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Preamble

At present there are four autonomous and independent organizations established in Australia, Great Britain, Canada and the United States of America that pursue the same Purpose and espouse similar values and goals in relation to the development and use of public safety communications and information management systems.

The commonality of their Purpose, values and goals has led these organizations, collectively known as the APCO family, to form an *Alliance* that will encourage the development of organizations that share the common Purpose and espouse the same values and goals in other nations of the World and shall pro-actively promote the sharing of information, experiences, ideas and best practice amongst the participating organizations.

CHAPTER I GENERAL

Article 1: NAME

The *Alliance* shall be known as The APCO *Alliance* for Global Cooperation and Development and referred to in this Agreement as the "*Alliance*."

Article 2: VISION

The vision of the *Alliance* is to promote and influence excellence in the development and use of public safety communications and information management systems on a global scale and to pro-actively encourage cooperation amongst the participating organizations to make the World a safer place in which to live.

Article 3: VALUES

3.1 Participating organizations that are, or organizations that wish to be, signatories to the *Alliance* shall pursue a Purpose in accord with the principles and aims identified in Article 7.1 and shall espouse common values of respect for the world's citizenry, inarguable human rights and freedoms including democratic rights and the right to association.

3.2 The *Alliance* shall respect the autonomy, independence and sovereign stature of each participating organization and shall not, in any way, attempt to interfere with their respective functions and activities including the right to determine their own policies and strategies or infringe upon the membership rights upheld by each.

CHAPTER I GENERAL

Article 4: MISSION STATEMENT

The *Alliance* shall promote and seek to influence excellence in the development and use of public safety communications and information management systems on a global scale and shall pro-actively promote cooperation between all participating organizations by:

- (a) Sharing information, ideas, experiences and best practices on use, policy, standards, processes and legislation relating to public safety communications and information management systems;
- (b) Influencing and promoting the identification and implementation of global standards for public safety communications and information management systems;
- (c) Encouraging and supporting the development and establishment in other nations throughout the World of organizations that pursue the same Purpose and have the same values and goals as the other participating organizations in the *Alliance*;
- (d) Fostering the development and use of consumer based and industry technology for the benefit and safety of the public and users; and,
- (e) Promoting professional development.

CHAPTER II PURPOSE

Article 5: PURPOSE

The Purpose of the *Alliance* is to facilitate collaboration, support for, and influence in, the global development of public safety communications and information management systems and to ensure cooperation between all signatories to this Agreement.

CHAPTER III AUTHORITY

Article 6: AUTHORITY

6.1 The *Alliance* is formed and derives its authority by authorised representatives of each of the founding participating organizations in Australia, Great Britain, Canada and the United States of America signing this Agreement on (insert date) and by authorised representatives of new members signing a Letter of Accession in the format approved by unanimous consensus of the participating organisations.

6.2 The *Alliance* has the authority to advocate and advance the Purpose of the *Alliance* as detailed in Article 2 of this Agreement with full acknowledgement of the Purpose, values and goals held by each participating organization.

CHAPTER IV MEMBERSHIP OF THE ALLIANCE

Article 7: MEMBERSHIP

7.1 Membership on the *Alliance* is limited to non-commercial, user led, not for profit, member organizations the stated Purpose of which is in accord with the following principles and aims:

- (a) To foster the development and progress of public safety communications and information management systems by research, planning, co-ordination, training and education;
- (b) To promote the rapid and accurate collection, exchange and dissemination of information relating to emergencies and other vital public safety communications among and between all levels of local, state, national/federal governments and those that work with them;
- (c) To represent its members, public safety communications and information management systems technological interests in general before regulatory and policy-making bodies as may be appropriate, and,
- (d) To strive to protect the citizen and their property and provide for their welfare by these and other appropriate means.

7.2 Organizations making application for membership of the *Alliance* must also be able to satisfy the following criteria:

- (a). The organization is a legal entity within the nation(s) in which it conducts its activities.
- (b). It has a Constitution that has a clear Purpose, values and goals that are in accord with those of other participating organisations and has a defined Governance that have been approved by its Membership.
- (c). It has a minimum of eleven (11) public safety users in any nation in which it is active registered as members of the organization.
- (d). It has independent and sustainable financial resources and revenue streams.

CHAPTER IV MEMBERSHIP OF THE ALLIANCE

7.3 Admittance to membership of the *Alliance* shall be by the unanimous consensus of the participating organizations already in membership of *Alliance*.

7.4 On admittance to membership of the *Alliance* an organization, for the purposes of this Agreement, shall be known as a participating organization.

CHAPTER V ORGANIZATION

Article 8: CO-ORDINATING BODY

8.1 A co-ordinating body shall be established to pursue the Purpose of the *Alliance* and shall take the form of a *Presidents Council* for Global Cooperation and Development (the *Presidents Council*) whose composition, roles and responsibilities are delineated within this Agreement.

8.2 Each of the participating organizations shall appoint one person in accordance with its own policies and procedures to represent it on the *Presidents Council*. The person appointed to the *Presidents Council* should be the current President of each participating organization but that is at the discretion of the appointing authority in accordance with its own policies and procedures.

8.3 In signing this Agreement or a Letter of Accession, each participating organization warrants that the opinion/position expressed by their representative to the *Presidents Council* shall be the corporate policy of the participating organization and not that of any one individual.

8.4 In addition to the appointed representative from each participating organization, there shall be appointed, for each calendar year, on a rotational basis as described under Article 12.2 of this Agreement, an individual to act as Chair of the *Presidents Council*. Approval of the appointment as Chair of the *Presidents Council* shall be in accordance with the provisions of Article 12.3 of this Agreement and on appointment, the Chair becomes an ex officio member of the *Presidents Council* but does not have any right to vote on issues or matters raised in the *Presidents Council* although he/she may contribute to the debate on those issues or matters.

8.5 In addition to the duly appointed representative to the *Presidents Council*, each participating organization may, from time to time, include as many ex-officio representatives to the *Presidents Council* as deemed necessary but these representatives will not have a right to vote on issues raised in the *Presidents Council* although they may contribute to the debate on those issues.

8.6 Any change to the composition of the *Presidents Council* can only be made by unanimous consensus of the participating organizations.

CHAPTER VI

QUORUM for PRESIDENTS COUNCIL

Article 9: QUORUM FOR PRESIDENT COUNCIL

In order for a Quorum to exist each participating organization must have a representative, appointed in accordance with the provisions of Article 8.2 of this Agreement, in attendance at any official meeting of the *Presidents Council*. Such representation may take the form of in-person appearance or via any electronic or telephonic means that is deemed acceptable by the participating organizations.

CHAPTER VII FUNCTIONS AND POWERS OF PRESIDENTS COUNCIL

Article 10: FUNCTIONS AND POWERS OF PRESIDENTS COUNCIL

10.1 The *Presidents Council* shall encourage and promote the development and establishment of organizations in other nations throughout the world that are non-commercial, user led, not for profit, member organizations the stated Purpose of which is in accord with the principles and values of Article 7.1 and Article 3 this Agreement respectively.

10.2 The *Presidents Council* shall facilitate global cooperation between and amongst the participating organizations for the purpose of international exchange of information, ideas, experiences and best practice relating to the development and use of public safety communications and information management systems, including, where appropriate, the identification and establishment of global standards for public safety communications and information management systems.

10.3 The *Presidents Council* may discuss, and make recommendations to participating organizations on, any issues or any matters relating to the Purpose of the *Alliance* or relating to the powers, responsibilities and functions of the representatives to the *Presidents Council* as provided for in this Agreement.

CHAPTER VIII RIGHT TO VOTE

Article 11: RIGHT TO VOTE

11.1 Each participating organisations representative to the *Presidents Council* appointed in accordance with the provisions of Article 8.2 of this Agreement has a right to vote on all issues and matters coming before the *Presidents Council*.

11.2 The Chair of the *Presidents Council* shall be the impartial moderator of the *Presidents Council* and remain non-voting for the length of their term of office.

11.3 Recommendations of the *Presidents Council* will be primarily based upon unanimous consensus.

11.4 From time-to-time there may be situations where the *Alliance* determines a matter as not requiring unanimous consensus. In such cases a simple majority will prevail to make such a recommendation.

11.5 In cases where any motion results in a tied vote of the participating organizations the motion shall be considered defeated.

CHAPTER IX PRESIDENTS COUNCIL

Article 12: ORGANIZATION

12.1 The *Presidents Council* established and operating under the provisions of this Agreement shall be the co-ordinating and advisory body on all matters relating to the Purpose, values and goals of the *Alliance*.

12.2 The Chair of the *Presidents Council* is established through a rotation with each participating organization taking the chair once in each rotation, for a period of twelve (12) months unless and except by the consensus of all the participating organizations.

12.3 The participating organization responsible for assuming responsibilities of the *Presidents Council* Chair will put forward for consideration the name and details of an individual from amongst the ranks of the staff or non-commercial membership of their organization to act in the capacity of Chair of the *Presidents Council*.

12.4 The appointment of the Chair must be approved by the full consensus of the participating organizations.

12.5 The rotation of the Chair shall take place on the 1st of January of each year unless otherwise determined by the consensus of the participating organizations.

12.6 All documents relating to the financial matters of the *Presidents Council* will bear the signatures of the *Presidents Council* representative as well as that of the financial controller of each participating organization.

12.7 The Chair of the *Presidents Council* shall prepare and disseminate written reports on the Council's activities to the participating organizations at least twice per calendar year.

CHAPTER X PRESIDENTS COUNCIL MEETINGS

Article 13: PRESIDENTS COUNCIL MEETINGS

13.1 In accordance with the requirements of Article 9 of this Agreement each participating organization of the *Presidents Council* must have representation at all meetings to ensure that the meetings are Quorate.

13.2 The *Presidents Council* shall meet a minimum of four (4) times per calendar year.

13.3 The Chair of the *Presidents Council* shall assume primary responsibility for the conduct of the meetings, including but not limited to the creation of the agenda and facilitating the meeting process.

13.4 Meetings of the *Presidents Council* shall be held at each of the founding participating organization's annual conference and exposition and in addition, or at any other time and venue, so agreed-upon and decreed by the will of the participating organizations.

13.5 The 'host organization,' that is, the organization at whose conference and exposition the meeting is to be held, shall accept the responsibility to provide the facilities to allow the meeting to occur including the provisioning of support staff and all requisite ancillary items. The host organization will liaise with the Chair of the *Presidents Council* to prepare and conduct the meeting.

13.6 The host organization shall accept the responsibility to provide a recording secretary who shall create and maintain the record of such a meeting and shall, in conjunction with the Chair of the *Presidents Council*, ensure that each participating organization receives a copy of such record of proceedings within a timeframe commensurate with and acceptable to the participating organisations.

13.7 The Chair shall arrange for the minutes of each meeting to be sent out to the participating organizations in a timeframe commensurate with the reasonable expectations of the participating organizations.

CHAPTER X PRESIDENTS COUNCIL MEETINGS

13.8 The representative of each participating organization on the *Presidents Council* shall faithfully report the activities, issues and matters of the *Presidents Council* to their respective organization in compliance with that organization's policies and procedures and at meetings of the Presidents Council only represent the corporate decisions of their participating organization.

CHAPTER XI FINANCING

Article 14: FINANCES

14.1 In the initial stages of development of the *Alliance* it will not be a finance generating body. The requirements to change this policy will be reviewed annually by the *Presidents Council* and when necessary appropriate arrangements for financial control and accountability will be recommended to the participating organizations.

14.2 Where a participating organization hosts a regular meeting of the *Presidents Council* under the provisions of Article 13 of this Agreement, all expenses incurred, except those of the appointed representatives of each participating organisation but including those of the Chair of the *Presidents Council*, shall be borne by the hosting organization.

14.3 Participating organizations shall be responsible for paying the expenses incurred by their representatives, including appointed and ex officio representatives, when attending regular meetings of the *Presidents Council* organized under the provisions of Article 13 of this Agreement.

14.4 In circumstances where the *Presidents Council* requires to provide finance for a specific activity or project they shall prepare a business case or project proposal that includes an item-specific budget and submit it to the participating organizations for consideration. Such a budget will require the unanimous consensus of the participating organisations and if approved in such a manner then the costs of the activity or project will be equally divided between all participating organisations.

14.5 For each activity or project authorised by budget provision by the participating organizations, one of the participating organizations shall be nominated to be activity or project managers and that participating organization will also take on the responsibility for financial control and accountability, including collecting apportioned costs from each participating organization and for the payment of activity or project expenses.

14.6 Where available and approved, the *Presidents Council* shall investigate and consider any revenue generating opportunities.

CHAPTER XII EXCHANGE OF DELEGATIONS

Article 15: EXCHANGE OF DELEGATIONS

15.1 Participating organizations in the *Alliance* agree to provide complimentary annual conference and exposition registration for official delegations from participating organizations of the *Alliance*.

15.2 The participating organization wishing to send any such delegation must make their intentions known in advance within a time period commensurate with the regulations of the host participating organization.

15.3 The composition and size of any such official delegation must be approved by the sending participating organization but in any case the size shall not exceed four persons.

15.4 The host participating organization may waive or limit other ancillary costs for any such official delegation but the decision whether to do so or not is entirely a matter for the host participating organization.

CHAPTER XIII EXCHANGE OF INFORMATION

Article 16: EXCHANGE OF INFORMATION

16.1 Participating organizations in the *Alliance* recognize the value of sharing information and data relating to best practices, operations and current proceedings. Where participating organizations publish information in hardcopy publications or electronic media that are distributed by any means to their membership the said organization will provide six (6) copies of the hardcopy publication or one copy of the electronic media publication to the other participating organizations of the *Alliance*. Copies of hardcopy publications shall be sent to a central mailing address of each participating organization.

16.2 Permission to reprint such information in other *Alliance* participating organizations periodicals and electronic media will be permitted provided that the source and granting of such permission is clearly identified within the receiving participating organizations periodical or electronic forum.

16.3 Permission to reproduce such information shall not be unreasonably withheld.

16.4 Granting such permission remains the sole right of the organization to which the original materials belong.

16.5 Data relating to a participating organization, including but not limited to financial or membership information, may be shared from time-to-time amongst the *Alliance* participating organizations where the permission to release such information has the approval of the participating organization responsible for such information and the permission is not in conflict with the data and privacy laws of the nation in which the organization is located.

CHAPTER XIV TRADING AGREEMENT

Article 17: TRADING AGREEMENT

17.1 Neither the *Alliance* nor any individual participating organization shall have the authority to engage in or attempt to engage in, providing member Association services or benefits in another participating organization's areas of operation unless and until an established trade agreement strategy is in effect between the parties.

17.2 In circumstances where an international trade agreement exists as in the cases of the North American Free Trade Agreement and the Australia-United States Free Trade Agreement, the parties shall ensure that all such legislation is considered whilst formulating any trade agreement strategy.

CHAPTER XV GENERAL PROVISIONS

Article 18: GENERAL PROVISIONS

18.1 The autonomy, independence and sovereign stature of each of the participating organizations is fully recognized and shall be respected by each participating organization at all times.

18.2 A participating organization shall not have or suppose to have or represent itself as having authority or influence over any other participating organization within the *Alliance*.

18.3 A participating organisation shall not enter into any agreement or contract on behalf of any other participating organization except where there is unanimous consensus to carry out joint activities or projects and it is agreed that a nominated participating organization shall take the lead role.

18.4 A participating organization shall not take any actions or make any statements that bring the *Alliance* or either participating organization into disrepute or adversely affect the Purpose of the *Alliance* and the principles and goals of global development and co-operation.

18.5 No participating organization shall engage or presume to engage in any matters between governments or policy makers of nations with respect to petition, comment or other pleading within or related to the purpose of any participating organization except as they may appropriately do so in such matters where it is raised within the province of their own nation.

18.6 A participating organisation shall recognize individual members of other participating organizations as Associate Members of their own organization and extend to them the annual conference and exposition delegate registration fee discounts current at the time the registration occurs.

18.7 On receipt of an application for membership from a citizen of a nation other than that in which the receiving participating organisation is constituted, the receiving participating organization shall advise the applicant of the existence of a participating organization in the nation of their residency and only register the applicant as a member if the applicant chooses to go ahead with their application. In these circumstances the receiving participating organization shall also advise the appropriate participating organization of the membership registration.

CHAPTER XVI COPYRIGHT AND TRADEMARK

Article 19: COPYRIGHT AND TRADE MARK

19.1 All participating organizations recognize and acknowledge the existence of the APCO International Incorporated copyright and trademark of its logo as it exists at time of the signing of this Agreement or a Letter of Accession.

19.2 The awarding of a licence for use of the APCO logo, either in its original or in an amended format by other *alliance* participating organizations is the exclusive right of APCO International Inc in accordance with their established criteria.

19.3 A licence awarded by APCO Intl Inc to a participating organisation under a previous Affiliation Agreement shall continue in force under this *Alliance* Agreement.

CHAPTER XVII LIABILITIES OF THE PARTICIPATING ORGANIZATIONS

Article 20 – LIABILITIES OF THE PARTICIPATING ORGANIZATIONS

20.1 Each participating organization undertakes to perform its activities under this Agreement at its own risk and under its own sole liabilities and shall support all consequences in compliance with the provisions hereunder.

20.2 No participating organization shall be responsible to any other for any indirect, consequential or incidental loss or damages.

20.3 In any event, a participating organization shall not be responsible under this clause for losses, damages, costs (including legal costs) and expenses which are caused by the gross negligence or wilful misconduct of another participating organization.

20.4 Each participating organization shall indemnify and hold harmless the other participating organizations from any cost arising from bodily injury or death caused to its members or employees, employed directly or not, which may occur in the course of the performance of any activity related to the Purpose of the *Alliance*. This provision shall not apply if the injury or death has been caused by the gross negligence or wilful misconduct of another participating organization or its agents.

20.5 With respect to information or materials supplied by one participating organization to another hereunder or under the *Alliance* Agreement, the supplying participating organization shall be under no obligation or liability and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials. The recipient participating organization shall therefore in any event, be entirely responsible for any use whatsoever of such information and materials.

CHAPTER XVIII CONFIDENTIALITY

Article 21: CONFIDENTIALITY

21.1 During the term of this Agreement and for a period of five years thereafter, the participating organizations shall treat as confidential any information which is designated as proprietary by the disclosing participating organization by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated as confidential information by the disclosing participating organization.

21.2 Accordingly, each participating organization undertakes (in addition and without prejudice to any commitment under the Agreement) that:

i. the receiving participating organization shall not use any such information for any purpose other than in accordance with the terms of this Agreement, and

ii. the receiving participating organization shall not disclose any such confidential information to any third party except with the disclosing participating organization's prior written consent, and

iii. such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing participating organization.

21.3 No obligation shall apply to any such information:

i. has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving participating organization; or

ii. is already known to the receiving participating organization, as evidenced by written documentation in the files of the receiving participating organization; or

iii. has been lawfully received from a third participating organization without restrictions or breach of this Agreement; or

CHAPTER XVIII CONFIDENTIALITY

- iv. has been or is published without violation of this Agreement; or

- v. is independently developed on good faith by employees or members of the participating organizations who did not have access to the confidential information; or

- vi. is not properly designated or confirmed as confidential.

CHAPTER XIX AMENDMENTS

Article 22: AMENDMENTS

This *Alliance* Agreement may be amended only by the unanimous consensus of the participating organizations

CHAPTER XX TERM OF AGREEMENT

Article 23: TERM OF AGREEMENT

23.1 The term of this agreement is five (5) years commencing on the date on which this document is signed by the founding participating organizations.

23.2 The Term of this agreement may be altered or changed into an enduring Agreement by unanimous consensus of all participating organisations.

CHAPTER XXI CANCELLATION OF MEMBERSHIP/DISSOLUTION

Article 24: CANCELLATION OF MEMBERSHIP/DISSOLUTION

24.1 A member of the *Alliance* may revoke their membership of the *Alliance* by giving sixty (60) days written notice to the other participating organizations.

24.2 A Notice served under Article 24.1 must be sent by postal service addressed to the Presidents of each of the participating organizations at their registered place of business.

24.3 The participating members of the *Alliance* may choose to dissolve the agreement at any time upon unanimous consensus.

**CHAPTER XXII
SIGNATURES OF FOUNDING PARTICIPATING
ORGANIZATIONS**

Article 25: SIGNATURES AND COMMENCEMENT

25.1 The Agreement for the *APCO Alliance for Global Cooperation and Development* is hereby signed and the Alliance comes into operation this *(insert date)*:

25.2 Each of the persons signing this Agreement warrant that they have the authority to do so.

President Des Bahr APCO Australasia

President Tim O'Connor BAPCO

President David Ralph APCO Canada, Inc.

President Wanda McCarley APCO International, Inc.