

# OSADL Associate Member Base Level Admission Agreement

*Contract Version of June 19, 2017*

The individual, sole proprietorship or small business

Name:

Address:

Country:

URL:

Product/Service 1:

Product/Service 2:

Product/Service 3:

and

Open Source Automation Development Lab (OSADL) eG, Im Neuenheimer Feld 583, D-69120  
Heidelberg/Germany – hereinafter “OSADL” -

agree between one another on the admission of the individual, sole proprietorship or small business  
specified above as Associate Member Base Level of OSADL.

## ***Purpose***

The associate 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 (4) of the OSADL by-laws and § 8 (1), no. 5 of the German Cooperative Societies Act (*Genossenschaftsgesetz*). It does not represent a regular membership in a cooperative society as detailed in § 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. Moreover, the Associate Member Base Level neither may apply for OSADL projects nor vote for those projects. Upon request, it is possible for the associate member to have observing participation in the annual meeting. However, at the express request of regular members, the participation of associate 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 Associate Membership Base Level is directed toward individuals, sole proprietorships and small businesses with not more than three employees and 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 Associate Membership Base Level is terminated at the end of the subsequent calendar year, without requiring a notice of termination.

### ***Benefits***

Unless prohibited by it, the Associate Member Base Level is to appear on the website of OSADL as an "Associate Member Base Level" or "Fördermitglied Basis". 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 English language. OSADL agrees to grant to the Associate Member Base Level 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 Associate Member Base Level 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 associate member may apply upon invitations to bid on OSADL projects. The associate member is likewise entitled to participate actively in meetings of OSADL working groups. Furthermore, participation in projects coordinated by OSADL is possible.

### ***Public relations***

The associate member may publicly announce the fact of the OSADL associate membership; i.e., on the Internet, in print media, in product offers, etc. However, the terms "Fördermitglied", "Fördermitgliedschaft", "Associate Member" or "Associate Membership" are always to be used explicitly. Additionally, the use of one of the two OSADL logos with the addition of "Fördermitglied" or "Associate Member" is permitted. The sole indication of a "Membership" or "OSADL Membership" is not permitted. Upon admission of a new associate member, OSADL will announce this in a news article and will provide this to the usual media channels. Whenever presented the associate members of OSADL are specified on a separate poster.

### ***Obligation to pay contribution***

The Associate Member Base Level is obligated to pay an annual contribution in the amount of 800.00 euros to OSADL (Account 19753506, Volksbank Neckartal eG, Bank Code 672 917 00, IBAN DE10672917000019753506, BIC GENODE61NGD). The annual contribution is assessed on the calendar year and is due at the beginning of the year. If the individual, sole proprietorship and/or small business 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 associate membership can be terminated by both sides at least three months prior to the end of a calendar year. The Associate Member Base Level covenants to notify the management board of OSADL of changes in the size of the firm whereby the upper limits specified above are exceeded in the course of the year following this. If, during the associate membership, rights are granted to the associate 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 to the OSADL associate members. 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 associate member does not object to the adjustment, then the adjustment becomes effective accordingly. If the associate member objects, then the adjustment will not become effective, and OSADL is entitled to a special termination right until two months prior to the end of the calendar year.

### ***Applicable law and place of jurisdiction***

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

***Signatures***

Location:

Date:

**Individual, sole proprietor or authorized signatory of the small business:**

(Name in block letters)

\_\_\_\_\_

(Signature)

**OSADL Director:**

\_\_\_\_\_

(Name in block letters)

\_\_\_\_\_

(Signature)