



## Membership Package and Application Agreement

### Membership period: from 1 August 2020 to 31 July 2021

- **What are SWIPO AISBL 's key objectives?**

Based on the Commission's policies SWIPO AISBL's main objective is to reduce the risk of vendor lock-in by cloud service providers in light of the increasing importance for the [European Data Economy](#). SWIPO Working Groups were created in 2018 as a multi-stakeholder forum facilitated by the European Commission, in order to develop voluntary Codes of Conduct for the proper application of the Free Flow of Non-Personal Data Regulation / Article 6 "Porting of Data".

The aim of the self-regulatory work is therefore to make the European market for cloud services more fluid and to allow large and smaller companies as well as new market entrants to compete fairly and efficiently. Two Codes of Conduct have been created, one addressing the Infrastructure as a Service (IaaS) market, the second addressing the Software as a Service (SaaS) market.

- **What is SWIPO AISBL?**

For the implementation phase, the SWIPO non-profit Association (AISBL) was founded by Notarial Deed on 18 May 2020. The AISBL is the non-profit legal entity, under Belgian law, owning and publishing the Codes.

- **Who can become SWIPO AISBL Member?**

Any organization using or providing cloud services can become a member and sign up as Cloud Service Provider (CSP) or as Cloud Service Customer (CSC). Any CSP can also declare adherence to the Codes of Conduct to prove to the market their services and/or products are compliant with the Codes of Conduct.

- **What is it in it for me, as a Member?**

- Promote to cloud providers and cloud users the importance of addressing vendor lock-in by adopting the SWIPO code of conducts addressing data portability and cloud switching
- Actively contribute to the evolution of these codes and be part of the SWIPO AISBL governance
- Be part of a network of users and providers, share knowledge and expertise and get first-hand access to information
- Get "member" only 50% discount on Adherence declarations.

- **How will SWIPO support our industry?**

- Increasing visibility of our solutions from a self-regulatory approach and implementation
- A common voice to represent the Cloud Service industry on Switching and Porting
- Collective advocacy work to create a supportive regulatory and economic framework

- **What do I have to invest as a member?**

An industry association is driven by the work of its members. Members are encouraged to take active part in the work of the committees or working groups and to contribute to the work of the association thus supporting it in the realization of its objectives.

- **How do I become a Member?**

Further below are the specific rights and obligations, as well as member categories and fees.

- **Who is Governing SWIPO AISBL?**

The General Assembly of SWIPO AISBL is the highest authority and monitors the activities from the Executive Board, which will pursue day to day preparation and decision making for the entity. The SWIPO AISBL has again created two Sector Groups, each with their own Sector Board: IaaS and SaaS.



## SWIPO AISBL Membership Application Agreement

The SWIPO AISBL Membership Application Agreement (the “Agreement”), when signed by the Applicant and submitted to the SWIPO AISBL (“SWIPO”), constitutes a binding arrangement between SWIPO and the entity executing the signature page of this Agreement (the “Member”). Membership rights, privileges and obligations begin when the Agreement is submitted. In signing, the representative confirms that they have formal representational authority from the named entity. SWIPO will acknowledge the agreement as soon as the process of membership acceptance is completed according to the SWIPO Statutes, Bylaws and Common Governance Documents (see below).

### **1. Information**

The Member declares that it meets the qualifications of the membership category selected in this Application.

These categories are currently:

- **Cloud Services Provider (CSP)**: The Member provides cloud services (IaaS, SaaS, etc.) to the market.
- **Cloud Services Customer (CSC)**: The Member does not provide cloud services (IaaS, SaaS, etc.) but uses cloud services provided by the market.

The member entity may change its representative, contact details and intended group membership without amending this Agreement.

### **2. SWIPO AISBL Governance Documents**

The Member agrees to abide by the terms and conditions set forth in each and every one of SWIPO’s current governance and policies documents as of the date hereof and for the duration of this Agreement (the “Governance Documents”). This includes the following:

- The SWIPO AISBL Statutes
- The SWIPO Common Governance document
- The SWIPO Complaints and Appeals document (Annex 1)
- The SWIPO Policies

This Section 2 also applies to any new or amended Governance Document if and as approved by the GA.

### **3. Participation at SWIPO General Assembly Meeting**

In order to have a vote and/or participate in the SWIPO AISBL General Assembly meeting, all organizations and individuals who have applied for Membership and made a binding commitment to make any required payment (see Section 4) at least seven business days before the date of the SWIPO General Assembly meeting, may attend such meeting, participate in the discussion and vote (with only one, identified member representative having the authority to cast a GA-level vote on behalf of the member).

Such General Assembly meeting shall be announced and conducted in accordance with any and all applicable Governance Document(s).

### **4. Fees/Payments**

The Member agrees to make a binding commitment to make any required payment of the membership or participation fees for its category of Membership. Membership fees are laid out in the application form.



## **5. Term and Termination**

This Agreement shall take effect as of the date the application is submitted to SWIPO AISBL, in care of Kellen as the SWIPO AISBL Secretariat, which will acknowledge receipt. The agreement remains in effect until 31 July 2021, or until such earlier time as the Member's membership is terminated by the Member or SWIPO AISBL under the terms of this Agreement. If there are outstanding payments due to SWIPO AISBL by the Member at the time of termination, any such amounts remain due and owing. No refund shall be made of any dues or fees that have been paid.

## **6. Notices**

Except to the extent as otherwise explicitly required or permitted under a SWIPO AISBL Governance Document, all official notices under this Agreement ("Notices") shall be delivered by email to the SWIPO AISBL Secretariat or to the Member at the email address identified in the attached Membership Application (as applicable).

## **7. Assignment**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such member, provided that the surviving entity must agree to the terms of this Agreement.

## **8. No Warranties**

SWIPO AISBL and the Member each acknowledges that all information provided while working within SWIPO AISBL, except as provided for a Governance Document, is provided "AS IS", with no warranties whatsoever, whether express, implied, statutory, or otherwise, and SWIPO AISBL and the Member each expressly disclaims any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, code or sample.

SWIPO AISBL agreed Copyright and Terms & Conditions that will be available with each publishable document.

## **9. Effectiveness and Interpretation of Agreement**

No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of SWIPO AISBL and the Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This Agreement may be executed in one and the same instrument. In case of any conflict between the terms of this Agreement and the terms of any SWIPO AISBL Governance Document, the Governance Document shall supersede the terms of this Agreement. By submitting the application provided further below, the prospective Member agrees to be fully and legally bound by each and every term and condition provided for and/or referenced herein if its application is approved.

## **10. Signature**

If the Member is not a natural person, the individual signing this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.



## SWIPO AISBL Membership Application Form

Organization's/Member name:	
Address of organization's HQ:	
VAT number or U.S. Taxpayer Identification Number (TIN) other company identification number:	
P/O Number for invoice reference, if applicable:	
Representation as:	<input type="radio"/> Provider <input type="radio"/> Customer
Signee indicates intent to join the following groups subject to their formation:	<input type="radio"/> IaaS Sector Group <input type="radio"/> SaaS Sector Group <input type="radio"/> Both Sector groups
Member Company Representative (and default voting representative at SWIPO AISBL General Assembly):	
E-mail address of Member Company Representative:	
Phone Number of Member Company Representative:	
Signature of Member Company Representative:	Name and position: Place: Date:

**Please indicate your membership category by ticking the appropriate box.**

The fee covers Membership for the period 1 August 2020 to 31 July 2021 (one year) agreed as follows\*

- € 350 – for Micro companies (<10 employees)
- € 1,000,- for Cloud Provider SMEs (between 11 and 250 employees)
- € 5,000,- for Cloud Provider companies between 251 and 4,999 employees
- € 7,500,- for Cloud Provider companies between 5,000 and 9,999 employees
- € 15,000,- for Cloud Provider companies => 10,000 employees
- € 0- no fee for Cloud Service Customers

\* Any new member joining between 1 August 2020 and 31 July 2021 will pay a membership fee pro-rated between the month of joining and 31 July 2021.

***Voluntary contributions can be made at any time by any member to support the organization or develop ad-hoc projects.***