



## Memorandum of Understanding

The Kuali Foundation (“Foundation”) was conceived with a vision for a healthy ecosystem of relationships among stakeholders in higher education, and this vision has always included a vital role for commercial organizations. The Foundation Board has carefully considered options that balance (1) commercial engagement in the community source project with (2) plans for self-funding and sustainable relationships with for-profit companies. The board acknowledges that higher education and some companies are moving into largely new territory in establishing a mutually healthy ecosystem around open source software. Therefore, the Foundation Board is offering commercial engagement with the Foundation through the following processes and terms that we hope will be mutually beneficial to all involved:

1. Because of the diversity of business models, the board is open to receiving short proposals that outline commercial intent, needs, and interests in a relationship with the Foundation. The proposals that articulate a clear plan and shared values for supporting Kuali software and/or project objectives will – at the discretion of the Foundation Board – be invited to become a Kuali Commercial Affiliate (KCA or “Affiliates”).
2. Affiliates will be equal members of the Foundation with the same voting and participation rights as educational institutions and other members of the Foundation.
3. Affiliates acknowledge that they are receiving staff services that are also being paid for by other members of the Foundation. Thus, Affiliates agree to the following terms:
  - a. Affiliates will not in any way convey, advertise, or solicit business via communications with or among Foundation members using Kuali discussion lists.
  - b. Affiliates agree not to use the institutional names or trademarks of the Foundation members in sales and marketing materials unless specific permission is granted by the institution whose trademark, logo, or motto is being used.
  - c. Affiliates are encouraged to use the term “Kuali Commercial Affiliate” in their communications and to display the Kuali Commercial Affiliate logo on their website and in brochures. Affiliates agree to remove any use of the Kuali Commercial Affiliate logo on their website or any communications if they cease to be a Kuali Commercial Affiliate as recognized by the Kuali Foundation Board (or its successor).
4. Affiliates can send up to three participants to the Kuali Foundation’s Annual or Semi-annual Conferences without registration fees. Additional attendees should register per the program guest registration fee.
5. Affiliates acknowledge that the terms of KCA may be changed at any time by the Kuali Foundation Board. Changes affecting this Memorandum of Understanding will be posted to the Kuali Website [www.kuali.org](http://www.kuali.org) with an email notice to Affiliates and will be effective when posted unless otherwise specified in the posting.
6. The Kuali Foundation Board values the insights of Affiliates in developing an economically self-funding and viable plan for successful, long-term commercial engagement. The Affiliates are encouraged to individually and collectively advise the Kuali Foundation Board regarding the evolution of KCA.

7. The Kualu Board reserves the right to terminate Affiliate status at any time and at its sole discretion for breeches of the terms outlined above.
8. The annual membership fees for Kualu Commercial Affiliates are \$20,000 per calendar year 2007 and subsequently as prescribed by the Board. Affiliates will receive an invoice with payment terms and remittance addresses. KCA dues will be used to support the ongoing business of the Foundation including conferences, staff, and other needs to ensure the success of the Kualu software.

Acknowledged by: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Primary KCA Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_

\_\_\_\_\_

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Please return a signed copy to:

Kualu Foundation  
c/o Julie Dreesen  
Indiana University Franklin Hall 116  
601 East Kirkwood Avenue  
Bloomington, IN 47405-1223