

## Terms and conditions for membership of Beyond Budgeting Round Table (BBRT)

### 1. New members

An organization becomes a Corporate BBRT member after it has sent the completed application form to the Beyond Budgeting Institute (BBI), paid the required fee, and received an acceptance 'welcome' letter or email from the BBI. An individual becomes Individual member when the required fee is paid, and an acceptance 'welcome' email has been received from the BBI. The new member then becomes eligible to receive BBRT member benefits (see the current BBRT - Membership Overview). A BBI representative will contact new corporate members to discuss the organization's goals for BBRT membership, and how its agenda, research and other activities can help the organization to maximize the value that it gains from membership. Members are obliged to ensure that the people it engages in BBRT activities are 'up to speed' so that they can benefit from them; contribute to the work of the BBRT; and avoid covering again ground that existing members are already familiar with. The new member may wish therefore to attend one of the public courses that the BBI runs in the region or alternatively engage a BBI representative (as an additional service not included in the membership fee) to run an in-house workshop as an orientation for the member organization's contacts and other employees.

### 2. Membership benefits

Membership benefits are set out in the current BBRT Membership Overview. They include, depending on the category of membership, attending BBRT meetings, receiving BBRT case studies, research papers and other deliverables, and use of the members' Web-based forum, database and diagnostic.

BBRT products and services are *not* to be distributed to third parties (e.g. other companies or the public). Distribution of members-only benefits to non-members is a violation of membership terms and conditions.

For Corporate Members: Two (2) persons are designated by the member organization to be the primary and alternative contacts for receiving and propagating these benefits. The contacts are encouraged to share the benefits of membership as widely as they wish among their organization's employees located in the region of membership, including attending BBRT meetings. But note that BBRT benefits are provided only for *internal* use within the member organization. If the member organization is a subsidiary, business unit or division, then the owners or corporate "parents" and other subsidiaries, business units or divisions within the group are *not* eligible to share the benefits. For Corporate – Basic members, only employees working in that region are eligible to share the benefits.

### 3. Members' needs

Existing members are invited at any time to review the value they gain from BBRT membership and discuss with a BBI / BBRT Director their new or emerging requirements in order to ensure that they continue to maximize the value they gain from membership and also help the BBRT to evolve its services in response to changing member interests and needs. While BBRT aims to satisfy the majority interests and needs of its members it reserves the right to make changes of any kind in its products and services at any time.

### 4. Consulting organizations

Consultants are welcome as BBRT members and are permitted to use products and services on behalf of BBRT members, as well as for internal purposes. Consulting organizations and their clients must be members to access information that is proprietary to BBRT members.

The distribution of BBRT proprietary information to non-members is a violation of the BBRT terms and conditions.

For consulting organizations, only employees working in the local part of the consulting organization are eligible to share the BBRT membership benefits.

### 5. Contact protocol

BBRT is committed to sharing information with member organizations and to promoting BBRT membership publicly. In doing so, a variety of communication methods are used including direct mail, e-mail, telephone and Web-based contacts.

Additionally, BBRT will periodically list the names of its member organizations in a variety of media and communications, including BBRT's Web site.

## **6. Proprietary information**

- (a) All information developed by the BBRT and the results thereof shall be the property of the BBRT, shall constitute trade secrets, and shall not be disclosed to third parties, except as the results are made available for distribution in accordance with policy established by the BBRT or as otherwise required under applicable law. Members may use, on a confidential basis, any information or results distributed by the BBRT within their organizations as provided herein, except that BBRT consulting and IT vendor member organizations require the express written permission of the BBRT to use the results in their commercial products or services. Nothing herein shall limit the right of any member to use freely, without obligation to keep it confidential, any information independently developed by such member or that may be available to such member from an independent source.
- (b) The BBRT shall from time to time determine whether and the extent to which information developed by the BBRT shall be the subject of applications for United Kingdom or foreign patents, or to copyright protection. BBRT Members shall adhere to such policies as the BBRT decides in this regard and take such steps as may be appropriate to protect such trade secrets from unauthorized use or disclosure prior to their disclosure in a patent or their availability for distribution pursuant to the provisions of the Distribution of Results above. The BBRT shall grant royalty-free, irrevocable, non-exclusive licenses under such patents and copyrights to enable members to evaluate, test, verify and use BBRT results. The BBRT reserves the right to grant royalty-bearing, irrevocable, non-exclusive licences under such patents and copyrights at its discretion to non-members for their use of the results.

## **7. Use of information**

- (a) BBRT makes every effort to confirm the accuracy of information it gathers and indicates the types of sources used when conducting research on behalf of its members.
- (b) BBRT makes no warranty or representation of warranty or representation as to the accuracy or completeness of information gathered and provided to or used by any party (whether or not a member) and disclaims any liability for omissions or errors in information, facts, statistics, opinions and data provided under these terms and conditions.
- (c) Likewise, BBRT makes no warranty or representation of warranty or representation as to the accuracy or completeness of information gathered and provided by one member to another (whether or not a member).
- (d) Additionally, BBRT makes no warranty or representation of any kind, express or implied, as to the condition, operation, merchantability or fitness for a particular purpose of any of the products or information it or its members or third parties supply in accordance with these terms and conditions or as to the absence of any latent or other defects therein.
- (e) In no event shall BBRT be liable to any person for any indirect, special or consequential damages caused, directly or indirectly, by said products or information, the inadequacy thereof or any deficiency or defect therein, or the failure of said products or information to satisfy the requirements of any member or user thereof. BBRT will make reasonable efforts to protect the confidentiality of all members' questions and answers.
- (f) All research results, data, information, and other materials provided to a member are for the exclusive use of that member and BBRT and may not be reproduced, distributed or resold to third parties without express written permission from BBRT.
- (g) The services rendered by BBRT in accordance with these terms and conditions do not constitute the practice of public accountancy or the practice of law. Those seeking legal advice or the preparation of, or reporting upon, financial statements should contact the appropriate professionals.

## **8. BBRT code of conduct**

To achieve its goals BBRT encourages shared learning, exchange of information and networking among its membership. To facilitate this and not risk infringing relevant laws in the countries in which BBRT operates, BBRT and its members agree to abide by the following code of conduct:

- (a) Be honest, complete and accountable.

- (b) Avoid discussion or actions that could lead to or imply an interest in restraint of trade, market and/or customer allocation schemes, price fixing, dealing arrangements, bid rigging or bribery. Don't discuss costs with competitors if costs are an element of pricing.
- (c) Refrain from the acquisition of trade secrets from another by any means that could be interpreted as improper including the breach or inducement of a breach of any duty to maintain secrecy. Do not disclose or use any trade secret that may have been obtained through improper means or that was disclosed by another in violation of duty to maintain its secrecy or limit its use.
- (d) Treat any interchange between members as confidential to the individuals and companies involved. Information must not be communicated outside the member organizations without the prior consent of the BBRT member who shared the information.
- (e) Contact lists or other contact information provided by BBRT in any form may not be used for purposes other than membership learning and networking.
- (f) Obtain an individual's permission before providing his or her name in response to a contact request.

#### **9. Membership fees and renewal**

BBRT fees are subject to change without notice. The current annual general membership fees are set out in the current BBRT Membership Overview and summarized on the application form for new corporate members. Local taxes will be added to the fees, if applicable. Each year, approximately one month prior to the anniversary of joining, existing members will receive an invoice for membership fee for the following year, unless the member has notified the BBRT that it does not wish to renew. Membership fees are payable on or before the renewal date. Member benefits may be discontinued if payment is overdue by more than 30 days and membership is automatically terminated if payment is outstanding for 90 days.

#### **10. Termination of membership**

BBRT reserves the right to terminate, without refunding any fees paid, the membership of any member organization that violates or whose employees violate these terms and conditions.