

**DSDM CONSORTIUM**  
**COMMUNITY MEMBERS**

**TERMS AND CONDITIONS OF MEMBERSHIP**

(These form part of the Membership Form and are referred to below as 'these terms')

**Note: Full Members are Members of the Company.  
Community Members are not Members of the Company.**

1. OBJECTIVES

- 1.1 The individual named overleaf ('the Community Member') wishing to join the DSDM Consortium, incorporated as Dynamic Systems Development Method Limited (a company registered in England under number 3030597, whose registered office is at Henwood House, Henwood, Ashford, Kent TN24 8DH, United Kingdom) ('the Consortium') agrees to support the objectives of the Consortium as set out in the Consortium's Memorandum of Association, and not to take any action which conflicts with or prejudices those objectives.
- 1.2 The Community Member agrees and acknowledges that Community Membership is a category of membership designed for those individuals who wish to be involved with the Consortium and the DSDM Framework. It is not an organisational membership. Individuals who wish to be re-sellers or train or coach others in the framework should apply for full membership. For the purposes of these terms, 'Framework' means the method or framework for application development or project delivery developed and updated by the Consortium from time to time. This level of membership does not include any rights to use the Framework or the Trade Marks, except as may be expressly authorised in advance by the Consortium [and as set out in 2.4 and 2.5 below].
- 1.3 Without limiting the restrictions on the Community Member set out elsewhere in these terms, to the extent that the Community Member develops or becomes aware of improvements, enhancements, alterations, modifications or additions to, or adaptations or derivations of the Framework ('Improvements'), whether or not those Improvements are integrated by the Community Member in a framework or method other than the Framework, it shall communicate these to the Consortium. The Community Member shall generally consult with, and keep the Consortium informed of, its activities relating to the promotion of the Framework and Improvements, in all contexts. All communication by the Community Member to the Consortium in accordance with this clause will be via email, to [info@dsdm.org].
- 1.4 The Community Member agrees to comply with instructions or directions from the Management Committee of the Consortium from time to time.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 For the purposes of these terms, 'intellectual property rights' means all copyright, database rights, moral rights, patents, trade marks (registered and unregistered), domain names, registered designs and design rights, any applications and rights to apply for any of the above, and any other

intellectual or industrial property rights, rights in relation to confidential information, know-how, show-how and inventions, unfair competition rights, and any similar rights to any of the above in any jurisdiction in the world. 'Trade Marks' means the trade marks 'DSDM' **DSDM**

and 'Atern' the name 'Dynamic Systems Development Method', and any other similar or related trade marks or trade names as the Consortium may use or register from time to time.

- 2.2 The Community Member acknowledges and agrees that all intellectual property rights in the Trade Marks, the Framework [and all Improvements] and all documents, CD ROMs, DVDs, discs, manuals, books and other media (including, without limitation, electronic media, and the Consortium website at [www.dsdm.org](http://www.dsdm.org) ('the Consortium Website')) embodying all or part of the Framework [and all Improvements] (whether those media are made or created by the Consortium, the Community Member or any third party) ('the Materials') belong to and will at all times remain the property of the Consortium. The Community Member hereby assigns all intellectual property rights that it may have in any Improvements, and in any media embodying or recording Improvements, to the Consortium. The Community Member shall in addition procure that any applicable moral rights shall be waived. The Community Member agrees to execute such documents and provide such assistance as the Consortium may require to secure the vesting in the Consortium of all those intellectual property rights.
- 2.3 For the avoidance of doubt, should the Community Member create or make any Improvements, whether on a voluntary or paid basis, through task or work groups or in any other capacity on behalf or at the direction of the Consortium, either now or in the future, the Community Member will promptly notify the Consortium of this fact, providing full details, and the Community Member hereby assigns all intellectual property rights in those Improvements, and in any and all media embodying or recording those Improvements, to the Consortium. The Community Member shall in addition procure that any applicable moral rights shall be waived. The Community Member agrees to execute such documents and provide such assistance as the Consortium may require to secure the vesting in the Consortium of all those intellectual property rights.
- 2.4 The Community Member will use the Framework only for its own individual use, internal research purposes, or as requested or permitted by the Consortium. The Community Member will not disclose the Framework to any third party, or allow any third party to have access to or to use the Framework in any way whatsoever.
- 2.5 For the avoidance of doubt, the Community Member will only have access to the 'Framework CD' (which is the CD issued to a member, containing the Framework).
  - 2.5.1 Access to some 'White Papers' (which are extensions to, or more detailed expansions of, the Framework) and the 'Members-Only Website' (which is the password-protected area of the Consortium Website) and any other product or medium containing the Framework, as issued or made available from time to time by the Consortium to full members, is only available to full members of the Consortium and is not therefore available to the Community Member.

- 2.6 The Community Member must not at any time, whether during or after termination or expiry of its membership, represent, hold out or imply (whether directly or by conduct) that it owns, or has any rights in, the Framework or any intellectual property rights in the Framework.
- 2.7 The ownership of intellectual property rights by the Consortium as described above must be made clear by the Community Member at all times. In particular the Community Member will not remove or alter any notices (referring to ownership of intellectual property rights, or of any other nature) incorporated by the Consortium in any of the Materials.
- 2.8 In addition to its general obligations under clause 1.3 above, the Community Member agrees to keep any aspect of the Framework confidential when requested to do so by the Management Committee of the Consortium if in the opinion of the Management Committee it is necessary to do so in order to seek patent or similar protection for the Framework, or any aspect of it, or of anything related to it. The Community Member agrees to provide all assistance as the Consortium may reasonably require, at the Consortium's expense, in relation to any applications for patent protection that the Consortium may decide to make.
- 2.9 Should the Community Member become aware of any actual or likely infringement of any of the Consortium's intellectual property rights, it shall immediately inform the Consortium, giving full particulars of those circumstances, and will co-operate in taking action, legal or otherwise, against such infringement. The Community Member will make no comment or admission to any third party in respect of those circumstances.
- 2.10 The Community Member agrees that all goodwill arising in connection with the Trade Marks or generally in connection with the Framework or the Consortium shall belong to and be vested in the Consortium. The Community Member will not obtain or claim any right, title or interest in or to the Trade Marks, and will not use the Trade Marks in any capacity.
- 2.11 The Community Member shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, the Trade Marks, or unfairly competes with the Trade Marks. The Community Member shall not at any time, whether during or after membership of the Consortium, apply anywhere in the world to register any trade marks identical to or so nearly resembling the Trade Marks as to be likely to deceive or cause confusion.
3. MARKETING
- 3.1 The Community Member, if it is a member of a committee or work group of the Consortium, shall not use its position to market its own business over and above the activities of the Consortium. No Community Member shall hold itself out as a certified DSDM Practitioner unless this is actually the case, and the Community Member is in receipt of an accreditation as separately awarded by the Consortium. Note: DSDM Consultant, DSDM Examiner, DSDM Coach and DSDM Trainer certification is not available to Community Members.
- 3.2 Promotional material provided for general distribution by Community Members shall be in a format as determined by the Consortium

#### 4. LIABILITIES

- 4.1 Membership of the Consortium shall not entitle the Community Member to commit the Consortium to any contractual or other liabilities, without the prior written consent of the Management Committee of the Consortium.
- 4.2 The Community Member agrees fully to indemnify and hold harmless the Consortium against any costs, liabilities and damages which may be incurred as a direct result of the activities of the Community Member.
- 4.3 With the exception of liability for death or personal injury caused by its negligence, the Consortium cannot be liable to the Community Member for any costs, liabilities or damages which the Community Member may incur through its membership of the Consortium, other than through fraud on the part of the Consortium. The Consortium gives no warranty or undertaking as to the condition, quality, performance, suitability or fitness for purpose of the Framework, or as to intellectual property rights ownership in the Framework or the Materials.
- 4.4 Without limiting clause 4.3 in any way, the Member acknowledges that any CD-ROM containing the Framework (including without limitation the Framework CD) will automatically cease to function after 12 months unless the renewal fees have been paid by that time. The Consortium reserves the right to include copy-protection technology or systems in any of the Materials and the Framework CD and/or to limit the duration of the functioning and operation of any of the Materials, the Framework CD, White Papers and the Members Website.

#### 5. PAYMENTS

- 5.1 The Community Member agrees to pay the membership fees detailed on the Membership Form or as separately notified by the Consortium to the Community Member.
- 5.2 All sums properly invoiced to the Community Member by the Consortium must be paid within thirty days of the invoice date. If any such sum is outstanding for more than the 30 day period then from such time the Community Member shall become liable to pay interest thereon (as well after, as before judgement) at the rate of 3% above Barclays Bank Plc's base rate from time to time.
- 5.3 The Consortium reserves the right to alter the membership fees from time to time.

#### 6. ACCESS SECURITY

- 6.1 The Community Member's access to the Consortium Website must only be as permitted by the Consortium, and the Community Member agrees not to attempt to circumvent the security of the Consortium Website or to tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device or any underlying code or software. The Community Member will have no access to the Members Website, and will not make any attempt to gain access.

## 7. TERMINATION

7.1 The Consortium shall be entitled to terminate the Community Member's membership of the Consortium immediately by notice in writing on or after the occurrence of any of the following events:-

- (a) any breach by the Community Member of any of its obligations under these terms (which, where capable of remedy, has not been remedied within 30 days of a notice requiring remedy); or
- (b) the Community Member becoming the subject of a bankruptcy petition or bankruptcy order, or a receiver, administrator, administrative receiver or other encumbrancer taking possession of or being appointed over, or any distress execution or other process being levied or enforced (and not being discharged within seven days) upon, the whole or any part of the assets of the Community Member; or
- (c) the Community Member being or becoming unable to pay its debts; or
- (d) the Community Member challenging the validity of the Trade Marks or any intellectual property rights owned by the Consortium in the Framework or the Materials; or
- (e) any breach by the Community Member of the Consortium's Articles of Association in force from time to time, or any act or omission of the Community Member which would lead to the Consortium breaching its Articles of Association.

7.2 The Community Member's membership of the Consortium will automatically expire at the end of the period referred to on the Membership Form, unless the Community Member had paid the requested membership fee and this has been received by the Consortium no later than 30 days after the due date, in which case it will automatically renew for a further period of 12 months with effect from the due date.

7.3 In the event of termination or expiry of the Community Member's membership for whatever reason, the Community Member shall return to the Consortium all Materials and any other manuals, discs and other documents, data or material the intellectual property rights in which belong to the Consortium, which are in the possession or control of the Community Member, and all copies, extracts or adaptations of them; and shall delete from all electronic and magnetic media on which the Framework or copies of the Materials may be stored, and confirm that they have been so deleted. At the Consortium's request the Community Member will certify in writing that it has complied with the terms of the previous sentence.

7.4 In the event of termination or expiry of the Community Member's membership for whatever reason the Community Member shall:

- (a) cease to access the Materials and shall cease to exercise in any other way any of the rights granted to it under these terms (including, without limitation, those rights referred to under clause 2 above);
- (b) not refer to or describe itself as a member of, or as connected to, accredited by, or affiliated with, the Consortium, or licensed to use the Framework, in any way;

- (c) continue to refrain from offering any training, explanation or consultancy services to third parties in respect of the Framework;
  - (d) continue to refrain from using the Framework commercially whether in part, or in customised, altered or adapted form and from making commercial benefit from, or trading on the back of, the Framework.
- 7.5 In the event that the Community Member alters its membership to a category other than the one covered by these terms, its membership under these terms will be deemed terminated, and the provisions of this clause 7 will automatically take effect, save to the extent that they conflict with any entitlement of the Community Member under its new category of membership.
- 7.6 Any termination or expiry of the Community Member's membership (however occurring) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.
- 8 GENERAL
- 8.1 No failure or delay by the Consortium in exercising any right under or in connection with these terms shall operate as a waiver of that right. No provision of these terms may be amended, waived, or discharged without the express written agreement of the Consortium.
- 8.2 All notices under these terms shall be in writing and may be delivered to the relevant party or sent by first class prepaid letter to the address of that party specified on the Membership Form or such other addresses as may be notified hereunder by that party from time to time for this purpose. Unless the contrary is proved, each such notice shall be deemed to have been given and delivered, if by letter 48 hours after posting, if by delivery, when left at the relevant address.
- 8.3 The Community Member and the Consortium agree to these terms as independent contractors and nothing shall be deemed to constitute any partnership, joint venture, employment or agency relationship between the parties.
- 8.4 If any provision of these terms is found to be invalid by a court of competent jurisdiction, this will not affect the validity of the remaining provisions of these terms, which will remain in force.
- 8.5 The Community Member may not assign, sub-license or sub-contract any of its rights or obligations under these terms to anyone else.
- 8.6 These terms shall be governed by English Law and, subject to clause 8.7 below, any dispute will be subject to the non-exclusive jurisdiction of the English courts.
- 8.7 In the event of any dispute arising under or in connection with these terms, then, at the election of the Consortium, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate a mediation the Consortium will give notice in writing to the Community Member

requesting a mediation. The mediation will start not later than 30 days after the date of that notice.