

National Group Affiliation Contract

This contract of Affiliation is made and entered into as of the **1st day of September, 1993** by and between **EUROPEN** and **PUUG** and governs the rights and relationship between the parties set forth below.

EurOpen and the National Group agree as follows:

1. Background

EurOpen, The European Forum for Open Systems, is an international association whose purpose and objectives are for the benefit of users of Open Systems:

- * To promote and advance the knowledge, use and application of Open Systems using compatibility techniques (pioneered by the operating system).
- * To facilitate the exchange of information and view on the use and development of Open Systems.
- * To inform public opinion upon the subject of Open Systems.
- * To provide a focus for the standardisation of techniques used in Open Systems.
- * To encourage internationalisation of Open Systems.
- * To act as a federation of National Open Systems User Groups.

The National Group is a non-profit making organisation with similar aims and objectives to those of EurOpen, convened for that purpose in a territory.

2. Definition of Affiliation

For the purpose of this contract "affiliation" is defined as the relationship between EurOpen and the National Group as set out in this contract.

3. Duration, Change of State and Termination

This contract lasts until the National Group resigns from, or is expelled from, EurOpen.

Upon Termination by either party, the paid contribution of the national Group for the current year is proportionally refunded.

N.B. The change of the member state is defined in the contribution addendum.

EurOpen may expel the National Group according to the rules of EurOpen's By-laws.

The National Group can resign from EurOpen with a prior written notice of six months

4. Rights and Responsibilities

EurOpen has the right to represent itself as having the National Group as an affiliate, as defined in this contract.

EurOpen will assist the National Group in the development of the National Group's organisation. EurOpen will assist the National Group in co-ordinating activities within EurOpen's domain.

EurOpen will not represent the National Group within the National Group's domain, without the consent of the National Group.

EurOpen is hereby granted a non-exclusive license, effective only during the term of this contract, to use the name(s), trademark(s), logo(s), and corporate colour(s) of the National Group (individually and collectively called the National Group's "Marks").

EurOpen will not use the National Group's Marks in any way that implies it represents the National Group. Appropriate acknowledgements will be given to the owner of the mark.

EurOpen will provide services to the National Group at the same cost as to other affiliated National Groups. The provided services are defined in the EurOpen services addendum.

EurOpen will provide the National Group with Governing Board minutes, budgets, financial reports, and other relevant information about EurOpen's services.

EurOpen may undertake to provide a mail shot service on behalf of third parties to the National Group's approved mailing lists.

EurOpen will take no action within the National Group's domain which contradicts the National Group's By-laws, charter, or known decisions.

The National Group has the right to represent itself as an affiliate of EurOpen, as defined in this contract.

The National Group will contribute to the development of EurOpen by participating as fully as possible in EurOpen's activities.

The National Group will not represent EurOpen within EurOpen's domain, without the consent of EurOpen.

The National Group is hereby granted a non-exclusive license, effective only during the term of this contract, to use the name(s), trademark(s), logo(s), and corporate colour(s) of EurOpen (individually and collectively called EurOpen's "Marks"). The National Group will not use EurOpen's Marks in any way that implies it represents EurOpen. Appropriate acknowledgements will be given to the owner of the mark.

The National Group will provide members of affiliated National Group services at the same cost as to National Group members.

The National Group will provide EurOpen with such periodic and other reports on its activities, finances, and membership as may be reasonably required by EurOpen from time to time.

The National Group may use EurOpen's mailing service at cost level prices (time and materials).

The National Group will take no action contradictory to EurOpen's By-laws without the consent of EurOpen.

IN WITNESS HEREOF, each of the parties have executed this agreement by the hands of their duly authorised officers as of the date written above.

EurOpen

Date 11/01/93

Name H. GIBBONS

Signature Helen Gibbons

Title Business Manager

The National Group

Date 93/09/16

Name Dan Jara Costa

Signature Dan

Title MEMBER OF THE BOARD

Addendum A -- Basic Services provided by EurOpen

The following services are provided by EurOpen to the National Groups that have paid the appropriate fee:

1. To create a network for the sharing of information regarding Open Systems.

* Access to EurOpen's expertise.

* Access to other National Groups and their expertise.

* Access to EurOpen peer Groups (e.g. USENIX, UniForum).

2. Regular News Sheet.

Addendum B -- National Group Contribution Categories

This Contribution Addendum defines the membership categories, the contributions associated with them, and the changes between them.

1. Definition of Category

Every member of EurOpen ranks itself in one of the following categories:

1.1. Junior Member

This is an entry-level membership for young and small National Groups. With the exception of very small countries or countries with extreme economical problems the junior membership category is considered a transitional state, and must be approved by the Governing Board for every year.

1.2. Full Member

This is the "normal" category for members of EurOpen.

1.3. Sponsor Member

This membership category gives a possibility to strong and mature National Groups to support the junior members and EurOpen. Sponsor members are given the possibility to be more visible and recognised as sponsors through a sponsorship programme of EurOpen.

2. Contribution according to Category as:

Junior Member	1,000 ECU's /pa
Full Member	5,000 ECU's /pa
Sponsor Member	10,000 ECU's /pa (min)

Changes to these prices may become effective not earlier than six months after the decision of the Governing Board (to be in line with "Change of Category" for the National Group).

Prompt payment is expected as part of the contract of Affiliation.

3. Change of Category

A National Group may upgrade its category at any time. A downgrade is possible with a written notice of a six month period. Paid contributions for a current year will not be refunded under these circumstances.

Decided by the Governing Board of EurOpen in London on May, 9th 1993.