

**DSDM CONSORTIUM****TERMS AND CONDITIONS OF MEMBERSHIP**

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

**Note: DSDM is a licensed framework. In submitting a completed membership application form and paying the fee applicable to the relevant membership category, a member is granted a license to use the DSDM Framework subject to the Terms and Conditions set out below.**

**DSDM, DSDM and Atern are registered trademarks of Dynamic Systems Development Method Limited (DSDM Consortium)**

1. OBJECTIVES

- 1.1 The corporate body, organisation or individual named overleaf ('the Member') wishing to join the DSDM Consortium, a not-for-profit company limited by guarantee 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. The Member also agrees to comply with the Articles of Association of the Consortium in force from time to time. The Memorandum and Articles of Association are accessible on the Consortium Website at <http://www.dsdm.org/legal>
- 1.2 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. The Member acknowledges that the Consortium exists to promote, prudently manage and seek continually to improve the Framework on a collaborative basis amongst the Members. Thus to the extent that the 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 Member in a framework or method other than the Framework, it shall communicate these to the Consortium, subject to clause 2.7. The Member shall generally consult with, and keep the Consortium informed of, its activities relating to the development and/or promotion of the Framework and Improvements, in all contexts. All communication by the Member to the Consortium in accordance with this clause will be via email, to [info@dsdm.org](mailto:info@dsdm.org).
- 1.3 The Member agrees to comply with instructions or directions from the Management Committee of the Consortium relating to DSDM matters, the Framework or the Consortium from time to time.
- 1.4 Personal and trial members are not formal members of the Consortium and as such have no voting rights. They may not use the Framework, the Trade Marks or the Materials for commercial purposes and sign up to a separate set of terms and conditions of membership. References below to 'the Member' in relation to

personal or trial members shall be interpreted and as appropriate modified accordingly throughout these terms.

## 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' and **DSDM**<sup>®</sup> 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 Member acknowledges and agrees that all intellectual property rights in the Trade Marks, the Framework 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 (whether those media are made or created by the Consortium, the Member or any third party) ('the Materials') shall belong to and will at all times remain the property of the Consortium, subject to clause 2.7. The 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 (except as permitted by these terms) in the Framework or any intellectual property rights in the Framework.
- 2.3 In consideration of, and subject to, the Member complying with its obligations under these terms, the Consortium grants the Member a non-exclusive, non-transferable, royalty-free licence to use the Framework, the Materials and the Trade Marks for the duration of the Member's paid-up membership of the Consortium (perpetual in the case of Life members, subject to clause 7.1) in the Relevant Territory (as defined in clause 2.18 below) for the purposes set out below and subject to the other provisions of these terms:
- 2.3.1 in the case of the Framework and the Materials,
- (a) to carry out systems and/or project development and related services for third parties;
  - (b) to further develop, improve and promote the Framework;
  - (c) where the Member is an accredited DSDM Trainer to provide training in use of the Framework subject to, and in accordance with, clause 3.3 below and the separate accreditation issued by the Consortium;
  - (d) where the Member is an accredited DSDM Examiner to attend an annual Examiner Masterclass and to attend examinations from time to time and any other event as may be required subject to and in accordance with the separate accreditation issued by the Consortium;
- 2.3.2 in the case of the Trade Marks,
- (a) for the purposes of creating a hyperlink from the Member's website to the Consortium Website, provided that the Member complies with the Consortium's directions as to the placement and content of the link, and provided that the Consortium is entitled, in its absolute discretion, to

- require the Member to suspend, terminate or alter the form of the link for any reason;
- (b) for the purposes of indicating that the Member is a current, full member of the Consortium (for example, by including the Trade Marks on the Member's notepaper) and, where applicable, in accordance with a relevant separate accreditation issued by the Consortium, to indicate that the Member is an accredited DSDM Practitioner, DSDM Trainer, DSDM Project Manager, DSDM Consultant or DSDM Examiner;
  - (c) to refer to the Member's use of the Framework, provided that, where the Member has altered, adapted or customised the Framework, this right extends only to referring to the Framework as the baseline or source of the Member's own framework or method.
- 2.4 Should the Member (or any employees, agents or associates of the 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 Member will promptly notify the Consortium of this fact, providing full details, and the Member hereby assigns or undertakes to assign all intellectual property rights in those Improvements, and in any and all media embodying or recording those Improvements, to the Consortium. The Member shall in addition procure that any applicable moral rights shall be waived. The 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. This clause is subject to clause 2.6.
- 2.5 Nothing will prevent a Member from explaining to a third party how the Framework works; or from carrying out work for a third party where, as part of that work, the third party will continue, add to or implement work or development that has been created or implemented by a member using the Framework. For the avoidance of doubt, access is only available to the Member to each or any of the 'Framework CD' (which is the CD issued to a full member, containing the Framework), 'White Papers' (which are extensions to or more detailed expansions of, the Framework), the 'Members-Only Website' (which is the password-protected area of the Consortium Website), 'eDSDM' (which is an extension of the Framework for e-business, on CD and via the Members-Only 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 (all such materials referred to collectively as the 'Members Materials'). Access to the Framework is available for non-members on the Consortium Website, on a view-only basis, subject to compliance with a set of terms and conditions which limit the non-member to making non-commercial use of the Framework only.
- 2.6 If, notwithstanding the purposes of the Consortium, the Member creates an Improvement which, for overwhelming commercial reasons, it is not prepared to communicate, assign or license to the Consortium, the terms hereunder as to transfer of ownership to the Consortium shall not apply and such Improvement shall not form part of the Framework; provided that the member strictly undertakes not to refer to such Improvement as in any way associated with or derived from the Framework and may not use the Trade Marks in relation thereto. Any breach of this clause shall entitle the Consortium immediately to terminate the Member's membership under clause 7.1.
- 2.7 The ownership of intellectual property rights by the Consortium as described above must be made clear by the Member at all times (whether the Member uses

the Framework, in whole or in part, and whether as a base or source for its own method or framework). In particular:

- (a) all documents, discs or other media used, formulated, copied or otherwise produced by the Member embodying the Framework (or any part of it), shall include a clear statement at the commencement of the same, as follows: '© Dynamic Systems Development Framework Limited [relevant date]. All rights reserved'.
  - (b) any usage of the Trade Marks should be accompanied by the symbol 'TM' or, if advised by the Consortium '®', together with the legend : 'the Trade Marks "DSDM" and "DSDM" and any other trademarks as may be notified by the Consortium to the Member from time to time are registered trade marks of Dynamic Systems Development Method Limited. All unauthorised use is prohibited' and any other wording that the Consortium may notify the Member from time to time.
  - (c) the Members Materials may only be distributed, and access to them may only be made available, to then-current full members of the Consortium.
  - (d) the 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 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 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 Member become aware of any actual or likely infringement of any of the Consortium's intellectual property rights, it shall use reasonable endeavours immediately to inform the Consortium, giving full particulars of those circumstances, and, at the Consortium's expense, will co-operate in taking action, legal or otherwise, against such infringement. The Member will make no comment or admission to any third party in respect of those circumstances.
- 2.10 The 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 Member will not obtain or claim any right, title or interest in or to the Trade Marks except the rights of use as are specifically set out in these terms.
- 2.11 In the case of claims relating to infringement of the Trade Marks the Consortium reserves the right to require the Member to cease to use the Trade Marks or any of them.
- 2.12 The Member shall use the Trade Marks only in the form stipulated from time to time by the Consortium and shall observe any reasonable directions given by the Consortium as to colours and size of representations of the Trade Marks.
- 2.13 The Member shall only make use of the Trade Marks for the purposes authorised in these terms and, in particular, shall not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness, become

liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Consortium.

- 2.14 The Member shall not use the Trade Marks accompanied by other trade marks (whether registered or not); or by other words describing the Framework, unless the Trade Marks are sufficiently distinguished from the surrounding and adjacent text and the Consortium is clearly identified as the proprietor of the Trade Marks (as referred to in clause 2.8(b) above).
- 2.15 The 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 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.
- 2.16 The Member shall not at any time, whether during or after termination or expiry of its membership of the Consortium, use the Trade Marks as part of any corporate business or trading name or style of the Member.
- 2.17 The 'Relevant Territory' for the purposes of the grants conferred by this clause 2 and this Agreement generally, shall in the case of Full Membership, mean the United Kingdom of Great Britain & Northern Ireland (including the Isle of Man and the Channel Islands), and in the case of Global membership, shall mean the World, provided that in the case of Global Membership, local legal and operational reasons require that the Member enters into an additional separate set of terms and conditions governing its use of the Framework and DSDM in the USA.

### 3. MARKETING AND TRAINING

- 3.1 The Member agrees that it shall only use the Framework, the Materials or the Trade Marks or its membership of the Consortium as a vehicle for its commercial purposes to the extent that its use is in accordance with that permitted by these terms and that it complies with all restrictions on it under these terms. The 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 Member shall hold itself out as a certified DSDM Practitioner, DSDM Trainer, DSDM Project Manager, DSDM Consultant or DSDM Examiner, or as holding any other DSDM certification, unless this is actually the case, and the Member is in receipt of a current accreditation as separately awarded by the Consortium.
- 3.2 Promotional material and other materials provided for general distribution by Members shall be in a format as determined by the Consortium. Any materials created by the Member must (in addition to complying with the other provisions of these terms) conform to the Consortium's reasonable requirements as to style and format.
- 3.3 Members may not state or imply that training courses are approved by the Consortium or are accredited to the Consortium or are conducted by certified DSDM Trainers unless this is actually the case. Breach of this requirement shall entitle the Consortium immediately to terminate membership. Where Members offer or provide any training courses in relation to the Framework to third parties who are not then-existing members of the Consortium, the Member will use its reasonable endeavours to encourage those third parties to become members of the Consortium. The Member will also make it clear to those third parties the

restrictions on access to and use of the Framework, the Materials and the Trade Marks that apply to non-members of the Consortium.

#### 4. LIABILITIES

- 4.1 Membership of the Consortium shall not entitle the 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 Member agrees fully to indemnify and hold harmless the Consortium against any costs, liabilities and damages which may be incurred by the Consortium as a direct result of the activities of the Member. Consequential loss shall not be included in the foregoing indemnity. Loss of profits, failure to win contracts, and diversion of management time to resolving issues, shall be deemed to be consequential loss for the above purposes.
- 4.3 With the exception of liability for death or personal injury caused by its negligence, the Consortium cannot be liable to the Member for any costs, liabilities or damages which the Member may incur through its membership of the Consortium, other than through fraud or gross negligence 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. The Consortium warrants that to the best of its knowledge and belief it is [or its associated organisations are] the owner of all intellectual property rights in the Framework, the Trade Marks and the Materials. Notwithstanding the foregoing, all intellectual property rights purported to be licensed under these terms are licensed to the extent that they are owned by the Consortium or the Consortium is duly authorised to license them.
- 4.4 Without limiting clause 4.3 in any way, the Member acknowledges that its access to the Members-Only Website will automatically cease after 12 months unless the renewal fees have been paid by that time. Any CD-ROM containing the Framework (including without limitation the Framework CD) will cease to function at the same time. The foregoing does not apply to Life Membership, subject to clause 7.1.
- 4.5 The Consortium reserves the right to include copy-protection technology or systems in any of the Materials, the Framework CD, White Papers, the Members-Only Website and any other Members Materials and/or to limit the duration of the functioning and operation of any of the Materials, the Framework CD, White Papers, the Members-Only Website and any other Members Materials.

#### 5. PAYMENTS

- 5.1 The Member agrees to pay the membership fees detailed on the Membership Form or as separately notified by the Consortium to the Member.
- 5.2 All sums properly invoiced to the 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 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 Member must keep, and will ensure that all its employees, agents and associates that may have access to them keep, all passwords and log-in details used for access to the Members-Only Website confidential, and will be liable for any misuse of them. The Member will not permit anyone else to use its password or log-in details to obtain access to the Framework, the Materials, the Framework CD, White Papers, the Members-Only Website or any other Members Materials; and will immediately notify the Consortium of any unauthorised use or other breach of security.
- 6.2 The Member's access to the Consortium Website must only be as permitted by the Consortium, and the 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.

## 7. TERMINATION

- 7.1 The Consortium shall be entitled to terminate the 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 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 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 Member; or
  - (c) the member ceasing or threatening to cease to carry on business or being or becoming unable to pay its debts; or
  - (d) the 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 Member of the Consortium's Articles of Association in force from time to time, or any act or omission of the Member which would lead to the Consortium breaching its Articles of Association.
- 7.2 The Member's membership of the Consortium will automatically expire at the end of the period referred to on the Membership Form, unless the Member has 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 Member's membership for whatever reason, the 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 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 Member will certify in writing that it has complied with the terms of the previous sentence. Nothing in this clause 7.3 shall require the Member to return or delete, or interfere with any rights of the Member to use or

license, any separate software created, adapted or developed in accordance with the Framework or the DSDM methodology.

- 7.4 In the event of termination or expiry of the Member's membership for whatever reason the Member shall:
- (a) cease to use or to access the Materials, the Framework CD, White Papers, the Trade Marks, the Members-Only Website or any other Members 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) cease to refer to or describe itself as a Member, or as connected to, accredited by, or affiliated with the Consortium, or as trained in or licensed to use the Framework, in any way;
  - (c) refrain from offering any training, explanation or consultancy services to third parties in respect of the Framework;
  - (d) cease to use the Framework (in whole or in part, or in customised, altered or adapted form) commercially and refrain from making commercial benefit from, or trading on the back of, the Framework;
  - (e) (where applicable) cease to refer to itself as a DSDM Practitioner, DSDM Trainer, DSDM Project Manager, DSDM Consultant or DSDM Examiner or as holding any other DSDM accreditation.

7.5 In the event that the Member terminates its corporate membership and elects to replace this with personal membership for one or more of its individual staff, its membership under these terms will be deemed terminated, and the provisions of this clause 7 will automatically take effect.

7.6 Any termination or expiry of the 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 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 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, or another mediation procedure acceptable to both parties. To initiate a mediation the Consortium will give notice in writing to the Member requesting a mediation. The mediation will start not later than 30 days after the date of that notice.