

Privacy Policy

The Information We Collect From

Time to time, as you utilise the Data Centre Alliance .org website ("the Site") and Services, we will request that you submit/provide certain information to us so that we can serve you better.

Specifically, our sites "Contact Us form and membership application forms require users to give us contact information, demographic information and the nature of your requirement.

Please be aware, however, that you are under no obligation to provide requested information and you can decline to provide any requested information at any time. However, you may not be able to participate in certain activities at the Site if certain information is not provided.

Use and Disclosure of Information

The information you submit to us may be used for the administration and operation of this Site and services and products offered through it, and to market the services available on the Site and from our Suppliers, and for the purposes of registration.

This service is based on shared information; we may disclose your information to participating third parties who will be providing you with quotes or wish to provide you with quotes for products or services directly related to an enquiry you have submitted.

We will retain your data on our systems, and may contact you from time to time regarding other products, services, industry news updates and events.

Third Party Links

This Site may contain links to other websites. We are not responsible for the privacy practices or the content of such other websites. The parties at these linked websites are not under a duty to abide by the Privacy Policy of the Site.

Third Party Participation on Our Web Site

The Site is provided in order to facilitate sharing of information and commerce between website participants. However, we cannot control the way in which our website participants use your information. Please be aware that this Privacy Policy does not apply to information provided to our website participants. The information provided to our website participants will be used by them in accordance with their privacy policy, which may differ from ours.

If you inquire about or participate in a transaction with a third party in one of the marketplaces on the Site, then your identity and information relating to that transaction will be forwarded to such third party.

Security

The Site has security measures in place to protect the loss, misuse and alteration of the information under our control. While we seek to protect your personal information, we cannot ensure or warrant the security of any information you transmit, and you do so at your own risk.

Opt-Out

The Site provides you with the opportunity to opt-out of receiving communications from us about the services available on the Site, at the point where we request information from you. In addition,

you may request that we remove your information from our database in order not to receive future communications or to no longer utilise our service.

You can contact us at enquires@datacentrealliance.org or using the details set out below.

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact us as set out below:

You may at any time request us to make available to you a copy of the personal information held about you. You may change information previously provided to us. You can contact us at the details set out below.

Data Centre Alliance.org

Attn: Customer Service

Address:

Unit 2-3 Mill Court

Mill Lane

Newbury

Berkshire

RG 14 5RE

Tel No: 0845 873 4587

Email: enquires@datacentrealliance.org

DCA Members Code Of Conduct & Rules of Association

1. Introduction

This Code sets out the professional standards required by The Data Centre Alliance as a condition of membership. It applies to members of all grades and also non-members who offer their expertise.

Within this document, the term "relevant authority" is used to identify the person or organisation which has authority over an individual member.

Upon the submission and acceptance of your DCA membership request all relevant authorities including all employees of the relevant authority are bound by the DCA Members Code of conduct as laid out in this document. Upon the submission and acceptance of your DCA membership request all relevant authorities are also bound by the DCA Terms and Conditions of Membership a copy of which can be found via the following link [http://www.data-central.org/?page=DCATCs amendments](http://www.data-central.org/?page=DCATCs%20amendments) to which are subject to change as outlined in clause 5.6

The Code governs your personal conduct as an individual member of the DCA and not the nature of business or ethics of the relevant authority. It will, therefore, be a matter of your exercising your personal judgement in meeting the Code's requirements.

2. The Public Interest

- 2.1. In your professional role you shall have regard for the public health, safety and environment.
- 2.2. This is a general responsibility, which may be governed by legislation, convention or protocol.
- 2.3. If in doubt over the appropriate course of action to take in particular circumstances, you should seek the counsel of a peer or colleague.
- 2.4. You shall have regard to the legitimate rights of third parties.
- 2.5. The term 'Third Party' includes professional colleagues, or possibly competitors, or members of 'the public' who might be affected.
- 2.6. You shall ensure that within your professional field/s you have knowledge and understanding of relevant legislation, regulations and standards, and that you comply with such requirements.
- 2.7. As examples, relevant legislation could, in the UK, include the Public Interest Disclosure Act, Disability Discrimination Act, Data Protection or Privacy legislation, Computer Misuse law, legislation concerned with the export or import of technology, possibly for national security reasons, or law relating to intellectual property. This list is not exhaustive, and you should ensure that you are aware of any legislation relevant to your professional responsibilities.
- 2.8. In the international context, you should be aware of, and understand, the requirements of law specific to the jurisdiction within which you are working, and, where relevant, to supranational legislation such as EU law and regulation. You should seek specialist advice when necessary.
- 2.9. You shall conduct your professional activities without discrimination against clients or colleagues
- 2.10. Grounds of discrimination include, but are not limited to race, colour, ethnic origin, gender, sexual orientation, age and disability
- 2.11. All colleagues have a right to be treated with dignity and respect
- 2.12. You shall reject and shall not make any offer of bribery or inducement.

3. Duty to Relevant Authority

- 3.1. You shall carry out work or study with due care and diligence in accordance with the relevant authority's requirements, and the interests of the DCA. If your professional judgement is overruled, you shall indicate the likely risks and consequences.
- 3.2. The crux of the issue here, familiar to all professionals in whatever field, is the potential conflict between full and committed compliance with the relevant authority's wishes, and the independent and considered exercise of your judgement.
- 3.3. If your judgement is overruled, you are encouraged to seek advice and guidance from a peer or colleague on how best to respond.

3.4. You shall avoid any situation that may give rise to a conflict of interest between you and your relevant authority. You shall make full and immediate disclosure to them if any conflict is likely to occur or be seen by a third party as likely to occur. You shall endeavour to complete work undertaken on time to budget and shall advise the relevant authority as soon as practicable if any overrun is foreseen.

3.5. You shall not disclose or authorise to be disclosed, or use for personal gain or to benefit a third party, confidential information except with the permission of your relevant authority, or at the direction of a court of law.

3.6. You shall not misrepresent or withhold information on the performance of products, systems or services, or take advantage of the lack of relevant knowledge or inexperience of others.

4. Duty to the Profession

4.1. You shall uphold the reputation and good standing of the DCA in particular, and the data centre industry in general, and shall seek to improve professional standards through participation in their development, use and enforcement.

4.2. As a Member of the DCA you also have a wider responsibility to promote public understanding of data centres – their benefits and pitfalls – and, whenever practical, to counter misinformation that brings or could bring the industry into disrepute.

4.3. You should encourage and support fellow members in their professional development and, where possible, provide opportunities for the professional development of new members, particularly student members. Enlightened mutual assistance between professionals furthers the reputation of the profession, and assists individual members.

4.4. You shall act with integrity in your relationships with all members of the DCA and with members of other professions with whom you work in a professional capacity.

4.5. You shall have due regard for the possible consequences of your statements on others.

4.6. You shall not make any public statement in your professional capacity unless you are properly qualified and, where appropriate, authorised to do so. You shall not purport to represent the DCA unless authorised to do so.

4.7. The offering of an opinion in public, holding oneself out to be an expert in the subject in question, is a major personal responsibility and should not be undertaken lightly.

4.8. As a DCA member you may be invited to comment or supply feedback on standards documents. These documents are provided by the DCA in order to solicit expert comment and review from the across DCA Membership. The DCA requires this information is treated as draft, private and strictly not for public domain or re-distribution. Any view expressed by a DCA member should be submitted via the channel the DCA provides and should not be sent directly to the standards body, committee or agency concerned. Failure to adhere to this protocol may result in suspension of DCA membership. Please note the channel provided for collection of views and comments may follow the posting of documents, and therefore may not be immediately available.

4.9. To give an opinion that subsequently proves ill-founded is a disservice to the profession, and to the DCA.

4.10. You shall notify the Association if convicted of a criminal offence or upon becoming bankrupt or disqualified as Company Director.

4.11. This does not apply, in the UK, to convictions spent under the Rehabilitation of Offenders Act 1974, to discharge bankruptcy, or to expire disqualification under the Company Directors Disqualification Act 1986.

4.12. Not all convictions are seen as relevant to membership and each case will be considered individually.

5. Professional Competence and Integrity

5.1. You shall seek to upgrade your professional knowledge and skill, and shall maintain awareness of technological developments, procedures and standards which are relevant to your field, and encourage your subordinates to do likewise.

5.2. You shall not claim any level of competence that you do not possess. You shall only offer to do work or provide a service that is within your professional competence.

5.3. You can self-assess your professional competence for undertaking a particular job or role by asking, for example,

i) am I familiar with the technology involved, or have I worked with similar technology before?

ii) have I successfully completed similar assignments or roles in the past?

iii) can I demonstrate adequate knowledge of the specific business application and requirements successfully to undertake the work?

5.4. In addition to this Code of Conduct, you shall observe whatever clauses you regard as relevant from any other relevant standards, and you shall encourage your colleagues to do likewise.

5.5. You shall accept professional responsibility for your work and for the work of colleagues who are defined in a given context as working under your supervision. Data Centre Alliance reserves the right to terminate any membership at any time without compensation or refund.

5.6. Terms and conditions of Membership, may be revised from time to time and will be notified to Members in writing or notified to all members via electronic means through the member's portal.

6. Rules of Participation and Leadership of DCA: Board of Governors

6.1 DCA Board of Governors: The Purpose of the DCA Board of Governors is to identify the optimum agenda that best serves the DCA membership and the data centre industry. This includes providing strategic policy guidance and setting the objectives of the DCA and advising the DCA staff on action plans for delivering these aims and objectives.

6.2 From time to time, members of the DCA Board of Governors are asked to volunteer to represent the DCA at functions, seminars and conferences. Although there is no obligation and it is accepted that there are no guarantees of availability it is also expected that from time to time individuals will be asked to volunteer tasks that benefit the industry and to promote and represent the DCA's best interests to contacts, colleagues, the public, the commercial world and/or the public sector.

6.2 The term of service for Board of Governors members is 3 years. A member may step down should personal or professional circumstances change, or is obliged to do so if his or her DCA membership lapses. Individuals may re-nominate themselves to stand for a further term if they so wish

6.3 The DCA Board of Governors are elected by the members of the DCA (except the free “registered” membership)

6.4 The organisation of the Board of Governors specific responsibility tasks are democratically approved by the board members at bi-annual Board of Governors meetings or at extraordinary meetings as called by the board.

6.5 Board of Governors nominations and eligibly – Applications can be made at any time from C level or senior management level individuals. Available positions along with a nomination form can be found at <http://www.data-central.org/?page=BoardNomination>

6.6 Nominations should be submitted with a CV that demonstrates expertise, experience and a data centre industry track record. Any DCA Partner level member may apply, those that hold valid “International level” DCA Membership are automatically offered one VP level position.

6.7 The meeting frequency will be Bi-Annual led by Chairman or Vice Chairman – Admin/Secretarial support by DCA staff – meeting time approx 90-120 minutes as required.

6.8 The chairman has the freedom to shape the agenda as he/she feels is appropriate and invite others outside of the Board of Governors if required.

7. Rules of Participation and Leadership of DCA: Steering Committees

7.1 DCA Steering Committees: The modern data centre features a complex and diverse coming together of specialisations of traditional industry disciplines under one critical facility roof. Therefore the purpose of the DCA Technical Council is to capture this wide ranging expertise into a collaborative platform in order to assist with standards development, R&D, best practice, innovation and enabling the next generation to meet the future growth and demands of the industry.

7.2 DCA members are free to request to join the group(s) that relate to their particular interest.

7.3 Each DCA Steering Group is led by a DCA Steering Committee chair who serves a rolling one year term and is elected by the group members. Nominations can be processed annually. If no nominations are received, and the existing DCA Steering Committee chair is happy to continue, then he/she will continue for another year.

7.4 The Steering Committee Chair is encouraged to chair meetings as required with DCA members of the Technical Steering Group he/she is leading to accomplish the following outputs:

- Any recommended proposal or change for review by the Certification Requirements Steering Group (if relevant)
- Any recommendation or contribution to standards development
- Any recommendation or contribution to the R&D agenda

- Any recommendation or contribution to training, skills or education
- Any public statement or update
- Any liaison or collaboration recommendations either within DCA or with other stakeholder groups
- A decision on whether to re-constitute the group for another 12 months

7.5 The output from the meeting/workshop should be collated by the Steering Committee chairperson and posted on www.data-central.org any actions should be disseminated to group members, the wider industry and DCA staff as required.

7.6 The Steering Committee chair is entitled to hold administrative rights to a collaboration “group” on www.data-central.org this enables:

- Ability to create of WYSIWYG style web pages visible to group members and change the homepage layout and content
- Ability to create libraries and file stores
- Ability to bulk email all group members
- Ability to manage a group calendar, forum and blog
- Ability to approve and remove members of the group

7.7 The DCA Steering Committee chair may request that other members of the group be granted Group Administrator rights by contacting DCA staff.

7.8 The Chair of the committee can send requests to DCA staff for any assistance in co-ordinating meetings, making changes to online content, adding/removing members etc.

7.9 The DCA has access to meeting room & office facilities within the universities and institutions, the committee chair may request these facilities for steering committee activities (subject to availability), by contacting DCA staff.

8. DCA Accreditation Board

8.1 The main function of the DCA Accreditation Board is to provide management governance to the DCA Certifications Scheme and approval services under the DCA Certification Scheme. The board comprises of individuals who are free of any, whether real or perceived, conflicts of interest with data centre industry vendors, owners, auditors and/or operators.

8.2 Members of the DCA Accreditation Board must sign a “declaration of Interests” to be kept on file by DCA staff. It is the responsibility of the member to advise the DCA in writing of any changes that may affect either their ability (or a public perception of) to carry out their DCA Accreditation Board role independently and free of conflict of interest.

8.3 Accreditation board members are authorised to recommend and vote on awards of DCA certifications of data centre facilities and also the DCA approval of auditors who wish to participate under the scheme. Accreditation board members are requested to volunteer to assist with development work of the DCA Certifications free-of-charge. However Accreditation Board members

may be eligible for payment by the DCA for Certification work against valid purchase orders received by the DCA in accordance with the rules of the scheme.

8.5 Individuals who wish to join the board must be nominated by DCA staff and approved by the DCA Board of Governors or their nominated representatives.

8.6 Members may apply to become Accreditation Board members by sending an email with an accompanying CV to info@datacentrealliance.org

8.7 The Accreditation Board may make representations to the DCA Board of Governors or any other DCA Committees by contacting DCA Staff.

8.8 The term of office of DCA Accreditation Board members along with details of the contractual relationship are detailed within the rules of the DCA Certification Scheme.

DCA Terms and Conditions of Membership

1. Terms and Conditions: "the DCA" means Data Centre Alliance Limited (Company Reg. No. 118442328 and the "Member" (which expressions shall include any principal on whose behalf the joining form is completed) means the person, firm, company or organisation on whose behalf they are acting or purporting to act as set out on the joining form.

2. The following terms and Conditions relate to the following DCA "Member" types:

Individual Member (Associate Member)

Corporate Member Organisations (Member)

Corporate Partner Organisations (Full Partner)

International Partners Organisations

3. The Member agrees to pay the DCA the annual membership dues in advance set out in this Membership Agreement.

4. By submitting the Application form to join the DCA the Member is agreeing to the Terms and Conditions of membership which is subject to an annual subscription fee in line with the membership type/level selected; The first years membership fees become due immediately upon application in-line with the DCA standard payment terms detailed in clause 10. No refunds are available once an application is submitted and the member will be liable for the full annual membership fee. Failure to pay dues will be deemed as a breach of contract under these Terms and Conditions.

5. Members annual subscription is automatically renewed and is due upon the Members anniversary date unless notice is served. Notice may to be served by the Member in writing and acknowledged by the DCA. A minimum of ONE months' notice is required prior to the date of the Members anniversary/renewal date. If no written notice is received within a minimum of ONE months' prior to the date of the Members anniversary/renewal date the proceeding year's membership dues will be charged and will be due for payment in full with no option of refund.

6. By joining the DCA the member is agreeing to these terms and conditions and this agreement constitutes a legally binding contract between the DCA and the Member, the conditions of Membership are outlined in these terms and conditions and Members are bound by the DCA members Code of Conduct, amendments to which are subject to change as outlined in clause 13 <http://www.datacentrealliance.org/members-code.php>
7. Upon joining the DCA the member will receive an invoice covering the annual subscription fees due, which are paid in advance. Payment can be made either by bank transfer or by cheque. At this point in time payment by direct debit or credit card cannot be accepted.
8. New members and existing members who have been renewed in line with clause 5 are required to make full payment upon receipt of an invoice. Under this agreement unless prior written agreement has been sort the member may not withhold any payment after the final payment due date (see clause 10).
9. The Member shall have their membership suspended and pay interest on all amounts remaining unpaid after the final payment due date at the statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Member shall pay all debt collection dues (including legal fees) and costs whatsoever incurred by the DCA in collecting the dues. All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Member to the DCA at the prevailing rate.
10. The DCA's standard payment terms are 15 working days from date of invoice. Membership dues not received within 15 days of becoming due will result in membership being considered lapsed and as a result the DCA reserves the right to suspend all services pending payment. However, the annual membership charges will continue to be due, together with interest at 2% above the Bank of England's base rate.
11. No Pro-rata refunds will be made if cancellation notice is received in writing during any previous annual membership term.
12. Membership dues may be revised periodically and will be notified to Members in writing or notified to all members via electronic means through the member's portal.
13. Terms and conditions of Membership, may be revised from time to time and will be notified to Members in writing or notified to all members via electronic means through the member's portal.
14. Payment for applications from companies with non-EU mailing addresses may be subject to additional bank handling surcharges.
15. Membership is intended for the named Member organisation only or in the case of individual membership in the name of the assigned person.
16. In agreeing to become a Member, the Member consents to data relating to them – to the extent that it is not publicly available – being held on the DCA's computers.
17. Orders placed with the DCA shall constitute a contract when the Member either submits an on-line application, submits a hard copy application form, signs an order or confirms their acceptance by email.

18. The DCA may terminate this agreement at any time giving 28 days' notice to the Member, the DCA will provide full details of the reason for termination and the Member has the right to appeal in writing to the DCA Board of Governors.
19. The DCA will clearly state online and in related literature what the dues cover for the various membership levels <http://www.datacentrealliance.org/membership.php>
20. Benefits of membership are outlined on <http://www.datacentrealliance.org/membership.php>
21. The Member gives consent to the DCA to carry out a credit check on the partners and directors of the organisation at the DCA's discretion. The credit search will be recorded by the credit agency appointed by the Data Centre Alliance Ltd to conduct any credit investigations, and may be disclosed to subsequent enquirers.
22. In the first instance all enquiries shall be directed to member.services@datacentrealliance.org
23. Members have licence to only display the correct DCA Member Logo badge which relates to their specific member type on their DCA website and corresponding marketing literature. The Member shall not, without the DCA prior written agreement, provide to any third party the Member logo which relates to their member type.
24. Members who serve notice or who have had their membership suspended can no longer display the corresponding Membership Badge or any content pertaining to their membership of the DCA on their Website or within any marketing material. All related content will need to be removed with immediate effect.
25. The DCA may reproduce for reasonable publicity purposes any photographs taken and drawings prepared by it in the performance of the Membership Services. The Member will consult with the DCA when issuing publicity which concerns the Membership Services. The DCA shall not use any information that the Member has stated in writing to be confidential.
26. The DCA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the cost of the Membership Services supplied under the Agreement; and the DCA shall not be liable to the Member for any indirect or consequential loss or damage (whether for loss of profit, loss of business, loss of revenue, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement. Nothing in these conditions excludes or limits the DCA's liability for fraudulent misrepresentation or for death or personal injury caused by the DCA's negligence.
27. The Member warrants and represents to the DCA that it has and will continue to provide accurate and up to date data to the DCA which the DCA can rely upon.
28. Any data provided is solely for the use of the Member it was provided to (either under membership of the DCA or through any specific consultancy activities provided by the DCA). This data cannot be sold, re-sold or circulated to other organisations, private bodies or individuals not directly employed by the Member unless prior agreement has been sought from the DCA.
29. Any data provided by the DCA is updated regularly and the figures are subject to change from the original date of publication.

30. Contract between the Member and the DCA shall be covered by English Law and the Member and the DCA submits to the exclusive jurisdiction of the English courts.

DCA doc 23354-V4 dated 2013