

OpenFlexure Vendor Memorandum of Understanding

Date: [Date]

Parties

- The OpenFlexure Project (represented by the Core Development Team/ Steering Committee when established)
- [Vendor Name], any entity with an interest in manufacturing, selling, or distributing products based on the OpenFlexure Microscope.

1. Purpose

This Agreement outlines a good-faith understanding between the OpenFlexure Project (“the Project”) and [Vendor Name] (“the Vendor”) to encourage responsible, transparent, and community-oriented commercialization of products derived from the OpenFlexure Microscope. It is intended to help the parties clarify their expectations of each other and not to impose any additional restrictions on use of outputs from the OpenFlexure Project beyond those contained in open source licenses (CERN-OHL-S v2 for hardware; GNU GPL v3 for software) under which the OpenFlexure Microscope is licensed. Under the terms of those licenses, anyone is free to make and sell products based on the OpenFlexure Microscope without signing up to this good-faith agreement.

2. Definitions

CERN-OHL-S v2 - An open source hardware license

<https://spdx.org/licenses/CERN-OHL-S-2.0.html>

Core Development Team: Maintainers of the OFM, as publicly listed on the project’s website.

GitLab Issues: A ticketing system for work that is to be done on the project.

Hardware <https://gitlab.com/openflexure/openflexure-microscope/-/issues>

Software <https://gitlab.com/openflexure/openflexure-microscope-server/-/issues>

GNU GPL v3- An open source hardware license

https://spdx.org/licenses/archive/archived_II_v2.4/GPL-3.0+.html

Good-Faith Use: Use that respects the letter and spirit of the open source license and community values, including transparency, attribution, and collaboration.

OpenFlexure Forum (“The Forum”) - <https://openflexure.discourse.group>

OpenFlexure Microscope (OFM): The open-source hardware design, documentation, and software made available under open licenses.

OFM Products: Any product based on or incorporating designs, code, or documentation from the OFM.

OpenFlexure Vendor List: a list of vendors of OFM Products maintained publicly at <https://openflexure.org/about/vendors>

Steering Committee: is being set up as part of the OpenFlexure Project governance structure. Once set up, members will be listed publicly on the OpenFlexure web site

Vendor community - all vendors of OFM products, whether or not included in the **OpenFlexure Vendor List**

3. Communication & Sharing

- The parties undertake to communicate relevant information to each other in good faith. The main channels for such communication will include:
 - The Forum
 - GitLab Issues
- The OpenFlexure Project aims to work in an open way and most information that vendors may need should be available on the web site, the forum, or on the project GitLab. If the Vendor feels there is any relevant information that is not being shared openly by the OpenFlexure Project, please ask.
- Vendors are encouraged to share any relevant materials openly and with the rest of the vendor community, including those developed for education, user experience, and marketing. The whole community of vendors will benefit if everyone shares these to avoid the need for duplication of effort. Making such materials available for the use of other Vendors will be considered a contribution to the project for the purpose of awarding badges on the OpenFlexure Vendor List.

4. Attribution & Branding

- The Vendor will attribute the OpenFlexure Project in product documentation, marketing materials, and web listings, in accordance with the appropriate licenses and in such a way that does not imply that people are buying a product made or guaranteed in any way by the OpenFlexure Project.
- The product can be listed as the “OpenFlexure Microscope”, as long as it is not labelled in a way that implies that people are buying a product made or guaranteed in any way by the OpenFlexure Project.
- If products are modified or extended from the original OpenFlexure design this should be clearly indicated and the Vendor should provide clear instructions for accessing the source of the modified design. Any modified design should not be described as the “OpenFlexure Microscope” but should still credit the design e.g., “Based on the OpenFlexure Microscope design.”
- Any vendors with contribution badges on the OpenFlexure Vendor List has the right to display a corresponding badge on their web site. The OpenFlexure website will create these badges for vendor use.

5. Quality Assurance

- The Vendor commits to reasonable quality assurance measures.
- Vendors are encouraged to discuss quality assurance procedures with the core development team, so that these can be standardised and added to the documentation of the OpenFlexure Microscope.

6. User Feedback, Issues, & Support

- Vendors are responsible to their customers for all manufacturing defects or supply errors.
- Support for OFM Products is a community effort and done via the Forum. The OpenFlexure Project will try in good faith to respond to issues raised via the Forum but are unable to offer any undertakings of support to customers of OFM products
- Feedback from users will be shared with the Project to inform ongoing improvements.
- The Vendor agrees to openly report defects, user issues, or safety concerns as a GitLab issue.

7. Product Development & Design Changes

- Both parties agree to communicate openly about ongoing development, planned development, and the roadmap for future development.
- The OpenFlexure core development team will do all development openly on the project GitLab. Vendors are welcome to engage with the ongoing development process. The changes to the ongoing design include continuously updated documentations, bills of

materials, etc. Before release of a stable version of the design the OpenFlexure core development team will create a release candidate.

- Any Vendor who has signed up to the OpenFlexure Vendor List will receive an email (sent to the address used when signing up) notifying them of a new stable release of the hardware in the form of a Release Candidate. Manufacturers then have the opportunity to test the Release Candidate and report any issues or concerns with it via the Forum.
- The OpenFlexure Project agrees to consider in good faith any requests made by the Vendor in a timely manner via a GitLab issue regarding the timing of converting a Release Candidate to a Release (for example, a request to hold off releasing the new version until additional inventory is in place).

8. Contributions to OpenFlexure Project

[When completing, remove any of the following clauses that do not apply and/or add any extra specifics as appropriate]:

- While no royalties are required, the Manufacturer wishes to provide voluntary support to the OpenFlexure Project in the form of a contribution of at least 20% of gross profit, payable at least yearly in arrears to the Humanitarian Technology Trust for the express purposes of supporting the OpenFlexure Project as represented by the Core Development Team. Their entry on the OpenFlexure Vendor page will be verified with a **Financial Contributor Badge**.
- The Vendor has made a significant contribution to the OpenFlexure project. Their entry on the OpenFlexure Vendor page will be verified with a **Project Contributor Badge**.
[Note: Project contributions are not limited to hardware and software design and development. They include writing project documentation, providing feedback on the ongoing development.]
- The vendor makes voluntary contributions to Valerian Sanga for developing the initial designs of the Sangaboard, or purchases Sangaboards from a vendor that does. Their entry on the OpenFlexure Vendor page will be verified with a **Sangaboard Financial Contributor Badge**.
- The Vendor has made a significant contribution to the development of the Sangaboard. Their entry on the OpenFlexure Vendor page will be verified with a **Sangaboard Project Contributor Badge**.

9. Public Communication

- Parties agree to consult one another before making public announcements about the collaboration, especially where it implies endorsement.
- The OpenFlexure Project agrees to consult or inform manufacturers as appropriate regarding the timing of any significant public events / announcements that are anticipated to have an effect on demand for OFM products.

10. Termination

- Either party may terminate this Agreement with 30 days written notice.
- Termination does not waive obligations under the open source license or attribution clauses for past products.

11. Dispute Resolution

- Disputes will first be addressed through informal discussion.
- If unresolved, parties may seek mediation via a third party agreeable to all parties (e.g., an OSHW advocacy group).

12. Term & Review

- This Agreement shall remain in effect for one year, and auto-renew annually unless terminated.
- The terms may be reviewed and revised annually by mutual consent.

Signatures

For the OpenFlexure Project

Name: _____

Role: _____

Date: _____

For [Vendor Name]

Name: _____

Title: _____

Date: _____