

# OSADL - Sponsoring Member Admission Agreement

*Contract Version of 16 March 2009*

The individual or sole proprietorship

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

Address: \_\_\_\_\_

Country: \_\_\_\_\_

URL: \_\_\_\_\_

Product/Service 1: \_\_\_\_\_

Product/Service 2: \_\_\_\_\_

Product/Service 3: \_\_\_\_\_

and OSADL eG agree between one another on the admission of the individual or sole proprietorship specified above as a sponsoring member of OSADL eG.

## **Purpose**

The sponsoring membership serves the purpose of cooperation in the development of open source software for applications in the areas of machine and equipment construction and/or the automation industry within the meaning of § 2 IV of the charter of OSADL eG and § 8 I, no. 4 of the German Cooperative Societies Act (*Genossenschaftsgesetz*). It does not represent a combination under § 15 of the German Cooperative Societies Act. This excludes the acquisition of equity shares along with active and passive rights to vote for the governing bodies of OSADL eG. Moreover, the application of OSADL projects and voting for them is only permitted to regular OSADL members. Upon request, it is possible for the sponsoring member to have observing participation in the annual meeting. However, at the express request of regular members, the participation of the sponsoring members in the deliberations and decisions reserved to the governing bodies of OSADL in accordance with the German Cooperative Societies Act can be prohibited. The sponsoring membership is directed toward individuals and sole proprietorships with not more than three employees and/or an average annual turnover in the extent of up to 300,000.00 euros. If this number of employees or this annual turnover is exceeded, the sponsoring membership is terminated at the end of the subsequent calendar year, without requiring a notice of termination.

## ***Benefits***

Unless prohibited by it, the sponsoring member is to appear on the website of OSADL as a "sponsoring member." This entry is to contain the name or company name (alternatively), with the address and URL, along with a maximum of three products or services in the English language. OSADL agrees to grant to the sponsoring member reduced admission fees to one person for each OSADL meeting. For instance, these reduced admission fees are usually midway between the admission fees for regular OSADL members and non-members. Furthermore, the sponsoring member is to receive access to a portion of the protected content of the OSADL website and is to be informed if new content is made available within this area. The sponsoring member may apply upon invitations to bid on OSADL projects. The sponsoring member is likewise entitled to participate actively in meetings of OSADL working groups. Furthermore, participation in sponsoring projects coordinated by OSADL is possible.

## ***Public Relations***

The sponsoring member may publicly announce the fact of the OSADL sponsoring membership; i.e., on the Internet, in print media, in product offers, etc. However, the terms "Fördermitglied" and/or "Fördermitgliedschaft" or "Sponsoring Member" or "Sponsoring Membership" are to always be used thereby. Additionally, the use of one of the two OSADL logos with the addition of "Fördermitglied" or "Sponsoring Member" is permitted. The use of the other OSADL logos is reserved to regular and academic OSADL members. Accordingly, the sole indication of a "membership" and/or "OSADL membership" is also not permitted. Upon admission of a new sponsoring member, OSADL will announce this in a news article and will provide this to the usual media channels. At trade fairs, the sponsoring members of OSADL are specified on a separate poster.

## ***Obligation to Pay Contribution***

The sponsoring member is obligated to pay an annual contribution in the amount of 800.00 euros to OSADL eG (Account 19753506, Volksbank Neckartal eG, Bank Code 672 917 00, IBAN DE10672917000019753506). The annual contribution is assessed on the calendar year and is due at the beginning of the year. If the individual and/or sole proprietorship specified above is admitted in the course of a year, then the contribution will be correspondingly assessed. Each month that has commenced is fully assessed. The membership can be terminated by both sides at least three months prior to the end of a calendar year. The sponsoring member covenants to notify the management board of OSADL of changes in the size of the firm whereby the upper limits speci-

fied above are exceeded in the course of the year following this. If, during the membership, rights are granted to the sponsoring member that were not expressly listed in this declaration, these are freely revocable by both sides, if nothing else is agreed.

### ***Adjustment of the Contract***

The adjustment of the contract, particularly the rate of contribution, takes place through notification of OSADL eG to the OSADL sponsoring member. The notification must take place at least four months prior to the end of the calendar year and may become effective only upon the beginning of the subsequent calendar year. If the sponsoring member does not object to the changes, then the Admission Agreement is changed in accordance with the sponsoring membership. If the member objects, then OSADL eG is entitled to a special termination right until two months prior to the end of the calendar year.

### ***Area of Jurisdiction***

This agreement is subject to the laws of the Federal Republic of Germany. The area of jurisdiction is 72074 Tübingen, Germany.

### ***Signatures***

Location: \_\_\_\_\_

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

Individual or sole proprietor: \_\_\_\_\_  
(Signature)

OSADL Directors: \_\_\_\_\_  
(Signature) (Signature)