



## Ubuntu German Local Community Team License Agreement

The parties to this agreement are Canonical Ltd, an Isle of Man Association with its principal executive office at One Circular Road, Douglas, Isle of Man, IM1 1AF (“Canonical”), and the Ubuntu-de Local Community Team (“LoCo Team”), represented by the individuals in the following table.

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Email</i>
Matthias Urlichs	Schleiermacherstr. 12, 90491 Nürnberg	+49 911 59818 18	smurf@smurf.noris.de
Julius Bloch	Reichenbachstrasse 37, 01069 Dresden	+49 163 6011545	julius@bloch-hamburg.de
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### 1. Introduction

This agreement provides a mechanism for the existing, active German Ubuntu Local Community Team to obtain a trademark license from Canonical in order to establish a non-profit organisation (“Association”) to support the LoCo Team activities. The Association will provide a mechanism for administrative and financial activities of the LoCo Team and will operate in accordance with local laws and regulations.

### 2. Terms and Conditions

#### Parties to the Agreement

Representatives of the LoCo Team who are parties to this agreement must be recognised as members of the LoCo Team, and at least one must be an Ubuntu members in good standing.

As this agreement authorises the formation of the Association, all terms and conditions herein shall immediately transfer from the signatories to the Association upon registration of the Association.

#### Commencement Date

This agreement is effective the date that a fully signed copy is received by Canonical.

#### Duration

This agreement is valid for one year from the date support begins. The agreement will automatically renew on an annual basis unless terminated in writing, at least three months before the renewal date.

#### Association Name

The Association shall be registered as “ubuntu Deutschland e.V.”.

#### Association Registration

The Association shall be registered as a non-profit or not-for-profit association, according to



German law.

### **Association Membership**

The Association shall have clear and non-discriminatory rules to determine its membership. In particular, any active member of the German LoCo Team may join the Association.

### **Association Governance**

A governance structure for the Association will be defined which conforms with local laws. Its members shall have the ability to determine which individuals are to hold management positions, and those appointments shall be subject to an annual review. The appointment process shall be determined by the LoCo Team, with support from the Ubuntu LoCo Team community.

Only members of the Association can hold its management or director positions. The management team/directors must include at least one Ubuntu member.

A copy of the by-laws used in the founding of the Association are attached to this document. The by-laws may change in accordance with the governance structure defined by the organisation, but those changes shall not void or contradict any condition present in this agreement.

In the event of a dispute, all parties will make good faith efforts to seek and to follow dispute resolution procedures as defined by the Ubuntu Community Council.

### **Association Operation**

The Association's membership will be made aware of any Association expenditures over EUR 250 prior to commitment of those funds. The Association shall resolve any spending disputes in a manner that is satisfactory to the majority of its active members.

### **Association Reporting**

The Association shall provide semi-annual reports, made available to the members of the LoCo Team and Canonical. These reports will describe both operational and financial activities for the preceding 6 month period. The operational report will highlight activities undertaken by the LoCo Team, e.g., conferences attended, services provided, major advocacy initiatives, training conducted, etc. The financial report will contain basic profit and loss and balance sheet reports.

### **Remuneration**

No member or director of the Association shall receive any remuneration without 75% approval by its members.

### **Fees**

All fees and taxes associated with the creation and on-going maintenance of the Association shall be paid by the LoCo Team or by the Association.

### **Delegation of Authority**

This agreement does not delegate any specific authority to the Association or the LoCo Team. Neither organisation can commit Canonical, its trademarks, or its associated entities in any contractual agreement. Canonical will not be bound by any contractual agreements signed by the Association.



### **Trademark Policy**

The Association shall abide by the Ubuntu trademark policy, as written at <http://www.ubuntu.com/-ubuntu/TrademarkPolicy/>. The trademark license contained in this agreement does not give the Association or the LoCo Team rights to re-license the Ubuntu trademark in any way.

### **Termination For Cause**

Either party may terminate this Agreement if one party: (i) seriously neglects the duties assigned him under this agreement, (ii) breaches a material term of this agreement, or (iii) commits any act of gross misconduct.

### **Assignment**

The Association shall not be entitled to cede and delegate all or any of its rights under this agreement to its successors in title of the undertakings of the Association. Any assignment shall require written permission from Canonical.

Canonical shall be entitled to cede and delegate all or any of its rights and obligations under this agreement to its successors in title of the undertakings of Canonical or any member thereof or any other Association.

### **Severability**

In the event any one or more of the provisions contained in this agreement shall be held by an arbitrator or a court to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected. Furthermore, the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid and unenforceable provision in light of the tenor of this agreement, and, upon so agreeing, shall incorporate such substitute provision in this agreement.

### **Changes to the Agreement**

Only a written agreement signed by both parties can change this agreement.



### 3. Signatures

On behalf of Canonical,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

On behalf of the LoCo Team,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

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Signature

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Date

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Name

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name