

Agreement between OSGeo and FOSSGIS e.V. for finances to support FOSS4G 2016

Parties

The Open Source Geospatial Foundation (OSGeo) of 14525 SW Millikan #42523 Beaverton, OR 970052343

FOSSGIS e.V., the Local Organising Committee (LOC) of FOSS4G 2016 in Bonn, Germany

Agreement

1. This agreement determines the financial arrangements between the LOC and/or PCO and OSGeo. This agreement
 - a. supersedes any other written or verbal agreement between OSGeo and the LOC
 - b. supersedes any other written or verbal agreement between LOC and the PCO
2. The LOC has requested an Advance to cover part of the anticipated costs of hosting the FOSS4G event (see Schedule)
3. The LOC has requested a guarantee from OSGeo to underwrite potential losses of the FOSS4G event (see Schedule)

OSGeo commitments

4. OSGeo will provide the Advance detailed in the Schedule to the LOC on request
5. OSGeo agrees to underwrite potential losses of the Event up to the maximum detailed in the Schedule
6. OSGeo will delegate a financial representative to join the LOC
7. OSGeo confirms that it will retain reserves in the future to ensure its ability to meet these commitments

LOC commitments

8. The LOC will hold all Event funds in a dedicated bank account and will maintain a full record of all income and expenditure
9. The Advance will be repaid to OSGeo by the LOC within 30 days of the end of the Event
10. The LOC will provide a monthly report of financial matters (expenses, receipts and forecasts)
 - a. The LOC will keep the OSGeo financial representative apprised of any financial forecasts, alterations, commitments and risks
 - b. The Financial representative shall have the right to request changes to commitments and plans and as a last resort the right to cancel this guarantee if recommendations are not accepted
11. The LOC acknowledges that any financial liabilities in excess of the maximum guarantee will be the responsibility of the LOC or will be insured locally by the LOC

12. The LOC will not pay to itself (or any of its individual members) any fees for services provided with the exception of reasonable out of pocket expenses for travel etc.
13. The LOC agrees to remit at least 90% of any surplus generated to OSGeo to support future events and other OSGeo activities
 - a. A Surplus is defined as the net balance of revenues (delegates, sponsors and any other sources) and expenses (venue, services, PCO etc)

Schedule

LOC	FOSSGIS e.V.
PCO	FOSSGIS e.V.
Event details	FOSS4G 2016, Bonn, Germany
Advance payment	€50,000
Additional guarantee	€50,000
Maximum total OSGeo financial exposure	€100,000
%age of event profits returned to OSGeo	90%

Acceptance

By their signatures below, the authorized official of each party to this agreement represents that they are duly authorized to sign this agreement and bind their respective organization.

For The Open Source Geospatial Foundation:	For FOSSGIS e.V.
Name : Jeff McKenna, President	Name:
Date:	Date: