Simon Phipps  
OSI Board President  
Open Source Initiative

Dear Simon,

The Perl Foundation would like to be an Affiliate Member of OSI.

The followings have been attached:

- Proof of Qualifications
- Affiliate Agreement

Best regards,

Makoto Nozaki
Proof of Qualifications

1. Currently recognized as a (or application submitted for) non-profit / not-for-profit (or equivalent) by the national government were organized.

   Yet Another Society (doing business as The Perl Foundation) is a non-profit, 501(c)(3) organization in the United States.

   Prior tax returns are found at Tax Returns.

   Documentation formalizing organization, e.g. by-laws.

   - Mission statement is described at the top page of http://www.perlfoundation.org
   - By-laws is found at TPF Bylaws

3. Publicly available release of a product(s) or service(s).

   TPF’s services are listed at http://www.perlfoundation.org
   Namely, Perl conferences, grants, marketing, trademark management.

   TPF has legal responsibility for Perl 5 and Perl 6. TPF does not run the development process and TPF serves as a steward for the Intellectual Property.

4. Use of an OSI approved open source license (software development projects only).

   While TPF itself does not develop or release software, TPF owns Artistic Licence 2.0, which is an OSI approved open source license. Rakudo Perl 6 is licensed under Artistic License 2.0.

   Perl 5 is dual licensed under Artistic License 1.0 and GPL, both of which are approved by OSI. Artistic License 1.0 is owned by Larry Wall, not by TPF.

5. Documented approach for participation by the public.

   TPF does not control or govern the Perl development community and TPF helps community as outlined in #3. The Perl development community itself is open for anyone to join and it has active participation. For instance:

   - Trending Perl repositories on GitHub today
   - What's new on CPAN - October 2017
General guidelines to help Perl development are documented here:

- [Perl Foundation - Want to Help?](#)

6. **An active community:**

1. **Methods for current and interested individuals/organizations to join and participate in your community**

   See #5.

   In addition, TPF itself recruits volunteers on an ad hoc basis as examples below:
   - [The Perl Foundation News - Call for Organizers - TPCNA::2018](#)
   - [The Perl Foundation News - Grants Committee needs a new member](#)

2. **Active participation from multiple contributors, i.e. individuals and organizations other than founders (contributions may be other than programming/technology)**

   The community itself is open as written in #5.

   Separately, TPF has volunteers and its core volunteers list is at [TPF Who's Who](#)

   None of them is a founder.

7. **References from other open source projects, ideally a current OSI Affiliate Member.**

   Reference: Allison Randal

   Positions: A member of the OSI board and a member of TPF board
OSI AFFILIATE AGREEMENT

Introduction

The Open Source Initiative (OSI) was chartered in the late 1990s to advance the ideals of open source development and raise awareness and adoption of open source software. Today, the OSI continues to promote and protect open source. As the steward of the Open Source Definition (OSD), by approval of licenses as "OSI-certified", and by establishing such approval as the standard for open source software development and distribution, the OSI has become a cornerstone of software freedom.

The OSI began transitioning to a membership-based governance model in 2012: these include Affiliate and Individual Memberships. Affiliate Memberships include categories for various types of organizations (projects and development communities; advocacy, facilitation and user groups; and public and educational institutions). OSI also accepts sponsorships from for-profit corporations.

OSI governance is representative of the people and projects directly involved in OSI's mission and operations with interests in licensing, education and public advocacy. Our governance model and decision-making is balanced and inclusive and beyond the control of any single interest group, ensuring a stable home for the OSD and the promotion of open source.

OSI Affiliate Member Program & Participation

The Affiliate Member Program allows any non-profit community, organization or institution—unequivocally independent groups with a clear commitment to open source—to join the OSI in support of our mission to educate about and advocate for the benefits of open source and to build bridges among different constituencies in the open source community. While it is not necessary for an Affiliate to be a legal entity, it is preferred.

Participation is invited from technical and non-technical groups across industries, communities, and interests, such as information technology, education, government, manufacturing, healthcare, software development, project management, finance and fiscal management, and public administration. Entities that are under the control of a for-profit corporation are unlikely to be approved.

Membership is ultimately at the sole discretion of the OS Board of Directors.

The Affiliate Member Program was developed to extend the reach of both the OSI and each participating member through community, collaboration and co-creation. The program provides a platform to identify, communicate and address issues important to furthering open source awareness and adoption, whether those initiatives are begun by the Affiliate, the OSI, or both. While no Affiliate Member is expected to participate in—or even agree with—all the activities undertaken by the OSI or other Affiliate Members, each Affiliate Member commits to upholding the mission, values and objectives of the Open Source Initiative and the Open Source Definition.
OSI Affiliate Members are asked to appoint an individual to represent the Affiliate organization in connection with the OSI. The Affiliate representative serves as the liaison between the OSI and the broader Affiliate Member community and shares information and opportunities between the representative's organization, the OSI and other Affiliate Members.

In addition, through the Affiliate's appointed representative, each Affiliate Member may nominate and vote for the five Affiliate Member seats on the OSI Board of Directors. The OSI Board is composed of 11 Directors, five representing the Affiliate Membership, five representing the Individual Membership, and the OSI General Manager who serves as an *ex officio* member.

**Agreement**

This document ("Agreement") governs the relationship between the Open Source Initiative ("OSI") and the Affiliate signing below ("You").

You understand and acknowledge that as an OSI Affiliate Member You have the following responsibilities:

1. Continue to express public support for open source.
2. Do not attempt to limit others from exercising their permissions granted under a license approved by OSI.
3. Appoint a delegate authorized to act on Your behalf in connection with OSI business, subject to the reasonable approval of OSI. While delegates are welcome to participate in OSI working groups, the OSI anticipates that the delegate role will involve a minimal time commitment.
4. Act in furtherance of the interest of OSI to the extent doing so is consistent with Your own mission, commitments and obligations.
5. Ensure that Your delegate responds in timely fashion to pertinent OSI actions and requests.
6. Do not abuse Your status as an OSI Affiliate. For example, You will not claim that a position is approved by OSI without OSI’s prior approval, or use Your Affiliate Member status to coerce or restrict others. The OSI understands You may disagree with some OSI actions or statements, but You agree not to express this disagreement in a manner which demeans open source as defined by the OSI.
7. To the extent possible, make annual and/or project-specific contributions, monetary and/or otherwise, to aid OSI and its special-interest projects.
8. Allow OSI to use Your name, and identify You as an Affiliate on the OSI, on OSI announcements relating to Affiliate Members, general OSI membership and other OSI promotional and organizational materials.

OSI understands and acknowledges that it has the following responsibilities:

1. To inform You, through Your delegate, of any actions or potential actions relating to governance or public policy statements in order to gain Your approval. The OSI will attempt to provide two business days advance notice of such actions, but OSI may not be able to do so in some cases. In such cases, the OSI will make clear that it speaks without Your support or approval. Additionally, the OSI will not prevent You from making
a statement which clarifies Your position, even if it is different from or in conflict with
the OSI's position on the relevant action.
2. The OSI will not use Your or Your delegate's name in connection with any policy
statement without Your prior approval or consent.
3. The OSI will provide complete OSI accounting information to You.
4. The OSI may request that You appoint a new delegate.

This Agreement shall continue until it is terminated. You may terminate this Agreement at any
time, and for any reason, upon written notice to the OSI's General Manager. The OSI may
terminate this Agreement at any time, and for any reason, upon written notice to Your delegate.
In the event of a change of name, of ownership or of operational status, by the Affiliate, OSI will
review the Affiliate status.
You and OSI are independent parties. Neither You nor OSI is the representative or agent of the
other party for any purpose whatsoever. Neither You nor OSI has any authority to assume or
create any obligations of any kind, or to make any representation or warranty, express or
implied, on behalf of or binding on the other party. All notices required to be given hereunder
shall be by email using an address provided for such purpose by the party receiving notice. No
failure or delay by either party in exercising any rights, power or remedy under this Agreement
shall operate as a waiver of any such right, power or remedy. If any portion of this Agreement
shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force
and effect. No waiver, amendment or modification of this Agreement shall be effective unless
agreed to by both parties in writing. This Agreement shall be governed by and construed under
the laws of the State of California without regard to its conflict of laws principles. The parties
hereby submit to the jurisdiction of the state and federal courts located in Santa Clara,
California. This Agreement constitutes the entire agreement and understanding between You
and the OSI with respect to the subject matter hereof and supersedes any and all other
agreements, written or oral, that the parties heretofore may have had with respect to the subject
matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
by their authorized representatives.

The Perl Foundation

Makoto Nozaki
Secretary

Open Source Initiative
Simon Phipps
OSI Board President

By: ___________________________   By: ___________________________

Date: Dec 12, 2017