



Apereo Foundation
9450 SW Gemini Dr PMB 98572
Beaverton, OR 97008-7105

Apereo Community Member Agreement

Introduction to Apereo and Community Membership

We invite organizations with a shared vision of open source software in service of education and who wish to support shared goals to join Apereo as Community Members.

The Apereo Foundation can trace its roots to 1999 with the creation of the Java Special Interest Group, or Jasig, “a federation of higher ed institutions interested in open source.” In 2012, Jasig and the Sakai Foundation, founded in 2005 as the home of the Sakai Learning Management System, merged to create the organization we know today, working to “foster, develop, and sustain open technologies and innovation to support learning, teaching, and research.”

Since the Foundation’s formation, Apereo has served as the home of numerous open source software projects, a platform for working groups, and a network for communities of interest, each dedicated to increasing the adoption and development of open source software in support of academic and research institutions. Apereo is “the source for open source in higher education.”

Apereo has long operated under a membership-based governance model, offering opportunities to individuals and organizations that financially supported Apereo projects or the Foundation opportunities for direct participation in the development and direction of the organization. Most importantly, Apereo membership broadcasts to the world the value of Apereo and its work in advancing and sustaining open source communities of practice serving the academic mission.

With this success, Apereo is now extending the Foundation’s membership opportunities with “Community Memberships,” allowing the broader community working in and for open source in higher education to join, promote, and participate with Apereo without any financial commitment. Community Members include various types of organizations: individual projects and development communities, advocacy and user groups, non-profit corporations, and of course, public and educational institutions.

Apereo as an organization, and the initiatives the Foundation undertakes, should be representative of the people, projects, and programs directly involved in promoting and protecting open source throughout education and around the globe.

Apereo Community Membership Program & Participation

The Community Member Program allows any non-profit community, organization or institution—unequivocally independent groups with a clear commitment to the adoption and development of open source software—to join Apereo in support of our mission to “help educational organizations collaborate to foster, develop, and sustain open technologies and innovation to support learning, teaching, and research.”

While it is not necessary for a Community Member to be a legal entity, it is preferred.

Participation is invited from technical and non-technical groups across industries, communities, and interests, such as information technology, education, government, manufacturing, healthcare, software development, project management, finance and fiscal management, and public administration.

Entities that are under the control of a for-profit corporation are unlikely to be approved, and Apereo suggests engaging with the Foundation through Corporate Membership.

Community Membership is ultimately at the sole discretion of the Apereo Board of Directors.

The Community Membership Program was developed to extend the reach of both Apereo, Apereo projects, and communities, and each participating Community Member through cooperation, collaboration, and co-creation. The program provides a platform to identify, communicate, and address issues important to furthering open source awareness and adoption within the higher education sector, whether those initiatives are begun by the Community Member, Apereo, or both.

While no Community Member is expected to participate in—or even agree with—all the activities undertaken by Apereo or other Apereo members, each Community Member generally supports the mission, values, and objectives of the Apereo Foundation and its role within open source educational technology and higher education.

Community Members are asked to appoint an individual to represent the Community Member organization in connection with Apereo. The Community Member representative serves as the liaison between Apereo and the broader Community Member community and shares information and opportunities between the representative's organization, Apereo, and other Community Members.

In addition, through the Community Member's appointed representative, each Community Member may nominate and vote for “Organizational Member Seats” on the Apereo Board of Directors.

Agreement

This document (“Agreement”) governs the relationship between the Apereo Foundation (“Apereo”) and the Community Member signing below (“You”).

You understand and acknowledge that as an Apereo Community Member, You have the following responsibilities:

1. Provide public support for the Apereo Foundation and its mission to help educational organizations collaborate to foster, develop, and sustain open technologies and innovation to support learning, teaching, and research.
2. Act in furtherance of the interest of Apereo to the extent doing so is consistent with Your own mission, commitments, and obligations.
3. Do not abuse your status as an Apereo Community Member. For example, You will not claim that a position is approved by Apereo without Apereo’s prior approval or use Your Community Member status to coerce or restrict others. Apereo understands You may disagree with some Apereo actions or statements, but You agree not to express this disagreement in a manner that demeans Apereo, the Apereo community, or Apereo’s mission.
4. Allow Apereo to use Your name and identify You as a Community Member on Apereo collateral relating to Community Members, general Apereo membership and other Apereo promotional and organizational materials.
5. Appoint a delegate authorized to act on Your behalf in connection with Apereo business, subject to the reasonable approval of Apereo. While delegates are welcome to participate in Apereo open source projects, initiatives, working groups, committees, and communities of interest, Apereo anticipates that the delegate role will involve a minimal time commitment.
6. Ensure that Your delegate responds in a timely fashion to pertinent Apereo actions and requests.

Apereo understands and acknowledges that it has the following responsibilities:

1. Apereo will inform You, through Your delegate, of any actions or potential actions relating to community actions or initiatives, public policy statements, or governance in order to gain Your approval. Apereo will attempt to provide two business days advance notice of such actions, but Apereo may not be able to do so in some cases. In such cases, Apereo will make clear that it speaks without Your support or approval. Additionally, Apereo will not prevent You from making a statement that clarifies Your position, even if it is different from or in conflict with Apereo's position on the relevant action.
2. Apereo will not use Your or Your delegate's name in connection with any policy statement without Your prior approval or consent.
3. Apereo will provide a copy of its most recently filed Form 990 and its most recently audited financial statements, if any, upon request to You and will make its best efforts to answer reasonable questions about Apereo's accounting and budgeting.
4. Apereo may request that You appoint a new delegate.

This Agreement shall continue until it is terminated. You may terminate this Agreement at any time, and for any reason, upon written notice to the Apereo Executive Director. Apereo may terminate this Agreement at any time, and for any reason, upon written notice to Your delegate.

In the event of a change of name, of ownership or of operational status, by the Community Member, Apereo will review the Community Member's status.

You and Apereo are independent parties. Neither You nor Apereo is the representative or agent of the other party for any purpose whatsoever. Neither You nor Apereo has any authority to assume or create any obligations of any kind or to make any representation or warranty, express or implied, on behalf of or binding on the other party.

All notices required to be given hereunder shall be by email using an address provided for such purpose by the party receiving notice. No failure or delay by either party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

If any portion of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

No waiver, amendment or modification of this Agreement shall be effective unless agreed to by both parties in writing.

This Agreement shall be governed by and construed under the laws of the State of New Jersey without regard to its conflict of laws principles. The parties hereby submit to the jurisdiction of the state and federal courts located in New Jersey.

This Agreement constitutes the entire agreement and understanding between You and Apereo with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

[Community Member Name]

Apereo Foundation

[Name]

Patrick Masson

[Title]

Apereo Foundation, Executive Director

By: _____

By: _____

Date:

Date:

[Delegate]

[Title]

[Community Member email]

[Delegate Contact email]