

## **CODE OF CONDUCT FOR MEMBERSHIP OF DIGITAL DZONGA WORKING GROUPS**

### **1. Objectives**

All members of the WORKING GROUPS of the DIGITAL DZONGA ADVISORY COUNCIL shall support the following objectives:

- (1) To support the DIGITAL DZONGA ADVISORY COUNCIL in representing, in an authoritative and independent manner, the widest spectrum of interests in digital broadcasting, and the development of digital broadcasting systems based upon DVB and other appropriate published and open technical standards.
- (2) To support a non-discriminatory approach that enables an open and competitive market to develop in service provision and STBs.
- (3) To support the DIGITAL DZONGA ADVISORY COUNCIL in the development of public standards and set-top box products meeting the needs of broadcasters and consumers in an open and competitive market situation.
- (4) To support the DIGITAL DZONGA ADVISORY COUNCIL in working towards a timeous switchover of terrestrial transmission from analogue to digital in the South Africa.
- (5) To support the DIGITAL DZONGA ADVISORY COUNCIL in putting in place a conformance scheme to test adherence to technical standards and market conformance logos to the public.
- (6) No member shall allow commercial self-interest to conflict with the objectives of DIGITAL DZONGA ADVISORY COUNCIL or in any way to seek to make use of membership of the DIGITAL DZONGA WORKING GROUP/S to gain commercial advantage over other members.

**2.** Members shall acknowledge that this agreement is not intended to govern all relationships between them in the context of digital television. Accordingly it may be appropriate for a party(ies) to enter into separate agreement(s) with another party(ies) insofar as, for instance, the carrying out of tasks by such party is dependent upon the carrying out of tasks by another party.

**3.** Members of the DIGITAL DZONGA WORKING GROUP/S hereby confirm that they are:

- (i) willing to contribute practically and substantially to the objectives laid out in paragraph 1.
- (ii) agreeable to their names being made public as being members of the DIGITAL DZONGA WORKING GROUP/S.

**4.** The DIGITAL DZONGA ADVISORY COUNCIL shall be entitled to accept membership applications from appropriate industry bodies and groups whose aims are in accord with

those of the DIGITAL DZONGA, and whose membership would benefit the DIGITAL DZONGA WORKING GROUP/S.

5. Each member company shall bear its own costs unless otherwise agreed.

## **6. Confidentiality**

6.1 Subject to, and in compliance with, all applicable legal and regulatory requirements, no member of the DIGITAL DZONGA WORKING GROUP/ S shall disclose to any person, other than its professional advisors, any matters which come into its possession as a result of its participation in the DIGITAL DZONGA WORKING GROUP/S without the prior written consent of the DIGITAL DZONGA ADVISORY COUNCIL.

6.2 No member shall issue any public statement or information respect of the activities of the DIGITAL DZONGA WRKING GROUP/S Memorandum and the Project without the prior written consent of the DIGITAL DZONGA ADVISORY COUNCIL.

6.3 The obligations contained in this paragraph 6 shall survive the termination, invalidity, or voidness of this Code of Conduct for any reason whatever.

**7. Withdrawal:** Any member can withdraw from the agreement by giving three months' notice in writing to the Chairperson of the DIGITAL DZONGA ADVISORY COUNCIL. If a member withdraws from this agreement, the rights and obligations of the members regarding disclosure of information shall survive such withdrawal.

**8. Intellectual Property Rights.** Members should declare any intellectual property rights associated with any proposal for inclusion in any standard or document being drawn up by the DIGITAL DZONGA WORKING GROUP/S at the time of the proposal and should confirm this in writing to the chairperson of the DIGITAL DZONGA ADVISORY COUNCIL. Unless so declared, the DIGITAL DZONGA ADVISORY COUNCIL has the right to declare its own IPR on publications and standards produced by the DIGITAL DZONGA WORKING GROUP/S.

**9.** Any publicity or statement of the collective DIGITAL DZONGA WORKING GROUP/S view made by a member on behalf of the DIGITAL DZONGA WORKING GROUP/S, should have the agreement in advance of the DIGITAL DZONGA ADVISORY COUNCIL or its delegated representative.

**ANNEXURE 1**

**AGREEMENT TO BE SIGNED BY MEMBERS OF THE DIGITAL DZONGA WORKING GROUP/S**

We whose registered office is situated at:

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Confirm that, in consideration of benefits which are likely to derive to us either directly or indirectly, we HEREBY AGREE to abide by all the terms and conditions of the agreement.

Signed by .....

for and on behalf of .....

Date .....