



# Supporting member contract

This contract is between Liberate Science GmbH ("us", "Liberate Science") and the signing supporting member ("you", "supporting member").

Supporting members must sign this agreement to participate in the Liberate Science Membership Area (hereafter "Membership Area"). When supporting members are mentioned in this contract, it refers to all active supporting members who have signed a version of this contract with us and have access to the Membership Area.

The aim of the Membership Area is accountability. Decisions and results of voting procedures are non-binding, except where this contract states otherwise.

Whenever Liberate Science is mentioned throughout this document, it refers to the (board of) director(s) of Liberate Science.

The contract is valid after signing by you for the duration of your active supporting membership, as defined by paying membership dues to us.

## 1. Obligations

1.1 You agree to not register any additional supporting membership accounts, while your current supporting membership is active.

1.2 You agree to not disclose information about other supporting members without their consent.

1.3 You agree that you may share information about the discussions that happen within the community governance body, but you agree to not share who made any comment.

1.3.A You agree to respect any notices of explicit confidentiality. Supporting members may designate any information that they share as "confidential", "secret", or other terminology denoting it's circulation is limited to the Liberate Science Membership Area.

1.4 You agree that you may disclose information shared by Liberate Science, unless it is marked confidential, secret or in a similar way.

1.5 You agree to be included in current and future platforms, mailing lists, and other community governance channels.

1.6 You agree to the Liberate Science Code of Conduct (Annex A) and procedures outlined in it.

1.7 You agree to participate in the community governance under your legal name.

## 2. Assertions

2.1 You assert that you have no additional supporting memberships under the same name or other names with us.

2.2 You assert that you participate in the community governance in your personal capacity and not as a representative of another legal person, nor on behalf of any other person or organisation.

## 3. Rights

3.1 You have the right to request specific information from Liberate Science, pertaining to information that has not yet been shared within the Membership Area. This can include, but is not limited to, operational statistics (e.g., finances, registrations). These requests serve the purpose of transparency and accountability of Liberate Science to the supporting members, comparable to freedom of information requests.

3.1.A The request does not need to be justified by the requester.

3.1.B Liberate Science must provide a response in the Membership Area within four (4) workweeks upon receipt. We may announce a delayed response before the end of those four workweeks, to a maximum of eight (8) workweeks after the request was received.

3.1.C Requests may be denied with justification (e.g., previously answered, lack of specificity, privacy objections, not enough resources to fulfill requests). Liberate Science must make best efforts to provide answers to requests to a reasonable extent (e.g., privacy objections are taken into account and alternative ways to answer the request are considered).

3.1.D Responses to requests will be posted publicly in the Membership Area.

3.1.E The requester's identity will not be mentioned by Liberate Science.

3.2 You have the right to petition Liberate Science.

3.2.A Liberate Science is bound to respond to petitions by a collective of 50 supporting members or more.

3.2.B Responses to petition must occur in the same timeframe and procedure as for request for information set out in 3.1.

3.2.C A petition can include the call for a Special Assembly (see 4). If 3.2.A is activated, Liberate Science must schedule a Special Assembly if the most recent Special Assembly took place at least eight (8) weeks prior to the moment the petition is handed over. If a petition for a Special Assembly is made when less than eight weeks have passed prior to the petition then Liberate Science can choose to either schedule a Special Assembly or refuse the petition.

3.2.D If a petition calls for a Special Assembly, the petition must include a set of proposed agenda items and descriptions for each item.

3.3 Liberate Science must inform you of all acquisition offers that would result in shareholder changes of Liberate Science.

3.3.A If shares would be relinquished as a result of an acquisition (i.e., given to legal persons not currently or previously employed by Liberate Science), any supporting member has a unilateral right to call for a special majority vote by the community governance body (see 5) within 48 days. The results of this vote are binding.

3.3.B The preceding clause, 3.3.A, does not apply to transfers of shares to the Shuttleworth Foundation (SF Mauritius Ltd) or one of its subsidiaries, or successors.

## 4. Responsibilities

4.1 You are responsible for posts made from your account(s). It is your responsibility to keep your credentials and access to your accounts safe.

4.1.A In case your credentials are compromised, you can contact Liberate Science to restore access. This will require validation of your identity.

4.2 You are responsible to be aware and informed of the latest Liberate Science Code of Conduct and its reporting protocol.

## 5. Assemblies

5.1 Assemblies convene supporting members and Liberate Science.

5.1.A General Assemblies convene on the second Thursday of the months March, June, September, and December, starting from December 2020.

5.1.B Special Assemblies may be called as a result of a petition as outlined under 2.2.

5.1.C Assemblies must be called four weeks in advance.

5.1.D Assemblies serve an informational purpose.

5.2 Liberate Science has the responsibility of organizing and chairing Assemblies. The chair of an Assembly will decide all matters of process that are not dealt with in this agreement.

5.2.A Replacements may be assigned by Liberate Science up to four weeks prior to the Assembly.

5.3 Assemblies are valid both in-person and virtual, as long as a quorum of 20% of supporting members or 20 supporting members (whichever is highest) is reached.

5.3.A Whenever a quorum is needed, Liberate Science will provide the latest supporting membership tally.

5.3.B In case a quorum is not reached, the chair may disband the Assembly.

5.4 Agendas for Assemblies are announced by Liberate Science two workweeks before the date of the Assembly by Liberate Science.

5.4.A Supporting members may submit proposed agenda items through petitions up to three weeks prior to an Assembly to Liberate Science. Responses to petitions for agenda items happen in accordance with the procedures outlined in 3.2.

5.4.B Petitions (as defined under 3.2) collected during an Assembly in response to discussed agenda items will be permitted five minutes of speaking time.

5.5 The Assembly chair will decide all processes not dealt with in this agreement.

5.6 Additional Assembly rules are documented in the Membership Area.

5.6.A New rules may only take effect after a minimum four week notice.

5.7 Liberate Science may propose a change to this agreement by placing the proposed change on the Agenda of an Assembly. If a special Majority of members at an Assembly agree to the change then this agreement will be amended for every member four weeks after the date on which the Assembly agreed to the change. However only Liberate Science may propose a change to this agreement and Liberate Science is not obliged to put any proposal to change this agreement that is set out in a petition on the Agenda or to the vote at any Assembly.

## 6. Voting procedures

6.1 In case a vote is called (either by Liberate Science or under 3.3.A of this contract) the following voting procedures may be required:

6.1.A Minority vote: >25% of votes cast

6.1.B Majority vote: >50% of votes cast

6.1.C Special majority vote: >75% of votes cast

6.2 Votes are valid if a quorum is reached (i.e., at least 20% of supporting members voted).

## 7. Contract violation

7.1 This contract with a supporting member may be terminated immediately and without notice by Liberate Science upon violation of any clause in this contract.

7.2 Termination of the supporting membership based on 7.1 is without refund of any amount paid to Liberate Science.

7.3 In case 7.1 is activated, Liberate Science must communicate in the Membership Area which clause(s) were violated.

7.3.A It is at the discretion of Liberate Science to name or not name the supporting member in this communication.

7.4 In case Liberate Science violates a clause of this contract, the supporting member has the right to cancel their membership immediately and get a full refund for their most recent payment. The cancellation must be sent to [info@libscie.org](mailto:info@libscie.org) and include a precise description of which clause(s) were violated with a preponderance of evidence.

7.5 In case 3.3.A of this contract is violated, the supporting member may claim 1 million euros or  $1/N^{\text{th}}$  of 50% of the acquisition amount (as calculated by  $.5 * (1 / \text{total amount of supporting members}) * \text{acquisition amount}$ ), whichever is highest.

## 8. Legal Dispute

8.1 You agree to bring any legal dispute relating to this agreement or your relationship with Liberate Science in a German court.

## 9. Data policy

9.1 Supporting members agree to have the following data processed by Liberate Science and the services used to enable administration Assemblies, votes, and other activities relating to the Liberate Science Membership Area:

- E-mail address
- Name
- Membership start
- Membership end
- Membership renewal

9.2 Posts made by you will remain available after your membership ends for archival and research purposes.

9.3 Your data is processed to enable you to participate in the Liberate Science Membership Area, to enable Liberate Science of fulfilling its mission of liberating science, and enabling Assemblies.

9.4 If you would like any of your data removed, anonymized, or corrected, please send an email to [privacy@libscie.org](mailto:privacy@libscie.org).

## 10. Dissolution

10.1 If Liberate Science is dissolved, supporting members agree that they cannot make any claims based on this contract, both in terms of material and immaterial goods.

## Signatures

### Signatory 1

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

### Signatory 2

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Annex A: Code of Conduct**



Our Code of Conduct follows the [Contributor Covenant](#). Note this document may get updated at any time.

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While no document can possibly make provisions for all the ethical and legal dilemmas that you may encounter in the course of your participation with any organisation, this Code

provides guidance that is meant to keep you and us on the right course, and to prompt you when further guidance for specific situations may be necessary. The Code does not create any contractual rights enforceable against Liberate Science GmbH.

It helps each of us to know what is expected of us in a community space. This is not a legal proceeding and we do not aim to arbitrate illegal conduct or be a courtroom. That means that we try to protect our space, not replace the judicial system.

## **Our Pledge**

We as members, contributors, and leaders pledge to do our best to make participation in our community a harassment-free experience for everyone, regardless of age, body size, visible or invisible disability, ethnicity, sex characteristics, gender identity and expression, level of experience, education, socio-economic status, nationality, personal appearance, race, religion, or sexual identity and orientation.

We pledge to act and interact in ways that contribute to an open, welcoming, diverse, inclusive, and healthy community.

## **Our Standards**

Examples of behavior that contributes to a positive environment for our community include:

- Demonstrating empathy and kindness toward other people
- Being respectful of differing opinions, viewpoints, and experiences
- Giving and gracefully accepting constructive feedback
- Accepting responsibility and apologizing to those affected by our mistakes, and learning from the experience
- Focusing on what is best not just for us as individuals, but for the overall community

Examples of unacceptable behavior that can lead to consequences in our community include:

- The use of sexualized language or imagery, and sexual attention or advances of any kind
- Trolling, insulting or derogatory comments, and personal or political attacks
- Public or private harassment
- Publishing others' private information, such as a physical or email address, without their explicit permission
- Other conduct which could reasonably be considered inappropriate in a professional setting

These lists are not exhaustive.

## **Enforcement Responsibilities**

Community leaders are responsible for clarifying and enforcing our standards of acceptable behavior and will take appropriate and fair corrective action in response to any behavior that they deem inappropriate, threatening, offensive, or harmful.

Community leaders have the right and responsibility to remove, edit, or reject comments, commits, code, wiki edits, issues, and other contributions that are not aligned to this Code of Conduct, and will communicate reasons for moderation decisions when appropriate.

## Scope

This Code of Conduct applies within all community spaces, and also applies when an individual is officially representing the community in public spaces. Examples of representing our community include using an official e-mail address, posting via an official social media account, or acting as an appointed representative at an online or offline event.

## Enforcement

Instances of abusive, harassing, or otherwise unacceptable behavior may be reported to the community leaders responsible for enforcement ([chris@libscie.org](mailto:chris@libscie.org); see also [the entire team](#)). All complaints will be reviewed and investigated promptly and fairly.

All community leaders are obligated to respect the privacy and security of the reporter of any incident.

## Enforcement Guidelines

Community leaders will follow these Community Impact Guidelines in determining the consequences for any action they deem in violation of this Code of Conduct:

### 1. Correction

**Community Impact:** Use of inappropriate language or other behavior deemed unprofessional or unwelcome in the community.

**Consequence:** A private, written warning from community leaders, providing clarity around the nature of the violation and an explanation of why the behavior was inappropriate. A public apology may be requested.

### 2. Warning

**Community Impact:** A violation through a single incident or series of actions.

**Consequence:** A warning with consequences for continued behavior. No interaction with the people involved, including unsolicited interaction with those enforcing the Code of Conduct, for a specified period of time. This includes avoiding interactions in community spaces as well as external channels like social media. Violating these terms may lead to a temporary or permanent ban.



### 3. Temporary Ban

**Community Impact:** A serious violation of community standards, including sustained inappropriate behavior.

**Consequence:** A temporary ban from any sort of interaction or public communication with the community for a specified period of time. No public or private interaction with the people involved, including unsolicited interaction with those enforcing the Code of Conduct, is allowed during this period. Violating these terms may lead to a permanent ban.

### 4. Permanent Ban

**Community Impact:** Demonstrating a pattern of violation of community standards, including sustained inappropriate behavior, harassment of an individual, or aggression toward or disparagement of classes of individuals.

**Consequence:** A permanent ban from any sort of public interaction within the community.







## Reporting protocol

Our events and spaces strive to provide an environment for individuals to be unimpeded in their presence and in making contributions. We actively intervene in case this aim is threatened, we have a no-barriers reporting standard, and we actively encourage reports to our own mishaps or improvement points.

"We" in this document refers to the space-coordinators of Liberate Science, who may always be contacted. All our space-coordinators have undergone or are going to undergo a Code of Conduct training.

Internal coordinators are always available, external coordinators are available if you feel there is a conflict in reporting to someone embedded within the space (e.g., about the person themselves, issues with our Liberate Science organizing).

#### Space coordinators

 Who	 Gender (pronouns)	 E-mail	 Usual timezone	 Type	 Role
<a href="#">Chris Hartgerink</a>	Man (he/him/they/them)	<a href="mailto:chris@libscie.org">chris@libscie.org</a>	UTC+2	Internal	Chair
<a href="#">Neha Moopen</a>	Woman (she/her)	<a href="mailto:neha.moopen@gmail.com">neha.moopen@gmail.com</a>	UTC+2	Internal	Member
<a href="#">Rachael Ainsworth</a>	Woman (she/her)	<a href="mailto:rachael.ainsworth@manchester.ac.uk">rachael.ainsworth@manchester.ac.uk</a>	UTC+1	External	

To achieve a space where everyone can be present and contribute, our protocol is set up to, if reasonably possible, grow past the issues that occur *if people are willing to*.

We operate under the motto that we permit you to take part in our spaces and events; we can remove that permission at any time.

## Making a report

We have a no-barriers reporting standard. That means **you do not need to judge whether what occurred is "bad enough" to be reported**. It also means **the incident does not need to happen to you personally**; if it affects you, you may report it.

All legal persons may be reported (e.g., individual persons, organizations).

To make a report, you can reach out to the space-coordinator(s). In physical events, event specific information will contain additional information on how to recognize who you can make incident reports with on-site.

Reports are treated as confidential documents and include:

- Date and time
- Location
- Person taking the report
- Reported person's name/description
- Description of the incident
- Reporter name and contact info
- Witness information (optional)

We require this information to adequately deal with situations and be able to contact the people involved.

Information relating to natural persons (people) is not disclosed, except when actions are undertaken against a legal person (e.g., ban). Information relating to legal persons that are not natural persons (e.g., an organization) is publicly disclosed.

## What happens with an incident report?

The incident report will be discussed by the committee of relevant and available space-coordinators in a closed meeting. In case of severe reports, we may deviate from these guidelines based on an assessment of the situation at hand.

This meeting must start within 2 hours after the report has been taken if it is an ongoing event; otherwise within 48 hours after taking the report. If the report pertains to an acute situation (e.g., racist remarks by workshop leader), space-coordinators may take immediate action.

In the meeting, we will discuss the behavior, its reported impact, how public the behavior was, and the reported person's previous incidents and outcomes (if any). Anyone with a conflict of interest may not be part of this meeting.

Based on the impact-public assessment, a proposal will be made that allows the reported person to stay in the community if accepted. In case of multiple valid proposals, a majority

vote will provide resolution. In case of a tie, the chair has the decisive vote between the tied proposals.

The larger the impact of the behavior, the more demanding the proposal must be for the reported; the more public the behavior, the more public the response. Proposals must include the reported person taking responsibility for the behavior's impact, and must provide a commitment to prevent repeating similar situations.

The consequences of rejecting the proposal by the reported person will be deliberated as well. These consequences must be specific and more demanding than the proposal, given that the unwillingness to take responsibility is something this community does not welcome.

Subsequently, we will reach out to the reported person with a description of the incident, the proposal, and consequences of rejecting it. Both are non-negotiable and non-dependent on declarations of intent.

Finally, a synopsis of the report, the proposal, and the outcome will be posted to [the Liberate Science Blog](#). For natural persons, the synopsis is anonymized.

## **You have been reported**

People make mistakes and we as space-coordinators recognize that. Whether people choose to take responsibility for their impact and address their behavior accordingly, is what is key in this community.

Depending on the impact and the publicness of the mistake, we will propose a way for you to stay in our events and spaces, if reasonably possible. We will also clearly state what will happen if you do not accept that proposal. These are non-negotiable at this stage.

Until you have reached a decision upon being presented with the proposal, you are not allowed to participate in any Liberate Science events and spaces for the protection of the reporter's mental health and privacy.

## **Appeal**

Appeals to procedures by internal space-coordinators are referred to the external space-coordinators. Appeals to procedures by the external space-coordinators will be referred to an independent third-party consultant.

Appeals must include a clear case upon submission and proportional outcome change. A case may include for example strong disconfirming evidence that the reported behavior ever occurred, joined with the proportional outcome change that a ban is lifted.

Synopses of appeals will also be posted to the [Liberate Science Blog](#) and crosslinked from the original post, to clearly indicate developments.