

Introduction

The Collaborative isn't just a community; we're a thriving ecosystem of collaborative innovation and problem-solving expertise.

Our network is designed to encourage cross-industry collaboration, fostering an environment where creativity meets functionality. Together, we build, refine, and deploy novel solutions to real-world problems. [Collaborative Innovation Networks?](#)

Whether you're an experienced practitioner, or an enthusiastic innovator, we invite you to be part of our network. Connect with like-minded professionals, contribute to groundbreaking projects, and be at the forefront of industry transformation.

To join, you will need be 'in practice', have sponsorship from one of our existing members and be able to provide proof of your Professional Doctorate (DBA) status from the University.

If you are not a practitioner, we have 'associate membership' status for those in full time academic positions, or post-graduates studying at the MBA level. See below for more details.

This Membership Charter

With these things in mind, this Membership Charter ("**the Charter**") sets out the terms and conditions of membership in The Collaborative and associated governance arrangements.

As *The Collaborative* is a voluntary association of individuals, this Charter is not intended to be legally binding, other than were stated to the contrary, and:

- Provides the basis for trust and alignment between members.
- Engenders a collaborative innovation approach between parties.
- Helps to create a fair and level playing field between parties.
- Reduces risk and uncertainty.
- Provides a basis for mutual understanding of how issues such as possible creation of intellectual property will be handled.

To join The Collaborative, each member must sign the signatory page at the end of this Charter, confirming that they will comply with and agrees to be bound by the terms of the Charter. Doing so will give The Collaborative members confidence that all members are mutually committed to the success of the network and have appropriately aligned expectations of The Collaborative and one another.

A Charter

A covenant to promote fair, just, and beneficial collaboration among members passionate about solving complex business and industrial challenges...together.

We all value critical thinking and highly applied research that translates into actionable insights and tangible results. We are a diverse team of practitioners from around the world, engages in multidisciplinary research to ensure that the theoretical meets the practical, and innovations are ready for real-world application.

This charter is an accord that binds one to another. The basis of the binding are the agreed values of the group below that represent a foundation upon which we can collectively ensure we do the right thing and benefits flow from this covenant for all.

Values

This Charter is non-binding and non-contractual in nature but serves to establish a code by which all members can be expected to be treated, and to which we can refer when behaviour occurs that is inconsistent. As such, we welcome practitioners who share in this vision and uphold the following values:

- **Relationships:** We will work to establish and maintain relationships of trust, integrity, and common interest.
- **Generosity:** We will act in ways that display generosity of spirit and action.
- **Stewardship:** We will act in ways that protect people and the environment.
- **Leadership:** We will demonstrate and grow our shared leadership.
- **Unity:** We will act with a unity of purpose.
- **Knowledge:** We value knowledge and understanding.

MEMBERSHIP

1. Eligibility for Membership.

Eligibility for membership will be assessed against criteria to be developed, agreed, published and maintained by *The Collaborative* following consultation with members. These criteria may include factors such as the alignment of a prospective Member's current activities with the purpose and goals of *The Collaborative* and the calibre and/or significance of the contributions they can make to *The Collaborative* and its members.

2. Current Membership Categories.

The Collaborative offers two types of membership:

- **Full Member:** Open to any practitioner (as a “Full Member”) who has sponsorship from one of our existing full members and be able to provide proof of Professional Doctorate (DBA) status from a university.
- **Associate:** Open to any individual (as an “Associate”) in full time academic positions, or post-graduates studying at the MBA level, who has sponsorship who has sponsorship from one of our existing full members.

3. *The Collaborative* Governance

The Collaborative is supervised by a Member council (“the Council”) which holds all decision-making powers except as otherwise specified herein. The Council comprises of:

- 1 Initial Founding Member (Malcolm Fraser) who by virtue of establishing *The Collaborative* shall be permanent a member of the Council (see appendix for disclosure of interest); and
- up to six Full Members, who may be nominated by any Member and approved by the Council employing such procedures as it deems appropriate, and with membership to be granted for a two-year renewable term.
- A chair appointed by the Council members accountable for preparation, execution and procedures of the Council, coupled with responsibility for executive oversight of the various legal and New Zealand companies' office requirements as it operates as a legal not-for-profit entity. This dual role of ‘Executive Chair’ ensures alignment of activities with *The Collaborative* purpose and goals, while balancing the need for appropriate levels of strategy, compliance and risk management, thereby reducing the need for permanent execute roles inside *The Collaborative*.

4. The Council roles and responsibilities.

In addition to any responsibilities specified elsewhere in this Charter, The Council is responsible for:

- all formal decision-making relating to the governance, operations and strategic development of *The Collaborative*;
- exercising its decision-making powers in good faith, in the best interests of all members;
- developing and implementing plans to support the growth and ongoing success of *The Collaborative*;

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- creating and making public such information about the *The Collaborative* as is required to build stakeholder interest, understanding and confidence in its purpose, goals, governance, operations, activities and outcomes;
- developing and promulgating *The Collaborative* operational policies, procedures and/or rules that it deems necessary to ensure *The Collaborative's* activities are conducted in an efficient, well-coordinated and harmonious manner;
- monitoring the overall performance of *The Collaborative*, in a manner consistent with the principles of *The Collaborative*;
- convening meetings of *The Collaborative*, with at least one meeting each year intended to serve as the equivalent of an annual general meeting of *The Collaborative*; and
- adequately recording and storing the proceedings and outcomes of such meetings and other significant deliberations and decisions and making these records freely available to and Members for their scrutiny and discussion, subject to suitable confidentiality provisions.

5. *The Collaborative* decision-making.

All decision-making at *The Collaborative* will be open, consultative and based on consensus or, where consensus cannot be reached, on simple majority vote of The Council except as otherwise specified herein.

6. *The Collaborative* admission.

Admission of members (Full Member and/or Associates) will be considered upon the written recommendation of a Member to The *Council* and;

- will be decided on by The Council, using such processes as they develop from time-to-time; and
- if granted, shall be of indefinite duration, unless otherwise terminated in accordance with Section 7 of these terms and conditions.

7. No automatic right of membership.

Demonstration of eligibility shall not create any automatic right to become a Member or Associate of *The Collaborative*.

8. Veto powers.

The Executive Chair may veto any decision by the Council that they reasonably believe to be contrary to the best interests of *The Collaborative*.

9. Members' obligations.

Members have a duty to act, in good faith, in accordance with the terms of this Charter and in the best interests of *The Collaborative* and shall:

- commit, as far as possible, to remaining a Full Member for at least two (2) years;
- comply with any reasonable *The Collaborative* operating procedures and rules promulgated by the Council;

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- actively promote *The Collaborative* and participate in relevant activities;
- seek opportunities to build national and international collaboration between *The Collaborative* and other individuals, entities or institutions pursuing compatible objectives, where such collaboration would further support achievement of the vision, mission and goals of *The Collaborative*; and
- be prepared to:
 - participate in creation of *The Collaborative* case studies, whitepapers or similar studies and publications; and
 - contribute to appropriate media activities including creation and dissemination of on- or offline content promoting the existence, objectives and achievements of *The Collaborative*.

10. Other forms of *The Collaborative* affiliation.

At the discretion of the Council, affiliation with *The Collaborative* through means other than membership may be allowed in future, subject to demonstrated need and clear benefit to *The Collaborative* and its members.

11. Termination of Membership.

There are two ways in which Full Members or Associate may exit *The Collaborative*:

- **Voluntary:** any Full Member or Associate may leave *The Collaborative* for any reason, without any surviving obligation or liability except as otherwise specified herein, subject to giving the Council thirty (30) days' written notice of its intention to leave and clearly stating reasons for exit.
- **Involuntary:** The Council may terminate the membership of any Full Member or Associate for reasons including, but not limited to, that member's:
 - breach of this Charter;
 - act or omission which is prejudicial to the interests of *The Collaborative*, either in whole or in part;
 - involvement in any formal dissolution, insolvency or bankruptcy event, or any involvement in illegal activities or legal proceedings that may pose any material or reputational risk to *The Collaborative* or its members;

In case of involuntary termination proceedings:

- one or more Full Members must present material evidence supporting grounds for involuntary termination;
- the affected Full Member or Associate must be given written notification and reasonable opportunity to respond to such evidence;
- a decision to terminate membership must be taken by vote among the Council and must be supported by a super-majority (i.e. ordinary majority + 1) of the vote;

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- will not automatically terminate any obligations the affected Member(s) may have under the terms of this Charter; and
- for the avoidance of doubt, will not impinge on any separate legal or contractual obligations the affected Member(s) may have with any other members that have arisen as a consequence of their membership at *The Collaborative*.

12. Initial Founding Members termination of Partnership.

If the Founding Member elects to terminate his membership of *The Collaborative*:

- he must give the Council no less than ninety (90) days' written notice of its intention to do so; and
- at the Council's request, he must take reasonable steps to ensure *The Collaborative* remains viable after his exit, with the proviso that such commitment is not legally binding and does not include any obligation to undertake any financial expenditure.

13. Termination of *The Collaborative* initiative.

The Council will have sole discretion in regard to any decision to terminate *The Collaborative* initiative subject to a requirement that they:

- will confer with the membership before taking any such decision;
- shall provide Full Member with one hundred and eighty (180) days' written notice of any such intention; and
- at the request of the Membership, will make reasonable efforts to put in place arrangements such that they may continue to undertake similar activities after such termination or dissolution, with the proviso that such commitment is not legally binding and does not include any obligation to undertake any financial expenditure.

14. Termination for breach of infringement of intellectual property rights:

Notwithstanding the foregoing, any Full Member or Associate may terminate their membership immediately without notice upon any other party's infringement of any of their intellectual property rights and, in the event of such termination the member:

- shall have no obligation to continue the activities set forth herein; and
- shall surrender all rights set out herein; with the exception of rights and obligations in regard to Intellectual Property Rights, Confidential Information (as defined below) and the other general provisions of this Charter, which provisions shall survive expiration or termination.

15. Return of Confidential Information.

Upon exit from *The Collaborative* for any reason, the affected Full Member(s) or Associate(s) agrees to promptly return all proprietary and confidential information that it may have received in connection with its participation in *The Collaborative* activities to its owner(s) unless the owner(s) of such information waive this obligation.

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Financial Provisions

16. Full Member(s) or Associate(s) right to obtain or derive revenues.

Full Members and Associates have the right to derive revenues because of their involvement in *The Collaborative*-related activities so long as such revenues:

- are obtained, held, administered and disposed of by one or more Full Members acting in their own right; and
- do not jeopardize the achievement of the purposes and goals of *The Collaborative*.

17. Cost sharing.

Any *The Collaborative*-related costs incurred by a Full Member or Associate shall be the sole responsibility of that Full Member or Associate, unless otherwise agreed in writing.

Intellectual Property

18. Ownership of intellectual property.

Any and all intellectual property rights ("IPR") owned by a Full Member or Associate on the date that they commences their membership ("Background IPR") shall remain the property of that Member. Any and all developments made by a Full Member or Associate r to their Background IPR during the course of its membership shall be owned by that Member. ("Foreground IP").

19. No development of new intellectual property.

Full Members and Associates do not intend to jointly develop any new intellectual property under or in connection with their membership in *The Collaborative*; and no activity they may take as a Full Member or Associate shall constitute joint development or lead to joint ownership of any intellectual property with any other *The Collaborative* Member.

In the event that Full Member(s) and/or Associate(s) later decide to undertake any activities related to the development of new intellectual property, the participating Full Member(s) and/or Associate(s) will agree in writing on appropriate ownership and license terms before engaging in any such development activities.

Branding

Where required by the Council, all public naming or branding of any aspect of *The Collaborative* will include use of the word "Powered by The Collaborative". The initial Founding Member reserve the sole right to trademark or otherwise legally protect these or any other *The Collaborative* names or logos, and to register any relevant domain names, and to approve any uses of such by any other party.

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General Provisions

22. Confidentiality.

The following confidentiality provisions apply to each Full Member and Associate:

- Each Full Member and Associate acknowledges and agrees that the following will be considered confidential information and proprietary information of the Party providing or owning it: intellectual property of any other Party; and any information relating to any other Full Member(s) and Associate's business including, without limitation, unpublished research, technical processes and formulas, source codes, names, addresses and information about users and advertisers, product designs, sales, costs and other unpublished financial information, strategic, business or product plans, and marketing data disclosed in written or other tangible form, if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered confidential if (i) identified as confidential, proprietary or the like at the time of disclosure, or (ii) ought reasonably to be considered as confidential.
- Each Full Member and Associate agrees that they shall take reasonable steps, at least substantially equivalent to the steps as it takes to protect their own confidential or proprietary information of similar nature, to prevent disclosure of any such confidential or proprietary information to third parties.
- Full Members and Associates shall not be required under these confidentiality provisions to maintain the confidentiality of information, to the extent that such information is: (i) publicly known; (ii) already known by, or already in the possession of the non-disclosing Full Member(s) or Associate(s) without breach of this Charter, any other legal obligation; (iii) is independently developed by the non-disclosing Member(s) or Associate(s) without use of the confidential information and such independent development can be shown by documentary evidence; or (iv) is, subsequent to disclosure, rightly obtained by the non-disclosing member(s) from a source other than the disclosing Member or Associate.

Further, each Member or Associate may disclose confidential information if advised it is required to be disclosed by law, regulation, or court order and then only after prompt prior notification to the other Member or Associate of such required disclosure and affordance of an opportunity for the disclosing Member to oppose such disclosure, but only to the extent of such legal requirement.

For the avoidance of doubt, in the event that a Full Member or Associate has signed a non-disclosure agreement, that agreement shall take priority over these provisions in the event of any conflict between the terms of that agreement and this Charter regarding the use of any Full Member or Associates confidential or proprietary information. These provisions shall not terminate upon a Full Member or Associate's voluntary or involuntary exit of *The Collaborative* or upon termination of *The Collaborative* and/or dissolution of *The Collaborative* but shall continue, for each item of Confidential Information, for a period of 5 years from the date of disclosure of that item of Confidential Information.

No power to enter into legal agreements: *The Collaborative* is prohibited from entering legal agreements or creating any legal obligations except as established herein.

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Limitation of liability: Nothing in this *The Collaborative* Charter shall limit a Full Member or Associates liability (a) for death or bodily injury caused by negligence, (b) in the tort of deceit, or (c) any liability which cannot be excluded by law, or (d) for any breach of a Full Member or Associates obligations in respect of intellectual property rights or confidentiality Subject to the foregoing exclusions, in no event shall any Full Member or Associates be liable for any damages, including any direct, special, incidental or consequential damages, or lost revenue or profits, or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence), or otherwise under this Charter.

Subject to the provisions of this paragraph, each Full Member and Associate acknowledges and agrees that in entering into this agreement, they do not rely on, and shall have no remedy in respect of, and the other Full Member or Associate shall have no liability in respect of any statement (including any untrue statement) whether written or oral, of any person other than as expressly set out or referred to in this *The Collaborative* Charter ("Misrepresentation"). A Full Member or Associates' liability for any Misrepresentation as to a fundamental matter, including as to a matter fundamental to their ability to perform any of their obligations under this *The Collaborative* Charter shall not be excluded, but shall be subject to a limitation of NZ\$1.00.

Limitation on Scope

Notwithstanding anything in this Charter to the contrary, Full Member and Associates understanding that this Charter is intended only to summarize the current business intent of the Full Member and Associates with respect to *The Collaborative*. Other than as expressly set out herein, the terms set forth in this Charter shall not be deemed to create any rights or obligations for or on behalf of any Full Member or Associate.

Full Member and Associates agree to proceed at their own risk and expense regarding the subject matter of this Charter. This Charter is non-exclusive and no Full Member or Associates shall be precluded from entering into similar transactions with any third parties. Full Members and Associates acknowledge that no Full Member or Associates has given them, nor has they relied on, any representations or assurance of future revenues, sales opportunities or profits arising from or in connection with the subject matter of this Charter. Full Member and Associates acknowledge that no Full Member or Associate is justified in acting in reliance upon any promises or representations of present intention purported to be contained in this Charter.

Except as may be explicitly set forth herein, no licenses of any kind, express or implied, are granted by this Charter.

No Agency: Full Members and Associates are not agents of each other, joint-venturers, partners or joint parties to a formal business organisation of any kind. No Full Member or Associate is authorised or empowered to act on behalf of any other Full Member or Associate regard to any contract, warranty or representation as to any matter, and no member will be bound by the acts or conduct of any other Full Member or Associate. Each Full Member and Associate will maintain sole and exclusive control over their own personnel and operations. The failure of a Full Member or Associate to enforce their rights in the case of any breach of this Charter shall not be construed to constitute a waiver of its rights with respect to any subsequent breach.

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Entire Agreement: With the exception of any related agreements with *The Collaborative*, this Charter constitutes the entire agreement between the Full Member or Associate concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the matters covered in this Charter.

No assignment: Membership of *The Collaborative*, and any right granted thereunder, shall not be assignable or otherwise transferable.

No Use of Name or Endorsements: Unless otherwise specified herein, no Full Member or Associate shall use the name of another Full Member or Associate in any advertising or other form of publicity without the prior written permission of the Full Member or Associate whose name is to be used.

Force Majeure: No Full Member or Associate shall be in breach of this Charter for any failure of performance caused by any event beyond their reasonable control and not caused by the fault or negligence of that Full Member or Associate. In the event such a force majeure event occurs, the Full Member or Associate unable to perform shall promptly notify The Council and shall in good faith maintain such part performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

Waiver of Rights. Any waiver by any Full Member or Associate shall be in writing and provided to each other Full Member or Associate involved or affected. Failure to insist upon strict performance of any of the terms and conditions of this Charter, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Full Member or Associate.

Jurisdiction and Governing Law: *The Collaborative* Charter and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of New Zealand and the Full Members and Associates submit to the exclusive jurisdiction of the New Zealand Courts.

Notices: All notices pertaining to or required by this Charter shall be in writing and will be deemed given upon confirmed receipt following delivery by a commercial express courier.

Surviving Provisions: The following provisions shall survive the termination of *The Collaborative* membership or of this Charter: 10.3 (Cost Sharing), 16 (Ownership & Intellectual Property), 17 (Confidentiality) and all general provisions.

Severability. If any provision of this Charter is held invalid, the remainder of the Charter shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, we have agreed to become a Member/Partner of *The Collaborative* as of the date written below.

Member Name

Schedule One: Initial Founding Member (Malcolm Fraser) Disclosure of Interest

I Malcolm John Fraser, do hereby disclose that:

- I am currently employed as the Data Governance Lead for DataXchange here in New Zealand, working with their clients to implement data governance and data management practices. I receive a fixed salary for this position.
- I am currently enrolled as a post-graduate student in the Otago University Professional Doctorate (DBA) program here in New Zealand, researching Data Governance Frameworks. I do not receive remuneration for this role and am not an employee of Otago University.
- I publish online at the *Art of Data Governance* to support my ongoing research efforts in Data Governance and developing a paid newsletter business model, where I would be the primary beneficiary. See [The Art of Data Governance](#)
- I am chair of the i4 Institute advisory board, where the i4 Institute operates as a not-for-profit voluntary association of individuals and organizations with the common purpose of Doing Good with Data. The i4 Institute does not hold a bank account, and I do not receive any form of remuneration for my involvement with this program.
- I am a member of the NZ Data Science and Analytics Forum Steering Group, and do not receive any remuneration for this role.
- In 2009, I established a not-for-profit organization now called *The Collaborative* to help industry, government and academia play nice together. I am a 25% shareholder (with The Collaborative owning the remaining 75% of its own shares) and act as its director for the purposes of the New Zealand compliance and companies' office filings. Noting:
 - a) The Collaborative has special provisions in its constitution at the New Zealand Companies office that prohibits any of the capital or income being paid or transferred directly or indirectly by way of dividend for the private pecuniary profit of any individual or third-party, including myself.
 - b) Over the years I have received income from The Collaborative for providing management consulting services as a 'sole trader' to their various programs of work around the world.
 - c) The Collaborative currently acts as a service delivery 'engine room' for i4 Institute projects, when these projects are not hosted at one of their partner organizations.
 - d) I do not currently receive any remuneration from The Collaborative for directorship or governance activities and currently do not receive any income from projects or programs The Collaborative is involved in.
- I agree that any changes to my interests and/or roles will be updated accordingly on this schedule as they emerge.