



OPENCHAIN

Partner Program Guide & Requirement List

Revision 2
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Shane Coughlan
Previous Authors: Hung Chang, Dave Marr, Jilayne Lovejoy
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The OpenChain Partner Program

The OpenChain Project seeks to benefit from a Partner Program acting as a multiplier for spreading the word and encouraging adoption of OpenChain and - eventually - building out an increasingly self-sustaining ecosystem with an economic foundation.

Our current iteration of the Partner Program has minimal “ask” requirements in exchange for being named an official OpenChain partner and getting to use our trademarks. This “ask” will be reviewed periodically by the OpenChain Governing Board and may gain additional requirements at their discretion with a reasonable period of notice towards existing partners. The goal is for OpenChain Project, partners and adopters of all types to benefit.

The OpenChain Project is keen to develop a compelling commercial Partner Program program. We are equally keen to ensure that any organization of any size can adopt OpenChain easily on their own and without any barriers to entry. The Partner Program is positioned as a support network for organizations without the resources or internal expertise to adopt OpenChain alone.

Partner Program Benefits

The core benefit of the Partner Program is for participants to obtain permission for the use of the OpenChain trademark and to receive endorsement as an official partner of the OpenChain Project. This is similar to the type of benefit provided by similar Partner Programs from companies such as Red Hat.

Partner Program Requirements 2019

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 open source community, and their commitment to OpenChain project.

Participating Partners will have:

1. Necessary open source expertise and experience to assist clients in a professional, respectful, and competent manner;
2. Deep familiarity with the OpenChain Project, Specification and our goals;
3. Pro-active marketing for and a reasonable effort to contribute towards the OpenChain Project as a whole rather than simply their product offering.

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 the OpenChain Project via 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 as contained in Appendix 1 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 is 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 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 via 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 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:

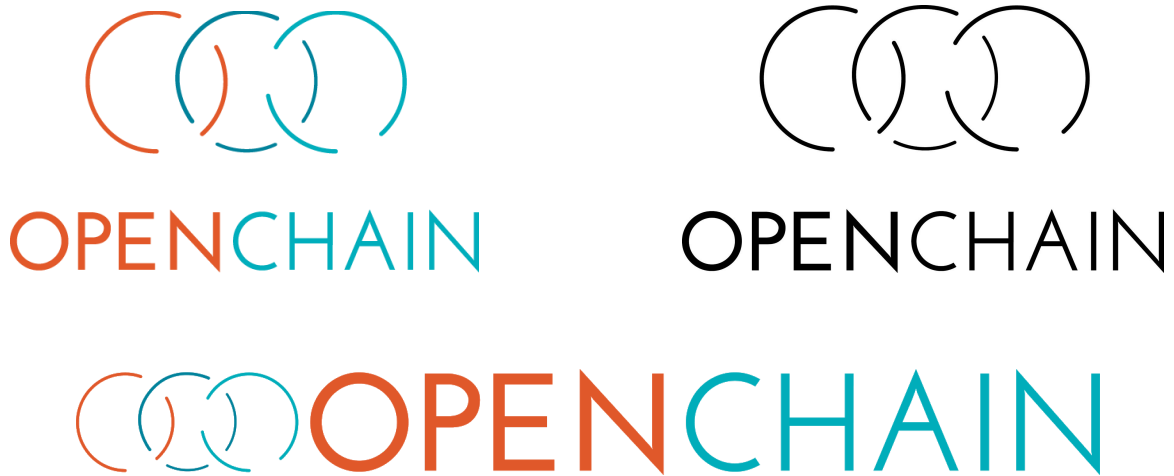
Title:

Date:

Appendix 1

Item 1

The OpenChain Logo for the purpose of identifying oneself as an OpenChain Partner and the adjacent provision of services related to OpenChain and open source compliance in the supply chain.



Item 2

The OpenChain Logo for the purpose of showing conformance with the OpenChain Specification 1.0, 1.1, 1.2 and 2.0, for use either to explicitly identify open source compliance programs that meet such requirements, or for marketing or resource material explaining the existence of and utility of such a mark.

The above logos may be obtained from the OpenChain Project in various formats and sizes as needed by official OpenChain Partners and companies working on or completing OpenChain Conformance via self-certification or third party certification. Contact the project as outlined on the website www.openchainproject.org for further information.

