

## **OpenUK Membership Agreement for Friend Organisations**

You have joined OpenUK as a friend organisation ("Membership Agreement"). It shall be between OpenUK and the Member signing below ("You").

As an Open UK Member you agree to the following responsibilities. You will:

1. continue to express public support for the growth of free and open source software, open hardware and open data;
2. not attempt to limit others from exercising their permissions granted under any licence approved by the Free Software Foundation, Open Source Initiative or OpenUK, or other similar body approved by OpenUK.;
3. further the interests of OpenUK in so far as they are consistent with your own mission, interests and commitments;
4. respond promptly to any requests from OpenUK;
5. not abuse your status as an OpenUK Member;
6. to the extent possible, make contributions on an annual basis or on specific projects in order to assist OpenUK on its special interest projects. Contributions can either be financial or non-financial;
7. align your conduct at all times to align with the interests and vision of OpenUK;
8. not at any time put the reputation of OpenUK in disrepute by any of your actions or omissions;
9. behave in a professional manner at all times during the membership both towards other Members, OpenUK and third parties;
10. Allow OpenUK to use your name and trademark(s) on its website and in publicity and other published materials subject to your reasonable directions from time to time; and
11. comply with the following policies of OpenUK as published from time to time: competition policy.....etc

OpenUK acknowledges that it has the following responsibilities towards its Members:

1. Provide notice of and seek approval from Members of any actions that OpenUK may need to take in relation to governance and any policy statements that need to be made.
2. Provide transparency in the financial statements of OpenUK and answer reasonable questions relating to OpenUK accounting and budgeting issues.

. You may terminate this Agreement immediately by written notice at any time and for any reason. OpenUK may terminate immediately by written notice if you breach any of its terms, or otherwise for any reason by notice to expire at the end of any period for which you have already paid membership fees. Any membership fees already paid shall be non-refundable upon termination by you. Rights and obligations under this Agreement are non-transferable. No variation of this Agreement shall be effective unless it is in writing and signed by both parties. Liability for any losses caused to the other shall be limited to the value of the membership fees paid by you for membership in the 12 months prior to the event giving rise to such liability taking place. Neither party shall be liable for indirect or consequential loss including loss of business or for loss of profit whether direct or indirect. A failure or delay by a party to exercise any right under this Agreement or by law shall not constitute a waiver... This Agreement constitutes the entire agreement between the parties relating to its subject matter. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other

party. Any notice given to a party under or in connection with this Agreement shall be delivered to the registered office of each party. This Agreement is subject to the law of England and Wales, whose courts shall have exclusive jurisdiction.

**Signed by an authorised  
representative of OpenUK**

**Signature**  
:

**Name:**

**Title:**

**Date:**

**Signed by an authorised  
representative of the [Member]**

**Signature**  
:

**Name:**

**Title:**

**Date:**