



Code of Conduct.

2009

This document is intended for the guidance and governance of Members, Partners and Directors of the EVUA Ltd, EVUA Ventures and Contractors working for EVUA or EVUA Ventures

EVUA CONFIDENTIAL

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EVUA LTD, HEMEL HEMPSTEAD, UNITED KINGDOM

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1. INTRODUCTION

The EVUA is a global network focus group for corporate users and suppliers, which collectively looks at the current and future network service requirements of the multinational and drives the marketplace to develop products and services to meet these. It currently focuses in particular on issues surrounding ICT Service Delivery Strategies, Mobility, IP & Convergence.

User membership is normally restricted to appropriate managers and directors in multi-national companies with a substantial annual expenditure on international network services.

Supplier membership is normally available to global ICT products and services companies with whom large global multinationals wish to do business.

2. DEFINITION OF TERMS

Board	A group elected by the user members to represent them and their concerns. All Board members are legally Directors of EVUA.
Contractor	A person who is not employed by EVUA but either works as an employee of another company or is self-employed.
Director	An EVUA user member who has been formally elected by other EVUA members at an Annual General Meeting. See also Board.
Employee	A person who is employed directly by EVUA.
EVUA	The Enterprise VPN Users Association. In communications the company will be referred to as EVUA. EVUA is a company Limited by Guarantee and registered in England. All references to EVUA are taken to mean EVUA Limited.
EVUA Logo	The EVUA corporate logo, as shown on the front cover of this document.
EVUA Ventures	The commercial arm of EVUA. Refers to EVUA Ventures Limited, a Company Registered in England.
Hospitality	Entertainment of any kind provided by a third party, excluding EVUA.
Inducements	Offers of gifts or services, which might be construed as being intended to influence the recipient.
User Member	An individual representing a multi-national company with a substantial annual expenditure on international network services which has been formally accepted for membership by the Board of EVUA.
Supplier Member	An individual representing a multi-national company providing ICT services to multinational companies which has been formally accepted for membership by the Board of EVUA.
Supplier	A supplier of products or services who has entered into a 'Supplier Member Agreement' with EVUA Ventures Ltd.
The Association	The EVUA

3. PROFESSIONALISM AND COMPETENCE

Members of the EVUA must conduct themselves in such a way that their professional colleagues would not reasonably regard their conduct as professional misconduct. In consequence, all members must:

- a. Comply with the EVUA Memorandum and Articles of Association and with this Code of Conduct.
- b. Carry out their responsibilities toward the Association with honesty and integrity.
- c. Avoid doing anything that could adversely reflect on, or injure the standing of, the Association and its members.
- d. Endeavour to participate, within business constraints, in the activities and meetings of EVUA and promote the interests of the Association.
- e. Follow the ethical guidance of the Association as outline in this Code and conduct themselves in a manner which does not bring the Association into disrepute.

4 (A). PRINCIPLES OF USER MEMBERSHIP

Members of EVUA commit, on behalf of their company, to:

- a. A continuing interest in the membership of the EVUA.
- b. Respect the confidentiality of information, concerning either suppliers or EVUA members, which is furnished in connection with the activities of the EVUA.
- c. Pay membership and/or renewal fees on time.
- d. Attend at least one conference in any 12-month period.
- e. Advise the Secretary of their current address, email address, telephone number and any updates, should details change.
- f. When leaving employment of the EVUA member company which they represent to nominate a successor, if possible, together with full contact details.
- g. Endeavour to participate in at least in the annual member survey.

4 (B). PRINCIPLES OF SUPPLIER MEMBERSHIP

Supplier Members of EVUA commit, on behalf of their company, to:

- h. A continuing interest in the partnership of the EVUA.
- i. Respect the confidentiality of information, concerning either suppliers or EVUA members, which is furnished in connection with the activities of the EVUA.
- j. Pay supplier membership and/or renewal fees on time.
- k. Attend at least one conference in any 12-month period and endeavour to join at least one

Special Interest Group or workshop meeting.

- l. Advise the Secretary of their current address, email address, telephone number and any updates, should details change
- m. When changing employment or position of the EVUA partner company which they represent to nominate a successor, if possible, together with full contact details.
- n. Endeavour to participate in at least in the annual EVUA benchmark.

5. DIRECTORS

Members of the EVUA Board are legally registered Directors, under the laws of the United Kingdom. It is accepted that:

- a. All Directors will have permission from their Company to be a Director of EVUA.
- b. No Director shall be paid remuneration for his/her services to EVUA, except for legitimate and reasonable expenses, incurred on the business of the Association.

6. CONTRACTORS

Contractors or self-employed persons may, with the agreement of the whole Board, be employed to carry out work for, or on behalf of, EVUA.

- a. Contractors must have an authorised agreement or contract setting out the work agreed.
- b. Consultants must act within the guidelines stated in this document.

7. CONFIDENTIALITY

Members of the Association must always fully respect the confidentiality of information obtained in the course of meetings or other gatherings of EVUA. In consequence, all members must:

- a. Comply with legal confidentiality requirements and any commercial confidentiality safeguards imposed by EVUA, suppliers or other organisations, when requested.
- b. Obtain consent from EVUA, suppliers or other organisations prior to the use of, or disclosure of, information for any purpose other than that for which it was intended.
- c. Consider carefully and conscientiously any lawful requests for the disclosure of any confidential information on the grounds of professional or public duty.
- d. Not use, or appear to use, any information acquired in the course of EVUA membership/partnership for personal advantage or for the advantage of a third party.
- e. Not disclose or use any information obtained during a membership/partnership of EVUA in any way that could be detrimental to the Association.
- f. Not pass contact details of members/partners to outside agencies without the specific permission of the Board of EVUA.
- g. Respect the confidentiality of information passed between EVUA members, particularly when members seek other members' advice on suppliers' capabilities and have indicated their question to be confidential.

- h. EVUA user members represent the customer side of the telecommunication market and may receive (free) information because of the position they hold in the market. EVUA members may not relay any information provided in confidence by other EVUA members, associates or partners to any other EVUA members, associates, partners or unless specifically authorized to do so. The same applies for relay of information from the customer side of the member's company to the sales side of the company. This in particular for EVUA members representing enterprises active in the telecoms and/or ICT market.

8. INTEGRITY

The professionalism, integrity and international standing of EVUA are well known. With this in mind:

- a. No member should use EVUA's name, or claim to represent the Association, without the express agreement of the Board.
- b. No contractor or self-employed person shall claim to represent the EVUA without the express agreement of the Board.

9. FEES & PAYMENTS

EVUA will charge fees for annual membership, which are determined from time to time and ratified at the user member only annual general meeting or by the EVUA Board.

- a. Members undertake, under this Code of Conduct, to pay this membership fee within the time scale shown on the membership invoice.
- b. Non-payment of fees within a reasonable time (as determined by the Board of EVUA) will result in membership being first suspended and then withdrawn completely.
- c. Fees are currently payable in Pounds Sterling.
- d. No member, partner or Director shall receive any fee, gift or other reward in recognition of any task or assignment, whilst representing EVUA in any capacity, without the express agreement of the Board.

10. GIFTS & HOSPITALITY

Gifts or hospitality which may be offered to EVUA members – usually, but not always, in the course of a plenary meeting – are subject to the each member's own company rules regarding acceptance of same.

11. SOCIAL AND ETHICAL OBLIGATIONS

Members must never intentionally injure, directly or indirectly, the professional reputation, prospects or business of EVUA or other members.

Members and Directors must show courtesy and consideration for others. Those members who have authority, title or offices delegated to them must use that authority for the delegated purposes only and none other.

12. PUBLIC STATEMENTS

Members/partners may from time to time be involved in giving public presentations, interviews, opinions or statements. On these occasions, they must bear the following points in mind:

- a. When making a statement on behalf EVUA they must ensure that they have the permission of the Association to do so.
- b. When expressing opinions, they must make it clear that the views expressed are their own.
- c. No statement or opinion qualified or otherwise, must be expressed without careful consideration of its possible consequences, particularly for the Association or its members.
- d. They must remember that an audience or readers may regard them as authoritative, and that they may be quoted.
- e. They must make clear to all concerned their reasons and qualifications for making statements, and clarify the capacity in which they speak or write.
- f. They must also clarify their relationship with any party affected by their statement.

13. COMPLAINTS PROCEDURE

Members must:

- a. Respond to any requests from the Board for comments or information on a complaint.

Members who wish to make a complaint should write in confidence to Chairman or Secretary of EVUA who will then institute appropriate enquiries before proceeding further.

14. FAILURE TO COMPLY WITH THIS CODE OF CONDUCT

Failure to comply with this Code of Conduct shall, following investigation by the Board, may render the member concerned liable to be suspended or expelled from the Association.