

MetaRex.media Backer / Partner Agreement

Organisation	Metarex.media Ltd, Company registration no. 14528392. Registered office. 15 Carfax, Horsham, West Sussex, United Kingdom, RH12 1DY. Metrex.media Ltd will henceforth be referenced as Metarex .
Governing law and Jurisdiction	This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
Data Protection Legislation	All applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.
Backer and tiers	<div></div> <p>henceforth referenced as Backer whose registered address is</p> <div></div> <p>will be classified as a <div></div></p> <p>and commits to the responsibilities as detailed in Schedule A.</p>
Metarex objectives	<p>Metarex will run a time-limited collaborative project that will distribute 80% (±5%) of the backer funds to create a body of free-to-use Open-Source software that allows media metadata to be identified, transmitted and stored over common links and file systems.</p> <p>To encourage adoption of the new frameworks and specifications, Metarex will use 20% (±5%) of the backer funds for administration including publicity campaigns, events and awareness activities to promote the benefits of adopting the metadata framework developed within the project.</p> <p>Backers will be encouraged to develop Proofs of Concept to demonstrate user applications and benefits.</p> <p>A final project demo to be performed in Q4 2024 unless otherwise announced by the Metarex board.</p>
Governance	<p>The Metarex board will consist of up to 7 directors made up of; a representative from each Gold backer, the Executive Director and two directors jointly responsible for outreach, promotional activities, communications, project management and budgeting.</p> <p>Metarex specific Board responsibilities are given in Schedule B.</p>
Funding and grant allocation	<p>Monies raised from Backers will be used to achieve the Metarex Objectives. The Board directs and approves the allocation of grants. Grant allocation will be decided on by a majority vote of the board. The grants can either be allocated for general development projects or for specific 'proof or concept' development.</p>
Commencement Date	The project shall commence 2023-01-01
Duration	This agreement shall run until 2024-12-31. After this date, the Board of Metarex will manage the termination of the project unless an extension is

	agreed by a majority of the Board. The maximum period for extension will be 6 months.
Exclusive benefits to backers	<p>The Backers will have the opportunity to guide the development of the Metadata Framework. The pooling of resources gives the potential for each backer to achieve more collectively than individually.</p> <p>The collaboration is designed to allow each backer to develop their own proof of concept built on the foundations of Metarex.</p> <p>This high-profile collaboration will give backers the opportunity to publicise their involvement as founders of the initiative and raise their profile as industry thought leaders.</p> <p>All Backers will benefit from the following:</p> <ul style="list-style-type: none"> • Use of the Metarex Logo • Joint press releases • Company Logo on website • Participation in Metarex events • Potential for commercial collaborations and receipt of grants for board approved Proof of concepts
Deliverables	<p>The Metarex project will deliver the following:</p> <p>A Metadata framework specification</p> <p>Open-source software including</p> <ol style="list-style-type: none"> 1. Packetization of metadata 2. Mapping of the metadata to common transports 3. A Metarex Registry 4. Documentation of 3 or more proofs of concept projects 5. A final demonstration event in Q4 2024 (in-person and/or online depending on global conditions)
Confidentiality	<p>The goal of the project is to conduct as much work in the public domain as is practical. Any confidential information shall be identified to a Metarex group prior to disclosure.</p> <p>Each party shall, during the term of this Agreement and Thereafter, keep secret and confidential all Intellectual Property Rights identified that are identified as Confidential Information. Other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.</p> <p>The obligation of confidentiality contained in this Clause shall not apply or shall cease to apply to any Intellectual Property Rights, or other business, technical or commercial information which:</p> <p>at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party; is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same</p>

	to the receiving party without breach of the obligations owed by that party to the disclosing party.
Data protection	The Backer (and any of its agents and Employees involved in connection with the activities under the Agreement) shall comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.
Termination	A backer or partner may terminate this agreement at any time in writing to the Executive Director (executive@metarex.media). No refunds of backing fees will be paid. The Metarex Board will use reasonable efforts to comply with any requests with regard to the removal of the Backers name from Metarex assets. Metarex retains the ownership of any contributed code and documentation materials. The history of Git repos will not be edited to remove mentions of a backer that terminates this agreement. At the discretion of the board, a backer or partner may be removed from the project if obligations in this agreement are unfulfilled or conduct contrary to the aims of the project is brought with evidence the board's attention.
Charges and Payment Terms	The fees for Backers are given in Schedule A. This first donation will be paid within 14 days of signing this document and the second will be paid by 2024-01-31 or 90 days after the initial payment, whichever comes last.

We acknowledge and agree that this contract between us for the delivery of the above commitments. We each agree to be bound by this Agreement.

<p>Signed _____</p> <p>For and on behalf of</p> <div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>Name: <div style="border: 1px solid black; width: 150px; height: 25px; display: inline-block;"></div></p> <p>Position: <div style="border: 1px solid black; width: 150px; height: 25px; display: inline-block;"></div></p> <p>Date: <div style="border: 1px solid black; width: 150px; height: 25px; display: inline-block;"></div></p>	<p>Signed _____</p> <p>For and on behalf of</p> <p>Metarex.Media Ltd</p> <p>Name: Bruce Devlin</p> <p>Position: Executive Director</p> <p>Date:</p>
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Schedule A – Backing Tiers – Fees, Benefits and responsibilities.

Each and every Backer shall be given a status according to the schedule below. Any of the provisions in the schedule may be overridden on an individual basis by the Metarex Board.

Gold Backer	<ul style="list-style-type: none"> Obligations (see schedule B): <ul style="list-style-type: none"> a. Fee schedule: 2 off £50,000 payments b. One Representative to sit on the Metarex Board c. One Representative to attend regular meetings (may be the same person) Benefits <ul style="list-style-type: none"> d. All benefits of Silver Backers. e. One seat on the Metarex Board – approve the project strategy f. Approve Grant allocations
Silver Backer	<ul style="list-style-type: none"> Obligations: <ul style="list-style-type: none"> a. Fee schedule: 2 off £10,000 payments b. One Representative to attend regular meetings Benefits <ul style="list-style-type: none"> a. All benefits of Regular Backer b. Recommend Prioritised Grant Application Lists to the Board c. Work Package Leader option – lead the development of the RFQ documents that define the deliverables for the grants. d. External communications approvals e. Dedicated paragraph on the Website “About” page & partner page
Regular Backer	<ul style="list-style-type: none"> Obligations: <ul style="list-style-type: none"> a. Fee schedule: 2 off £1,000 payments b. One Representative to attend regular meetings Benefits <ul style="list-style-type: none"> c. All benefits of Free Tier d. Invitations to Metarex Working Groups e. Voting on specifications and Grant RFQ documents f. Name, Logo and link on website g. Name check in Press Releases
Free Tier Spectator	<ul style="list-style-type: none"> Obligations: <ul style="list-style-type: none"> a. Receive Metarex communications (unless opt-out) Benefits <ul style="list-style-type: none"> b. Newsletter c. Access to Github repo
Project Partner	<ul style="list-style-type: none"> Obligations: <ul style="list-style-type: none"> a. One representative with the same Benefits as a Regular Backer b. Circulate Metarex communication requests to Partner members c. Respond to information requests in a reasonable time Benefits <ul style="list-style-type: none"> c. Minimise industry divergence through good communications d. Logo and link on website e. Newsletter f. Access to Github repo

Schedule B – Board Responsibilities

The Metarex Board is responsible for governing the project. This includes:

1. Approving the documents and actions for the normal running of a UK business
2. Approving grant allocations from the list of applicants provided by the working group leads
3. Approving work packages to deliver the objectives of the project
4. Approving the termination date and termination activities of the project including
 - a. Management of balance of final funds
 - b. Management of the persistence of the Metarex Register if required
 - c. Final accounts with summary to be published on the website
 - d. Final communications
 - e. Promotion of any follow on activities by other groups

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