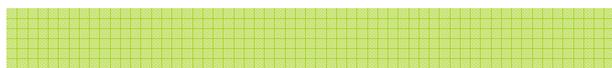




CHARTE  
DÉONTOLOGIQUE

'eTIC' code of conduct  
(trademark)

**English Translation of the french original text (that is the only official version)**  
**VERSION N° 5, adopted by the Supervisory Board on 12/4/2011**





## Preamble

The Information and Communication Technology (I.C.T.) industry is often unfamiliar territory to the businesses and organisations likely to use these technologies. This unfamiliarity not only relates to what these technologies actually involve but also to the method of operation adopted by these experts. In addition, a wide number of service providers have joined the market in recent years, thereby proportionately raising the confusion that exists among potential users. This situation engenders a certain degree of mistrust towards the sector as a whole, which individually reflects on each of the service providers, in a way that is often wholly unassociated with the quality of the service they bring or their actual technical competence.

The aim of this Code of Conduct is to provide the service providers and their potential customers alike with an express **protocol** that very precisely sets out the rules of conduct which the supplier-signatories voluntarily undertake to comply with in the context of their business relationships. This undertaking is materialised in the right to use the deposited collective 'eTIC' trademark by the Code signatories (I.C.T. industry suppliers). The Code is aimed at establishing customer-supplier relationships built on quality and in accordance with clearly described terms and conditions. The Code also aims to provide the supplier-signatories, through their adoption of the Code, a commercial tool and a competitive advantage through their commitment to a professional code of conduct in terms of the quality of the way in which the customer is approached, in terms of the way his needs and requirements are handled and duly satisfied, and in terms of the way any problems are managed and settled.



## The scope of the Code

The 'eTIC' trademark covers the whole of the Benelux, although the actual operational territory is currently composed of Belgium and the Grand Duchy of Luxembourg.

The Code of Conduct applies to the whole of the commercial and contractual relations that have been negotiated between a customer and a supplier operating in the Information and Communication Technology sector.

However, it applies only if the contract award procedure chosen by the customer does not allow for bilateral negotiations or fails to take into account a 'commitments regarding the quality of the contractual relation' type of criterion (e.g., awarding of contracts or calls for tenders that fail to consider such a criterion).

For the purpose of the present Code of Conduct, the term **commercial and contractual relations** is understood to describe all exchanges between the supplier and his customer: advice, documentation, correspondence, tenders, contracts.

**The customers** affected are all SMEs, self-employed workers, not-for-profit organisations and public institutions that use I.C.T. and that have their registered office (or an operations site) situated in the operational territory of the Code. This Code does not relate to private consumers (non-professional users), large companies (with over 250 staff) or multinational corporations.

**The suppliers** affected by this Code are the legal and natural persons who, regardless of size, operate and trade in the I.C.T. industry inside the operational territory of competence of the Code.

For the purpose of the present Code of Conduct, the term **I.C.T. industry** is understood to describe all supplies of a material or immaterial nature as well as the provision of services. Without purporting to be exhaustive, this extends to include activities associated with the building or hosting of websites, the supply of content, the building or management of IT networks, the sale, maintenance or repair of IT equipment ('hardware'), the writing, upgrading, customisation of software, advice, ...



## The clauses of the Code of Conduct

The Code serves as a code of good conduct aimed at professionalising the management of the customer relationship in the field of I.C.T. The voluntary signatories-suppliers are bound by the clauses set out below and have confirmed they hereby undertake to act in compliance with said clauses to the benefit of their patrons. In doing so, they shall act in accordance with the spirit and the letter of these clauses. In the event a problem or a legal dispute should arise relating to the execution of the contract, they shall adopt a conciliatory attitude. They will place a premium on customer satisfaction and on bringing the contract to a favourable conclusion in observance of delivery deadlines that do not compromise the project in the way the customer signed up to. If a legal dispute should emerge, they will endeavour to seek recourse to mediation before instigating legal proceedings with the courts.

### 1 • Service adapted to the customer

**It is incumbent on the supplier to propose and furnish the goods or services in a way that matches the needs and requirements of the customer, which the latter is to clearly express and specify (current requirements and foreseeable developments in this respect).**

If the needs and requirements expressed by the customer are not clear, sufficiently complete or directly usable, it is for the supplier to assist the customer in expressing his needs and requirements as well as the foreseeable development thereof, through the most appropriate means available and in observance of the terms and conditions to be agreed.

During the course of the project elaboration, the supplier will check with his customer and at regular intervals the continued match between the products/services provided and the needs and requirements as expressed.

### 2 • Scope of the project

**The scope of the project is to be clearly defined, the limits and exclusions are to be specified accordingly.**



**The offer or the contract are to expressly specify the nature and substance of the project in terms of supplies and deliverables. Any exclusions and options are to be clearly specified.**

The service to be provided and the supplies to be delivered at the charge of the customer are to be listed, specifying the delivery date or time of service provision.

If a product to be delivered or a service to be provided to the customer is critical in terms of timing, the offer or the contract is to mention such criticality.

### **3 • Cost control and lead time management**

**The customer must be advised of the overall budget and the lead times necessary for the service provider to satisfy his needs and requirements as expressed. Prices are to be specified clearly and unambiguously.**

**The supplier is to clearly indicate the non-recurrent costs and the recurrent costs, as well as the length of time during which said costs will apply.**

The supplier shall defray any recurrent costs involved in the products or services supplied by him if said costs have not been specified in the offer or in the contract.

All price changes charged during the course of the contract are to be specified ahead of time, alongside the formula adopted to determine said price changes.

If, during the course of the project, authorisations on the part of the customer are required, this is to be specified ahead of time, together with an indication of response times.

### **4 • Responsibilities**

**The supplier shall be responsible for the proper execution of the contract by his staff or by his subcontractors, if applicable. The supplier is to make sure he has any intermediate deliverables duly validated by the customer on a regular basis.**

The customer in turn is responsible for specifying his current needs and requirements and their foreseeable development. It is for him to communicate to his supplier all changes to his needs and requirements during the course of the contract. Finally, it is



also for the customer to act in compliance with the contractual obligations incumbent upon him.

## 5 • Available resources

**The supplier is to inform his customer of the available resources brought to bear by and the qualifications held by him and his subcontractors, if any, to accomplish the project.**

The supplier is to clearly inform the customer of the part of the contract he is intending to outsource.

The supplier (Prime contractor) shall retain full liability for the project as a whole, including for any components that are outsourced.

## 6 • Sustainability or transferability of the solution or service

**The supplier is to inform the customer of the measures he is putting in place to protect the latter against the disappearance of the supplier or one of the subcontractors or the non follow-up of the solution sold.**

Within the context of an intellectual work, the supplier undertakes to deliver the work accomplished at every significant progress milestone of the project, unless if said measure would be in contravention of the protection of his intellectual property rights. The supplier shall hand over the source codes of the project being executed either to the customer himself, or to a trusted third party (such as a notary public).

## 7 • Intellectual property rights

Within the context of the present Code, the supplier undertakes, as soon as the offer has been submitted, to supply the customer with transparent and explicit information relating to the intellectual property rights and on the rights relating to the protection of data, notably by spelling out to the customer which intellectual property rights will be assigned and which rights will not be assigned to him, with separate details for the other deliverables, the custom-built deliverables or those that were adapted on behalf of the customer, so as to make the latter fully and unambiguously aware what he will have property rights over. Any terms and conditions and limits of such transfers shall be laid



down in writing in the main contract or in an 'intellectual property' agreement that will be added to the main contract as an annexe.

In addition, the suppliers are free to commit to the 'eTIC - **métiers**' code of conduct on a voluntary basis. These are considered as standing in supplement to the undertakings set out above for those who signed up to these clauses. They shall be governed by the same scheme, unless otherwise stated.

## The supplementary professional ethics undertakings for 'natural Search Engine Optimisation' assignments

One of these supplementary undertakings, relating to 'natural Search Engine Optimisation' assignments, has now become standard further to a decision by the Supervisory Board (involving the consultation of the Code signatories), after 24 months of having been launched on a voluntary acceptance basis (over 30 signatories).

Since 1/7/2010, these supplementary professional ethics undertakings have been made mandatory for all eTIC Code signatories who include natural Search Engine Optimisation assignments as part of their offers to the patrons intended by the eTIC Code (even if these are assignments that are not performed on a regular basis or that are accessory under the terms of the contract, and even in cases where the assignments are outsourced).

These undertakings had been established further to two findings:

1. The customer-SMEs lack pertinent information about the way natural Search Engine Optimisation works as well as about the risks involved in inappropriately "boosting" rankings;
2. The, thankfully marginal, persistence of unprofessional practices in the area of SEO, threatening to discredit this line of business. The aim of the eTIC Code is to banish such unprofessional practices as unethical.



## 1 • Strengthening good communication commitments with prospects

### 1. The supplier undertakes, ahead of the contract being concluded, to explain:

- the conditions necessary for a web page to be listed in the search engine(s) intended,
- the principal elements that influence the ranking in the search engine(s) intended,
- the risks involved in practices aimed at misleading these search engines (spamdexing) to artificially obtain a better ranking.

**The supplier shall provide the prospect with a document that summarises his explanations and that also contains the list of unprofessional practices below.**

### 2. The supplier undertakes to establish, in concert with his prospect, a best endeavours obligation to arrive at the best positions, taking into account the site involved, and the customer's reputation and his ambitions.

The supplier shall notify the prospect from the very outset if, for technical reasons or due to the competitive context of the sector concerned, a correct ranking is unrealistic, or if a supplementary effort might bring significant ramifications compared against the site's current ranking.

### 3. The supplier undertakes to include in his offer services involving the analysis of the exact geographical whereabouts of site visitors and the nature of the traffic before and after his efforts, in accordance with a frequency and terms and conditions to be agreed in the contract, with a view to providing the customer with a tool to measure the impact over time of the service provided and to enable him to optimise / adapt later efforts. If no offer as such is submitted, the supplier shall draw the customer's attention to the fact that this option is available to him, and do so before the assignment gets underway.



4. **Before the start of the assignment, the supplier shall provide the customer with a document** (or advise the customer in writing that such a document will be made available to him on simple request) **which clearly and accurately sets out his working methods:** technologies implemented, optimisation methods, ranking procedures, etc.

The supplier is free to put in place the method of his choice to rank the websites of his customers, provided this method is in compliance with the provisions of the present document.

5. **If it should appear that the supplier has engaged in practices that have been banished as unethical, he shall be required to reimburse in full all services he has provided in the area of SEO.**

In addition, if his services have resulted in the blacklisting of the customer's website(s), and unless he is able to demonstrate that alien interventions to this/these website(s) that were conducted after the time he was providing his services to the customer are at the root thereof, the supplier undertakes, with due haste and at his own expense, to put in place the necessary steps for the website(s) to be effectively re-indexed by the search engine(s) involved.

6. **If the rules or practices of the search engine change within 6 months following the services provided by the supplier and are threatening to result in the customer's website(s) being blacklisted, it is incumbent on the supplier to notify his customer thereof to enable the latter to take a decision in timely fashion.**

7. **When the contract is established, the supplier is to confirm to the customer in writing that he shall assign the intellectual property rights relating to the ranking services provided** (such as key word analyses, copywriting, ...) and provide the customer with all elements relating to the work performed within the context of the ranking services so as to enable the latter to switch service providers in the event he was not satisfied with the service rendered. These transfers shall be made to occur automatically as soon as the customer has remitted payment of the services provided, unless expressly agreed otherwise between the 2 parties.



## 2 • The banishment of practices considered to be professionally unethical

### **The supplier shall refrain from:**

1. engaging in practices that prejudice human rights or intellectual property rights, or that harm the ranking of competitors;
2. promising (guaranteeing) ranking results confined to one application and one search engine, and in a broader sense promising results that cannot be delivered or that cannot be verified by the customer. He undertakes to bring to bear a best endeavours obligation;
3. all variances in terms of the general terms of use of the targeted search engines. He shall refrain from making automatic page submissions and from all practices decreed as 'spamdexing' by the search engines (see for instance <http://www.google.com/webmasters/guidelines.html>);
4. posting content that is not exactly identical to search engines and surfers alike (the latter may not be deceived as to the pertinence of the search results obtained);
5. unduly polluting the search engines' databases (for instance: through duplicate pages, pages showing content that is different to surfers or redirecting them to another page, pages created on the fly without any thought, etc.);
6. optimising a website under a domain name that does not belong to the customer (unless he is expressly asked to do so by the latter);
7. putting in links to his website from the customer's website, whether visibly or invisibly (unless this has been clearly stipulated under the terms of the contract signed between the two parties);
8. posting contextual advertising by giving the impression that the posting thereof is the result of his natural Search Engine Optimisation services;
9. not assigning to his customers the intellectual property rights relating to the ranking services;
10. evading his liability vis-à-vis the customer on the grounds of possibly having used subcontractors.



## Registration process and advertising

The award of the right to the suppliers to use the collective 'eTIC' trademark as deposited in the Benelux is subject to the written and unreserved acceptance of the clauses of this Code of Conduct, the acceptance of advertising on all newly created commercial documents and the acknowledgement of the authority of the 'eTIC' Committee and the Supervisory Board of the brand to arbitrate in disputes as well as to adapt the Code (see Regulations and procedures).

A dedicated logo has been created to signal the fact that a supplier is a signatory of this Code. This logo may be used only for this purpose.

The suppliers shall act to avoid any confusion regarding the logo with respect to quality hallmarks (of the services), the certification of a website on the basis of a regulation or standard, or a professional recognition of the supplier awarded by a public authority.

The list of registered suppliers shall be available to be consulted at all times at <http://www.charte-etic.be>

The withdrawal of the right to use the 'eTIC' trademark shall either be made to occur voluntarily by the supplier, or by the eTIC Committee further to findings of non-observance of the Code.

The supplier-signatory undertakes to state the fact that 'the supplier is a signatory of the eTIC Code of Conduct' which is available to be consulted at <http://www.charte-etic.be>, on all new commercial documents (sales documentation, offers and contracts) used within the context of I.C.T. assignments taken on in observance of this Code. Any breaches of the Code may be signalled to the e-mail address [complaint@charte-etic.be](mailto:complaint@charte-etic.be).

To his hardcopy (paper) offers, the supplier-signatory is to add an 'eTIC' folder that sets out the Code. In his electronic offers, he is to include the hyperlink to the electronic version of the folder.

The supplier is to state the same information on his website, displaying the logo and the active hyperlink to the [www.charte-etic.be](http://www.charte-etic.be) website. On the website, this hyperlink is to be replaced by the personalised digital seal assigned to the supplier once he has been provided therewith.

This advertising obligation shall not apply to the assignments that are not taken on in observance of the Code:



1. prospects that neither have their registered office nor an operations site situated within the operational territory of competence of the Code (Belgium or the Grand Duchy of Luxembourg);
2. prospects in the private sector that are neither SMEs nor self-employed workers;
3. public procurement contracts that are awarded subject to tendering procedures (cheapest bidder system);

The suppliers who have not signed this Code or who have been penalised with a suspension or a withdrawal have no right to use the collective 'eTIC' trademark deposited in the Benelux, or the corresponding logo. They shall cease to use this brand with immediate effect.

Failure to comply therewith shall see the suppliers liable to prosecution on the grounds of forgery of a registered trademark.

## Complaints management

A special complaints assessment committee (eTIC Committee) has been set up to examine alleged breaches of this Code. The role of this Committee is not to pass judgment on a prospective commercial dispute to be settled before the courts, but to assume a position on whether or not the Code of Conduct has been duly observed.

The exact constitution of the Committee (and any Chambers it may have), the procedures for the election and replacement of its members, the duration of the mandate of the members, the frequency of the meetings and other aspects related thereto are set out in a separate document entitled 'Regulations and procedures'.

The procedures for the filing, admissibility and investigation of the complaints, the language and the duration of the procedures and the possibilities for appeal are also specified in the 'Regulations and procedures' document.

In the event of Code violations, the Committee (or the Committee Chamber that has examined the complaint) shall be within its rights to take any one of the decisions listed below in consideration of the nature, the seriousness and possible repeat offence nature of the infringement:

- > drop the case without further action
- > issue the supplier with a caution (with or without suspension of the right to use the



'eTIC' trademark, for a period of at least 2 months and no more than 12 months)

- > the motivated withdrawal of the right to use the 'eTIC' trademark
- > formally record the actions put in place or decided by the supplier to amend the problem, and reserve the option of issuing a caution, or a suspension, if the supplier fails to demonstrate the efficacy of these actions within a 6-month time limit.

## Reviewing the Code

The Code, as well as the Regulation and the procedures, are open to be reviewed by the Supervisory Board of the 'eTIC' Benelux trademark, either at the impetus or at the demand of the eTIC Committee (or one of its Chambers), if at least 20% of the registered suppliers inform the secretariat of their wish to see the Code amended.

The detailed procedure is set out in a separate document entitled 'Regulations and procedures'.

## Recourse open to the signatory

The supplier-signatory shall be informed of and hereby expressly accepts that the decisions resulting from the mediation procedure, the decision pronounced by the Committee and/or the possible breaches on his part of the obligations set out under the present Code may prejudice him in terms of public image and business development and shall not in any way occasion any indemnity of any kind.

It is for the signatories to keep up to date with any adaptations of the text of the Code that have been decided by the Committee. The latest valid version shall be available to be consulted at the website at all times.