

Sakai Quebec Charter

2 June 2006

Reported in e-mail of Ian Dolphin, University of Hull, from the Sakai Conference in Vancouver BC, Canada

(From mail of May 4th 06)

NB: This should be accompanied by the new SF Membership agreement, which Mary Miles has the most recent, official, version of. The MOU below is a rider, an attachment to that Membership agreement which SQu will sign.

Common Understanding

Note - SQ must come up with its mission and goals and include the text of those statements as an attachment to this document.

Sakai Quebec affirms that the Sakai Foundation retains full ownership and responsibility for the Sakai name and trademarks. The foundation sees great value in regional groups that are working with and extending Sakai, thus, the foundation is pleased to provide a MOA regarding "Sakai Quebec" as a regionally affiliated group with the Sakai Foundation.

In the relationship between Sakai Quebec and the Sakai Foundation, the overriding principle for the Sakai Foundation is that Sakai Quebec will enhance and support the Sakai Foundation's intellectual property, brand, activities and directions.

Sakai Quebec is a non-profit consortium which will assemble leadership and developer resources to help Sakai Quebec members make best use of Sakai.

Sakai Quebec agrees that one of its goals is to promote and sustain the Sakai Foundation code base, the adoption of the Sakai product within Quebec and elsewhere, and support the long term vitality of the Sakai Foundation.

Sakai Quebec agrees to take necessary steps to insure that the relationship between the Sakai Foundation and Sakai Quebec is made very clear to the public and its members. This should be made very clear on the Sakai Quebec web site, Sakai Quebec membership agreement documents, and elsewhere as appropriate. Sakai Quebec and Sakai Foundation will work together to come up with wording which accurately reflects the relationship.

Sakai Quebec must accurately represent the Sakai Foundations values of open source, community source, and inclusion when dealing with the public and members of Sakai Quebec.

Sakai Quebec will join the Sakai Foundation as a member and remain as a member in the Sakai Foundation as long as the name Sakai Quebec continues to be used. This membership only confers benefits such as voting for the Sakai Board members or

discounts on conference registration to Sakai Quebec itself and not to the members of Sakai Quebec unless those members also join the Sakai Foundation.

Sakai Quebec must make it clear to the members and potential members of Sakai Quebec, that joining Sakai Quebec does not include membership in the Sakai Foundation. Sakai Quebec agrees to encourage Sakai Quebec members to also join the Sakai Foundation for those members when and where Sakai Foundation membership is appropriate for a Sakai Quebec member.

Sakai Quebec must also make it very clear that Sakai Quebec members are welcome and encouraged to participate directly with the Sakai Foundation. Sakai Quebec must not represent itself as a required "gateway" for Quebec organizations to work with the Sakai Foundation. Sakai Quebec cannot imply that membership in Sakai Quebec is required for Quebec organizations as a pre-requisite to Sakai Foundation membership.

This relationship does not confer any type of exclusivity or "territory". Sakai is an open source project and as such any organization or company can use Sakai software operate in Sakai's interest in Quebec or elsewhere.

Sakai Quebec agrees not to produce a competing software release of the Sakai product. It is acceptable for Sakai Quebec to produce a release with features and patches beyond the Sakai release. If Sakai Quebec chooses to make a patch release of Sakai Software, the release must be done using the Educational Community License.

If Sakai Quebec chooses to establish a product based on Sakai which is not released under the Educational Community License, then the word Sakai cannot be used in any way in the name of that product. It is acceptable to say that a non-ECL licensed product is based on Sakai - but not to call the product Sakai in any way.

To the extent possible, Sakai Quebec agrees to contribute back modifications to the Sakai code base so as to enhance and maintain the core Sakai Code base. The authors and organizations making these contributions will need to sign Sakai Foundation Contributor agreements.

Sakai Quebec will encourage its members to adopt and use the Apache or Educational Community License.

Sakai Quebec must operate as a not-for-profit organization and cannot transfer the name or any other aspect of this agreement to a for-profit entity.

This agreement should be reviewed every six months with a meeting between the Sakai Foundation Executive Director or Board Chair and Sakai Quebec.