

## EDUCLOUD ALLIANCE

### ACCESSION AGREEMENT TO THE EDUCLOUD ALLIANCE FOR [add year]

[add date xx/xx/xxxx]

#### 1. AGREEMENT PARTIES

[Company name], business ID [enter business ID], hereinafter referred to as ("Member")

and

The Finnish Centre for Open Systems and Solutions - COSS, business ID 2447953-8, hereinafter referred to as ("COSS" or "Coordinator for Open Source Technology")

#### 2. BACKGROUND AND PURPOSE OF THE EDUCLOUD ALLIANCE

The background and objectives of the EduCloud Alliance ("ECA") have been described in Annex 1, ECA's Charter.

#### 3. ORGANISATION AND DUTIES

ECA's organisation and various roles (incl. membership and ECA's management team) have been described in the annexed ECA Charter.

#### 4. ACCESSION TO THE EDUCLOUD ALLIANCE

A member, including public organisations, joins the EduCloud Alliance by committing to this Accession Agreement and meeting the membership terms defined in this Agreement. The alliance maintains an up-to-date register of its members.

#### 5. MEMBERSHIP TERMS

##### Strategic member

Membership fee in accordance with Annex 2

Legal person

##### Business and operational member

Membership fee in accordance with Annex 2

Legal person

##### Community member

Contribution to ECA, signed Contributor License Agreement

Natural persons, legal persons

### **Edu member**

Membership fee in accordance with Annex 2 or equivalent contribution to ECA that is approved by the management team

Natural persons, legal persons

### **Municipality / city member**

Membership fee in accordance with Annex 2

Legal persons

### **Startup member**

Membership fee in accordance with Annex 2

Legal persons

## **6. OPENNESS**

As part of this Accession Agreement, the Member and Coordinator for Open Source Technology approve the ECA project's Charter, which confirms the project's practices and informs about them (Annex 1). The purpose of the Charter is to specify the project's practices, as well as describe them to third parties. If the ECA Charter and this Accession Agreement contradict each other, this Agreement shall apply.

For the avoidance of any doubt, it is stated that no member shall lose their rights to material they own when disclosing such material as part of the open ECA alliance standard as referred to in the Charter with the annexed Contributor License Agreement (Annex 4).

ECA's members and the Coordinator for Open Source Technology agree that all the results of the consortium's development work shall be published under an open license. An open license is a license in accordance with the definition of an Open Source Initiative (OSI) ([opensource.org/osd](https://opensource.org/osd)).

Such background material, which would prevent the open publication of development work results, may not be used. The Member shall ensure that it only supplies the ECA project with open material that can be published in accordance with the terms of the Charter.

The Member may carry out business activities by utilising ECA's work results as it deems most appropriate, and for the avoidance of doubt, it is stated that it is not in any way committed to openness for its own products or services under this Accession Agreement further than to the extent defined in this Accession Agreement and the Charter.

## 7. ECONOMY

The Coordinator for Open Source Technology shall propose a budget to ECA's management team, and ECA's management team shall either approve or deny the proposal. The budget includes a proposal for membership fees. The memberships for [add year] are in accordance with Annex 2.

The Coordinator for Open Source Technology is responsible for the compliance of the budget.

The aim is that the activities are funded by the fees paid by members, as well as the self-interest-based participation of public organisations. During the early stages, funding may also involve support provided by a public entity, or other funding/participation.

In connection with paying the membership fee, the Member may choose to pay an additional membership fee for an amount that it has personally determined.

## 8. INFORMATION

The Member has the right to participate in the work of ECA's management team or working groups, and shall have access to all necessary information that is required in the relevant work. The Coordinator for Open Source Technology shall also annually review the material created in the ECA project to the extent specified by ECA's management team (no more than in the form of auditing concerning ECA activities) and shall report to ECA's management team.

The ECA project shall publically inform of any significant decisions, and if necessary, about their preparations. Information and its principles shall be approved by ECA's management team. The Charter is published.

The Coordinator for Open Source Technology and Members are aware of limitations concerning the competition law on the exchange of information between competitors. The Coordinator for Open Source Technology is responsible for ensuring that ECA's members are supplied with guidelines on the issue (Annex 3).

## 9. DECISION-MAKING

ECA's management team makes decisions by means of voting. The principle of 1000 euros/vote shall apply to voting, where each member has the number of votes corresponding to its annual membership fee (number of votes = membership fee/1000, rounded down to the closest even number). The number of votes is valid on an annual basis, and the right to vote begins three months after the payment of the membership fee. The number of votes of an individual member can, however, be no more than 10 % of the given votes. In case of a tie, the vote of the management team's chairman is decisive.

In order for ECA's management team to make decisions, the chairman (or the deputy chairman) must convene the management team no later than ten (10) days before the meeting. Meetings can be participated in by phone. Meetings may also be held by email, in which case statements can be submitted for at least ten (10) business days.

The annexes of this Accession Agreement are ECA's documents, and they shall be reviewed by means of the consortium's decision-making process.

The Coordinator for Open Source Technology is responsible for preparing the minutes of ECA's management team meetings. The management team members are provided at least two weeks to familiarise and comment on the meeting minutes.

## **10. DURATION OF THE AGREEMENT**

This Accession Agreement shall enter into force when each party has signed the Agreement. The Agreement shall be valid until further notice., and can be terminated in writing with a three (3) month period of notice, in which case the Agreement shall end at the beginning of the calendar year following the relevant period of notice. Membership fees are non-refundable.

The Agreement shall end with immediate effect, if the Member has failed to pay the undisputed membership fee by its due date, and has not paid the said membership fee within 30 days of the Coordinator's for Open Source Technology written reminder to the Member, and the Coordinator for Open Source Technology shall inform the member in writing about the end of the Agreement.

If either of the parties significantly violates the agreement, and the breach is not corrected within thirty (30) days of a written warning, the other party has the right to terminate the Agreement with immediate effect.

## **11. RESIGNATION**

Members have the right to resign from ECA by informing the management team or its chairman in writing, or by notifying their resignation in the protocol to be handled at the management team's meeting.

## **12. TRANSFER OF THE AGREEMENT**

The Coordinator for Open Source Technology has the right to transfer this Agreement to a third party, if it simultaneously transfers all agreements belonging to ECA's operations (incl. all members' accession agreements, employment agreements, procurement agreements), materials, funds, rights, responsibilities, debts to a third party, which also commits to comply with the duties defined in ECA's Charter. The transfer requires a decision of approval from the management team with a 2/3 majority of votes. After the implementation of the transfer, the previous legal operator is no longer responsible for the obligations in accordance with the Agreement. The member has the right to transfer this Agreement to the member's group company without the permission of the other party.

### 13. APPLICABLE LAW

This Agreement shall be governed by Finnish law, excluding its provisions on international privacy rights, which could lead to the application of another country's legislation. Any disputes arising from the Agreement shall be settled by arbitration.

### 14. AGREEMENT ANNEXES

ANNEX 1	ECA's Charter
ANNEX 2	ECA Membership Fees from 2019
ANNEX 3	Guidelines on limitations concerning the competition law in the exchange of information between competitors
ANNEX 4	Contributor License Agreement

### 15. SIGNATURES

This Agreement has been drawn up in two copies, one for each party.

The Member defined in the Agreement Parties section shall join as a

- Strategic member
- Business and operational member
- Community member
- Edu member
- Municipality / city member
- Startup member

to the EduCloud Alliance.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Place, Date

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Signature

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Printed name