



SPAC

Smart Physical Access Control

SPAC MEMBERSHIP FORM 2020

To be sent by email to subscription@sp-ac.org

Or by post to SPAC - 31 Parc du Golf CS 90519 - 13593 Aix-En-Provence, France

/ Tel. +33 (0)4 84 49 14 60

The fields marked "*" are required in order to validate your membership.

Member:

* Company name:

* Trade name:

* Sector:

* Address:

* Postcode: * Town/City: * Country:

Billing address (if different)

Postcode: Town/city: Country:

* Switchboard phone no.:

* Date of company's foundation:

* Activity:

* Legal form: NAF/APE code:

* SIRET (company registration number):

Main contact for membership will be:

* Surname: * First name:

* Address:

Postcode: Town/City: Country:

.....

* Role: IT Production Finance

Communication HR Other:

Phone number: Mobile:

.....



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* Membership profile:

- Company/Organisation Startup Managerial
 Self-employed Consultant/Expert

Turnover bracket (€m) - 5 - 10 - 50 - 100 +1000

Annual subscription: € incl. tax

Membership start date:

The subscription fee scale for Active and Associate Members joining SPAC after its formation is determined as follows, with it being specified that exceptionally, only one subscription will be paid for the period between the formation of SPAC until the end of 2021:

Active and associate member fees	
French and European institutions	€0
€0-5M	€500
€5-50M	€1,000
€50-100M	€2,000
More than €100M	€3,000

Annual subscription fee scale for members of the SPAC trade association
(Rates in force until _____ 31/12/21__)

To become a member, you can make a payment of the full SPAC annual subscription to SPAC using SPAC's banking details in Appendix 3, or make out a cheque to SPAC and send it to the following address: 31 Parc du Golf – CS 90519 / 13593 Aix-en-Provence, France

You can also opt for direct debit payment and attach your bank details. The payment will be debited once annually.

I hereby grant the below authorisation of payment:



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* Authorisation of payment

I, the undersigned (first name and surname)

Address.....

Tel

Email.....

Authorise the SPAC association to debit my bank account annually (attach bank details)

IBAN:

BIC:

Amount (in figures) €.....

Amount in words €

From acceptance of my membership and until I instruct otherwise

Signed in On

Signature:

I declare that I wish to apply for membership of the SPAC Trade Association and undertake to comply with the internal regulations (see Appendix 1) should my application be accepted.

I acknowledge that I have examined, understood and agree to the personal data management policy as set out in Appendix 2.

Signed in On 2020

Member's signature

Membership approved by the office:

Yes

No

The membership will be considered as final after notification and acceptance of the application by the SPAC Office. SPAC membership enables the member to benefit from an SSCP® licence, the terms and conditions of which are set out in Appendix 4. Accordingly, the member who wishes to integrate the Protocol SSCP® into their equipment will be



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obliged to comply with the terms of said licence in Appendix 4 which they acknowledge to have examined and understood, and accept the ensuing rights and obligations.

*Document to provide: latest available French profit and loss account

*Document to provide: Bank details if payment by direct debit.



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Appendix 1: Internal Regulations

Article 1 - STATUTORY ORIGIN

These regulations have been approved by the constituent General Meeting of 2 May 2019.

ARTICLE 2 - PROFESSIONAL PRACTICE

All SPAC members undertake to abstain from any actions which may harm the interests of the Trade Association.

They must also undertake to comply with the decisions taken by SPAC, and to enforce these decisions amongst the members of their company.

Article 3 - MEMBERSHIP PROCEDURE

1) Any Company wishing to be accepted into the Consortium must formulate their request by completing and signing the document provided by the Consortium for this purpose. This request may be submitted to the Consortium electronically.

Their admission is declared by the Board of Directors, in accordance with the provisions in Article 5.1 of the Articles.

2) The Members of the Consortium and its partners must endeavour to contribute as much as possible to the activity of the Consortium.

They undertake in particular to:

- Contribute to all studies, surveys, technical specifications, standardisation projects, etc., undertaken by the Consortium;
- Provide a trusted third party authorised by the Board of Directors, on the due date, with the information required to maintain professional statistics and any information which could be requested from them, in application of the decisions taken by the Board of Directors;
- Respond diligently to requests for subscriptions decided by the General Meeting;
- Comply with European anti-trust rules;
- Comply with the charters of good practice adopted by the Consortium's Board of Directors.

Article 4 - ANNUAL SUBSCRIPTION

In accordance with the Articles, each Member of the Consortium is obliged to pay an annual subscription fee, according to a scale set, in the event of a change, by the Board of Directors and approved by the General Meeting.



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The subscription fee scale for Active and Associate Members joining SPAC after its formation is determined as follows, with it being specified that exceptionally, only one subscription will be paid for the period between the formation of SPAC until the end of 2021:

Annual subscription fee scale for members of the SPAC trade association
(Rates in force from 01/09/20 until 31/12/21)

Active and associate member fees	
French and European institutions	€0
€0-5M	€500
€5-50M	€1,000
€50-100M	€2,000
More than €100M	€3,000

The subscription fees are requested annually, at the start of the calendar year, by the Consortium which is responsible for collection and must be paid in full, within the three months of the funds being requested.

An Active Member may voluntarily pay an additional subscription of an amount of their choosing up to €5,000 which does not entitle them to any financial consideration from the Consortium.

In the event of financial difficulty or a particular assignment, the Board of Directors has the option to decide on an exceptional subscription, which may in no case exceed the amount of the subscription of the previous financial year.

Article 5 - WORKING GROUPS

The Office forms on its own initiative as many permanent Working Groups, including Active Members, as necessary.

When proposed by the President of the Consortium, the Office can also create as many temporary *ad hoc* Groups as it considers necessary for the examination, preparation or implementation of its decisions and actions. It appoints those responsible for these groups, as well as a referent Member of the Office, and determines its objective(s) and schedule.

Every Active Member can appoint one or more representatives to contribute to the Working Group's activities, according to the subjects in question.

Each Working Group is free to operate, under the leadership of the person responsible for the group, according to its own organisational rules, and gives an account of their work to the Office, which validates its objectives and approaches.

Article 6 - MANAGEMENT OF THE CONSORTIUM



The Consortium is managed by one of the Secretaries, under the authority of the Board of Directors.

A Secretary attends meetings of the Board of Directors, the Office, the Commissions and Working Groups Colleges and the General Meetings.

They prepare meetings of these bodies, issue invitations in a timely manner, and ensure or oversee the application of the decisions taken.

They carry out all of the necessary procedures with Public Authorities, Administrative Bodies and European institutions. They assist the President in their procedures and represent the Consortium alongside the President.

Under the authority of the President and, for financial matters, with the support of the Treasurer, they are responsible for the administrative management of the Consortium.

They represent the Consortium in relation to third parties and banks on behalf of the Consortium.

They set out; each year, the Consortium's budget with the help of the Treasurer who submits it for the approval of the Board of Directors and the General Meeting.

Article 7 - SUSPENSION AND EXPULSION

a. Suspension

Members or Partners, who after two requests sent by email, a month apart, fail to pay their subscription fee, are automatically suspended. This suspension ends automatically upon receipt of full payment of the subscription fee due.

b. Expulsion

The Board of Directors summons before them, *ex officio* or at the request of one or more Members, any Member of the Consortium or Partner whose operations seem to be contradictory to loyalty or commercial integrity, or whose actions seem to undermine the good reputation or the interests of the Consortium, or who refuses to comply with the decisions taken by the meetings of the Board of Directors or by the General Meetings.

The payments of expelled Members are held by the Consortium, without these Members being able to make any claim to the assets of the Consortium.

Active Members and Partners who have suspended their payments cannot be re-admitted until they provide proof of full payment of the sums owed and the regular resumption of their payments.



Appendix 2 POLICY FOR THE MANAGEMENT OF THE SPAC TRADE ASSOCIATION MEMBERS' PERSONAL DATA (GDPR)

As part of the management of the SPAC Trade Association's members, we are required to collect some of your personal data:

DATA CONCERNED: Surname, first name, email address, role, supplemented for administrators and members of the Trade Association's office: personal address, date of birth, proof of address for the President,

PURPOSE OF DATA PROCESSING: To convene the general meetings; to renew memberships and request subscription fees; to send reminders for the payment of subscription fees; information about the activities and services proposed, useful information regarding the ecosystem; management of invitations/registrations for exhibitions, events, forums, breakfasts, after-work events; relaying information to the Trade Association's partners (EU, region, state, etc.)

STORAGE PERIOD: Three years from the end of the contractual relationship

RECIPIENTS OF DATA: the members of the SPAC Trade Association and in particular the office; SPAC service providers: (For more details, contact: RGPD@sp-ac.com)

SECURITY MEASURES: the appropriate security measures are implemented in order to preserve the confidentiality of data.

INDIVIDUALS' RIGHTS: You can access the data concerning you, or request it be updated or deleted. You also have the right to object to, rectify or limit the processing of your data (see cnil.fr for more information on your rights).

To exercise these rights or for any questions regarding the processing of your data in this system, you can contact our data protection delegate (DPO) or the person responsible for the protection of personal data by email: RGPD@sp-ac.com and by post: RGPD - SMART PHYSICAL ACCESS CONTROL REGUS AIX-EN-PROVENCE 31 Parc du Golf CS 90519 13593 AIX-EN-PROVENCE, France.


If you feel, after having contacted us, that your rights related to data protection have not been respected or that the access control system does not comply with data protection regulations, you can complain to CNIL online or by post.



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Appendix 3: SPAC Bank Details

Société Marseillaise de Crédit			Titulaire du compte : SPAC	
			Libellé du sous-compte : COMPTE COURANT	
Code banque	Code Agence	Numéro de compte	Clé RIB	Domiciliation
30077	04866	12177500200	56	AIX EN PROVENCE ENTR
IBAN : FR76 3007 7048 6612 1775 0020 056 BIC : SMCTFR2A			RELEVÉ D'IDENTITÉ BANCAIRE / IBAN Partie réservée au destinataire du relevé	



Appendix 4: SSCP® Licence

The SPAC® trade association (hereinafter referred to as “SPAC®”) is an organisation that federates European players in digital security, with a mission to inform, train and standardise. As a catalyst of the success of the European security industry, SPAC aims to protect the strategic assets of the most demanding businesses and governments. The political, societal and economic stakes demonstrate the importance for Europe to have an organisation that federates the existing forces to develop a response to:

- The need for vitally important operators under the terms of the military programming law in France and the European NIS (Network and Information Security) directive to define the OESs (Operators of Essential Services),
- The impact of the GDPR and the CNIL decree in France on biometric authentication for physical access control,
- The implementation of the European Cybersecurity Act, and the new certification processes.

SPAC has been granted a licence for SSCP® communication protocol distribution by the company STid, comprising its copyrights and expertise, hereinafter referred to as “Protocol”, which includes the following characteristics:

- Open protocols, but which are covered by confidentiality agreements
- Two-way communication between the reader and access controller
- Cryptography using public algorithms recommended by bodies specialised in information security such as ANSSI (French cybersecurity agency) or the NIST ((National Institute of Standards and Technology) and SSCPv2 uses a key-generating method recommended by the NIST SP 800-108)
- Authentication of the reader (session keys)
- Signature, encryption
- User key management
- Transparent mode possible
- Selection of the communication mode and security levels (unencrypted, signed, encrypted, encrypted/signed). SSCP® is a trademark, owned by the company STid.

The Protocol protects the communications of physical and digital access control equipment. It provides a secure connection between the readers (inspection devices) and the management system (concentrator) to guarantee a level of security in line with government requirements. The SSCP protocol provides uniform protection for all your applications by protecting interface communications (RS485, USB, TCP/IP, etc.) it guarantees the interoperability of all equipment through compliance certification. Its purpose is to provide businesses with genuine technological independence, giving them greater freedom.

By actively supporting the SSCP standard, SPAC establishes itself as an organisation working for a stronger, autonomous and interoperable European security. STID has agreed to entrust SPAC® with the distribution of the Protocol and the implementation of a certification programme for operators wanting to benefit from the Protocol.

ARTICLE 1 – Purpose

In this contract (or “MANUFACTURER’S Licence”), SPAC® grants the Protocol® integrator company having signed the MANUFACTURER’S Licence (hereinafter referred to as “INDUSTRIAL Licence Holder”), the non-exclusive right to use the Protocol and the SSCP® trademark referred to in the recital, in accordance with the conditions set out hereinafter. It must not be used for other purposes.

- The MANUFACTURER is therefore authorised to use the Protocol and the SSCP® trademark for the purposes of



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fulfilling this contract.

ARTICLE 2 – Specific conditions of the Licence and sub-licence

The licence:

- Allows the INDUSTRIAL Licence Holder to use the Protocol by integrating it into its products and solutions,
- Is free of charge, with the exception of fees relating to the download of material at a sum of €90, and granted for an indefinite period,
- Is worldwide, personal, non-transferable, with the option to grant a user licence to its clients (USERS)

The MANUFACTURERS have the right to grant Protocol user licences to its customers (USERS) by providing them with the right of personal use, without the option of a sub-licence, which is non-transferable, free of charge, for an indefinite period, and worldwide (USER'S LICENCE).

In addition to the obligations of this document, the MANUFACTURER'S Licence includes the following obligations and limitations:

- The obligation (i) to include the limits on use of the USER'S Licence in your terms and conditions of sale (ii) and to mention "SSCP®" on its packaging and documents,
- Certification:

For MANUFACTURERS of devices/equipment (the design, marketing of equipment/hardware) the right to use the Protocol is on the condition of acquiring certification issued by SPAC®; this will grant the right to also use the "SSCP® Inside" or "SSCP®" brand.

For system MANUFACTURERS (design, marketing of licensing solutions-systems) the MANUFACTURER'S Licence does not require certification,

The MANUFACTURER'S LICENCES and USER'S LICENCES do not allow the Licence Holders in question to translate, adapt, reorganise or modify the Protocol, to export it or combine it with other Protocols. Every Licence Holder may propose any suggestions for improvements or upgrades (...) by contacting SPAC beforehand or by becoming a member in order to participate in working groups for changes to the Protocol.

The INDUSTRIAL Licence Holder undertakes to comply with the conditions of the MANUFACTURER'S Licence, the ownership statements on the Protocol, material or documents.

The MANUFACTURER'S Licence does not imply any transfer of intellectual property rights regarding the Protocol or the Brand.

ARTICLE 3 – Training

The INDUSTRIAL Licence Holder is required to ensure that its personnel has the necessary skills to correctly use the Protocol and to ensure compliance with these provisions.

ARTICLE 4 – Use of the Protocol - Confidentiality

The Protocol is used by the INDUSTRIAL Licence Holder under their own responsibility. The Protocol user is required to ensure the safety, and physical and electronic security of its implementation.

The INDUSTRIAL Licence Holder is forbidden from sending a copy of all or part of the Protocol to a third party, with this Protocol remaining strictly confidential and non-disclosable information.

ARTICLE 5 - Description of the supply

The Protocol is available to download for the INDUSTRIAL Licence Holder in PDF format.

Please go to <https://www.sp-ac.org/> to create an account if you do not already have one, or if not to login with your user name and password

In the menu with your name, click on the SSCP Specifications tab.



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After accepting the conditions for use of the SSCP Protocol, you can buy the SSCP Protocol and pay the download fee for the file containing the Protocol.

The document will then start downloading.

ARTICLE 6 – Warranty

The INDUSTRIAL Licence Holder should be reminded that:

STid guarantees that the Protocol complies with its documentation and does not guarantee that the Protocol is free from anomalies or flaws, or that its operation is interrupted, because the latter depends on many parameters such as integration and the various interfaces with which is associated with.

STid recommends that the implementations of the Licence Holder be certified under a global system; the SSCP Protocol section is only a “link” in the security certification chain under the responsibility of ANSSI (such as CSPN (first-level security certification), or common criteria, or the equivalent) and/or national competent agencies for information systems security.

STid recommends having a GDPR compliance audit conducted when personal and/or sensitive data as defined by the GDPR is collected, stored and processed using systems in which the user will implement the Protocol.

ARTICLE 7- Liability

The use of the Protocol in accordance with the conditions of the MANUFACTURER'S Licence is under the responsibility of the INDUSTRIAL Licence Holder. STid and/or SPAC® cannot be held liable for any indirect and immaterial damages which could be caused as a result of using the Protocol.

ARTICLE 8 – Duration

The MANUFACTURER'S Licence is concluded for an indefinite period. In the event of termination, the INDUSTRIAL Licence Holder will no longer be able to integrate the Protocol into its products and services; it will nevertheless be able to terminate any current orders and liquidate the stocks of its existing products before the date of termination of the MANUFACTURER'S Licence.

ARTICLE 9- Termination for a party's breach of its obligations

In the event that either party does not comply with its obligations under this contract such as, in particular, for one of the following reasons: disparagement of the Protocol or non-compliance with the terms of the MANUFACTURER'S Licence, (...), the MANUFACTURER'S Licence may be terminated by SPAC®.

ARTICLE 10- Transfer of the contract

As this contract is on a “intuitu personae” basis, the INDUSTRIAL Licence Holder is forbidden, on the one hand, from transferring, for any reason and in any form whatsoever, in return for financial consideration or free of charge, the contract or any of its rights and obligations to a third party and, on the other hand, from entrusting a third party with the fulfilment of all or part of their contractual obligations.

However, these prohibitions may not be used against legal obligations of public policy.

Article 11- Modification – Completeness

This contract can only be modified through an amendment signed by all parties to the contract.



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ARTICLE 12 – Waivers

It is formally agreed that any forbearance or waiver by one party, of all or part of the obligations provided for in this contract, regardless of its frequency or duration, may not constitute a modification of this contract, or give rise to any right.

ARTICLE 13- Partial invalidity

The invalidity or inapplicability of any of the provisions in this contract will not entail the invalidity of the other provisions which will remain in full force and retain their scope.

However, the parties may, by mutual agreement, agree to replace the invalidated provision(s).

ARTICLE 14 - Applicable law - Language of the contract

The parties have expressly agreed that this contract is subject to French law, exclusive of other legislation.

It has been drawn up in French. If it is translated into one or more other languages, only the French text will apply in the event of a dispute.

ARTICLE 15 – Disputes

ANY DISPUTE REGARDING THE CONCLUSION, INTERPRETATION, FULFILMENT, OR TRANSFER OF THE PRESENT CONTRACT WILL BE REFERRED TO THE COURT OF MARSEILLE (France) WHICH HAS EXCLUSIVE JURISDICTION, INCLUDING FOR SUMMARY PROCEEDINGS, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.