

## ODI Node: Level 3 Agreement - Communications

The parties;

1. Greek Free/Open Source Software Society (GFOSS - <http://en.eellak.gr>) ("you", "Node"); and,
  2. Open Data Institute, 65 Clifton Street, London, UK EC2A 4JE, <http://www.theodi.org> ("we", "us", "ODI London")
- on 1/12/2014 ("Effective Date") hereby agree to;

### 1. Overview of Purpose

1.1. Both Parties shall work in good faith to promote and implement the ODI Charter, which embodies the values and practical implementation of open data. Both parties will collaborate over the Initial Term to carry out specific the Tasks defined herein.

### 2. Definitions

#### 2.1. ODI Charter

2.1.1. Vision, Mission and Values as defined at <https://github.com/theodi/ODI/blob/master/charter/vision.md> and <https://github.com/theodi/ODI/blob/master/charter/mission.md> and <https://github.com/theodi/ODI/blob/master/charter/values.md>

2.1.2. Brand and communications guidelines as defined at <https://github.com/theodi/ODI/blob/master/charter/brand.md>

2.1.3. Standards as defined at <https://github.com/theodi/ODI/blob/master/charter/standards.md>

2.2. **ODI Global Registry as defined at** <https://github.com/theodi/ODI/blob/master/node/global-registry.md>

2.3. **ODI Trademark License Agreement as defined at** <https://github.com/theodi/ODI/blob/master/node/trademark-licence.md>

#### 2.4. Version URL:

<https://github.com/theodi/ODI/tree/bb60015abda0b1bfae794b7868e274a5e876f458>

### 3. Commitments and Tasks

#### 3.1. You:

- 3.1.1. agree to adopt the ODI Charter as defined herein
- 3.1.2. agree to input into the ODI Charter to reflect country or region-specific needs
- 3.1.3. affirm you are an independent entity with legal personality
- 3.1.4. agree to participate in catalysing open data culture and its communication
- 3.1.5. aim to communicate economic, environmental, and social value
- 3.1.6. for the avoidance of doubt, the scope of work for this restricted as per 3.4 below
- 3.1.7. shall name a lead person within your organisation to manage our relationship and represent You as an ODI Node. This person is:

Name: Michalis Vafopoulos  
Role: Co-ordinator  
Phone: +306945897894  
Email: [vafopoulos@gmail.com](mailto:vafopoulos@gmail.com)

#### 3.2. We:

3.2.1. will list you in the ODI Global Registry as a Level 3 Node within 14 days of Effective Date for an Initial Period of 9 months, or such other period as we may from time to time agree, to allow you to meet the commitments and tasks herein defined for ODI Nodes.

#### 3.3. Both parties:

3.3.1. agree to use this development period to meet the requirements as set out in this Agreement, including with respect to your compliance with ODI Charter and other targets that we mutually define and agree.

#### 3.4. Scope

3.4.1. For the avoidance of doubt, all clauses in this Agreement pertain to work undertaken in the operation the Node and are not applicable to any other part of your non-Node business operations. Any all representation of such work shall be clearly communicated to avoid confusion between Node and non-Node works.

3.4.2. The scope of work in this Agreement is limited to communications and community support. Other forms of engagement including but not limited to deriving revenue from memberships, or project work outside the remit of communication is prohibited: such engagement requires Level 2 Agreement.

3.4.3. You will commit a minimum of 60 hours per month to the Commitments and Tasks in this Agreement.

**4. ODI Trademark License Agreement**

4.1. You accept the terms of the ODI Trademark Licence Agreement. You will be permitted to use the “Open Data Institute” name and trademarks in accordance with the ODI Trademark Licence Agreement.

4.2. In the event of any conflict or inconsistency between the terms of such agreements, the terms of the Trademark License Agreement shall prevail, followed in turn by the terms of the main body of this Agreement.

4.3. You agree to maintain a separate corporate identity to Us and you agree not to describe Your organisation as a partner, joint venturer, agent or representative of ODI or to pledge Our credit or to bind us in any way. Both parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create any agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby.

**5. ODI Certificates**

5.1. You agree to promote the use of ODI Certificates in relation to open data generally.

**6. Right of Amendment**

6.1. You accept that we have the right to reasonably amend the ODI Charter, ODI Standards, ODI Global Registry, and ODI Trademark Licence Agreement at our discretion and as we see fit in the interests of developing an effective international ODI network.

**7. Right of Termination**

7.1. You also agree that we may terminate this Node Agreement and suspend or remove you from the ODI Global Registry on one calendar month’s written notice if we are of the opinion that you have not managed to meet the commitments and tasks herein in the Initial Term, or immediately in the event that we believe your continued membership is detrimental to the ODI Node network and/or its community.

Signed for and on behalf of

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Theodoros Karounos  
Chairperson of the Board of Directors, Greek Free/Open Source Software Society (GFOSS)

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Gavin Starks  
CEO, Open Data Institute