



CORPORATE MEMBERSHIP AGREEMENT

This agreement ("Agreement") is solely between _____
_____ ("Corporate Member") and Business Architecture Guild ("Guild").

DEFINITIONS:

Corporate Membership: A corporate membership is a contractual relationship between a Corporate Member and the Guild. It provides the corporation the ability to more fully manage the extent of their Individual Practitioners' memberships in the Guild. Corporate Members have no voting rights.

Individual Practitioner: The Individual Practitioner is an individual that the Corporation designates as having Associate Member access and rights under the terms of this Agreement. An Individual Practitioner must either be a direct employee or a contractor of the Corporate Member.

Associate Member: An Associate Member is an individual member of the Guild, not under a Corporate Agreement, who has rights and privileges to access *A Guide to the Business Architecture Body of Knowledge® (BIZBOK® Guide)*, *Guild member webinars*, *collaborative team membership* and *other Guild content so designated to Associate Members from time to time*. Associate Members do not have voting rights.

Associate Member Rights and Privileges: Corporate Member designated Individual Practitioner shall be entitled to the rights and privileges of a Guild Associate Member.

TIERED MEMBERSHIP STRUCTURE:

The following summarizes the tiered membership structure and options for the Corporate Member.

Tier 1 Corporate Membership

- Up to 25 "Individual Practitioners" designated by the Corporate Member may hold Associate Member status
- Each Individual Practitioner shall receive Associate Member rights and privileges

Tier 1 Corporate Membership plus Options

- Same as Tier 1 plus options package listed below

Tier 2 Corporate Membership

- Up to 50 "Individual Practitioners" designated by the Corporate Member may hold Associate Member status
- Each Individual Practitioner receives Associate Member Rights and Privileges

Tier 2 Corporate Membership plus Options

- Same as Tier 2 plus options package listed below

Tier 3 Corporate Membership

- Up to 100 “Individual Practitioners” designated by the Corporate Member may hold Associate Member status
- Each Individual Practitioner receives Associate Member Rights and Privileges
- Options package listed below is included

AGREEMENT GENERAL TERMS AND CONDITIONS:

1. This agreement shall remain in force for one year (12 months) from the date established below by the Guild representative.
2. Membership auto renews unless terminated according to the terms set forth in this agreement at the then current membership rate.
3. Corporate members may opt out of auto renewal at any time, which will result in the membership terminating upon the renewal date.
4. The Guild reserves the right to determine and select companies for participation in this program and may reject program participation at its own discretion.
5. The Guild may determine or amend any criteria at any time.
6. Guild Corporate Membership Individual Practitioners are entitled to the benefits presented herewith. The Guild’s interpretation of any program benefit is final.
7. No exclusivity of benefits is offered or implied.
8. The Guild also reserves the right to terminate this agreement or remove Individual Practitioners that act in a manner contrary to the interests of the Guild, acts unprofessionally in forums and teams, or attempts to market products.

GUILD OBLIGATIONS:

1. Provide Associate Membership benefits and access to the BIZBOK® Guide to the Individual Practitioners designated by the Corporate Membership tier selected.
2. Identify the Corporate Member on www.businessarchitectureguild.org in a list with other Corporate Members.
3. Provide support to Individual Practitioners and Associate Members as is the Guild’s normal member management practices.
4. Support Corporate Member to ensure that the program is established and maintained in good faith.

CORPORATE MEMBER OBLIGATIONS:

1. Provide accurate membership roster to the Guild using the specific formatting provided. No alternate formats will be accepted.
2. Corporate Member may identify themselves as Corporate Member of the Business Architecture Guild and link back to www.businessarchitectureguild.org.
3. Update corporate membership rosters regularly using the self-service tool on www.businessarchitectureguild.org. The Corporate Member may change designated Individual Practitioners at any time.
4. Ensure that the appropriate designated Individual Practitioners are receiving Guild membership benefits by updating the Individual Practitioners list as changes occur.
5. Ensure compliance with Guild membership & content use guidelines.
6. Ensure that designated Individual Practitioners conform to and abide in applicable Guild rules, policies, and procedures (see appendix A). The Guild reserves the right to refuse membership rights and privileges to any person who fails to conform to and abide in applicable Guild rules, policies, and procedures, or whose actions are contrary to the interests of the Guild or its members.

CONVERTING INDIVIDUAL MEMBERS TO CORPORATE MEMBERSHIP

In situations where a corporation wants to designate an Individual Practitioner that is currently holding a Guild Associate Membership.

1. One point of contact (Corporate Administrator) must provide all pertinent data to the Guild in the format requested. No alternate formats will be accepted
2. Payment must be made in full in order for member benefits to begin
3. Individual Practitioner renewal dates will be adjusted to the new corporate renewal date
4. Individual dues that have been previously paid are NOT applicable to corporate membership dues
5. It is the responsibility of the point of contact to maintain accurate records using the self-service function of <http://www.businessarchitectureguild.org>
6. Memberships are non-refundable

TERMINATION

The Corporate Member may terminate the Agreement with 30 days notice to the Guild. The Guild will use all reasonable efforts to remove references to the Corporate Member in its materials upon termination, but cannot guarantee removal. Membership Fees will not be refunded or prorated.

LIABILITY WAIVER

The Guild shall not be liable for any actions or omissions of the Corporate Members.

The Corporate Member agrees that the Guild may identify the Corporate Member in Guild promotional materials.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the parties and supersedes all other agreements or understandings on this subject.

In the event that any provision of this Agreement is deemed invalid by competent jurisdiction, the remainder of the Agreement shall not be invalidated. This Agreement shall be enforced and interpreted in accordance with the laws of the State of California.

CORPORATE ADMINISTRATOR

A corporate administrator must be assigned to administer the list of a Corporation’s individual Practitioners. Unless otherwise specified, the Contact Name and contact information below will be used as the name and contact for the corporate administrator.

| | |
|-------------------------------------|--|
| Corporate Name: | |
| Administrator Name: | |
| Adminstrator Title: | |
| Adminstrator Address: | |
| Adminstrator City/State/Zip: | |
| Adminstrator Phone: | |
| Adminstrator Email: | |

By Corporate Representative:

Print Name _____

Title: _____

Signature: _____

Date: _____, on behalf of the Corporate Member specified above.

By Guild Representative:

Print Name: William Ulrich

Title: President

Signature: 

on behalf of the Business Architecture Guild

APPENDIX A: Associate Member Terms & Conditions

Terms & Conditions of Membership: (first accessible as a member joins and visible when an Associate Member / Individual Practitioner edits his or her profile).

1. Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

2. Use License

a. Permission is granted to temporarily download materials (information or software) on Business Architecture Guild's web site for personal, non-commercial use only. This is the grant of a license, not a transfer of title, and under this license you may not:

- i. modify or copy the materials;
- ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- iii. attempt to decompile or reverse engineer any software contained on Business Architecture Guild's web site;
- iv. remove any copyright or other proprietary notations from the materials; or
- v. transfer the materials to another person or "mirror" the materials on any other server.

b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Business Architecture Guild at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

a. The materials on Business Architecture Guild's web site are provided "as is". Business Architecture Guild makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Business Architecture Guild does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall Business Architecture Guild or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Business Architecture Guild's Internet site, even if Business Architecture Guild or a Business Architecture Guild authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions and Errata

The materials appearing on Business Architecture Guild's web site could include technical,

typographical, or photographic errors. Business Architecture Guild does not warrant that any of the materials on its web site are accurate, complete, or current. Business Architecture Guild may make changes to the materials contained on its web site at any time without notice. Business Architecture Guild does not, however, make any commitment to update the materials.

6. Links

Business Architecture Guild has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Business Architecture Guild of the site. Use of any such linked web site is at the user's own risk.

7. Site Terms of Use Modifications

Business Architecture Guild may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to Business Architecture Guild's web site shall be governed by the laws of the State of California without regard to its conflict of law provisions.

Additional requirements may apply to those individual members who opt-in to specific programs or activities.

APPENDIX B:

PRICING effective June 1, 2016:

- Tier 1: \$3,000.00
- Tier 1 Plus Options: \$3,750.00
- Tier 2: \$6,000.00
- Tier 2 Plus Options: \$6,750.00
- Tier 3: \$12,000.00
- Tier 3 Plus Options: \$12,000.00

If fees are not paid in full when due, the Guild reserves the right to terminate the Agreement.

OPTIONS PACKAGE:

In addition to base program benefits, corporate members may add the following options package as specified under the Tiered Membership:

1. Ten (10) discount vouchers for the Certified Business Architect (CBA)[®] certification exam
2. Organization-wide access to the actionable BAMM[™] (Business Architecture Maturity Model[™])
3. Organization-wide access to the Business Architecture Tool Evaluator[™]
4. One annual in-house targeted Guild webinar (from a menu of topics)
5. Five (5) free copies of the Business Architecture QuickGuide[™] (expected publication Q4 2016)

| Tier 1 | Tier 2 | Tier 3 |
|---|---|------------------------------------|
| <i>All 4 benefits for an additional fee</i> | <i>All 4 benefits for an additional fee</i> | <i>All 4 benefits are included</i> |