## INTERNATIONAL ROAD ASSESSMENT PROGRAMME

(iRAP)

## REGULATIONS ESTABLISHING AND GOVERNING IRAP MEMBERS AND IRAP ASSOCIATE MEMBERS

1	Purpose of these regulations	1.1	These regulations have been made by the Trustees of iRAP pursuant to Articles 5.7 and 5.8 and 8.5 of Articles of Association of iRAP.		
		1.2	These regulations set out rights and obligations of iRAP members and iRAP associate members, who are not company law members and therefore have none of the rights and/or obligations of company law members under UK company legislation.		
		1.3	Nothing in these regulations shall be inconsistent with, or shall affect or repeal, anything contained in the Articles of Association of iRAP.		
2	Classes of iRAP	2.1	The following classes of iRAP members are established by these regulations:		
	membership		2.1.1 Regional Association iRAP members;		
			2.1.2 Civil Society iRAP members;		
			2.1.3 Authority iRAP members;		
			2.1.4 Supra National Organisation iRAP members;		
			2.1.5 Expert iRAP members.		
		2.2	The number of iRAP members within each class shall be unlimited.		
		2.3	iRAP members shall normally be drawn from governmental, non-governmental, educational, charitable or other not-for-profit organisations except where, as described in Regulation 8 below, a commercial organisation will provide overall benefit to iRAP as an iRAP member.		
		2.4	Each class of iRAP membership shall have a sub class of Associate membership.		
		2.5	The Trustees of iRAP must keep a register of iRAP members and iRAP associate members.		

3	Regional Association iRAP membership	3.1	The status of Regional Association iRAP member may be granted by the Trustees of iRAP to ar organisation which has been established with the agreement of the Trustees of iRAP anywhere in the world carry out the work of iRAP on a regional basis.			
		3.2	The Regional Association iRAP members on the date these regulations have been made are: EuroRAP, AusRAP and usRAP.			
4	Civil Society iRAP membership	4.1	The status of Civil Society iRAP member may be granted by the Trustees of iRAP to any non-governmental organisation such as an internationally recognised automobile and touring club or a road safety charity which:			
			4.1.1 can reflect the views of civil society and is capable of communicating its view broadly; and			
			4.1.2 serves a state, territory or country where there is not yet a Regional Association.			
5	Authority iRAP membership	5.1	The status of Authority iRAP member may be granted by the Trustees of iRAP to any national or regional government, local or public authority, public body or road agency (including statutory concession holders); which serves a region where there is not yet a Regional Association.			
6	Supra National Organisation iRAP membership	6.1	The status of Supra National Organisation iRAP member may be granted by the Trustees of iRAP to any company, institute, association or organisation which operates across multiple international jurisdictions.			
7	Expert iRAP membership	7.1	The status of Expert iRAP member may be granted by the Trustees of iRAP to any company, institute, association, organisation or individual which or who:			
			7.1.1 Is recognised as an expert in any area falling with the charitable objects of iRAP; and			
			7.1.2 Is able to demonstrate its commitment to furthering the charitable objects of iRAP to the reasonable satisfaction of the Trustees of iRAP through financial, technical, reputational or other commitment.			
8	Rights and Responsibilities of iRAP Associate Members	8.1	iRAP associate members do not have the formal rights and responsibilities of iRAP Members but are registered general supporters of the aims and objectives of iRAP.			
9	Admission of iRAP	9.1	Following an initial period, The Directors of iRAP shall delegate the scrutiny of admissibility of any candidate			

members		for iRAP membership or iRAP associate membership to a committee (the Admission Committee).				
	9.2	The Admission Committee shall consist of up to five individuals selected by the Trustees of iRAP, at least two of whom shall be Trustees of iRAP.				
	9.3	The Admission Committee shall determine the format for applying to be a member of iRAP.				
	9.4	Candidates for iRAP membership or iRAP associate membership shall provide to the Admission Committee all such information which the Admission Committee in its absolute discretion considers to be necessary in order to assess whether candidates meet the membership conditions.				
	9.5	The Admission Committee shall examine the compatibility of the candidacy with the conditions set out in these Regulations.				
	9.6	The Admissions Committee must consider the following:				
		9.6.1 The applicant's actual or likely contribution to the purposes of iRAP in the category of iRAP membership applied for;				
		9.6.2 Where appropriate, the technical, financial and communications capability of the applicant;				
		9.6.3 The reputation and general fit of the applicant with the purposes of iRAP, including the values of existing iRAP member and of iRAP generally;				
	9.7	The Admissions Committee shall recommend applicants for iRAP membership or iRAP associate membership only where they are of the clear opinion that the applicant's membership of iRAP will be of overall benefit to iRAP, its objects, the effectiveness of national and regional programmes and motivating the work of iRAP members generally.				
	9.8	The Admission Committee shall make recommendations on admission to iRAP membership or iRAI associate membership to the Board of Trustees of iRAP for approval.				
	9.9	Any individual or organisation refused admission to iRAP membership or iRAP associate membership shall have a right of appeal to a panel of three Trustees of iRAP, none of whom shall have sat on the Admissions Committee which made the original decision in relation to their application for membership of iRAP. The decision of the appeal panel shall be final and binding.				
10 Admission of iRAP Associate Members	10.1	The Trustees of iRAP may invite supporters of iRAP to become iRAP associate members either directly or through representative organisations to affirm their support for the aims and objectives of iRAP.				
11 iRAP membership	11.1	iRAP may charge fees to iRAP members at such levels as shall be determined by the Trustees of iRAP from				

fees			time to t	me (acting in their sole discretion).			
		11.2		all give iRAP members three months' written notice of any introduction of membership fees or change tership fees.			
12	Termination of	12.1	iRAP me	embership and iRAP associate membership is not transferable.			
	iRAP membership and iRAP associate	12.2	The righ	ts of iRAP members and iRAP associate members cease when membership ceases.			
	membership	12.3	iRAP membership and iRAP associate membership is terminated if:				
			12.3.1	The member dies or, if it is an organisation, ceases to exist;			
			12.3.2	The member resigns by written notice to iRAP;			
			12.3.3	Any sum due from the member to iRAP is not paid in full within six months of it falling due, but the member may be reinstated by the Trustees of iRAP on payment of the amount due;			
			12.3.4	The member is removed from membership by a resolution of the Trustees of iRAP that it is in the best interests of iRAP that his or her or its membership is terminated. A resolution to remove a member from membership may only by passed by the Trustees of iRAP if:			
				(a) The member has been given at least 21 days' notice in writing of the meeting of the Trustees of iRAP at which the resolution will be proposed and the reasons why it is to be proposed; and			
				(b) The member or, at the option of the member, the member's representative has been allowed to make representations at the meeting or any written representations which the member has put forward have been considered by the Trustees of iRAP.			
13	Rights of iRAP members	13.1	All iRAF	P members, but not iRAP associate members, will have the following rights by virtue of these ons:			
			13.1.1	To attend and speak at all meetings to which they are invited by iRAP. iRAP shall invite iRAP members to such meetings as it considers (in its absolute discretion) to be relevant to the particular iRAP member taking into account such matters as the iRAP member's class of membership, location, expertise and/or involvement in and/or commitment to the work of iRAP.			

			13.1.2	To put forward to the Trustees of iRAP details of candidates to sit on committees established by the Trustees of iRAP, where such committees are directly relevant to their class of membership.
			13.1.3	Subject to entering into a licence agreement with iRAP in iRAP's standard form, to use the protocols and materials owned and developed by iRAP for uses appropriate to their membership class and provided always that members must only use the protocols to pursue activities which further the charitable objects of iRAP.
		13.2		anisation that is an iRAP member may nominate any person to act as its representative at any to which it is invited by iRAP and the following rules apply:
			13.2.1	The organisation must give written notice to iRAP of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting to which it is invited unless the notice has been received by iRAP. The representative may continue to represent the organisation until written notice to the contrary is received by iRAP.
			13.2.2	Any notice given to iRAP will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. iRAP shall not be required to consider whether the representative has been properly appointed by the organisation.
14 Duties and responsibilities of		14.1	iRAP members shall seek to ensure that they maintain quality standards at least as high as other iRAP members.	
	iRAP members	14.2	As a co	ondition of remaining a member of iRAP, the iRAP members shall fulfil the following duties and ibilities:
			14.2.1	iRAP members shall act in the best interests of iRAP and shall do nothing which prejudices the interest of iRAP.
			14.2.2	iRAP members shall work together with each other in good faith and provide mutual support to one another in all projects which further the charitable objects of iRAP.
			14.2.3	iRAP members shall adhere to the conditions of any licence agreement granted to them by iRAP and, in particular must not make any additions, amendments or alteration to any of iRAP's materials including (without limitation) the protocols and iRAP's logos.
			14.2.4	iRAP members must use RAP Quality Assurance documents and ensure that results are reviewed

				by iRAP prior to any public release or important use.		
materials and iRAP members stapplicable intellectual property riscontribution of contributors to such  14.2.6 iRAP members shall adhere to a within a country and internationally  14.2.7 iRAP members shall use suppliers iRAP has accredited suppliers for			14.2.5	iRAP members shall not take any action to breach the intellectual property rights iRAP owns in its materials and iRAP members shall ensure that iRAP's ownership of copyright and all other applicable intellectual property rights is acknowledged in all relevant materials and that the contribution of contributors to such materials is acknowledged.		
			14.2.6	iRAP members shall adhere to any agreements relating to the management of communications within a country and internationally.		
		14.2.7	iRAP members shall use suppliers accredited by iRAP in relation to those areas of activity in which iRAP has accredited suppliers for work which has been deemed critical by iRAP. iRAP members shall report in good faith to iRAP on the performance of suppliers and identify suitable new suppliers to iRAP.			
		14.3		of any of any of these duties and responsibilities shall provide sufficient grounds for the Trustees of remove an iRAP member from membership pursuant to regulation 9.3.4.		
Responsibilities of registered general supplies RAP Associate		15.1	iRAP associate members do not have the formal rights and responsibilities of iRAP Members but are registered general supporters of the aims and objectives of iRAP.			
			ociate members will at all times act in the best interests of iRAP and will do nothing which prejudices ests of iRAP.			
16	Notices to iRAP	16.1	Notices	and other documents to be served on iRAP members under these regulations may be served:		
	members		16.1.1	by hand;		
			16.1.2	by post;		
			16.1.3	by suitable electronic means; or		
			16.1.4	through publication in any newsletter or journal published by iRAP or on iRAP's website.		
		16.2		address at which a member is entitled to receive notices is the address noted in the register of s (or, if none, the last known address).		
		16.3	Any noti received	ce given in accordance with these regulations is to be treated for all purposes as having been :		

			16.3.1	24 hours after being sent by electronic means, posted on iRAP's website or delivered by hand to the relevant address;
			16.3.2	two clear days after being sent by first class post to that address;
			16.3.3	three clear days after being sent by second class post
			16.3.4	fourteen clear days after being sent by overseas post to that address;
			16.3.5	on the date of publication of a journal containing the notice;
			16.3.6	on being handed to the member or its authorised representative personally; or, if earlier,
			16.3.7	as soon as the member acknowledges actual receipt.
		16.4		cal defect in the giving of notice of which the iRAP members or the Trustees of iRAP are unaware at does not invalidate decisions taken at a meeting.
17	Interpretation	17.1	In these regulations unless the context indicates another meaning:	
			17.1.1	"clear days" in relation to the period of a notice means a period excluding: the day when the notice is given or deemed to be given; and the day for which it is given or on which it is to take effect;
			17.1.2	"electronic means" refers to communications addressed to members by fax, email or similar means of communication;
			17.1.3	"written" or "in writing" refers to a legible document on paper or a document sent by electronic means which is capable of being printed on paper;
			17.1.4	"year" means calendar year.
18	Review and	18.1	The Tru	stees of iRAP shall review these regulations at least every two years.
	amendment of these bye laws	18.2		egulations may be amended by a resolution of the Trustees of iRAP passed by simple majority. A the amended regulations shall be made available to the iRAP members.

By order of the Board:

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Chairman

Dated: 1 March 2011

Reviewed by the Board: 2 September 2010