

MEMBERSHIP AGREEMENT FOR THE ENTERPRISE ARCHITECTURE BODY OF KNOWLEDGE CONSORTIUM

This Enterprise Architecture Body of Knowledge (EABOK®) Consortium Membership Agreement (hereinafter referred to as “Agreement”) is entered by and among Members (as defined below).

I. CONTEXT AND PURPOSE

An Enterprise Architecture Body of Knowledge (EABOK®) effort has been initiated to serve as a focal point of Enterprise Architecture (EA) knowledge for the EA community. The EABOK® is intended to be sustainable, maintain the currency, and to increase the information shared with the EA community. The sustainability is achieved by inviting submissions of EA articles from professional organizations, leading organizations, and the EA community.

The EABOK® will be presented as a collaborative website. Authors from the EA community may submit information for inclusion in the EABOK®. The information may either be new, specifically written for the EABOK®, or abstracts of previously existing material, such as books, journal articles, and existing Web sites.

An EABOK® governance process considers the submitted information and decides its appropriateness for inclusion in the EABOK® and where it fits in the knowledge structure. The EABOK® governance also has an organized structure. This structure consists of a community governance board, a community advisory panel, knowledge area working groups, and a support group. The EABOK® governance process is further described in a set of documents that include a charter, a set of bylaws, and a procedure for submitting, reviewing, and deciding on submitted material.

The purpose of the EABOK® Consortium is to provide a way to organize, manage, and support the process and structure elements of EABOK® governance, and to provide guidance to the organizations and individuals performing EABOK® governance roles. This Agreement details how that will be accomplished.

II. DEFINITIONS

- A. *Member* – Any organizational entity or individual person that has signed this Agreement and whose membership in the Consortium is in good standing.
- B. *Consortium* - An association of Members managing and governing the EABOK®.
- C. *Individual* – A person who is either an individual Member or represents an organization Member. All governance functions are performed by, and all governance groups are populated by, Individuals.
- D. *Governance Board* –The group charged with determining the content of the EABOK® website.
- E. *Chairperson* – An Individual chosen by the Governance Board to lead the Consortium.
- F. *Governance Board Ex Officio* – An EABOK® website host organization representative who ensures that all material approved by the governance board meets the host organization’s legal and information release policies. The initial website host is The MITRE Corporation.
- G. *Effective Date* –The date of each respective Member’s signature on this Agreement.

III. MEMBERSHIP AND ORGANIZATION

A. Consortium Membership

Membership in the EABOK® Consortium is attained by invitation of select individuals from Industry, Academia, and Government. Organizations are entitled to have multiple Individuals represent them in the Consortium. However, no Member organization may be represented by more than one (1) individual on the Governance Board at any point in time. Individuals from member organizations

will act in accordance with this Agreement. Organizations agree to support their Individual representatives in the performance of his/her role in the Consortium. Organizations further agree that any coordination or approvals among their Individual representatives are the responsibility of the Member organization and not the Consortium.

B. Consortium Responsibilities

Responsibilities of the Consortium include:

- Create and maintain the EABOK® governance structures, processes, policies, and procedures, including the EABOK® Bylaws, the EABOK® Product Charter, and the EABOK® Workflow.
- Select the initial Governance Board members.

Additional activities of the Consortium may include:

- Define and conduct EA-related projects as desired.
- Sponsor events as desired.
- Support activities that further the EABOK® vision, for example, white papers, participation in discussion forums, organizing or overseeing activities.
- Make public statements, including prior approved press releases, member visits, and visible participation in community events that raise EABOK® awareness.

C. Meetings

Meetings will be scheduled from time to time as determined by the Governance Board and the Consortium members. Initially, Consortium meetings will be held semiannually, for one to two days. Additional Governance Board meetings will be held once a month.

D. Withdrawal or Removal of a Member

Members may terminate this Agreement and participation in the Consortium at any time by sending a written notice to the Governance Board Ex Officio. The Consortium in its sole discretion, upon the recommendation of the Governance Board, may terminate a Member's Agreement by written notice. Upon termination, the Member's status in the Consortium will be noted as "in active".

E. General

The EABOK® Consortium is formed exclusively as a non-profit entity. Nothing contained in this Agreement and no action taken by an Individual shall be deemed to render the Individual an employee, agent or representative of the Consortium, or shall be deemed to create a partnership, joint venture, or syndicate between or among any of the other Members or with the Consortium. Members are not authorized to bind the Consortium or its other Members to any contractual obligations. Each Member is solely responsible for his/her actions and omissions, and each organization Member is solely responsible for the actions and omissions of its Individual representatives.

IV. DECISION-MAKING

Major decisions concerning the EABOK® governance process or Consortium activities shall be made by the simple majority of the Board of Governors.

V. INTELLECTUAL PROPERTY

All intellectual property will remain the intellectual property of the contributing party and no license to any intellectual property is granted or implied unless subject to a separate licensing agreement. Any intellectual property jointly developed or created by Member(s) in the course of participating in the EABOK® or related to the EABOK® shall be exclusively owned by the Consortium. The Members agree to

execute any document or instrument the Consortium deems reasonably necessary to enable the Consortium to apply for, prosecute, and obtain copyrights, patents, or other proprietary rights in order to transfer to the Consortium all rights, title, and interest in said intellectual property. Any such intellectual property shall be freely available to all active Members.

VI. COSTS AND EXPENSES

Members participating in Consortium activities and EABOK® governance functions will bear their own costs and expenses such as travel, employee compensation, and incidental expenses.

VII. CONFIDENTIALITY AND PUBLICITY

All information submitted for inclusion in EABOK® website shall be considered and treated as public and non-confidential. General discussions and information exchanged by Members during the operation of EABOK® is non-confidential. However, the parties may exchange non-public or proprietary information (“Proprietary Information”) and Proprietary Information shall not be disclosed to any third party and shall be held in the strictest of confidence and not used for any purpose other than which it was disclosed. The execution of a negotiated non-disclosure agreement is required for any contemplated sharing of Proprietary Information between Members.

Members shall not use the name of any other Member to generate publicity unless that Member provides prior written authorization.

No Member shall use the EABOK® or EABOK® Consortium name and/or logo in any manner without the approval of the Governance Board. Trademarks, service marks, copyrights, and logos (collectively, “Marks”) created by the Consortium, registered or otherwise, are the property of the Consortium. Use of the term EABOK® shall be governed by such policies, procedures, and guidelines as may be established and approved by the Consortium from time to time, and in accordance with applicable law.

VIII. LIMITATIONS

A Member’s participation in the Consortium and a Member’s use/submittal of intellectual property from/to the Consortium is on an “as is” basis, without warranties or conditions of any kind, either express or implied including, without limitation, any warranties or conditions of title, non-infringement, merchantability or fitness for a particular purpose. No Member shall have any liability for any direct, indirect, incidental, special, exemplary, or consequential damages (including without limitation lost profits, lost sales, lost revenue, or loss of goodwill), however caused and notwithstanding the theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of this Agreement.

IX. CHANGES

This Agreement may only be modified by a simple majority decision of the Governance Board.

X. NOTICES

Any notice or communication (a “Notice”) required or permitted under this Agreement shall be in writing and shall be sent by electronic mail to the address provided below.

If to the EABOK®:

EABOK@mitre.org

If to Member:

At the email address given in the signature block.

XI. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, without the express prior written unanimous consent of the Governance Board.

By permission of the Governance Board, MITRE may transfer the EABOK® website to another entity (successor of interest) who will agree to assume all of the rights and responsibilities established by the Consortium.

XII. FREEDOM OF ACTION

The Members are committed to fostering open competition, and the Consortium is not intended to hinder such competition in any way. Each Member hereby acknowledges that it and the other Members may be competitors in certain lines of business and/or research and agree to act in a manner which complies in all material aspects with applicable state, federal and international antitrust laws and regulations. Each Member agrees not to communicate with the other Members in a manner that may violate such laws, which may include communicating with respect to prices, costs, quantity of production levels or other similar information.

XIII. GENERAL

This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. Except with respect to policies, guidelines, and procedures that may be adopted by the Consortium, this Agreement is the only agreement between each Member and the other Members with respect to the subject matter hereof, and supersede any other prior agreement. Each Member agrees to comply with all applicable laws and regulations while participating in the Consortium.

Agreed to and accepted by:

MEMBER:

SIGNATURE

NAME

AFFILIATION

EMAIL ADDRESS

DATE