



Local Contexts

## Member Summary

This Local Contexts Member Summary is entered into by and between Local Contexts, a Navajo Nation nonstock corporation located at [Address] (“Local Contexts”), and [MEMBER NAME], an Indigenous Peoples or Local Community (“Indigenous Community”) entity located at [Address] (“Member”), as of the Agreement Date (as defined below). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Local Contexts and the Member (each a “Party” and together the “Parties”) hereby agree to the terms, conditions and obligations set forth below and in the Local Contexts Member Agreement, which are attached hereto and incorporated herein by reference. **Capitalized terms not defined herein are defined in the [Local Contexts Terms and Conditions of Use](#). This Local Contexts Member Summary; the Local Contexts Member Agreement; and the referenced Privacy Policy, Dispute Procedures, and Terms and Conditions of Use are collectively, the “Agreement” and constitute the entire agreement of the Parties regarding the subject matter hereof.**

	Member Main Contact and Authorized Signatory	Member Administrator	Member Editor(s)
Name			
Title			
Email			
Phone			

The Main Contact indicated by Member shall be the person who (i) represents Member for purposes of notice under this Agreement and Local Context’s bylaws, (ii) votes on Member’s behalf, and (iii) otherwise acts on behalf of Member hereunder and under the bylaws.

**Local Contexts Main Contact:**

Name, Title, [Local Contexts mailing address], [membership@localcontexts.org](mailto:membership@localcontexts.org)

**Initial Term:** [DD/MM/YYYY (“Effective Date”) through [DD/MM/YYYY]



**Use of Trademark:**

Local Contexts is a community-based initiative and, as such, is eager to promote the participation of its Members. To that end, if the “Agree” box is checked below, Local Contexts may, during the Initial Term and any Renewal Term, use Member’s name and logo for the limited purposes of indicating that Local Contexts and Member have entered into this Agreement, to identify Member as a Member of Local Contexts, and to share any public links Member creates from its website to the Local Contexts website.

- Agree
- Disagree

**Payment Terms:**

There is no fee to be a Member of Local Contexts.

This Local Contexts Member Summary and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Local Contexts Member Summary to be executed by a duly authorized representative.

Member NAME

LOCAL CONTEXTS, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Member Agreement

This is the Local Contexts Member Agreement referenced in the Local Contexts Member Summary between Local Contexts and [MEMBER] and is an integral part thereof. Terms not defined in the Local Contexts Member Summary or herein are defined in **the Terms and Conditions of Use**.

## 1. Grant of Membership and Member Benefits

Member shall have the Member Benefits available, which shall include at a minimum those benefits set forth in this Article 1. Member Benefits may be added and amended from time to time by Local Contexts beyond those set forth in this Article 1, and current Member Benefits shall appear on the Local Contexts website. All Member Benefits are subject to the terms and conditions of this Agreement. The Member Benefits set forth in **Section 1.1** and the other Member Benefits shall remain in effect for the Initial Term (or the relevant Renewal Term) of the Agreement set forth in Local Contexts Member Summary, unless earlier terminated under **Article 3**, or restricted under The Terms and Conditions of Use.

### 1.1 Member Benefits

As of the Effective Date, and subject to timely updating of Member contact information, Local Contexts grants to Member a non-transferable Membership to (i) participate in platform governance, (ii) use the Local Contexts Hub to create Projects, edit and apply Labels, and (iii) use the Member API Credential(s) to access the Member APIs, and read, deposit/edit and Use Labels and create and edit Projects subject to this Agreement. All rights not expressly granted herein are reserved by Local Contexts. Nothing herein shall require Member to exercise any of the Member Benefits.

### 1.2 Nominations for Local Contexts Council

The Member may nominate a representative to the Local Contexts Council, consistent with Local Contexts's bylaws, which are available on the Local Contexts website.

### 1.3 Hub Registration

Member shall have the ability to register an Indigenous Community Account on the Hub, for the purposes of editing and applying Labels and creating and participating in Projects. Member shall be responsible for appointing a Community Account Administrator(s), Editor(s), and Viewer(s), ensuring each has a Hub Individual User Profile Account, inviting them into the Community Account, managing permissions, and ensuring contact information for the Community Account Administrator is up-to-date on at least an annual basis. Member shall manage Community Account signatories and approval processes as required by the Hub from time to time.

## 1.4 Labels

Member shall have access to all Label types and associated metadata, and may edit Labels to express local and specific conditions for sharing and engaging in future research and relationships in ways that are consistent with already existing community rules, governance, and protocols for using, sharing, and circulating knowledge and data. Member Administrator and Editor(s) shall have the ability to edit or apply Labels.

## 1.5 Projects

Member may use their Indigenous Community Account to edit and apply Labels to Projects they have created and Projects shared with their Community Account from Institution and Researcher Accounts. Member Administrator and Editor(s) shall have the ability to apply Labels to Projects, as per the following:

- (i) Members shall use the Local Contexts Hub to manage consent for editing and applying Labels and creating and editing Projects, including creating an Indigenous Community Account, appointing Member Administrator(s), and regularly reviewing their Community Account contacts and consents.
- (ii) Member Administrators are responsible for inviting and managing Member Editor(s) and Member Viewer(s) to the Member's Indigenous Community Account.
- (iii) Member Editor(s) shall only edit and apply the type and scope of Labels for which it has consent from a Member Administrator.
- (iv) Member shall ensure that the Label data it provides are true and correct to the best of its knowledge at the time it is provided. If Member later becomes aware that any of its Label data are inaccurate, Member shall correct the data or inform the relevant Project and Local Contexts. Except for this obligation to correct inaccurate Label data, Member is under no obligation to update Label data.

## 1.6 Data Searching, Downloads and Alerts

Member shall have access to the Member APIs to query the Local Contexts Hub and download Label and Project data. Member shall have access to a periodic data file containing Label and Project usage data.

## 1.7 Training and Technical Support

Member shall have access to training and technical support which must be coordinated through a Member Administrator set forth in the Local Contexts Member Summary.

## 1.8 Use of Local Contexts Trademarks

Member is encouraged to use Local Contexts's name, logo, and other trademarks (the "Marks") to announce its use of the Local Contexts Hub and its status as a Member or Subscriber, provided that Licensee correctly identifies the Marks as a trademark under US and other laws if requested by Local Contexts. (See Trademark Policy on the Local Contexts website.) Member may not use the Marks in any way likely to cause confusion as to the origin of Local Contexts goods or services or to suggest endorsement by Local Contexts, except as specifically approved by Local Contexts in writing.

## 2. Fees

Member is not required to make payments to Local Contexts for use of the Hub or Member APIs so long as the Member is not issuing Notifications, in which case the Member will need to enter into a Subscriber Agreement with Local Contexts. Member shall be solely responsible for all costs associated with its hardware and the network connections from the hardware to the Internet as it deems necessary to provide its access to and use of the Local Contexts Hub, Subscriber APIs, and Member Benefits. Member shall be solely responsible for sales, use, or other taxes or other costs and fees relating to Member's use of the Member API Credential(s), the Local Contexts Hub, and the Member Benefits.

## 3. Term and Termination

### 3.1 Term/Renewal Term

This Agreement shall continue in effect for the period set forth in the Local Contexts Member Summary. Each Renewal Term shall be one year and shall commence the first day following the end the Initial Term or a Renewal Term (unless otherwise set forth in a renewal invoice from Local Contexts). A renewal shall not require signature of the Parties, and shall be deemed to have occurred if Member logs into its Community Account and approves or updates its Signatory and Administrator contact information.

### 3.2 Termination without Cause

Local Contexts shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing at least 60 days' notice prior to the end of the term. Member may terminate this Agreement at any time; however, Local Contexts requests that Member provides Local Contexts with 60 days' advance notice.

### 3.3 Termination for Breach

In the event that either Party believes that the other Party has materially breached any obligations, representations, or warranties under this Agreement, such Party shall so notify the

breaching Party in writing. The breaching Party will have ten (10) days from the receipt of such notice to cure the alleged breach and to notify in writing the non-breaching party that such cure has been effected. If the breach is not cured within the 10-day period, the non-breaching party shall have the right to terminate the Agreement immediately upon written notice. Nothing in this **Section 3.3** shall limit Local Contexts's rights under the Terms and Conditions of Use.

### 3.4 Effect of Termination

Upon the termination or expiration of this Agreement, whichever comes first, Member's access to the Member API Credential(s), Member APIs, and Member Benefits shall be immediately terminated. To the extent that Member has deposited/edited any Label or Project Data, such data will remain in the Local Contexts Hub unless removed by the Member before termination, or by Local Contexts pursuant to the Terms and Conditions of Use. Notwithstanding the foregoing, Member shall have the ability to correct any information it discovers is incorrect after termination by informing Local Contexts, and Local Contexts shall seek to promptly correct the inaccuracy through its Dispute Procedures.

### 3.5 Survival

The provisions of Section 3.4 (Effect of Termination), Section 3.5 (Survival), and Section 4 (Miscellaneous) shall survive any termination or expiration of this Agreement and continue in effect.

## 4. Miscellaneous

### 4.1. Authority

Each Party represents and warrants that it has the authority to enter into this Agreement. Each Party further represents and warrants that it has caused the Local Contexts Member Summary to be executed by a duly authorized representative.

### 4.2 Entirety of the Agreement

The terms and conditions of this Agreement, including all terms incorporated by reference, shall supersede all prior oral and written agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the Parties with respect to its subject matter. If the Parties have entered into Standard Contractual Clauses related to the transfer and processing of personal data, such clauses shall be an integral part of the agreement as well.

### 4.3 Agreement Modifications

To account for the evolution of Local Contexts and its sustainability and to operate in compliance with the laws in multiple jurisdictions, Local Contexts reserves the right to modify

this Agreement, provided that (i) no such modification will be retroactive; and (ii) Local Contexts will provide Member with 60 days' advance written notice of any such modifications. Continued acceptance of the terms and conditions of this Agreement is a condition of the Member Benefits and the Members granted hereunder. If Member objects to any such modifications, Member may terminate this Agreement (effective as of the effective date of such modifications) by providing written notice to Local Contexts prior to the effective date. Except as set forth in this Section 4.3, and elsewhere herein (e.g., the Privacy Policy, the Local Contexts Dispute Procedures, increases in the Member Benefits, and updates to contact information), all amendments to this Agreement must be made in writing and signed by both Parties.

#### 4.4 Notices

All notices required or given pursuant to this Agreement or Local Contexts's bylaws shall be in writing in English and shall be effective if sent as follows: (i) by internationally recognized courier (e.g., FedEx, DHL), or (ii) by electronic notice. Notice shall be deemed given and received on the next business day following the scheduled delivery date for courier and the next business day following the date sent for electronic mail. Notice shall be addressed and delivered to the Main Contact set forth in the Local Contexts Member Summary, which Member shall keep up to date. Either Party may from time to time change the name and contact information of the Main Contact by notice to the other Party.

#### 4.5 Disputes/Governing Law

This Agreement shall be interpreted under and governed by the laws of the Navajo Nation, excluding any laws that might direct the application of the laws of another jurisdiction. The Parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods. Except for disputes described in the Terms and Conditions of Use which shall be governed by the Local Contexts Dispute Procedures, if the Parties cannot resolve disputes arising out of or relating to this Agreement in an amicable manner, they shall do so through a desk arbitration administered by the American Arbitration Association in the case of domestic disputes and the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (either, the "AAA") governed by its applicable rules, as modified by the following: (i) regardless of the controversy, the matter shall be determined by one arbitrator familiar with the information technology sector based upon written submissions in English and one or more telephonic hearings in English (as determined by the arbitrator); (ii) the Parties shall submit documents pertaining to the arbitration consistent with AAA rules and as directed by the arbitrator; and (iii) the arbitrator shall render a final binding decision 14 days after the arbitrator declares the hearing closed. The Parties agree that a judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction in Navajo Nation or United States (and the Parties consent to such jurisdiction) injunctive or any other type

of equitable relief that is necessary to protect the rights or property of that Party, pending arbitration or final determination of the merits of the controversy via arbitration. Member acknowledges that unauthorized use of the Local Contexts Hub or APIs would cause Local Contexts irreparable harm.

#### 4.6 Limitation on Assignment

Except as expressly set forth in this Agreement, neither Party may assign, subcontract, or sublicense (collectively, “transfer”) its rights and obligations under this Agreement in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any delegation or transfer to the contrary shall be null and void; provided, however, that such transfer (including, without limitation, a transfer by Local Contexts of the Local Contexts Hub) in the event of a merger, dissolution, or other corporate restructuring shall be permissible without prior consent, provided that (a) the transferee agrees to be bound by the terms of this Agreement, (b) written notice is provided to the other Party, and (c) in the case of transfer by Local Contexts, such transferee is a non-profit entity capable of fulfilling Local Contexts’s obligations hereunder and is consistent with Local Contexts’s obligations under its Privacy Policy.

#### 4.7 No Agency, Joint Venture or Partnership

Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

#### 4.8 No Third Party Beneficiaries

This Agreement has been executed for the sole benefit of the Parties that are signatories to the Local Contexts Member Summary and is not intended for the benefit of any third party, regardless of any laws to the contrary.

#### 4.9 Waiver or Invalidity of any Provision

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision(s) of this Agreement is/are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### 4.10 Force Majeure

No Party shall be in breach of this Agreement to the extent a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party’s reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, or governmental requirements.



#### 4.11 Ethical Behavior

Each Party represents and warrants that it has not and shall not, nor to its knowledge has or will any person acting on its behalf, act in violation of applicable anti-bribery and -corruption laws in effect in its jurisdiction(s) of operation or its own internal policies related to such matters. Notwithstanding any other provision of this Agreement, any breach by either Party of this Section 4.11 may be regarded by the other Party as incapable of remedy and permitting the nonbreaching Party, without prejudice to its other rights and remedies, to terminate this Agreement immediately upon notice.

#### 4.12 Drafting

This Agreement shall not be construed or interpreted against either Party as the drafter.