



OPENCHAIN

## Partner Program Guide & Requirement List

Revision 1

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# Program Guide

The OpenChain Project can benefit from partners acting as a multiplier for spreading the word and encouraging adoption of OpenChain and - eventually - building out an increasingly self-sustaining eco-system with an economic foundation. To accomplish this we have decided to select five entities closely aligned with OpenChain, the open source legal sphere, and the embedded space to test the parameters of what could become a scalable program in 2018. The five entities selected by the Program Manager to help test the partner program concept are: Moorcrofts and id Partners law firms in the UK and Spain respectively, Togan Labs in Ireland, Software Compliance Academy in Germany and Source Auditor in the United States.

At different stages in the lifecycle of the OpenChain eco-system we will want different things from the partner program. Our plan is to run a pilot in 2017 with minimal “ask” requirements in exchange for being named an official OpenChain partner and getting to use our trademarks. Assuming the OpenChain governing board likes the outcome of the pilot program, each year the OpenChain partner program “ask” will be reviewed and may gain additional requirements. The ideal end-goal will be for OpenChain Project, partners and OpenChain adopters of all types to benefit.

The OpenChain Project currently believes the basic type of approach used by Red Hat with their partner program and use of mark may be viable. Naturally we do not want to make this too complex.

The OpenChain Project is keen to develop a compelling commercial partner program. We are equally keen to ensure that any organization, anywhere can adopt OpenChain easily on their own. The OpenChain Project does not want to raise any barriers to entry for entities of any size. Rather, we want the partner program to be a way for organizations without the time or internal expertise to get help with lowering their barriers.

## Partner Program Pilot

The OpenChain Project intends to run a partner program pilot throughout 2017. At the end of the year the success of the program will be assessed by the governing board of the OpenChain Project and continuation and expansion will be decided.

## Partner Benefits

The core benefit of the partner program for potential partners is the use of the OpenChain trademark and endorsement as an official partner of the OpenChain Project. This is similar to the type of benefit provided by programs from companies like Red Hat.

# Partner Program Requirements 2017

In order to be selected as an official “Partner”, the participating entities must meet certain criteria that demonstrate their knowledge of open source, the trust and goodwill they have within the community, and their commitment to OpenChain project and open source generally. For this pilot, the participating Partners will have:

1. Deep familiarity with the OpenChain Project, Specification and goals;
2. Pro-active marketing for and a reasonable effort to contribute towards the OpenChain Project; and
3. Necessary open source expertise and experience to assist its clients in a professional, respectful, and competent manner.

Future requirements and criteria will be stated in the successor version of this Program Guide.

In order for the Partner to be an official Partner of OpenChain Project, the OpenChain Project board must approve the Partner’s application and the Partner must sign a partner agreement with either OpenChain Project or the Linux Foundation. Upon signing the partner agreement with OpenChain Project or the Linux Foundation, the Partner may use the OpenChain partner logo and branding for the purpose of identifying itself as an official Partner who can assist with compliance of OpenChain Specification.

It is up to the Partner to negotiate specific commercial terms with interested clients. However, it’s necessary for the Partner to make it clear to its clients the relationship between Partner and OpenChain. Accordingly, in the commercial agreement between Partner and its client, Partner must expressly state that (1) Partner may not make any representations or warranties on behalf of OpenChain or Linux Foundation, (2) Partner may not commit to any obligations on behalf of the OpenChain Project or Linux Foundation, and (3) Neither the OpenChain Project nor the Linux Foundation is liable for any actions or inaction by the Partner. Furthermore, (4) Partner will indemnify OpenChain Project and the Linux Foundation for any claims related to its actions in the capacity as an OpenChain Partner. Lastly, (5) Partner may not represent to any clients that its service is necessary to comply with OpenChain Project and that it must make the interested client aware of the option of the education materials and the self-certification process.

Once the OpenChain Board approves the application to become a Partner, Partner will enter into an agreement with OpenChain or the Linux Foundation to formalize its relationship with OpenChain Project. The agreement will incorporate by reference this Program Guide, which may be updated from time to time. Once made available to the Partner, Partner must comply with the then-current version of the Program Guide. If Partner fails to comply with the terms of the partnership agreement or the program guide, then Partner may no longer use the

OpenChain trademarks or branding, nor may Partner identifies itself as an official Partner of the OpenChain Project.

## Trademark and Branding Materials

The OpenChain Trademark, Logo and Official Marketing Material as provided by the OpenChain Project

# Partner Agreement

This Partner Agreement (“Agreement”) is entered into by and between Linux Foundation on behalf of itself and the OpenChain Project (collectively, “OpenChain”) and \_\_\_\_\_ (“Partner”) and is dated as of the last signed below. This Partner Agreement includes the OpenChain Program Guide, which is incorporated into this Agreement by reference.

1. Purpose. This Agreement formalizes Partner’s acceptance into and participation in the OpenChain Partner Program (“Partner Program”). Partner’s participation in the Partner Program is subject to its compliance with the terms of this Agreement and the Program Guide.
2. Program. Subject to Partner’s continuous compliance with the terms of this Agreement and the Program Guide, which may be updated from time to time, OpenChain hereby grants Partner a limited license to use the Partner Program trademarks and other branding materials included in the Program Guide, subject to the guidelines contained at <https://www.openchainproject.org/terms>, for the purpose of identifying itself as a Partner of the Partner Program and for the purpose of assisting its clients on complying with the OpenChain Specification.
3. Restrictions. As condition to Partner’s participation in the Partner Program:
  - a. Partner may not make any representations or warranties on behalf of OpenChain or Linux Foundation;
  - b. Partner may not commit into any obligations on behalf of OpenChain or Linux Foundation;
  - c. Neither OpenChain nor Linux Foundation is liable for any actions or inaction by the Partner, or for any payments or obligations owed by Partner;
  - d. Partner may not represent to any clients that its service is necessary to comply with OpenChain Project; and
  - e. Partner must make an interested client aware of the availability of the OpenChain curriculum materials and the self-certification process.
4. Contracts with Clients. Partner is free to enter into any terms with its clients, provides that its agreements with its clients for the purpose of complying with the OpenChain Specification include the following:
  - a. Express statements and disclaimers consistent with Sections 3(a) - 3(c) above.
  - b. Express warranty that Partner will provide the services in a professional manner.
  - c. Express statement that Partner is solely responsible for its actions or inactions under its agreement with its clients.

5. Indemnification. Partner must indemnify OpenChain Project and the Linux Foundation for any claims related to its actions in the capacity as an OpenChain Partner.
6. Term and Termination. This Agreement is effective as of the date last signed below and continues until termination. Either party may terminate this Agreement for convenience upon 30-day notice to the other party. OpenChain may terminate the Partner Program at any time upon notice to Partner and without liability to Partner. This Agreement will also terminate immediately upon Partner's non-compliance with the terms of this Agreement.
7. Effect of Termination. Upon termination of this Agreement, Partner may no longer use the OpenChain trademarks or branding, nor may Partner identify itself as a Partner of the OpenChain Project.
8. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, OPENCHAIN AND THE LINUX FOUNDATION MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE PARTNER PROGRAM. THE PARTNER PROGRAM IS PROVIDED "AS IS." OPENCHAIN ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to Partner.
9. LIMITATION OF LIABILITY. OPENCHAIN AND THE LINUX FOUNDATION DOESN'T EXCLUDE OR LIMIT ITS LIABILITY TO PARTNER WHERE IT WOULD BE ILLEGAL TO DO SO. OPENCHAIN, THE LINUX FOUNDATION AND ITS AFFILIATES WON'T BE LIABLE FOR:
  - i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
  - ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT OPENCHAIN, THE LINUX FOUNDATION OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. OPENCHAIN AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT OF OTHER PARTICIPANTS IN THE PARTNER PROGRAM.

OTHER THAN FOR THE TYPES OF LIABILITY OPENCHAIN AND THE LINUX FOUNDATION CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), OPENCHAIN AND THE LINUX FOUNDATION LIMITS THEIR LIABILITY TO PARTNER TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT PARTNER HAS PAID

THE LINUX FOUNDATION SPECIFICALLY FOR OPENCHAIN PROJECT MATTERS  
UNDER THIS AGREEMENT.

10. Miscellaneous. All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for OpenChain is [openchain-governing@lists.linuxfoundation.org](mailto:openchain-governing@lists.linuxfoundation.org) and for Partner is [EMAIL]. Any amendment must be in writing and signed by both Parties. This agreement does not confer rights on any third party beneficiaries. The term "Partner" is used as a convenience and does not imply a legally constituted partnership between the parties. This Agreement sets out all terms agreed between the Parties. All claims arising out of or relating to this Agreement will be governed by Oregon law, excluding Oregon's conflict of laws rules, and will be litigated exclusively in Portland, Oregon, USA. The existence of this Agreement and conditions herein will be treated as confidential and will not be disclosed to any third party without the other party's prior consent.

AGREED / DATE:

THE LINUX FOUNDATION  
On behalf of the OpenChain Project

Partner  
[BUSINESS NAME]

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date: