


TALQ Consortium Financial Policy

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Document History

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14 th March 2023	Version 1.2	Updated logo
29 th November 2024	Version 1.3	Added text on renaming of products Declassified the document
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1. TALQ Consortium Membership

Developing a meaningful specification for the management of smart outdoor device networks requires the active participation of all kinds of stakeholders. Therefore the TALQ consortium offers various opportunities for those who want to play an active role in developing and setting a new interface standard for smart city applications.

Regular and Associate Membership is meant for participants from various industries who will want to provide TALQ compliant products, whereas the TALQ Partner Program is focusing on Municipalities, Utilities, Consultants etc. who can advise and provide valuable feedback to the TALQ Consortium on the requirements for the specification and certification program.

The TALQ Consortium membership information can be found by on the TALQ Consortium website on the How to Join page for download of the Bylaws. Signing the TALQ Consortium Agreement commits members to adhering to the TALQ Consortium Bylaws. Questions regarding membership can be sent to membership@talq-consortium.org.

IEEE-ISTO responds to all new Membership Agreements received issuing a welcome letter of the member with the membership invoice and attached starter text for those members electing to draft a press announcement on joining the Consortium.

2. Membership Year

The Membership Fees are to be paid annually and are due at the beginning of the quarter in which they signed the membership agreement (1 January, 1 April, 1 July or 1 October). Notwithstanding the foregoing the Membership Fee (i) for the first year is due within sixty (60) days following the Members Effective Date for the Original Signatories who have executed this Agreement, or (ii) for new Members not being Original Signatories the fees are due within thirty (30) days following the execution of the Regular Membership Agreement or Associate Membership Agreement.

The initial fee covers the period from the quarter day prior to the execution of the Regular Membership Agreement or Associate Membership Agreement to that same quarter day one year on. Subsequent respective Membership Fees are due at the beginning of the quarter one year on from the date of execution of the Regular Membership Agreement or Associate Membership Agreement or anniversary thereof.

Each Member shall pay the Membership Fees to the bank account designated by or on behalf of the Secretary General. The bank account shall be held with an international reputable bank. The bank account shall be interest bearing and the interest on such bank account shall accrue for the benefit of the Consortium.

3. Membership Fees and Expenses

The TALQ Consortium membership fees structure shall be determined and approved by the General Assembly and is subject to change at any time. All new memberships and all membership renewals shall be invoiced in accordance with the then current approved membership fees.

Regular Membership Fees: The Membership Fee for Regular Members is ten thousand Euros (EUR 10,000) per annum or as otherwise determined by the General Assembly pursuant to Clauses 8.4, 8.5 of the Consortium Agreement.

Associate Membership Fees: The Membership Fee for Associate Members is three thousand five hundred Euros (EUR 3,500) per annum or as otherwise determined by the General Assembly pursuant to Clauses 8.4, 8.5 of the Consortium Agreement.

Unless otherwise set for in the Consortium Agreement, each Member shall bear its own costs incurred in performing its commitments, obligations and responsibilities as a Member in accordance with the TALQ Consortium Agreement.

4. Membership Activation

Membership rights, including but not limited to membership activation, website access, and attendance at Consortium meetings, commence upon receipt of an executed TALQ Consortium Membership Agreement.

5. Membership Invoicing

New Members – Membership invoices issued for new membership submissions shall be payable net 30 days from the date an invoice is received.

Renewing Members - TALQ membership dues for renewing members shall be issued (60) sixty days prior to the membership renewal date. Standard payment terms for any renewing membership invoices shall be net 60 days. Member companies who have longer payment terms in their organizations agree that the Consortium terms shall prevail.

6. Dues Delinquency

Any membership fee invoice that has not been paid 30 days beyond the due date of the invoice shall trigger an initial reminder notice from the IEE-ISTO to the member in question. Any invoice not paid 60 days beyond the due date of the invoice shall trigger a second payment due notice urging payment. The IEE-ISTO will inform the Consortium stakeholders of all member invoices 60 days past due such that stakeholders may outreach to these members to encourage continued membership in the Consortium. Any invoice not paid 90 days beyond the due date of the invoice shall initiate termination of the membership and a Final Notice will be sent to the Member. The Final Notice shall state a final ("Final Date") set by the General Assembly by which the delinquent dues must be paid. If the delinquent dues are not paid by the Final Date, the Member's membership rights shall terminate on the Final Date without any further action.

7. Membership Reinstatement

A terminated or withdrawn Member shall not be permitted to reapply for the membership in the Consortium unless such terminated or withdrawn Member receives the consent of the General Assembly as a whole and shall, for the year in which such reapplication is received, pay any outstanding membership dues for the previous membership period.

8. Membership Terminations

If a Member fails to submit payment by the Final Date as stated in the Final Notice, the Member's membership rights shall terminate. This means that access to the member system will cease and any and all individual users from that member entity shall no longer have access to Consortium projects, overviews, updates, etc.

Upon termination, outstanding invoices are immediately due.

All previously unpaid dues must be paid in full before re-joining the Consortium.

No refunds will be made for terminations.

9. Licence and Certification Fees

“Annual License Fee” means a yearly, non-refundable, non-recoupable fee to be paid by Licensee in consideration of the rights granted to Licensee and the undertakings given by TLA under this Agreement

“Certification Fee” means a non-refundable, non-recoupable fee to be paid by Licensee to the consortium TLA for each issuing of a TALQ Compliance Certificate for a Product Type.

Unless changed by the Steering Committee in accordance with section 3.4, the Annual License Fee and the Certification Fee shall be:

- (a) Annual License Fee: zero (0) Euro
- (b) Certification Fee for Regular Members: Zero (0) Euro
- (c) Certification Fee for Associate Members: three thousand five hundred (3500) Euro
- (d) Product renaming (and associated administration) fee for Regular Members: Zero (0) Euro
- (e) Product renaming (and associated administration) fee for Associate Members: Five hundred (500) Euro

The payment of the Annual License Fee shall not be pro-rated and shall be due within sixty (60) days after the Effective Date of this Agreement and the subsequent Annual License Fee shall be due on January 1 each subsequent year after the year in which this Agreement has been entered into. Failure to pay the Annual License Fee within sixty (60) days after the due date shall constitute a Material Breach.

The Consortium may invoice Licensee for the Certification Fee when Licensee submits a Test Report to the Consortium, pursuant to section 4.4 hereunder. Failure to pay the Certification Fee within sixty (60) days after the date of invoice shall constitute a Material Breach.

The Steering Committee of the Consortium may change the Annual License Fee and/or the Certification Fee. The Consortium shall provide written notice to Licensee at least three (3) months before the start of the year in which such change becomes effective. Such change in Annual License Fee or Certification Fee shall be determined on a reasonable, non-discriminatory and operation-cost-recovery basis.

The Certification Fee payable by Licensee hereunder shall be paid net of any present or future tax, assessment, or governmental charge. Licensee shall gross up the fees so that after deducting or withholding any applicable tax, assessment or charge, The consortium shall receive a full amount of the Certification Fee which would have been received by The consortium had no deduction or withholding been required. Licensee shall indemnify The consortium for any penalties and interest that may be payable as a result of Licensee’s failure to timely pay all taxes or other assessments of Consortium that Licensee is obligated to withhold. All other tax imposed on payments by Licensee to The consortium, including but not limited to value added taxes, consumption taxes, and sales taxes, which may be imposed now or in the future or under the laws of any applicable jurisdiction shall be Licensee’s sole responsibility and Licensee shall promptly transmit such taxes to the appropriate authorities as and when they become due. Such taxes shall not affect Licensee’s obligation to make payments to The consortium as required under this Agreement.

The maximum total fees to be paid by an Associate Member in any one Member year is capped at ten thousand Euros (EUR 10,000).