

# Makerspace Agreement

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- The name of the organisation is Lab Zero (0x0), hereafter referred to as "the makerspace".
- The makerspace shall hold its regular activities in Shenzhen.

## ▸ Purpose

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- The main purpose of the makerspace shall be to provide a shared physical workspace, tools, storage and other resources for its members.
- In addition to this main purpose, the makerspace shall also aspire to:
  - promote and encourage technical, scientific and artistic skills and innovation through individual projects, collaboration and education.
  - provide events to allow the wider community to meet and socialise together.
  - promote and support the use and development of free and open technologies, standards, ideas, hardware and software for the benefit of all.
  - work with other bodies with similar or complementary objectives.

## ▸ Organisation

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- The makerspace shall be run by its members. A limited set of finance, membership and management tasks may be performed by a committee on behalf of the members.
- All decisions of the makerspace shall be made by consensus, or if consensus cannot be reached then at a meeting by majority vote. In this agreement, consensus means that all members have been given the opportunity to object to a decision and no reasonable objections have been received within 3 days.
- All members and guests shall refrain from actions or behaviour which would have a negative effect on the makerspace.
- The makerspace shall not be held responsible or liable for any actions or behaviour of individuals or groups, whether members or guests.
- This agreement may only be amended at a general meeting.
- In addition to this agreement, the makerspace shall maintain a set of Operating Procedures.
- All members and guests shall be bound by both this agreement and the current Operating Procedures.

## ▸ Membership

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- A member shall have the right to 24h door access and be permitted to attend any physical workspaces at any time, to have a single vote, to make use of resources and to accompany guests.
- Members shall be 18 years old or older.
- The process for acceptance of new members shall be set out in the Operating Procedures.
- Membership fees shall be set out in the Operating Procedures.
- The membership fee shall be paid in advance. The form of payment shall be monthly by electronic transfer or monthly by cash.

- In extreme circumstances, any member or guest can be suspended by unanimous agreement of the committee or following consensus decision by the members of the makerspace. Suspended members or guests shall be denied access to any physical workspaces until the reason for their suspension has been resolved. A General Meeting is to be held if a member is to be removed from the makerspace.
- If a member wishes to leave the makerspace, written notice shall be sent to the WeChat group or alternatively may be given to a committee member. Continued non-payment of the membership fee shall be deemed to be the same as the receipt of written notice to leave the makerspace.
- Upon leaving or being removed from the makerspace, all keys, access tokens or makerspace property must be returned to the makerspace.
- On the adoption of this agreement all existing members of Lithee Lab makerspace as of 15th of July 2017 who agree to pay membership fees by end of August 2017 and have agreed to the agreement shall be deemed to be members.
- In addition to membership, other forms participating in the makerspace will be offered (visitor, single day pass, demo day pass, etc). These do not entitle those people to vote or participate in consensus decisions.
- Membership can be suspended at the request of the member.

## ³ Committee

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- The tasks of the committee shall be to maintain the membership list, coordinate the financial activities and act as signatories on behalf of the makerspace.
- The committee shall be made up of all members.
- Committee members shall receive no remuneration for being part of the committee, other than for reasonable expenses on presentation of a receipt.

## ³ Administrator

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- The Administrator shall maintain the makerspace's financial accounts and membership list.
- All personal information shall be maintained in strict confidence by the administrator.
- Administrator is also in charge of signing agreements between the makerspace and other parties as agreed by the membership in a general or special meeting.

## ³ Finance

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- The makerspace shall be non-commercial and not-for-profit.
- All income shall be used to achieve the makerspace's objectives.
- The primary income source for the organisation shall be the membership fee. All other sources shall be secondary income.
- The committee, in close consultation with the membership, shall coordinate expenditure on the running costs of the makerspace.
- A treasurer will be appointed by the administrator to keep financial records and prepare accounts as needed under supervision of the administrator.

## ³ Use of Resources

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- The makerspace shall make no claim and take no responsibility for the projects created by members using makerspace resources.
- Use of makerspace facilities and equipment shall be at members' and guests' own risk.

## ³ General Meetings

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- There shall be an Annual General Meeting (AGM) held in April each year.
- An Extraordinary General Meeting (EGM) shall be convened if:
  - The higher of twenty percent of members or four members request one.
  - Quorum of a general meeting shall be the higher of twenty percent of members or four members.
- The agenda of the AGM shall include annual report from the Administrator and the setting of the membership fee.
- The agenda of the EGM shall be restricted to the items given in the notice of the EGM.
- Notice of all general meetings and the agenda of the meeting shall be given by the committee at least one week prior to the meeting.
- Notice of any proposed agreement amendment shall be given by the committee at least one week prior to the general meeting.
- A general meeting shall be chaired by a committee member. The minutes of the meeting shall be made available after the meeting.
- At a general meeting resulting in the dissolution of the makerspace, the remaining assets and property of the makerspace shall be used to cover any outstanding expenses of the makerspace and/or be distributed amongst the members.
- At a general meeting, a vote shall be carried if more than half of the members present are in favour.
- At a general meeting, an amendment to the agreement shall be passed if more than two thirds of the members present are in favour.

## ³ Operating Procedures of the Makerspace

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### ³ Membership

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- Monthly subscription for the makerspace shall be 1000 RMB per calendar month.
- Candidates for membership shall be nominated to the WeChat group by an existing member.
- Existing members have 3 days to discuss and vote on acceptance of the candidate for membership. The last voting message from each member in that 3 days is the only one that will be counted.
- If at the end of 3 days, two members vote against the candidate, the candidate shall be rejected, otherwise an invite to join will be extended by the proposer to the candidate.
- The new member shall be given door access upon payment of the full amount of the first monthly subscription.

### ³ Agenda and running of the Annual General Meeting

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- At the beginning of the AGM, a chair shall be elected by show of hands. The chair shall take minutes and post them to the WeChat group after the meeting.
- The administrator shall deliver his or her annual report.
- The chair shall then open up the floor to discussion on the report and the preceding year in general.
- The members present will discuss and agree the membership subscription for the coming year.
- The chair will then adjourn the meeting.

## ³ Election of Administrator

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- The chair shall seek nominations from the floor for the position of administrator.
- Once all nominees are in, the chair shall conduct a secret ballot of members present for the position of administrator and the winner announced. The election shall be held by Exhaustive Ballot.
- Elections for the committee members shall be by Single Transferable Vote.
- If the chair wishes to stand for the administrator position, another chair must be selected by show of hands before the ballot proceeds.
- In the event of a tie, the best of three rounds of rock/paper/scissors decides the position.

## ³ Use of resources

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- Anything labelled not to be touched, is not to be touched. Stuff in a labelled box counts as labelled.
- Anything unlabelled is OK to be touched and used, but not consumed or destroyed. If you break it, you pay for it or replace it.
- Anything labelled as permissible to consume or destroy, is permitted to be consumed or destroyed. If there are terms of use on the labelling, observe and respect them.
- The main wifi router shall be operated by the makerspace membership in accordance with consensus

## ³ Amendment

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- These Operating Procedures may be amended by the consensus of the membership.