



## MEMBERSHIP AGREEMENT: OPEN PROJECT

This Agreement establishes the terms of your organization's membership in OASIS Open and the terms of your Open Project sponsorship.

### PROJECT SPONSOR BENEFITS

You will be eligible for all Sponsor benefits in the Open Project named in this Agreement and all other membership benefits provided by OASIS Open rules and procedures.

If your organization submits an Entity Contributor License Agreement, you may be represented on the Project Governing Board (with the right to vote on the project's governance and releases). Otherwise, you will be recognized as a Sponsor for the project but will not be eligible for the PGB and will not be listed as having made organizational license commitments to the Project.

### SPECIFIC PROGRAMS; LICENSING OBLIGATIONS

You agree to abide by the licensing obligations of the Open Project as shown in each repository's License file. The licensing rules in the Open Project Rules, which specify how and when further commitments can be terminated are found at:

<https://oasis-open.org/policies-guidelines/open-projects-process/#repository-specification-licenses>

Persons affiliated with your organization who make technical contributions to the Open Project are still required to submit an Individual Contributor License Agreement, and their right to contribute also will be subject to your agreement under an Entity CLA. The necessary forms, links and instructions are posted on the Project website.

### CONSORTIUM MEMBERSHIP RIGHTS & OBLIGATIONS

As a Voting Member of the OASIS Open nonprofit corporation, your organization is eligible to cast a maximum of one vote in all consortium-wide and governance ballots, regardless of how many Technical Committees, Open Projects, or other activities you are engaged in and to receive all other member benefits provided by our rules and procedures.

You agree that, while you are an OASIS Open member, you will abide by the terms of the Bylaws and the Antitrust Policy of OASIS Open, as posted on our website on the date of this Agreement. If these policies are changed in a way that materially impairs your rights, OASIS Open will notify you at least 30 days in advance, allowing you to withdraw from membership should you object. No changes to those documents will have retroactive effect.

### MEMBERSHIP TERM

Your membership commences when this Agreement is signed by both parties. You agree to timely pay the dues applicable for members sponsoring Open Projects as posted at <https://www.oasis-open.org/join-an-open-project/>

Your membership will renew annually on the anniversary date of this agreement, pending confirmation from you and OASIS in writing. You may reactivate a lapsed membership by initiating a new membership subscription and thereby reaffirming your original Membership Agreement.

You represent that you will meet the qualifications for the membership and dues categories you have selected and agree to notify OASIS Open if you cease to meet those qualifications.

Your membership may be terminated at any time by you (for any reason) or by OASIS Open (for nonpayment of dues or for cause). On termination or withdrawal, any outstanding dues remain payable, and no refund will be made of dues already paid.

Any transfer of your membership requires OASIS Open's written consent and may require a new membership.

The terms of this agreement were approved by the OASIS Open Board of Directors on 26 January 2021



## **MEMBERSHIP AGREEMENT: OPEN PROJECT**

### **GENERAL TERMS**

All information and services provided by OASIS Open are provided "AS IS" WITH NO WARRANTIES WHATSOEVER, whether express, implied, statutory or otherwise. OASIS Open and you each EXPRESSLY DISCLAIM any warranty of merchantability, fitness for any particular purpose, noninfringement (except as may be provided in the IPR Policy or a CLA), or any warranty otherwise arising out of any proposal, specification, or sample. The AGGREGATE LIABILITY of OASIS Open to you, and of you to OASIS Open, SHALL NOT IN ANY CASE EXCEED THE AMOUNT of your annual dues obligation to OASIS Open.

Notices under this Agreement may be given either by electronic mail or reputable commercial courier to OASIS Open at its headquarters office, and to you at your official address as reported in our records. In order to assure uniform licensing and terms, OASIS Open does not vary from or waive the standard terms of this Agreement. This is the complete Agreement, and no changes to it are binding unless accepted in writing by both OASIS Open and you. In case of any conflict between the terms of this Agreement and the terms of the Bylaws, our Bylaws supersede this Agreement.

### **SIGNATURES**

Both the organization entering into this agreement and the person signing it warrant that the submitter is authorized to bind the organization, and the organization has taken all steps necessary to agree to these terms as a valid legal commitment.

All OASIS Open members commit to the terms of the Member Agreement without revisions.

**MEMBERSHIP INFORMATION**

 Member Name Full name of your organization

 Abbreviated Member Name For OASIS website (20 characters or fewer)

Billing Street Address

City

State/Province

Zip/Postal Code

Country

 Website Your organization name will be linked to this site from the OASIS roster.

 Email domain(s) Used by employees representing your organization (e.g., "@companyname.com"). Domains of wholly owned subsidiaries may be included.

 Primary Contact Name Person who will oversee your membership and authorize your staff's participation

Primary Contact Email

 Billing Contact Name (optional) Person who should receive dues invoice (other than your Primary Contact)

Billing Contact Email (optional)

 Billing notes (optional) Purchase Order number or special payment advice
**MEMBERSHIP LEVEL AND PARTICIPATION**

You may join at the General or Premier Sponsor level. (Select one.)

 See [OP Membership Benefits Matrix](#) to compare levels

	General Sponsor	Premier Sponsor
	Dues fund core services for your Open Project	A portion of your dues may be used to fund supplemental services for your Open Project
2,000+ employees at your organization	<input type="checkbox"/> \$31,500	<input type="checkbox"/> \$70,000
500-1,999 employees	<input type="checkbox"/> \$19,000	
100-499 employees	<input type="checkbox"/> \$12,500	
10-99 employees	<input type="checkbox"/> \$6,300	
Fewer than 10 employees	<input type="checkbox"/> \$2,600	
Nonprofit trade association, academic, local government agency, or national government agency from a developing economy	<input type="checkbox"/> \$1,300	

Which Open Project are you sponsoring?

**AGREEMENT AUTHORIZATION**
**On behalf of your organization**

 Authorized by: Name and title of person with authority to commit your organization to this Agreement.

Signature:

Date:


**On behalf of OASIS Open**

(A countersigned copy of this Agreement will be provided after your membership is processed.)

Authorized by:

Signature:

Date:

 Submit your completed Member Agreement to [join@oasis-open.org](mailto:join@oasis-open.org).

Your Primary or Billing Contact will receive an invoice via email for your annual dues, payable upon receipt. Instructions for paying via credit card, ACH, and wire transfer will be included with the invoice.

The terms of this Agreement were approved by the OASIS Open Board of Directors on 26 Jan 2021.