

OASIS OPEN MEMBERSHIP AGREEMENT: OPEN PROJECT

This Agreement establishes the terms of your organization's membership in OASIS Open and the terms of your Open Project sponsorship.

PROJECT SPONSOR BENEFITS

You will be eligible for all Sponsor benefits in the Open Project named in this Agreement and all other membership benefits provided by OASIS Open rules and procedures.

If your organization submits an Entity Contributor License Agreement, you may be represented on the Project Governing Board (with the right to vote on the project's governance and releases). Otherwise, you will be recognized as a Sponsor for the project but will not be eligible for the PGB and will not be listed as having made organizational license commitments to the Project.

SPECIFIC PROGRAMS; LICENSING OBLIGATIONS

You agree to abide by the licensing obligations of the Open Project as shown in each repository's License file. The licensing rules in the Open Project Rules, which specify how and when further commitments can be terminated are found at <https://oasis-open.org/policies-guidelines/open-projects-process/#repository-specification-licenses>

Persons affiliated with your organization who make technical contributions to the Open Project are still required to submit an Individual Contributor License Agreement, and their right to contribute also will be subject to your agreement under an Entity CLA. The necessary forms, links and instructions are posted on the Project website.

CONSORTIUM MEMBERSHIP RIGHTS & OBLIGATIONS

As a Voting Member of the OASIS Open nonprofit corporation, your organization is eligible to cast a maximum of one vote in all consortium-wide and governance ballots, regardless of how many Technical Committees, Open Projects, or other activities you are engaged in and to receive all other member benefits provided by our rules and procedures.

You agree that, while you are an OASIS Open member, you will abide by the terms of the Bylaws and the Antitrust Policy of OASIS Open, as posted on our website on the date of this Agreement. If these policies are changed in a way that materially impairs your rights, OASIS Open will notify you at least 30 days in advance, allowing you to withdraw from membership should you object. No changes to those documents will have retroactive effect.

MEMBERSHIP TERM

Your membership commences when this Agreement is signed by both parties. You agree to timely pay the dues applicable for members sponsoring Open Projects as posted at <https://oasis-open.org/join/#membership-dues-op>

Your membership will renew annually on the anniversary date of this agreement, pending confirmation from you and OASIS in writing. You may reactivate a lapsed membership by initiating a new membership subscription and thereby reaffirming your original Membership Agreement.

You represent that you will meet the qualifications for the membership and dues categories you have selected and agree to notify OASIS Open if you cease to meet those qualifications.

Your membership may be terminated at any time by you (for any reason) or by OASIS Open (for nonpayment of dues or for cause). On termination or withdrawal, any outstanding dues remain payable, and no refund will be made of dues already paid.

Any transfer of your membership requires OASIS Open's written consent and may require a new membership.

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GENERAL TERMS

All information and services provided by OASIS Open are provided “AS IS” WITH NO WARRANTIES WHATSOEVER, whether express, implied, statutory or otherwise. OASIS Open and you each EXPRESSLY DISCLAIM any warranty of merchantability, fitness for any particular purpose, noninfringement (except as may be provided in the IPR Policy or a CLA), or any warranty otherwise arising out of any proposal, specification, or sample. The AGGREGATE LIABILITY of OASIS Open to you, and of you to OASIS Open, SHALL NOT IN ANY CASE EXCEED THE AMOUNT of your annual dues obligation to OASIS Open.

Notices under this Agreement may be given either by electronic mail or reputable commercial courier to OASIS Open at its headquarters office, and to you at your official address as reported in our records. In order to assure uniform licensing and terms, OASIS Open does not vary from or waive the standard terms of this Agreement. This is the complete Agreement, and no changes to it are binding unless accepted in writing by both OASIS Open and you. In case of any conflict between the terms of this Agreement and the terms of the Bylaws, our Bylaws supersede this Agreement.

SIGNATURES

Both the organization entering into this agreement and the person signing it warrant that the submitter is authorized to bind the organization, and the organization has taken all steps necessary to agree to these terms as a valid legal commitment.

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Company Information		
Account Name		Company Size
Billing Street	Billing City	Billing State Province
Billing Zip/Postal Code		Billing Country
Project Specifics		
Open Project Name:		Primary Contact's Name
Primary Contact's email:		
If Your company will name a representative to the Project Governing Board		
PGB Representative Name		
PGB Representative Email		
PGB Representative GitHub Name		
Billing Notes/Comments:		
Agreement Authorization		
Member Name	<i>A countersigned copy of this Agreement will be provided after your membership is processed</i> OASIS Open	
Abbreviated Member Name (Optional)		
Authorized by: (Name, Title)	Authorized by:	
Signature:	Signature:	
Date	Date	