



Jericho Forum
Memorandum of Understanding
Version 2, 13th January 2009

Structure

The Jericho Forum will operate as a forum of The Open Group, and be subject to the general rules, terms and conditions of membership of The Open Group. On request of the Board of Managers, The Open Group will provide a Programme Director and support services appropriate to the fee level and any other payments provided by the Jericho Forum Membership. The Jericho Forum Board of Managers will agree with The Open Group the appropriate level of resourcing which will include the proportion of Forum funds that will be allocated to administration, research and other activities agreed by the membership, such as meetings or marketing.

Accounting

The Jericho Forum income and expenditure will be separately accounted for by The Open Group and be reported on at least a quarterly basis to the Jericho Forum Board of Managers, and annually to the membership.

Services

The Open Group will provide the support services for the Jericho Forum as described in The Open Group Proposal dated 28th October 2004 (“the Proposal”), and in accordance with subsequent agreements with the Jericho Forum Board of Managers.

Branding/Trademarks

The use of the term ‘Jericho Forum’ and any marks or branding of the Jericho Forum – whether by Jericho Forum members or otherwise - will be under the sole authority of the Jericho Forum Board of Managers. The Open Group has registered ‘Jericho Forum’ as a trademark, and has also registered appropriate “Jericho” web URLs that it will hold on behalf of the Jericho Forum membership. Except as above, The Open Group itself has no rights in the use of the Jericho brand for purposes not related to the activities of the Jericho Forum.

Ownership of Materials

The ownership and release of Jericho Forum work items will be in accordance with the standard rules of The Open Group, and will remain under the direction of the Jericho Forum.

Role of the Jericho Forum Board of Managers (the Board)

- The Board will manage the relationship of the Jericho Forum with The Open Group as service provider, agreeing the services provided, and will monitor expected levels of performance.
- The Board will agree the formal work programme of the Jericho Forum and the official deliverables to be branded with the Jericho Forum mark. The Board will approve work-group leaders and agree any Jericho Forum-funded work.
- The Board will approve all use of the Jericho Forum name, web URLs and trademark.
- The Board will promote the activities of the Jericho Forum and plan and approve all events, conferences and publicity events.

- The Board will agree the nature and existence of any relationships and interactions between the Jericho Forum and other organisations and standards bodies.
- The Board will determine the classification of members into customer, vendor or individual.
- The Board will set the annual membership fees needed to pay service fees and fund work items.

Composition of Board of Managers

The Jericho Forum will be managed by an elected group of up to 7 (seven) individuals drawn from the fee-paying membership, who are elected for a 3-year term. To maintain customer-member control of the Jericho Forum, elected vendor members may only compose a minority (< 50%) of the Board.

Elections will be conducted through the Web site or email. Eligible candidates may self-nominate, and do not need to be a voting representative of a member. The candidates with the most votes from the fee-paying membership of the Jericho Forum (one member, one vote) will be elected, except that once the limit of elected vendor-members (<50% of the Board) is reached, only votes for customer-member candidates will be counted to fill the remaining Board positions. An election will be called when a Board member has served his/her 3 year term, or when a Board seat becomes available through resignations. A full election of the Board can be called at any time at the request of a simple majority of the fee-paying Jericho Forum members.

Each elected Board position will be held individually rather than by the company affiliation of the member. The individual elected to the Board need not be the member's voting representative. On transferring business affiliation, elected individuals whose affiliated company does not gain or retain membership of the Jericho Forum will be required to resign. If an elected customer individual transfers to an organisation classed as a vendor member resulting in the <50% of vendor members limit being exceeded, they will be required to resign. Any member of the Board who for a period of 6 months has failed to attend meetings of the Board (physical or by audio) may be required to resign if so requested by the majority of the Board.

The Board will elect its own Executive Chairman, Deputy (Meeting) Chairman and other necessary officers as it deems fit. Others may be seconded to the Board, without voting rights, as required by the Board.

Membership Eligibility and Status

Because the Jericho Forum is set up to develop customer requirements, membership of the Jericho Forum is classified into customer and vendor members with differing participation rights and fee structures. Any company, organisation or individual entitled to become a member of The Open Group may apply to join the Jericho Forum, and the Board will allocate the class of membership based on their consolidated views of the nature of business affiliation of the applicant. Suppliers of hardware, software, IT services and/or IT related consultancy will generally be considered to be vendors. As each company member of the Jericho Forum may have several representatives participating, each customer company will nominate a voting representative.

The Board will admit interested organizations that are Forum Buyout Members or Sponsor Members of The Open Group to the Jericho Forum without paying an additional fee.

In addition to company members, the Board may invite specific individuals to join on an annual basis based on recommendations of their personal contribution to the work.

At the sole discretion of the Board, vendors and individual members may participate in the development of work items and have access to all Jericho Forum materials published and draft.

Voting and Approval of Outputs

The quorum for votes by the Board of Managers is four elected board members. To maintain the customer-led nature of the Jericho Forum, if a quorate vote of the Board of Managers is not unanimous then that vote must go to an email vote by the full Board.

Approval and adoption of Jericho Forum publications and any other output will be through initial recommendation of the Board, followed by the simple majority ballot of Jericho Forum fee-paying members participating on any vote.

Fees

Fees will be set by the Board of Managers, not necessarily aligned with the current membership fee structure of The Open Group. Under the current fee structure of The Open Group, vendor members pay more than customer members, and invited individuals have a token fee which the Board may agree to waive in exchange for specific contributed value. At the discretion of the Board and individual participating members, additional work items may be funded by contributions from those members.

Contracting and Liabilities

Jericho Forum members will contract with The Open Group directly for membership services and, in joining the Jericho Forum as an affiliate of The Open Group, will also agree to the direction set in this Memorandum of Understanding.

As a voluntary collaborative organisation, for work conducted within the Jericho Forum, neither The Open Group nor any member of the Jericho Forum is under any legal obligation for the quality or timeliness of work they produce. Similarly, neither The Open Group nor the Board has any legal or commercial obligations or liabilities either jointly or severally.

13th January 2009

AGREED by the parties through their authorized signatories:

Signed for and on behalf of
Member

Signature:

Name:

Title:

Date:

Signed for and on behalf of
The Open Group

Signature:

Name:

Title:

Date:
