



**ACCORD PROJECT  
PARTICIPANT AGREEMENT**

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This **PARTICIPANT AGREEMENT** ("Agreement"), is made and entered into by and between the Accord Project, a Delaware limited liability company ("Accord") and the Participant ("Participant") at the level identified in the signature block below. This Agreement shall be effective as of the date last signed below.

## **RECITALS**

A. Accord has been organized as an organization designed to further the common interests of businesses and other entities promoting and facilitating computational contracting standards, applications, protocols, and open source software development.

B. Participant desires to become a participant of Accord upon the terms and subject to the conditions set forth in this Agreement. A Participant of Accord is not a member pursuant to the Delaware Limited Liability Company Act.

## **SECTION 1 LIMITED LIABILITY COMPANY**

Participant understands and acknowledges that Accord has been organized as a limited liability company and that all amounts paid by or on behalf of Participant to Accord will constitute dues, fees, assessments or contributions related to participation in Accord Activities (as that term is defined in this Section 1) and will not be deemed as an investment in or purchase of any equity, debt, convertible security, stock option, or any investment security of any kind whatsoever, and shall not entitle the Participant to any ownership interest in Accord.

For the purposes of this Agreement, "Accord Activities" means any activity or activities carried on by Accord and Accord employees; a Participant on behalf of Accord; and/or through the collaborative effort of more than one Participant under the auspices of Accord, including without limitation activities carried out by or on behalf of working groups, committees, and subcommittees, task forces, and the Board.

## **SECTION 2 PARTICIPANT RIGHTS**

Subject to the terms and conditions of this Agreement, Participant will have, and will be entitled to exercise, rights of a Participant of Accord, as such rights are specified from time to time in Accord's Rules (as defined below). Participant will furnish to Accord such documents and other assurances as Accord may reasonably request from time to time to ensure that Participant has and continues to meet the qualifications for participation as specified in Accord's Rules. Participant may withdraw from Accord at any time by giving written notice to Accord. Participant shall not be entitled to any refund of dues, fees, assessments or contributions related to participation in Accord.

## **SECTION 3 PARTICIPANT OBLIGATIONS**

### **3.1 Operating Agreement, Rules and Policies**

Participant will comply with, and otherwise agree to be bound by, Accord's Operating Agreement ("Operating Agreement") and any policies, governance documents, and determinations made by Accord, or committees thereof (collectively, the "Rules").

### **3.2 Payment of Dues, Expenses, or In-Kind Contributions**

As a Participant of Accord, Participant will pay, in accordance with this Agreement and the Rules, all dues, fees and assessments, or in-kind contributions of Accord in accordance with the Participant's level in Accord's fee schedule, or as otherwise determined. Without limiting the generality of the foregoing, Accord is authorized to determine the amount and timing of any such dues. The imposition or levy of any new dues, fees or assessments by Accord shall be on a nondiscriminatory basis with respect to the Participants. All amounts will be due and payable within 45 days from the date set by Accord for payment unless Participant chooses to withdraw within such 45-day period.

### **3.3 Open Source Intellectual Property Rights Policy**

In addition to the other Rules, Participant is subject to and agrees to be bound by the Accord Open Source Intellectual Property Rights (IPR) Policy as adopted by Accord, and as may be amended from time to time. Any Accord IPR Policy amendment that is adopted by Accord, in accordance with its Operating Agreement, will be effective and binding upon Participant 45 days after the date of such adoption without further action by either party (unless the adopted amendment specifies a later effective date), provided that Participant has not withdrawn its participation in Accord before the expiration of such 45-day period (or longer period as may be specified in the relevant adopted amendment).

### **3.4 Confidentiality and Non-Disclosure Policy**

In addition to the Rules, Participant is subject to and agrees to be bound by the Accord Confidentiality and Non-Disclosure Policy ("Accord Confidentiality and Non-Disclosure Policy") as adopted by Accord and as may be amended from time to time. Any amendment to Accord Confidentiality and Non-Disclosure Policy that is adopted by Accord, in accordance with its Operating Agreement, will be effective and binding upon Participant at the time of adoption and Accord will use commercially reasonable efforts to notify the Participant of such amendment in writing within 30 days of adopting such amendment or such longer period as may be specified in the adopted amendment.

### **3.5 Antitrust Policy and Guidelines**

In addition to the other Rules, Participant is subject to and agrees to be bound by the Accord

Antitrust Policy and Guidelines (“Accord Project Antitrust Policy and Guidelines”) as adopted by Accord and as may be amended from time to time. Any amendment to Accord Antitrust Policy and Guidelines amendment that is adopted by the Accord, in accordance with its Operating Agreement, will be effective and binding upon Participant at the time of adoption and Accord will use commercially reasonable efforts to notify the Participant of such amendment in writing within 30 days of adopting such amendment or such longer period as may be specified in the adopted amendment.

### **3.6 Use of Participant’s Name and Logo**

Participant hereby grants Accord permission to use Participant’s name and logo to identify Participant’s association with Accord in connection with promotional and marketing activities of Accord.

### **3.7 Representations**

Participant represents and warrants to Accord that:

3.7.1 The principal office of Participant is at the address shown under the signature of Participant’s authorized representative at the bottom of this Agreement;

3.7.2 Participant is duly authorized and has legal authority to enter into this Agreement; and

3.7.3 Participant has received and reviewed the Rules and understands its duties and obligations associated with its’ participation in Accord.

## **SECTION 4 TERMINATION OF PARTICIPATION**

### **4.1 Termination by Participant**

Participant may terminate its’ participation in Accord and Participant’s obligations under this Agreement effective upon written notice to Accord; provided, however, that such termination will not relieve Participant of any liabilities or obligations incurred prior to the effective date of termination. Participant’s association automatically terminates upon the voluntary or involuntary dissolution of Accord.

### **4.2 Termination by Accord**

Accord may terminate Participant’s participation in Accord if Participant: fails to adhere to any Rules breaches any material provision of this Agreement; or fails to pay any dues or other amounts payable to Accord within 30 days following the date due, and further fails to remedy such non-performance, noncompliance or nonpayment within 30 days following receipt of notice from Accord. Accord’s right to terminate Participant’s participation in Accord is in addition to any other rights and remedies that may be available to Accord, whether at law, in equity or otherwise.

#### **4.3 Effect of Termination**

Upon any termination of Participant's participation in Accord for any reason whatsoever, this Agreement and all rights granted to Participant hereunder (including, but not limited to, the rights granted under Section 2) will immediately terminate. For the avoidance of doubt, termination of Participant's participation shall not affect or otherwise prejudice any rights that may have been granted in relation to intellectual property pursuant to the Accord IPR Policy.

### **SECTION 5 INDEMNIFICATION**

The parties hereto agree to indemnify, defend and hold each other and their respective employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) arising from or in any way related to such party's breach of this Agreement.

### **SECTION 6 MISCELLANEOUS**

#### **6.1 Notices**

Any notices required or permitted to be given or made under this Agreement must be in provided to the other party in writing. Such notices will be deemed to have been given upon the receiving party's receipt of such notice receipt, irrespective of whether communicated in person, by telephonic facsimile, electronic mail, postal mail, private carrier or other method in which the writing is read by the recipient. Either Participant or Accord may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

#### **6.2 Assignment**

The Participant may not assign this Agreement, or any right or obligations arising hereunder, without the consent of Accord provided that such consent may not be unreasonably withheld, except that either party may assign this Agreement in connection with any merger, reorganization, change of control, or sale of all or substantially all of its assets.

#### **6.3 No Agency**

This Agreement is not intended to nor does it create or establish any partnership, joint venture, agency, or any joint business relationship of any kind among or between the Participants or any of their respective affiliates. Except as expressly provided herein, no party to this Agreement is or shall be deemed to be a legal representative of the other and will have no authority to obligate or bind the other party (nor any affiliate of the other party) for any purpose whatsoever.

#### **6.4 Governing Law**

This Agreement is will be governed by and must be construed in accordance with the laws of the State of Delaware, except for the choice of law provisions thereof to the extent that they would make another law applicable to this Agreement.

#### **6.5 Entire Agreement; Amendment**

This Agreement sets forth the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. Any amendments to this Agreement must be in writing and signed by Accord and Participant.

*[Signature page follows]*

**IN WITNESS WHEREOF**, and affirming their agreement with, and intent to be bound by, the terms hereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date indicated below.

**PARTICIPANT:**

Participant Entity (if applicable):

By:

Title:

Print Name:

Date:

Level:

**ACCORD PROJECT, LLC:**

By:

Title: Co-director, Accord Project

Print Name: Houman Shadab

Date:

Contact for Notices: Accord Project

Attn: Notices

Email: [admin@accordproject.org](mailto:admin@accordproject.org)