

# OpenStreetMap Foundation Local Chapters Agreement

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## Preamble

The OpenStreetMap Foundation is an international non-profit organisation supporting but not controlling the OpenStreetMap project. It is dedicated to encouraging the growth, development and distribution of free geospatial data and to providing geospatial data for anybody to use and share. OpenStreetMap Foundation local chapters are not-for-profit organizations, which operate in a specific geographical region and support the aims of the OpenStreetMap Foundation. This agreement constitutes the formal recognition of an organization as an OpenStreetMap Foundation Chapter and defines the rights and obligations of both the OpenStreetMap Foundation and the OpenStreetMap Foundation Chapter.

## 1. Identity of the Parties

In this agreement:

"the OpenStreetMap Foundation" (or "Foundation") is a company limited by guarantee and registered in England and Wales under number 05912761.

"the Chapter" refers to non-profit organization Hliðskjálfr, registered in Iceland under number 541113-0880.

## 2. Purpose

The Chapter and the Foundation each shall seek to mutually support the activities of the other. The Chapter shall represent the interests of its constituency to the OpenStreetMap Foundation. The declared goals of the Chapter must be aligned with those of the OpenStreetMap Foundation. If the Chapter is a sub-organisation of a larger body the goals of the larger body must not be in opposition to those of the Foundation.

## 3. Name

Irrespective of its incorporated name, the Chapter must use OpenStreetMap á Íslandi as operating title for all its OpenStreetMap related activities and for all operations as an OpenStreetMap Foundation chapter for as long as this agreement is in force.

## **4. Geographic limits**

This Chapter will represent the interests of the local community in its designated geographic region of Iceland. The Foundation will not establish any other local Chapter within the geographic region without consulting with the Chapter. The OpenStreetMap Foundation may permit thematic Chapters or other special purpose organisations of the Foundation to operate in its designated region.

## **5. OpenStreetMap logos and trademarks**

5.1. The OpenStreetMap Foundation seeks to protect its interest in its trade and business marks, and other intellectual property in addition to ensuring that its good reputation is not tarnished by the improper use of those marks. In this agreement "OpenStreetMap related marks" refers to: "OpenStreetMap", "OSM" used in a geo-data context, "OpenStreetMap Foundation", "OSM Foundation", "OSMF", "State of the Map", "SOTM", and the OpenStreetMap magnifying glass logo (CTM 007366991) and derivatives. The OpenStreetMap Foundation may update the list of OpenStreetMap related marks from time to time by informing the Chapter of any changes.

5.2. The Chapter is hereby granted a license to use the operating title and logo by the Foundation for the duration of this agreement. On termination of this the Chapter must transfer any registrations of OpenStreetMap related marks or similar exclusive rights to the Foundation or, in the case of registered rights, de-register them.

5.3. The Chapter will respect any OpenStreetMap visual identity guidelines and intellectual property polices communicated to it by the OpenStreetMap Foundation from time to time.

5.4. The Chapter will not (i) register or otherwise attempt to obtain exclusive rights to any mark that is identical or similar to any of the OpenStreetMap related marks (ii) use any name (such as a domain name or company name) that is identical or similar to any of the OpenStreetMap related marks; except if so directed to by the Foundation.

## **6. Membership**

The Chapter and the Foundation each run their own, independent membership scheme.

## **7. Conduct**

7.1 The Chapter shall seek to ensure in all dealings that it does not appear to speak for or act on behalf of the Foundation except insofar as may be agreed upon with the Foundation. The Foundation shall not speak or act on behalf of the Chapter except insofar as may be agreed upon with the Chapter.

7.2 The Chapter agrees to support the activities of the Foundation so far as it is permitted to do so and to refrain from (a) engaging in any illegal activity; (b) engaging in any social or political activism which might distract from promoting the goals of the OpenStreetMap Foundation; and (c) engaging in any activity that might negatively impact the work or image of the OpenStreetMap Foundation.

7.3 The Foundation agrees to support the activities of the Chapter and to as far as possible not engage in any activity that negatively impacts the work or image of the Chapter. The Foundation will take the interests of all its Chapters into account in its decision processes.

## **8. By-laws**

8.1. The Chapter shall supply to the Foundation a copy of its current by-laws and or incorporation documents together with an accurate translation into English if not already in that language.

8.2. The Chapter is required to inform the Foundation of any planned or actual change in the by-laws, status, number of members or other important changes of the Chapter that might affect the Foundation or the continued existence or effectiveness of this agreement.

8.3. The Foundation is required to inform the Chapter of any planned or actual change in the by-laws or status of the Foundation that might affect the Chapter or the continued existence or effectiveness of this contract.

## **9. Activity report**

9.1. The Chapter shall supply a written activity and financial report in English at least once a year, within 18 months of each chapter year end to the Foundation.

9.2. The Foundation shall supply a written activity and financial report from the Foundation Board in English to the Chapter within 18 months of each OpenStreetMap Foundation year end.

## **10. Duration and revocation**

10.1. The term of this agreement is one year and is automatically renewed unless either party gives notice three months in advance. Notice of revocation needs to be made in writing and given to the other party. Upon termination of this agreement, the chapter will cease to be recognized.

10.2. The Foundation may terminate this agreement immediately without notice if:

(a) effective control of the Chapter changes, directly or indirectly, by purchase or other means; or

(b) if the Chapter ceases to support the goals outlined in clause 1 of this agreement; or

(c) if the Chapter materially breaches any term of this agreement.

## **11. Applicable Law**

This agreement is subject to English law, without regard to conflict of law rules. The courts of England have exclusive jurisdiction over any dispute arising out of this agreement.

## 12. Jurisdiction and Venue

The Foundation and Chapter agree that in the event of litigation, venue shall be proper only in the courts of competent jurisdiction for England. The Foundation and Chapter agree to be subject to the jurisdiction of said courts for purposes of any action brought pursuant to this agreement.

## 13. Mandatory Mediation

Prior to the commencement of any lawsuit, both parties agree to a mandatory mediation process, to be conducted before a certified mediator agreed by the parties or in the absence of agreement appointed by the Centre for Alternative Dispute Resolution. Upon completion of good faith mediation and certification of an impasse by the mediator, either party may bring suit no sooner than 30 days following the certification of impasse. Each party will contribute one half of the costs of the mediator. If either party fails to do so on request by the mediator, then the other party may bring suit.

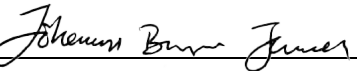
**OpenStreetMap Foundation**

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Date: 19th January 2015

Kate Chapman, OpenStreetMap Foundation Chair

**Hliðskjálfi**

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Date: 20th January 2015