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BIABPO Membership Agreement Terms and Conditions

1. Recitals

1. The Bhutan Industry Association for Business Process Outsourcing, BIABPO, (hereinafter the “Association”) is an unincorporated not-for-profit promotional and coordinating body for the BPO industry in Bhutan. It facilitates business and trade in BPO services.
2. In keeping with the BIABPO Bylaws, the Association invites membership from stakeholders of the BPO industry, including stakeholders from abroad. Intending members apply for membership and be approved or denied by the Board of Trustees. Membership categories include Member (of the BPO industry), Associate Member (of the non-BPO industries) and Individual Member. Individual Members may be awarded Life Membership by the Board of Trustees in recognition of his/her services to the industry.
3. In consideration of the Association accepting the Member/Associate Member/Individual Member, and the Member/Associate Member/Individual Member agreeing to pay all applicable fees, the parties agree that the following terms and conditions will govern their relationship:

2. Term

2.1 Commencement and Term

These terms and conditions commence upon the membership approval date and is effective for one (1) year.

2.2 Renewals

If the Member/Associate Member/Individual Member fails to renew its membership within thirty (30) days of the due date, then the BIABPO may, by written notice to the Member/Associate Member/Individual Member, revoke all of the corresponding rights under the BIABPO Bylaws.

3. Obligations

3.1 The Association’s Obligations

The Association must:

- a. Establish and maintain mechanisms which support open communications within the BIABPO Members/Associate Members/Individual Members.
- b. Promote and support training and educational activities relating to development of the BPO industry in Bhutan.
- c. Undertake other activities as required by the Members/Associate Members/Individual Members in support of BPO development nationwide and globally.
- d. Consider all requests relating to the operations of the Association that are made by Members/Associate Members/Individual Members either directly or through the Executive and Trustees meetings.
- e. Ensure that the Executive and Trustee members considers all requests relating to the operations of the Association that are referred to it either by the Members/Associate Members/Individual Members directly or through the Association.
- f. Provide rights and services to the Members/Associate Members/Individual Members in accordance with the BIABPO Bylaws.
- g. Not disclose to any person (except to the Executive and Trustee members as legally required to do so) and any confidential information which the Member/Associate Member/Individual Member provides to the Association.

3.2 Obligations of Members/Associate Members/Individual Member

The Member/Associate Member/Individual Member must:

- a. Promptly pay all applicable fees and charges due to the Association.
- b. Not provide any information to the Association or the Executive and Trustee members which is false or misleading.
- c. Inform the Association as soon as possible of any changes in material information, which the Member/Associate Member/Individual Member has previously supplied to the Association or the Executive and Trustee members.
- d. Comply with the BIABPO Bylaws and these terms and conditions.

3.3 Liability and Indemnity

The Member/Associate Member/Individual Member and the Association acknowledge that the following clauses are essential in order to protect the membership as a whole and the Association's ability to pursue the aims expressed in the ByLaws.

- a. To the extent permitted by law, the BIABPO excludes all liability to the Member/Associate Member/Individual Member arising out of or in connection with these terms and conditions. This exclusion applies, without limitation, to all liability in contract or tort for actions or omissions of the Association or the Executive and Trustee member and their employees, agents, and contractors, but does not apply to liability arising directly from:
 - i. Personal injury, including sickness and death;
 - ii. Loss of, or damage to, tangible property (including both the property of the Member/Associate Member/Individual Member and third party property);
 - iii. An intentional infringement of intellectual property;
 - iv. A breach of confidentiality or privacy.
- b. The Member/Associate Member/Individual Member indemnifies the Association against the full amount of all expenses, losses, damages, and costs that the Association may incur as a result, whether directly or indirectly, of any breach of these terms and conditions or BIABPO Bylaws by the Member/Associate Member/Individual Member, its employees, contractors, or agents.

4. Notices, Responses, and Appeals

4.1 Notice

- a. If the Association reasonably believes that the Member/Associate Member/Individual Member has breached these terms and conditions or the BIABPO Bylaws, then the Association must send a written notice ("Notice") to the Member/Associate Member/Individual Member.
- b. The Notice must:
 - i. Describe the nature of the breach that the Association believes has occurred, and the course of action necessary to remedy the breach;
 - ii. Specify a reasonable period for the Member/Associate Member/Individual Member to provide a response to the breach notice within the terms of clause 4.2, or to take the action necessary to remedy the breach; and
 - iii. Advise the Member/Associate Member/Individual Member of the Association's intended action if the breach is not remedied.

4.2 Response to Notice

The Member/Associate Member/Individual Member must, by the time specified in clause 4.1(b)(ii) send the Association a response to the Notice detailing that either:

- a. The Member/Associate Member/Individual Member has not committed the breach; or
- b. The Member/Associate Member/Individual Member has remedied the breach in

- accordance with clause 4.1(b)(i); or
- c. Exceptional circumstances exist which justify the Association retracting or revising the Notice.

4.3 Subsequent Actions

If the period specified in clause 4.1(b)(ii) expires and, taking full account of any responses received under clause 4.2, the Association reasonably believes that the breach has not been remedied then the Association may, in its discretion, either send the Member/Associate Member/Individual Members:

- a. A subsequent Notice as described in section 4.1(b); or
- b. A written notice immediately revoking some or all of the Member's/Associate Member's/Individual Member's rights under the BIABPO Bylaws, and/or immediately terminating this Membership Terms and Conditions.

4.4 Appeal to Board of Trustees

If the Member/Associate Member/Individual Member believes that the Association has failed to adequately consider all relevant circumstances or has acted unreasonably in sending a revocation notice under clause 4.3(b), then the Member/Associate Member/Individual Member may appeal to the Board of Trustees, which must consider the appeal within thirty (30) days. If the Board of Trustees decides that the Member/Associate Member/Individual Member's appeal is justified, then the Association will withdraw the revocation notice.

4.5 Acknowledgment by Member/Associate Member/Individual Member

The Member/Associate Member/Individual Member acknowledges that:

- a. If the Member/Associate Member/Individual Member receives a notice under clauses 2.2 or 4.3(b), then the Member/Associate Member/Individual Member must immediately cease using the delegated resources specified in the notice; and
- b. If the Member/Associate Member/Individual Member fails to comply with clause 4.5(a), then subject to the court's discretion, the Association may by an injunction or similar remedy restrain the Member/Associate Member/Individual Member from using the relevant delegated resources.

5. General

5.1 BIABPO Bylaws

The Member/Associate Member/Individual Member agrees that:

- a. The BIABPO Bylaws may be amended from time to time.
- b. Any such amendments are binding upon the Member/Associate Member/Individual Member.
- c. BIABPO Bylaws as they exist from time to time form an integral part of and apply fully to these terms and conditions.
- d. If the membership is either terminated or not renewed, the Member/Associate Member/Individual Member shall continue to be bound by these terms and conditions to the extent that the provisions relate to the use of resources or disputes arising from these terms and conditions.

5.2 Governing Law

The Member/Associate Member/Individual Member agrees that these terms and conditions are governed by the BIABPO Bylaws.

5.3 Order of Precedence

To the extent of any inconsistency, these terms and conditions will prevail over any other documentation executed between the parties.

6. Amendments

BIABPO reserves the right to modify or change these terms and conditions as it determines from time to time in the best interests of the Association and its Members/Associate Members/Individual Members, provided that all Members/Associate Members/Individual Members are notified prior to any such change. Participation as a Member/Associate Member/Individual Member constitutes the Member/Associate Member/Individual Member's continuing agreement to be bound by these terms and conditions, as amended from time to time.

Executed as an agreement:

Signed for _____ **[name of Member/Associate Member/Individual Member]**

by its authorized representative

in the presence of:

(Signature of authorized representative)

(Signature of Witness)

Full name of authorized representative (please print)

Full name of Witness (please print)

Official company title of authorized representative

Signed for _____ **[name of BIABPO Executive Director]**

by its authorized representative

in the presence of:

(Signature of authorized representative)

(Signature of Witness)

Full name of authorized representative (please print)

Full name of Witness (please print)

