclause 3.3.

### 4 Trade Mark and Copyright Notices

Wherever possible, the Licensee shall cause the following notices to appear (or the relevant part thereof as appropriate) in all cases where the Trade Marks are used.:

“the DRM logo is [are] [a] trade mark[s] of Digital Radio Mondiale Association and is[are] used under licence.

[DRM logo]© DRM Association 1998”

*or in the case of the DRM TEST and/or DRM MEMBER logos:-*

“DRM Test [Member] logo © DRM Association 2002”

### 5 Termination

5.1 The DRM Association may terminate this Licence immediately on the giving of written notice to the Licensee if:

- 5.1.1 the Licensee commits a breach of any of the obligations and conditions imposed upon it by this Licence and does not remedy such a breach (if capable of remedy) within 30 (thirty) days after receiving written notice from the DRM Association to do so; or
- 5.1.2 the Licensee makes any representation or does any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or
- 5.1.3 the Licensee ceases to be a member of DRM; or
- 5.1.4 the Licensee ceases to carry on business, goes or is put into receivership, administrative receivership, administration or liquidation or makes an arrangement for the benefit of its creditors or takes or suffers any similar action in consequence of any debts.



**8 General**

- 8.1 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature.
- 8.2 To the extent permitted by any applicable law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision. If one provision of this Licence is or shall become invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall be obligated to agree any changes as may be necessary to the said provision to make it valid and effective whilst adhering as closely as possible to the original intent and scope of the said provision and shall execute all such documents as may be necessary to effect such changes.
- 8.3 The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Licence through negotiation between nominated representatives of each party.
- 8.4 This Licence shall be interpreted in accordance with the laws of Switzerland.

SIGNED for and on behalf of the Digital Radio Association

Signature .....

Name .....

Title .....

SIGNED for and on behalf of the Licensee

Signature .....

Name .....

Title .....

Schedule A

THE TRADE MARKS

The DRM logos shown below:-



---

**SCHEDULE B****SAMPLE APPROVAL PROVISIONS**

1. Before any use of the Trade Marks the Licensee shall provide to the DRM Association true and accurate samples of any items on which the Trade Marks are to appear (“the Sample”) together with a request in writing for approval of the Samples.
2. The DRM Association shall use its best efforts to inform the Licensee within any reasonable stated deadline whether or not the Samples are acceptable and shall not unreasonably withhold its approval thereof.
3. It is agreed that there shall be no use whatsoever of the Trade Marks by the Licensee other than for the purpose of complying with the requirements of the preceding two paragraphs unless and until the Licensee has the express approval of the DRM Association in writing.
4. The Licensee warrants that any item on which the Trade Marks appear shall conform in every way to the Samples approved by the DRM Association, and undertakes not to make any alterations, modifications or changes to it without the specific consent in writing of the DRM Association.

## Annex 10 DRM Supporter Agreement

### DRM SUPPORTER AGREEMENT

#### BETWEEN

Digital Radio Mondiale Association, of PO Box 360, 1218 Grand-Saconnex, Geneva, Switzerland (hereinafter called the “DRM Association”)

#### AND

[insert name of the DRM Supporter and address], (hereinafter called the “DRM Supporter”).

#### WHEREAS

- ◆ Digital Radio Mondiale (“DRM”) is a Consortium for the development of a world-wide digital broadcasting system;
- ◆ The technical development of the DRM broadcasting system reached an important mile-stone with the publication of the ETSI Specification ES 201 980 (Digital Radio Mondiale ) in 2003;
- ◆ The launch and market introduction of the DRM broadcasting system started on 16 June 2003;
- ◆ The DRM Supporter is willing to support the implementation and promotion of the DRM broadcasting system; and
- ◆ The DRM Supporter is interested in obtaining more information from the DRM Association in order to facilitate the support and implementation of the DRM broadcasting system.

#### THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The DRM Association shall provide the DRM Supporter with information which it deems is relevant and appropriate about the implementation of the DRM broadcasting system.
2. The DRM Supporter agrees that its name as a “DRM Supporter” can be displayed on the DRM Web site ([www.drm.org](http://www.drm.org)) and in all relevant publications where DRM Members and DRM Supporters are listed.
3. The DRM Supporter shall acknowledge DRM and actively promote, on its own or via the DRM Commercial Committee, the DRM broadcasting system in an efficient way through whatever means are available, in particular, in its national and regional markets.
4. For the purposes only of clause 3 above, the DRM Association hereby grants to the DRM Supporter a non exclusive, non transferable licence to use the logo set out below provided that :-
  - 4.1. the logo is only used in the form as set out below; and
  - 4.2 where possible, the following trade mark and copyright notices are used in conjunction with the logo:-

“The DRM logo is a trade mark of the DRM Association and is used under licence.

DRM logo © DRM Association 1998”.



5. In order to assist in the promotion of the DRM broadcasting system the DRM Supporter shall use reasonable endeavours to provide relevant information and feedback to the DRM Association relating to broadcaster services and receivers etc., in its market.
6. The DRM Supporter shall pay the DRM Association the appropriate fee as the date of this agreement and on signature of this DRM Supporter Agreement.
7. Either party shall be free to terminate this Agreement on 1 month's notice.
8. The DRM Association shall be entitled to terminate this Agreement with immediate effect should the DRM Supporter do anything, or omit to do anything which, in the opinion of the DRM Association would be likely to be detrimental to the reputation of the DRM Association, DRM or the DRM broadcasting system or if the DRM Supporter uses the logo in any way that might prejudice the logo's legal protection or validity either in whole or in part.
9. For the avoidance of doubt this Agreement does not confer any DRM Membership rights on the DRM Supporter.
10. This Agreement is governed by the laws of Switzerland.

Date

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
DRM Chairman

\_\_\_\_\_  
DRM Supporter