

# OSI AFFILIATE AGREEMENT

## Introduction

The Open Source Initiative (OSI) was chartered in the late 1990s to advance the ideals of open source development and raise awareness and adoption of open source software. Open source software is made by many people and distributed under an OSD-compliant license which grants all the rights to use, study, change, and share the software in modified and unmodified form. Software freedom is essential to enabling community development of open source software. Today, the OSI continues to promote and protect open source. As the steward of the Open Source Definition (OSD), as the certifying body for OSI Approved Open Source Licenses, and by establishing such certification as the standard for open source software development and distribution, the OSI has become a cornerstone of software freedom.

The OSI began transitioning to a membership-based governance model in 2012: these include Affiliate and Individual Memberships. Affiliate Memberships include categories for various types of organizations (projects and development communities; advocacy, facilitation and user groups; and public and educational institutions). OSI also accepts sponsorships from for-profit corporations.

OSI governance is representative of the people and projects directly involved in OSI's mission and operations with interests in licensing, education and public advocacy. Our governance model and decision-making is balanced and inclusive and beyond the control of any single interest group, ensuring a stable home for the OSD and the promotion of open source software, development, and communities.

## OSI Affiliate Member Program & Participation

The Affiliate Member Program allows any non-profit community, organization or institution—unequivocally independent groups with a clear commitment to open source—to join the OSI in support of our mission **to educate about and advocate for the benefits of open source and to build bridges among different constituencies in the open source community**. While it is not necessary for an Affiliate to be a legal entity, it is preferred.

Participation is invited from technical and non-technical groups across industries, communities, and interests, such as information technology, education, government, manufacturing, healthcare, software development, project management, finance and fiscal management, and public administration. Entities that are under the control of a for-profit corporation are unlikely to be approved.

Membership is ultimately at the sole discretion of the OSI Board of Directors.

The Affiliate Member Program was developed to extend the reach of both the OSI and each participating member through community, collaboration and co-creation. The program provides a platform to identify, communicate, and address issues important to furthering open source awareness and adoption, whether those initiatives are begun by the Affiliate, the OSI, or both. While no Affiliate Member is expected to participate in—or even agree with—all the activities undertaken by the OSI or other Affiliate Members, each Affiliate Member commits to upholding the mission, values and objectives of the Open Source Initiative and the Open Source Definition as stated in this Agreement.

OSI Affiliate Members are asked to appoint an individual to represent the Affiliate organization in connection with the OSI. The Affiliate representative serves as the liaison between the OSI and the broader

Affiliate Member community, and shares information and opportunities between the representative's organization, the OSI and other Affiliate Members.

In addition, through the Affiliate's appointed representative, each Affiliate Member may nominate and vote for the five Affiliate Member seats on the OSI Board of Directors. The OSI Board is composed of 11 Directors, five representing the Affiliate Membership, five representing the Individual Membership, and the OSI General Manager who serves as an *ex officio* member.

## **Agreement**

This document ("Agreement") governs the relationship between the Open Source Initiative ("OSI") and the Affiliate signing below ("You").

You understand and acknowledge that as an OSI Affiliate Member You have the following responsibilities:

1. Continue to express public support for open source, including software freedom.
2. Do not attempt to limit others from exercising their permissions granted under a license approved by OSI.
3. Appoint a delegate authorized to act on Your behalf in connection with OSI business, subject to the reasonable approval of OSI. While delegates are welcome to participate in OSI working groups, the OSI anticipates that the delegate role will involve a minimal time commitment.
4. Act in furtherance of the interest of OSI to the extent doing so is consistent with Your own mission, commitments, and obligations.
5. Ensure that Your delegate responds in timely fashion to pertinent OSI actions and requests.
6. Do not abuse Your status as an OSI Affiliate. For example, You will not claim that a position is approved by OSI without OSI's prior approval, or use Your Affiliate Member status to coerce or restrict others. The OSI understands You may disagree with some OSI actions or statements, but You agree not to express this disagreement in a manner which demeans open source as defined by the OSI.
7. To the extent possible, make annual and/or project-specific contributions, monetary and/or otherwise, to aid OSI and its special-interest projects.
8. Allow OSI to use Your name, and identify You as an Affiliate on the OSI, on OSI announcements relating to Affiliate Members, general OSI membership and other OSI promotional and organizational materials.

OSI understands and acknowledges that it has the following responsibilities:

1. To inform You, through Your delegate, of any actions or potential actions relating to governance or public policy statements in order to gain Your approval. The OSI will attempt to provide two business days advance notice of such actions, but OSI may not be able to do so in some cases. In such cases, the OSI will make clear that it speaks without Your support or approval. Additionally, the OSI will not prevent You from making a statement which clarifies Your position, even if it is different from or in conflict with the OSI's position on the relevant action.
2. The OSI will not use Your or Your delegate's name in connection with any policy statement without Your prior approval or consent.
3. The OSI will provide a copy of its most recently filed Form 990 and its most recently audited financial statements, if any upon request to You and will make its best efforts to answer reasonable questions about OSI's accounting and budgeting.
4. The OSI may request that You appoint a new delegate.

This Agreement shall continue until it is terminated. You may terminate this Agreement at any time, and for any reason, upon written notice to the OSI's General Manager. The OSI may terminate this Agreement at any time, and for any reason, upon written notice to Your delegate.

In the event of a change of name, of ownership or of operational status, by the Affiliate, OSI will review the Affiliate status.

You and OSI are independent parties. Neither You nor OSI is the representative or agent of the other party for any purpose whatsoever. Neither You nor OSI has any authority to assume or create any obligations of any kind, or to make any representation or warranty, express or implied, on behalf of or binding on the other party. All notices required to be given hereunder shall be by email using an address provided for such purpose by the party receiving notice. No failure or delay by either party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. If any portion of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver, amendment or modification of this Agreement shall be effective unless agreed to by both parties in writing. This Agreement shall be governed by and construed under the laws of the State of California without regard to its conflict of laws principles. The parties hereby submit to the jurisdiction of the state and federal courts located in Santa Clara, California. This Agreement constitutes the entire agreement and understanding between You and the OSI with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

[Affiliate Organization]

Open Source Initiative

[Name]

Joshua Simmons

[Title]

OSI Board President

By: \_\_\_\_\_

By: \_\_\_\_\_

Date:

Date:

[Delegate]

[Title]

[Contact email]