



# Membership Contract

This contract is the legal proof of partnership between Alliance for Rural Electrification (from here onwards ARE) and the applying organisation for the agreed duration.

**WE, THE ORGANISATION/COMPANY, MENTIONED BELOW HEREBY APPLY TO BECOME A MEMBER OF ALLIANCE FOR RURAL ELECTRIFICATION AISBL**

ARE Member Organisation / Company Information				
<b>Organisation / Company name:</b> <i>(only the HQ are eligible to apply for ARE Membership)</i>				
<b>Name of parent organisation</b> <i>(if applicable):</i>				
<b>Marketing name to be used in all ARE marketing &amp; communication materials</b> <i>(if different from organisation name):</i>				
<b>Legal status of company:</b>				
<b>Full address:</b>				
<b>Company registration number:</b>				
<b>Company VAT number:</b>				
<b>Website:</b>				
<b>Date of establishment:</b>				
<b>Annual Turnover</b> <i>(in EUR):</i>				
<b>Total no.of staff in your company/organisation:</b>	<b>1-10</b>	<b>11-100</b>	<b>101-500</b>	<b>Above 500</b>

Contact Information				
<b>Company Representative</b>				
<b>First Name</b>	<b>Last Name</b>	<b>Position</b>	<b>Phone</b>	<b>Email</b>
<b>Billing contact</b> <i>(if different from Company representative)</i>				
<b>First Name</b>	<b>Last Name</b>	<b>Position</b>	<b>Phone</b>	<b>Email</b>
<b>Other Contacts</b> <i>(add your colleagues who will also receive ARE related communications e.g. Business Development, Communications &amp; Marketing, Advocacy representatives)</i>				
<b>First Name</b>	<b>Last Name</b>	<b>Position</b>	<b>Phone</b>	<b>Email</b>

Organisation Description (max 150 words)



Membership Category and Fee			
Type of Membership	Annual Turnover (EUR)	Annual Fee (EUR)	Please Tick
<b>Ordinary Members</b> (All Businesses)	Start-up	763.58	
	Individual member	763.58	
	Below 1 million	1,527.15	
	1 million – 5 million	3,563.35	
	5 million – 15 million	7,126.70	
	15 million – 30 million	10,181.00	
	Above 30 million	15,271.50	
	Leading Member (optional and open to all)	30,543.00	
<b>Associate Member</b> (All Non-Profit Organisations)	1 - 10 staff	1,527.15	
	11 - 100 staff	3,563.35	
	101 - 500 staff	7,635.75	
	Above 500 staff	15,271.50	
	Leading Member (optional and open to all)	30,543.00	

## ARE Terms & Conditions

- Membership is automatically renewed for the following year unless termination notice is received by 30 September of any given year (see [ARE Articles of Association, Article 8](#));
- To handle administration for new Members, ARE charges a EUR 250 administrative fee;
- Start-up special rate is reserved for companies **not older than two years** and with an annual turnover of < EUR 1 million. Valid only for the first year of Membership and will automatically be upgraded to Ordinary Member category based on their annual turnover from the second year of Membership onwards;
- ARE Membership runs per calendar year from 1 January to 31 December;
- Individual Member: for individuals not representing an organisation, in exceptional cases;
- Membership fee subject to automatic annual indexation of 1.81%;
- Associate Members shall have no voting rights or the possibility of being elected to the governing bodies of the Association (see [ARE Articles of Association, Article 4](#));
- All prices exclude VAT where applicable; and
- ARE Privacy Policy applies.

## Declaration and Signature

I declare that I have read the ARE Terms & Conditions and agree to pay the Membership fee specified above and abide by the [ARE Articles of Association](#) of the Alliance for Rural Electrification.

Name of person signing:

Position of person signing:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



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Type of organisation	Expertise	Business model
Academia / Research Institute	(D)ESCO	ABC model
Association	Advocacy	(D)ESCO
Consultancy	Capacity Building	Build Operate Transfer (BOT)
Corporate Firm	Consultancy	Build Own Operate Transfer (BOOT)
Crowdfunding	Engineering	Commercial & Industrial Use (C&I)
Development & EPC & OM Contractor	Finance & Investment	Community based
Development Organisation	Law & Legislation	Dealer
Finance Institution	Manufacturer	Fee-for-service
Foundation	Operation & Maintenance	Financier
Government Agency	Prepaid Metering	Hybrid
Microfinance Institution	Product Sales	Installer
Non-governmental Organisation (NGO)	Project Developer	License
Non-profit Organisation	Project Management	Manufacturer
Renewable Energy Solution Provider	Research Academia	NGO / philanthropy
Small or Medium-size Enterprise	Service Provider	Operation & Maintenance
Technology Provider	Supply & Construction	Pay-as-you-go
Other (please specify)	Technology Provider	Pay-to-own
	Transportation / Mobility	Productive Use of Renewable Energy: Agriculture , Water , E-mobility Health , Mining , Connectivity/telecom
	Utility – Energy Sector	
	Waste Management	
	Women Empowerment	
	Other (please specify)	Software as a Service (SaaS)
		Other (please specify)

Type of systems and technologies			
	Grid connected	Mini-grids / Microgrids	Stand-alone systems
Solar PV			
Hydro			
Wind			
Bioenergy			
Energy storage			
Inverters/power components			
Hydrogen			
Other (please specify)			

Area of activity	Activities per continent, region & country	
	List regions you are active in	List countries you are active in
Urban		
Peri-urban		
Rural		
Islands		

What made you to apply for ARE Membership?	Which ARE services do you see most value in?
ARE Secretariat	Knowledge & Intelligence (Research, Publications)
Board of Directors	Influencing Policy & Advocacy
ARE Website	Private Sector Cooperation & B2B Matchmaking
ARE Newsletter	Business Development & Contacts
ARE Member (please specify)	Access to Finance & Funding
Business partner (please specify)	Business Promotion & Marketing
News, press release or article (please specify)	Events & Networking
Event (please specify)	Capacity Building
Other (please specify)	Other (please specify)



## ARE Privacy Policy

### 1. General

- 1.1. This is the privacy policy of Alliance for Rural Electrification AISBL, a non-profit association with registered offices in Belgium at 1040 Brussels, Rue d'Arlon 63-67, registered in the Crossroads Bank for Enterprises under number 0883.277.545 (hereafter: "ARE"). ARE acts as the controller of your personal data, which it can obtain (i) directly from you, or (ii) indirectly through third parties, such as your employer, your organisation, subcontractors, its partners or its contracting parties.
- 1.2. Established in 2006, ARE is the only global business association that represents the whole decentralised renewable energy (DRE) sector for rural electrification in developing and emerging countries.
- 1.3. ARE can at any moment modify this privacy policy. We therefore encourage Members to consult regularly for updates.

### 2. Legal framework

- 2.1. This privacy policy is subject to privacy legislation, i.e.:
  - 2.1.1. the Belgian Data Protection Act of 8th December 1992 on the protection of privacy in relation to the processing of personal data (as amended) (the "Privacy Act"); and/or
  - 2.1.2. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"); and/or
  - 2.1.3. All other applicable legislation regarding the protection of privacy and the processing of personal data;
  - 2.1.4. ARE's server and hosting is managed by [Dreamhost](#).

### 3. Data collection and management

- 3.1. To optimise the experience for users of our website and ARE members, we use the following sections and third-party services to collect data from our visitors and members.
  - 3.1.1. **Google Analytics:** We use Google Analytics to collect anonymised data from website visitors to learn how visitors use different sections of ARE's online presence. The data collected is anonymous and cannot be traced back to individual visitors. You can read more about Google's privacy policy [here](#). You can opt out of Google Analytics by installing the [browser plugin](#) provided by Google.
  - 3.1.2. **Member-only section:** ARE members can request access to a member-only section of the ARE website. If you want to change or delete your ARE website account, contact the Director of Communications & Marketing, Ling Ng ([Ling@ruralelec.org](mailto:Ling@ruralelec.org)).
  - 3.1.3. **ARE Membership Application:** Organisations that would like to become ARE members can download and complete the membership form. The data provided by organisations will be used to determine if the applicant is eligible for ARE membership, ARE's internal mailing list and the organisation's profile on the ARE website.
  - 3.1.4. **ARE Member profile update:** Existing ARE Members will be invited to update their business profiles on ARE website directly. In case of questions regarding what kind of data we store about your organisation, alter or delete the data altogether, contact the Director of Communications & Marketing, Ling Ng ([Ling@ruralelec.org](mailto:Ling@ruralelec.org)).
  - 3.1.5. **ARE Newsletter:** We use an embedded form to allow website visitors to subscribe to our [newsletter](#). ARE uses Constant Contact for its email marketing purposes. You can unsubscribe from the ARE Newsletter by clicking on the unsubscribe link at the bottom of one of the previous editions. The privacy policy of Constant Contact can be accessed [here](#).
  - 3.1.6. **Registration Forms for ARE Events:** ARE can process personal data in accordance with the EU GDPR, in order to:
    - achieve the purpose and exercise its activities;
    - provide direct marketing regarding its activities such as updates, newsletters, emails, marketing materials, invitations to events such as conferences, latest DRE news, exhibitions and webinars;
    - execute the contract(s) that have been concluded with you or your employer or organisation you are a member of
    - prospect new partners and members;
    - better understand your needs and preferences in order to adjust its services hereto;
    - acquire statistical data; and
    - inform third parties.
  - 3.1.7. **Data storage period:** ARE stores the personal data for as long as is necessary to achieve the purpose.

### 4. Personal data

- 4.1. The personal data ARE can process are, i.e.: first name, name, address, email address, phone number, birth date, birthplace, profession, and function within your organisation.

- 4.2. By agreeing to this privacy policy, you guarantee that the personal data you have provided, are complete and correct.
- 4.3. By agreeing to this privacy policy, partners that provide personal data of third parties (e.g. their employees, members, board members, staff, subcontractors, and contracting parties) to ARE guarantee that (i) these personal data are lawfully obtained and (ii) that the partner is authorised to transfer these personal data to ARE. These partners will comply with the Privacy Legislation. These partners will indemnify ARE against, hold ARE harmless against and shall compensate ARE for all claims that would result from non-compliance with the abovementioned guarantees and Privacy Legislation.

### 5. Transfer of personal data to third parties

- 5.1. ARE guarantees it does not transfer your personal data to third parties, unless:
  - 5.1.1. There is a legal obligation to transfer the personal data;
  - 5.1.2. To its partners (e.g. subcontractors, partners or contracting parties) for the achievement of the Purpose; and
  - 5.1.3. ARE has a legitimate interest to do so.
- 5.2. Third parties to whom ARE may, or is obliged to, transfer personal data on the basis of the above categories, can be located within or outside the European Union. The personal data may thus be transferred to companies or authorities of non-EU countries. ARE cannot be held responsible regarding the transfer of personal data and cannot be liable for the further processing of the personal data by third parties.

### 6. Your rights

- 6.1. The Privacy Legislation provides you with a number of rights in relation to your personal data. You have the right, free of charge:
  - 6.1.1. to have access to and receive a copy of your personal data;
  - 6.1.2. to have your personal data corrected in case errors would occur;
  - 6.1.3. to have your personal data erased in case:
    - your personal data are no longer necessary to achieve the Purpose;
    - you withdraw your consent and there is no other legal ground for the processing of the personal data;
    - you object to the processing of the personal data and there is no other legal ground for the processing of the personal data;
    - the personal data have been unlawfully processed;
    - there is a legal obligation to erase the personal data;
  - 6.1.4. to have the processing of your personal data restricted;
  - 6.1.5. to have your personal data transferred to a third party;
  - 6.1.6. to object against the processing of your personal data, in particular the processing in light of direct marketing purposes;
  - 6.1.7. to withdraw your consent pursuant to which ARE is allowed to process your personal data;
  - 6.1.8. to lodge a complaint with the Commission for the Protection of Privacy ("Privacy Commission") if you are of the opinion that the processing of your personal data breaches the Privacy Legislation

### 7. Security

- 7.1. ARE commits to take (or have) all reasonable measures (taken) to its best ability to safeguard the protection of the personal data through technical safety measures and an appropriate safety policy for its employees. The personal data are stored with ARE, or, if applicable, with the processor of the personal data on servers located on [Dreamhost](#). You acknowledge and accept that the transfer and storage of personal data is never without risk and consequently, the damage that you may suffer from the unlawful use of your personal data by third parties can never be collected from ARE.

### 8. Liability

- 8.1. ARE can solely be held accountable for damages which directly result from the processing of your personal data due to a fault or negligence of ARE. In any event, ARE cannot be held liable: (i) in circumstances of force majeure and/or (ii) for any indirect or consequential damage and/or (iii) for damages that result from errors, faults or negligence by you or third parties. ARE's liability cannot exceed EUR 1,000 (thousand euro) for breaches regarding this privacy policy and/or Privacy Legislation.

### 9. Severability

- 9.1. If any provision in this privacy policy is deemed to be unlawful or unenforceable, that provision shall be amended by ARE and yourself insofar as necessary in order to make it lawful or enforceable, while retaining the meaning of ARE and yourself with respect to that provision as much as possible.
- 9.2. Whenever possible, the provisions of this privacy policy shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this privacy policy are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this privacy policy shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein.

### 10. Governing law and jurisdiction

- 10.1. You agree that all disputes between you and ARE regarding personal data and privacy issues, are exclusively subject to Belgian law, excluding any conflict of law principles.
- 10.2. Every dispute, particularly regarding personal data and privacy issues, belongs to the exclusive jurisdiction of the courts of Brussels, Belgium.

\*Last update: 12 December 2021